

**Nipomo Community Services District
REGULAR MEETING
AGENDA**

- E-2) DISTRICT APPOINTMENT TO WATER RESOURCES ADVISORY COMMITTEE
Consider nomination of a primary and alternate District representative to the San Luis Obispo County Water Resources Advisory Committee. [Approve nominees] – 15 min.
- E-3) GENERAL MANAGER HIRING DISCUSSION
Consider sub-committee recommendation to acquire services of a professional recruiter. In the alternative, direct staff to recruit and approve Salary range and review timeline. [Recommend approval] – 30 minutes.
- E-4) INTERIM-GENERAL MANAGER PROCESS UPDATE
Staff will update Board of Directors on search for Interim-General Manager [Update, No Action recommended] – 20 minutes.

F. MANAGER'S REPORT

G. COMMITTEE REPORTS

H. DIRECTOR'S COMMENTS

I. CLOSED SESSION ANNOUNCEMENTS

- 1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
SMVWCD VS NCSO SANTA CLARA COUNTY CASE NO. CV 770214 AND
ALL CONSOLIDATED CASES.
- 2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
NCSO vs. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND
USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT)
- 3. CONFERENCE WITH LEGAL COUNSEL Initiation of Litigation GC§54956.9
ACTION TO RECOVER DAMAGES FROM ARB INC. RESULTING FROM
BROKEN WATER MAIN.
- 4. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9
MARIA VISTA VS. NCSO CASE NO. CV 040877

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

K. ADJOURN TO CLOSED SESSION

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

ADJOURN

➤ **THE NEXT REGULAR BOARD MEETING IS APRIL 12, 2006
TENTATIVELY SCHEDULED ITEMS INCLUDE:**

- **SUPPLEMENTAL WATER PROJECT OBJECTIVES**
- **CONSULTANT SELECTION; SOUTHLAND PLANT FEASIBILITY STUDY**
- **REVISED DISTRICT STANDARDS AND SPECIFICATIONS**
- **REIMBURSEMENT RESOLUTION FOR DISTRICT COSTS RELATED TO NCSO
INTER-TIE PROJECT**
- **AMENDMENT TO ANNEXATION POLICY**

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *MLB*
DATE: MARCH 22, 2006



CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda.**

The recommendations for each item are noted in brackets.

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Regular meeting March 8, 2006
- D-3) ACCEPTANCE OF PARCEL MAP CO 01-0400 (BODGER) [RECOMMEND APPROVAL]
- D-4) CONTRACT AMENDMENT, CEQA FOR NIPOMO/SANTA MARIA INTER-TIE [RECOMMEND APPROVAL]
- D-5) SURPLUS OBSOLETE WASTEWATER TREATMENT EQUIPMENT [RECOMMEND APPROVAL]

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\CONSENT 03-22-06.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS MARCH 22, 2006**

**AGENDA ITEM
D-1
MARCH 22, 2006**

HAND WRITTEN CHECKS

18858	03-03-06	M WINN	50.00
18859	03-03-06	E EBY	50.00
18860	06-06-06	M WINN	50.00
18861	06-06-06	E EBY	50.00
18862	03-14-06	M WINN	50.00
18863	03-13-06	E EBY	50.00
18864	03-13-06	M WINN	50.00
18865	03-13-06	L VIERHEILIG	50.00
18866	03-16-06	L VIERHEILIG	50.00
18867	03-16-06	J WIRSING	50.00

**TOTAL COMPUTER
CHECKS
\$ 102,296.73**

VOIDED CHECKS

NONE

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
11853	03/10/06	EMP01	EMPLOYMENT DEVELOP DEPT	496.15	.00	496.15	A60306	STATE INCOME TAX
11854	03/10/06	MID01	MIDSTATE BANK-PR TAX DEP	2225.68	.00	2225.68	A60306	FEDERAL INCOME TAX
				19.34	.00	19.34	1A60306	FICA
				600.52	.00	600.52	2A60306	MEDICARE (FICA)
			Check Total.....:	2845.54	.00	2845.54		
11855	03/10/06	MID02	MIDSTATE BANK - DIRECT DP	17897.89	.00	17897.89	A60306	NET PAY DEDUCTION
11856	03/10/06	PER01	PERS RETIREMENT	5987.17	.00	5987.17	A60306	PERS PAYROLL REMITTANCE
11857	03/10/06	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A60306	WAGE ASSIGNMENT
11858	03/10/06	STA01	STATE STREET GLOBAL	1230.00	.00	1230.00	A60306	457 DEFERRED COMP
011859	03/22/06	ALX01	ALEXANDER'S CONTRACT SERV	1420.40	.00	1420.40	NIP 1-25	METER READING SERVICE
011860	03/22/06	AME03	AMERI PRIDE	57.49	.00	57.49	F617585	UNIFORMS ETC.
				61.99	.00	61.99	F623466	UNIFORMS, ETC
			Check Total.....:	119.48	.00	119.48		
011861	03/22/06	BOY01	BOYLE ENGINEERING CORP	3852.90	.00	3852.90	19996.00	HETRICK WATERLINE
				226.80	.00	226.80	19996.02	PLAN CHECK TR 2689
				340.20	.00	340.20	19996.06	PLAN CHECK TR 2499
				726.30	.00	726.30	19996.07	PLAN CHECK CO 04-0342
				990.79	.00	990.79	19996.08	PLAN CHECK TR 2558
				210.17	.00	210.17	19996.10	PLAN CHECK TR 2688
			Check Total.....:	6347.16	.00	6347.16		
011862	03/22/06	CAN02	CANNON ASSOCIATES	447.50	.00	447.50	37917	NCSD/SANTA MARIA INTER-TI
011863	03/22/06	COM01	COMPUTER NETWORK SERVICES	1833.58	.00	1833.58	NCSD-062A	COMPUTER MAINT
011864	03/22/06	COM02	COMMUNICATION SOLUTIONS	217.50	.00	217.50	3534	NIPOMO PALMS LS MAINT
				217.50	.00	217.50	3535	OAKGLEN LS MAINT
				1830.56	.00	1830.56	3536	JUNIPER LS MAINT
				326.25	.00	326.25	3537	IPAAC SYSTEM MAINT
				809.18	.00	809.18	3538	STANDPIPE SCADA MAINT
				362.50	.00	362.50	3539	PALMS LFT STN MAINT
			Check Total.....:	3763.49	.00	3763.49		
011865	03/22/06	CRE01	CREEK ENVIRONMENTAL LABS	24.00	.00	24.00	N0934	BL WWTP LAB
				24.00	.00	24.00	N0963	BL WWTP LAB
				80.00	.00	80.00	N0964	WATER SYSTEM LAB
				24.00	.00	24.00	N1001	BL WWTP LAB
				24.00	.00	24.00	N1037	BL WWTP LAB
				24.00	.00	24.00	N1066	BL WWTP LAB
				24.00	.00	24.00	N1095	BL WWTP LAB
				80.00	.00	80.00	N1117	WATER SYSTEM LAB
				24.00	.00	24.00	N1118	BL WWTP LAB
				24.00	.00	24.00	N1148	BL WWTP LAB
				24.00	.00	24.00	N1194	BL WWTP LAB
				24.00	.00	24.00	N1230	BL WWTP LAB
				24.00	.00	24.00	N1272	BL WWTP LAB
				80.00	.00	80.00	N1292	WATER SAMPLES LAB
				24.00	.00	24.00	N1293	BL WWTP LAB
				24.00	.00	24.00	N10696	BL WWTP LAB
			Check Total.....:	552.00	.00	552.00		

Copy of document found at www.NoNewWipTax.com

**NIPOMO COMMUNITY SERVICES DISTRICT
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**AGENDA ITEM
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
011866	03/22/06	EBY01	EBY, ED	100.00	.00	100.00	032206	REG BD MEETING 032206
011867	03/22/06	FAR01	FARM SUPPLY COMPANY	123.35 110.86 234.44	.00 .00 .00	123.35 110.86 234.44	908465 922090 927257	BL WWTP SUPPLIES BL WWTP SUPPLIES SUPPLIES
			Check Total.....:	468.65	.00	468.65		
011868	03/22/06	FAR02	FAR WEST EXPRESS	12.00 11.00 18.50	.00 .00 .00	12.00 11.00 18.50	72145 72705 73116	DELIVERY TO MAIL SERVICE DELIVERY OF BILLS DELIVERY OF BILLS
			Check Total.....:	41.50	.00	41.50		
011869	03/22/06	FED01	FED EX	662.88	.00	662.88	444328	PRINTING/BINDING
011870	03/22/06	FGL01	FGL ENVIRONMENTAL	77.00 176.00 140.00 77.00	.00 .00 .00 .00	77.00 176.00 140.00 77.00	601802A 601804A 602067A 602068A	BL WWTP LAB TOWN WWTP LAB TOWN WWTP LAB BL WWTP LAB
			Check Total.....:	470.00	.00	470.00		
011871	03/22/06	GAR01	GARING TAYLOR & ASSOC	1430.47	.00	1430.47	6005	TR 1802 & 1856
011872	03/22/06	GRO01	GROENIGER & CO	147.62	.00	147.62	539175SM	SUPPLIES
011873	03/22/06	JOH01	JOHNSON, DONNA	32.98	.00	32.98	031406	OFFICE SUPPLIES REIMB
011874	03/22/06	MCD01	MCDONOUGH HOLLAND & ALLEN	2558.40	.00	2558.40	170847	LEGAL FEES
011875	03/22/06	NIC01	NICKSON'S MACHINE SHOP	190.29 1180.11 422.20 260.49 275.49 1575.00 341.74 416.70 349.52	.00 .00 .00 .00 .00 .00 .00 .00 .00	190.29 1180.11 422.20 260.49 275.49 1575.00 341.74 416.70 349.52	71919 71920 71922 71923 71924 72058 72089 72095 72096	MOTOR MAINT COMPRESSOR MAINT MAINT - SKIP LOADER MOTOR MAINT MOTOR MAINT APCD REPORTING MOTOR MAINT GENERATOR MAINT GENERATOR MAINT
			Check Total.....:	5011.54	.00	5011.54		
011876	03/22/06	NIP01	NIPOMO ACE HARDWARE INC	550.52	.00	550.52	FEB 2006	SUPPLIES
011877	03/22/06	NIP08	NIPOMO CSD	114.65	.00	114.65	031006	NCSO LANDSCAPE METER TR 2
011878	03/22/06	PAC01	SBC/MCI	1.00 38.96 152.22 121.24	.00 .00 .00 .00	1.00 38.96 152.22 121.24	T4680168 T4750794 T4750796 T4750797	PHONE PHONE PHONE PHONE
			Check Total.....:	313.42	.00	313.42		
011879	03/22/06	PER04	PERRY'S ELECTRIC MOTORS	892.22 450.76	.00 .00	892.22 450.76	5867 5880	BLWWTP AERATOR MOTOR REWI BL ELEC MOTOR REWIND
			Check Total.....:	1342.98	.00	1342.98		
011880	03/22/06	PGE01	P G & E	30334.50	.00	30334.50	022806	ELECTRICITY
011881	03/22/06	POO01	POOR RICHARD'S PRESS	757.19	.00	757.19	104586	CONSERVATION INSERTS
011882	03/22/06	PWM01	PW MANN ELECTRIC INC	169.91	.00	169.91	6019	BL WATER BOOSTER STN MAIN
011883	03/22/06	REL01	RELIABLE	122.04 -19.29 147.96	.00 .00 .00	122.04 -19.29 147.96	XX460400 XX460400C XYH07900	OFFICE SUPPLIES CREDIT MEMO OFFICE SUPPLIES
			Check Total.....:	250.71	.00	250.71		
011884	03/22/06	SAN09	SAN LUIS MAILING SERVICE	28.48 125.72 101.79 894.85	.00 .00 .00 .00	28.48 125.72 101.79 894.85	30089 30115 30089B 30115B	MAIL 2ND NOTICE MAILING BILLS POSTAGE FOR 2ND NOTICE POSTAGE FOR BILLS
			Check Total.....:	1150.84	.00	1150.84		
011885	03/22/06	SAN13	SAN LUIS POWERHOUSE	1186.85	.00	1186.85	PC20123	GENERATOR MAINT

**NIPOMO COMMUNITY SERVICES DISTRICT
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**AGENDA ITEM
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
011886	03/22/06	SLO02	DIV OF ENVIRON HEALTH	1341.84	.00	1341.84	44034	CROSS CONNECTION
011887	03/22/06	SNY01	SNYDER LANDSCAPE MAINT CO	618.00	.00	618.00	83	LANDSCAPE MAINT DIST FEBR
011888	03/22/06	SOU01	SOUTH COUNTY SANITARY	165.80	.00	165.80	1362630	OLDE TOWNE TRASH COLLECTI
				35.33	.00	35.33	1363893	TRASH COLLECTION
			Check Total.....:	201.13	.00	201.13		
011889	03/22/06	SPE01	SPECIAL DISTRICT RISK	4816.00	.00	4816.00	15469	4TH QTR W/C INSURANCE
011890	03/22/06	STA03	STATEWIDE SAFETY & SIGNS	45.82	.00	45.82	47348	BLUE MARKING PAINT
011891	03/22/06	THE01	THE GAS COMPANY	166.56	.00	166.56	022406	GAS ENGINE 11096988784
				50.92	.00	50.92	030206	GAS ENGINE 08619205712
			Check Total.....:	217.48	.00	217.48		
011892	03/22/06	THE03	THE PERFORMANCE GROUP	31.24	.00	31.24	43853	MAILING PINWHEEL TAPES
011893	03/22/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	032206	REG BD MEETING 032206
011894	03/22/06	VAL01	VALLEY SEPTIC SERVICE	300.00	.00	300.00	2909	PUMP SOLIDS TOWN WWTP
				250.00	.00	250.00	2911	PUMP SOLIDS TOWN WWTP
				750.00	.00	750.00	2912	TOWN SEWER - PUMP SLUDGE
				375.00	.00	375.00	2913	TOWN SEWER - PUMP SLUDGE
				600.00	.00	600.00	2948	PUMP LIFT STNS
			Check Total.....:	2275.00	.00	2275.00		
011895	03/22/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	032206	REG BD MEETING 032206
011896	03/22/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	032206	REG BD MEETING 032206
011897	03/22/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	032206	REG BD MEETING 32206
011898	03/22/06	WOO01	DOUGLAS WOOD & ASSOCIATES	2164.25	.00	2164.25	030106	WATER LINE INTERTIE #11

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 41 - Years of Service 1965 - 2006

MINUTES

MARCH 8, 2006 9:00 A. M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

LARRY VIERHEILIG, **PRESIDENT**
MICHAEL WINN, **VICE PRESIDENT**
JUDITH WIRSING, **DIRECTOR**
CLIFFORD TROTTER, **DIRECTOR**
ED EBY, **DIRECTOR**

PRINCIPAL STAFF

MICHAEL LeBRUN, **GENERAL MANAGER**
LISA BOGNUDA, **ASSIST. ADMINISTRATOR**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**
DAN MIGLIAZZO, **UTILITY SUPERVISOR**

Mission Statement: The Nipomo Community Services District's mission is to provide the citizens of the District with quality, innovative, and cost-effective services through responsive and responsible local government to meet the changing needs of the community.

00:00:00

A. CALL TO ORDER AND FLAG SALUTE:

President Vierheilig called the meeting of March 8, 2006, of the Nipomo Community Services District to order at 9:00 a.m. and led the flag salute.

00:00:52

B. ROLL CALL

At Roll Call, all Board members were present.

00:01:10

**C. PUBLIC COMMENT PERIOD
PUBLIC COMMENT**

C-1) COMMANDER MARTIN BASTI OF SOUTH COUNTY SHERIFF STATION

Commander Martin Basti reviewed the sheriff activities in the Nipomo area during the past month:

- Two arrests at Nipomo Swap Meet for counterfeit recordings.
- New radio repeater be placed out Hwy 166 for better communication.
- Five-year staffing plan in process with SLO County to increase number of deputies on patrol.
- Tuesday, June 13, 2006, Annual Law Enforcement Torch Run to benefit Special Olympics. Runners will be running through the Nipomo area (Pomeroy Rd. to Tefft St.) around 10:00 a.m. to 12:00 noon. About \$95,000 was raised last year for special athletes of San Luis Obispo County. Donations are welcome and everyone is encouraged to come out and cheer the runners on.

The Board thanked Commander Basti for his report.

C-2) DAN ANDERSON, CDF BATTALION CHIEF, CA DEPARTMENT OF FORESTRY

Commander Basti stated that CDF would not be present at today's meeting because they were responding to an accident on Hwy. 166.

The following members of the public spoke:

Daniel Diaz, NCSD resident – stated that there is a water pipe in the culvert on Mallagh Street that is causing silt to obstruct the flow of water and catching debris; he asked when this could be remedied.

Michael LeBrun, District General, stated that he has left messages with Dale Ramey at SLO County to discuss the steel encased pipeline that was initially laid below ground. The land around the pipe has been scoured and a portion of the pipe is exposed.

Director Trotter stated that lowering a pipeline is a major undertaking.

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

C. PUBLIC COMMENT PERIOD (continued)
PUBLIC COMMENT

Dan Migliazzo, District Utility Supervisor, stated that the NCSD main is above the grade of the culvert. There is another pipe that is an old abandoned irrigation pipeline.

00:14:56

D. CONSENT AGENDA

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Regular meeting February 22, 2006
- D-3) RE-APPLICATION FOR SERVICE APN 092-130-071 [RECOMMEND APPROVAL]
Re-issue an Intent-to-Serve letter pursuant to District's updated Policies and Charges for on-going 4-way lot split single family residential development project.

Director Eby asked if the project of Item D-3 is subject to the supplemental water fees. Michael LeBrun, District General Manager, answered yes. If a project's fees have not been paid yet, then it would be subject to the supplemental water fees.

There was no public comment.

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously approved the Consent Agenda, as amended. (Minutes - Item M typo.) Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilig	None	None

00:19:40

E. ADMINISTRATIVE ITEMS

E-1) PROJECT UPDATE: INTER-TIE PIPELINE WITH SANTA MARIA, POLICY ISSUES

Director Eby reported on the Ad Hoc Environmental Review Committee meeting March 3rd and 6th. The committee reviewed an administrative draft for the Santa Maria pipeline EIR. They discussed and developed project objectives. The committee expects to have a Draft EIR presented to the NCSD Board no earlier than the May 24, 2006, meeting. There will be a 45-day public comment period. The committee expects the final EIR about October 2006.

Bruce Buel, NCSD Projects Assistant, outlined the current policy issues related to the Inter-Tie Pipeline Project with Santa Maria. He presented the proposed objectives for the Project.

There was much Board discussion. Director Trotter suggested that since NCSD is the driving force in this project, the project title should have NCSD's name.

The following members of the public spoke:

Greg Nester, NCSD Customer/local builder/developer – NCSD has the ability to affect 3,000 acre feet of water but maybe not affect the balance of the capacity of the pipeline. He recognizes that NCSD cannot predict the future water needs, but he thinks 1,000 acre feet should be set aside for future development. The City of Santa Maria currently charges a reservation fee of \$4,000 per acre-foot of water. He asked that the Board consider the financial aspect when contracting for additional acre feet. The Home Builders Association has been working with Supervisor Achadjian in support of an

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

E-1) PROJECT UPDATE: INTER-TIE PIPELINE WITH SANTA MARIA, POLICY ISSUES
(continued)

area-wide standard to require all new development to contribute to the supplemental water project.

There was more Board discussion. Upon motion of Director Winn and seconded by Director Trotter, the Board unanimously agreed to receive staff's report, receive the Ad Hoc Committee's report; discuss relevant policy issues; amend the Project Objectives, as appropriate, and lead with Objective 5, 6 & 7; adopt additional policy determinations, as appropriate; and direct staff to forward Board actions to the Environmental Consultant for incorporation into the Draft EIR. The Board would like to have information back to the Board by April 12th to give the public ample time to comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Trotter, Wirsing, Eby, and Vierheilig	None	None

President Vierheilig re-formed the Ad Hoc Supplemental Water Committee to continue working on this project.

01:03:27

E-2) PROJECT UPDATE: INTER-TIE PIPELINE WITH SANTA MARIA, TIMELINE REVIEW

Bruce Buel, NCSD Projects Assistant – presented an update on the status of the Nipomo Community Services District pipeline project and a draft Strategic Plan Outline and Request for Proposal (RFP). A revised CEQA timeline was presented to the Board and is available for viewing in the office copy of the Board Packet.

Dick Mobraaten, NCSD resident, stated that Mr. Buel presented a good review of the overlay of the Project. He suggested that the inspector should be full time.

Greg Nester, local builder/developer, stated that the design is critical. He suggested that there be an inspection team as well as a design team.

No action is required for this item. Director Eby suggested that Mr. Buel bring a revised RFP to the March 22, 2006, meeting for Board approval.

10:43 a.m. The Board took a break.

10:55 a.m. The Board reconvened.

01:43:08

E-3) COUNTY RURAL PLANNED DEVELOPMENT POLICY COMMENT LETTER

The Board discussed the letter drafted to Mr. John Nall, Senior Environmental Planner for the San Luis Obispo County Planning and Building Department, commenting on the proposed County Rural Planned Development Ordinance. The only suggestion was to change the word "discontinue" to "abandon" in paragraph two of the proposed letter. There was no public comment. Upon motion of Director Winn and seconded by Director Eby, the Board unanimously approved sending the letter with the suggested change. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilig	None	None

MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
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MINUTES

01:47:49

E-4) GENERAL MANAGER JOB DESCRIPTION

The Personnel Sub-Committee (President Vierheilig and Director Wirsing) reported on their meeting concerning the job description for a new General Manager.

Board discussion ensued.

The following members of the public spoke:

Dick Mobraaten, NCSD resident – stated that a “headhunter” has a greater scope of candidates for the job. He suggested that the Board consider combining administration and engineering.

Director Winn made a motion that the chair of the Personnel Sub-Committee work with staff to recast a description of the position, including comments of today’s discussion, with a dual purpose and bring back the information to the next meeting:

1. To give direction to a potential recruiter (should the Board decide to use one), or
2. To consider publishing the description, if the Board chooses not to hire a recruiter.

Director Eby seconded the motion. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilig	None	None

02:38:20

E-5) INTERIM-GENERAL MANAGER PROCESS UPDATE

Michael LeBrun, General Manager, reviewed the search for an interim-General Manager. The Board discussed the matter. There was no public comment.

Upon motion of Director Winn and seconded by Director Eby, the Board approved the description, as presented in the Board packet, with minor changes and empowering the Personnel Committee to work with staff to continue the search.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Wirsing, Trotter, and Vierheilig	None	None

03:02:36

I. CLOSED SESSION ANNOUNCEMENTS

At 12:18 p.m. Jon Seitz, District Legal Counsel, announced the following items to be discussed in Closed Session.

1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 SMVWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 NCSD vs. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT)
3. CONFERENCE WITH LEGAL COUNSEL Initiation of Litigation GC§54956.9 ACTION TO RECOVER DAMAGES FROM ARB INC. RESULTING FROM BROKEN WATER MAIN.
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MINUTES SUBJECT TO BOARD APPROVAL

Nipomo Community Services District
REGULAR MEETING
MINUTES

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment on the Closed Session items.

K. ADJOURN TO CLOSED SESSION

The Board took a short break at 12:20 p.m. before re-convening into Closed Session.

03:05:00

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:42 p.m.

Jon Seitz, District Legal Counsel, reported out of Closed Session.

The Board heard an update on the items announced above. There was no reportable action on Items 1, 2 and 4.

Item 3 – On a 5-0 vote, the Board authorized legal counsel to initiate recovery of damages.

03:06:39

E-6) SOUTHLAND FACILITY UPDATE REQUEST FOR ENGINEERING SERVICES

Michael LeBrun reviewed the draft Request for Engineering Services (RFP) to provide an upgrade to the Southland Wastewater facility. The Board was given a revised copy of the RFP notice (revised copy available in the office copy of the Board packet). Upon motion of Director Trotter and seconded by Director Eby, the Board unanimously approved the amended Request for Proposals and directed staff to circulate. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Trotter, Eby, Wirsing, Winn and Vierheilig	None	None

Jon Seitz, District Legal Counsel, and Director Trotter left the meeting.

03:15:20

F. MANAGER'S REPORT

Michael LeBrun, General Manager, reviewed the Manager's Report. He presented the Board with some information the Conservation/Compliance Specialist is getting out to the public (copy in board packet in office). There was no public comment.

03:17:32

G. COMMITTEE REPORTS

Conservation Committee plans to meet March 13, 2006, with the Conservation/Compliance Specialist.

Finance Committee - Met March 1, 2006, with staff. They looked at some items for the 2006/2007 budget year. The committee gave input to prioritize capital improvement projects, and outsourcing of preventative maintenance and a possible professional salary survey to be added to the budget.

03:22:15

I. DIRECTOR'S COMMENTS

Director Winn commented on the following:

- The District needs a representative to the WRAC. He would like that on the next agenda.
- He will be meeting soon with SLO County about parks, etc.

Director Eby reported:

- March 13, 2006, 6:30 p.m. – Nipomo Community Advisory Counsel Candidates Forum
- March 20, 2006, 6:30 p.m. – NCAC elections
- NCAC will be called South County Advisory Counsel after the election. The new web site will be SCAC.ca.gov.

MINUTES SUBJECT TO BOARD APPROVAL

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

I. DIRECTOR'S COMMENTS (continued)

Director Wirsing asked when the water lines were flushed last. She is not satisfied with the water quality at her house.

President Vierheilig – March 10, 11 & 12 Central Coast Orchid Show. March 10 is a benefit for the Alzheimer's Association.

ADJOURN

President Vierheilig adjourned the meeting at 2:08 p.m.

➤ **THE NEXT REGULAR BOARD MEETING IS MARCH 22, 2006.**

MINUTES SUBJECT TO BOARD APPROVAL

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *ML*
DATE: MARCH 22, 2006



ACCEPTANCE OF WATER IMPROVEMENTS
PARCEL MAP CO 01-0400 (BODGER)

ITEM

Acceptance of water improvements for Parcel Map CO 01-0400 on Sandydale Road.

BACKGROUND

Upon completion of a developer's project, the District accepts improvements of the project after all requirements have been met. The developer (Bodger) for Parcel Map CO 01-0400, a 4-lot development on Sandydale Road has installed water improvements and has met the District's conditions:

- Installed the improvements
- Paid associated fees
- Provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification

RECOMMENDATION

Staff recommends that your Honorable Board approve Resolution 2006-Accept CO 01-0400, accepting the water improvements for Parcel Map CO 01-0400.

ATTACHMENT

Resolution 2006-Accept CO 01-0400

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**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2006-CO 01-0400**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER IMPROVEMENTS
FOR THE FOR PARCEL MAP CO 01-0400 (BODGER)**

WHEREAS, the District approved the construction plans on January 6, 2004, for the water improvements to be constructed; and

WHEREAS, the water improvements have been constructed and said improvements are complete and certified by the engineer; and

WHEREAS, on November 17, 2005, the Owner offered the water improvements to the Nipomo Community Services District; and

WHEREAS, this District has accepted such offer without obligation except as required by law, and

WHEREAS, all water fees for service, required in conformance with District ordinances, have been paid in full for CO 01-0400 (Bodger).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

That the water improvements to serve the four (4) lots created by Parcel Map CO 01-0400 in Nipomo are accepted by this District.

On the motion by Director _____, seconded by Director _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

the foregoing resolution is hereby adopted this 22nd day of March, 2006.

Lawrence Vierheilig, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *MLB*
DATE: MARCH 17, 2006

**AGENDA ITEM
D-4
MARCH 22, 2006**

CONTRACT AMENDMENT, CEQA FOR NIPOMO/SANTA MARIA INTER-TIE

ITEM

Staff is proposing amendments to this agreement on the Consent Agenda to enable additional staff meetings, additional Board meetings and additional research.

BACKGROUND

NCSD and Douglas Wood & Associates (Doug Wood) executed the attached "Draft and Final Environmental Impact Report Consultant Services Agreement" in February 2005, with a "not to exceed expenditure limit of \$113,100". This agreement provided for Doug Wood's participation in six staff meetings and two Board Meetings. Doug Wood has used the initial allotment of staff meetings and staff believes that two additional Board meetings will be needed to certify the Final EIR. In addition, staff has requested that Doug Wood perform additional cultural and biological walk-over surveys of Orchard Avenue between Joshua Street and Southland Street, given the uncertainty regarding future usage of the works proposed by the Maria Vista subdivision. Attached is a proposal from Doug Wood to perform these additional services, as an amendment to the original agreement, for up to an additional \$9,500. If approved, the amendment would increase the "not to exceed expenditure limit" in the agreement from \$113,100 to \$122,600. Funding for this additional cost is available in the Certificates of Participation Fund.

RECOMMENDATION

Staff believes that the proposed additional tasks are necessary to produce and certify the Final Environmental Impact Report. Staff recommends that your Honorable Board approve the amendment, authorize the President to execute the amendment, and direct staff to finalize and file the amendment to the agreement.

ATTACHMENTS

FEB 2005, CONSULTANT SERVICE AGREEMENT
MAR 2006, DOUGLAS WOOD PROPOSED AMENDMENT

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**Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444**

**CONSULTANT SERVICE AGREEMENT
DOUGLAS WOOD & ASSOCIATES
DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORT**

Exhibit "A" – Scope of Services and Project Schedule to be performed by Consultant

Exhibit "B" – Compensation for Services

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "NCSD" or "District") and Douglas Wood & Associates, a California Corporation (herein referred to as "Consultant"), with reference to the following recitals:

RECITALS

A. NCSD desires to retain a professional environmental consultant to prepare an environmental analysis and documentation pursuant to the California Environmental Quality Act (CEQA) for the City of Santa Maria/Nipomo Community Services District water line intertie and the transfer of water to NCSD.

B. NCSD desires to engage Consultant to provide services by reason of its qualifications and experience in performing such services, and Consultant has offered to provide the required services on the terms and in the manner set forth herein.

C. Consultant represents and warrants that the Scope of Services attached to this Agreement and the Contract Budget is adequate to complete the services identified in the Scope of Services (Exhibit "A").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVES. Michael LeBrun, General Manager at telephone number (805) 929-1133 is the representative of NCSD and will administer this Agreement for and on behalf of NCSD. Doug Wood at telephone number (805) 544-1680 is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

NCSD: Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93412
Attn: Michael LeBrun
Facsimile: (805) 929-1932

CONSULTANT: Douglas Wood & Associates
1461 Higuera Street, Ste. A
San Luis Obispo, CA 93405
Attn: Doug Wood
Facsimile: (805) 544-3067

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **ATTACHMENTS.** Attached to this Agreement are the following Exhibits that are incorporated herein by reference.

A. **Exhibit "A"** – Scope of Services and a Project Schedule (herein collectively "Services" or "Scope of Services") to be performed by Consultant. Science Application International Corporation ("SAIC") and Gibson's Archaeological Consulting are sub-contractors to the Consultant.

B. **Exhibit "B"** – Compensation for Services that includes reimbursable expenses.

4. **SCOPE OF SERVICES.** Consultant agrees to provide the Services and submit deliverables to NCSD in accordance with the Exhibits to the Agreement, subject to the direction of NCSD as provided from time to time. Consultant represents and warrants that the Scope of Services attached to the Agreement and the Not To Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100) are sufficient and complete to provide the Services and submit the deliverables.

5. **TERM.** Consultant shall commence performance within five (5) days of NCSD's Notice to Proceed and unless otherwise directed in writing by NCSD or unless earlier terminated as provided in this Agreement, shall complete performance and make deliverable as provided in the Exhibits to this Agreement

6. COMPENSATION OF CONSULTANT.

A. Consultant will be paid for the Scope of Services provided to NCSD on a time and material basis in accordance with the Project Schedule set forth in Exhibit "A" subject to the Not to Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100).

B. Consultant shall submit invoices no more often than monthly for Services performed and Reimbursable Expenses incurred. Each invoice shall identify the person providing the service, the services performed, the amount of time spent on performing the services and the corresponding task. Additionally, each invoice shall reflect the percentage of completion of each task and the remaining budget ("Not to Exceed Amount").

C. Reimbursable cost for services included in the Not To Exceed amount shall be itemized on invoices.

D. NCSD shall review each invoice submitted by Consultant to determine whether it accurately reflects the Services performed and Reimbursable Expenses incurred in compliance with the provisions of this Agreement. In the event no charges or expenses are disputed, the invoice shall be approved and paid within sixty (60) days of receipt of the invoice. In the event NCSD disputes any charge or expenses, it shall return the original invoice to Consultant for correction and resubmission, however, the undisputed amount shall be paid as indicated above.

E. NCSD shall not pay Consultant more than the Not-to-Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100) without the prior written authorization of the NCSD Board of Directors.

F. Payment to Consultant shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services.

G. Payment of an invoice by NCSD shall not constitute acceptance of defective Services, and NCSD's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of NCSD's right to:

1. Require Consultant to correct such work or billings; or
2. Seek any other legal remedy.

H. NCSD may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect NCSD from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Consultant to make payments properly to its employees or

sub-consultants; or (5) Consultant's failure to adhere to the Project Schedule or to achieve sufficient progress with the Services such that Consultant is unlikely to achieve timely completion.

7. INTENTIONALLY OMITTED

8. EXTRA SERVICES.

A. Should Consultant propose to provide services that it considers to be beyond the Services set forth in this Agreement, Consultant shall present a written request for consideration of compensation for additional services to the NCSD. The NCSD Contract Administrator will make due consideration of the request for compensation for additional services. Consultant shall not provide additional services until Consultant has received written approval from NCSD. Should Consultant elect to proceed prior to receiving prior written approval by NCSD for additional services, the Consultant does so at Consultant's own risk and with the understanding that it may receive no additional compensation.

B. Should NCSD request Consultant to provide services that are beyond the Services set forth in this Agreement, Consultant shall provide the NCSD with a written proposal for additional services. The NCSD will make due consideration of the proposal. Consultant shall not provide additional services until Consultant has received written approval from NCSD to perform the same. Should Consultant elect to proceed prior to receiving written approval by NCSD for additional services, the Consultant does so at Consultant's own risk and with the understanding that it may receive no additional compensation.

9. STATUS OF CONSULTANT.

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of NCSD. Consultant shall have no authority to bind NCSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against NCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by NCSD.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither NCSD, nor any elected or appointed boards, officers, officials, employees or agents of NCSD, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of NCSD.

C. Neither Consultant, nor any of Consultant's officers, employees, subcontractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to NCSD's employees. Consultant expressly waives any claim Consultant may have to any such rights.

10. PERFORMANCE STANDARDS.

A. Compliance with laws. Consultant shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with all NCSD, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Scope of Services, and the Agreement, provided, however, that any change in ordinance, regulation, or statute, that occurs subsequent to the execution of this Agreement, that significantly affects the cost or schedule of the Services may be brought to the attention of NCSD as a request for extra services. If NCSD agrees that there is a significant change required in the Services on account of the change, NCSD and Consultant shall negotiate a mutually agreeable adjustment to the schedule and/or compensation. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether NCSD be a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and NCSD. Except as provided above, any corrections to Consultant's Services which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at Consultant's expense.

B. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses necessary to perform the Services required under this Agreement. Consultant shall perform all such Services in the manner and according to the standards observed by professionals experienced in preparing environmental studies and draft and final Environmental Impact Reports for projects with the complexity and size of the NCSD's proposed project and the Scope of Services. All documents and services of whatsoever nature that Consultant delivers to NCSD pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in preparing environmental studies and draft and final Environmental Impact Reports for projects with the complexity and size of the NCSD's project and the Scope of Services. Consultant shall promptly correct or revise any errors or omissions at NCSD's request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement

C. Professional Seal. Consultant shall have documents stamped by registered professionals, at Consultant's cost when required by prevailing law, usual and customary professional practice, by NCSD, or by any governmental agency having jurisdiction over the Project.

11. FAMILIARITY WITH SERVICES TO BE PERFORMED. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed; (b) has carefully considered how the services should be performed; (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement; and (d) that the "not to exceed amount" is adequate for the Services to be performed by Consultant.

12. TAXES. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

13. CONFLICT OF INTEREST. Consultant covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Consultant has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of NCSD or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the NCSD in the performance of the Services.

14. RESPONSIBILITIES OF NCSD. NCSD shall provide all information reasonably necessary by Consultant in performing the services provided herein.

15. OWNERSHIP OF DOCUMENTS. All reports, documents, drawings, photographs, videotape, specifications, data, and other instruments of professional service, in paper and electronic form, whether in draft or final, prepared by Consultant during the performance of this Agreement (the "Documents") shall be and become the property of NCSD. Consultant shall deliver the Documents to the NCSD promptly upon completion of the Services or termination of this Agreement, for any reason, whichever shall occur first. However, Consultant shall not be liable for NCSD's use of documents and instruments of professional service if used for other than the Scope of Services contemplated by this Agreement. Consultant shall not release Documents to third parties without the prior written authorization of NCSD

16. RECORDS, AUDIT AND REVIEW. Consultant and Consultant's subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. NCSD shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice.

17. INDEMNIFICATION.

A. Consultant shall indemnify, defend, and hold harmless NCSD, the NCSD Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Consultant, its officers, employees, agents, subcontractors, or vendors in performing services pursuant to this Agreement. It is further agreed, Consultant's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of NCSD, the NCSD Board of Directors, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of NCSD, its officers, employees or agents. Payment by NCSD is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and NCSD, as to whether liability arises from the sole negligence of the NCSD or its officers, employees, agents, subcontractors or vendors, Consultant will be obligated to pay for NCSD's defense until such time as a final judgment has been entered adjudicating the NCSD as solely negligent.

B. Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify NCSD, against any responsibility or liability in contravention of Civil Code §2782.

C. Neither termination of this Agreement or completion of the Scope of Services under this Agreement shall release Consultant from its obligations referenced in subsection A, above, as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

D. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the Agreement does not relieve Consultant from liability referenced in subsection A, above. The obligations of this article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

18. INSURANCE.

A. Consultant and its subconsultants shall procure and maintain insurance with companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage on an "occurrence basis", written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

General Liability Insurance (including coverage for premises, products and completed operations, independent Consultants/vendors, personal injury and contractual obligations with combined single limits of coverage of at least	\$ 1 Million per occurrence. \$ 2 Million in the aggregate
(ISO Form CG001 11/85) Commercial Automobile Liability Insurance	\$ 1 Million per accident
(ISO Form CA001 12/90) Workers' Compensation Insurance	Statutory
Employer's Liability Insurance	\$ 1 Million policy limit
Professional Liability Insurance	\$ 1 Million per claim \$ 1 Million in the aggregate

B. The General and Commercial Automobile liability policies shall be endorsed to include the following:

- (1) NCSD, its officers, directors, employees and agents shall be named as Additional Insureds; and
- (2) The coverage afforded NCSD shall be primary and non-contributing with any other insurance maintained by NCSD.
- (3) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

C. Prior to commencing work under this Agreement, Consultant shall provide NCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for commercial general liability, automobile liability, workers' compensation, employer's liability, and professional liability insurance shall specify that the insurer shall give NCSD thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be

maintained for an additional, uninterrupted period of three (3) years after termination of this Agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Consultant hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

19. PERSONNEL.

A. The Consultant represents that it has, or will secure at its own expense, all personnel, sub-consultants and/or subcontractors required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such Services.

B. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's employees, associates and subconsultants assigned to perform the Services required under this Agreement.

21. Termination

A. If Consultant at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the Project Schedule or the Scope of Services, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without NCSD's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, NCSD may, at its sole option, take possession of any documents, files (including CAD and other electronic files), or other materials prepared or used by Consultant in connection with the Services and (a) provide any such services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (b) terminate Consultant's right to proceed with the Services.

C. In the event NCSD elects to terminate this Agreement, NCSD shall have the right to immediate possession of all Documents and other work in progress prepared by or on behalf of Consultant, whether located at the District Office, at Consultant's place of business, or at the offices of a subcontractor, and may employ any other person or persons to provide the Services and provide the materials therefore. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the

expenses incurred by NCS D in obtaining Services, such excess shall be paid by NCS D to Consultant, but, if such expense shall exceed such unpaid balance, then Consultant shall promptly pay to NCS D the amount by which the expenses exceeds the unpaid balance. The expense referred to in the last sentence shall include expenses incurred by NCS D in obtaining the Services from others, for attorneys' fees, and for any damages sustained by NCS D by reason of Consultant's default or defective Services.

D. In addition to the foregoing right to terminate for default, NCS D reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not to Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100), which shall be calculated as follows: (1) Payment for any Services then satisfactorily completed and accepted by NCS D, plus (2) Reimbursable Costs actually incurred by Consultant; plus (3) reasonable termination costs incurred by Consultant solely on account of the termination for convenience. There shall be deducted from such sums as provided in this section the amount of any payment made to Consultant prior to the date of termination of the Services. Consultant shall not be entitled to any claim or lien against NCS D or the proposed project for any additional compensation or damages in the event of such termination and payment. In addition, the NCS D's right to hold funds pursuant to Section 6 H shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by NCS D for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under Section D, above, and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

F. Should NCS D fail to pay Consultant undisputed payments set forth in Section 6 above, Consultant may, at Consultant's option, suspend its services if such failure is not remedied by NCS D within thirty (30) days of written notice to NCS D of such late payment.

22. BREACH OF LAW. In the event the Consultant or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or Consultant; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraphs 13, 26, 27, or 28 of this Agreement; or for any other cause the NCS D determines to be so serious and compelling as to affect Consultant's responsibility as a public consultant or Consultant, including but not limited to, debarment by another

governmental agency, then the NCSD reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

23. DISPUTE RESOLUTION.

A. Good faith negotiations between the representatives designated as follows:

Michael LeBrun, NCSD General Manager

Doug Wood, Project Manager

B. Should a dispute arise that the parties are unable to resolve through direct, good faith negotiations, the parties agree to mediate with a mutually agreeable mediator. The mediation shall take place only after the parties have provided each other with copies of all relevant, non-privileged Documents reasonably necessary to a complete understanding of the dispute.

C. Any dispute between NCSD and Consultant pertaining to or arising out of or in connection with this Agreement and/or the Services provided under this Agreement that is not resolved through negotiation or mediation shall be resolved through binding arbitration pursuant to §1280 et seq. of the California Code of Civil Procedure, with an arbitrator mutually acceptable to the parties. If the parties are unable to agree on an arbitrator, then either party can request the Presiding Judge of San Luis Obispo Superior Court to appoint an arbitrator. Said appointment shall be binding on the parties. The cost of the arbitrator shall be borne equally by the parties. The arbitrator shall have the authority to include in his award the payment of the prevailing parties' attorney's fees. Unless the parties agree otherwise in writing the arbitration hearings shall be heard within the County of San Luis Obispo.

D. No claim, potential claim, dispute or controversy, except non-payment by NCSD of undisputed amounts, shall interfere with the progress and performance of the Services or any changes thereto, and Consultant shall proceed as directed by the NCSD in all instances with its Services, including any disputed Services, or any changes thereto and any failure of Consultant to proceed shall be deemed a material breach of this Agreement entitling NCSD to all remedies available under Section 22 or other provision of the Agreement and/or applicable law. Except as provided elsewhere in this Agreement, NCSD shall continue to make payments in accordance with the Agreement.

24. NCSD NOT OBLIGATED TO THIRD PARTIES. NCSD shall not be obligated or liable for payment hereunder to any party other than the Consultant.

25. NON-DISCRIMINATION. Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

26. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against NCSD for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse NCSD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by NCSD. Consultant shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

27. PREVAILING WAGE. Consultant shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 *et seq.* of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for work done under this Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at NCSD offices or otherwise available on the Web at www.cslp.ca.gov.

28. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than NCSD without prior written authorization from the District Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District Manager or unless requested by the District Legal Counsel of NCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives NCSD notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then NCSD shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify NCSD should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there-under. NCSD retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with NCSD and to provide NCSD with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by NCSD to control, direct, or rewrite said response.

29. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. NCSD has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the District Board of Directors. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling NCSD to any and all remedies at law or in equity, including summary termination of this Agreement. NCSD acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

30. COSTS AND ATTORNEY'S FEES. Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

31. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

32. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

33. REMEDIES NOT EXCLUSIVE. Except for disputes related solely to the payment for Services performed by Consultant, no remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

34. NONEXCLUSIVE AGREEMENT. Consultant understands that this is not an exclusive Agreement and that NCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the NCSD desires.

35. ASSIGNMENT. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of NCSD and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

36. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES. No officer or employee of NCSD will be personally liable to Consultant, in the event of any default or breach by the NCSD or for any amount that may become due to Consultant.

37. INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

38. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

39. NO WAIVER OF DEFAULT. No delay or omission of NCSD to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to NCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of NCSD.

40. ENTIRE AGREEMENT AND AGREEMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and Agreement of the parties and there have been no promises, representations, Agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

41. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

42. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

43. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

44. PRECEDENCE. In the event of a conflict between the Exhibits and this Agreement, the provisions of this Agreement shall control.

45. RECITALS. Recitals A through C are incorporated herein by reference as though set forth at length.

56. AUTHORITY TO EXECUTE. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Consultant is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the NCSD.

CONSULTANT: DOUGLAS WOOD & ASSOCIATES

By: *Douglas Wood*

Date: 2-8-05

Name: DOUGLAS WOOD

Title: PRINCIPAL/OWNER

NIPOMO COMMUNITY SERVICES DISTRICT

ATTEST:

Larry Vierheilig
LARRY VIERHEILIG, President
Nipomo Community Services District
Board of Directors

Donna K. Johnson
Donna K. Johnson, Secretary
to the Board of Directors

Date: 2-18-05

Date: 2-18-05

EXHIBIT "A"

SCOPE OF WORK

A. Work Plan

Douglas Wood & Associates, Inc. will provide research and analysis as required for the preparation of a Draft and Final Environmental Impact Report for the proposed City of Santa Maria/Nipomo Community Services District Water Line Intertie. We anticipate that the Draft and Final EIR will be prepared in accordance with State CEQA Guidelines (Sections 15120 et. seq.) as well as procedures adopted by the Nipomo Community Services District, as Lead Agency, relative to the California Environmental Quality Act. We perceive this effort being divided into eight major work tasks, the nature and extent of which will include the following:

Task 1 – Research and Analysis

This task will commence with the review and consolidation of available data and background information pertinent to the proposed project necessary for preparation of the Project Description and Initial Study. This information includes project plans and specifications developed by the NCS D and relevant land use planning documents including but not limited to various Elements of the County General Plan. In addition, previously-prepared technical and environmental studies conducted in the Nipomo area which are relevant to the proposed project or pertinent to the preparation of the Project Description or Initial Study will be reviewed. These documents will include: the Report on the Water Resources of the Arroyo Grande-Nipomo Mesa Area (2002) prepared by the California Department of Water Resources; the Water Resource Evaluation of the Nipomo Mesa Management Area (May, 2003) prepared by Richards, Watson & Gershon; the Nipomo Mesa Groundwater Resources Capacity Study (2004) prepared for the County of San Luis Obispo; the County Annual Resource Summary Report; the Sphere of Influence Update and Municipal Services Review for NCS D and Program EIR (December, 2003), prepared by the Local Agency Formation Commission and the Evaluation of Water Supply Alternatives Final Report (2001) prepared by Kennedy/Jenks Consultants. This information will be evaluated with the goal of validating this documentation and/or identifying any additional issues or information requirements that would require further analysis.

It is assumed that the Nipomo Community Services District, as Lead Agency, will provide specifications for the project facilities and other relevant project data which will become the basis for our analyses. This information should include, but may not be limited to, the following: 1) a map of the proposed pipeline, including beginning and ending stations for the study area; 2) a description of the water source for the pipeline, water quality, flow rates, expected fluctuation and timing of flow; 3) design specifications of the proposed bridge crossing including profiles and cross-sections and plans related to the number, spacing and types of bridge supports; 4) recent, high-resolution vertical aerial photos of the project area site for use in preparation of the biological resources and surface water resources maps and 5) a recent groundwater contour map of the study area.

Task 2 – Preparation of Project Description

Based upon the review of available information within Task 1, a detailed description of the proposed project will be prepared. This description will include discussions of relevant project background, project objectives, location, characteristics, timing and required permits and approvals. Once completed, draft copies of the Project Description will be provided to the NCS D for review and comment.

Task 3 – Preparation of Initial Study/Notice of Preparation

Once the Project Description is completed, an Initial Study will be prepared which will involve completion of the CEQA Initial Study Summary and Environmental Checklist. This Initial Study will be prepared with the assumption that an Environmental Impact Report will be prepared for the proposed project. A full range of environmental issues will be addressed within the Initial Study which will be the subject of additional analysis within the Draft Environmental Impact Report. Included within this task is responding to District staff comments on the Initial Study. Within this task, a Notice of Preparation will also be prepared to accompany the public distribution of the Initial Study and Environmental Checklist.

Task 4 - Preparation and Review of Subconsultant Analyses

This phase involves conducting of all required field surveys and the preparation of written analyses from the specialized subconsultants. As previously noted, subconsultant analyses will be prepared for the EIR in the areas of biological resources, cultural resources, geology and hydrology. The costs of these outside subconsultant analyses are included with the overall costs of this proposal. Included in this task is in-house staff time required to review these analyses and provide coordination with the subconsultants in order to insure an adequate and complete product from these sources.

Task 5 - Preparation of Administrative Draft EIR

With completion of the work tasks noted above, we will prepare an Administrative Draft EIR pursuant to the requirements of the State CEQA Guidelines (Sections 15120 et. seq.) This document will be submitted for review to the Nipomo Community Services District and other sources deemed appropriate by the District. This Administrative Draft EIR will be prepared to meet the requirements of the NCS D for implementation of CEQA. Topic areas to be discussed within this document will include, but are not limited to, those identified within the Initial Study prepared for the project. The results of technical reports prepared by subconsultants noted in Task 4 above will be discussed in detail in the Administrative Draft EIR. Pursuant to the State CEQA Guidelines, a Mitigation Monitoring Program will also be prepared and included in the Administrative Draft EIR.

The Administrative Draft EIR will be constructed according to the following general outline. As noted therein, additional topics within the environmental analysis (Section V) or additional project alternatives (Section VIII) may be added during document preparation, document review or in response to concerns raised during the circulation of the Notice of Preparation.

- I. INTRODUCTION AND PURPOSE
 - A. Environmental Procedures and Format
 - B. CEQA Topics Location
 - C. Effects Found Not to be Significant
- II. EIR SUMMARY / MITIGATION MONITORING PROGRAM

- III. PROJECT DESCRIPTION
 - A. Project Background
 - B. Project Objectives
 - C. Project Location
 - D. Project Characteristics
 - E. Required Permits and Approvals
 - F. Project Timing

- IV. ENVIRONMENTAL SETTING
 - A. Existing Site Conditions
 - B. Adjacent Land Uses
 - C. Cumulative Projects

- V. ANALYSIS OF ENVIRONMENTAL ISSUES
 - Aesthetics
 - Agricultural Resources
 - Air Quality
 - Biological Resources
 - Cultural Resources
 - Geology and Soils
 - Hydrology
 - Noise
 - Population/Housing
 - Public Services/Utilities
 - Recreation
 - Transportation/Circulation
 - Wastewater
 - Water
 - Land Use and Planning

(Additional areas of analysis may be added in response to concerns raised during document preparation or during the review of the Notice of Preparation or the Draft EIR).

- VI. CUMULATIVE IMPACTS

- VII. UNAVOIDABLE ADVERSE IMPACTS

- VIII. ALTERNATIVES TO THE PROPOSED PROJECT

- A. No Project
- B. Mitigated project design (revised design(s) to incorporate all proposed mitigation measures identified in the Draft EIR)
- C. Project design alternatives to avoid or mitigate identified significant environmental impacts associated with the proposed project

- D. Alternative Water Supply Scenarios (desalinization, variations in the amount of water to be secured, other sources)
 - E. Alternative Project Sites
- (Additional alternatives may be determined to be necessary during the document preparation or during the review of the Notice of Preparation or the Draft EIR)

IX. GROWTH INDUCING IMPACTS

X. ORGANIZATIONS AND PERSONS CONSULTED

XI. REFERENCES

XII. COMMENTS AND RESPONSES TO DRAFT EIR (to be prepared after Draft EIR circulation)

Section V. Analysis of Environmental Issues involves a section-by-section analysis of the issues listed above. This analysis will discuss existing conditions, thresholds of significance, project impacts, mitigation measures and residual impacts. Discussions of existing conditions will include pertinent background as to the need for the importation of water supplies to the South County/Nipomo area. The EIR will recognize that the proposed importation of water is required in order to protect groundwater resources. The proposed project will reduce the need for pumping of existing groundwater supplies thereby reducing potential saltwater intrusion. Identified impacts will be designated as significant or insignificant pursuant to criteria within the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended. Mitigation measures will be described in sufficient detail (i.e. objective of measure; specifics of the mitigation measure including its design, implementation, and any relevant, measurable performance standards; the agency organization or individual responsible for implementation; the location of the measure's area of impact; and timing for implementation) pursuant to the State CEQA Guidelines. Mitigation measures addressing both primary and secondary project impacts will, where applicable, be provided. Residual impacts will be categorized as significant and unavoidable; significant but mitigatable or insignificant.

A separate analysis of the cumulative impacts of each environmental issue will be provided which will assess the cumulative impacts associated with the importation of water supplies to the South San Luis Obispo County/Nipomo Mesa area. The EIR will recognize that the proposed importation of water will reduce or eliminate a potential constraint to future development. The EIR will also identify other development constraints and land use approvals required prior to any future development. This analysis of cumulative impacts will assume future development pursuant to either the County of San Luis Obispo General Plan or any other viable land use development scenarios for the South County/Nipomo Mesa area.

The Mitigation Monitoring Program shall be included in the Administrative Draft EIR pursuant to Public Resource Code Section 21081.6 and shall be developed for all applicable mitigation measures. Responsible monitoring parties shall be identified and will include, but will not be limited to, the Nipomo Community Services District or other involved regulatory agencies. Mitigation milestones addressing the timing of implementation of these mitigation measures will also be provided.

Project alternatives beyond the currently proposed project will include: 1) the No Project Alternative; 2) project alternative(s) which incorporate all proposed mitigation measures identified in

the Draft EIR; 3) project alternative(s) involving a reduced or redesigned project which avoids or mitigates identified significant environmental impacts associated with the proposed project; 4) alternative water supply scenarios such as desalinization, variations in the amount of water to be secured or other water supply sources; 5) alternative project sites and 6) other alternatives resulting from project review by the District or other involved parties.

The Administrative Draft EIR and Appendices will be prepared and copies will be submitted to the NCSD for review and comment.

Task 6 - Preparation of Draft EIR

Upon receipt of all comments from the NCSD and other appropriate sources, the Administrative Draft EIR will be revised as necessary. A "printcheck" copy of the Draft EIR will be provided to the District to insure that all comments and required revisions were appropriately incorporated into the document.

Upon authorization by the NCSD, the Draft EIR will be printed and prepared for distribution for the required 45-day public review period. We will provide the required number of copies of the Draft EIR including Technical Appendices. We will also provide the District with an electronic copy of the Draft EIR in a format acceptable to the District. Included within this task is the preparation of the Notice of Completion to accompany the public distribution of the Draft EIR.

Task 7 - Preparation of Administrative Final EIR/ Responses to Comments

Upon completion of the required 45-day public and agency review period, all appropriate comments will be compiled and responses will be prepared by our firm. This Responses to Comments package will be submitted to the District for review and approval. Where required, the technical expertise of the involved subconsultant will be utilized in order to provide the most complete and technically adequate responses possible. Copies of the Administrative Final EIR will be submitted to the District for review and comment.

Task 8 - Preparation of Final EIR

Upon receipt of all comments from the NCSD, we will fully respond to all comments and revise the Final EIR as necessary. A "printcheck" copy of the Final EIR will be provided to the District to insure that all comments and required revisions were appropriately incorporated into the document. We will provide the required number of copies of the Final EIR including the Responses to Comments package, any additional Technical Appendices and copies of the actual comments received on the Draft EIR. We will also provide the District with an electronic copy of the Final EIR and the Findings of Fact in a format acceptable to the NCSD. Included within this task is the preparation of the Notice of Determination to be forwarded to the State Office of Planning and Research if the Final EIR is certified.

Task 9 - Preparation of Findings of Fact/Statement of Overriding Considerations

We will prepare Findings of Fact/Statement of Overriding Considerations for the proposed project pursuant to Sections 15091 and 15093 of the State CEQA Guidelines in a format approved by NCSD. These findings will provide the following information: a) background relative to the processing of the proposed project; b) a Statement of Overriding Considerations which lists the public benefits of the project; c) a listing of project impacts which have been reduced to a level of insignificance accompanied by required findings and references to pertinent mitigation measures; d) a similar listing of impacts which have not been reduced to a level of insignificance accompanied by required findings and references to pertinent mitigation measures; e) an overview of growth-inducing impacts of the project; f) discussion of the project alternatives considered in the Final EIR; and g) other required findings pursuant to the State CEQA Guidelines and Public Resources Code. These Findings of Fact will also make determinations that the Final EIR reflects the independent judgment of the Lead Agency and that no additional public circulation of environmental documents is required.

Task 10 - Project Meeting and Public Hearing Attendance

Within this Scope of Work, Douglas Wood & Associates, Inc. will attend a total of six (6) meetings with the NCSD which may involve members of District staff, the County of San Luis Obispo, the San Luis Obispo County Local Agency Formation Commission, other outside agencies or other persons or groups deemed appropriate by the District. These meetings are intended to insure continual contact between NCSD and Wood & Associates throughout the entire EIR preparation process. Wood & Associates will prepare minutes from these meetings. Attendance at any additional project meetings beyond those noted above can be provided on a time and materials basis, based upon billing rates contained in Section V. Cost Data of this proposal.

We will also provide representation at two (2) public hearings before the Nipomo Community Services District Board of Directors or any other group pursuant to the direction of the NCSD. We will be prepared to make any required presentations, respond to questions and/or participate in an advisory capacity as necessary. Attendance at any additional public hearings or meetings beyond those noted above can be provided on a time and materials basis, based upon the billing rates contained in Section V. Cost Data of this proposal.

B. Environmental Analysis

The direct impacts of the proposed project will be analyzed in relation to the following issue areas: aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hydrology, noise, population and housing, public services/utilities, recreation, transportation/circulation, wastewater, water and land use and planning. The analysis of the environmental impacts of the proposed project within the Draft EIR will include the following elements as applicable to each of these issue areas.

1. Provision of a constraints analysis of a 7,000 foot horizontal portion of the Santa Maria River which will delineate potential opportunities or constraints relative to traversing the river with either a buried pipeline or a bridge crossing.

2. Assessment of impacts of each of the three potential methods of pipeline extension and provision of recommended mitigation measures. These impacts may occur either within the riverbed or within adjacent areas/habitats impacted by project facilities.
3. Assessment of impacts of installation of infrastructure facilities outside the river area. These facilities include pipelines, a pump station, access roads and (in the case of the bridge/bikeway alternative) possible trail extensions.

The issue areas as noted above to be addressed in the Draft EIR will be analyzed in terms of existing conditions, thresholds of significance, project impacts, mitigation measures and residual impacts. Discussions of existing conditions will include pertinent background as to the need for the importation of water supplies to the South County/Nipomo area. The EIR will recognize that the proposed importation of water is required in order to protect groundwater resources. The proposed project will reduce the need for pumping of existing groundwater supplies thereby reducing potential saltwater intrusion. The EIR will identify all potential environmental impacts as significant or insignificant pursuant to criteria provided in the State CEQA Guidelines as well as those established by the Nipomo Community Services District. Indirect or secondary impacts of the project proposal shall also be identified and discussed. Mitigation measures will be described in detail and shall be specific to the proposed project and commensurate with the nature and extent of project impacts thereby maintaining a "nexus" or "rough proportionality" relationship. Mitigation measures will be provided to address both direct (or primary) and indirect (or secondary) project impacts. Those impacts that are not capable of being reduced to an insignificant level with mitigation measures shall be identified as significant, unavoidable adverse impacts. Remaining project impacts will be categorized as significant, but mitigated to an insignificant level, non-significant or beneficial.

Within the scope of this investigation, several subconsultants shall be utilized to prepare specialized analyses in the areas of biological resources, cultural resources, geology and hydrology. The results of these analyses will be reflected within the text of the Draft EIR and will be included as appendices to the document. Copies of their proposals are attached.

The growth inducing aspects of the proposed project involves the potential to hasten the conversion of areas within the NCS D to more intense, urbanized land uses over those which currently exist will be examined. The evaluation of growth-inducing land use impacts within the EIR will address the potential for the proposed project to foster growth or changes in areas surrounding the project site particularly involving the conversion of adjacent agricultural lands. Specific areas susceptible to potential growth inducing impacts associated with the proposed project will be identified. Analysis of project-related growth-inducement shall consider the following elements: 1) removal of any impediments to growth such as the extension of roadways or utilities; 2) the creation of development pressures in surrounding areas, particularly existing agricultural lands; 3) growth-inducing impacts upon community services and 4) the establishment of any precedent-setting effects upon parcels within the South County/Nipomo Mesa area. The indirect growth-inducement of the proposed project on existing and/or future land use entitlements or development plans in the area will also be discussed in the EIR. Any mitigation measures or project alternatives capable of reducing these growth-inducing impacts will be identified.

The cumulative impacts of the proposed project in relation to other existing or proposed land use entitlements or development plans in the project area will be analyzed in the EIR. These cumulative impact assessments will include, but are not limited to, impacts upon regional air quality, biological resources, traffic and circulation, noise, air quality,

cultural resources and other cumulative environmental factors influenced by the project. The EIR will recognize that the proposed importation of water will reduce or eliminate a potential constraint to future development. The EIR will also identify other development constraints and land use approvals required prior to any future development.

Assessment of the cumulative impacts associated with the addition of water supplies to the South County/Nipomo area will assume future development pursuant to either the County of San Luis Obispo General Plan or any other viable land use development scenarios for the South County/Nipomo Mesa area.

The Draft EIR will also present alternatives to the proposed project which are capable of reducing or eliminating significant environmental impacts. A reasonable range of alternatives to the proposed project that could feasibly attain the basic project objectives will be provided. The analysis of project alternatives will also identify the environmentally superior project alternative(s). The analysis of each project alternative will commence with a description of the proposed alternative accompanied, if necessary, by a graphic illustrating the alternative. The impacts associated with each alternative will be identified and discussed. Impacts of each alternative will then be compared to the significant adverse impacts associated with the proposed project. A summary delineating the ability of the various project alternatives to reduce or eliminate significant adverse environmental impacts will be provided. Alternatives to the proposed project will also be evaluated in relation to their ability to meet the objectives of the proposed project.

C. Coordination With Lead Agency

Our firm recognizes the need for maintaining a close working relationship and for close consultation and coordination with the Nipomo Community Services District who will be serving as Lead Agency on this project. As noted throughout this proposal, we anticipate working closely with the District throughout this process. Below is a listing of those elements of this proposal and aspects of our firm's background and experience which will insure adherence to this goal.

- 1) We have provided within our proposed Scope of Work for attendance at six (6) meetings with the District officials, staff and various outside agencies or other persons or groups deemed appropriate by the District. These meetings are intended to insure continual contact between our firm and the District. We feel strongly that this number of meetings will insure close contact between the District and their environmental consultant.
- 2) In addition to these meetings, we have also provided for representation at two (2) public hearings before the Nipomo Community Services District Board of Directors or any other group pursuant to the direction of the NCSD.
- 3) Douglas Wood & Associates, Inc. is proud of our record of maintaining a consistently high level of principal involvement throughout all phases of projects for which we are under contract. We will not place inexperienced personnel in charge of a project. In order to adhere to this goal, our firm does not assume more work than it can do well. As a result of this policy, the Lead Agency benefits from the over fifty-five years combined experience and expertise of the principals of our firm. This expertise will be reflected in the contents and production of the Draft and Final EIR as well as during our representation efforts at project meetings and public hearings.

- 4) As previously noted, our firm has already been involved with the preparation of other environmental documentation for the Nipomo Community Services District including: a) the Expanded Initial Study/Mitigated Negative Declaration for Annexation of Tracts 1802, 1808 and 1856 (dated November, 2001) and b) the Expanded Initial Study/Mitigated Negative Declaration for the Maria Vista Sewer Main Extension (dated August 2003). In addition, our firm was involved in assisting the San Luis Obispo County Local Agency Formation Commission in the preparation of the Draft and Final Environmental Impact Report for the Sphere of Influence Update and Municipal Services Review for the Nipomo Community Services District.

EXHIBIT "B"

**City of Santa Maria/Nipomo Community Services District Water Line Intentional
Draft and Final Environmental Impact Report
Cost Breakdown per Staff Member
Douglas Wood & Associates**

Task	Principal	Project Coordinator	Environ. Analyst	Production Coordinator	Clerical	Total Hours	Total Costs
1. Research and Analysis	20	20	10	0	0	50	\$4,100
2. Preparation of Project Description	8	6	0	0	4	18	\$1,400
3. Preparation of Initial Study/Notice of Preparation	18	15	4	0	10	47	\$3,500
4. Preparation of and Review of Subconsultant Analyses	25	25	0	0	0	50	\$4,500
5. Preparation of Administrative Draft EIR	120	120	70	60	90	460	\$30,500
6. Preparation of Draft EIR	30	10	20	10	20	90	\$5,850
7. Preparation of Administrative Final EIR	55	35	10	0	35	135	\$9,850
8. Preparation of Final EIR	24	15	0	0	10	49	\$3,900
9. Findings of Fact	30	10	0	0	10	50	\$4,100
10. Project Meeting and Public Hearing Attendance	28	0	0	0	0	28	\$2,800
Total Hours	358	256	114	70	179	977	\$70,500
Billing Rate Per Hour	\$100/hr	\$80/hr	\$50/hr	\$45/hr	\$30/hr	--	--
TOTAL - DOUGLAS WOOD & ASSOCIATES, INC.	\$35,800	\$20,480	\$5,700	\$3,150	\$5,370	--	\$70,500

**City of Santa Maria/Nipomo Community Services District Water Line
Intertie**

Draft and Final EIR Cost Summary

Douglas Wood & Associates, Inc.	\$70,500.00
SAIC (Biological Resources)	\$13,415.00
SAIC (Geology and Hydrology)	\$22,195.00
Robert O. Gibson (Cultural Resources)	\$6,990.00
TOTAL	\$113,100.00

The following project schedule depicts the various time frames involved for the tasks delineated in Section II, Scope of Work of this proposal. This schedule assumes approval and authorization of this consultant contract by the NCSD by October 1, 2004. These estimated time frames assume no unforeseen delays or complications. Once the actual date of contract authorization is determined, a final project schedule will be provided. Douglas Wood & Associates, Inc. is committed to the adherence of this schedule and the various time frames that are included therein.

**City of Santa Maria/Nipomo Community Services District Water Line Intertie
Environmental Impact Report
Project Schedule**

Task	Date
District approval; authorization to proceed: project kick-off meeting	October 1, 2004
1. Research and Analysis	October 15, 2004
2. Preparation of Project Description	October 20, 2004
3. Preparation of Initial Study/Notice of Preparation	November 1, 2004
4. Completion of Subconsultant Analyses	December 20, 2004
5. Preparation of Administrative Draft EIR	February 15, 2005
Receipt of Comments on Administrative Draft EIR from NCSD	March 15, 2005
6. Preparation of Draft EIR	April 1, 2005
Public Review Period	April 1, 2005 – May 15, 2005
7. Preparation of Administrative Final EIR /Responses to Comments	June 15, 2005
Receipt of Comments on Administrative Final EIR from NCSD	July 1, 2005
8. Preparation of Final EIR	July 15, 2005
9. Preparation of Findings of Fact/Statement of Overriding Considerations	August 1, 2005
10. Public Hearings	August, 2005

The proposed project schedule provided above would result in provision an Administrative Draft EIR less than five months after authorization, a completed Draft EIR six weeks later, provision of an Administrative Final EIR after a subsequent ten weeks (which includes a 45-day public review period) and a completed Final EIR one

month thereafter. Public hearings on the proposed project could, within the time frames of this project schedule, commence in a total of approximately ten months from contract authorization.

V. COST DATA

We propose to perform planning services set forth herein in accordance with fixed fee and time and materials billing system based upon the wages spent for all personnel working on the project. Douglas Wood & Associates, Inc. will complete the above services for a maximum fee not to exceed \$70,500.00 and \$42,600.00 for the additional outside consultant services cited above for a total cost of \$113,100.00. This expense will also be billed on a time and materials basis. The direct cost of any additional consultant tasks, subconsultant fees, printing and reproduction charges, mileage, filing fees or other related charges advanced by Wood & Associates, Inc. beyond those discussed herein are in addition to the previously-named figure.

A detailed breakdown of project costs per task by individual staff hours is provided in the attached table titled Cost Breakdown per Staff Member. A summary of all project costs is provided in the attached table titled Cost Summary.

Douglas Wood & Associates, Inc.

land Use Planning / Governmental Relations / Environmental Analysis

March 8, 2006

Nipomo Community Services District
148 S. Wilson Street
Nipomo, CA 93444
Attn: Michael LeBrun, General Manager

Subject: Additional Work Authorization, NCSO Waterline Intertie EIR

Dear Michael,

It is the intent of this correspondence to provide an estimate of costs to complete several additional tasks related to the preparation and presentation of the NCSO Waterline Intertie Draft and Final Environmental Impact Report. These additional tasks, as described below, involve: 1) attendance at additional project meetings; 2) representation at additional public hearings and 3) expansion of the scope of the proposed project to include extension of a water pipeline along Orchard Avenue between Joshua and Southland Streets.

Additional Project Meetings

As of this date, our original budget for attendance at six project meetings (original proposal dated September 20, 2004) has been utilized. Based upon our conversation, it is anticipated that I will be required to attend twelve (12) additional project meetings prior to Final EIR certification. Based upon the same billing rates as contained in our original proposal, the cost for this additional meeting attendance totals \$3,200.00.

Additional Public Hearings

Our original contract includes representation at a total of two public hearings. Based upon the current project schedule, it will be necessary to provide representation at two additional or a total of four public hearings. Based upon a billing rate of \$700.00 per hearing, the cost for this additional public hearing representation totals \$1,400.00.

Expanded Scope of Work

Based upon our project meeting of March 3 and March 5, 2006, it is necessary to expand the scope of the proposed project to include the extension of a water line along Orchard Avenue between Joshua and Southland Streets. This water line extension was determined to be necessary in order to connect the proposed waterline intertie to existing District facilities. Up to now, it

24 Years of Excellence 1983 - 2006

1461 Higuera street, Suite A. San Luis Obispo, California 93401 • Phone (805) 544-1680 • Fax (805) 544-3067

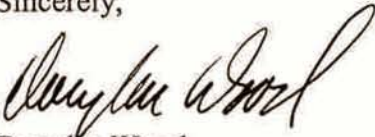
District facilities. Up to now, it was anticipated that the proposed project would connect to District facilities along Joshua Street or Hutton Road.

Inclusion of this waterline extension up Orchard Avenue to Southland Street within the scope of the proposed project will necessitate walkover surveys of these additional areas and preparation of additional impact assessments to be integrated into the Draft EIR prior to public review of the document. The total cost for performing the necessary field surveys, preparing the additional impact assessments and integration of this data into the Draft EIR is \$4,900.00.

The cost of all three of the tasks noted above totals \$9,500.00. These tasks will be completed within the time frames of the current project schedule. The additional work noted above is in addition to the scope of work and costs discussed in our original Proposal for Consulting Services dated September 20, 2004. We will not undertake this additional work noted above without written authorization from you.

We are pleased to be of continued service to the District. Please do not hesitate to contact me if you have any questions concerning the above information.

Sincerely,



Douglas Wood
President
Douglas Wood & Associates, Inc.

Authorized By:

By: _____

Title: _____

Date: _____

TO: BOARD OF DIRECTORS
FROM: MICHAEL LEBRUN *MSL*
DATE: MARCH 22, 2006

**AGENDA ITEM
D-5
MARCH 22, 2006**

SURPLUS EQUIPMENT

ITEM

Authorization to surplus District equipment

BACKGROUND

Government agencies that wish to dispose of obsolete equipment and other items need to declare that these items are surplus by the governing board prior to deposition of these items. The District has established the items below as equipment that is surplus which is to be disposed by sale or other means.

Two Sutorbilt Universal Blower Pacs: Model No. GAGMDPA
Serial Nos. U85048 and U85046
Cat. No. 7MP
2050 RPM
30hp.

One Sutorbilt Blower Model No. GAFMD1A
Serial No. U22147
Cat. No. 5ML
2440 RPM
15hp

RECOMMENDATION

It is recommended that your Honorable Board approve the equipment list as surplus and authorize staff to dispose of the items through sale.

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\SURPLUS BLOWERS.doc

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *MLB*
DATE: MARCH 17, 2006

**AGENDA ITEM
E-1
MARCH 22, 2006**

SUPPLEMENTAL WATER PIPELINE REQUEST FOR PROPOSALS

ITEM

Staff will provide an update on Project Status, seek Board authorization to circulate the attached design Request for Proposal (RFP), and request the formation of an Ad-Hoc Committee to assist in evaluating submittals and make recommendation to the Board – 1 hour Recommend Approval] – 1 hour.

BACKGROUND

The Board, on March 8, 2006, reviewed a rough draft RFP and authorized consideration of a final RFP at this meeting. Attached is a draft RFP, which outlines the requested services, lists the proposal requirements, and explains the selection criteria and process. Staff proposes that proposal submittal deadline be set for April 21, 2006 and that the Board considers selecting one firm, with whom to negotiate an agreement, on May 24, 2006. Staff proposes to screen all proposals received and to develop a short list of the top ranked firms for interview prior to the May 24, 2006, Board Meeting.

Also attached is an initial distribution list comprised of design engineering firms that would likely respond to the RFP. In addition to mailing the RFP to these firms, staff proposes to post notice of the opportunity at the office and on the District's website.

RECOMMENDATION

Staff recommends that your Honorable Board edit the draft RFP and the draft distribution list, authorize circulation of the final RFP, and form an Ad-Hoc Committee to assist in interviewing the short list of firms.

ATTACHMENTS

1. Draft RFP for SMSWP Design Engineering Services
2. Draft Distribution List

ATTACHMENT 1

LETTERHEAD

March x, 2006

Various Engineering Firms

SUBJECT: Request for Engineering Services – NCSD-SWP Design

Nipomo Community Services District ("District") intends to construct a water pipeline inter-tie ("Project") between the District's potable water system and the City of Santa Maria potable water system. The purpose of this inter-tie is to deliver between 3,000 AFY and 6,300 AFY of Santa Maria water to the District and other water purveyors on the Nipomo Mesa.

The District has entered into a Memorandum of Understanding with the City of Santa Maria for the purchase of water (September 2004; available at Nipomocsd.com; News and Information; Supplemental Water) and has prepared a Waterline Feasibility Study (March 2005; available at Nipomocsd.com). The District expects to circulate a Draft EIR in May 2006 (to be posted on the District's website) and Certify the Final EIR in October 2006. The District Board is expected to select the pipeline technology and general routing as well as the related facility locations through the environmental review process. Attached is a rough draft Strategic Plan Outline displaying the expected timelines for project CEQA Review, Design, Permitting, Land/ROW acquisition, and funding.

SERVICES REQUESTED

The District requires engineering services to:

- Compile and submit 20 Sets of the pre-design studies prescribed in the EIR;
- Prepare a soils report for the selected project alternative;
- Perform surveying and prepare a design-level base map along the selected route;
- Prepare and submit 20 Sets of the concept design (30% design) and concept cost estimate;
- Assist in Preparing Permit Applications and Interact with permit agencies;
- Assist in Preparing Funding Applications and interact with funding agencies;
- Assist in Providing Information to Land Owners and Acquisition Team re Land Purchase;
- Interact with District Staff and QA/QC Engineering Firm on all submittals;
- Assist the District Board in finalizing the Concept Design;
- Prepare and Submit 10 copies of an Administrative Draft Narrative Report Describing the Proposed Project;
- Edit the Narrative to incorporate NCSD Comments and Submit 100 Copies of Final;
- Prepare and Submit 20 Sets of the 90% Design, bid specifications, and cost estimate;
- Assist in Securing Permits;
- Prepare and Submit 20 Sets of the 100% design, Bid specifications, and cost estimate;
- Provide all services necessary to advertise, interact with bidders and open bids;
- Provide for Electronic Bid Plans and Specifications Clearinghouse;

- Assist the District in resolving bid protests;
- Present Bids/Recommendations to the Board for Award;
- Assist in Securing Required Contract Submittals;
- Participate in Job Walk with construction team;
- Participate in Partnering Session with construction team;
- Provide engineering services during construction
- Prepare and submit 20 copies of Monthly Progress Report
- Participate in at least One Board Meeting per month;
- Participate in Committee Meetings and Forums as requested;
- Prepare Exhibits for public meetings as requested by the District;
- Submit electronic copy of all work product deliverables in a format acceptable to NCSD;

The District does not expect to perform value engineering as part of this contract.

The District does not intend to pre-qualify contractors.

The District will conduct a separate recruitment, if determined necessary, for a Construction Management firm.

PROPOSAL REQUIREMENTS

Ten copies of the proposal package must be received by NCSD in a sealed envelope by 4 pm on Friday 4/21/06 to be considered. The exterior of the envelope must identify the proposal as "NCSD - Supplemental Water Project Design Services Proposal". Faxes, E-Mails, proposals not enclosed in a sealed/labeled envelope, and proposals received after 4pm on Friday 4/21/06 will be returned to the submitter. The main proposal shall be limited to 20 pages, with the exception of resumes and project lists, and include as a minimum the following:

1. Introduction
 - Present your understanding of the Project and the services requested
 - Discuss any proposed scope amendments
 - Briefly discuss the team's qualifications
2. Scope of Services and Timeline
 - Detail your proposed approach to the assignment
 - Describe your proposed timeline for execution of the requested services
3. Personnel
 - Identify and define the experience of the design team leader and provide resume
 - Indicate the location of each team member and identify where work will be done;
 - Include an organization chart depicting the name and position of all team members including employees of sub-consultants and provide resumes
 - Describe the role of each team member
4. Experience
 - Describe your teams experience with compiling environmental documentation required for design; design of water distribution systems (including piping, storage

tanks, and pumps); design of water treatment systems; bid processing; and provision of engineering services during construction

- Describe your success in meeting project budgets and timelines over the past three years and explain circumstances resulting in failures

5. References

- Provide references for projects of similar scope and nature performed within the past five years;
- List the client's name, address, and a description of the work performed. Include the name, phone, and e-mail for the client's key contact on the project.

6. Signature

- The proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) Days.

In addition to the main proposal as described above, submit in a separate sealed envelope inside the main envelope an anticipated cost summary. Identify the proposed basis of fees and charges along with the hourly rates of all team members and sub-consultants and a breakout of professional service costs and reimbursable expenses. Describe increases in said hourly rates over the past three (3) years and increases that can be expected over the next three (3) years. District will negotiate the final budget with the top ranked submitter.

SELECTION PROCESS

District will use a quality based selection process. District will screen proposals and select a short list for interviews. Interviews are tentatively scheduled for the middle of May. The Board is tentatively scheduled to select a firm for negotiation at its May 24, 2006 Meeting. Assuming the negotiation with the top ranked firm is successful, consideration of the agreement by the District Board is tentatively scheduled for June 28, 2006.

PROPOSAL EVALUATION

Proposals will be evaluated on the following:

- Responsiveness to Request for Proposal
- Work Product Timeliness
- Team Qualifications and Expertise
- Prior Experience in Providing similar services to CA Local Government
- Cost
- References

Notes:

This is a time sensitive project. The District requires prompt attention to these matters. The District uses a standard consulting agreement for all engineering services. Attached is a sample copy of the agreement that District will expect to execute with the selected design firm for this project.

District reserves the right to reject all submittals and/or re-open submittals at its discretion.

District reserves the right to negotiate with lesser ranked firms if the negotiation with the top ranked firm is unsuccessful.

The submitter retains no interest in the proposal once received by District.

For more information on the project or this RFP, contact NCSD Project Assistant, Bruce Buel, at 805-929-1133 or bbuel@nipomocsd.com.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT

Michael LeBrun, P. E.
General Manager

Enclosures

- Rough Draft SMSWP Strategic Plan Outline
- Standard Consulting Agreement

T:/DOCUMENTS/PROJECTS/SUPPLEMENTAL WATER/SMSWP/NCSD SWP DESIGN RFP BOARD 3/10/06

ATTACHMENT 2

NCSD WATER INTER-TIE PROJECT DESIGN RFP DISTRIBUTION LIST

Boyle Engineering
Cannon Associates
MNS Engineers
Penfield and Smith
Wallace Group
SAIC
MWH
Malcolm Pirnie
Provost & Pritchard
Carollo Engineers
Black & Vetch
Kennedy/Jenks Consultants

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *MLB*
DATE: MARCH 22, 2006

**AGENDA ITEM
E-2
MARCH 22, 2006**

DISTRICT APPOINTMENT TO WATER RESOURCES ADVISORY COMMITTEE

ITEM

Consider nomination of primary and alternate District representatives to the San Luis Obispo County Water Resources Advisory Committee. [Approve Nominees] – 15 min.

BACKGROUND

The San Luis Obispo County Flood Control and Water Conservation District Water Resources Advisory Committee (WRAC) advises the County Board of Supervisors concerning all policy decisions relating to water resources of the County's Flood Control and Water Conservation District.

Membership on the committee is open to various agencies and groups throughout the County, including the District. Each agency/group may have a member and an alternate. Agencies nominate candidates for Committee membership. Nominees are confirmed by the Board of Supervisors.

Currently the District's representatives on the WRAC are General Manager Michael LeBrun (primary) and Director Eby (alternate). Due to the pending resignation of the General Manager, your Honorable Board must consider new representation.

RECOMMENDATION

Board selection and approval of nominees for primary and alternate members to the WRAC. Direct staff to forward the nominees to the County Board of Supervisors for confirmation.

ATTACHMENT

N/A

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\WRAC APPT.DOC

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *MSC*
DATE: MARCH 22, 2006



GENERAL MANAGER HIRING DISCUSSION

ITEM

Consider sub-committee recommendation to acquire services of a professional recruiter. In the alternative, direct staff to recruit and approve Salary range and review timeline. [Recommend Approval] – 30 minutes.

BACKGROUND

On March 16, 2006, the personnel sub-committee (Directors Vierheilg and Wirsing) met with staff to discuss options for hiring a new General Manager. The two basic options include contracting for the services of a professional recruiting firm or carrying out the recruitment process "in-house".

The sub-committee recommendation is to contract for the services of a professional recruiter. In response to the District's request for recruitment proposals, three professional recruiters responded (proposals attached). An additional proposal is expected in the near future. At the time of the March 16 sub-committee meeting, all proposals were not available; therefore the sub-committee was not able to provide a specific recommendation. If time allows, the committee will meet prior to the Regular Board meeting with the intent of developing a specific recommendation.

Based on the proposals received, a budget adjustment of approximately thirty-thousand dollars (\$30,000.00) will be needed to cover the cost of recruiting services. The monies are available in the District's property tax fund.

If your Honorable Board decides to carry out the recruitment process in-house, staff is seeking the approval of the attached draft job announcement and starting salary range. A time-line for the recruitment process is attached.

RECOMMENDATION

Consider the Committee recommendation, draft Job Description and starting salary range. Approve use of a professional recruiting firm. Alternatively, approve the Job Description and starting salary range.

ATTACHMENTS

- Recruitment proposal (three each)
- Draft Job Description and Starting Salary Range
- Tentative Timeline

NCSD General Manager Recruitment 2006 Timeline

Timeline for recruiter led process.

April 12, 2006: Selection of professional recruiter by Board of Directors.

Initiate a process led by recruiter which is expected to last approximately 3 months. Various meetings with staff, sub-committee, and full-Board as directed by recruiter.

Timeline for “in-house” process.

DATE	ACTION
March 22	Job Description and salary range finalized and approved by Board of Directors
March 27	Distribute notice and advertise
April 4	Jobs Available Publication goes out
May 12	Application deadline
May 15-26	Application screening and reference checks by sub-committee – select candidates for 1 st interview.
May 29 – June 9	1 st Interview (conducted by full Board in Special Meeting closed session)
June 12- 16	Review candidates/interview scores, select call backs (full Board)
June 19 – 30	Perform back-ground checks on call-backs. (Outside services)
July 3 - 14	2 nd Interview(conducted by full Board in Special Meeting closed session) and selection
July 17 – 21	Negotiation with selected candidate, sign contract. (Board President)
July 24 – August 31	Candidate notice to previous employer/relocation
September 1, 2006	New General Manager starts work

NIPOMO COMMUNITY

BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR



SERVICES DISTRICT

STAFF

MICHAEL LeBRUN, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT ADMINISTRATOR
JON SEITZ, GENERAL COUNSEL

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: NipomoCSD.com

DRAFT

GENERAL MANAGER

NIPOMO COMMUNITY SERVICES DISTRICT
NIPOMO, CALIFORNIA

Starting Salary \$85,000 to \$100,000 annually, DOQ
(Includes an excellent benefits package)

The Nipomo Community Services District is located on the California Central Coast between the incorporated cities of Arroyo Grande and Santa Maria. The District operates under a Board of Directors/General Manager model where the General Manager is the "Chief Executive Officer" of the agency. Reporting directly to a five-member elected Board of Directors, the General Manager is responsible for overseeing overall operation and administration of the District. The General Manager oversees preparation of a twice-monthly public meeting agenda and administrates the public meetings.

The District provides water, wastewater treatment, solid waste disposal, limited drainage, street lighting, and street landscaping services to approximately 13,000 residents in an unincorporated area of San Luis Obispo County. The District has twelve employees and an annual budget of approximately \$3.5 million.

The ideal candidate will possess strong public speaking skills, political awareness, in-depth knowledge of water supply and distribution, water rights, wastewater operations, solid waste issues, California environmental regulations, an understanding of fiscal responsibility and accountability, technical, financial and management skills. The successful candidate must have the ability to work well with the elected Board of Directors, District staff and the community.

The ideal candidate will possess a bachelor's degree in one of the following fields: engineering, public administration, business administration, or a related field. Ideal ^{candidate} will have a minimum of five years of increasingly responsible experience in administering public utilities and public works projects. Technical and administrative experience in water and wastewater operations is highly desirable. The current General Manager is resigning.

Application deadline: ***** Postmark date not accepted. Résumés are welcome, but will not be accepted in lieu of a completed District application and supplemental questionnaire.

Nipomo Community Services District, PO Box 326, Nipomo, CA 93444, or email lbognuda@nipomocsd.com or call (805) 929-1133.

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *MIL*
DATE: MARCH 22, 2006



INTERIM-GENERAL MANAGER PROCESS UPDATE

ITEM

Staff will update Board of Directors on search for Interim-General Manager [Update, no action recommended] – 20 minutes.

BACKGROUND

On March 15, 2006, staff sent the attached announcement to five persons who had expressed interest in the Interim-General Manager position. Additionally, staff posted the information on the District web site and sent a broad email notification of the position posting. Staff also contacted Personal Service Skills, a placement service agency that works with the California League of Cities and requested a search of their Interim-General Manager/City Manager resume database for potential candidates.

The application deadline for the Interim-General Manager position is April 14, 2006. During the following week, the personnel sub-committee will review the applications and select the two or three top candidates for interview by your Honorable Board.

RECOMMENDATION

Receive update, direct staff.

ATTACHMENTS

- Interim-General Manager Announcement

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\INTERIM-GENERAL MANAGER UPDATE.DOC

NIPOMO COMMUNITY

BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR



SERVICES DISTRICT

STAFF

MICHAEL LeBRUN, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT ADMINISTRATOR
JON SEITZ, GENERAL COUNSEL

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: NipomoCSD.com

Interim-GENERAL MANAGER

NIPOMO COMMUNITY SERVICES DISTRICT
NIPOMO, CALIFORNIA

Salary \$6,500 to \$9,000 monthly (full-time basis), DOQ

The Nipomo Community Services District is an enterprise District which functions under a Board of Directors/General Manager model. The District is located on California's Central Coast in southern San Luis Obispo County, between the incorporated cities of Arroyo Grande and Santa Maria. The District provides water, wastewater treatment, solid waste disposal, limited drainage, street lighting, and street landscaping services to approximately 13,000 residents in an unincorporated area of San Luis Obispo County. The District has twelve employees and an annual budget of approximately \$3.5 million.

The District requires the services of a part-time, interim-General Manager while the Directors are recruiting a permanent replacement for the current General Manager who is resigning effective May 19, 2006. The successful candidate will be required to begin work with the District no later than May 1, 2006. The interim General Manager will work on a month-to-month contract basis. Employment will continue until a permanent replacement has been hired (approximately six months). The position is envisioned to demand approximately 80 hours per month, with weekly hours varying based on the Board of Directors meeting schedule. Regular Board meetings are scheduled on the second and fourth Wednesday of the month.

The ideal candidate will possess substantial experience in Special District/City management and administrative process. The interim-General Manager will be responsible for the overall coordination of District day-to-day operation, public meeting agenda preparation, and public meeting administration. A competent and seasoned staff is in place. The successful candidate must have the ability to work well with the elected Board of Directors, District staff and Community.

The ideal candidate will have a bachelor's degree in engineering, public administration, business administration, or a related field, experience in administering public utilities projects, and a minimum of ten years of increasingly responsible experience in Special District/City management. Technical and administrative experience in water and wastewater operations is highly desirable.

Application deadline: April 14, 2006 (Postmarks not accepted). Résumés are welcome, but will not be accepted in lieu of a completed District application (Attached).

TO: BOARD OF DIRECTORS
FROM: MICHAEL LeBRUN *MLB*
DATE: MARCH 22, 2006

**AGENDA ITEM
F
MARCH 22, 2006**

MANAGER'S REPORT

ITEM

Standing report to your Honorable Board
Period covered by this report March 3, 2006 through March 17, 2006.

DISTRICT BUSINESS

Administrative

Water Service Requests/Allocation Accounting: No new allocations during the period with the exception of the reissued Intent-to-Serve letter authorized at the March 8, 2006 meeting (1.6 acre-feet). With 46% of the water year complete, allocation stands at 19.3-AF or 38% of the annual allowed allocation of 51-AF. Of the 19.3-AF allocated, 8.3-AF is from prior year phasing. In addition to the 11-AF allocated this water-year, 4.5-AF has been phased out to future water years.

Rainfall totals: The Tribune is reporting Nipomo's seasonal rainfall total to date as 14.3 inches, with rain falling and further rain predicted in the coming week. It appears this year's rainfall will meet or exceed the long term annual average of 16.82 inches (Beeby, 2002 Trial Exhibit C-4).

Safety Program

No injury reports during the period.

Administrative Other

The San Luis Obispo Chapter of the California Special Districts Association announced their annual meeting for April 21, 2006. The flyer is attached. It is standard District protocol to have the Board President represent the District at the meeting. If your Honorable Board desires to make other arrangements a discussion item needs to be added to the next agenda.

Project Activity

Please see the attached report by District Projects Assistant Bruce Buel.

Field Activity

Wastewater

Blacklake Salt Violations: Efforts continue to address salt violations of Blacklake sewer plant discharge. (No update this reporting period)

Conversion to surface aeration is nearly complete at both the District's wastewater plants. Surface aeration will improve sludge digestion/management and is far more accessible for maintenance than the previous sub-surface systems. Additionally, surface aeration is much more energy efficient and is expected to lower operation cost at both plants. This project is being undertaken by District staff with assistance by electrical contractors. The conversion has lead to the rendering blower equipment at the Blacklake plant obsolete. This equipment will be put on a surplus list and advertised for sale.

Field Activity (continued)

On Sunday March 5, 2006, a sewage spill occurred at the Palms Lift Station. CDF staff alerted District field personnel to the situation. The high level alarm at the lift-station was found to be inoperable and has subsequently been repaired. Approximately 700 gallons of sewage was spilled to ground surface and drained to a nearby basin. No surface water bodies were affected. Staff washed and chlorinated the area. A report will be made to the Regional Board in the March monthly report.

RECOMMENDATION

Staff seeks direction and input from your Honorable Board.

ATTACHMENT


- Memorandum from District Projects Assistant
- SLO Chapter of CSDA Annual Meeting Flyer



NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET
POST OFFICE BOX 326
NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932
Web site address www.nipomocsd.com

MEMORANDUM

TO: MICHAEL LEBRUN, GENERAL MANAGER
FROM: BRUCE BUEL, PROJECTS ASSISTANT 
DATE: MARCH 15, 2006
RE: PROJECTS UPDATE – 2/27/06 to 3/15/06

Following is a narrative describing the status and progress on projects that office and field staff has worked on from 2/27/06 through 3/15/06:

NCS D Water Intertie Project –

- This project is in environmental review with the Draft EIR expected to be circulated in May 2006.
- The Board on March 8, 2006, reviewed the draft Project Objectives and set an item on the Board's April 12, 2006 Agenda, to consider adopting final Project Objectives; reviewed the rough draft Design Services RFP and set an item on the Board's March 22, 2006 agenda to consider authorizing circulation; and reviewed a rough draft Strategic Plan Outline for the Project.
- The Ad Hoc Environmental Review Committee met three times to review and edit the objectives and the RFP.
- Staff held three meetings with Doug Wood of Douglas Woods & Associates to further the Draft EIR and to negotiate an amendment to the CEQA Services Agreement between NCS D and Doug Wood;
- The Board is scheduled to review the draft Agreement Amendment with Doug Wood at its March 22, 2006 Board Meeting;
- Staff inspected all of the potential routings and facility locations for the Intertie project.
- Staff researched permit, land acquisition and funding issues related to the project.

- Staff has accomplished all critical path tasks necessary to accomplish the Timeline set forth in Section VI of the attached Strategic Plan Outline. Software to facilitate graphical representation of the critical path network is on order. Staff will incorporate critical path information and provide a graphical presentation in future status reports.

Southland WWTF Upgrade Project –

- This project is at the concept stage both in responding to the RWQCB's Notice of Violation (NOV) and considering logical upgrades to the WWTF and to the adjacent collection system.
- The Board on March 8, 2006, received a staff update on the Project and authorized circulation of a Feasibility Study RFP so that the Board can consider retaining a consultant at its April 12, 2006 Board Meeting.
- Staff posted notice of the consulting opportunity at the office and on the District's website and mailed out RFPs to five firms on March 9, 2006.
- Staff has met with several interested consulting engineers regarding the feasibility study.
- Staff has had numerous conversations with RWQCB staff regarding the NOV and was able to negotiate a time extension for response to July 6, 2006.

Southland Shop Upgrades –

- This Project is at the concept stage with the expectation that staff will bring options to the Board this spring for enlarging the shop and reorganizing the site.
- Staff has developed rough design layouts for alternative upgrades to the shop and a punch list of upgrades for the grounds.

Standards and Specifications –

- The technical phase of this project is nearing completion and staff expects to present a draft set of revised Standards and Specifications (S&S) to the Board in April.
- The Consultant (Boyle) has circulated a review draft of the S&S; staff has edited this submittal and held meetings with the consultant to finalize the details.
- Staff expects that the consultant will submit the proposed set of S&S by the end of March for presentation to the Board.

Hetrick Road Waterline Upgrade –

- This project is nearing completion of design and staff expects to present the plans and bid documents to the Board in April or May.

- The consultant (Boyle) has developed a draft set of the plans and is expected to complete the bid documents by early April.
- Staff has met with the consultant and has provided direction in regards to design and process.

Blacklake Pump Station Upgrade –

- This project is in the concept design phase with the consultant expected to produce a draft concept design report for upgrades to the pumps and the distribution system by the end of May.
- Staff has met with the consultant (Boyle) to visualize options for increasing water flows to keep up with peak period demands.
- Staff is independently preparing to upgrade the intertie between the Town System and the Blacklake System so that the District can take the Blacklake Pump Station off-line when it comes time for the upgrade.

Frontage Road Relocation –

- The County is the lead agency on this project, which is in its concept phase with no defined timeline for completion.
- Staff has reviewed the Options Report prepared by the County and is “standing-by” until the lead agency proposes further action.

Telemetry and Control (SCADA)–

- The Telemetry and Control System is functioning with all water storage reservoirs, ten wells, 12 lift stations, both WWTFs, the Blacklake Blower Building, and the Blacklake Connection connected.
- Staff still needs to integrate additional facilities and start using the data capabilities of the software to gather data.
- A contract closure meeting with the contractor is pending.

Geographic Information System (Geo-Viewer)

- The GIS System is functioning with data attributes available for most layers in most of the District's Service Area.
- Staff is still adding data and attempting to rectify features to the actual geography.

Basin Groundwater Monitoring

- The contract details remain under discussion with District legal staff and the consultants contract managers. Staff is underway with the consultant (SAIC) gathering data as authorized by the Board at its December 14, 2006 Board Meeting.
- Staff expects that this program will extend for multiple years and will involve interaction with the other basin stakeholders.
- Staff continues to gather data for integration into the Data Base to be designed by the consultant.

Preventative Maintenance and Staffing Review -

- This project has just started with staff assembling all systems and facilities.

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Rough Draft NCSD SUPPLEMENTAL WATER PROJECT Strategic Plan Outline

3/8/06

- I. CEQA Timeline
- II. Design Timeline
- III. Permit Timeline
- IV. Land & ROW Timeline
- V. Funding Timeline
- VI. Critical Path
- VII. 2006 Board/Committee Meetings

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I. Rough draft NCSD-SWP CEQA TIMELINE

1. PROJECT OBJECTIVES DEFINITION

- A. Initial Board Review 3/8/06
- B. Web & Office Posting 3/8/06 to 4/12/06
- C. Board Determination 4/12/06

2. DRAFT EIR

- A. Prepare Printcheck Draft 4/14/06 to 5/4/06 (21 days)
- B. Prepare Circulation Draft 5/4/06 to 5/11/06 (7 days)
- C. Printing 5/11/06 to 5/18/06 (7 days)
- D. NOC/Circulation 5/22/06 to 7/10/06 (49 days)
- E. Board Status Report 5/24/06
- F. Presentation to WRAC 6/7/06

3. FINAL EIR

- A. Committee Review #1 7/13/06
- B. Prep Ad Draft Responses 7/10/06 to 8/10/06 (30 days)
- C. Committee Review #2 8/10/06 to 8/24/06 (14 days)
- D. Prepare Printcheck Draft 8/24/06 to 9/7/06 (14 days)
- E. Edit and Print Final 9/7/06 to 9/21/06
- E. Presentation to Board 10/11/06

4. CERTIFICATION

- A. Prepare Findings 9/21/06 to 10/5/06
- B. Certification Hearing #1 10/11/06
- C. Certification Hearing #2 10/25/06
- D. Notice of Determination 10/25/06

5. PROJECT SELECTION

- A. Committee Review TBD
- B. Board Review TBD

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II. Rough Draft NCSD-SWP Design Timeline

1. DESIGN TEAM SELECTION

- | | | | |
|----|---|---------|----------------------|
| A. | Prepare Draft Design Services RFP | 3/17/06 | |
| B. | Board Review RFP and Concept | 3/22/06 | (See Footnote No. 1) |
| C. | Circulate Design Services RFP (mail/post) | 3/24/06 | (See Footnote No. 2) |
| D. | Receive Design Services Proposals | 4/21/06 | |
| E. | Committee Review of Proposals | 4/28/06 | |
| F. | Screen to Short List | 5/5/06 | |
| G. | Short List Interviews | 5/17/06 | |
| H. | Board Selection/Authorize Negotiation | 5/24/06 | |

2. DESIGN SERVICES AGREEMENT

- | | | | |
|----|----------------------------|-----|--|
| A. | Negotiate Design Agreement | TBD | |
| B. | Board Review | TBD | |
| C. | Execute Agreement | TBD | |

3. QUALITY CONTROL (QA/QC) TEAM SELECTION

- | | | | |
|----|-------------------------|---------|--|
| A. | Circulate QA/QC RFP | 5/25/06 | |
| B. | Receive QA/QC Proposals | 6/15/06 | |
| C. | Board Review | 6/28/06 | |
| D. | Execute Agreement | TBD | |

4. DESIGN

- | | | | |
|----|--------------------------|-----------------------|--|
| A. | Issue NTP#1 | TBD | |
| B. | Research & 30% Design | 120 Days from NTP#1 | |
| C. | 30% Review & Issue NTP#2 | TBD (See Footnote #3) | |
| D. | 90% Design Submittal | 120 Days from NTP#2 | |
| E. | 90% Review & Issue NTP#3 | TBD | |
| F. | 100% Design Submittal | 21 Days from NTP#3 | |
| G. | Printing | 7 Days | |

5. CONSTRUCTION MGMT (CM) TEAM SELECTION – If Necessary

- | | | | |
|----|----------------------|-----|--|
| A. | Circulate CM RFP | TBD | |
| B. | Receive CM Proposals | TBD | |
| C. | Board Review | TBD | |
| D. | Execute Agreement | TBD | |

6. ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

- | | | | |
|----|-----------------------|-----|--|
| A. | Negotiate ESDC BUDGET | TBD | |
| B. | Board Review | TBD | |
| C. | Execute Agreement | TBD | |

II. Rough Draft NCSD-SWP Design Timeline (Continued)

7. BIDDING

- | | | |
|----|--------------------------------------|-----|
| A. | Advertise | TBD |
| B. | Open Bids and Resolve Protest | TBD |
| C. | Award Bids | TBD |
| D. | Execute Contracts/Secure Bonds, Etc. | TBD |
| E. | Issue NTP | TBD |

NOTE #1: Assumes no Value Engineering Exercise and CM is not done by Design Team

NOTE#2: Potential Design Firms –Cannon; Boyle; Wallace; EDA; RRM; Penfield Smith; SAIC; MNS; Provost & Pritchard; Malcolm Pirnie; Carollo; MWH; Black and Vetch; Kennedy Jenks;

NOTE #3: Assumes 30% Submittal instead of the 75% proposed by Cannon (June 2005)

III. Rough Draft NCSD-SWP Permit Timeline

1. INITIAL CONTACTS & CONFIRMATIONS

A.	Letter to Each Agency	3/30/06	(See Footnote #1)
B.	Calls/Meetings with Each Agency	4/5 to 4/26	
C.	Determine Time Sensitive Research	4/26/06	
D.	Secure Proposals to Perform Research	TBD	(See Footnote #2)
E.	Board Consideration of Proposals	TBD	
F.	Execute Agreements	TBD	
G.	Perform Research & Secure Results	TBD	
H.	Summary of Results	TBD	

2. DEIR COMMENT REVIEW

A.	Review DEIR Comment Submitted	7/10/06	
B.	Calls/Meetings with Each Agency	7/11/06 to 7/25/06	
C.	Summary of Results	7/31/06	

3. PERMIT PROCESSING

A.	Prepare and Submit Application	TBD	(See Footnote #3)
B.	Interact with Agency	TBD	
C.	Negotiate Potential Conditions	TBD	
D.	Committee Review of Policy Issues	TBD	
E.	Board Review of Policy Issues	TBD	
F.	Secure Permits	TBD	

4. PERMIT IMPLEMENTATION

A.	Secure Proposals for New Research	TBD	
B.	Board Consideration of Proposals	TBD	
C.	Execute Agreements	TBD	
D.	Perform Research & Secure Results	TBD	
E.	Integrate Conditions/Research into Design	TBD	
F.	Integrate Conditions into Construction	TBD	

NOTE #1 – Permit Agencies: US ACE (Section 404 & NPDES); Ca DFG (1601); CCRWQCB (401 & NPDES); USFWS (7g/10); Caltrans (Encroachment); City Santa Maria (Encroachment Permit); County Santa Barbara (Encroachment Permit); County of SLO (Encroachment Permit);

NOTE #2 – Mitigation D7 Research must start by 8/15/06 to conclude by 10/31/06

NOTE #3 – As soon as possible after FEIR Certification

IV. Rough Draft NCSD-SWP Land & ROW Timeline

1. INTIAL CONTACTS

- A. Letter to Each Owner 3/17/06
- B. Calls to Each Owner 3/24/06 to 3/31/06
- C. Summary of Results 4/7/06

2. ROUGH APPRAISAL

- A. RFQ/RFP to Potential Appraisers 3/17/06 (See Footnote #1)
- B. Receive Proposals 4/7/06
- C. Board Selection re Rough Appraisal 4/26/06
- D. Execute RA Agreement 4/28/06
- E. Secure Rough Appraisal 5/31/06
- F. Board Review (Closed Session) 6/14/06

3. DETAILED APPRAISAL

- A. Board Authorization for Detailed 11/15/06
- B. Execute D A Agreement 11/17/06
- C. Secure Detailed Appraisal Jan 2007
- D. Board Review (Closed Session) Jan 2007

4. NEGOTIATIONS

- A. Tender Offers Jan 2007
- B. Negotiate w Prop Owners Jan 2007 to TBD
- C. Board Review Feb 2007
- D. Open Escrows Feb 2007 to TBD
- E. Board Review TBD

5. FUNDING

- A. Secure Funding Feb 2007
- B. Board Adopt Notice of Acceptance Feb 2007
- C. Close Escrow TBD
- D. Secure Title and File Documents TBD

NOTE #1 – Potential Appraisers: Reeder Gilman; Schenberger et al

V. Rough Draft NCSD-SWP Funding Timeline

1. EVALUATION OF OPTIONS

A.	Project Connection Charge Revenues	2/28/06 to 3/31/06	(Note #1)
B.	Describe Potential Grants/Appropriations	2/28/06 to 3/31/06	(Note #2)
C.	Describe Low Interest Loans	2/28/06 to 3/31/06	(Note #3)
D.	Describe Municipal Bond/COP Options	2/28/06 to 3/31/06	(Note #4)
E.	Describe Purveyor Buy In Options	2/28/06 to 3/31/06	
F.	Describe LLP Turn Key Concept	2/28/06 to 3/31/06	
E.	Summary of Results	4/5/06	

2. INITIAL REVIEW OF OPTIONS

A.	Committee Review	>4/5/06
B.	Board Review	4/26/06

3. FUNDING DEVELOPMENT

A.	Connection Charge Monitoring	Ongoing
B.	Grant Monitoring & Applications	Ongoing
C.	Process Loan/Bond/COP Paperwork	TBD
D.	Secure Funds	TBD

NOTE #1 - Also track County In-Lieu Fees for O&M Coverage

NOTE #2 – Prop 50 w County; Prop 50 NCSD; Fed WRDA

NOTE #3 – Ca SRF; CIEDB; USDA

NOTE #4 – Assessment Bond; Revenue Bond; COP w CSDA; COP NCSD

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VI. Rough Draft NCSD-SWP Critical Path

ELEMENT	TIMEFRAME
Draft EIR	3/9/06 to 7/10/06
Permit Scoping	3/28/06 to 7/13/06
Time Sensitive Research	3/28/06 to 7/13/06
Land Option Evaluation	3/28/06 to 7/13/06
Funding Option Evaluation	3/28/06 to 7/13/06
Final EIR Processing	7/13/06 to 10/11/06
FEIR Certification	10/11/06 to 10/25/06
Project Selection	10/25/06 to 11/22/06
30% Design	10/25/06 to Feb 07
Permits and Conditions	10/25/06 to Feb 07
Funding Procurement	10/25/06 to Feb 07
Land Acquisition	Feb 07 to June 07
90% Design	Feb 07 to June 07
Bidding	July 07
Contract Award	July 07
Permit Final	July 07 to August 07
NTP	August 07

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VII. Rough Draft 2006 NCSD-SWP Board/Committee Meetings

Board Meeting Date	Committee Meeting Date	TOPIC
3/8	3/3	Policy Issues & Timelines Policy Issues & Timeline
3/22		Design Services RFP
4/12	<4/26	Project Objectives
4/26		Funding Options Funding Options; Retain Appraiser
5/10	<5/24	Review Design Proposals
5/24		Select Design Team & DEIR Status Report
6/14		Review Rough Appraisal Results
6/28		Design Team Agreement & QA/QC Team Selection
7/12	7/13	Review of FEIR Comments
7/26		
8/9	<8/24	Review of Responses to FEIR Comments
8/23		
9/13		
9/27		
10/11		FEIR Certification #1
10/25		FEIR Certification #2
11/8		Project Selection #1
11/22		Project Selection #2; Authorize detailed proposals

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SAN LUIS OBISPO CHAPTER / CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

ANNUAL MEETING

**April 21, 2006, 5:30 p.m.
OCSD Conference Room, Oceano, CA**

Agenda:

- * Report by Paul Hood: LAFCO Executive Officer**
- * CSDA Alternate Member on LAFCO Appointment (Term January 1, 2005 - December 31, 2009) ****

DELI SANDWICHES AND FIXINGS WILL BE SERVED (\$15.00 per person)

**RSVP TO VIRI OR JODY WITH THE NUMBER ATTENDING
481-6730**

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