

TO: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

FROM: PETER V. SEVCIK *PVS*
DISTRICT ENGINEER

DATE: SEPTEMBER 5, 2012

**AGENDA ITEM
E-1
SEPTEMBER 12, 2012**

**CONSIDER DRAFT SAN LUIS OBISPO COUNTY
INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM
MEMORANDUM OF UNDERSTANDING**

ITEM

Consider Draft San Luis Obispo County Integrated Regional Water Management Program Memorandum of Understanding [PROVIDE POLICY DIRECTION TO STAFF].

BACKGROUND

The District entered into a Memorandum of Understanding (MOU) with the County of San Luis Obispo in 2009 that allows the County to apply for regional grant funding on behalf of the District. Such a formal understanding was required by the California Department of Water Resources in regards to applying and competing for Proposition 84 Bond Funding.

The County was awarded a Proposition 84 Implementation Grant in 2011 that includes some funding for the District's Supplemental Water Project. One of the conditions of the grant award is that the County updates the existing Integrated Regional Water Management Plan. The County, working through the Water Resources Advisory Committee (WRAC), has developed a revised governance approach and MOU. Attachment A is provided by the County and provides the background and significant changes to the governance structure. Attachment B is the proposed draft MOU.

The County is seeking comments on the draft MOU before the MOU is finalized and considered by the County Board of Supervisors. County staff will make a brief presentation to the Board and be available to answer Board questions regarding the Draft MOU.

FISCAL IMPACT

Adoption of the MOU could result in future grant funding for District infrastructure projects.

STRATEGIC PLAN

Strategic Plan Goal 1.2 – Secure New Supplies
Strategic Plan Goal 2.2 – Upgrade and Maintain Collection and Treatment Works
Strategic Plan Goal 3.2 – Strengthen Strategic Ties with County of San Luis Obispo

RECOMMENDATION

Staff recommends that the Board accept County staff's presentation regarding the Draft MOU, ask questions as appropriate, suggest any edits to the Draft MOU, and provide direction to staff.

ATTACHMENTS

- A. County Background on Draft MOU
- B. Draft MOU dated August 3, 2012

SEPTEMBER 12, 2012

ITEM E-1

ATTACHMENT A

San Luis Obispo County Background and Changes to Governance Summary

Background. Our Region's current IRWM governance (in other words, operational or management) structure was formalized in 2009 by an Memorandum of Understanding (MOU). Three or more of these stakeholders needed to sign the MOU for our Region's approval in order to demonstrate that our region formed a Regional Water Management Group (RWMG). Eleven agencies signed the MOU in early 2009 - your agency was one of those original eleven.

Under this model, the District has acted as the lead agency for IRWM efforts, in conjunction with the WRAC. The WRAC, advisor to the District, meets regularly and publicly, is made up of local water resources stakeholders, and makes recommendations on appropriate IRWM actions and deliverables on behalf of the RWMG. The current MOU reflects a governance structure of this nature. The governance structure, and consequently, MOU, required revisions to encourage increased participation and meet State guidelines. The revised MOU also transitions the decision-making from the WRAC to the RWMG, thereby allowing the RWMG agencies to play a more direct role in defining IRWM activities, program methodologies (e.g. project solicitation and evaluation), etc.

On February 1, 2012 the WRAC approved formation of three IRWM ad hoc sub-regional subcommittees and appointed three individuals to each. This diverse set of stakeholders was charged with drafting a new governance structure/MOU and providing sub-regional stakeholder input to the IRWM Plan update.

Highlights of the Revised IRWM MOU. The subcommittee met on May 3, 2012, June 6, 2012, and July 9, 2012 to review IRWM governance concepts that would meet the concerns of agencies that previously did not sign the MOU (aiming to bring in more program participants) and address the new State guidelines (e.g. fair and balanced decision making, comprehensive stakeholder input). A new governance concept and revised draft IRWM MOU is attached. The main governance updates include:

- **Use of Sub-regions** – Facilitates increased stakeholder participation within the three sub-regions during plan development. The sub-regions were defined after considering planning needs, jurisdictions and watershed/ hydrogeologic boundaries (North Coast, North County, South County – see map attached to draft MOU).
- **Clarification of IRWM roles and responsibilities** – Tiered participation levels:

Program Participant	Requirement to Participate/Grant Eligibility	Summary of Role
<i>Regional Water Management Group</i>	Execute MOU / Adopt current '07 IRWM Plan	Develop/implement plan; decision-making (e.g. project selection for grants); eligible to submit projects/programs for consideration of grant funding
<i>Lead Agency</i>	N/A (see RWMG)	Program administrator
<i>WRAC</i>	N/A	Advise Lead Agency Board; provide public forum/secondary review of Plan updates
<i>RWMG Working Group</i>	N/A (subset of RWMG)	Subset of RWMG; provides sub-regional input; evaluates projects/ programs
<i>Implementation Affiliates</i>	Provide project information / Adopt current '07 IRWM Plan	Eligible to submit projects/programs for consideration of grant funding
<i>Interested Stakeholders</i>	N/A	Participate in public discussions

· **Decision Making Loop** – The RWMG makes recommendations to the Lead Agency at key decision points (e.g. project/program selection for grant applications). If the Lead Agency (District Board) alters recommendations of the RWMG, the Lead Agency will hold a public hearing for the RWMG agencies to appear and address the Lead Agency prior to making a final decision.

· **Non-Binding and Termination** – The MOU is non-binding and allows for termination of an agency's involvement at any time, as long as the agency provides 30 days advance notice.

Draft MOU Schedule of Distribution/ Execution. In order to utilize the improved governance structure for developing a Round 2 Implementation Grant Application by March 2013 and updating the IRWM Plan by mid-2014, the following is the basic/tentative timeframe for MOU consideration and execution:

- August 2012 – Current RWMG agencies consider revised draft MOU; seek concurrence for revised governance structure
- September 2012 – Finalize MOU; take to Flood Control District Board of Supervisors to consider executing MOU
- September/October 2012 – Other agencies consider executing MOU
- October/November 2012 – RWMG is formed under new governance structure

*This allows the RWMG to form and participate in the Round 2 Implementation Grant Application project evaluation and decision-making process (November/December 2012).

SEPTEMBER 12, 2012

ITEM E-1

ATTACHMENT B

San Luis Obispo County Region
Integrated Regional Water Management Program Participants
Memorandum of Understanding

1. BACKGROUND

The State of California has established an Integrated Regional Water Management (IRWM) planning and grant program pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code (PRC) Section 75001 et seq., also known as Proposition 84). This program is anticipated to be perpetuated and/or modified by future Bond acts. The IRWM program provides guidance for collaborative efforts to manage all aspects of water resources in a region by crossing jurisdictional, watershed, and political boundaries to involve multiple agencies, stakeholders, individuals, and groups in order to address issues and differing perspectives of all entities involved through mutually beneficial solutions. Regions that develop IRWM plans in accordance with the guidelines are eligible for certain water resources grant funding opportunities.

In accordance with PRC Section 75001 (et seq.) and State IRWM Program guidelines, a Memorandum of Understanding (MOU) (dated 2009), signed by eleven agencies within San Luis Obispo County, established a Regional Water Management Group (RWMG) for the San Luis Obispo County IRWM Region, and the San Luis Obispo County IRWM Region was officially accepted by the State in May 2009.

The San Luis Obispo County IRWM Region water resources stakeholders have determined the need to update the IRWM MOU in order to meet new State IRWM guidelines, to clarify the governance structure for IRWM planning in the San Luis Obispo County IRWM Region, and encourage broader participation. This MOU, in conjunction with the current IRWM Plan, sets forth the San Luis Obispo County IRWM Region's governance structure thereby allowing members and other stakeholders to understand how to participate in the IRWM Plan development and implementation.

2. PURPOSE, GOALS, AND APPROACH

2.1 Purpose. The purpose of this MEMORANDUM OF UNDERSTANDING (MOU) is to establish the mutual understandings among the San Luis Obispo County Region participants with respect to their joint efforts to develop and implement an Integrated Regional Water Management (IRWM) Plan for the San Luis Obispo County Region, including the definition of common IRWM terms, roles and responsibilities of IRWM Program Participants, and decision-making processes.

2.2 Goals. The goal of the IRWM program is to provide a reliable, long-term, and high-quality water supply, and to establish a unified vision among the participants' goals for water quality improvement, ecosystem preservation, water supply protection and enhancement, ground water management and flood management, in the context of social justice and climate change adaptation, while protecting the environment. The adopted IRWM plan will identify major water-related goals, objectives and conflicts within the region, consider a broad variety of water management strategies, identify the appropriate mix of water demand and supply management alternatives, water quality protections, flood management strategies, and environmental stewardship actions.

2.3 Approach. The San Luis Obispo County Region participants are specifying their shared intent to coordinate and collaborate on water management issues, giving consideration to disadvantaged communities and Native American tribes and their water related needs. In order to enhance participation of stakeholders, it will be necessary to work at a sub-regional level to better understand the water resources needs and priorities throughout the region. When applying for grants, the San Luis Obispo County Region will strive to distribute the grant funding request

fairly across the geographic region. The goal is to distribute awarded funding from each grant cycle equally across the sub-regions (i.e. one quarter of the overall funding to benefit each of the three sub-regions' projects/programs and one quarter of the overall funding to benefit regional projects/programs), to the extent feasible.

3. DEFINITIONS

3.1 Integrated Regional Water Management Plan (Plan). A comprehensive plan for a defined geographic area which shall satisfy the requirements of California's IRWM Program.

3.2 San Luis Obispo County Region (Region). The geographic area of San Luis Obispo County, which is coterminous with the San Luis Obispo County Flood Control and Water Conservation District (District) boundary.

3.3 Local Agency. Any city, county, city and county, special district, joint powers authority, or other political subdivision of the state, a public utility as defined in Section 216 of the Public Utilities Code, or a mutual water company as defined in Section 2725 of the Public Utilities Code.

3.4 Program Participants. Development and implementation of the Region's Plan is a collaborative effort undertaken by the Region's participants, as further discussed in Section 4. The effort is being led by the District, in partnership with the Regional Water Management Group, Water Resources Advisory Committee, Implementation Affiliates, and Interested Stakeholders. Only regional projects and programs to be implemented by those agencies which have adopted the Plan will be eligible for grant applications. The Region categorizes IRWM Program Participants into the following:

3.4.1 Regional Water Management Group (RWMG). A group in which three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of the Plan, participate by means of this memorandum of understanding, in accordance with requirements of the California Water Code (CWC § 10539). The Region's RWMG members are signatories to this MOU, have adopted the current Plan, and may designate a representative to participate in RWMG activities and its Working Group. The entities must be either a Local Agency or an IRS 501(c)(3) nonprofit organization. The RWMG has the capacity to carry out projects (i.e. financial resources, management structure, adequate staffing). The agencies/organizations that form the RWMG may have planning or implementation projects eligible for State IRWM grants.

3.4.2 Water Resources Advisory Committee (WRAC). This is the committee comprised of water purveyor, resource conservation district, environmental and agricultural, and other water resources representatives that was originally established in the 1940s to advise the District Board of Supervisors on water resource issues. The WRAC is a Brown Act committee that meets monthly, with the exception of July and August. Many participants are actively engaged in issues relevant to Plan development and implementation, and will represent important stakeholder groups throughout the program.

3.4.3 RWMG Working Group (Working Group). The Working Group will involve representatives from the RWMG who have technical expertise and are able to work on the details associated with IRWM efforts. The Working Group will engage stakeholders at a sub-regional level in order to better understand the specific water resources needs and priorities of that sub-region.

3.4.4 Implementation Affiliates. These entities will adopt the Plan by resolution, but would not be signatories of the MOU. The entities must be either a Local Agency or an IRS 501(c)(3) nonprofit organization. The Implementation Affiliates have the capacity to carry out projects (i.e. financial resources, management structure, adequate staffing). In order to have a planning or implementation project eligible for State IRWM grants, agencies must be an Implementation Affiliate if they are not a part of the RWMG.

3.4.5 Interested Stakeholders. These individuals, organizations, and nonprofits (including those that are not IRS 501(c)(3) nonprofit organizations) who are interested in the IRWM program. The Interested Stakeholders may sign a letter of support for the Plan, or otherwise provide input to the RWMG, but would not be eligible for directly receiving State IRWM grant funds.

3.5 Sub-regions. The Region's IRWM program seeks to engage stakeholders and understand the water resources needs of the Region. To adequately ensure this balanced access and opportunity for participation in the IRWM program, the RWMG will utilize a sub-regional geographic structure, allowing more focused planning and local outreach efforts that are later brought into the context of the overall IRWM Region. These sub-regions have been deliberately defined in terms of logical planning and watershed/ hydrogeologic unit boundaries. These "sub-regions" include the North Coast, North County, and South County (see Attachment 1).

3.6 Regional Projects or Programs. Projects or programs to be implemented by the RWMG and/or Implementation Affiliates are identified in the Plan and are based upon the State's IRWM Guidelines under which the current Plan was adopted, which includes but is not limited to: reducing water demand through agricultural and urban water use efficiency, increasing water supplies for any beneficial use, improving operational efficiency and water supply reliability, improving water quality, improving resource stewardship, and improving flood management.

3.7 Integration. Assembling into one document the water-related management strategies, projects, programs, and plans of the Region. The development and implementation of the Plan should demonstrate the RWMG is forming, coordinating and integrating separate efforts in order to function as a unified effort in a collaborative manner that balances interests and engages a variety of stakeholders and seeks to efficiently integrate regional resources. The Plan development will identify water management strategies for the Region and the priority projects and programs that demonstrate how these strategies work together to meet goals identified in Section 2. It will also identify regional benefits of linkages between projects and plans that address different primary water-related objectives (for example, identifying regional benefits of linkages between a water supply project and a flood management project in the same watershed).

4. IRWM PROGRAM PARTICIPANTS

4.1 Program Participant Structure. Elements of the Plan will be developed and implemented by the Program Participants. The RWMG, including the District as the Lead Agency, and the Implementation Affiliates are responsible for Plan development and implementation.

4.2 Plan Development and Implementation. The Region's Plan that was adopted by the District, developed in coordination with and approved by stakeholders in 2005, and updated in 2007, will be the basis for subsequent adopted Plans for the Region. The Working Group will propose changes to the previous versions of the Plan to comply with new State guidelines and incorporate new information and projects. Since a key element of the IRWM Program is integration, the RWMG will work with Program Participants to identify water management strategies for the Region and sub-regions and the priority projects that demonstrate how these strategies work together to meet the purpose and goals in Section 2. How each Program Participant contributes and participates in Plan development and implementation is described below:

4.2.1 Lead Agency. The District will act as the lead agency for Plan development, will execute this MOU, and will adopt the Plan in accordance with 4.3 and 4.4 below. The District will ultimately be responsible for the final production of the Region's Plan, hiring consultant(s) to develop the Plan, and presentations to stakeholders, submittal of IRWM grant applications, and execution and administration of grant agreements with the State. As the Lead Agency, the District will execute and administer agreements with RWMG members and Implementation Affiliates responsible for the implementation of projects that are awarded grants, including data

collection relevant to grant agreements, project reporting, etc. Efforts described in Section 4.2.1 are subject to the availability of funding.

4.2.2 RWMG. Members will execute this MOU and adopt the Plan in accordance with 4.3 and 4.4 below. RWMG members will designate a representative with clear authority to represent the agency or organization, provide expertise, provide information in a timely manner, participate in meetings, review and approve technical documents as needed, and will provide the District with their designated representative's contact information. This representative will be eligible to participate on the Working Group. All RWMG members, whether or not their representative is participating in the Working Group, hereby agree to provide information sufficient to meet State guidelines for their regional projects and programs to be included in the Plan and participate in the review of the Plan. RWMG members will consider integrating projects and programs with other agencies when possible, especially with disadvantaged communities and Native American tribes, in accordance with State IRWM Guidelines. RWMG members responsible for the implementation of regional projects and programs awarded grant funding will be responsible, through contract with the District, for complying with the provisions of the District's grant agreement with the State. The RWMG will provide updates to the WRAC and seek WRAC support of recommendations at key decision points.

4.2.3 WRAC. The WRAC will provide a forum for public meetings/ workshops related to Plan development and implementation at key decision points. The WRAC will review and comment on the RWMG recommendations to the District's Board of Supervisors at key decision points.

4.2.4 Working Group. Representatives of the Working Group will be designated by the RWMG member and will have clear authority to represent the agency or organization, provide expertise, provide information in a timely manner, participate in meetings, review and approve technical documents as needed, and will provide the District with their designated representative's contact information. The District will provide materials with sufficient lead time for RWMG member and Working Group engagement. The Working Group will develop information, draft documents and recommendations pertaining to the Plan update consistent with current State IRWM Guidelines during Plan development. Efforts are anticipated to include stakeholder outreach, collection and incorporation of updated data, etc. The Working Group will develop information and recommendations for IRWM program planning and implementation, stakeholder outreach, and pursuit of funding opportunities. All RWMG members will participate in the process to select the Region's IRWM projects and programs for grant applications by way of the Working Group, who will conduct project/program solicitations and evaluations, and will make recommendations on grant funding allocations. The Working Group will need to conduct sub-regional public meetings during Plan development and implementation to facilitate stakeholder participation.

4.2.5 Implementation Affiliates. Implementation Affiliates shall adopt the Plan in accordance with Section 4.3. Implementation Affiliates will designate a representative with clear authority to represent the agency or organization, provide expertise, provide information in a timely manner, participate in meetings, review and approve technical documents as needed, and will provide the District with their designated representative's contact information. All Implementation Affiliates will provide information sufficient to meet State guidelines for their regional projects and programs to be included in the Plan and participate in the review of the Plan and for implementation activities, such as project status updates, project reporting, data collection, etc. Implementation Affiliates will consider integrating projects and programs with neighboring agencies when possible, especially with disadvantaged communities and Native American tribes, in accordance with State IRWM Guidelines. Implementation Affiliates responsible for the implementation of regional projects and programs awarded grant funding will be responsible, through contract with the District, for complying with the provisions of the District's grant agreement with the State.

4.2.6 Interested Stakeholders. Interested Stakeholders may participate in the Plan development and implementation process by way of participation at WRAC and/or RWMG meetings. Interested Stakeholders that are not WRAC members will be notified when an IRWM program item will be reviewed by the WRAC if they request inclusion on the IRWM contact list (Section 5.6). Sub-regional meetings will be required to ensure Interested Stakeholders, including disadvantaged communities, who may not necessarily be able to attend WRAC meetings, can participate in Plan development and implementation.

4.3 IRWM Plan Adoption. Plan approval and adoption will be required of the governing bodies of RWMG members and Implementation Affiliates. Plan updates to meet new State guidelines, add new RWMG Members, add or remove and evaluate regional projects and programs, or other updates to information do not require Plan re-adoption. Significant changes to the Plan, including revised goals and objectives, revised methodologies (such as methodology for evaluating, ranking, and prioritizing projects and programs), revised regional boundaries, or other changes deemed significant by the RWMG and the Lead Agency, will require Plan re-adoption via the decision-making process described in Section 4.5.

4.4 Personnel and Financial Resources. It is expected that Program Participants will contribute the resources necessary to fulfill the responsibilities listed within Section 4 of this MOU. Program Participants that receive implementation grant funding, shall contribute a proportionate share of non-project costs associated with the grant agreement, based on awarded implementation funding (for example, contributing toward the cost of updating the Plan, should that be a condition of grant award)..

4.5 Decision Making. The RWMG shall develop IRWM program materials and will make recommendations to the Lead Agency at key decision points of the IRWM program. Written input will be sought between the representatives of RWMG members in the event the need for a decision arises that cannot be brought forth to the RWMG before a decision needs to be made. The District, by way of its Public Works Department, shall notify the RWMG agencies of recommendations being taken to the District's Board of Supervisors for action. The District's Board of Supervisors may approve, alter, or return any said recommendation of the RWMG. Furthermore, if the District's Board of Supervisors intends to alter an item or proposition approved by the RWMG, the District's Board of Supervisors shall set forth in writing its findings, after which the Board will hold a public hearing. The RWMG agencies shall have the right to appear and address the District's Board of Supervisors.

5. MUTUAL UNDERSTANDINGS

5.1 Need for the Region's IRWM Plan

5.1.1 To improve communication and cooperation between public and private agencies and minimize conflict-generated solutions.

5.1.2 To enhance our existing water management efforts by increasing stakeholder awareness of important issues, providing more opportunities for collaborative efforts and improving efficiencies in government and water management.

5.1.3 To qualify for state grants and other funding opportunities only available to those regions which have developed IRWM plans.

5.2 Subject matter scope of the IRWM Plan. The Plan focuses on water supply, water quality protection and improvement, ecosystem preservation and restoration, groundwater monitoring and management, and flood management as these are the most prevalent water resource issues facing the Region.

5.3 Geographical scope of the IRWM Program. The Region for this memorandum is coterminous with the boundary of San Luis Obispo County. This is an appropriate geographic region for integrated regional water management planning because it encompasses all aspects of water management generally within the same physical, political, environmental, social, and economic boundaries. The Region may engage stakeholders within the three sub-regions in order

to better understand the specific water resources needs and priorities of that sub-region, which would then be incorporated into the context of the greater IRWM Region planning and implementation.

The Region is bordered by the Greater Monterey County IRWM region to the north, the Santa Barbara County and Watersheds Coalition of Ventura County IRWM regions to the south, and the Kern County IRWM region to the east.

Water resources issues that overlap neighboring regional boundaries are either covered by existing cooperative water management plans (i.e. Nacitone Watershed Management Plan), adjudication (i.e. Santa Maria Groundwater Basin), and operational agreements (i.e. Nacimiento Reservoir), or have no defining water resource management issue. All of these items are to be included in the Region's Plan consistent with the plans of neighboring regions. The RWMG will continue to coordinate with neighboring regions to address additional water resources issues and possible integrated water management strategies in our respective IRWM plans.

5.4 Non-binding nature. This document and participation in the IRWM program efforts are nonbinding, and in no way suggest that a RWMG member or Implementation Affiliate may not continue its own planning and undertake efforts to secure project funding from any source. An agency/ organization may withdraw from participation in accordance with Section 5.7.

5.5 Other on-going regional efforts. Development of the Plan is separate from efforts of other organizations to develop water-related plans on a regional basis. As the Plan is developed, work products can be shared with these separate efforts to provide them with current information.

5.6 Reports and communications. The WRAC, an IRWM contact list, and the District's website will serve as the forum for updates and correspondence relating to the IRWM program and Plan development.

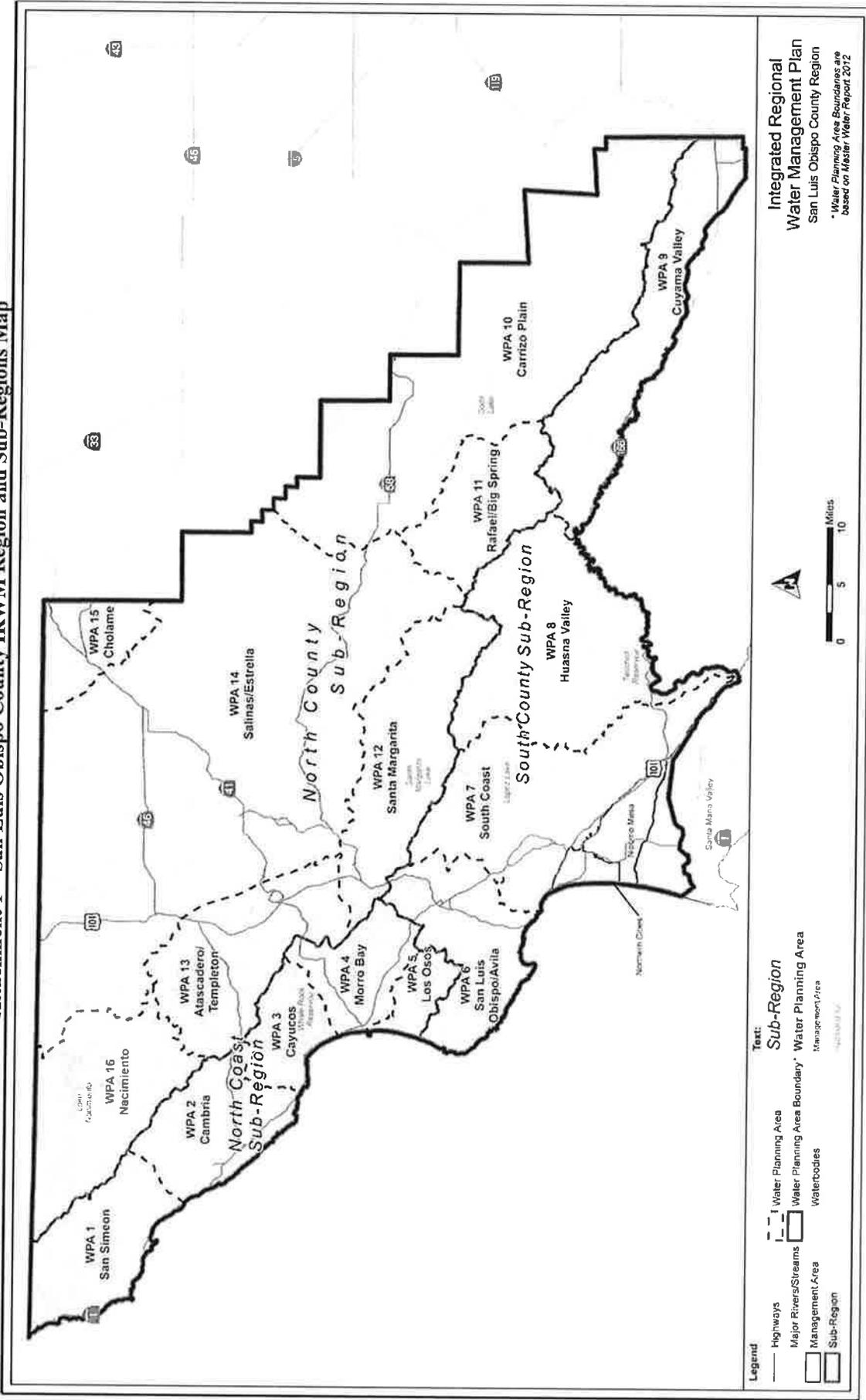
5.7 Termination. Because the Plan will require periodic review and updating for use into the future, it is envisioned that the joint efforts of those involved will be ongoing in maintaining a living document. Thus this MOU will remain as a reflection of the understandings of the RWMG Members. As indicated, parties to this MOU may terminate their involvement at any time, but must provide all RWMG agencies with 30 days' advance notice of intent to terminate.

6. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

We, the undersigned representatives of our respective agencies, acknowledge the above as our understanding of how the San Luis Integrated Regional Water Management Plan will be developed.

_____	signature
_____	printed name
_____	agency
_____	date

Attachment 1 – San Luis Obispo County IRWM Region and Sub-Regions Map



TO: MICHAEL S. LEBRUN *msl*
GENERAL MANAGER

FROM: PETER V. SEVCIK *PVS*
DISTRICT ENGINEER

DATE: SEPTEMBER 6, 2012

**AGENDA ITEM
E-2
SEPTEMBER 12, 2012**

**CONSIDER AECOM CONTRACT AMENDMENT FOR
SUPPLEMENTAL WATER PROJECT PHASE 1 FINAL DESIGN**

ITEM

Consider Contract Amendment for Supplemental Water Project Phase 1 Final Design with AECOM in the amount of \$219,691, (Includes \$129,715 previously authorized by Board), review schedule, review funding sources [CONSIDER WATER RESOURCES POLICY COMMITTEE RECOMMENDATION].

BACKGROUND

At the May 29, 2012 Water Resources Policy Committee Meeting, the Committee directed staff to explore modifications to the Supplemental Water Project that could reduce pipeline flow rate and allow for phased construction to reduce the initial capital cost of the project. At the June 13, 2012 Board meeting, the Board authorized AECOM to prepare a phasing technical feasibility study for the Supplemental Water Project as requested by the Committee. The scope of work included identification of potential phasing scenarios, performing hydraulic modeling to analyze the scenarios, and reviewing the existing pump station design based on the modeled scenarios. AECOM presented the Draft Technical Memorandum to the Board on July 25, 2012 and subsequently issued a Final Technical Memorandum on August 8, 2012.

The results of the study indicated that phasing of the Supplemental Water Project is technically feasible. The potential for executing the project in three phases to reach the existing design and delivery of 3,000 AFY (at 2,000 gpm) is described in the Technical Memorandum. The Phase 1 project includes the connection to the City of Santa Maria, transmission pipe to the Nipomo Mesa, a pump station, and disinfection systems. The Phase 1 project provides a supplemental water delivery of 400 gpm, the maximum delivery rate that the District's existing water distribution system can receive from the project without significantly increasing already high pressures in the existing water distribution system. The Phase 1 project allows the District to defer improvements under Bid Package 2 (the Nipomo Area Pipeline Improvements) until implementing higher delivery rates. At this flow rate, preliminary analysis indicated that the reservoir at the pump station could potentially be deferred, and smaller pumps could potentially be utilized at the pump station. Several additional tasks were recommended in the Technical Memorandum to confirm the preliminary conclusions for the Phase 1 project design before moving forward with planning and design of a three-phased project.

In accordance with the Board's direction at the July 25, 2012 Board meeting, staff requested that AECOM provide a proposal to confirm several design issues identified in the phasing study and finalize the design of the Phase 1 Supplemental Water Project. AECOM submitted the attached proposal to perform the work for a not to exceed amount of \$219,691. Of this amount, \$129,715 was previously authorized by the Board but was not utilized when the design was put on hold.

In addition, AECOM has developed the attached schedule for the Phase 1 Supplemental Water Project. The schedule takes into account the permitted construction window of April 15 to October 15 for Bid Package 1, Santa Maria River Crossing, and provides a shorter construction duration for Bid Package 4, Joshua Road Pump Station, since Phase 1 does not include the construction of a tank.

The Water Resources Policy Committee is scheduled to consider AECOM's proposal and the project schedule at its September 10, 2012 meeting.

FISCAL IMPACT

The phasing technical feasibility study provides the basis for establishing funding requirements for construction costs related to phasing the project. The preliminary construction cost opinion for the Phase 1 Project is \$11.6 million. Staff has also evaluated and revised other project costs including right-of-way acquisition, design, and construction management based on the proposed construction phasing plan to determine the total required funding to construct Phase 1. The total estimated remaining Phase 1 costs are as follows:

Description	Estimated Cost
Bid Package 1 - Santa Maria River Crossing	\$ 4,828,000
Bid Package 2 - Nipomo Area Pipeline Improvements	\$ -
Bid Package 3 - Blosser Road Waterline and Flow Meter	\$ 2,207,000
Bid Package 4 - Joshua Road Pump Station, Reservoir and Wellheads	\$ 3,029,000
Construction Subtotal	\$10,064,000
Construction Contingency (15%)	\$ 1,509,000
Construction Total	\$11,573,000
Right-of-Way (ROW) Acquisition	\$ 250,000
Design Engineering	\$ 450,000
Construction Management	\$ 1,736,000
Non-Construction Subtotal	\$ 2,436,000
Non-Construction Contingency (10%)	\$ 243,000
Estimated Total Non-Construction Costs	\$ 2,679,000
Estimated Total Cost	\$14,253,000

The remaining ROW acquisition cost includes updated title reports, updated appraisals, ROW agent services, and property purchase costs for four properties.

The design engineering cost noted in the table includes the contract amendment for AECOM to complete the Phase 1 design and also includes Engineering Services During Construction (ESDC) that were previously authorized by the Board.

The construction management cost has been updated based on the Phase 1 scope of work and schedule.

Potential funding availability for the project is as follows:

Description	Estimated Cost
DWR Proposition 84 Grant	\$ 2,300,000
Funds Currently Available – Fund 500 and Fund 600	\$ 3,900,000
New COP secured by remaining property tax revenue	\$ 4,600,000
Loan from Fund 700 and/or Fund 805 secured by water sales revenue	\$ 3,500,000
Estimated Total From All Funding Sources	\$14,300,000

The \$2.3 million California Department of Water Resources (DWR) grant awarded to the District through San Luis Obispo County's Integrated Regional Water Management Grant application is still available for the project if the project proceeds in a timely manner.

Fund 500, Supplemental Water (~\$1.7M), is already designated for the project. Fund 600, Property Taxes (~\$2.2M), would require the Board to make a finding to use these funds for the project.

New Certificates of Participation could be issued that would refinance, with a lower interest rate, the 2003 COP issue and secure the District's entire property tax revenue (~\$500,000) thereby raising approximately \$4.6M.

A loan from Fund 700, Water Capacity, and/or Fund 805, Funded Replacement, is possible but the funds would need to be repaid by water sales revenue.

Finally, participation by one or more of the District's partner purveyors would reduce the District's cost.

STRATEGIC PLAN

Strategic Plan Goal 1.2 – Secure New Water Supplies

RECOMMENDATION

Staff recommends that the Board:

1. Approve the contract amendment in the amount of \$219,691 (Includes \$129,715 previously authorized by Board) with AECOM for Finalizing Phase 1 Supplemental Water Project Design
2. Review Phase 1 Supplemental Water Project schedule, provide comments and edits, and provide direction to staff
3. Review funding sources and provide direction to staff

ATTACHMENTS

- A. AECOM Scope Amendment for Supplemental Water Project Phase 1 Final Design dated September 5, 2012
- B. Phase 1 Supplemental Water Project Schedule dated September 4, 2012

SEPTEMBER 12, 2012

ITEM E-2

ATTACHMENT A



AECOM
1194 Pacific Street
Suite 204
San Luis Obispo CA 93401
www.aecom.com

805 542 9840 tel
805 542 9990 fax

September 5, 2012

Mr. Michael LeBrun, PE
General Manager
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

Dear Mr. LeBrun,

Re: Proposal for Final Design and Bid Phase Services for the Nipomo Community Services District Phase 1 Supplemental Water Project

At the Board Meeting on July 25, 2012, AECOM presented the results of the Nipomo Community Services District (NCSD) Supplemental Water Project Phasing Technical Feasibility Study to the NCSD Board of Directors (Board). The results of this study indicated that revised phasing for the Supplemental Water Project is technically feasible. The potential for executing the project in three phases to reach the existing design and delivery of 3,000 AFY (at 2,000 gpm) is described in the Technical Memorandum (AECOM, August 8, 2012). The Phase 1 project includes the connection to the City of Santa Maria, transmission pipe to the Nipomo Mesa, a pump station, and disinfection systems. The Phase 1 project provides a supplemental water delivery of 400 gpm, the maximum delivery rate that the District's existing system can receive from the project without significantly increasing already high pressures in the existing water distribution system. This Phase 1 project allows the District to defer improvements under Bid Package 2 (the Nipomo Area Pipeline Improvements) until implementing higher delivery rates. At this flow rate, preliminary analysis indicated that the reservoir could potentially be deferred, and smaller pumps could potentially be utilized at the pump station. The preliminary construction cost opinion for the Phase 1 Project is \$11.6M. Several additional tasks were recommended in the Technical Memorandum to confirm the preliminary conclusions for the Phase 1 project design before moving forward with planning and design of a three-phased project.

Per the Board's request, AECOM has developed this scope amendment for the Phase 1 project design confirmation, and subsequent final preparation of the construction documents for the Phase 1 project. AECOM reviewed the scope and budget for bid phase services, last updated in October 2011. This scope amendment describes the estimated level of effort to revise the design, complete the construction documents and perform the bid phase services associated with the Phase 1 project as described in the Technical Feasibility Study. The scope and estimated fee for office engineering during construction, last reviewed and authorized with the original contract awarded in June 2008 for \$173,406, will be re-evaluated after completion of design and bidding.

The work described herein is separated by major task groups. A schedule for the proposed work has been compiled assuming the notice to proceed is issued on September 12th and assuming all three construction contracts occur concurrently. The table below summarizes the budget, showing the



remaining authorized budget and the recommended additional budget. Details for the estimated engineering fees for design and bid phase services are included in the attached spreadsheet.

DESIGN AND BID PHASE SERVICES	Remaining Authorized Budget	Recommended Additional Budget	Proposed Total Budget
Task Group 100. Phase 1 Project Design Confirmation Technical Memorandum	Not included	\$29,603	\$29,603
Task Group 200. Construction Documents	\$37,936	\$67,347	\$105,283
Task Group 300. Preliminary Phasing Schedule & Cost Opinion Technical Memorandum	Not included	\$9,385	\$9,385
Task Group 400. Project Management	\$6,366	\$1,837	\$8,203
Task Group 500. Bid Phase Services	\$85,413	(\$18,196)	\$67,217
Total	\$129,715	\$89,976	\$219,691

Scope of Work

Task Group 100. Phase 1 Project Design Confirmation Technical Memorandum

The NCSO Supplemental Water Project Phasing Technical Feasibility Study (AECOM, August 8, 2012) recommended that the District perform several additional tasks before moving forward with planning and design. This task group includes the technical tasks recommended in the Technical Feasibility Study, and a constructability review of the design changes related to deferring the buried reservoir for future construction. The work will be summarized in a draft Technical Memorandum for review by the District staff. A final Technical Memorandum will be prepared after receipt of District comments. Our budget assumes results will be presented to the Board of Directors at a regularly scheduled Board meeting. The proposed tasks are as follows:

- Update District water storage modeling to confirm the Bid Package 4 reservoir will not be required for the Phase 1 project. AECOM will utilize the model prepared for the previous Supplemental Water Project investigations and revise it using updated District demands and the revised Phase 1 delivery. We assume the District will provide updated monthly demands for 2011. AECOM will review the analysis and recommendations for water tank capacity in the District's Water and Sewer Master Plan (Cannon, 2007) and provide updated recommendations based on the phased Supplemental Water Project.
- Review the pump station operations and determine the required civil, electrical, and instrumentation revisions for operating the pump station without the reservoir during Phase 1 and investigate provision for incorporating the tank in Phase 2.
- Perform constructability review for design revisions related to delaying construction of the buried reservoir and identify potential impacts to future construction cost.

- Perform hydraulic analysis and select the Phase 1 pumps for Bid Package 4. The Technical Feasibility Study determined that the pumps currently selected for the Supplemental Water Project would be too large for the Phase 1 deliveries.
- Provide Draft and Final Technical Memorandum summarizing the results of the analyses described above.

Deliverables: Electronic copy of Draft Technical Memorandum (PDF), Electronic copy of Final Technical Memorandum and one (1) hard copy.

Task Group 200. Construction Documents (revised from existing contract)

The construction documents (plans and specifications) for the Supplemental Water Project are substantially complete. Bid Packages 2, 3, and 4 were submitted to the District as "print-check" finals in May 2012, and the 90% submittal for Bid Package 1 (Santa Maria River Crossing) was provided in April 2012. The revisions required for the Phase 1 Supplemental Water Project would primarily impact Bid Package 4 (Joshua Road Reservoir and Pump Station and Wellhead Chloramination Improvements). Bid Packages 1 and 3 would need to be finalized, but no significant changes from the original design are anticipated. The work to complete the construction documents for the Phase 1 project is described below.

Bid Package 2 (Nipomo Area Pipeline Improvements) is assumed to be deferred until Phase 2. The construction documents are currently at a "print-check final" status. No work for Bid Package 2 is included in this scope of work.

Task 201. Bid Package 1 (Santa Maria River Crossing) Final Submittal – AECOM will review and address comments on the 90% submittal from District staff and will prepare the final plans and specifications with design input from Jacob's Associates, AECOM's horizontal directional drilling design subconsultant. We have not included any additional budget from the existing authorized budget for this work, as no design changes are anticipated for Bid Package 1 based on the Phase 1 Project. The primary work to be completed is as follows:

- Finalize sequence of work in association with Bid Packages 3 and 4, and the schedule, and describe in Specification Section 011100.
- Finalize Geotechnical Baseline Report (Jacob's Associates) and integrate into construction documents
- Finalize Site Restoration Plan (Padre, described here under Task 207) and integrate into construction documents
- Provide exhibit for Potential Project Fencing Areas for Protection of Habitat
- Perform final Quality Control Reviews and formatting

Deliverables: Four (4) hard copies of final half-sized plans (11x17) and specifications, electronic copies of final half-sized plans, full-sized plans, and specifications (PDFs).

Task 202. Bid Package 3 (Blosser Road Water Main and Flow Meter) Final Submittal – AECOM will prepare the final submittal as construction bid documents. Our budget assumes minor comments on the print-check final submittal from the District, and does not include any additional cost from the

existing authorized budget for this work, as no design changes are anticipated for Bid Package 1 based on the Phase 1 Project.

Deliverables: Four (4) hard copies of final half-sized plans (11x17) and specifications, electronic copies of final half-sized plans, full-sized plans, and specifications (PDFs).

Task 203 & 204. Bid Package 4 (Joshua Road Reservoir and Pump Station and Wellhead Chloramination Improvements) Revised Draft Final Submittal & Final Submittal – AECOM will revise the plans and specifications based on the Phase 1 Design Confirmation Technical Memorandum and provide the District with a revised draft final submittal for review and comment. Some of the anticipated tasks include design of new piping configuration for connection to the future tank, changes to the pumps, revisions to the pump station operations instrumentation and controls logic, revisions to the site plan and grading, electrical and lighting revisions, deletion of the reservoir and references to it, and revisions to the landscaping and irrigation plans. For budgeting purposes, we have made the following assumptions:

- Civil & Mechanical – Revisions to 13 sheets, revise specifications
- Structural – Remove reservoir sheets, update specifications
- Electrical – Revisions to 6 sheets, update specification
- Instrumentation – Revisions to 6 sheets, revise specifications
- Landscaping – Revisions to 3 sheets (Firma)

After receipt of comments from the District, AECOM will prepare the final submittal.

Deliverables: Revised Draft Final Submittal - Three (3) hard copies of revised draft final half-sized plans (11x17) and specifications;

Final Submittal - four (4) hard copies of final half-sized plans (11x17) and specifications, electronic copies of final half-sized plans, full-sized plans, and specifications (PDFs).

Task 205. Geotechnical review of plans and specifications – AECOM will coordinate with Fugro for a review of the plans and specifications for conformance with the Project Geotechnical Report and will address potential discrepancies for the final construction documents.

Task 206. Public Lot Application – The land division application for the public lot at the Joshua Road pump station and tank site was conditionally approved by the Subdivision Review Board on October 4, 2010. The approval was effective for a period of 2 years from the date of approval (through October 4, 2012). Evidence to show recordation of the required transfer of the property was due within that time. Because of project delays, a new application will be required if the District chooses to move forward with the public lot. Should the NCSD provide direction to re-apply, AECOM will coordinate with District and County staff to compile a new application package for the public lot property. We assume the District will obtain new signatures from Linda Vista Farms (land owner) for the application. Our budget also assumes the maps, legal lot verification, and general plan conformity report created for the original application can be utilized, based on discussions with County Planning staff.



Task 206A. Record of Survey for Public Lot – AECOM will coordinate with Wallace Group to perform the Record of Survey for the public lot (Pump Station site) when the District finalizes the grant deed. Results of the record of survey will be filed with San Luis Obispo County. Part of the previous scope of work, the attached budget does not include an additional fee for this work. The County may require a new title report (less than 6 months old) for recordation. We assume the District will provide the Title Report as needed.

Task 207. Final Site Restoration Plan for River (Padre) & Integration into Plans and Specifications – AECOM will coordinate with Padre for finalization of the Site Restoration Plan for the sensitive habitat in the Santa Maria River bed. The Site Restoration Plan is being prepared to fulfill requirements of the Final Environmental Impact Report and the California Department of Fish and Game Streambed Alteration Agreement. The Draft Site Restoration Plan has been completed. After receipt of comments, Padre will finalize the Plan and AECOM will integrate the requirements in the final plans and specifications for work in the River as appropriate. Part of the previous scope of work, the attached budget does not include an additional fee for this work.

Task 208. Update Phase 1 Project Opinion of Probable Construction Cost – Following completion of the final submittals, AECOM will update the opinion of probable construction cost for the Phase 1 Project.

Task Group 300. Preliminary Phase 2 and 3 Schedule & Opinion of Probable Construction Cost Technical Memorandum

After conclusion of the Phase 1 Project design documents and opinion of probable construction cost, AECOM will assist the District with development of the preliminary phasing schedule and opinion of probable construction cost for Project Phases 2 and 3. Based on information to be provided by the District on the 2011 demands and community growth rate assumptions, AECOM will revise our previous modeling efforts to update estimates for the phased project delivery schedule. AECOM will develop the opinion of probable construction cost for Project Phases 2 and 3, based on the previous Supplemental Water Project cost opinion and final changes made to develop the Phase 1 Project. Costs will be tied to the Engineering News and Record (ENR) Construction Cost Index. Results will be compiled in a draft Technical Memorandum for District review and comment. The final Technical Memorandum will be provided after comments from the District are received and integrated. Our budget assumes results will be presented to the Board of Directors at a regularly scheduled Board meeting.

Deliverables: Electronic copy of Draft Technical Memorandum (PDF), Electronic copy of Final Technical Memorandum and one (1) hard copy.

Task Group 400. Project Management (revised from existing contract)

Project management services were last extended with Scope Amendment #12 in October 2011. At that time the design documents were projected to be complete by May 2012. The new design documents are projected to be completed by February 2013. This scope amendment includes meetings and related project management services to complete the revised design documents.



Task Group 500. Bid Phase Services (revised; last updated with SA#12, Oct 2011)

Task 501. Contractor Prequalification (HDD) - The scope and budget for this task has been reviewed and updated to reflect the current fee schedule and estimated level of effort.

Task 502. Bid-Phase Services - The budget for this task has been updated to reflect the latest composition of the project, consisting of three bid packages instead of four. The scope of work has also been reduced to remove bid distribution, maintaining the bidders list, and distribution of addenda. We assume the District will contract with others to provide these services.

AECOM will provide bid phase services for each of three (3) bid packages for this project, including the following:

- Provide plans and specifications for electronic and hard bid distribution (distribution by others);
- Provide District with 4 bid sets of construction documents;
- Organize and attend pre-bid job walk (one per bid package);
- Respond to inquiries from bidders (up to eight (8) RFIs);
- Receive bidder's questions and coordinate responses with the District, as required. Prepare up to eight (8) addenda, if required;
- Assist the District in bid review;
- Provide recommendations on successful bidder award;
- Assist District in resolving bid protests (if necessary);
- Attend District Board meeting to present recommendations on bidder award.

The scope and estimated fee for office engineering during construction, last reviewed with the original contract awarded in June 2008, is not included herein, but will be re-evaluated after completion of design and bidding.

This scope of work assumes support for permitting and property negotiations, including right-of-way, easements, and property agreements, have been completed. AECOM is available on a time-and-materials basis to assist the District if additional support services are required.

Startup services have not been included in the scope of work. AECOM is available to assist the District with startup services during construction. The value of these services has been realized on related AECOM projects. Startup services would consist of observation, troubleshooting and documentation of the startup for the chloramination systems, pump system, instrumentation and controls, and electric systems at the booster station and PRV stations.

Schedule

The preliminary schedule attached was utilized for this scope of work and assumes a notice-to-proceed (NTP) date of September 12, 2012 and concurrent construction contracts.

Budget

AECOM will perform this design and bid phase work on a Time and Materials basis, with a budget not to exceed \$219,691 unless prior authorization is granted in writing by the District. See the attached spreadsheets for a breakdown of fees.



If you have questions or comments, please contact me to discuss. We look forward to continuing work with you and completing the design of this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Eileen Shields". The signature is fluid and cursive.

Eileen Shields, PE
Project Manager

A handwritten signature in black ink, appearing to read "Glen Hille". The signature is fluid and cursive.

Glen Hille, PE
Vice President

Enclosed: Preliminary schedule; detailed estimated engineering fee; Firma subconsultant scope and fee; Fugro subconsultant scope and fee. (Note that the work reflected herein for Jacob's Associates, Wallace Group and Padre were previously authorized).

Estimated Engineering Fee

Supplemental Water Project
Phase 1 Project
Planning, Design and Bid Phase Services
Nipomo Community Services District

Task Description	Personnel Hours						Budget						
	Principal	Senior Engineer II	Senior Engineer I	Associate Engineer	Assistant Engineer	Design CAD Operator	Admin Assistant	Total Hours	Labor	Non-Labor Fee	Subconsultant	Total Non-Labor	Total
403. Decision Log			7					7	\$ 1,085	\$ 87		\$ 87	\$ 1,172
404. Monthly Board Meetings			14					14	\$ 2,170	\$ 174		\$ 174	\$ 2,344
405. Meetings with District staff			7					7	\$ 1,085	\$ 87		\$ 87	\$ 1,172
406A. Monthly Standing Committee Meetings			7					7	\$ 1,085	\$ 87		\$ 87	\$ 1,172
Subtotal			49					49	\$ 1,701	\$ 136	\$ -	\$ 136	\$ 1,837
Task Group 500. Bid Phase Services (Revised)													
Credit for Existing Contract Bid Phase Work													
501 - HDD Contractor prequalification (BP# 1)													
Identify list of Contractors			2	4				6	\$ 950	\$ 76		\$ 76	\$ 1,026
Prepare final prequalification package for distribution			5					5	\$ 775	\$ 62		\$ 62	\$ 837
Facilitate District's review of prequalification packages			4	12	1			17	\$ 2,975	\$ 238	\$ 4,772	\$ 5,010	\$ 7,985
Facilitate interviews and assist with District's evaluation			2	20	2			24	\$ 4,030	\$ 322		\$ 322	\$ 4,352
Draft letters of notification			2	6	1			9	\$ 1,565	\$ 125		\$ 125	\$ 1,690
Conduct orientation with prequalified Contractors			8	12	2			22	\$ 3,970	\$ 318		\$ 318	\$ 4,288
502 - Bid Phase Services (for 3 Bid Packages)													
Prepare final bid sets for distribution			18					18	\$ 4,350	\$ 2,800		\$ 2,800	\$ 7,150
Prebid job walk and conference (1 per Bid Package)			8	8	30		6	46	\$ 7,650	\$ 612		\$ 612	\$ 8,262
Respond to RFIs (up to 8 total)			8	12	24	20		64	\$ 12,180	\$ 974		\$ 974	\$ 13,154
Prepare Addenda (up to 8 total)			10	16	24	28		78	\$ 15,400	\$ 1,232		\$ 1,232	\$ 16,632
Bid analysis and recommendation					9			9	\$ 1,395	\$ 112		\$ 112	\$ 1,507
Attend Board meeting to recommend contractor					2			2	\$ 310	\$ 25		\$ 25	\$ 335
Subtotal	42	88	122	48	-	56	12	368	\$ (15,572)	\$ (7,395)	\$ 4,772	\$ (2,624)	\$ (18,196)
Total	198	193	379	48	-	300	49	1,167	\$ 80,798	\$ 314	\$ 8,864	\$ 9,178	\$ 89,976

Personnel Category	\$/HR
Principal	\$210.00
Senior Engineer II	\$165.00
Senior Engineer I	\$155.00
Associate Engineer	\$130.00
Assistant Engineer	\$110.00
Design CAD Operator	\$110.00
Administrator	\$75.00



August 30, 2012

Eileen Shields

AECOM

Sent via email

RE: Proposal for Landscape Architectural Services- NCS D Tank / Supplemental Water Project Additional Services

Dear Eileen,

I have prepared the following proposed work scope and fee based on your discussion with Jim Burrows.

The Additional Services that **firma** will provide are:

1. Construction Drawing Phase- Fee: \$600

- a. Meet with Client to discuss and memorialize the Project's requirements.
- b. Revise the approved landscape drawings to reflect the deletion of the planned water tank and associated grading including:
 - o Revised Planting and Irrigation Plans

Our work would not include drainage, grading, revised irrigation calculations, geotechnical soil investigations, surveys, accessible path of travel and hardscape design, structural calculations, retaining wall design, or permitting.

Firma Consultants Incorporated

David W. Foote ASLA

187 Tank Farm Road Suite 230

San Luis Obispo, CA 93401

(805)781-9800 • fax (805)781-9803

Additional Services include, but are not limited to, revisions to the Landscape Architect's work products that are required as a result of changes in the project scope or configuration initiated by other consultants retained by the Client or Owner, or required by permit authorities.

All hourly rates for additional services, reimbursable reproduction expenses including base sheets, prints, reductions, and postage will be billed per the attached rate schedule. Thank you for considering firma for this work. Please call if I can answer any questions about this proposal.

Sincerely,

Approved:

A handwritten signature in black ink that reads "David Foote". The signature is written in a cursive style with a large, circular initial "D" and a stylized "F".

David Foote, ASLA

_____ Client

_____ date

firma

firma

Consultants Incorporated

Hourly Rate Schedule 2012

Principal Landscape Architect / Planner	\$135
Associate Landscape Architect	\$95
Senior Landscape Architect	\$90
Senior Planner	\$90
Environmental Planner	\$60
Draftsperson / Computer Technician	\$55
Clerical Staff	\$45

Reproduction, Delivery Expenses

All reproduction expenses including base sheets, prints, reductions, postage and delivery expenses will be reimbursed at cost times 1.1. Reimbursement expenses for in-house plots are as follows:

11x17 color \$3.00

8.5 x 11 color \$2.00

Insurance

firma

landscape architecture • planning • environmental studies • ecological restoration

Professional Liability \$1,000,000

General Liability \$2,000,000

Auto Liability \$1,000,000

firma

landscape architecture • planning • environmental studies • ecological restoration



FUGRO CONSULTANTS, INC.

660 Clarion Court, Suite A
San Luis Obispo, California 93401
Tel: (805) 542-0797
Fax: (805) 542-9311

August 31, 2012
Project No. 3044.0076 v2

AECOM
1194 Pacific Street, Suite 204
San Luis Obispo, California 93401

Attention: Ms. Eileen Shields

Subject: Additional Geotechnical Services for the Nipomo-Santa Maria Water Intertie,
Nipomo Community Services District, California

Dear Ms. Shields:

Fugro is providing geotechnical services for the design of the Nipomo water intertie project. We submitted our geotechnical reports for the design of the project in 2010. Our work is being performed in accordance with our agreement for professional services with AECOM dated July 9, 2008. The design of the project had been delayed and the project will now be split into four plan sets and bid packages for construction. The bid packages are:

- Bid Package 1 – Santa Maria HDD River Crossing (no change from original)
- Bid Package 2 – Nipomo Area Pipeline Improvements (removed from Phase 1 project)
- Bid Package 3 – Santa Maria Pipeline and Flow Meter (no change from original and includes the levee jack-and-bore)
- Bid Package 4 – Joshua Street Reservoir and Pump Station, Chloramination Improvements.

As discussed on the telephone on August 24, 2012, Fugro will perform no additional work under the current contract. The purpose of this proposal is to request additional budget to review the design plans for conformance with the recommendations of our report, and to provide a budget for providing geotechnical design support during construction. This proposal specifically excludes services related to construction materials testing and inspection.

We reviewed portions of the plan sets being prepared as part of our previous work; however, additional review will be needed to check that the geotechnical recommendations are incorporated into each package and to address additional information that may be requested. A letter confirming our review and concurrence with the design will be submitted once any comments have been incorporated into the plans and specifications. We suggest a budget of \$3,500 to review the project plans and specifications for conformance with our report.

Geotechnical design support during construction could consist of reviewing submittals for construction materials or aggregates associated with our report, responding to requests for information or clarification, attending meetings, or performing field visits when requested. We suggest a budget of \$10,000 to provide geotechnical support for the design team during construction.



We will provide our services on a time and expense basis according to current fee schedule rates. We request authorization for a total of \$13,500 for the services described by this proposal. Services for plan review and construction will be provided on an as-requested basis. We will not exceed the authorized budget without prior approval of AECOM.

We appreciate the opportunity to be of service. Please contact the undersigned if you have questions or require additional information.

Sincerely,
FUGRO CONSULTANTS, INC.

A handwritten signature in black ink that reads "Jonathan D. Blanchard".

Jonathan D. Blanchard, P.E.
Principal Geotechnical Engineer

The undersigned, under the terms and conditions of the July 9, 2008 AECOM Agreement with Subconsultant (Fugro) for Professional Services, hereby authorizes Fugro to proceed with the scope or services described in this proposal. This work is provided as a change of scope and is expected to be performed with the currently authorized budget for geotechnical services. Fugro will not to exceed the contract amount without prior written approval of Client.

AECOM
1194 Pacific Street, Suite 204, San Luis Obispo, CA 93401

Signature

Name (print)

Title

Date

Copies: Addressee (via email)
Enclosures: Fee Schedule (2012cc)



FUGRO CONSULTANTS, INC.

660 Clarion Court, Suite A
San Luis Obispo, California 93401
Tel: (805) 542-0797
Fax: (805) 542-9311

CENTRAL COAST 2012 FEE SCHEDULE
FOR ONSHORE GEOTECHNICAL SERVICES

Table with 2 columns: PROFESSIONAL STAFF and HOURLY RATE. Rows include Staff Professional (\$95), Senior Staff Professional (105), Project Professional (110), Senior Project Professional (120), Senior Professional (140), Associate (150), Principal (180), and Senior Principal (215).

TECHNICAL AND OFFICE STAFF

Table with 2 columns: Staff Title and Hourly Rate. Rows include Field Technician/Inspector (85-100), Construction Inspector (100), Construction Services Manager (125), Engineering Assistant (75), Office Assistant (45), Word Processor/Clerical (60), Laboratory Technician (75), Technical Assistant/Illustrator (80), Illustrator II (95), CADD Operator (95), GIS Technician (95), and HSE Manager (155).

Overtime Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays 1.3 x straight time
b. Saturdays over 8 hours or Sundays/holidays 1.5 x straight time
c. Swing or graveyard shift premium..... 1.3 x straight time

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$325 per hour.

OTHER DIRECT CHARGES

Table with 2 columns: Charge Description and Rate. Rows include Subcontracted Services (Cost Plus 15%), Outside Reproduction (Cost Plus 15%), Outside Laboratory (Cost Plus 15%), Out-of-Pocket Expenses (Cost Plus 15%), Travel and Subsistence (Cost Plus 15%), Field Vehicle with Sampling and Logging Equipment (200/day), Basic Staff Vehicle (100/day), Specialized Software Applications (30/hr), Finite Element/Finite Difference Packages (25/hr), Report reproduction and data reporting costs per staff hourly rates, and Fee Schedule is subject to revision periodically.

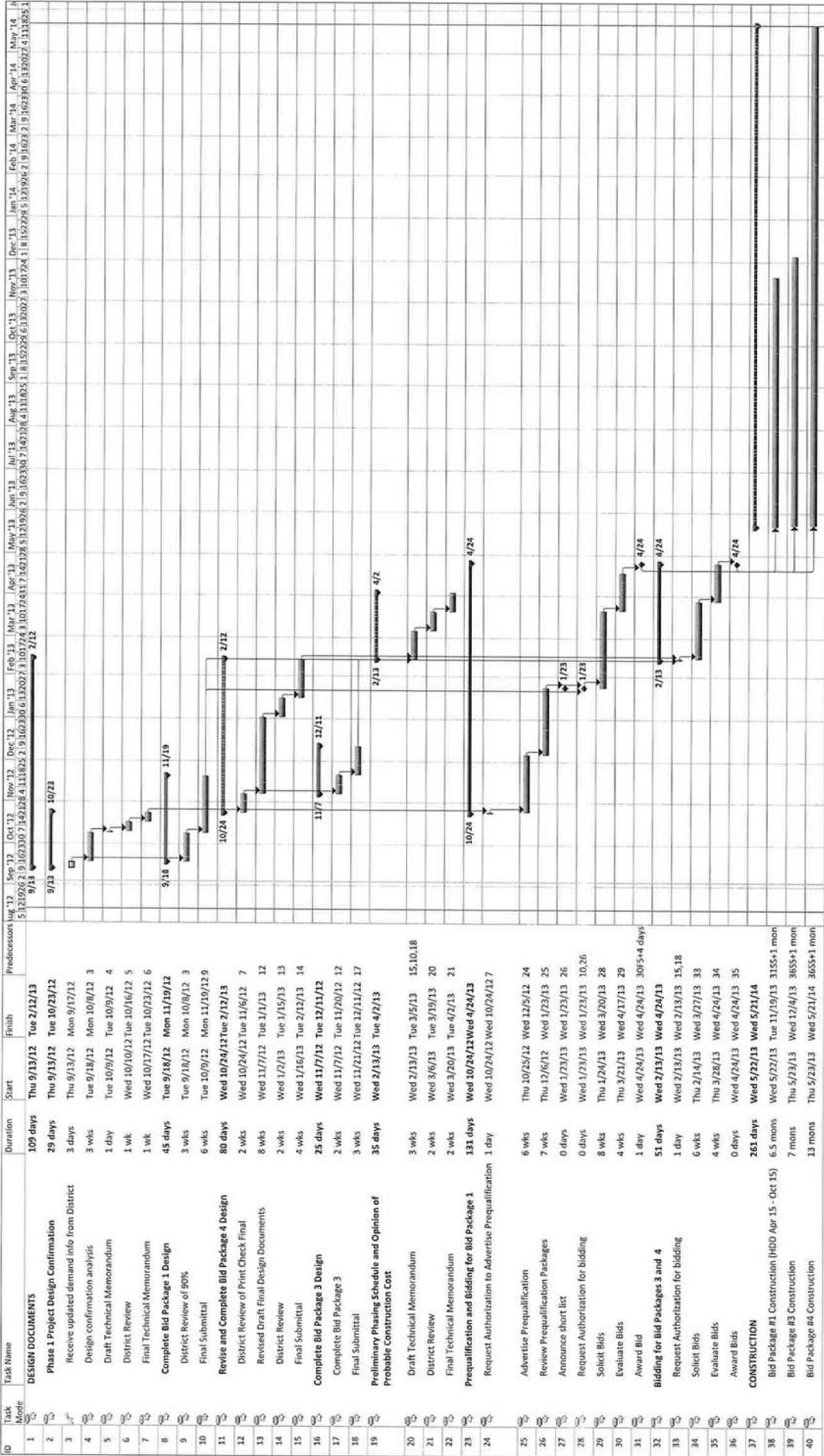
LABORATORY AND SPECIALTY TESTING AND EQUIPMENT..... See Separate Schedules



SEPTEMBER 12, 2012

ITEM E-2

ATTACHMENT B



Task
 Milestone
 Summary
 Project Summary
 External Tasks
 External Milestone
 Inactive Task
 Inactive Milestone
 Inactive Summary
 Manual Task
 Duration-only
 Manual Summary Rollup
 Manual Summary
 Start-only
 Finish-only
 Deadline
 Progress

Project: 090412, PRELIM PH1 SWP
 Date: Tue 9/4/12

Page 1

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *msl*
GENERAL MANAGER
DATE: SEPTEMBER 6, 2012

**AGENDA ITEM
E-3
SEPTEMBER 12, 2012**

**RECEIVE UPDATE REGARDING SUPPLEMENTAL WATER
ALTERNATIVES EVALUATION COMMITTEE**

ITEM

Staff will provide an update on recent activities of the Supplemental Water Alternatives Evaluation Committee [RECOMMEND RECEIVE UPDATE AND DIRECT STAFF].

BACKGROUND

On June 27, 2012, your Board approved Bylaws for a citizens' committee, the Supplemental Water Alternatives Evaluation Committee (Evaluation Committee), which will conduct an evaluation of alternatives for delivering supplemental water to the Nipomo Mesa Water Conservation Area.

In accordance with the Bylaws, the Evaluation Committee has seven (7) voting members, a non-voting Chair, and Vice Chair. The voting members fill defined roles (e.g. Finance, Water Resources Engineering, Environmental, Citizen at Large) and were nominated to the committee by a Nomination Committee that reviewed and considered applications for the voting seats.

The Evaluation Committee Vice Chair is defined to be the District Engineer. On August 8, 2012, your Board approved the appointment of Michael K. Nunley of Michael K. Nunley & Associates as Chair of the Evaluation Committee.

At a Special Meeting held on August 14, 2012, your Board considered and approved the Nomination Committee recommendation for the seven voting members of the Evaluation Committee. The Evaluation Committee members are:

VOTING MEMBERS	SEAT
Armstrong, Craig	Finance
Garson, Dan	Citizen at Large
Graue, Dennis	Engineering
Matsuyama, Kathie	Environmental
Miller, Robert	Engineering
Watson, Dave	Finance
Woodson, Dan	Environmental
NON-VOTING MEMBERS	SEAT
Nunley, Michael	Chair
Sevcik, Peter	Vice Chair

On September 5, 2012 the Evaluation Committee held its first meeting. Staff will brief the Board on the meeting and outcomes.

FISCAL IMPACT

The seven voting members of the Evaluation Committee are community volunteers. The Chair is a consultant under contract to the District and the Vice Chair is salaried District staff.

STRATEGIC PLAN

Strategic Plan Goal 1.2 – Secure New Water Supplies

RECOMMENDATION

Receive update and direct staff.

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: SEPTEMBER 6, 2012



**CONSIDER PROPOSAL BY NIPOMO CHAMBER OF COMMERCE AND
OLDE TOWNE NIPOMO ASSOCIATION FOR CLEAN UP AND
MAINTENANCE OF NIPOMO COMMUNITY COMMON AREAS**

ITEM

Nipomo Chamber of Commerce and Olde Towne Nipomo Association are scheduled to provide a proposal for facilitating solid waste removal in Nipomo [RECOMMEND RECEIVE PRESENTATION AND DIRECT STAFF].

BACKGROUND

The Nipomo Chamber of Commerce working in association with Olde Towne Nipomo Association and others seeks to establish a program for cleaning up solid waste and providing other beautification services within the Nipomo Community.

Chamber President, Mr. Rudy Stowell, provided a proposal (Attached) and will be present along with Jacqueline Frederick of Olde Towne Nipomo Association to present information and answer questions from your Board.

FISCAL IMPACT

Funds to support solid waste services may be allocated from the District solid waste reserves.

STRATEGIC PLAN

Strategic Plan Goal 7.A.2 – Provide additional solid waste services
Strategic Plan Goal 7.A.3 – Communicate with customers

RECOMMENDATION

Receive presentation, provide feedback, direct staff.

ATTACHMENT

- A. August 22, 2012 proposal from Nipomo Chamber of Commerce

SEPTEMBER 12, 2012

ITEM E-4

ATTACHMENT A

8/22/2012

To: NCSD

The Nipomo Chamber of Commerce in association with the Olde Towne Nipomo Association is intent on cleaning up the main thoroughfares and beautifying our beloved town. The two entities have purchased baskets and hangers for all 32 of the decorative light posts and are preparing the plantings and watering schedule. The single greatest thing we can do to beautify Olde Towne is the removal of litter, weeds and other solid waste. Volunteer group clean ups are great, but what is needed is consistency. We are proposing hiring a licensed contractor to do the initial clean up and maintain the areas for a period of one year. After the year we would evaluate the initiative.

We're not talking about a huge sum of money. We are in receipt of an initial bid that shows a total expense of \$22,340 for the primary clean up and one full year of maintenance. Others bids are being prepared so that figure may actually drop by the time we make our formal presentation to the board. A key component to the work order is the removal of litter and other solid waste prior to weed abatement. As you can see from the attached photo, when the County mows vacant lots the litter is not collected and ends up shredded, blowing down the streets. We can think of no more appropriate use of the Solid Waste Fund than the removal of this blight on our historic town. Questions may be directed to my email RudyStowell@gmail.com or I can be reached at my business, Healing Touch Day Spa @ 931-0512.

Thank you for your time,

Rudy Stowell
President 2012
Nipomo Chamber of Commerce

KWS CONSTRUCTION

1601 Tiffany Park Court Santa Maria, CA 93455

Phone: (805) 720-3254

License #956891

July 30, 2012

PROPOSAL

For **WEED ABATEMENT, LOT CLEARING & CLEANUP** work to be done at *Old Town Nipomo (see detailed description below)*

All curbs, gutters, sidewalks and vacant lots that are near or adjacent to county park benches and trash cans on Teft Street between the area of Oakglen Avenue, Thompson Road, West Dana Street and Branch Street. Including vacant lot North of Branch Street on Thompson Road and the vacant lot South of West Dana Street on Thompson Road.

The work to be done consists of:

- Removal and disposal of all litter/garbage.
- Prune and trim all overgrown trees.
- Cut up and haul away all dead trees and branches.
- Remove and haul away all overgrown bushes such as tumble weed, large mustard weeds, etc.
- Mow and weed all areas specified in above description.
- Remove and haul away all weeds from curbs, gutters and out of all sidewalks.
- Clear drainage ditch/creek bed of all weeds and debris.
- Sweep or blow out curbs, gutters and sidewalks.

TOTAL JOB COST: \$6,100.00

Thank you for the opportunity to bid on your project.

KWS CONSTRUCTION

1601 Tiffany Park Court Santa Maria, CA 93455

Phone: (805) 720-3254

License #956891

July 30, 2012

PROPOSAL

For **MAINTENANCE** work to be done at *Old Town Nipomo*
(see detailed description below)

All curbs, gutters, sidewalks and vacant lots that are near or adjacent to county park benches and trash cans on Teft Street between the area of Oakglen Avenue, Thompson Road, West Dana Street and Branch Street. Including vacant lot North of Branch Street on Thompson Road and the vacant lot South of West Dana Street on Thompson Road.

The work to be done consists of:

- Removal and disposal of all litter/garbage on a weekly basis.
- Prune and trim all overgrown trees as needed.
- Mow and weed all areas specified in above description.
- Remove and haul away all weeds from curbs, gutters and out of all sidewalks on a weekly basis.
- Sweep or blow out curbs, gutters and sidewalks on a weekly basis.

TOTAL JOB COST: \$1,020.00 per month

Thank you for the opportunity to bid on your project.

TO: BOARD OF DIRECTORS
FROM: MICHAEL W. SEITZ
DISTRICT COUNSEL
DATE: SEPTEMBER 4, 2012

**AGENDA ITEM
E-5
SEPTEMBER 12, 2012**

CHANGES TO CONFLICT OF INTEREST CODE

ITEM

Consider changes to Conflict of Interest Code necessitated by changes to the regulations at the State level [RECOMMEND REVIEW CHANGES IN REGULATIONS, ADOPT RESOLUTION REVISING DISTRICT CONFLICT OF INTEREST CODE]

BACKGROUND

The District is to review changes in the Conflict of Interest Code regulations every two (2) years. The Board last considered updating its Conflict of Interest Code in 2010. The law requires that this Board and the District adopt revisions to the Conflict of Interest Code every two (2) years, and consequently, this is now on the Board's Agenda for approval.

The District will comply with the biannual requirement in providing notification to the County of the changes to the Conflict of Interest Code.

The changes in the new Conflict of Interest Code are relatively minor. They deal primarily with the requirement of providing Conflict of Interest Statements immediately upon taking office and immediately upon leaving office. There are no other changes of significance that I uncovered.

In regards to specific questions as to Conflict of Interest, the Board should contact the Fair Political Practices Commission at 1-866-ASK-FPPC (1-866-275-3772) or www.fppc.ca.gov.

The Conflict of Interest Code applies to those persons identified in Exhibit "B". This includes not only the Board, but the District Administrator, the District Legal Counsel and any other retained consultants.

FISCAL IMPACT

Budgeted District staff time to prepare these materials.

RECOMMENDATION

Adopt Resolution approving

ATTACHMENTS

- A. RESOLUTION 2012-XXXX

SEPTEMBER 12, 2012

ITEM E-5

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2012-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, Government Code § 87300 requires the Board of Directors of a District to adopt and promulgate a conflict of interest code pursuant to Article III of Chapter 7 of Title 9 of the Government Code;

WHEREAS, Fair Political Practices Commission Regulation 18730 (2 California Code of Regulations Section 18730), a copy of which is attached hereto as Appendix "A", authorizes the District to incorporate Regulation 18730 by reference as the body of its Conflict of Interest Code; and

WHEREAS, the Board of Directors of the District desires to incorporate Regulation 18730 by reference as the body of its Conflict of Interest Code; and

WHEREAS, in order to complete a Conflict of Interest Code which is adopted by incorporating Regulation 18730 by reference, the District Board of Directors must adopt a list of designated officials and employees and their disclosure categories as an appendix to Regulation 18730,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The terms of Regulation 18730, and any amendments to said Regulation which may be adopted from time to time by the Fair Political Practices Commission, are hereby incorporated by reference as the body of the Conflict of Interest Code of the Nipomo Community Services District (Appendix "A").

SECTION 2. The list of designated officers and employees with disclosure categories is attached hereto as Appendix "B", and is hereby adopted as the Appendix of designated officers and employees with disclosure categories referred to in Regulation 18730.

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

AYES:
NOES:
ABSENT:
CONFLICTS:

The foregoing resolution is hereby passed, approved and adopted by the Board of Directors of the Nipomo Community Services District this ___ day of September, 2012.

JIM HARRISON
President of the Board

ATTEST:

APPROVED AS TO FORM:

MICHAEL S. LEBRUN
Secretary to the Board

MICHAEL W. SEITZ
District Deputy Legal Counsel

APPENDIX "A"
2012
NIPOMO COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE - REGULATION 18730

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies. (fn1)

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. (fn2)

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) ASSUMING OFFICE STATEMENTS. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) ANNUAL STATEMENTS. All designated employees shall file statements no later than April 1.

(D) LEAVING OFFICE STATEMENTS. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive

any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property (fn3) is required to be reported, (fn4) the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported, (fn5) the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, (fn6) the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is

a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to **subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution** shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

1. Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

2. See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4. Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and

dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5. A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6. Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

APPENDIX "B"
RESOLUTION 2012-XX

NIPOMO COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE

APPENDIX OF DESIGNATED OFFICERS AND EMPLOYEES
WITH DISCLOSURE CATEGORIES

I. DESIGNATED POSITIONS

The persons occupying the positions listed below are hereby considered designated officers and employees and are deemed to make, or participate in the making of, decisions, which may have a material effect on a financial interest.

DESIGNATED POSITION:

1. Members of the Board of Directors
2. General Manager
3. District Legal Counsel
4. District Engineer
5. Utility Superintendent
6. Certain Contract Consultants*

II. DISCLOSURE CATEGORIES

The disclosure categories for each of the above-designated positions (1-8) shall be those described in subparagraphs (A) through (E) of Section 7 of Regulation 18730, as follows:

- A. Investments and Real Property Disclosure.
- B. Personal Income Disclosure.
- C. Business Entity Income Disclosure.
- D. Business Position Disclosure.
- E. Acquisition or Disposal During Report Period.

* The disclosure categories, if any, for Consultant will be designated by Contract.