

Board of Directors San Simeon Community Services District



REGULAR BOARD MEETING PACKET August 9, 2022 Meeting Start Time 5:00 pm

Virtual Board Meeting via Zoom Webinar

Prepared by:



GRACE
ENVIRONMENTAL SERVICES

AGENDA
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR BOARD MEETING
Tuesday, August 9, 2022
5:00 pm

Pursuant to San Simeon CSD Resolution 22-452 and in compliance with AB 361 this meeting shall occur as a virtual teleconference using the Zoom app.

Internet Meeting Location – Via ZOOM

Join Zoom for Regular Board Session:

<https://us02web.zoom.us/j/87307810050>

Or One tap mobile:

US: +16699009128, 87307810050#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128

The following commands can be entered via DTMF tones using your **phone's** dial pad while in a **Zoom meeting**: *6 - Toggle mute/unmute. *9 - **Raise hand**.

Webinar ID: 873 0781 0050

NOTE: On the day of the meeting, the virtual meeting room will be open 30 minutes prior to the meeting start time. If you wish to submit public comment in the written format you can email Cortney Murguia at admin@sansimeoncsd.org. Members of the public can also contact the District office at (805) 927-4778 or (805) 400-7399 with any questions or concerns related to this agenda or accessing the meeting.

1. REGULAR SESSION:

A. Roll Call

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Public Comment - Any member of the public may address the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda.

Presentations are limited to three (3) minutes or less with additional time at the discretion of the Chair. Your comments should be directed to the Board as a whole and not directed to individual Board members. The Brown Act restricts the Board from taking formal action on matters not published on the agenda.

3. SPECIAL PRESENTATIONS AND REPORTS:

A. STAFF REPORTS:

- i. **Sheriff's Report** – Report for July.
- ii. **CHP Report** – Report for July.

- iii. **Superintendent’s Report** – Summary of July Activities.
- iv. **General Manager’s Report** – Summary of July Activities.
- v. **District Financial Summary** – Summary of July Financials.
- vi. **District Counsel’s Report** – Summary of July Activities.
- vii. **Board Member Report** – Summary of July Activities.

B. AD-HOC & STANDING COMMITTEE REPORTS:

- i. **Status Update** – Parking/Camping on District Streets.
- ii. **Status Update** – Coastal Hazard Response Plan (CHRP).
(Discussion to dissolve CHRP ad-hoc committee)
- iv. **Status Update** – Budget Committee.
(Currently one vacancy on the Budget Committee)
- v. **Status Update** – Water Committee.
(Currently one vacancy on the Water Committee)

Public Comment – This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Agenda Item #3 Special Presentations and Reports. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

4. CONSENT AGENDA ITEMS:

Public Comment – This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Agenda Item #4 Consent Agenda Items. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

- A. REVIEW AND APPROVAL OF MINUTES FOR THE REGULAR MEETING ON JULY 12, 2022.**
- B. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**
- C. ADOPTION OF RESOLUTION 22-455 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.**
- D. AUTHORIZATION AND APPROVAL OF A CONTRACT WITH PADRE ASSOCIATES, INC TO PROVIDE ENVIRONMENTAL PLANNING AND PERMITTING SERVICES TO THE DISTRICT FOR THE PERIOD OF THREE YEARS.**
- E. AUTHORIZATION AND APPROVAL OF A CONTRACT WITH CRISCOM TO PROVIDE GRANT WRITING SERVICES TO THE DISTRICT FOR THE PERIOD OF THREE YEARS.**
- F. AUTHORIZATION AND APPROVAL OF A CONTRACT WITH ASHLEY AND VANCE ENGINEERING, LLC TO PROVIDE ENGINEERING SERVICES RELATED TO THE PIPE BRIDGE.**
- G. APPROVAL OF CONTRACT AMENDMENT(S) WITH DUDEK, LLC RELATED TO THE COASTAL HAZARD RESPONSE PLAN (CHRP).**

5. BUSINESS ACTION ITEMS:

Public Comment – Public comment will be allowed for each individual business item. Members of the public wishing to speak on business items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes per person for each business item.

A. DISCUSSION AND REVIEW OF HARDSHIP WAIVER REQUESTS RELATED TO REQUEST FOR WATER WILL SERVE LETTERS.

B. DIRECTION TO STAFF REGARDING DISTRICT ORDINANCE NO. 117 AMENDING AND RESTATING THE DISTRICT’S WATER CONSERVATION PLAN.

C. DISCUSSION REVIEW AND APPROVAL OF SUPPLEMENTAL INSURANCE QUOTE PROVIDED BY INDIAN HILL AND DIRECTION TO THE AD-HOC COMMITTEE TO COORDINATE WITH SDRMA TO INCREASE DEDUCTIBLES.

6. CLOSED SESSION:

The Board will adjourn to Closed Session to address the following item:

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code § 54956.9. One (1) Potential Case - Cavalier Inn, Inc., et al.

B. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code §54956.8: Conference with Real Property Negotiators. Property: (APN: 013.091.027 East end of Pico Avenue); Agency negotiators: District Board of Directors, Charles Grace, and Jeff Minnery. Negotiating Parties: Director de la Rosa, Charles Grace, Jeff Minnery for the District; Ron Hurlbert for the subject property

MEMBERS OF THE PUBLIC: Please Join Us for the Remainder of the Meeting –

Part Two is Here:

<https://us02web.zoom.us/j/89334961643?pwd=NWx2V3lKaUdTTmI2RmVVaGpBYk5hQT09>

Meeting ID: 893 3496 1643

Passcode: 972125

******RECONVENE TO OPEN SESSION******

Report on Closed Session

7. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS – Requests from Board members to Staff to receive feedback, prepare information, and/or place an item on a future agenda(s).

8. ADJOURNMENT –

All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the

District office, 111 Pico Avenue, San Simeon. If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for a disability-related modification or accommodation, contact the District Administrator at 805-927-4778 as soon as possible and at least 48 hours prior to the meeting date. This agenda was prepared and posted pursuant to Government Code Section 54954.2.

3.A.iii. Special Presentations and Reports: Superintendent Reports



SUPERINTENDENT'S REPORT

Item 3.A.ii

1. Wastewater Treatment Plant

- Sampling, testing, and reporting at the Wastewater Treatment Plant was performed as required by the Regional Water Quality Control Board (RWQCB).
- The monthly report was submitted to the State Water Resources Control Board (SWRCB).
- Preventative Maintenance was performed on pumps and blowers at WWTP.

2. Water Treatment and Distribution System

- Sampling, testing, and reporting was performed as required by the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW).
- The monthly report was submitted to the SWRCB, DDW.
- Monthly water meter reading was performed.
- Distribution Valves were exercised.
- Responded to one meter shut off for repairs.
- Reverse Osmosis pickling was performed in March, May and July; the data was not placed in the superintendent report, but was accounted for in Month End Water Loss.

3. District and Equipment Maintenance

- Staff continues with the scheduled preventive maintenance for the equipment at the facilities.
- Staff cleaned up various areas of debris on district streets.
- Filled pot holes.

San Simeon Community Services District

Superintendent's Report

July 2022

MONTHLY DATA REPORT

Date	Day	Wastewater Influent Daily Flow	Wastewater Effluent Daily Flow	Well 1 Total Daily Produced	Well 2 Total Daily Produced	Total Daily Water Produced	R.O. Daily Influent Flow	R.O. Daily Effluent Flow	R.O. Daily Brine Flow	Distribution Chloride	Chloride Wells 1 2	Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Flows
07/01/22	Friday	51,511	72,720	82,430	0	82,430	0	0	0	-	-	0	10.4	10.2	0.00	
07/02/22	Saturday	82,976	89,770	75,997	0	75,997	0	0	0	-	-	0	10.5	10.3	0.00	
07/03/22	Sunday	103,442	106,970	179,894	0	179,894	0	0	0	-	-	0	10.6	10.4	0.00	
07/04/22	Monday	85,729	86,370	0	84,000	84,000	0	0	0	-	-	0	10.4	10.2	0.00	
07/05/22	Tuesday	70,990	73,510	65,525	0	65,525	0	0	0	<30	-	0	10.5	10.4	0.00	
07/06/22	Wednesday	84,327	82,590	78,316	0	78,316	0	0	0	-	-	0	10.7	10.4	0.00	
07/07/22	Thursday	81,849	78,350	75,174	1,496	76,670	0	0	0	-	-	0	10.8	10.6	0.00	
07/08/22	Friday	76,948	79,670	74,127	0	74,127	0	0	0	-	-	0	10.7	10.6	0.00	
07/09/22	Saturday	75,221	77,580	70,686	0	70,686	0	0	0	-	-	0	10.8	10.7	0.00	
07/10/22	Sunday	70,591	69,534	81,756	0	81,756	0	0	0	-	-	0	10.8	10.7	0.00	
07/11/22	Monday	83,258	81,216	128,581	0	128,581	0	0	0	<30	-	0	10.8	10.7	0.00	
07/12/22	Tuesday	75,249	74,980	69,863	0	69,863	0	0	0	-	-	0	10.8	10.8	0.00	
07/13/22	Wednesday	68,679	75,190	130,825	0	130,825	0	0	0	-	-	0	11.1	10.9	0.00	
07/14/22	Thursday	67,424	71,860	75,398	0	75,398	0	0	0	-	-	0	11.0	10.8	0.00	
07/15/22	Friday	65,421	75,280	61,560	0	61,560	0	0	0	-	-	0	11.0	10.9	0.00	
07/16/22	Saturday	80,992	83,230	55,277	0	55,277	0	0	0	-	-	0	11.0	10.8	0.00	
07/17/22	Sunday	70,376	68,700	150,572	0	150,572	0	0	0	-	-	0	11.1	10.9	0.00	
07/18/22	Monday	91,184	87,860	12,192	0	12,192	0	0	0	<30	<30	0	11.2	11.0	0.00	
07/19/22	Tuesday	77,367	73,770	126,861	26,928	153,789	0	0	0	-	-	0	11.2	10.9	0.00	
07/20/22	Wednesday	62,523	63,690	85,422	0	85,422	0	0	0	-	-	0	11.2	11.0	0.00	
07/21/22	Thursday	71,421	70,270	76,670	0	76,670	0	0	0	-	-	0	11.2	11.1	0.00	
07/22/22	Friday	83,669	84,990	25,208	0	25,208	0	0	0	-	-	0	11.3	11.1	0.00	
07/23/22	Saturday	80,410	82,200	95,669	0	95,669	0	0	0	-	-	0	11.4	11.2	0.00	
07/24/22	Sunday	84,545	86,380	131,050	0	131,050	0	0	0	-	-	0	11.4	11.2	0.00	
07/25/22	Monday	72,550	77,460	74,202	0	74,202	0	0	0	-	-	0	11.4	11.2	0.00	
07/26/22	Tuesday	70,906	74,270	74,202	0	74,202	0	0	0	-	-	0	11.6	11.4	0.00	
07/27/22	Wednesday	75,071	76,860	91,406	0	91,406	0	0	0	-	-	0	11.6	11.3	0.00	
07/28/22	Thursday	79,469	80,610	93,425	0	93,425	0	0	0	-	-	0	11.6	11.5	0.00	
07/29/22	Friday	82,403	83,750	93,276	0	93,276	0	0	0	-	-	0	11.7	11.6	0.00	
07/30/22	Saturday	76,379	77,860	90,059	0	90,059	0	0	0	-	-	0	11.7	11.5	0.00	
07/31/22	Sunday	75,042	72,560	173,087	0	173,087	0	0	0	-	-	0	11.8	11.5	0.00	
TOTALS		2,377,922	2,440,050	2,698,709	112,424	2,811,134	0	0	0			0			0.00	0
Average		76,707	78,711	87,055	3,627	90,682	0	0	0	0	0	0	11.1	10.9	0.00	#DIV/0!
Minimum		51,511	63,690	0	0	12,192	0	0	0	0	0	0	10.4	10.2	0.00	0
Maximum		103,442	106,970	179,894	84,000	179,894	0	0	0	0	0	0	11.4	11.6	0.00	0

DATA SUMMARY SHEET

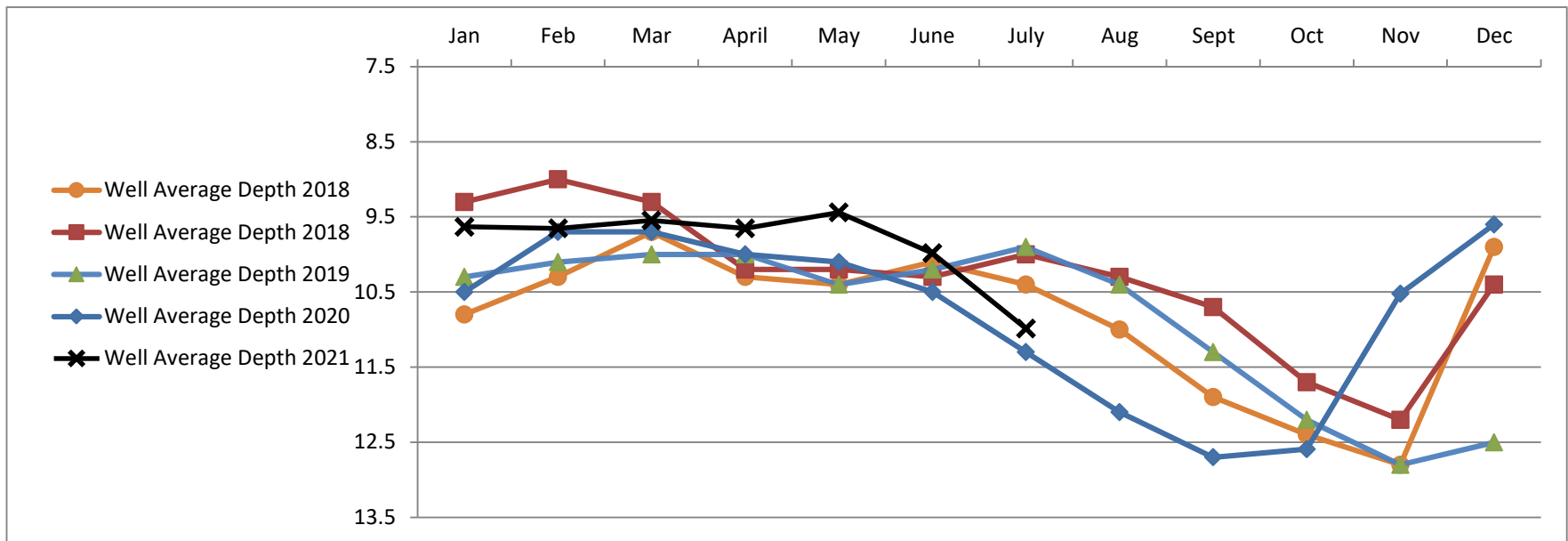
2022													
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total for 2022
Wastewater Influent	1,571,222	1,389,949	1,589,863	1,719,101	1,798,328	2,016,224	2,377,922						12,462,609
Wastewater Final Effluent (Month Cycle)	1,649,170	1,498,768	1,725,410	1,871,010	1,996,900	2,172,360	2,440,050						13,353,668
Adjusted Wastewater Influent (- State Flow)	1,522,839	1,356,607	1,549,685	1,690,058	1,608,515	1,780,084	2,078,540						11,586,328
Water Produced (month cycle)	1,683,299	1,654,800	1,924,903	2,059,394	2,175,259	2,390,458	2,811,134						14,699,247
Sewer Influent/Water Produced Ratio	0.93	0.84	0.83	0.84	0.83	0.84	0.85						N/A
Adjusted Sewer/Water Produced Ratio	0.91	0.82	0.81	0.82	0.74	0.74	0.74						N/A
Well 1 Water Production	798,864	892,663	1,308,402	1,210,189	1,818,687	2,225,599	2,698,709						10,953,114
Well 2 Water Production	884,435	762,137	616,502	849,204	356,572	164,859	112,424						3,746,134
Total Well Production	1,683,299	1,654,800	1,924,903	2,059,394	2,175,259	2,390,458	2,811,134						14,699,247
Water Well 1 Avg Depth to Water	9.8	9.8	9.7	9.8	9.8	10.1	11.1						N/A
Water Well 2 Avg Depth to Water	9.4	9.5	9.4	9.5	9.3	9.9	10.9						N/A
Average Depth to Water of Both Wells	9.6	9.7	9.5	9.7	9.4	10.0	11.0						N/A
Change in Average Depth to Water from 2020	-0.9	0.0	-0.2	-0.3	-0.7	-0.5	+1.1						N/A
Average Chloride mg/L at the Wells	<30	36	35	32	<30	<30	<30						N/A
State Wastewater Treated	48,383	33,342	40,178	29,043	189,813	236,140							576,899
State % of Total WW Flow	3%	2%	3%	3%	11%	12%	0%						N/A
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0						0
Biosolids Removal (Gallons)	0	4,500	4,500	0	4,500	9,000	13,500						36,000
WW Permit Limitation Exceeded	0	0	0	0	0	0	0						0
RW Permit Limitation Exceeded	0	0	0	0	0	0	0						0
Constituent Exceeded	None	None	None	None	None	None	None						N/A
Sample Limit	N/A	N/A	N/A	N/A	N/A	N/A	N/A						N/A
Sample Result	N/A	N/A	N/A	N/A	N/A	N/A	N/A						N/A
2021													
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total for 2021
Wastewater Influent	2,399,103	1,705,622	1,820,175	1,763,875	1,619,717	1,901,547	2,158,434	1,943,680	1,675,426	1,703,610	1,507,913	2,546,220	22,745,322
Wastewater Final Effluent (Month Cycle)	2,546,130	1,747,000	1,874,290	1,827,000	1,826,280	2,057,550	2,281,620	1,997,150	1,837,180	1,801,220	1,613,060	2,699,710	24,108,190
Adjusted Wastewater Influent(- State Flow) *	2,148,485	1,645,420	1,765,245	1,705,967	1,552,211	1,825,611	2,078,540	1,854,274	1,603,573	1,644,544	1,471,062	2,368,128	21,663,060
Water Produced (month cycle)	1,851,150	1,682,402	1,907,250	2,114,147	2,080,786	2,385,297	2,699,083	2,171,145	2,100,384	1,955,870	1,743,588	1,887,877	24,578,981
Sewer Influent/Water Produced Ratio	1.30	1.05	0.95	0.83	0.78	0.80	0.88	0.92	0.80	0.87	0.87	1.35	N/A
Adjusted Sewer/Water Ratio	1.16	0.95	0.93	0.81	0.75	0.77	0.85	0.90	0.78	0.84	0.84	1.25	N/A
Average Depth of Both Wells	10.5	9.7	9.7	10.0	10.1	10.5	9.9	10.4	11.3	12.7	10.6	9.7	N/A
Change in Average Depth to Water from 2020	-0.2	0.4	0.3	0.0	0.3	-0.3	0.0	0.0	0.0	-0.5	2.2	2.8	N/A
Average Chloride mg/L at the Wells	352	169	77	41	31	30	-	-	-	<30	41	37	N/A
State Wastewater Treated	250,618	60,202	125,914	57,908	67,506	75,936	79,894	89,406	71,853	59,066	36,851	178,092	1,153,246
State % of Total WW Flow	10%	4%	7%	3%	4%	4%	4%	5%	4%	3%	2%	7%	N/A
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	0	4,500	0	4,500	9,000	4,500	9,000	0	4,500	22,500	0	0	58,500
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
Constituent Exceeded	None	None	None	None	None	None	None	None	None	None	None	None	N/A
Sample Limit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sample Result	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

San Simeon Community Services District

Superintendent's Report

July 2022

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Well Average Depth 2018	10.8	10.3	9.7	10.3	10.4	10.1	10.4	11.0	11.9	12.4	12.8	9.9
Well Average Depth 2019	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4
Well Average Depth 2020	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3	12.2	12.8	12.5
Well Average Depth 2021	10.5	9.7	9.7	10.0	10.1	10.5	11.3	12.1	12.7	12.6	10.5	9.6
Well Average Depth 2022	9.6	9.7	9.5	9.7	9.4	10.0	11.0					



page 4

**3.A.iv Special Presentations and Reports:
General Manager's Report
Charlie Grace**



GENERAL MANAGER'S REPORT

Item 3.A.iv.

GES Staff Activity – Report on staff activities for the month of July 2022. Regular activities performed by staff include:

Processing of utility payments, customer service duties, answering phone calls, mailing of the regular monthly utility bills. Prepared and distributed agenda packets for a Regular Board meeting.

GES Staff also attended to the following items:

- Responded to thirteen (13) written public records requests.

Update on District Grants:

LCP Grant – Submitted invoices for reimbursement.

Prop 1 Grant – No update from last month.

Update on District Projects and RFP's:

Update on the Instream Flow Management Plan – In progress.

Update on the Rate Study – In progress.

Update on the Hearst Encroachment Agreement – In progress; the Wildlife Conservation Board is reviewing.

Update on the Water Tank Project Update – Discussed timing of easement with the property owner. Priority is the Reverse Osmosis Hearst Encroachment Agreement completion mentioned above.

Update on Repair of Pico Avenue Beach Access (Bottom of Stairs) – A request to review repair suggestions was sent to the Coastal Commission. project size. Coastal Commission and County share jurisdiction. Coastal Commission is requesting a Coastal Development Permit (CDP) application.

Update on Steps for lifting Moratorium (presented at the October 2020 Board meeting).

Steps for Removal of Water Service Moratorium

1. ~~Compile water usage data for the existing users to determine water quantity availability and determine Aquifer Safe Sustainable Water Yield (Completed 3/2022).~~
2. ~~Present Analysis of water availability compared to waitlist demand (Completed 3/2022).~~
3. ~~Address water quality issues install Reverse Osmosis System (Completed).~~
4. Contact persons on the water waitlist regarding continues plans to develop (removing this item from the task list unless otherwise directed by the Board).
5. Development of Instream Flow Management Plan (IFMP) and Program to Accommodate Affordable Housing (North Coast Plan) (In progress – estimated completion 12/2022).
6. Conduct an Environmental review and analysis California Environmental Quality Act (CEQA). (UWMP and IFMP may satisfy CEQA) (UWMP is complete).
7. ~~Conduct a Source Capacity Planning Study required by the State Water Resources Control Board, Division of Drinking Water. (Found not to be a requirement)~~
8. ~~Review and (potentially) modify the District's Ordinance 117 regarding water conservation. (No modification is necessary)~~
9. Develop process for reviewing and processing requests for will-serve letters (in progress anticipated that a draft will serve letter was presented at the June Board meeting).
10. Administrative Process to Repeal District Ordinance 102 – Water Connection Moratorium (in progress, the draft Ordinance 124 presented at the July meeting and is being presented at a August 30 meeting).
11. Implement system of periodic review of water availability (currently described in Resolution 20-426, 4a).

3.A.v. Special Presentations and Reports: District Financial Summary

SAN SIMEON COMMUNITY SERVICES DISTRICT



3.A.iv FINANCIAL SUMMARY

**Billing
July 31, 2022**

June Billing Revenue	\$ 99,142.32
July Billing Revenue	\$ 108,517.62
Past Due (60+ days)	\$ 6,854.14

ENDING BANK BALANCES

July 31, 2022

PACIFIC PREMIER BANK:

Money Market Account Closing Balance June 30, 2022	\$ 1,090,223.89
Transfer General Checking Account	\$ (100,000.00)
Interest for July	\$ 26.64
Deposit for Waitlist	\$ 1,124.00
Money Market Account Closing Balance July 31, 2022	\$ 991,374.53
Reserve Fund	(250,000.00)
Wait-list Deposits	(95,272.60)
Customer Deposits	(8,500.00)
Available Funds	\$ 637,601.93

General Checking Account July 31, 2022 **\$ 144,261.53**

***LAIF Closing Balance July 31, 2022** **\$ 563.11**

Interest Money Market Account 2019 **\$ 22,529.11**

Interest Money Market Account 2020 **\$ 12,206.44**

Interest Money Market Account 2021 **\$ 1,104.91**

Interest Money Market Account 2022 **\$ 199.15**

* Staff is continuing to finalize the LAIF Transfer

SAN SIMEON COMMUNITY SERVICES DISTRICT
Balance Sheet
As of July 31, 2022

	Jul 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty cash	150.00
1015 · Pac Prem Ckg-6603	139,094.22
1017 · Money Market PPBI	
1017a · Pacific Premier-Money Market	986,374.53
1017b · USDA short lived asset fund	5,000.00
Total 1017 · Money Market PPBI	991,374.53
1050 · LAIF - non-restricted cash	561.74
Total Checking/Savings	1,131,180.49
Other Current Assets	
1200 · Accounts receivable	117,848.60
1220 · A/R - Hearst Castle	13,043.36
1300 · Prepaid insurance expense	10,787.85
Total Other Current Assets	141,679.81
Total Current Assets	1,272,860.30
Fixed Assets	
1400 · Fixed assets	
1420 · Building and structures	279,580.67
1500 · Equipment	12,689.93
1560 · Pipe bridge	29,497.00
1580 · Sewer plant	869,352.16
1590 · Sewer plant equipment	12,468.83
1600 · Water system	235,615.43
1620 · WWTP expansion	299,565.92
1630 · Tertiary Project	568,063.00
1640 · Wellhead Rehab Project	448,253.95
1650 · Walkway access projects	26,791.00
1660 · RO Unit	948,021.38
1680 · Generator	18,291.00
Total 1400 · Fixed assets	3,748,190.27
1450 · Construction in Progress	
1670 · Reservoir / Water Tanks	287,693.56
Total 1450 · Construction in Progress	287,693.56
1690 · Accumulated depreciation	(1,638,992.18)
Total Fixed Assets	2,396,891.65
TOTAL ASSETS	3,669,751.95
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts payable	36,531.79
Total Accounts Payable	36,531.79
Other Current Liabilities	
2500 · Customer security deposits	8,500.00
2510 · Connect hookup wait list	95,272.60
Total Other Current Liabilities	103,772.60
Total Current Liabilities	140,304.39
Long Term Liabilities	

SAN SIMEON COMMUNITY SERVICES DISTRICT
Balance Sheet
As of July 31, 2022

	Jul 31, 22
2520 · USDA Loan Principal Bal	434,352.98
Total Long Term Liabilities	434,352.98
Total Liabilities	574,657.37
Equity	
3200 · Fund balance	(158,556.71)
3201 · Net Investment in Capital Asset	2,061,612.00
3204 · Board Assigned for Water CIP	155,505.10
3205 · Board Assigned for WW CIP	155,784.69
3206 · Board Assigned for General CIP	43,295.03
3207 · BOD committed for Oper Reserves	250,000.00
3211 · Restricted for USDA loan	20,690.00
3220 · Unrestricted-Undesignatd Equity	527,442.38
3900 · Suspense	(438.00)
Net Income	39,760.09
Total Equity	3,095,094.58
TOTAL LIABILITIES & EQUITY	3,669,751.95

SAN SIMEON COMMUNITY SERVICES HISTORICAL FISCAL REVIEW

FY 2019/2020

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$25,528.71			\$22,455.35			\$15,776.54			\$7,016.19	\$70,776.79
Property Tax	\$1,218.61	\$2,752.21	\$3,126.48	\$5,305.64	\$6,019.52	\$23,503.23	\$13,612.60	\$5,282.91	\$2,659.00	\$15,436.18	\$9,385.45	\$916.22	\$89,218.05
Water	\$41,718.97	\$39,623.52	\$40,324.01	\$43,808.36	\$32,208.00	\$23,432.56	\$33,732.14	\$34,067.23	\$24,268.55	\$17,909.86	\$28,582.31	\$36,460.31	\$396,135.82
Sewer	\$48,137.21	\$45,503.27	\$45,161.69	\$48,244.57	\$34,916.02	\$26,527.95	\$39,321.56	\$39,368.21	\$27,637.52	\$19,243.28	\$29,934.22	\$37,683.06	\$441,678.56
Service	\$7,113.60	\$7,045.20	\$7,079.40	\$7,451.10	\$7,489.26	\$7,344.54	\$7,525.44	\$7,453.08	\$7,489.26	\$7,489.26	\$7,489.26	\$7,453.08	\$88,422.48
Recycled Water													\$0.00
Late Fees	\$1,957.04	\$2,399.24	\$1,407.87	\$468.45	\$316.84	\$1,136.41	\$237.28	\$307.96	\$2,793.44	\$5,540.71	\$4,647.78	\$3,802.45	\$25,015.47
Grant Funds			\$8,750.00	\$167,376.61						\$1,485.90		\$8,369.50	\$185,982.01
Revenue	\$100,145.43	\$97,323.44	\$122,628.16	\$105,278.12	\$80,949.64	\$104,400.04	\$94,429.02	\$86,479.39	\$80,624.31	\$65,619.29	\$80,039.02	\$93,331.31	\$1,111,247.17
Expense	\$90,205.84	\$67,705.50	\$94,401.58	\$97,595.50	\$87,822.01	\$86,173.97	\$85,716.44	\$75,643.11	\$62,582.54	\$73,942.83	\$90,232.61	\$79,762.52	\$991,784.45
Balance	\$9,939.59	\$29,617.94	\$28,226.58	\$7,682.62	(\$6,872.37)	\$18,226.07	\$8,712.58	\$10,836.28	\$18,041.77	(\$8,323.54)	(\$10,193.59)	\$13,568.79	\$119,462.72
Water Sold Cu Ft	336845	319458	323518	329822	242893	179311	260006	261505	185972	137196	217871	274085	3,068,482
Water Sold Acre ft	7.73	7.33	7.43	7.57	5.58	4.12	5.97	6.00	4.27	3.15	5.00	6.29	70.44

FY 2020/2021

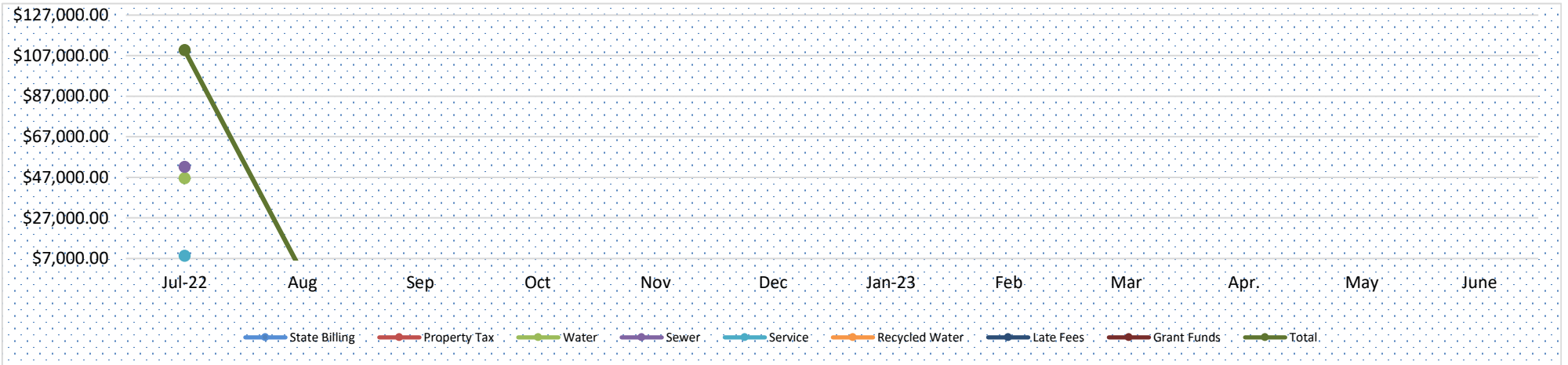
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$4,898.26			\$4,898.26			\$9,978.14			\$5,654.87	\$25,429.53
Property Tax	\$2,336.92	\$751.11	\$11.88	\$6,945.71	\$5,461.44	\$26,458.17	\$12,827.64	\$1,063.98	\$5,505.65	\$8,582.80	\$15,086.53	\$2,262.87	\$87,294.70
Water	\$40,209.97	\$54,512.44	\$41,179.63	\$40,129.44	\$30,132.26	\$30,099.00	\$31,207.86	\$28,567.08	\$27,866.11	\$39,907.47	\$31,637.78	\$39,875.45	\$435,324.49
Sewer	\$45,546.00	\$60,488.59	\$45,320.14	\$44,227.62	\$32,486.93	\$31,269.68	\$29,285.81	\$31,276.88	\$30,546.56	\$44,784.48	\$34,717.31	\$44,261.59	\$474,211.59
Service	\$7,830.48	\$7,834.18	\$7,910.24	\$7,872.17	\$8,062.36	\$7,948.27	\$7,910.24	\$7,910.24	\$7,834.18	\$7,796.15	\$7,910.24	\$7,872.21	\$94,690.96
Recycled Water	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue	\$95,923.37	\$123,586.32	\$99,320.15	\$99,174.94	\$76,142.99	\$100,673.38	\$81,231.55	\$68,818.18	\$81,730.64	\$101,070.90	\$89,351.86	\$99,926.99	\$1,116,951.27
Expense	\$87,144.37	\$81,902.63	\$114,623.38	\$160,041.02	\$98,357.85	\$137,804.21	\$111,151.88	\$106,602.36	\$84,771.53	\$71,795.69	\$91,754.68	\$72,434.79	\$1,218,384.39
Balance	\$8,779.00	\$41,683.69	(\$15,303.23)	(\$60,866.08)	(\$22,214.86)	(\$37,130.83)	(\$29,920.33)	(\$37,784.18)	(\$3,040.89)	\$29,275.21	(\$2,372.82)	\$27,492.20	(\$101,403.12)
Water Sold Cu Ft	292033	387244	297886	291236	218802	217498	215864	209660	203888	291683	230285	288809	3,144,888
Water Sold Acre ft	6.70	8.89	6.84	6.69	5.02	4.99	4.96	4.81	4.68	6.70	5.29	6.63	72.20

FY 2021/2022

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$6,340.85			\$7,273.93			\$7,273.93				\$20,888.71
Property Tax	\$115.78	\$1,381.14	\$10.01	\$5,809.34	\$11,583.42	\$7,622.03	\$163,743.57	\$4,095.69	\$4,104.27	\$14,321.21	\$12,933.74		\$225,720.20
Water	\$49,269.78	\$36,018.10	\$36,656.78	\$37,820.36	\$34,769.42	\$30,061.95	\$27,060.11	\$31,533.31	\$30,350.63	\$38,738.36	\$36,177.32	\$41,905.35	\$430,361.47
Sewer	\$55,516.22	\$40,331.83	\$40,336.81	\$42,047.97	\$38,874.20	\$35,068.70	\$30,298.87	\$35,079.28	\$33,573.78	\$44,078.35	\$39,679.66	\$47,223.70	\$482,109.37
Service	\$7,910.24	\$7,834.18	\$7,977.48	\$8,080.85	\$8,272.49	\$8,272.49	\$8,272.49	\$8,232.71	\$8,272.49	\$8,232.71	\$8,312.27	\$8,232.71	\$97,903.11
Recycled Water	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Fees	\$2,349.85	\$3,168.75	\$2,222.38	\$3,159.93	\$1,854.16	\$1,966.24	\$3,291.71	\$2,803.97	\$211.71	\$2,566.37	\$1,996.72	\$1,813.47	\$27,405.26
Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue	\$115,161.87	\$88,734.00	\$93,544.31	\$96,918.45	\$95,353.69	\$90,265.34	\$232,666.75	\$81,744.96	\$83,786.81	\$107,937.00	\$99,099.71	\$99,175.23	\$1,284,388.12
Expense	\$95,803.89	\$75,209.49	\$80,233.53	\$84,995.77	\$103,695.19	\$90,282.75	\$103,403.23	\$102,972.34	\$153,478.50	\$111,977.33	\$101,809.55	\$101,809.55	\$1,205,671.12
Balance	\$19,357.98	\$13,524.51	\$13,310.78	\$11,922.68	(\$8,341.50)	(\$17.41)	\$129,263.52	(\$21,227.38)	(\$69,691.69)	(\$4,040.33)	(\$2,709.84)	(\$2,634.32)	\$78,717.00
Water Sold Cu Ft	357524	261467	253458	262346	241618	210787	189269	219034	211521	270041	249738	291510	3,018,313
Water Sold Acre ft	8.21	6.00	5.82	6.02	5.55	4.84	4.35	5.03	4.86	6.20	5.73	6.69	69.29

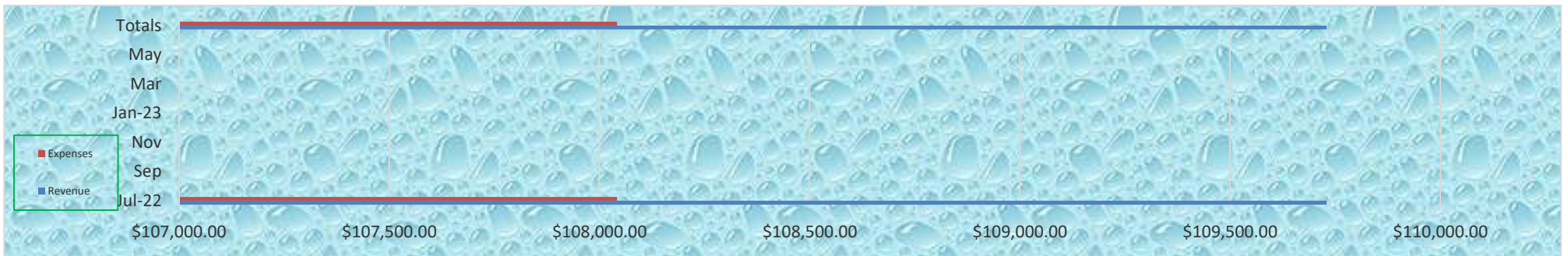
DISTRICT REVENUE FY 2021/2022

	Jul-22	Aug	Sep	Oct	Nov	Dec	Jan-23	Feb	Mar	Apr.	May	June	Totals
State Billing													\$0.00
Property Tax	\$1,155.48												\$1,155.48
Water	\$46,591.56												\$46,591.56
Sewer	\$52,231.30												\$52,231.30
Service	\$8,391.83												\$8,391.83
Recycled Water													\$0.00
Late Fees	\$1,359.93												\$1,359.93
Grant Funds	\$0.00												\$0.00
Total	\$109,730.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109,730.10
Water Sold Cu Ft	323170												323170
Water Sold Acre ft	7.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.42



REVENUE VS EXPENSES

	Jul-22	Aug	Sep	Oct	Nov	Dec	Jan-23	Feb	Mar	Apr.	May	June	Totals
Revenue	\$109,730.10												\$109,730.10
Expenses	\$108,042.12												\$108,042.12
Balance	\$1,687.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,687.98



3.B. AD-Hoc & Standing Committee Reports:



AD-HOC & STANDING COMMITTEE REPORTS

List of Committee Members:

Parking on District Streets Committee Members:

Director Donahue

Coastal Hazards Response Plan (CHRP) Committee Members:

Director de la Rosa and Chairperson Kellas

District Insurance Policy Committee Members:

Director Donahue and Vice-Chairperson Giacoletti

Budget Committee Members:

Director Daniel de la Rosa, Michael Hanchett, Miguel Sandoval,

Water Committee Members:

Michael Hanchett, Chuck Grash, Albert Barretto

**4.A. Consent Agenda Items:
Review and Approval of Minutes for the Regular Meeting on
July 12, 2022.**

The July 12, 2022 Board Meeting Minutes will be
provided via Green Sheet

**4.B. Consent Agenda Items:
Review and Approval of the Disbursements Journal.**

SAN SIMEON COMMUNITY SERVICES DISTRICT
Disbursements Journal
August 2022

Type	Date	Num	Name	Memo	Paid Amount
Payments issued in July, 2022 after BOD meeting					
Bill Pmt -Check	07/11/2022	2479	PG&E	Electricity Bills dated 06/28/2022 for: wells, RO System, WWTP, District Office. Paid by SSCSD 07/11/22.	7,913.93
August, 2022 Disbursements					
Paycheck	08/09/2022	2461	GWEN KELLAS	Board Service July 2 through August 1, 2022.	-92.35
Paycheck	08/09/2022	2462	MARY P GIACOLETTI	Board Service July 2 through August 1, 2022.	-92.35
Bill Pmt -Check	08/09/2022	2463	Adamski Moroski Madden Cumberland & Green	General legal services through 06.30.22. Inv 58236 dated 07/25/22.	-15,719.50
Bill Pmt -Check	08/09/2022	2464	Adamski Moroski Madden Cumberland & Green	Legal fees re: Hather litigation through 06.30.22. Inv 58237 dated 7/25/22.	-86.00
Bill Pmt -Check	08/09/2022	2465	Akel Engineering Group, Inc	Prof Svcs re: addendum to the District Master Plan services through 03.31.22. Inv 21775-04 dated 04/07/22.	-1,497.50
Bill Pmt -Check	08/09/2022	2466	Dudek	CHRP expense (Coastal Hazard Response Plan). Contract services through 07.24.22. See grant from CCC/SLO Co 19-02_SLO_A1. Inv 2022-05993 dated 8/1/22.	-3,918.79
Bill Pmt -Check	08/09/2022	2467	Kathleen Fry Bookkeeping Services	Bookkeeping services July 2022. Inv CSD-2022-07 dated 07/31/22.	-1,500.00
Bill Pmt -Check	08/09/2022	2468	Kathleen Fry Bookkeeping Services	Additional bookkeeping services: Rate and Cost Study, Public Record Requests. Svc Period: 07.01 - 07.31.22. Inv CSD-Spec1-2022-07 dated 07/31/22.	-1,331.25
Bill Pmt -Check	08/09/2022	2469	Lori Mather Video Services	Video services for Reg BOD Mtg 08.09.22. Invoice #8/1/2022.	-300.00
Bill Pmt -Check	08/09/2022	2500	Oliveira Environmental Consulting LLC	Prof Svcs related to CHRP-Coastal hazard response plan, Prop 1 grant, LCP to move WWTP, Ocean Outfall, Pico Staircase, and other CSD tasks. Svc Per: 05.03.22 - 06.30.22. Inv OEC-2022-17 dated 07/30/22.	-8,107.50
Bill Pmt -Check	08/09/2022	2501	Significant Digits, Inc.	Annual license fee for SD reader route manager software and reading device. Inv 22H-179-148 dated 7/1/22.	-650.00
Bill Pmt -Check	08/09/2022	2502	Simply Clear Marketing & Media	Monthly Website Service and Mgt fee service period 08.20.22 - 09.20.22. Inv 43709 dated 07/18/22.	-450.00
Bill Pmt -Check	08/09/2022	2503	Stillwater Sciences	Pico Creek instream flow management plan services through 07.03.22. Inv 9840006 dated 7/14/22.	-7,202.50
Bill Pmt -Check	08/09/2022	2504	Grace Environmental Services (GES)	Operations Management, Electrical and Maintenance Fees - Retro for July, 2022. Inv 1558 dated 8/1/22.	-4,549.28
Bill Pmt -Check	08/09/2022	2505	Grace Environmental Services (GES)	Operations Management, Electrical and Maintenance Fees - August, 2022. Inv 1558 dated 8/1/22.	-60,781.23
Check	08/25/2022	Elec Pymt	CalPERS Fiscal Svcs Div	Retiree Health monthly premium.	-383.85
Check	08/25/2022	Elec Pymt	CalPers Fiscal Svcs Divn	Monthly Unfunded Accrued Liability payment. Cust. ID 7226734344.	-1,349.42
Liability Check	08/25/2022	Elec Pymt	United States Treasury (US Treasury)	Payroll tax payment for paychecks issued current month.	-30.60
Total August Disbursements					-108,042.12

**4.C. Consent Agenda Items:
Adoption of Resolution 22-455 to Continue Virtual
Meetings Pursuant to the Provisions of AB 361**



CONSENT AGENDA ITEM STAFF REPORT

ITEM 4.A. ADOPTION OF RESOLUTION 22-255 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.

Summary

At a Special Meeting on September 30, 2021, the Board approved District Resolution 21-433 to continue virtual meetings of the Board of Directors and District committees pursuant to AB 361. AB 361 requires periodic review of the determination for a legislative body to continue to meet via teleconference, and if a state of emergency remains active, then no later than 30 days after meeting via teleconference, the body must make a subsequent finding that it “has reconsidered the circumstances of the state of emergency” and determined that in-person meetings continue to pose a risk to public health. During the July 12, 2022 Regular Board meeting, the Board approved Resolution 22-452 which extended the “state of emergency” for an additional 30 days. Resolution 22-455 extends the “state of emergency” for an additional 30 days to allow continued virtual meetings.

Possible Options:

- 1) The Board may direct the meetings be held in person.
- 2) The Board may direct that the meetings remain being held via teleconference.

Enc: Resolution 22-455

RESOLUTION NO. 22-455

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT FOR THE PERIOD OF AUGUST 9, 2022, TO SEPTEMBER 8, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recitals

WHEREAS, the San Simeon Community Services District ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 21-433 on September 30, 2021, finding that the requisite conditions exist for the legislative bodies of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19, and strong recommendations by the California Department of Public Health that all persons, regardless of vaccination status, continue to undertake social distancing measures including wearing masks while in indoor public settings; and

WHEREAS, the Board of Directors does hereby find that the rise in SARS-CoV-2 Delta and Omicron variants have caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of the District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board of Directors will ensure that the public has access to meetings and the opportunity to participate in meetings in the interest of transparency and as required by AB 361.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the San Simeon Community Services District, as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District.
3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The General Manager and Staff of the District are hereby authorized and directed to take all actions necessary to carry out the

intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

- 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) September 8, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED by the Board of Directors of the San Simeon Community Services District on August 9, 2022, by the following roll call votes:

AYES:
NOES:
ABSENT:
ABSTAINED:

President, Board of Directors of the
San Simeon Community Services District

ATTEST:

Charles Grace, General Manager of the
San Simeon Community Services District

APPROVED AS TO FORM:

Jeffrey A. Minnery, District Counsel

4.D. Consent Agenda Items:

**AUTHORIZATION AND APPROVAL OF A CONTRACT WITH PADRE ASSOCIATES, INC TO
PROVIDE ENVIRONMENTAL PLANNING AND PERMITTING SERVICES TO THE DISTRICT
FOR THE PERIOD OF THREE YEARS.**



CONSENT AGENDA ITEM STAFF REPORT

ITEM 4.D. AUTHORIZATION AND APPROVAL OF A CONTRACT WITH PADRE ASSOCIATES, INC. TO PROVIDE ENVIRONMENTAL PLANNING AND PERMITTING SERVICES TO THE DISTRICT FOR THE PERIOD OF THREE YEARS.

Summary:

At the July 12, 2022 Board meeting the Board voted to award Padre Associates with a contract to provide environmental planning and permitting services to the District. The attached contract has been reviewed by both District Counsel and by Padre Associates.

Recommendation:

GES Staff is asking that the Board approve the contract language and direct that the contract be executed.

Enc: Contract with Padre Associates, Inc.

AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT FOR CONSULTANT SERVICES** (“Agreement”) is made and effective as of July 1, 2022 (the “Effective Date”), between **PADRE ASSOCIATES, INC.** (“Consultant”), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain in effect from through June 30, 2025 (“Term”).

2. SERVICES

Consultant shall perform the tasks described in Consultant’s proposal for on-call planning, permitting, and environmental services (the “Proposal”) attached hereto as Exhibit A and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Crystahl Taylor, as Senior Project Manager, *with certain administrative functions handled by Simon Poulter will represent Consultant* in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of *Fifty Thousand Dollars per year (\$50,000)*, unless otherwise first approved in writing by General Manager. *Such additional budgetary expenses may include regulatory permits and other costs, which shall be presented for District approval prior to Consultant incurring such additional costs.* Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (10) days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (d) Completion of the services as described in Section 2.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or its delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, the District General Manager shall cause to be served upon the Consultant a written notice of the

default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and *fees subject to payment limitations in Section 5 of this Agreement*, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

(f) The Consultant, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of The District to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant

shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files designs, drawings, cad drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

11. **INDEMNIFICATION**

(a) Consultant shall hold harmless and indemnify, including the cost to defend, District, and its respective principals, directors, officers, agents, and employees from and against all claims, loss, liability, suits and damages, including attorney's fees, that arise out of, pertain to, or relate to Consultant's negligence, recklessness or willful misconduct in connection with the performance of Consultant's obligations under this Agreement, or that of Consultant's sub-consultants, agents or employees (or any entity or individual for which Consultant bears legal liability).

(b) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) Without affecting any of the rights of District under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of District.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Charles Grace, General Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

With a copy to: Jeffrey A. Minnery, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, California 93403

To Consultant: Padre Associates, Inc.
369 Pacific Street
San Luis Obispo, California 93401
Attn: Crystahl Taylor, Senior Project Manager

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Proper venue for any litigation concerning this Agreement shall be in the County of San Luis Obispo.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on

behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

25. LITIGATION

In the event District desires Consultant to prepare for or appear in litigation on behalf of District, and Consultant agrees to perform said services, other than herein specified, District shall pay Consultant the usual and customary fees charged by Consultant for such services, and Consultant agrees to perform said services.

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

**SAN SIMEON
COMMUNITY SERVICES DISTRICT**

PADRE ASSOCIATES, INC.

By: _____
Gwen Kellas, Chairperson

By: _____

Attest:

Its: _____

Charles Grace, Clerk of the Board

Approved As To Form:

Jeffrey A. Minnery, District Counsel

Attachments:

- Exhibit A- Consultant's Proposal
- Exhibit B- Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

DRAFT

**ON-CALL PLANNING, PERMITTING, AND
ENVIRONMENTAL SERVICES**

STATEMENT OF QUALIFICATIONS

Project No. 2202-1401

Prepared for:

San Simeon Community Services District
111 Pico Avenue
San Simeon, California 93452

Prepared by:

Padre Associates, Inc.
369 Pacific Street
San Luis Obispo, California 93401

JUNE 2022



TABLE OF CONTENTS

1.0 INTRODUCTION	1-1
2.0 FIRM OVERVIEW	2-1
2.1 TECHNICAL APPROACH	2-1
2.2 PROJECT MANAGEMENT	2-2
3.0 EXPERIENCE SUMMARY	3-1
3.1 GENERAL QUALIFICATIONS AND CAPABILITIES.....	3-1
3.2 PROJECT EXPERIENCE.....	3-1
3.2.1 Permitting Strategy and Permit Acquisition.....	3-2
3.2.2 Sensitive Species Compliance Services.....	3-3
3.2.3 Special Status Species Surveys	3-3
3.2.4 Nesting Bird Surveys.....	3-4
3.2.5 Wetlands/Waters Regulatory Services	3-4
3.2.6 Compliance Mitigation Monitoring and Reporting	3-4
3.2.7 Storm Water Pollution Prevention Plans.....	3-5
3.2.8 Archaeological Services	3-5
3.2.9 Other Focused Specialty Studies	3-5
4.0 PERSONNEL	4-1
4.1 INDIVIDUAL EXPERIENCE/QUALIFICATIONS	4-1
5.0 SCOPE OF SERVICES	5-1
5.1 PERMITTING SUPPORT ON DISTRICT CAPITAL IMPROVEMENT PROJECTS.....	5-1
5.2 REGULATORY AND JURISDICTIONAL AGENCY COORDINATION	5-1
5.3 PROJECT SERVICES FOLLOWING CEQA FILINGS	5-1
5.4 GRANT APPLICATION AND IMPLEMENTATION SUPPORT	5-2
6.0 PROPOSED FEES	6-1
7.0 REFERENCES	7-1

LIST OF TABLES

Table 6-1. Padre Associates, Inc. Personnel/Rate Sheet	6-1
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APPENDICES

- Appendix A. Resumes
- Appendix B. Representative Experience
- Appendix C. Fee Schedule



ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

June 2, 2022

Project No. 2202-1401

San Simeon Community Services District

111 Pico Avenue

San Simeon, California 93452

Attention: Charles Grace, General Manager

Subject: Statement of Qualifications to Provide On-Call Planning, Permitting, and Environmental Services for the San Simeon Community Services District

Dear Mr. Grace:

Padre Associates, Inc. (Padre) is pleased to submit this Statement of Qualifications (SOQ) in response to the Request for Proposals (RFP) for On-Call Planning, Permitting and Environmental Services for the San Simeon Community Services District (District) issued on March 30, 2022. This SOQ has been prepared in accordance with the requirements listed in the RFP. There is no pending litigation against Padre and no history of bankruptcy or insolvency proceedings. There are no conflicts of interest between the District and Padre staff and if necessary, all subcontractors will be approved by the District prior to starting work. If awarded an on-call contract, it is Padre's intention to adhere to the provisions described in the RFP.

Below is Padre's contact information for this SOQ:

Padre Associates, Inc.

369 Pacific Street

San Luis Obispo, California 93401

Crystahl Taylor, Senior Project Manager

ctaylor@padreinc.com

(805) 786-2650, ext.111

Padre is a multidisciplinary consulting firm assisting clients in the fields of environmental sciences and geoenvironmental services. Padre has a highly qualified team of in-house experts who are experienced with California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) processes, regulatory coordination, analysis and permitting, construction mitigation and monitoring, biological, archaeological, air quality, noise, and other technical analyses required for the District-related projects. Padre also has experience including federally funded projects requiring Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) involvement and approval. Because of our responsive approach, project management, technical capabilities, experience, and familiarity with the San Simeon area, Padre's team is well suited to assist the District with on-call environmental services.

Our team has the project management, environmental planning, and technical experience necessary to assist the District with their Community Services projects with the following tasks:

- CEQA/NEPA Environmental Documents
- Development Plan Review
- Federal, State, and Regional Regulatory Permitting

369 Pacific Street • San Luis Obispo, CA 93401 • (805) 786-2650 • www.padreinc.com

- Initial Studies
- Biological and Special-Status Species Surveys/Consultations
- Wetland Delineations
- Biological Assessments and Biological Resource Assessments
- Regulatory Agency Permitting (i.e., Section 404 Section 401, Section 1602, etc.)
- Site Restoration Plans and Revegetation Plans
- Habitat Restoration
- Cultural and Historic Resource Evaluations
- Native American Consultation
- Noise Studies
- Air Pollution Dispersion Modeling and Emission Inventories
- Compliance/Construction Mitigation and Monitoring
- Mitigation Monitoring/ Post-Construction Reporting Programs
- Geologic Hazards Studies
- Asbestos Surveys
- Lead Surveys

Padre's SOQ is valid for 120 days. If you should have any questions regarding Padre's SOQ and/or require additional information for review purposes, please contact Crystahl Taylor at (805) 786-2650, ext. 111.

Sincerely,

Padre Associates, Inc.



Crystahl Taylor
Senior Project Manager

Enclosure: Statement of Qualifications

1.0 INTRODUCTION

Padre Associates, Inc. (Padre) is pleased to submit this Statement of Qualifications (SOQ) to the San Simeon Community Services District (District). Padre is a local consulting firm with an office in San Luis Obispo and additional offices in Ventura, Sacramento, and Bakersfield, California. Our firm is comprised of experienced professionals with a dedication to the preparation of quality work products, within budget, and on schedule; and a strong commitment to establishing and maintaining positive client relationships.

Padre has assembled a highly qualified team of in-house experts who are experienced with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) processes, regulatory analysis, coordination, and permitting, construction mitigation and monitoring, and the biological and archaeological technical analyses required for the District's Capital Improvement projects. Padre has ample experience providing planning, permitting and other environmental services to projects within unincorporated, coastal and mountainous regions. The firm holds contracts in good standing with clients of other cities and counties, positioning Padre as a competitive candidate to provide on-call planning, permitting and environmental services to the District. Because of our responsive approach, project management and technical capabilities, experience, and familiarity with the San Simeon area, we feel that the Padre team is well suited to assist the District with its future project objectives.

We have made every effort to keep this proposal brief, concise, and responsive to the District's Request for Proposals (March 2022). Included below is a brief summary of the salient points of the SOQ:

- Section 2.0 describes Padre's Personnel/Firm including key operating practices and capabilities;
- Section 3.0 summarizes Padre's qualifications and representative project experience;
- Section 4.0 provides the background and experience of Padre's key personnel and Padre's approach to project management and client communication;
- Section 5.0 provides Padre's scope of services relevant to District projects;
- Section 6.0 states the key staff with associated billing rates that would be assigned to work on projects with the District; and
- Section 7.0 provides contact information for recent clients familiar with Padre's environmental work applicable to future District projects.

2.0 FIRM OVERVIEW

Padre is a California-certified small business (No. 0025798) multidisciplinary consulting firm with complementary service lines in environmental sciences, geoenvironmental services, and geotechnical/civil engineering. Padre employs 60 staff across our San Luis Obispo, Ventura, Bakersfield, and Sacramento offices, with our headquarters in Ventura, California. Padre was established in 1996 by four senior professionals who are committed to the development of a multi-service, mid-sized consulting firm focused on local and regional projects. Padre's founding Principals and key staff each have more than 33 years of local professional experience, and a minimum of 28 years working together directly.

Padre has Master Service Contracts/On-Call Service Agreements to provide environmental services, including CEQA compliance and special studies, with numerous public agencies (e.g., City of San Luis Obispo, County of San Luis Obispo, Ventura County Public Works Agency, County of Santa Barbara, County of San Benito, etc.). We have had agreements in place with most of these agencies for over 20 years.

Our goal is to provide our clients with high-quality, timely, and cost-effective permitting, planning, and environmental services that exceed our clients' requirements. We value professional relationships with our clients and pride ourselves on their satisfaction. Satisfied clients are our best testament to our commitment to quality. We encourage the District to contact the references identified in Section 7.0 of this SOQ.

2.1 TECHNICAL APPROACH

Padre contends that the following points set us apart from our peers:

Key Staff. Our staff have a proven track record of successfully completing projects. Staff members are locally-based and have a history of positive working relationships with clients throughout their careers.

Pool of Resources. Padre has an extensive pool of qualified professionals offering a wide range of expertise who collaborate internally and are quickly accessible for agile team management and service delivery.

Providing Customized Services. As a growing small firm, we have the flexibility to customize our services to match client requirements. Our involvement can range from complete management of a complex, multi-disciplined project, to assisting with limited aspects of a client-led project.

Strong Relationships with Governmental and Regulatory Agencies. Padre staff has strong, well-developed working relationships with local, regional, State, and Federal regulatory agencies. Our staff's reputation for quality performance and knowledge of continually changing regulatory requirements enhances our ability to assist in regulatory negotiations on behalf of our clients.

Complimentary Service Lines and Technical Capabilities. Padre provides balanced, cost-effective, and unique solutions through a blending of complementary technical service areas and capabilities that are tied together through sound policy, planning, and project management principles.

Proven Management Approach. Padre utilizes a proven management approach tailored to the client's needs, ensuring quality and timely response and completion of task requests. Continuous feedback loops are utilized to afford internal training of team members. A single point of contact is maintained with client staff to ensure continuity and consistency of project communications.

Commitment to our Clients. Meeting our clients' needs regarding quality, costs and timing, as well as ensuring environmental and regulatory compliance is paramount. Padre manages assessment programs with an "end-point" driven approach, where project completion and client satisfaction are an integral part of our goal to provide clients with total solutions to their projects.

Involvement of Senior Staff. Experienced senior staff members are actively involved in daily project work and are readily available to address project related issues. These senior staff members generally have 15 to 25 years of applied experience in their field of specialty.

2.2 PROJECT MANAGEMENT

Ms. Crystahl Taylor will manage the District's contract from our San Luis Obispo office, if awarded. Ms. Taylor will work closely with District staff and will involve the appropriate Padre staff for each project assigned. During the project setup, the budget and schedule for each task and the tools required to monitor the progress of the work will be established.

During project execution, the Project Manager assigned to the project is tasked with monitoring and controlling the budget, schedule, conformance to project requirements, and assembling a permanent record (file) of the project. Project monitoring is an interactive part of tracking and is firmly tied to project planning. It takes the outputs of tracking and uses them to determine planned versus actual budget and schedule.

Padre utilizes Deltek AJERA which is an integrated project management and accounting system that ensures accurate and up-to-date, communication and accessible reporting. The following is a partial list of AJERA features that Padre utilizes on a daily basis:

- Project Command Center: single interface for project setup, budgeting, and reporting;
- Customizable project views by user;
- Project reporting: real-time, drill through, work in progress, billed, budgeted, and spent (dollars and hours);
- Project budgeting: top—down, bottom-up, or by distribution;
- Timesheets and expense reports: integrated, electronic approval workflow;
- Invoicing: backup detail, adjustments, invoicing groups, rate tables; and
- Billing review: paperless for internal billing process.

3.0 EXPERIENCE SUMMARY

3.1 GENERAL QUALIFICATIONS AND CAPABILITIES

Padre's key personnel include Environmental Planners, Biologists, Certified Ecologists, Archaeologists, Registered Civil Engineers, Registered Geologists, Certified Engineering Geologists, Certified Hydrogeologists, a Certified Environmental Manager, Construction Managers, and Qualified Storm Water Pollution Prevention Plan (SWPPP) Developers and Practitioners, who have extensive training and hands-on experience in their fields of specialty. Additionally, Padre holds a State of California Contractors License, General Engineering A (No. 733481).

Padre's staff has the experience and capabilities to assist the District with a variety of planning and environmental services that are typically required after CEQA filings. Additionally, Padre has the resources, knowledge and experience to effectively assist the District with its future project needs including Capital Improvement permitting. Padre's capabilities include, but not limited to:

- CEQA/NEPA Environmental Documents
- Development Plan Review
- Initial Studies
- Biological and Special-Status Species Surveys/Consultations
- Wetland Delineations
- Biological Assessments and Biological Resource Assessments
- Regulatory Agency Permitting (i.e., Section 404 Section 401, Section 1602, etc.)
- Site Restoration Plans and Revegetation Plans
- Habitat Restoration
- Cultural and Historic Resource Evaluations
- Native American Consultation
- Noise Studies
- Air Pollution Dispersion Modeling and Emission Inventories
- Compliance/Construction Mitigation and Monitoring
- Mitigation Monitoring/ Post-Construction Reporting Programs
- Geologic Hazards Studies
- Lead and Asbestos Surveys

3.2 PROJECT EXPERIENCE

Padre utilizes a multidisciplinary approach to provide a full spectrum of environmental and permitting services for local and regional projects. Below is a general description of our knowledge and experience. A detailed list of representative project experience is included in Appendix B.

3.2.1 Permitting Strategy and Permit Acquisition

Environmental permitting can be complex, time consuming, and frustrating. At Padre, we work proactively with our clients to help make the process as smooth and efficient as possible. We identify the necessary permitting requirements for a given project, establish the appropriate agency contacts, and work with our clients to develop application packages that fulfill agency requirements. We continue to provide support through the final stages of discretionary approval and beyond by providing adjunct services such as construction monitoring. Jurisdictional authorities that we routinely work with include:

Agency	Permits
U.S. Army Corps of Engineers (ACOE)	Section 404 Permits of Clean Water Act, 33 U.S.C. 1344 and Executive Order 11990 and 11998; Section 10 of the Rivers and Harbors Act of 1899, and Section 106 of the National Historic Preservation Act (NHPA).
U.S. Fish and Wildlife Service (USFWS)	Consultation under the Endangered Species Act (16 U.S.C. 1531). Such consultation is typically initiated during the Corps 404 permit process.
National Marine Fisheries Services	Consultation under the Endangered Species Act (16 U.S.C. 1531). Such consultation is typically initiated during the Corps 404 permit process
Bureau of Land Management (B.L.M.)	Land management permit processes with Sundry Notices for oilfield related work and Special Use Permits for various land access activities.
Federal Highway Administration (FHWA)	The FHWA reviews and requires NEPA compliance for all projects it funds. Additionally, FHWA may require geo-environmental assessments for projects. Section 106 of the National Historic Preservation Act (NHPA).
California Coastal Commission (CCC)	Approval authority over California's coast pursuant to the California Coastal Act.
California Geologic Energy Management Division (CalGEM)	Construction review permits and general CEQA documentation.
California State Lands Commission	Approval authority over State sovereign lands - navigable and tidal waterways.
California Department of Fish and Wildlife (CDFW)	Section 1602 Stream Alteration Agreement and California Endangered Species Act (Section 2080-2085).
California Regional Water Quality Control Board (RWQCB)	Permit to discharge water and Water Rights Agreements, water quality certification Clean Water Act (Section 401) as authorized by California Water Code. Approval of Technical Work Plans and Remedial Action Plans associated with assessments and remediation of soil and groundwater impacted by hazardous materials.
California Department of Transportation (Caltrans)	Approval authority over State transportation projects - Caltrans has specific requirements for the preparation of environmental documents, including Natural Environment Studies (NES), Preliminary Environmental Assessment Reports (PEARs), and Initial Site Assessments (ISAs). Caltrans issues encroachment permits for projects encroaching into State highway rights-of-way.
Local Agencies	Conditional-Use Permits

3.2.2 Sensitive Species Compliance Services

Padre provides comprehensive sensitive species compliance services. Padre biologists have extensive experience conducting biological resource surveys, studies, and coordinating projects under the Federal and California Endangered Species Acts.



A summary of these capabilities include:

- Habitat-based and protocol-level surveys for Federal and State-listed species
- Preparation of Biological Assessments
- Formal and informal consultation with State and Federal agencies
- Development of impact avoidance and minimization measures
- Development of mitigation plans to compensate for direct take and habitat loss
- In-field monitoring services and training of crew members in proper avoidance procedures during construction

3.2.3 Special Status Species Surveys

Padre biologists have recovery permits allowing handling of listed species, including:

- California red-legged frog;
- Listed vernal pool branchiopods (fairy shrimp and tadpole shrimp);
- Snowy plover; and
- Least Bell's vireo among others.



Other special-status species surveys may include:

- Rare plants;
- California tiger salamander;
- Coast horned lizard;
- Two-striped garter snake;
- Blunt-nosed leopard lizard;
- Burrowing owl;
- Kangaroo rats (various species);
- Bats;
- San Joaquin antelope squirrel; and
- San Joaquin kit fox.

3.2.4 Nesting Bird Surveys

Regulatory permits and environmental impact reports typically include requirements to avoid bird nests in compliance with the Fish and Game Code and Migratory Bird Treaty Act. Padre biologists conduct pre-activity surveys during the bird breeding season to identify active nests, based on bird behavior and direct sightings of nests. Activities that may affect bird nests may include excavation, construction of structures and maintenance (primarily along channels). Active nests are typically identified, and a no-work buffer area is established around the nest in coordination with resource agencies. The size of the no-work buffer is typically based on the intensity of the work activity and the sensitivity of the species involved. Active nests may be monitored by Padre staff to determine when the young have fledged, and work may resume near the nest.



3.2.5 Wetlands/Waters Regulatory Services

Padre staff is thoroughly versed in regulatory processes associated with obtaining permits from the U.S. Army Corps of Engineers (ACOE) under Section 404 of the Clean Water Act and Section 10 of the River and Harbor Act of 1899. Padre scientists routinely:

- Conduct jurisdictional delineation's of waters and wetlands regulated by the ACOE;
- Prepare permit application packages (including environmental assessments, functions and values analyses, mitigation plans, revegetation plans, 404[b][1] water quality analyses;
- Coordinate pre-application meetings and field inspections with multiple agencies;
- Prepare Section 401 Water Quality Certification/Waste Discharge Requirement permit applications to the Regional Water Quality Control Board (RWQCB);
- Prepare Section 1602 Lake or Streambed Alteration Agreement applications to the California Department of Fish and Wildlife (CDFW); and
- Represent clients during agency meetings and negotiations.

3.2.6 Compliance Mitigation Monitoring and Reporting

Padre environmental specialists have prepared and implemented numerous mitigation monitoring and compliance programs. This process starts with the identification of suitable mitigation measures that are written with concise language and precision to allow effective implementation. Once the environmental impact assessment documentation is completed, the mitigation monitoring plan can be prepared. Such plans include guidance on the criteria for implementation, timing of the action, the responsible monitoring parties, reporting requirements and the agencies requiring this reporting.



During project construction and site restoration, Padre can provide comprehensive compliance monitoring and implementation services.

3.2.7 Storm Water Pollution Prevention Plans

Padre provides SWPPP development and monitoring services for construction activities and industrial sites throughout central California. Effective July 1, 2010, construction activities that will disturb more than one acre of land are required to obtain coverage under the 2009 General Permit for Storm Water Discharges Associated with Construction Activities (No. 2009-0009-DWQ) issued by the State Water Resources Control Board. Padre staff have been certified as Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP) under the 2009 General Permit. Padre routinely prepares SWPPPs for industrial sites. Our field technicians are trained in the field protocols for the collection of storm water samples as required for construction and industrial sites. Padre also offers field monitoring and consulting for the implementation of best management practices in compliance with new SWPPP requirements.

3.2.8 Archaeological Services

Padre's archaeological staff is familiar with all aspects of archaeological investigations and research including Phase I archaeological surveys, site identification and documentation, Phase II subsurface testing and evaluation, Phase III data recovery excavations, archaeological construction monitoring, and Native American consultation. Our senior archaeological staff meets the U.S. Secretary of the Interior's Professional Qualifications Standards for archaeology and is a Registered Professional Archaeologist. Additionally, Padre has a laboratory facility in San Luis Obispo for artifact analysis and works with local curation facilities to conserve the artifacts recovered as a part of our field investigations.



3.2.9 Other Focused Specialty Studies

Padre staff members are experienced at conducting focused specialty environmental studies such as geoenvironmental Phase I Environmental Site Assessments, geotechnical/soils reports, air quality and noise studies. These focused studies are conducted by issue-area specialists and are designed to provide comprehensive data concerning potential environmental consequences and potential mitigation

4.0 PERSONNEL

Key Padre team personnel have been selected for inclusion in this SOQ based on their experience managing or working on Projects similar to the District's requested services. Ms. Crystahl Taylor will be the assigned Senior Project Manager to serve as the single point of contact for such services. All Padre key personnel identified below are located in our San Luis Obispo and Ventura offices. However, additional staff members from these offices and our Bakersfield and Sacramento offices are available to provide specialized expertise on an as needed basis.

4.1 INDIVIDUAL EXPERIENCE/QUALIFICATIONS

The following section provides an overview of individual Padre key personnel and their areas of expertise as it relates to the services requested in the RFP. Detailed resumes are included as Appendix A.

PROJECT MANAGEMENT – CEQA/PERMITTING

Mr. Simon Poulter. Mr. Poulter will serve as the Principal-in-Charge and will also provide quality control functions during the proposed contract. Mr. Poulter is one of the four founding Principals of Padre and has been working as an environmental consultant for over 34 years. Prior to establishing Padre, he was the program manager for resources management services at Fugro West for six years. Mr. Poulter currently manages Padre's Environmental Sciences Group. In this role, he is responsible for supervising day to day operations of the group including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects. Mr. Poulter's experience includes the preparation of numerous environmental impact reports (EIA/EIR/EIS), resource assessment studies, and environmental training programs for projects within the western United States, as well as several international projects. Mr. Poulter has extensive experience in the San Luis Obispo County including permitting review of the decommissioning of the Diablo Nuclear Generation Station, regulatory support for ongoing restoration at the Guadalupe Dunes Remediation Site and permitting support for the Cayucos Water Treatment Plant. Mr. Poulter has a B.A. in Marine/Aquatic Biology and Physical Geography and an M.R.P. in Environmental Planning.

Ms. Crystahl Taylor. Ms. Taylor joined Padre in 2011 and has over 21 years of professional experience as an environmental specialist and manager of environmental projects involving CEQA and NEPA. Ms. Taylor is the manager of the San Luis Obispo's Environmental Sciences Group and would be the point of contact for the District's service needs. Ms. Taylor specializes in the management and preparation of CEQA and NEPA environmental documents. In addition, Ms. Taylor specializes in regulatory agency permitting involving the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service, and the California Coastal Commission. Ms. Taylor is experienced in conducting environmental impact analyses and has written various sections for CEQA and NEPA environmental documents. She is also experienced with the management and coordination of projects involving Caltrans Local Assistance such as bridge replacement and road realignment projects. Ms. Taylor has managed and/or contributed to over 15 bridge replacement and road realignment projects within Caltrans, District 5. Ms. Taylor holds a B.S. degree in Natural Resources Management from California Polytechnic State University, San Luis Obispo.

BIOLOGICAL RESOURCES

Ms. Alyssa Berry. Ms. Berry joined Padre Associates in 2010 and has over 16 years of experience monitoring threatened and endangered species in California. Ms. Berry has considerable experience in San Luis Obispo County managing biological monitoring services and permit compliance. As a Senior Biologist, Ms. Berry is responsible for managing the San Luis Obispo office biological staff, biological surveying and reporting, permit compliance monitoring, agency communications, biological resource studies, permit applications, sensitive species surveys, habitat restoration, mitigation monitoring, and project management. Ms. Berry has supported infrastructure projects that required biological monitoring and has overseen environmental compliance monitoring for several projects throughout the Central Coast. She gained valuable experience coordinating the biological monitoring efforts at the recent Marsh Street Bridge Replacement Project, which involved nesting bird pre-construction surveys, nesting deterrent deployment, biological monitoring for sensitive wildlife, and comprehensive permit compliance and reporting. In addition, Ms. Berry specializes in habitat restoration project planning and implementation for wetland, oak woodland, and coastal dune habitat types. Ms. Berry holds a B.A. degree in Earth and Environmental Science from Wesleyan University.

Ms. Michaela Craighead. Ms. Craighead joined Padre in 2011 and has over ten years of experience as a field biologist and environmental consultant, with a primary focus on aquatic and marine biology. Currently, Ms. Craighead assists with the preparation of permit applications for Federal and State agencies, as well as CEQA and technical environmental documents. In addition, she conducts biological resource surveys and habitat assessments, including protocol-level surveys for protected species. Ms. Craighead's field experience extends to both onshore and offshore construction projects, as well as numerous remediation and restoration sites. She was approved as a Protected Species Officer (PSO) by the National Oceanic and Atmospheric Administration (NOAA) in 2012 and holds a USFWS 10(A)(1)(a) Recovery Permit for Large Branchiopods. Ms. Craighead holds a B.S. degree in Biology with a concentration in Marine Science and Fisheries from California Polytechnic State University, San Luis Obispo.

Ms. Christina Santala. Ms. Santala joined Padre in 2007 and has over 25 years of experience in the environmental field. She is currently a Project Biologist specializing in botanical resources and ecological restoration for projects located throughout the California central coast. Ms. Santala has assisted and managed various types of projects related to residential and commercial development, bridge replacement and improvement, utility pipeline and facilities decommissioning, and oil field exploration and development. Her project specific field work includes oak tree inventory surveys, rare plant presence/absence surveys, vegetation type identification and mapping, aquatic resource delineation surveys, qualitative and quantitative botanical monitoring, habitat restoration plan development and implementation, native seed collection, pre-activity nesting bird and special-status species surveys, and special-status species presence/absence surveys. Other project related tasks include report writing, literature and database searches, data analysis, project planning, and submittal of environmental permit applications to Federal, State, and local agencies including ACOE, CDFW, and RWQCB. Ms. Santala earned a B.S. degree in Biological Sciences from California Polytechnic State University San Luis Obispo, and has attended continuing education classes focused on botany, plant taxonomy, vegetation classification and mapping, soil taxonomy, aquatic resources delineation, and special-status aquatic wildlife.

Ms. Shannon Gonzalez. Ms. Gonzalez joined Padre in 2013 and is a Project Biologist with eight years of field and environmental reporting experience. Her responsibilities at Padre include conducting various biological resource surveys and construction monitoring, as well as preparing biological resource survey reports, Federal and State level environmental documents, and other support documents for a range of projects within San Luis Obispo, Monterey, Santa Barbara, Fresno, and Kern counties. Her field experience includes comprehensive biological resource surveys, nesting bird surveys, construction monitoring, burrow excavation, wildlife relocation, oiled wildlife response, and surveys for various federally and/or state-protected wildlife species such as California red-legged frog, blunt-nosed leopard lizard, San Joaquin kit fox, burrowing owl, California tiger salamander, and San Joaquin antelope squirrel. Ms. Gonzalez has a B.S. degree in biological sciences with a concentration in ecology from California Polytechnic State University, San Luis Obispo.

CULTURAL RESOURCES

Ms. Rachael Letter. Ms. Letter joined Padre in 2014 and has 17 years of experience as an archaeologist and cultural resource management professional, with more than 12 years in California. Ms. Letter serves as senior archaeologist and project manager for prehistoric and historic archaeological investigations. Ms. Letter's responsibilities include day-to-day project management for all phases of archaeological investigation, background research, Native American consultation, preparing technical reports, assisting with the preparation of environmental documents, and coordinating cultural resource monitors. She frequently directs archaeological pedestrian surveys and testing programs in San Luis Obispo, Santa Barbara, Monterey, Kern, Ventura, Fresno, and San Joaquin counties. Recently, Ms. Letter directed extended Phase I testing in support of the Morro Bay Power Plant Battery Energy Storage System Project and coordinated cultural resource monitors for the Buckley Road Extension of the Avila Ranch Development Project in the City. Ms. Letter holds a B.A. degree in Archaeology from the University of Evansville and a M.S. degree in Industrial Archaeology from Michigan Technological University.

Mr. Christopher Letter. Mr. Letter joined Padre in 2014 and has 17 years of experience as an archaeologist and cultural resource management professional, with more than 12 years in California. Mr. Letter serves as a staff archaeologist for prehistoric and historic archaeological investigations. Mr. Letter's responsibilities include completing all phases of archaeological survey and testing, assisting with archaeological records searches and archival research, artifact processing and cataloging, and archaeological monitoring. He frequently conducts Phase I pedestrian surveys and monitors construction projects in San Luis Obispo, Santa Barbara, Kern, Fresno, and Ventura counties. Recently, Mr. Letter completed extended Phase I testing in support of the Morro Bay Power Plant Battery Energy Storage System Project. Mr. Letter holds a B.A. degree in Anthropology from Northern Arizona University.

Mr. Varick "Val" Kirstine. Mr. Kirstine joined Padre in 2016 and has 17 years of field experience as an archaeologist the Central and Southern Coast regions of California. He serves as staff archaeologist for prehistoric and historic archaeological investigations. Mr. Kirstine's responsibilities include conducting all phases of archaeological survey and testing, site documentation, background research, artifact analysis and processing, archaeological monitoring, and report and site record preparation. He frequently conducts Phase I pedestrian

surveys and monitors construction projects in San Luis Obispo, Santa Barbara, Kern, Fresno, and Ventura counties. Mr. Kirstine has also completed extended Phase I and Phase II excavations at multiple Early American, Rancho and Mission period sites – including Mission Nuestra Senora de la Soledad, Mission San Buenaventura, and Mission San Miguel.

GEOENVIRONMENTAL

Mr. Jeff Damron. Mr. Damron is one of the founding Principals of Padre and has worked in the field of civil and geotechnical engineering for over 34 years. His broad range of experience includes geotechnical engineering, geoenvironmental engineering and remediation, and construction monitoring. He is responsible for the firm's geotechnical practice. Mr. Damron has supervised, managed and performed geotechnical projects throughout California including deep foundation design, landslide stabilization, oil/gas processing facilities, commercial developments, school site improvements, roadways, and pipeline projects including horizontal directional drill projects. He supervises all phases of geotechnical investigations including field exploratory and laboratory testing programs, engineering analyses and evaluations, and report preparation. Mr. Damron manages and develops the design and implementation of erosion control systems for Storm Water Pollution Prevention Plans (SWPPP) under the construction and industrial general permits. He is currently the QSD for a large construction project and is managing the preparation of industrial SWPPPs for multiple sites owned by an industrial client.

Mr. Louis Cappel. Mr. Cappel has over 20 years of professional experience as an environmental consultant, and is the Principal manager of the San Luis Obispo's Geoenvironmental Group. Mr. Cappel has been involved primarily in projects relating to the assessment and remediation of soil, soil gas, and groundwater in unconsolidated sediment and bedrock environments. His responsibilities have included performing and overseeing field work, the preparation of technical work plans and reports, risk assessment support, interfacing with State and Federal regulatory agencies, review of work performed by other consultants, and litigation support. Mr. Cappel has also conducted numerous Phase I Environmental Site Assessments at sites located throughout California. Mr. Cappel has managed assessment and/or remediation activities related to a wide variety of contaminants, including petroleum hydrocarbon products, chlorinated solvents, PCBs, metals, naturally-occurring asbestos, nitrate, and pesticides. He has participated in environmental activities at oilfields, Superfund sites, industrial facilities, gasoline service stations, refineries, gas plants, petroleum pipelines, military bases, agricultural properties, residential properties, landfills, and sewage treatment facilities. Mr. Cappel has extensive experience performing and supervising field assessment and remedial activities.

Mr. Brett Sullivan. Mr. Sullivan has over 18 years of professional experience as an environmental consultant and has been employed by Padre since 2010. He has been involved primarily in geologic and hydrogeologic assessments related to Subtitle D landfill construction and permitting, assessment and remediation of sites contaminated with petroleum hydrocarbons, heavy metals, chlorinated solvents, and PCBs, Phase I and Phase II Environmental Site Assessments (ESAs) and mineral resource assessments. His responsibilities have included project management, developing technical work plans, site conceptual models, corrective action and site closure plans, supervision of field staff, technical and safety training, remedial construction oversight, analytical laboratory data validation, third party technical review, as well as client, contractor, and regulatory agency engagement. Mr. Sullivan has experience

supervising and directing assessment and remedial activities including environmental drilling, rock coring and logging, soil sample collection and classification, monitoring and remediation well construction, contaminated soil excavations, removal and in-place closure of underground storage tanks, statistical analysis of detection and assessment groundwater monitoring data, groundwater treatment system pilot testing and operation, sub-slab vapor mitigation design, naturally occurring asbestos (NOA) surveys and assessments, geographic information systems and mapping, historical aerial photograph analyses, air monitoring.

RESOURCE SPECIALISTS

Mr. Robert Vander Weele. Mr. Vander Weele joined Padre in 2010 and has over 24 years of professional experience as an environmental geologist and environmental consultant. His work experience has been focused on environmental site assessment, remediation, impact assessment, and permitting for private and public-sector clients. Mr. Vander Weele's primary area of environmental impact assessment expertise includes air quality monitoring, air emissions modeling, noise modeling, geologic characterization, and hydrogeological modeling. He is also experienced in the preparation of environmental documentation for NEPA and CEQA. Mr. Vander Weele holds a B.S. degree in Hydrogeology from Western Michigan University, Kalamazoo, Michigan and is a registered professional Geologist in the State of California.

Ms. Natalie Goetz. Ms. Goetz joined Padre in 2021 and is a Staff Planner responsible for the preparation of environmental documents such as IS/MNDs, contingency plans and biological assessments. She also works to prepare permit applications with ACOE, RWQCB, and CDFW. Ms. Goetz's experience extends to both onshore and offshore construction projects. Prior to joining Padre, Ms. Goetz's experience consisted of both research-based and rehabilitation/mitigation compliance experience in marine environments. Ms. Goetz is a certified PSO through Marine Protected Species Consulting (MPSC). She holds a B.S. degree in Marine Biology with a minor in Sustainability from San Diego State University and a "CEQA Training" Certification from the University of California, San Diego Extension.

5.0 SCOPE OF SERVICES

Padre provides consulting services to a wide array of clients including: local, State and Federal agencies; special districts (e.g., water, sanitation, waste management and schools); industry; and commercial clients. This diverse background gives Padre ample experience to effectively assist the District with future permitting and environmental services. Padre offers a diverse scope of environmental services with an efficiently streamlined approach to organizing deliverables. Padre's proven approach to deliver quality products and services to our clients is a testament to high-yielding client satisfaction. The moment notice of the requested environmental services is received, an internal system of organized steps is followed to ensure the highest quality deliverable is achieved in a timely manner.

Padre has the time, materials and staffing necessary to fulfill all needs requested by the District within the RFP issued on March 30, 2022. With over 25 years of experience assisting various Districts with numerous projects, Padre has a strong understanding of future environmental compliance services the District will likely request for upcoming projects.

The following sections outline the approach that will be implemented for all of the District's future needs as described in section 2.1 and 2.2 of the RFP.

5.1 PERMITTING SUPPORT ON DISTRICT CAPITAL IMPROVEMENT PROJECTS

Padre has extensive permitting experience and would be a great support to the District's Capital Improvement Projects. Padre routinely secures permits from local, State, and Federal agencies including the following:

- Section 404 Nationwide Permit Authorizations from ACOE;
- Section 401 Water Quality Certifications from RWQCB;
- Section 1602 Lake or Streambed Alteration Agreements from CDFW; and
- Coastal Development Permits from CCC.

5.2 REGULATORY AND JURISDICTIONAL AGENCY COORDINATION

Padre's environmental planners and biologists have close working relationships with local, State, and Federal agencies provided above in Section 5.1. We engage with the agencies throughout project development and during formal and informal consultations pursuant to Section 7 of the Federal Endangered Species Act with the U.S Fish and Wildlife Service and National Marine Fisheries Service.

5.3 PROJECT SERVICES FOLLOWING CEQA FILINGS

Padre provides the full suite of CEQA services, from preparation of the Initial Study through Noticing requirements once the environmental document (i.e., Mitigated Negative Declaration, Environmental Impact Report) have been certified. In addition, Padre can help facilitate preparation of the Mitigation Monitoring Program, and implementation of compliance documentation.

5.4 GRANT APPLICATION AND IMPLEMENTATION SUPPORT

Padre does not have experience with grant application and implementation support. However, we are able to provide assistance to the District during the grant application process.

6.0 PROPOSED FEES

Table 6-1 provides the hourly billing rates for each Padre staff included in this SOQ pursuant to Padre’s 2021 Fee Schedule (Appendix C). The billing rates provided would remain for the initial term of the District’s On-Call Contract.

Table 6-1. Padre Associates, Inc. Personnel/Rate Sheet

Padre Staff	Title	Classification	Billing Rate (\$/hr)
Lucas Bannan	Senior GIS Specialist	GIS/CAD Professional	\$110
Alyssa Berry	Senior Biologist	Senior Professional II	\$160
Louis Cappel	Principal	Principal Professional	\$180
Michaela Craighead	Project Biologist	Project Professional	\$120
Jeff Damron	Principal	Principal Professional II	\$210
Natalie Goetz	Staff Planner	Staff Professional	\$95
Shannon Gonzalez	Project Biologist	Project Professional	\$120
Val Kirstine	Staff Archaeologist	Staff Professional	\$95
Christopher Letter	Staff Archaeologist	Staff Professional	\$95
Rachael Letter	Senior Archaeologist/ Project Manager	Senior Professional	\$150
Amy Phelan	Senior AutoCAD Specialist	GIS/CAD Professional	\$110
Simon Poulter	Principal	Principal Professional II	\$210
Christina Santala	Project Biologist	Project Professional	\$120
Brett Sullivan	Senior Geologist	Senior Professional	\$150
Crystahl Taylor	Senior Project Manager	Senior Professional II	\$160
Robert Vander Weele	Project Manager	Project Professional	\$120
Subconsultant Markup			15%

7.0 REFERENCES

The following references are for agencies that Padre has provided environmental services for or have existing on-call service contracts with. The provided references know Padre's capabilities and qualifications relevant to the District's future needs.

- County of San Luis Obispo
Planning and Building Department
Mr. Steve McMasters
(805) 781-5096
smcmasters@so.slo.ca.us
- County of San Luis Obispo
Public Works Department
Mr. Keith Miller
(805) 781-5714
klmiller@co.slo.ca.us
- Calleguas Municipal Water District
Mr. Fernando Baez
(805) 579-7156
fbaez@calleguas.com
- County of San Luis Obispo
Public Works Department
Ms. Kate Ballantyne
(805) 781-2766
kballantyne@co.slo.ca.us
- City of San Luis Obispo
Community Development
Mr. Dan Van Beveren
(805) 781-7575
dvanbeve@slocity.org
- Chevron Environmental Management
Company
Mr. Christopher J. Penza
(661) 392-2371
cpenza@chevron.com

APPENDIX A

PADRE STAFF RESUMES

Simon A. Poulter

Principal, Environmental Sciences Group

EDUCATION: M.R.P. Environmental Planning, University of Pennsylvania, 1985

B.A. Marine/Aquatic Biology and Physical Geography, Wittenberg University, 1980

EXPERIENCE: Mr. Poulter has over 30 years of experience as a project manager and environmental scientist responsible for the preparation of physical, biological, and cultural resource assessments for inland, coastal, and outer continental shelf projects. Mr. Poulter is a founding Principal of Padre Associates, Inc. and currently manages the firm's Environmental Sciences group. In this role, he is responsible for supervising day to day operations of the group, including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects.

Mr. Poulter has extensive experience with the development of permitting strategies, permit acquisition and permit condition compliance for coastal development and decommissioning projects. He manages the larger coastal permitting projects conducted by Padre and oversees all such projects.

Mr. Poulter also directs the preparation of environmental assessment documentation mandated under both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

Representative projects Mr. Poulter has actively supervised and participated in include:

Diablo Canyon Nuclear Power Plant Decommissioning - Permitting Project Management Plan, Avila Beach. Mr. Poulter served as Padre's Principal-in-Charge for assisting PG&E with the preparation of a Permitting Project Management Plan for the decommissioning of the Diablo Canyon Power Plant. The Permitting Project Management Plan included preparation of a Benchmarking Study, Permitting Conceptual Phasing Report, and a Permitting Strategy Report. Padre also assisted PG&E with the preparation of a comprehensive permitting project schedule and a detailed permitting cost estimate that covered the complete decommissioning of the existing power plant and possible re-use of key site facilities.

High Energy 3D Offshore Seismic Survey, and Ocean Bottom Seismometer Project, San Luis Obispo County, California. Mr. Poulter was the project Principal-in-Charge for Environmental Permitting Services for a proposed High Energy 3D Offshore Survey to be conducted offshore of the PG&E Diablo Nuclear Power Generation Station. Project application packages included a Project Description, Biological Assessment, Essential Fish Habitat Assessment, Marine Wildlife Contingency Plan, Section 404 Dredge and Fill Permit, Air Quality Calculation, and Incidental Harassment Authorization. The application packages were sent to jurisdictional agencies including the CSLC, CCC, National Oceanic Atmospheric Administration, National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS) and USACOE. Documents prepared by Padre were used by the CSLC in their preparation of an EIR as well as an Incidental

Take Authorization from the NMFS and USFWS. Dates of Service: January 2010 to October 2013.

Encina Marine Oil Terminal Decommissioning Planning, Carlsbad, California.

Padre has been providing various forms of project assistance for the proposed decommissioning project. Mr. Poulter is the Principal-in-Charge of Padre's efforts on behalf of the client, Cabrillo Power I LLC. Padre tasks to date have included: preparation of a Project Execution Plan (including numerous supporting plans such as a Marine Wildlife Contingency Plan and Oil Spill Response Plan); coordination with the California State Lands Commission (CSLC) regarding the client's State tidelands lease; assisting the CSLC with the preparation of CEQA compliance documentation for the project; preparation of permit applications (Coastal Development Permit from the California Coastal Commission [CCC], Section 404 Permit from the United States Army Corps of Engineers [USACOE], Section 401 Certification from the Regional Water Quality Control Board [RWQCB] and Right-of-Entry Permit from the California Department of Parks and Recreation); review of contractor bid documentation; and development of mitigation and permit condition tracking documents. Dates of Service: February 2014 to Present.

ExxonMobil Santa Ynez Unit Offshore Power System Reliability - B (OPSR-B) Phase 2 Project, Santa Barbara County and Offshore, California.

Padre prepared a Mitigated Negative Declaration on behalf of the CSLC for the project. The project includes the installation and operation of replacement cables and electrical systems from the Las Flores Canyon Processing Facility in Santa Barbara County to Outer Continental Shelf Platforms Harmony and Heritage, and the retrieval of existing out-of-service cables from selected locations within the project area. The CSLC amended the existing State Lease PRC 7163.1, a General Lease - Right-of-Way Use, to allow for project implementation. Dates of Service: April 2013 to October 2016.

Chevron 4H Platform Decommissioning Project - Shell Mounds Disposition, Offshore California.

Mr. Poulter has assisted Chevron with the submission of various project application information intended to enable the State Lands Commission and associated responsible agencies to comparatively evaluate the final disposition of the remaining 4H Platform Shell Mounds disposition. These efforts have included extensive biological and geophysical assessment of the remaining mounds as well as a review of a wide range of potential alternatives for both the removal and retention of the mounds. Dates of Service: 1998 to Present.

PROFESSIONAL AFFILIATIONS:

City of Carpinteria, Former Chairman Planning Commission

Former Chairmen, City of Carpinteria General Plan and Local Coastal Plan Update Committee

National Association of Environmental Professionals - Former Board Member

Crystahl Taylor

Senior Project Manager

EDUCATION: B.S. Natural Resources Management, California Polytechnic State University, San Luis Obispo, 2000. Concentration: Wildlife Biology

EXPERIENCE: Ms. Taylor joined Padre Associates in 2011 and has over 21 years of professional experience as an environmental specialist and manager of environmental projects involving the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Ms. Taylor is the manager of the San Luis Obispo's Environmental Sciences Group. Ms. Taylor specializes in the management and preparation of CEQA and NEPA environmental documents. In addition, Ms. Taylor specializes in regulatory agency permitting involving the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the California Coastal Commission (CCC). She is experienced with the management and coordination of projects involving Caltrans Local Assistance such as bridge replacement and road realignment projects. She is also experienced in permitting and compliance management for coastal and offshore projects involving the California State Lands Commission (CSLC).

Representative projects Ms. Taylor has managed or assisted with include:

Highway 120 Lodging Hospitality Project, Tuolumne County, California. Ms. Taylor is currently the Project Manager in support of the Initial Study/Mitigated Negative Declaration for the Highway 120 Lodging Hospitality Project (Project). The Project's development includes 200 guest suite accommodations, lodge, market and bar, pool and pool house, soaking tubs, and an events space located on State Route 120 in the Big Oak Flat area near Groveland, Tuolumne County. Ms. Taylor is also managing the preparation and submittal of the regulatory agency permits required for the Project including a Nationwide Permit from ACOE, a Water Quality Certification from RWQCB, and a Lake or Streambed Alteration Agreement from CDFW.

Camp Roberts High Water Bridge Project, Camp Roberts, California. Ms. Taylor is currently the Project Manager in support of the joint NEPA/CEQA environmental document for the Camp Roberts High Water Bridge Project (Project). The Project includes constructing a joint access road and pier foundation repair of the existing High Water Bridge. Padre will prepare the joint environmental document with assistance and review from the California Army National Guard (CA ARNG) environmental staff and the National Guard Bureau (NGB-ILE). Ms. Taylor is also managing the preparation and submittal of the regulatory agency permits required for the Project including a Nationwide Permit from ACOE and a Water Quality Certification from RWQCB.

City of San Luis Obispo Railroad Safety Trail Project – Taft Street to Pepper Street, San Luis Obispo, California. Ms. Taylor was the environmental Project Manager for the City of San Luis Obispo Railroad Safety Trail Project. Ms. Taylor managed preparation of the technical studies, as required by Caltrans, for the Project including a Natural Environment Study-Minimal Impact, Section 106 Documentation, Initial Site Assessment, and the Noise Study Report. Ms. Taylor also managed and prepared the Mitigated Negative Declaration for the project.

Dynegy Morro Bay Power Plant Marine Terminal Decommissioning Project, Morro Bay, California. Ms. Taylor was the Assistant Project Manager in support of the Morro Bay Power Plant Marine Terminal Decommissioning Project. Ms. Taylor assisted in the revision of the Project Execution Plan for the decommissioning project. She managed the preparation of the Mitigated Negative Declaration for the project in accordance with CEQA on behalf of the CSLC. She also applied for and obtained the CCC Coastal Development Permit, ACOE Nationwide Permit Authorization, RWQCB Water Quality Certification, and the CDFW Operation of Law Letter for pipeline removal.

East Cat Canyon Oil and Gas Exploration Plan, Santa Barbara County, California. Ms. Taylor was the Assistant Project Manager in support of an Oil Field Redevelopment Project Plan located in the East Cat Canyon Oil Field, Santa Barbara County, California. Ms. Taylor was the permitting coordinator for various stages of the Project, and coordinated the compilation of permit applications for various resource agencies including the ACOE, RWQCB, CDFW and USFWS. Ms. Taylor also provided assistance through the Environmental Impact Report (EIR) process and assisting in responding to the questions raised by the EIR consultant. In addition, Ms. Taylor assisted with other components of the Project such as agency correspondence, meeting attendance, scheduling, and reporting.

Chevron San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo, California. Ms. Taylor was the Assistant Project Manager in support of the remediation and restoration activities at Chevron's San Luis Obispo Tank Farm property. The project's environmental issues included wetlands, endangered species, rare plants, airport compatibility, historical resources, traffic and transportation, hydrology, recreation, land use compatibility, human and ecological risk mitigation, deed restrictions on future uses, and groundwater quality. Ms. Taylor coordinated with the agencies for the proposed remediation and restoration components of the project and received the following agency permits: Nationwide Permit Authorization from the ACOE, Water Quality Certification from the RWQCB, Streambed Alteration Agreement from CDFW, and Section 7 Biological Opinion from the USFWS and NMFS. In addition, Ms. Taylor assisted with other components of the project such as agency correspondence, meeting attendance, scheduling, and reporting.

PROFESSIONAL AFFILIATIONS:

Channel Counties Chapter, Association of Environmental Professionals, member
Channel Counties Chapter, Association of Environmental Professionals, Board of Directors, Student Membership Chair (2011-2012)

Alyssa Berry

Senior Biologist

EDUCATION: B.A. Earth and Environmental Science, Wesleyan University, 2004.

EXPERIENCE: Ms. Berry joined Padre Associates, Inc. in 2010 and has more than 16 years of professional experience in the biological resources field. Ms. Berry currently manages Padre's Biological Group in the San Luis Obispo office and is responsible for organizing biological surveys, permit compliance monitoring, biological resource studies, and restoration project management. Ms. Berry has experience preparing Biological Assessments for projects that have the potential to impact species protected by the Federal Endangered Species Act (FESA). Ms. Berry is qualified to survey for and implement project specific mitigation measures for special-status plant and wildlife species that occur throughout San Luis Obispo County. She effectively communicates with dynamic project teams and works collaboratively to achieve permit compliance.

Representative projects Ms. Berry has worked on include:

East Cat Canyon Redevelopment Project, Santa Barbara County, California.

Ms. Berry coordinated and participated in comprehensive biological resource surveys and assessments at a former oil field proposed for redevelopment. Ms. Berry analyzed the survey results to prepare a Biological Assessment that was submitted to the United States Fish and Wildlife Service (USFWS) to address potential impacts to California tiger salamander and California red legged frog (CRLF).

Marsh Street Bridge Replacement Project, San Luis Obispo County, California.

Ms. Berry managed the environmental compliance and biological monitoring for the project. Key compliance components included nesting birds, steelhead, CRLF, and regulatory permits (Water Quality Certification and CDFW Streambed Alteration Agreement). She coordinated with the project team managers, trained construction personnel on environmental permit conditions, monitored water quality, conducted pre-activity surveys, monitored installation and removal of the dewatering and diversion system, monitored active nests, and implemented nest deterrence measures. She was approved under the Federal Highways Administration's Federal Aid Program (8-8-10-F-58) Programmatic Biological Opinion) to relocated CRLF. She helped to relocate a juvenile steelhead from the project site during dewatering activities, under the authorization of National Marine Fisheries Service (NMFS) Biological Opinion (BRLS-5016(050)).

Camp Roberts Programmatic Biological Assessment, San Luis Obispo and Monterey County, California.

Ms. Berry was awarded the contract to update the Programmatic Biological Assessment of the Camp Roberts military installation's activities. Ms. Berry has prepared the administrative draft that addresses the effects of military activities on four species protected under FESA.

Guadalupe Restoration Project, San Luis Obispo County, California. Ms. Berry managed a team of six biologists to comply with over 1,200 ecological permit conditions. Ms. Berry worked closely with regulatory representatives from the County of San Luis Obispo, California Department of Fish and Wildlife (CDFW), USFWS, and California Coastal Commission to achieve project compliance with permit conditions. She adhered to a multi-agency approved Wetland Restoration and Mitigation Plan through planting, photopoint monitoring, and vegetation sampling. Ms. Berry has managed the seed collection, propagation, and replacement planting of three California threatened and endangered plants. Ms. Berry was authorized by the project's Biological Opinion, to handle CRLF, conduct quarterly eyeshine surveys, and perform annual egg mass surveys and to relocate tidewater goby during crayfish trapping activities. Ms. Berry implemented a successful migratory bird monitoring program that enabled construction activities to proceed with minimal disruptions during the nesting season.

Public Works Railroad Safety Trail, City of San Luis Obispo, California. Ms. Berry conducted a biological survey of the proposed trail alignment and prepared a Natural Environment Study (Minimal Impacts) for the City of San Luis Obispo and the California Department of Transportation. The biological survey included identification of vegetation types, rare plants, and wildlife habitat.

San Ardo Energy Project, Monterey County, California. Ms. Berry managed the biological assessment of an area of the San Ardo oil field. Ms. Berry organized and participated in biological resource surveys that included vegetation type mapping, oak tree inventory, protocol San Joaquin kit fox surveys, and protocol CRLF surveys. She prepared a biological resource survey report, mitigation cost analysis, and species-specific protocol survey reports.

San Luis Obispo Tank Farm Restoration Project (Project), San Luis Obispo County, California. Ms. Berry managed biological pre-activity surveys and biological monitoring during remediation and restoration at the Project site. These activities included protocol-level CRLF surveys, nesting bird surveys, and nesting deterrent deployment within the Project site.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

- Wetland Delineation Training, Wetland Training Institute, 2016
- Measuring and Monitoring Plant Populations, California Native Plant Society, 2012
- California Tiger Salamander Workshop, 2009
- CRLF Workshop, 2008
- Coursework in zoology and ornithology, Santa Barbara City College, Spring 2006
- Geology Field Course, University of Pennsylvania, Red Lodge, Montana. June 2003
- Comparative Ecology, School of International Training, Ecuador. Spring 2003

**PROFESSIONAL
AFFILIATIONS:**

- California Native Plant Society, Member
- Central Coast Wildlife Society, Member

Michaela Craighead

Project Biologist

EDUCATION: B.S. Biology, California Polytechnic State University, San Luis Obispo, 2009.
Concentration: Marine Science and Fisheries

EXPERIENCE: Ms. Craighead joined Padre in 2011 and has ten years of experience as a field biologist and environmental consultant. Ms. Craighead focus has been primarily in aquatic and marine biology. Ms. Craighead has previously conducted mitigation monitoring of protected terrestrial and marine species, but now her primary focus is preparing permit applications for federal and state agencies, and CEQA documents (Initial Studies and Mitigated Negative Declarations [IS/MND]), technical environmental documents, wildlife contingency plans. In addition, Ms. Craighead conducts biological resource surveys and habitat assessments, including protocol-level for protected species. Ms. Craighead field experience extends to both onshore and offshore construction projects, as well as numerous remediation and restoration sites. In addition, Ms. Craighead was approved as a Protected Species Observer by the National Oceanic and Atmospheric Administration (NOAA) in 2012 and holds a U.S. Fish and Wildlife Service (USFWS) 10(A)(1)(a) Recovery Permit for Large Branchiopods.

Representative projects Ms. Craighead has participated in include:

Dynegy Morro Bay Power Plant Decommissioning, San Luis Obispo County. Ms. Craighead responsibilities on the project included marine environmental consulting and marine wildlife monitoring services, and preparing the CEQA document (IS/MND) for the offshore decommissioning of power plant pipelines offshore San Luis Obispo County. Ms. Craighead conducted hydroacoustic sampling of noise levels related to dynamic pipe ramming (DPR) operations and consulted with NMFS for the protection of marinemammals during project activities that produced hazardous noise. Hydroacoustic sampling was conducted with a Reson TC hydrophone, a SpectraDAQ-200 for data acquisition, and the SpectraPlus-SC software. In support of onshore decommissioning activities, Ms. Craighead participated in the relocation of native fish species, including tidewater goby, from the Morro Creek lagoon. Under the supervision of a USFWS-permitted biologist, Ms. Craighead captured and relocated thousands of juvenile and adult tidewater gobies. Dates of service: September 2018 to October 2018.

Marsh Street Bridge Reconstruction Project, City of San Luis Obispo, California. Ms. Craighead supported the environmental compliance monitoring for the project and conducted pre-construction nesting bird surveys and nesting raptor monitoring. Ms. Craighead was approved by the United States Fish and Wildlife Service (USFWS) to independently survey for and relocate California red-legged frog prior to and during diversion and dewatering activities. Ms. Craighead also installed block nets and conducted passive relocation of steelhead prior to dewatering activities to avoid significant impacts to federally protected fish. In addition, Ms. Craighead was the biological monitor during bridge demolition and conducted water quality monitoring for the project. Dates of service: February through November 2020.

Port San Luis Avila Pier Rehabilitation Project, Avila Beach, San Luis Obispo County. Ms. Craighead prepared the federal Biological Assessment and Essential Fish Habitat Assessment to support federal permit applications for the project. In addition, due to the repair and maintenance nature of the project, Ms. Craighead prepared the Notice of CEQA exemption. Dates of Service: February 2017 through Present.

San Luis Obispo Tank Farm Remediation, Restoration, and Development Project, San Luis Obispo County, California. In support of the Biological Assessment for the project, Ms. Craighead participated in several protocol-level surveys for both state and federally protected species including, California Red-legged frog (*Rana draytonii*), burrowing owl (*Athene cunicularia hypugaea*), and large vernal pool branchiopods (*Branchinecta* sp., *Streptocephalus woottoni*, *Lepidurus packardii*). In addition, Ms. Craighead managed the Surface Hydrocarbon Inspection and Monitoring Program for two years which consisted of weekly surveys for oiled wildlife, and if found, the rescue and recovery of oiled wildlife under the guidance of the California Department of Fish and Wildlife (CDFW). As the USFWS-approved biologist, Ms. Craighead oversees the construction of vernal pool fairy shrimp (*Branchinecta lynchi*) restoration habitat and conducts wet season monitoring surveys. Dates of service: December 2013 through Present.

California Resources Petroleum Corporation Grubb Lease Decommissioning, Ventura County, California. Ms. Craighead completed marine SCUBA biological resources surveys of intake and outfall pipelines proposed for removal. Ms. Craighead documented the type and location of marine plants, macro-epifauna, and fish associated with the habitats within the project area to avoid impacts to these habitats. In addition, Ms. Craighead helped prepare the project's CEQA document (IS/MND) and technical documents to support federal and state permit applications. Dates of service: November 2018 to March 2020.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

USFWS Section 10(A)(1)(a) recovery permit for federally listed branchiopods (fairy shrimp and tadpole shrimp (Permit No. TE-13636B-1)

American Academy of Underwater Sciences Scientific Diver and National Association of Underwater Instructors Master SCUBA Diver, 2015.

eDNA: A Practical Workshop, presented by the Western Section of the Wildlife Society, Genidaqs, and WRA. 2019.

Divers Alert Network CPR/AED and First Aid and Emergency Oxygen Administration for Diving Accidents Certified, 2019.

Standards of Training Certifications and Watchkeeping Certified Personal Survival Techniques, Cal Maritime Academy, 2018.

California Red-Legged Frog Workshop, presented by Trish Tartarian, 2014. Western Burrowing Owl Workshop, presented by Dr. Lynn Trulio, 2014.

Fairy Shrimp of California Identification Course, presented by Mary S. Belk, 2013.

**PROFESSIONAL
AFFILIATIONS:**

California Central Coast Chapter of the Wildlife Society, member

Resume

Christina Santala

Project Biologist

EDUCATION: B.S. Biological Sciences, California Polytechnic State University, San Luis Obispo, 1988.

EXPERIENCE: Ms. Santala joined Padre Associates, Inc. in April 2007 and has over 25 years of experience in the environmental field. Ms. Santala specializes in botany and ecological restoration of upland, riparian, and wetland habitats associated with utility pipeline and facilities decommissioning, oil field exploration, development, and remediation, bridge replacement and improvement, residential development, and streambed alteration projects. In addition, Ms. Santala is experienced in conducting aquatic resources delineations and jurisdictional determinations in accordance with the United States Army Corps of Engineers (ACOE) guidelines.

Representative projects Ms. Santala has managed and assisted with include:

San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo County, California. Ms. Santala was involved with this soil remediation and habitat restoration project for over ten years and served as lead restoration ecologist for initial restoration activities. Ms. Santala assisted with and managed baseline botanical inventory surveys, rare plant surveys and mapping, vegetation type identification and mapping, rare plant seed collection, planting and seeding, noxious/invasive plant management, temporary irrigation system design, restoration plan development, design, and implementation, and restoration monitoring.

Cuyama River Tanker Spill Restoration Project, Santa Barbara and San Luis Obispo Counties, California. Ms. Santala conducted biological baseline surveys and developed and implemented the habitat restoration and mitigation plan. Specific tasks included rare plant and botanical inventory surveys, vegetation classification and mapping, development of mitigation strategies and restoration performance criteria focused on establishment of riparian habitat, vegetation rapid assessment protocol surveys, report writing, and is currently involved with restoration site monitoring and adaptive management.

Air Park Drive Bridge Replacement Project, San Luis Obispo County, California. Ms. Santala assisted with the botanical component of this bridge replacement project located in the community of Oceano, San Luis Obispo County, California. Specific tasks included an aquatic resources delineation survey following ACOE guidelines, botanical inventory, vegetation type assessment and mapping, jurisdictional, and associated research and reporting.

Highway 120 Lodging Project, Tuolumne County, California. Ms. Santala completed the biological technical reports used for CEQA documentation in support of the environmental permitting for this development project. Specific tasks included biological resources assessment field survey, aquatic resources delineation survey, and oak tree inventory and all associated reporting, and preparation of technical responses during the CEQA review period.

Resume

Various Residential Biological Survey Assessments, San Luis Obispo County, California. Ms. Santala has completed numerous biological resources assessment surveys for small residential development projects to document the existing biological resources and to determine the for potential special-status plants and wildlife to occur within the subject properties. Specific tasks included desktop review and database research, field surveys, use of Global Positioning System unit for mapping, report writing including preparation of avoidance and minimization and mitigation measures to protect special-status resources.

U.S. Highway 101 Clark Avenue and Northbound Interchange Improvement Project, Santa Barbara County, California. Ms. Santala managed and assisted with the environmental permit compliance and onsite biological monitoring for the project, which involved removal and construction of highway interchange ramps. Activities completed included pre-project habitat assessment and special-status wildlife surveys, pre-activity surveys of habitat areas prior to initial ground disturbances, periodic biological monitoring, and associated reporting. Onsite monitoring focused on potentially occurring special-status wildlife species including American badger, silvery legless lizard, coast horned lizard, and nesting birds.

East Cat Canyon Oil and Gas Exploration Project, Santa Barbara County, California. Ms. Santala completed numerous field surveys and desktop analyses for this oil and gas exploration project. Specific tasks included wetland delineation and jurisdictional determinations, site-wide botanical inventory, California Native Plant Society (CNPS)/California Department of Fish and Wildlife (CDFW) vegetation rapid assessment protocol surveys, vegetation mapping, rare plant surveys, oak tree inventory, restoration plan and oak tree replacement plan development, and associated reporting and permitting assistance.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

CDFW Plant Voucher Collecting Permit 2081(a)-21-016-V.

Rare Pond Species Survey Techniques Workshop (California red-legged frog, California tiger salamander and southwestern pond turtle), Laguna de Santa Rosa Foundation, 2008.

Flowering Plant Families Workshop, Jepson Herbarium, 2010.

Manual of California Vegetation Second Edition Workshop, California Native Plant Society, 2012.

Soil Morphology and Hydric Soils Workshop, California Native Plant Society, 2015.

Wetland Delineation Workshop, Jepson Herbarium, 2015.

**PROFESSIONAL
AFFILIATIONS:**

California Native Plant Society, member.

Robert F. Hoover Herbarium, California Polytechnic State University; volunteer.

Shannon Gonzalez

Project Biologist

EDUCATION: B.S. Biological Sciences, California Polytechnic State University, San Luis Obispo, 2013. Concentration: Ecology

EXPERIENCE: Ms. Gonzalez joined Padre Associates, Inc. in 2013 and has eight years of experience as a field biologist. She is responsible for conducting biological resource surveys and environmental/construction monitoring, and for the preparation of biological resources reports, environmental permit applications, and support documents for a range of projects within San Luis Obispo, Santa Barbara, Monterey, Kern, and Fresno Counties. Her field experience includes comprehensive biological resource surveys, nesting bird surveys, construction monitoring, burrow excavation, wildlife relocation, oiled wildlife response, and surveys for various federally and/or state-protected wildlife species such as California red-legged frog (CRLF), blunt-nosed leopard lizard (BNLL), San Joaquin kit fox (SJKF), burrowing owl, California tiger salamander (CTS), and San Joaquin antelope squirrel.

Representative projects Ms. Gonzalez has participated in include:

County of San Luis Obispo Environmental Monitoring for the Oak Shores Development Project (January – July 2021). Ms. Gonzalez provided compliance monitoring for the Oak Shores project site to ensure that all applicable environmental mitigation measures from the County’s conditions of approval were implemented throughout the project duration. She completed the initial site walk with project engineers and contractors prior to start of 2021 work activities to discuss environmental concerns and solutions, and regularly coordinated with project engineers as work progressed at the site.

Chevron North America Exploration and Production, San Ardo Oil Field Salinas River Vegetation Maintenance Project, Monterey County (2018-2021). Ms. Gonzalez conducted construction monitoring and annual eagle roosting surveys along the Salinas River in support of regular vegetation maintenance, and completed the associated documentation and reports in accordance with the project’s CDFW Streambed Alteration Agreement. Over the past four years, Ms. Gonzalez has identified juvenile and adult bald eagle, red-tail hawk, northern harrier, and osprey during surveys and monitoring at the site.

Chevron Environmental Management Company, San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo County (2014 – 2018). Ms. Gonzalez conducted construction monitoring over four years for remediation activities at the project site. In addition, she participated in annual pre-activity surveys which were focused on California red-legged frog (CRLF), burrowing owl, nesting birds, raptors, and special-status plants. Ms. Gonzalez also observed and documented the activity of several nesting birds and numerous raptors during surveys and monitoring at the site, including but not limited to burrowing owl, golden eagle, bald eagle, white-tailed kite, and northern harrier.

Dynegy; Morro Bay Power Plant Decommissioning Project – San Luis Obispo County (September – November 2018). Ms. Gonzalez conducted onshore environmental monitoring for power plant pipeline abandonment and removal

activities in Morro Bay, California. Monitoring included continuous communication with work crews to avoid and/or minimize impacts to surrounding sensitive resources including the Pacific Ocean, dune scrub/beach habitat, and Morro Creek. In support of onshore pipeline removal, Ms. Gonzalez assisted with tidewater goby pre-activity surveys and native fish relocation, including tidewater goby, within Morro Creek under the supervision of a USFWS-approved biologist.

Chevron North America Exploration and Production San Ardo Oil Field Biological Constraints Analysis, Monterey County (2016). In support of the project biological resources analysis, Ms. Gonzalez participated in USFWS protocol-level surveys for CRLF along a four-mile stretch of the Salinas River within the San Ardo Oil Field. No CRLF were observed during these surveys; however, Ms. Gonzalez observed and/or heard several amphibian and reptile species during this time, including western spadefoot, Sierran treefrog, American bullfrog, and southwestern pond turtle. Ms. Gonzalez handled one western spadefoot toad during CRLF surveys for this project.

Chevron Environmental Management Company, Chevron North American Exploration and Production, and Seneca Resources Corporation; various projects – Kern, Kings, and Fresno Counties, California (2014 – present). Ms. Gonzalez has assisted with seven years of protocol-level blunt-nosed leopard lizard (BNLL) surveys for various projects within Kern, Kings, and Fresno Counties and has led surveys as a Level II BNLL surveyor since 2018. During these surveys, Ms. Gonzalez has observed several reptile species including but not limited to BNLL, western side-blotched lizard, California whiptail, San Joaquin coachwhip, northern Pacific rattlesnake, and Pacific gophersnake. Other wildlife observed incidentally but regularly during surveys include San Joaquin kit fox, burrowing owl, and Swainson's hawk.

AERA Energy, LLC; East Cat Canyon Oil Field Redevelopment Project – Santa Barbara County, California (2014 – 2017). Ms. Gonzalez participated in California tiger salamander (CTS) upland habitat and aquatic surveys for this project for three years and identified and/or handled several common amphibians and reptiles during that time, including, but not limited to, western spadefoot, western toad, Baja California treefrog, black-bellied slender salamander, western side-blotched lizard, and Skilton's skink.

TRAINING: Western Burrowing Owl Workshop, Elkhorn Slough Coastal Training Program, 2014
California Tiger Salamander Workshop, Elkhorn Slough Coastal Training Program, 2015
San Luis Obispo (SLO) County Biological Report Guidelines Workshop, County of SLO Planning Department, 2015
San Joaquin Kit Fox Workshop, California Central Coast Chapter of the Wildlife Society, 2016
Blunt-Nosed Leopard Lizard Workshop, San Joaquin Valley Chapter of the Wildlife Society, 2018
Rattlesnake Safety Workshop, Central Coast Snake Services, 2020

PROFESSIONAL AFFILIATIONS: California Central Coast Chapter and San Joaquin Valley Chapter of the Wildlife Society, member

Rachael J. Letter, RPA

Senior Archaeologist/Project Manager

EDUCATION: M.S. Industrial Archaeology, Michigan Technological University, 2005.
B.A. Archaeology, University of Evansville, 2003.

REGISTRATIONS: Registered Professional Archaeologist (ID# 989275)

EXPERIENCE: Ms. Letter has 16 years of experience as an archaeologist and cultural resource management professional, with more than eleven years in the state of California. She joined Padre Associates, Inc. (Padre) in 2014 and serves as senior archaeologist and project manager for prehistoric and historic archaeological investigations. Ms. Letter’s responsibilities include day-to-day project management for all phases of archaeological survey and testing, completing archaeological records searches and archival research, Native American consultation and coordination, and preparing technical reports and site records. Ms. Letter has directed and conducted archaeological projects in San Luis Obispo, Santa Barbara, Ventura, Monterey, Kern, Los Angeles, Fresno, and San Joaquin counties.

Representative archaeological projects she has managed include:

Santa Rosa Creek Road Repair and Alignment, Cambria. Ms. Letter acted as Senior Archaeologist for this Project, which included repairs and a realignment of a portion of Santa Rosa Creek Road that was washed-out during the 2016 rainy season. A records search completed at the Central Coast Information Center, identified one prehistoric habitation site within the southwest corner of the Project site. Ms. Letter directed the Phase I pedestrian survey, which relocated the prehistoric habitation site and significantly expanded the site’s boundaries to the north and east. She then reported the records search and survey results in a technical report to the County and recommended Phase II subsurface testing and evaluation within the portions of the Project that will impact the archaeological site.

Archaeological Monitoring, Avila Ranch Development Project, City of San Luis Obispo. Ms. Letter is currently Senior Archaeologist and coordinates archaeological and tribal monitors in support of the Avila Ranch Development Project in the southern part of the City of San Luis Obispo. In compliance with the mitigation measures included in the Project Environmental Impact Report, one Padre archaeologist and one member of the local Chumash tribe monitor all Project-related ground disturbance for the presence of significant cultural materials and features. Prior to ground disturbance, the Padre archaeologist provides cultural resource awareness training for all construction personnel. Once all ground disturbance is complete, Ms. Letter will prepare a cultural resource completion report summarizing all encountered finds. Cultural concerns associated with this project have required frequent communication with the *yak títʼu títʼu* Northern Chumash tribe.

Extended Phase I Testing, Morro Bay Power Battery Energy Storage System Project, Morro Bay. At the request of EMC Planning Group, Inc., on behalf of the Morro Bay Power Company, Padre completed extended Phase I archaeological

testing in support of the Morro Bay Power Plant Battery Energy Storage System Project. Ms. Letter acted as Senior Archaeologist and directed geoprobe testing to better determine whether intact subsurface cultural deposits related to previously recorded cultural resources were present within the Project site. Using soil borings and geoarchaeological analysis, Padre identified five areas of cultural sensitivity that indicated the presence of prehistoric habitation and cooking areas. Ms. Letter summarized the results in a technical report and concluded that the five cultural areas have the potential to yield important information about California prehistory. The recommended mitigation measures included Project redesign or data recovery excavations if redesign was not feasible.

Archaeological Monitoring, Morro Bay Power Plant Marine Terminal Decommissioning Project, Morro Bay. At the request of Associated Pacific Constructors, Inc., on behalf of Dynegy Morro Bay, LLC, Padre provided cultural resources monitoring in accordance with mitigation measures from the Dynegy Morro Bay Power Plant Marine Terminal Decommissioning Project Mitigated Negative Declaration and the California Coastal Commission Coastal Development Permit. For this project, Ms. Letter acted as Senior Archaeologist, coordinating with Native American tribal representatives and directing cultural resource monitoring. Cultural resource monitoring was conducted under a Cultural Resources Monitoring and Treatment Plan prepared by Padre, which allowed for the identification, evaluation, treatment, and protection of cultural resources that may be affected by ground disturbing activities as specified by the Project MND. Ms. Letter later authored a technical report documenting the results of the cultural resources monitoring for submittal to the client and the county.

Railroad Safety Trail – Taft to Pepper, City of San Luis Obispo. On behalf of the City of San Luis Obispo Public Work Department, Ms. Letter acted as Senior Archaeologist for the extension of the Railroad Safety Trail from its current terminus at Taft Street to Pepper Street in the City of San Luis Obispo. Ms. Letter consulted with the Caltrans District 5 archaeologist to define the Project APE and conducted the Phase I pedestrian survey. She also reviewed the records search results and consulted with local Native American tribes about the Project. Once completed, she reported all findings in the ASR and HPSR and assisted the City with AB 52 consultation.

Bonita School Road Bridge Replacement, Santa Barbara and San Luis Obispo Counties. Ms. Letter acted as Senior Archaeologist for the replacement of the Bonita School Road bridge that spans between Santa Barbara and San Luis Obispo counties. Ms. Letter completed the records search, which did not identify any cultural resources within the Project site and directed the Phase I pedestrian survey. She consulted with the Caltrans District 5 archaeologist and County engineer to define the Project APE and prepared the necessary ASR and HPSR.

Varick “Val” Kirstine

Staff Archaeologist

EDUCATION: Moorpark College, Cuesta College, Enrolling at Oregon State University, 2022.

EXPERIENCE: Mr. Kirstine has 17 years of field experience as an archaeologist in the Central and Southern Coast regions of California. At Padre, Mr. Kirstine works from the San Luis Obispo office as a staff archaeologist for prehistoric and historic archaeological investigations. His responsibilities include conducting all phases of archaeological survey and testing, site documentation, background research, artifact analysis and processing, archaeological monitoring, and report and site record preparation. He frequently conducts Phase I pedestrian surveys and monitors construction projects in San Luis Obispo, Santa Barbara, Kern, Fresno, and Ventura counties. Recently, Mr. Kirstine served as lead archaeological monitor for the Morro Bay Power Plant Marine Terminal Decommissioning Project and the Guadalupe Restoration Project in San Luis Obispo County.

Representative projects Mr. Kirstine has worked on include:

Morro Bay Power Plant Battery Storage Project, California. Mr. Kirstine completed archaeological testing in coordination with OEC and local Chumash tribal monitors. He also monitored and directed geoprobe activity as needed, generated soil assessment logs during core extraction, and obtained soil samples for laboratory analysis. Mr. Kirstine later co-authored the report for submittal to the County and client.

Phase I Archaeological Survey, Jack and Laura Dangermond Preserve, The Nature Conservancy, Santa Barbara County, California. Mr. Kirstine acted as Staff Archaeologist and assisted in the completion of a large Phase I archaeological survey of multiple locations throughout the preserve. He conducted an intensive pedestrian survey of the Project area that identified several prehistoric resources. Mr. Kirstine documented the resources and later assisted with report and site record preparation.

RTA Harbor Terrace, LLC, Avila Beach, California. Mr. Kirstine completed extensive archaeological testing and long-term archaeological monitoring in support of a large commercial development project at a highly sensitive and significant prehistoric site in Avila Beach. This Project required close coordination with Chumash tribal monitors and, later, with a large team of archaeologists from Applied Earthworks, Inc. Primary duties included the excavation of several data recovery units, water-assisted artifact screening, completion of soil profiles, documentation of artifacts, the direction of heavy equipment, and the recovery of human remains.

Firestone Walker Brewery Solar Photovoltaic System, Paso Robles, California. Mr. Kirstine served as lead archaeological monitor during construction activity, in collaboration with Salinan tribal monitors. Over the

course of this project, he recorded several prehistoric isolates and later co-authored a report summarizing results of monitoring activities.

Laguna County Sanitation District Wastewater Reclamation Plant Facilities Master Plan, Santa Barbara County, California. Mr. Kirstine acted as Staff Archaeologist for improvements of the Laguna County Sanitation District in northern Santa Barbara County. He conducted an intensive pedestrian survey of the Project area that identified four prehistoric sites, including one large habitation site. Mr. Kirstine documented the resources and assisted with report and site record preparation. Mr. Kirstine also served as lead archaeological monitor during subsequent geotechnical testing.

Venadito Canyon Culvert Repair and Replacement Project, Santa Barbara County, California. Mr. Kirstine served as Staff Archaeologist and lead archaeological monitor for this project, which required close collaboration with a local Chumash monitor. Over the course of several months of construction monitoring, Mr. Kirstine recorded several new historic sites related to late 19th to early 20th century ranching and agriculture. He later co-authored the report. Wildfire and subsequent winter storms during the 2016 rainy season severely damaged a culvert bridge crossing on Exxon-managed roadway near La Paloma Ranch. Efforts to replace the damaged crossing and install a new box culvert required extensive archaeological monitoring for all ground-disturbing activities.

Morro Bay Power Plant Marine Terminal Decommissioning Project, San Luis Obispo County, California. Mr. Kirstine acted as Staff Archaeologist and as lead archaeological monitor. He provided cultural resource awareness training for construction personnel and monitored ground disturbing activities. As lead archaeological monitor, he managed the day-to-day schedule for the Project, which involved coordination with the yak tit'yu tit'yu yak tilhini Northern Chumash Tribe, the Northern Chumash Tribal Council, and the Xolon Salinan Tribe. Mr. Kirstine recorded several prehistoric isolates and updated records for one previously recorded prehistoric habitation site. Upon completion of field work, Mr. Kirstine co-authored the report.

Guadalupe Restoration Project, San Luis Obispo County, California. Mr. Kirstine acted as Staff Archaeologist and lead archaeological monitor for an oil field remediation in southern San Luis Obispo County. He provided cultural resource awareness training for construction personnel, conducted Phase I pedestrian surveys and status checks of known sites, site documentation, and long-term construction monitoring. As lead archaeological monitor, Mr. Kirstine managed the day-to-day schedule for the Project, completed daily monitoring logs, and monthly progress reports. Increased cultural concerns associated with this Project have required frequent communication with the yak tit'yu tit'yu yak tilhini Northern Chumash Tribe.

PERMITS:

BLM CRUP CA-18-03, Field Director

Jeffrey T. Damron, P.E., G.E.

Principal

EDUCATION: B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo, 1984

REGISTRATIONS: Professional Geotechnical Engineer, California
Professional Civil Engineer, California
Qualified SWPPP Developer/Practitioner (QSD/QSP) No. 01041

EXPERIENCE: Mr. Damron is one of the founding partners of Padre Associates, Inc. and has worked in the field of civil and geotechnical engineering for over 34 years. His broad range of experience includes geotechnical engineering, geoenvironmental engineering and remediation, and construction monitoring. He is responsible for the firm's geotechnical practice.

Mr. Damron has supervised, managed and performed geotechnical projects throughout California including deep foundation design, landslide stabilization, oil/gas processing facilities, commercial developments, school site improvements, roadways, and pipeline projects including horizontal directional drill (HDD) projects. He supervises all phases of geotechnical investigations including field exploratory and laboratory testing programs, engineering analyses and evaluations, and report preparation. Mr. Damron manages and develops the design and implementation of erosion control systems for Storm Water Pollution Prevention Plans (SWPPP) under the construction and industrial general permits. He is currently the QSD for a large construction project and is managing the preparation of industrial SWPPPs for multiple sites owned by an industrial client.

From 1988 through 1991, Mr. Damron served as the Project Soils Engineer for the Exxon Santa Ynez Unit Expansion Project's onshore facilities, onshore pipelines, and nearshore pipelines in Santa Barbara County, California. As Project Soils Engineer, he was the onsite engineer responsible for geotechnical engineering, construction monitoring, and coordination of surveying and construction materials testing for the site and facility development portion of this oil processing and storage facility. Construction monitoring activities included observation and testing of reinforced earth walls, tieback walls, soil-cement production and placement, geogrid reinforced engineered fill, drilled pier construction, and reinforced concrete placement inspection/testing.

Representative projects that Mr. Damron has completed include:

Parking Lot 6, Santa Barbara, California. Provided geotechnical study services in support of the design of a proposed parking structure to be constructed at the City of Santa Barbara's Parking Lot No. 6. The proposed 6 story structure includes 2 subterranean levels that extend up to 30 feet below existing grade. An extensive geotechnical study included the advancement of CPT soundings and hollow-stem auger drill holes to depths up to 70 feet below existing grade. Padre evaluated bearing capacity and estimated settlement for foundation loads of up to

1,000 kips in developing recommendations for foundation design.

Estero Bay Telecommunications Project San Luis Obispo County, California. Evaluated geotechnical conditions along a proposed telecommunications cable alignment and at a proposed consolidated communications center site at the Estero Bay Marine Terminal Facility. Developed subsurface exploration and laboratory program for the proposed cable alignment and communication center to evaluate subsurface geological and geotechnical conditions.

Ojai Valley Inn, Ojai, California. For over 15 years has provided geotechnical services for the design and construction of several expansion projects at the Ojai Valley Inn property. Projects have included 1- to 3-story hotel buildings, a large conference/entertainment facility, swimming pools and upgrades/additions to existing buildings. Work has included geotechnical study services to provide recommendations for project design, construction observation/testing and geotechnical consultation to assist in the successful completion of multiple projects.

Cabrillo Business Center, Goleta, California. Performed several geotechnical studies for multiple phases of commercial development including two-story office/retail buildings, distribution warehouse, self-storage facilities and infrastructure improvements. Exploration programs have utilized cone penetrometer test soundings and drill holes. Site improvements required surcharge loading of building pads and Geopier foundations. Provided construction observation and testing services during all earthwork activities.

Pittsburg PIM Pipeline Project, Pittsburg, California. Provided a design-level geotechnical study for the replacement of an approximate 4,000-foot section of pipeline adjacent to Suisun Bay. Scope of work included exploration of subsurface conditions using Cone Penetration Test (CPT) soundings, rotary mud drilling techniques, and collection of relatively undisturbed soil samples using push Shelby tubes, standard penetration and modified California split-spoon samplers. Drill holes were advanced to depths of 140 to 150 feet below grade. Analyses developed geotechnical recommendations for construction of the pipeline segment using horizontal directional drilling (HDD) techniques including an evaluation of potential frac-out in area of very shallow ground water conditions.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

- Introduction to Professional Practice, Institute for Professional Practice, 1991
- Short-Courses: Clay Liners, Covers for Waste Disposal Facilities, University of Texas, Austin, 1991
- Evaluation and Mitigation of Earthquake-Induced Liquefaction Hazards, University of Southern California, 1991
- Seismic Design of Waterfront Retaining Structures, United States Army Corps of Engineers, 1993

**PROFESSIONAL
AFFILIATIONS:**

American Society of Civil Engineers, Member

Resume

Louis Cappel, P.G., C.Hg.

Principal Geologist

EDUCATION: B.S. Soil Science - Land Resources, California Polytechnic State University, San Luis Obispo, California, 1999

M.A. Industrial and Technical Studies, California Polytechnic State University, San Luis Obispo, California, 2000

Coursework in Hydrology, University of Idaho, Moscow, Idaho, 2003

REGISTRATIONS: Professional Geologist, California, No. 8344

Certified Hydrogeologist, California, No. 911

Registered Geologist, Arizona, No. 45425

Certified Professional Soil Scientist (ARCPAC) No. 35519 (Inactive)

EXPERIENCE: Mr. Cappel has over 20 years of professional experience as an environmental consultant. He has been involved primarily in projects relating to the assessment and remediation of soil, soil gas, and groundwater in unconsolidated sediment and bedrock environments. His responsibilities have included performing and overseeing field work, the preparation of technical work plans and reports, risk assessment support, interfacing with state and federal regulatory agencies, review of work performed by other consultants, and litigation support. Mr. Cappel has also conducted numerous Phase I Environmental Site Assessments at sites located throughout California.

Mr. Cappel has managed assessment and/or remediation activities related to a wide variety of contaminants, including petroleum hydrocarbon products, chlorinated solvents, PCBs, metals, naturally-occurring asbestos, nitrate, and pesticides. He has participated in environmental activities at oilfields, Superfund sites, industrial facilities, gasoline service stations, refineries, gas plants, petroleum pipelines, military bases, agricultural properties, residential properties, landfills, and sewage treatment facilities. Mr. Cappel has extensive experience performing and supervising field assessment and remedial activities.

Representative projects that Mr. Cappel has completed include:

Chevron, Multiple Sites, San Joaquin Valley, California. Managed the assessment and remediation of PCBs in soil and concrete at active and inactive oilfield facilities. All work was performed under the oversight of the U.S. EPA Region 9 using the *PCB Facility Approval Streamlining Toolbox (FAST): Streamlining the Cleanup Approval Process*.

Chevron, Naval Petroleum Reserve No. 1, Elk Hills Oilfield, Kern County, CA. Performed technical review of assessment and remediation plans, and implementation reports prepared by the Department of Energy's consultant as part of ongoing oilfield restoration activities. The lead regulatory agencies are DTSC and Central Valley RWQCB.

Resume

Confidential Client. Managed the assessment and remediation of mercury and petroleum hydrocarbons in soils at a former roadmix facility. A total of approximately 100,000 cubic yards of impacted soils were excavated and disposed of off-site.

Chevron, Rambler Well Abandonment, Kern River Oilfield, Kern County, CA. Managed the assessment of soils surrounding a former oil well location. Assisted with the well abandonment and closure reporting with oversight provided by the Central Valley RWQCB and CalGEM.

Chevron, Surface Impoundment Closure Projects, Coalinga Oilfield, Fresno County, CA. Managed the soil assessment and soil remediation at former oilfield surface impoundments with regulatory oversight provided by the Central Valley RWQCB.

Chevron, Santa Maria Valley Sump Projects, Santa Maria Oilfield, Santa Barbara County, CA. Managed the assessment and remediation of numerous residential, industrial, and agricultural properties affected by historical oilfield activities with regulatory oversight provided by the County of Santa Barbara Environmental Health and Central Coast RWQCB.

Chevron, Former Avila Terminal, Avila Beach, San Luis Obispo County, CA. Managed the operations, and compliance monitoring and reporting at Unocal's former 95-acre facility including: Industrial SWPPP implementation and monitoring; groundwater, cliff springs, and intertidal zone monitoring; and dual-phase extraction system operation and monitoring. Regulatory oversight was provided by the Central Coast RWQCB.

ConocoPhillips, Central Valley and Coastal, CA. Managed soil and groundwater assessment and remediation activities at numerous bulk fueling terminals, crude oil pipelines, and pump stations located throughout California with regulatory oversight provided by various county health agencies and RWQCBs.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

California Division of Occupational Health and Safety (DOSH) 40-Hour Health and Safety Training and Annual Refresher.

DOSH, Annual Health and Safety Training Refresher Course (annually).

CAL-OSHA Competent Person for Excavations, Trenches, and Earthwork

Resume

Brett D. Sullivan, P.G.

Project Geologist

EDUCATION: B.A. Earth Science, Iowa State University, Ames, Iowa, 1997

QUALIFICATIONS: California Professional Geologist No. 8746
California Division of Occupational Safety and Health (DOSH), 40-Hour Health and Safety Training
DOSH, Annual Health and Safety Training Refresher Course

EXPERIENCE: Mr. Sullivan has over 18 years of professional experience as an environmental consultant and has been employed by Padre since 2010. He has been involved primarily in geologic and hydrogeologic assessments related to Subtitle D landfill construction and permitting, assessment and remediation of sites contaminated with petroleum hydrocarbons, heavy metals, chlorinated solvents, and PCBs, Phase I and Phase II Environmental Site Assessments (ESAs) and mineral resource assessments. His responsibilities have included project management, developing technical work plans, site conceptual models, corrective action and site closure plans, supervision of field staff, technical and safety training, remedial construction oversight, analytical laboratory data validation, third party technical review, as well as client, contractor, and regulatory agency engagement. Mr. Sullivan has experience supervising and directing assessment and remedial activities including environmental drilling, rock coring and logging, soil sample collection and classification, monitoring and remediation well construction, contaminated soil excavations, removal and in-place closure of underground storage tanks, statistical analysis of detection and assessment groundwater monitoring data, groundwater treatment system pilot testing and operation, sub-slab vapor mitigation design, naturally occurring asbestos (NOA) surveys and assessments, geographic information systems and mapping, historical aerial photograph analyses, air monitoring.

San Ardo Oilfield Underground Injection Control Aquifer Exemption Demonstration. Provided technical support in preparation of the Aquifer Exemption Application Package including study of freshwater hydrologic and hydrogeologic resources and infrastructure of the Salinas River Groundwater Basin and demonstration of their isolation from proposed expansion of Class II injection activities in the San Ardo Oil Field. The Aquifer Exemption application was approved by the State of California Department of Conservation Division of Oil Gas and Geothermal Resources, the State of California Regional Water Quality Control Board and the United States Environmental Protection Agency (US EPA).

Chevron San Luis Obispo Tank Farm Remediation and Restoration Project. Field Project Manager. Provided technical guidance and oversight to field staff, client managers, and remedial construction contractors to maintain compliance with Project permits and plans. Managed and tracked project metrics and data and for communication to client managers as well

as local, county, state, and federal regulators. Designed, planned, performed, and supervised numerous assessments of contaminated, borrow, and restoration areas to facilitate development of Project Plans, permits, and restoration construction criteria. Developed technical work plans for supplemental assessments to refine and/or augment the scopes of multi-phase remediation activities to maintain or improve schedule performance in conformance with existing remediation plan constraints, timeline agreements, EIR requirements, and regulatory agency permits. Developed a technical plan for on-site treatment of soils contaminated with hazardous concentrations of heavy metals approved by county and state regulators. Developed technical plans to assess and remediate PCB-containing soil utilizing the streamlined U.S. EPA PCB-FAST program.

Third Party Technical Reviews – Confidential Industrial Clients, Kern County. Reviewed historical groundwater monitoring and reporting documents associated with oilfield produced water and landfill facilities for compliance with State Regional Water Board orders. Prepared summary reports and recommendations to assist clients with bringing facilities into compliance as well as technical reports demonstrating facility compliance.

Excavation Monitoring

San Luis Obispo and Santa Barbara Counties. Developed soil and groundwater monitoring plans for civil construction projects involving deep soil excavation and groundwater management activities. Performed soil and groundwater monitoring activities directing segregation, storage, and disposal/treatment of hydrocarbon and lead contaminated soil and groundwater.

Naturally Occurring Asbestos (NOA)

Completed geologic evaluations of sites in San Luis Obispo, Kern, Fresno, and Tulare counties pursuant to the California Air Resources Board NOA Air Toxics Control Measure to facilitate requests for exemptions as well as preparation of grading and dust control plan for county and private clients. Provided NOA hazards training to Padre staff and private clients.

Phase I & II ESA and Mineral Resource Assessments. Completed several Phase I ESAs of commercial, industrial, ranch and forested land sites throughout San Luis Obispo county, Fresno County, and the Southern Sierra of eastern Kern County. Completed mineral resource assessments of the eastern Kern County sites regarding the likelihood of future mineral resources development.

Conoco Phillips & Private Clients – LUFT Compliance. Project and field manager for soil and groundwater assessment and remediation/closure management of operational and non-operational gasoline stations located in Ventura, Santa Barbara, and San Luis Obispo counties, California.

Robert Vander Weele P.G.

Project Manager

EDUCATION: B.S. Hydrogeology, Western Michigan University, Kalamazoo, Michigan, 1998.

EXPERIENCE: Mr. Vander Weele joined Padre Associates, Inc. in 2010 and has over 24 years of professional experience as an environmental geologist and environmental consultant. His work experience has been focused on environmental site assessment, remediation, impact assessment, and permitting for private and public-sector clients. Mr. Vander Weele's primary area of environmental impact assessment expertise includes air quality monitoring, air emissions modeling, noise modeling, geologic characterization, and hydrogeological modeling. He is also experienced in the preparation of environmental documentation under the National Environmental Policy Act and the California Environmental Quality Act. Mr. Vander Weele's responsibilities have also included field management of large-scale remediation and site assessment projects, preparation of remedial action plans, technical work plans, assessment reports and closure reports, evaluation of analytical laboratory data, data analysis, risk assessments and coordination with regulatory personnel. Mr. Vander Weele has experience supervising and directing activities that have included soil/bedrock drilling and logging, soil/bedrock sample collection and classification, monitoring and remediation well installation, contaminated soil excavations, removal and in-place closure of underground storage tanks, hydraulic lifts, and oil-water separators. Mr. Vander Weele has performed SWPPP compliance monitoring and reporting activities for large remediation and industrial projects. He has prepared geologic maps/geologic cross-sections portraying contaminant distribution, collected soil vapor, soil, and groundwater samples, prepared soil boring logs, designed and overseen the installation of groundwater monitoring, vapor extraction, and air sparge/ozone wells, conducted groundwater pump, soil vapor extraction, and air/ozone sparge pilot tests.

Representative projects Mr. Vander Weele has completed include:

Noise Impact Analysis Update, Los Osos Valley Road / US 101 Interchange Improvements Project, San Luis Obispo, California. Mr. Vander Weele conducted a noise impact analysis update for the City of San Luis Obispo, which consisted of a noise survey, noise modeling and the production of the final report documenting the results.

Dynegy Morro Bay Power Plant Marine Terminal Decommissioning Project, Morro Bay, California. Mr. Vander Weele conducted the air emissions modeling and prepared the air quality and greenhouse gases of the revised Project Execution Plan and Initial Study/Mitigated Negative Declaration (IS/MND) for the decommissioning project. Mr. Vander Weele also conducted a noise survey and prepared the noise section of the IS/MND. During project implementation, provided professional geologic oversight of the onshore pipeline removal activities.

Chevron San Luis Obispo Tank Farm Remediation and Restoration Project,

San Luis Obispo, California. Mr. Vander Weele conducted air emissions modeling for the Construction Activity Management Plan for the San Luis Obispo Tank Farm Restoration Project. He further conducted quarterly project emission estimates for.

Chevron Lost Hills Solar Project, Lost Hills, California. Mr. Vander Weele conducted air emissions modeling for the IS/MND for the proposed Chevron Lost Hills Solar Project.

Chevron Lost Hills Oil Field Air Monitoring Project, Lost Hills, California. Mr. Vander Weele conducted and managed air emissions monitoring activities during oil well stimulation treatments at the Chevron Lost Hills Oilfield. He also prepared a final report for submittal to the California Air Resources Control Board discussing the air monitoring program, analytical results, data interpretation, conclusions, and recommendations.

Construction Activity Management Plan (CAMP), California. Mr. Vander Weele has prepared numerous CAMPs construction projects throughout San Luis Obispo County.

Cantil Solar Project, California City, California. Mr. Vander Weele prepared an Air Quality Impact Assessment for the proposed Cantil Solar Project.

Bureau of Land Management (BLM) San Joaquin Valley Oil and Gas Ambient Air Monitoring Project, Kern County, California. Mr. Vander Weele setup and maintained the BLM's Environmental Beta-Attenuation Mass Monitors (E-BAM) in the southern portion of the San Joaquin Valley. He further provided the BLM with data management of the air quality data obtained from the E-BAM units.

Phase I and Phase II Environmental Site Assessments (ESA) / California, Connecticut, Massachusetts, Michigan, New Jersey, North Carolina, and Washington State. Mr. Vander Weele conducted numerous Phase I and Phase II ESAs at residential, commercial, and industrial facilities.

CERTIFICATIONS AND TRAINING:

State of California Registered Professional Geologist No. 8241.

Qualified Storm Water Pollution Prevention Plan Developer and Practitioner (QSD/QSP) Certificate No. G08241

AERMOD Modeling System

Aviation Administration Aviation Environmental Design Tool (AEDT)

California Emissions Estimator Model® (CaleeMod)

Modular Hydrologic Model (MODFLOW)

Small Arms Range Noise Assessment Model (SARNAM)

Federal Highway Administration Traffic Noise Model® 2.5 (TNM 2.5)

SoundPLANessential 5.1

Natalie Goetz

Staff Planner

EDUCATION: B.S. Biology with a Concentration in Marine Science and a Minor in Sustainability, San Diego State University, San Diego, 2019.

EXPERIENCE: Ms. Goetz joined Padre Associates in October of 2021 and has over 4 years of professional experience with two universities and an environmental consulting firm as a lab and field technician. She is a certified Protected Species Officer (PSO) through MPSC and has worked on multiple projects involving the U.S Army Corps of Engineers (ACOE) subject to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). She has conducted pre-construction and post-construction biological surveys for a variety of projects in compliance to the mitigation plans specified in the environmental documents. With Padre, Ms. Goetz is currently drafting environmental documents and ensuring environmental compliance for multiple projects across counties from Central to Northern California.

Representative projects Ms. Goetz has worked on include:

Highway 120 Lodging Hospitality Project, Tuolumne County, California. Ms. Goetz is currently a Staff Planner in support of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Highway 120 Lodging Hospitality Project (Project). The Project's development includes 200 guest suite accommodations, lodge, market and bar, pool and pool house, soaking tubs, and an events space located on State Route 120 in the Big Oak Flat area near Groveland, Tuolumne County.

Camp Roberts High Water Bridge Project, Camp Roberts, California. Ms. Goetz is currently a Staff Planner in support of the joint NEPA/CEQA environmental document for the Camp Roberts High Water Bridge Project (Project). The Project includes constructing a joint access road and pier foundation repair of the existing High Water Bridge. Padre will prepare the joint environmental document with assistance and review from the California Army National Guard (CA ARNG) environmental staff and the National Guard Bureau (NGB-ILE).

PG&E L123 L-130 Replacement Project, Sacramento and Solano Counties, California. Ms. Goetz is currently assisting the California State Lands Commission (CSLC) as a Staff Planner for Padre in the preparation of the Draft IS/MND for the decommissioning/replacement of pipeline spanning the Sacramento River across two counties in Northern California. She is working with project management to ensure environmental compliance to CSLC standards. Ms. Goetz is predominantly working on the Hydrology, Hazards and Hazardous Materials, and Geology, Soils, and Paleontological Resources sections of the document, ensuring compliance with the General Plans of both counties.

Naval Base San Diego Pier 8 Demolition and Reconstruction Project, San Diego, California. While employed at Merkel and Associates, Ms. Goetz was the PSO during the demolition and reconstruction phases for the modernization of Pier 8 for U.S Navy usage. Her duties were to work alongside Manson construction company, maintaining

continuous monitoring and to provide verbal permission for every pylon that was removed/installed.

San Diego Bay Maintenance dredging Project, San Diego, California. While employed at Merkel and Associates, Ms. Goetz was the PSO for the maintenance dredging project throughout San Diego Bay involving ACOE. Her duties were to work alongside dredgers and report any animal sightings and determine level of impact.

San Diego Bay Habitat Valuation Study, San Diego, California. While employed at Merkel and Associates, Ms. Goetz assisted in the valuation study of habitat production as it relates to depth in San Diego Bay (SDB) involving the U.S. Navy. Associated with new project construction, this study relates unvegetated bottom productivity with that of eelgrass habitat to determine how future projects will affect the long-established "mitigation bank" pursuant to eelgrass habitat remediation. Ms. Goetz participated in sediment collection from multiple sites in SDB and categorized invertebrates microscopically for data collection.

**CERTIFICATIONS
AND TRAINING**

"CEQA Training" Certification, University of California San Diego Extension, San Diego, 2021.

**PROFESSIONAL
AFFILIATIONS:**

California San Diego Chapter, American Planning Association, member #392908

APPENDIX B

REPRESENTATIVE EXPERIENCE

REPRESENTATIVE EXPERIENCE

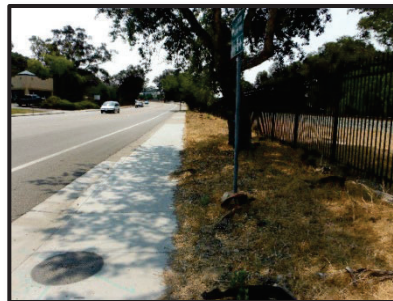
Padre personnel have extensive experience in the management and preparation of a variety of special resource studies, environmental impact analyses, mitigation monitoring reports and supplemental documentation. Our staff members are also experienced in the implementation of mitigation/environmental monitoring programs and providing regulatory analysis and permitting services for public and private clients. Our staff members have worked on commercial, industrial, residential, infrastructure and planning projects that have ranged from the simplistic to the complex and highly controversial. The paragraphs below provide a representative listing of our diverse project experience throughout the region.

CEQA DOCUMENTS

Railroad Safety Trail, Taft to Pepper Street Project, San Luis Obispo

Services: Mitigated Negative Declaration, Natural Environmental Study – Minimal Impact, Initial Site Assessment, Noise Study Report, Archaeological Study
Client: City of San Luis Obispo, Public Works Department

Under an on-call contract with the City's Public Works Department, Padre provided archaeological, biological, and planning services for the Railroad Safety Trail Project. The Project includes a new segment of the Railroad Safety Trail from California Boulevard and Taft Street to Phillips Lane and a new pedestrian/bike bridge to Pepper Street. Padre staff prepared a Natural Environment Study with Minimal Impact, Initial Site Assessment, Noise Study Report and an Archaeological Survey Report/Historic Properties Survey Report. Padre's archaeological staff also assisted the City with AB 52 consultation. Upon completion of the technical studies, Padre prepared the Mitigated Negative Declaration for the Project. The Project is currently under construction.



Morro Bay Power Plant Marine Terminal Decommissioning Project

Services: Mitigated Negative Declaration, Regulatory Agency Permitting, Biological Studies, and Compliance Monitoring (Onshore and Offshore)
Client: Dynegy Morro Bay, LLC and California State Lands Commission

Padre prepared the Mitigated Negative Declaration in coordination with the California State Lands Commission (CSLC) for the Dynegy Morro Bay, LLC Morro Bay Power Plant Marine Terminal Decommissioning Project. Padre also assisted in preparation of the Project Plans including, but not limited to, the Site Restoration Plan, Marine Wildlife Contingency Plan, Cultural Resources Management Plan, Tribal Cultural Resources Management Plan, and Hazardous Materials Management and Contingency Plan. Other Project tasks include preparation of the air quality and greenhouse gas emission calculations, asbestos survey, biological surveys, and nesting bird surveys. Padre also prepared regulatory permit applications



and secured the following permits for the Project: California Coastal Commission Coastal Development Permit, U.S. Army Corps of Engineers Nationwide Permit Authorization, Regional Water Quality Control Board Water Quality Certification, and the California Department of Fish and Wildlife Operation of Law Letter. Padre's staff provided compliance monitoring during construction of offshore and onshore project activities.

PERMITTING AND DEVELOPMENT REVIEW

Chevron San Luis Obispo Tank Farm Restoration and Redevelopment Project

Service: Permitting and Environmental Services

Client: Chevron Environmental Management Company

Padre provided permitting and environmental services to Chevron Environmental Management Company for the proposed remediation, restoration, and re-development of the former San Luis Obispo Tank Farm Property in San Luis Obispo. This 340-acre property was historically used for the storage of crude oil within the former transportation system on the Central Coast. The property was impacted by the release of petroleum hydrocarbons during a 1926 lightning strike and fire that released over a million barrels of oil to the surrounding area. Padre applied for and obtained permits from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife for the remediation and restoration of the former tank farm, including over 30 acres of wetlands, and the eventual re-development of portions of the site for light industrial and business park uses. Padre prepared site wide wetland surveys, rare plant surveys, and a wetland restoration plan for implementation immediately following site remediation activities. Padre also worked with Garcia and Associates on this project to address on-site historical resources concurrently with site-wide planning. The Project is currently undergoing remediation activities.



COMPLIANCE MITIGATION MONITORING AND REPORTING

Marsh Street Bridge Project, San Luis Obispo

Services: Environmental Compliance Services

Client: Filippin Engineering, Inc.

As a subconsultant to Filippin Engineering, Padre provided environmental compliance services to the City of San Luis Obispo (City), in support of the Marsh Street Bridge Replacement Project (Project). Padre was responsible for documenting compliance with the Project's environmental permits, including Section 1600 Streambed Alteration Agreement, Section 401 Water Quality Certification, and a Caltrans Programmatic Biological Opinion. Padre's biologists were approved by the United States Fish and Wildlife Service (USFWS) to independently survey for and relocate California red-legged frog prior to and during diversion and dewatering activities. National Marine Fisheries Service (NMFS) authorized Padre biologists to relocate steelhead encountered at the Project, under an emergency take permit. Padre biologists installed block nets



and passively relocated steelhead prior to dewatering activities to avoid significant impacts to federally protected fish. Throughout the Project, Padre was a liaison between the City and regulatory agencies, submitting mandated reports and notifications, requesting variances for nesting bird buffers, and providing schedule updates. Padre monitored for special-status wildlife, including nesting birds, California red-legged frog, and steelhead during Project activities. Padre completed pre-activity surveys, construction monitoring, post-construction surveys, and compliance reporting per the Project's permits and Mitigation Monitoring and Reporting Program, as well as, provided worker environmental awareness training to all Project personnel.

BIOLOGICAL RESOURCES

Spearman Property Aquatic Resources Delineation, Avila Beach, San Luis Obispo County

Services: Aquatic Resources Delineation

Client: Kristina Spearman

Padre completed an aquatic resources delineation survey for a residential development project located near Avila Beach, in San Luis Obispo County California. The purpose of the survey was to delineate and make a jurisdictional determination of an aquatic feature within the property. Padre evaluated the potential wetland feature using the three-parameter test (hydrophytic vegetation, hydric soils, and hydrology) in accordance with the *1987 United States Army Corps of Engineers Manual and the Interim Regional Supplement: Arid West Region Version 2.0*. Padre conducted a comprehensive desktop review prior to the field survey to provide historical context and relevant information to assist with the jurisdictional determination. Field survey methods plant identification, digging soil test pits and evaluating for presence of hydric soil indicators, evaluating the site for presence of hydrology indicators, and data was recorded on U.S. Army Corps of Engineers Arid West Wetland Data Forms. Padre prepared a report for the client summarizing the methods used, survey results, jurisdictional determination, and alternatives analysis, with an aquatic resources delineation figure and photos as attachments.



Various Residential and Commercial Development Projects, San Luis Obispo County

Services: Biological Resource Assessments

Client: Multiple (full list available upon request)

Padre has conducted biological resources assessment surveys for numerous residential and small commercial projects throughout San Luis Obispo County within coastal and inland wetland, riparian, and upland habitats. The primary focus of the biological resources assessments was to provide the client with a complete and comprehensive summary of the existing biological and ecological conditions and special-status plants and wildlife that have the potential to occur within the project site and region. In addition, Padre provided recommendations to avoid or minimize impacts to biological resources, sensitive habitats, and potentially occurring special-status species. Key issue areas



that Padre has encountered have included aquatic resources, wetland and riparian habitats, environmentally sensitive habitat areas, special-status plants and wildlife (California red-legged frog, western pond turtle, San Joaquin kit fox, American badger, burrowing owl), and oak trees. In addition to field work, Padre completed queries of environmental databases such as the California Department of Fish and Wildlife's California Natural Diversity Database, United States Fish and Wildlife's Critical Habitat Portal and National Wetland Inventory to obtain relevant information regarding biological resources of the project site.

CULTURAL RESOURCES

Avila Ranch Development Project, Buckley Road Extension, City of San Luis Obispo

Services: Archaeological Monitoring

Client: Wathen Castanos Homes

Padre currently provides archaeological and tribal monitors in support of the Buckley Road Extension, which is part of the larger Avila Ranch Development Project in the southern part of the City of San Luis Obispo. In compliance with the mitigation measures included in the Project Environmental Impact Report, one Padre archaeologist and one member of the local Chumash tribe monitor all Project-related ground disturbance for the presence of significant cultural materials and features. Prior to ground disturbance, the Padre archaeologist provides cultural resource awareness training for all construction personnel. Padre is also contracted to monitor the remaining phases of the Avila Ranch Development Project in 2022 and beyond. Once all ground disturbance is complete, the senior archaeologist will prepare a cultural resource completion report summarizing all encountered finds. Cultural concerns associated with this project have required frequent communication with the *yak tit'u tit'u* Northern Chumash tribe.



NOISE STUDIES

Los Osos Valley Road/U.S. 101 Interchange Improvements Project, San Luis Obispo

Services: Noise Study

Client: City of San Luis Obispo

Padre assisted the City of San Luis obispo in the preparation of a noise study and subsequent noise impact analysis for the interchange improvement project near the Los Osos Valley Road overcrossing in June 2008. This project addressed the congestion and related degradation of the Level of Service (LOS) that is projected for the 2035 scenario in the corresponding area. Padre staff used 38 receptor locations to analyze six project alternatives. The analysis indicated that there would be no substantial noise level increase during operation of the completed project from pre-existing conditions.



APPENDIX C

FEE SCHEDULE

2021 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 210/hr
Principal Professional	\$ 180/hr
Senior Professional II.....	\$ 160/hr
Senior Professional.....	\$ 150/hr
Project Professional II.....	\$ 130/hr
Project Professional.....	\$ 120/hr
Staff Professional II.....	\$ 110/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Senior GIS/CAD Specialist.....	\$ 110/hr
GIS/CAD Specialist.....	\$ 95/hr
Drafting.....	\$ 75/hr
Word Processing/Technical Editor	\$ 80/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage	\$ 0.85/mile

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject

to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make

any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subconsultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall

be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

DRAFT

4.E. Consent Agenda Items:

AUTHORIZATION AND APPROVAL OF A CONTRACT WITH CRISCOM TO PROVIDE GRANT WRITING SERVICES TO THE DISTRICT FOR THE PERIOD OF THREE YEARS.



CONSENT AGENDA ITEM STAFF REPORT

ITEM 4.E. AUTHORIZATION AND APPROVAL OF A CONTRACT WITH CRISCOM TO PROVIDE GRANT WRITING SERVICES TO THE DISTRICT FOR THE PERIOD OF THREE YEARS.

Summary:

At the July 12, 2022 Board meeting the Board voted to award Criscom with a contract to provide grant writing services to the District. The contract has been reviewed by both District Counsel and by Criscom.

Recommendation:

GES Staff is asking that the Board approve the contract language and direct that the contract be executed.

Enc: Contract with Criscom

AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT FOR CONSULTANT SERVICES** (“Agreement”) is made and effective as of August 1, 2022 (the “Effective Date”), between **THE CRISCOM COMPANY** (“Consultant”), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain in effect through July 31, 2024 (“Term”).

2. **SERVICES**

Consultant shall perform the tasks described in Consultant’s proposal for grant writing and grant writing related services (the “Proposal”) attached hereto as Exhibit A and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Charles Jelloian, as President & CEO, will represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of Two Thousand Dollars (\$2,000.00) per month, unless otherwise first approved in writing by the General Manager. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least *thirty (30)* days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least *thirty (30)* days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (d) Completion of the services as described in Section 2.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or its delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, the District General Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the

right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

(f) The Consultant, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of The District to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to

this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

11. **INDEMNIFICATION**

(a) Consultant shall hold harmless and indemnify, including the cost to defend, District, and its respective principals, directors, officers, agents, and employees from and against all claims, loss, liability, suits and damages, including attorney's fees, that arise out of, pertain to, or relate to Consultant's negligence, recklessness or willful misconduct in connection with the performance of Consultant's obligations under this Agreement, or that of Consultant's subconsultants, agents or employees (or any entity or individual for which Consultant bears legal liability).

(b) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) Without affecting any of the rights of District under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of District.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District’s right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Charles Grace, General Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

With a copy to: Jeffrey A. Minnery, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, CA 93403

To Consultant: The CrisCom Company
9550 Topanga Canyon Blvd.
Chatsworth, California 91311
Attn: Charles Jelloian

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Proper venue for any litigation concerning this Agreement shall be in the County of San Luis Obispo.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

25. **LITIGATION**

In the event District desires Consultant to prepare for or appear in litigation on behalf of District, and Consultant agrees to perform said services, other than herein specified, District shall pay Consultant the usual and customary fees charged by Consultant for such services, and Consultant agrees to perform said services.

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

**SAN SIMEON
COMMUNITY SERVICES DISTRICT**

THE CRISCOM COMPANY

By: _____
Gwen Kellas, Chairperson

By: _____

Attest:

Its: _____

Charles Grace, General Manager

Approved As To Form:

Jeffrey A. Minnery, District Counsel

Attachments:
Exhibit A- Consultant's Proposal
Exhibit B- Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

DRAFT



CELEBRATING 25 YEARS OF SERVING OUR CLIENTS AND COMMUNITIES



www.TheCrisComCompany.com



THE CRISCOM COMPANY

REQUEST FOR PROPOSAL FOR GRANT WRITING
AND GRANT WRITING RELATED SERVICES



SAN SIMEON COMMUNITY SERVICES DISTRICT

RFP Released: April 3, 2022

RFP Due Date: June 2, 2022 at 2:00pm

Courtney Murguia
Office Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

June 2, 2022

Ms. Cortney Murguia
Office Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452



Dear. Ms. Murguia:

The CrisCom Company is pleased to provide the San Simeon Community Services District with the following response to the "Request for Proposal for Grant Writing and Grant Writing Related Services."

Over the past 25 years, CrisCom has partnered with clients to assist them in positioning and developing impactful programs to better their communities. If awarded, we also acknowledge the complete responsibility for the entire contract.

Please do not hesitate to reach out if you require any clarification on the information contained in this response. I look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles H. Jelloian'.

Charles H. Jelloian
President & Chief Executive Officer
(818) 378-1576 cell
chuck@thecriscomcomapny.com



9550 TOPANGA CANYON BLVD., CHATSWORTH, CA 91311
1099-A OTIS AVE., CORCORAN, CA 93212
www.TheCrisComCompany.com

COST - SCOPE OF SERVICES - METHODOLOGY

The CrisCom Company is proposing a monthly retainer to provide the San Simeon Community Services District with grant writing and grant writing related services. The fee for this service will be \$2,000 per month. This will encompass the following scope of services detailed below.

In providing grant writing services, The CrisCom Company will engage elected officials, key stakeholders and administrating agencies to develop advantageous relationships for the District. CrisCom will work in conjunction with District staff to identify and pursue viable grant opportunities. Additionally, CrisCom will work hand-in-hand with District staff to develop a strategic approach to providing for the District's needs through comprehensive advocacy and outreach efforts.

An in-depth approach and comprehensive strategic planning provides our clients with the proper footing to be successful in the pursuit of grants and other funding opportunities. A key element to this approach is incorporating the direction of the client. As such, the District will have direct access to CrisCom's leadership whenever it is needed.

The CrisCom team will meet with the San Simeon Community Services District to compile a list of projects. The team will then work with the District to prioritize the list based on a needs assessment, which will include a comprehensive review of available funding sources for the identified project. This collaborative approach is imperative to creating successful submissions. While CrisCom is continuously monitoring both public sector and private foundation grants, detailing the specific needs of the District will provide for a tailored and targeted approach.

The CrisCom Company will provide in-person quarterly reports to the District or any time the District deems appropriate. The CrisCom team will also make themselves available anytime to the District department heads and staff. We will provide weekly updates via email and telephone on the progress and status of grant applications in process as well. This will include benchmarking certain items during the writing process and keeping the District apprised of any changes or amendments.

As grant writing professionals it is imperative for our firm to have continual and open communication with our clients. Establishing this early on in the engagement is key to developing and implementing successful grant initiatives. Forecasting available opportunities and working with departments well in advance of Notice of Funding Opportunities will ensure ample time to respond to an opportunity thoughtfully and completely and lead to a successful proposal.

The following 10 step approach to grant writing is the core of CrisCom's grant writing service offerings. Putting our client's needs at the forefront of every project is key.

1. Funding needs analysis by meeting with District department heads to review priorities and funding needs
The CrisCom Company staff will meet with District leadership to conduct a series of assessment meetings to prioritize the funding needs. The meetings will be in-depth and analyze programs and projects from available funding sources in which the District is ready to pursue. These meetings will lay the foundation for the grant pursuit process. In conjunction with these meetings, CrisCom will meet with the Districts State and Federal representatives. These meetings will set the foundations of support to pursue the aforementioned grants, and will provide information to our representatives on the District's current needs.
2. Facilitation of department decision-making process regarding the feasibility of pursuing potential grant opportunities
The CrisCom Company staff will meet with District department heads as grant opportunities become available. The meetings will include a summary review of grant requirements, including any qualifying factors such as monetary match, reporting requirements and grant oversight. These meetings will serve as strategic planning sessions.
3. Facilitation of partnership meetings on grant submissions
The CrisCom Company will meet on a regular basis with District department heads, both in person and over the telephone as the grant is being developed. Communication with District staff is a key component to a successful grant submission. The CrisCom team will work diligently on ensuring that all lines of communication are open and flowing freely to identify the proper grant response and any cross departmental components to strengthen any submission.
4. Grant research to identify opportunities that strategically align with the District's goals
The CrisCom Company will utilize various grant resources to narrow down and find specific opportunities for the District. This process will be aided by the initial departmental meetings to identify needs and connect them with available funding sources in the budgetary year. CrisCom will also work with the local State and Federal representatives to identify any direct funding opportunities.
5. Development of requested proposals/applications
Each grant opportunity is unique and contains differing requirements. However, through meticulous attention to detail, CrisCom will work with the District to develop top quality responses to identified viable opportunities. This includes outlining clear and concise program goals to achieve the desired outcomes. CrisCom will work with the District to obtain the needed information and provide a comprehensive draft for the District to review. CrisCom will provide this at least a week in advance of the grant due date, as to provide adequate time for a comprehensive review before submittal.

6. Assist in gathering grant-related information
The CrisCom Company will identify and assist the District in obtaining grant-related information needed for a successful submission. CrisCom's team is astute in garnering information and employing that information into a successful grant. CrisCom will also assist the District in reviewing the data needed for the grant. This includes breaking down the data into smaller pieces of useful information that will bolster the grant response.
7. Estimate of District's commitment if grant is received
A key component to a grant is the grantee's ability to administer the grant successfully. During the initial review of the grant, prior to any submittal, the CrisCom team will review the grant guidelines and ensure the District and the department heads know the requirements of administering the grant. This will include any and all reporting requirements and the length of those requirements. CrisCom will assist the District in these requirements while on retainer. This will be a major determining factor to be considered during the facilitation of the departmental decision-making process regarding the feasibility of pursuing potential grant opportunities.
8. Grant proposal development, submission, letters of support and other supporting materials
As discussed previously, The CrisCom Company will provide the District with a draft of the proposed submission at least one week prior to the due date. This will allow for adequate departmental review prior to submitting the grant application. CrisCom will also work with our State and Federal elected officials and strategize with local stakeholders on obtaining letters of support. Ensuring that the grant receives support from a variety of stakeholders speaks volumes with the grant reviewers. CrisCom will always look for ways to set the grant apart from the competition and work to obtain an advantage for the District.
9. Follow up after proposal submission
The CrisCom Company will utilize its relationships with the granting entity to follow up on any and all proposal submissions. This will be done within the confines of the expressed grant criteria and will not take place in any gray areas. CrisCom will strategically utilize the grant supporters, such as our State and Federal representatives to inquire on the District's behalf, when appropriate. CrisCom will also seek to identify, if not explicitly expressed in the application, the proposed timeline the granting agency is looking to follow. This will allow for the District to manage expectations on funding and implementation.
10. Assist with contract, material development, and/or reporting once a grant is awarded
The CrisCom Company will stay engaged during all aspects of the successful grant process. It is imperative to shepherd the District through this in order to maintain expectations of a successful implementation. Additionally, CrisCom can and will assist

on any and all reporting where necessary. Some functions of reporting will fall to the department who is awarded the grant, and CrisCom will assist in this process. Furthermore, on an unsuccessful grant proposal, CrisCom will request a debriefing from the granting agency. This will allow our team to comprehensively identify any deficiencies in the application and will bolster the application for the next round of funding.

MISSION STATEMENT

OUR MISSION IS TO PROVIDE OUR CLIENTS WITH HIGHLY ETHICAL, INNOVATIVE AND DYNAMIC STRATEGIES, WHICH ARE EFFECTIVE IN ACHIEVING THEIR GOALS. THE CRISCOM COMPANY ADHERES TO THE HIGHEST STANDARDS OF ACCURACY AND TRUTH TO THOSE WE REPRESENT AND TO THE PUBLIC.

EXPERIENCE

Founded in 1997, CrisCom Public Relations, Inc., (dba The CrisCom Company) is the preeminent leader in the governmental affairs, grant writing, public relations and community development arenas. We take great pride in providing our clients with unparalleled state and federal advocacy and grant writing services. The key to our success is our ability to engage elected officials, key stakeholders and administering agencies to develop advantageous relationships for our clients. Not only do we work in conjunction with our clients to identify and pursue viable grant opportunities, we develop a strategic approach to provide for our clients' needs through comprehensive advocacy and outreach efforts.

Our in-depth and thoughtful approach to strategic planning provides clients with the proper footing to be successful in the pursuit of appropriations and grants. The cornerstone to this approach is incorporating the needs and direction from our clients. This collaborative effort provides unfettered access to CrisCom's leadership team.

Our multidisciplinary team will meet with the client to compile a list of projects. We will then work with the organization to prioritize the list based on a needs assessment, which will include a comprehensive review of available funding sources for the identified project. This approach is imperative setting our clients on the path to success. We will also continuously monitor both public sector and private foundation grants, detailing the specific needs of the organization which will provide for a tailored and targeted approach.



- \$7m Kings County Sheriff's Office
- \$5.7m Corcoran Police Station
- \$4m Selma Police Station
- \$3m Lemoore Public Safety Dispatch
- \$650k Kings County Gang & Narcotics Task Force
- \$400k Sanger School Resource Officer
- \$250k Glendale DOJ COPS Grant
- \$240k Avenal Emergency Ops Center



- \$7m Corcoran Gateway Park
- \$2m Kettleman City Pedestrian Bridge
- \$2m Avenal Community Center
- \$1.2m CFDA Education Grant CLU
- \$312k Upward Bound Higher Ed Grant
- \$292k Clean CA Grant - City of Glendale, CA
- \$164k FEMA AFG - City of Glendale



- \$3m Sanger Water Well Repair
- \$2m Corcoran Water Treatment Facility
- \$1.5m Corcoran Water Well
- \$1.5m Selma Storm Drain Repair
- \$1m Sanger Water Connections
- \$100k Route Management Mile Reduction Grant

THE TEAM

Our team of experts boasts over 100 years of public/private sector experience. CrisCom continues to pave the way for our client's success in both the public sector and private sector. We have developed and implemented dynamic solutions for our clients that resulted in their securing of the most contentious contracts in the public sector. Our team's grant writing expertise is second to none, and we have been responsible for tens of millions of dollars in grant funding being secured.

Charles H Jelloian | President & Chief Executive Officer



Chuck Jelloian holds extensive experience in the public relations field. Through his tenacity and vociferous advocacy on behalf of our clients, Chuck makes sure the CrisCom team delivers on the projects we undertake.

About Chuck - Chuck is committed to providing all clients with highly effective programs that focus on governmental affairs, business and project development, strategic planning, corporate communications, public relations, and marketing.

Chuck has worked diligently to establish The CrisCom Company as one of the nation's premiere governmental affairs and business development firms. Before founding CrisCom, he served as the Executive Director of the non-partisan Ronald Reagan Presidential Foundation and was responsible for the planning and development of the historic Ronald Reagan Presidential Library and Center for Public Affairs, located in Simi Valley, California. He hosted numerous national and international dignitaries, including British Prime Minister Lady Margaret Thatcher and Polish President Lech Walesa. Since then, Chuck has had the privilege of working with several other national figures.

Chuck was appointed by Los Angeles Mayor Richard Riordan to serve on the Board of Transportation Commissioners. As Commission President, Chuck presided over the \$200 million department and its 1600 full-time employees. Los Angeles City Councilman Greig Smith appointed Chuck to the Design Review Board, which reviews all proposed applications for buildings and structures in the Chatsworth, California area.

Chuck, widely recognized for his leadership skills, continues to play an important role in many political, social and philanthropic activities throughout California and the nation.

Jason D. Siegen | Executive Vice President & Chief Operating Officer



Jason Siegen is a proven leader in the governmental and public affairs arena with over 20 years' experience throughout California and the nation, implementing successful lobbying and public relations campaigns for municipal, corporate, and non-profit clients.

About Jason - Jason has been a member of the CrisCom team since 1998. He serves as CrisCom's Chief Operating Officer and Executive Vice President. Jason is responsible for the day-to-day operations, including overseeing and managing CrisCom's Account Managers and Representatives. He has been a lobbyist at both the state and federal levels of government for over 20 years. Throughout this time, Jason has been at the forefront of all of CrisCom's legislative and appropriations wins for its clients. Jason's extensive experience in governmental and public affairs makes him a valued strategist and problem solver on which our clients rely. Jason holds a degree in Political Science from California State University, Northridge.

Carole E. Sarian | President of Public Affairs



Carole Sarian's enthusiasm, vision, and strong relationships in the public and private sector continue to benefit CrisCom's clients nationwide.

About Carole - Carole has been with CrisCom since day one and brings over 30 years of public affairs executive experience. She is responsible for the planning and producing of numerous high-profile events, galas, conferences, networking events, non-profit fundraisers and celebrations. Carole leads CrisCom's national philanthropic endeavors and has received several awards and commendations from some of the country's most prestigious volunteer and non-profit organizations.

Carole sits on the Hollywood Chamber of Commerce's Community Foundation Board of Directors, and Co-Chairs the annual "Heroes of Hollywood" fundraising event. This prestigious board is responsible for administering tens of thousands of dollars in grants annually to local non-profits in the greater Hollywood area. Previously, Carole served on the Executive Committee of the Board of Directors for the Hollywood Chamber of Commerce, which is responsible for the operation and maintenance of the world famous "Hollywood Walk of Fame."

Renee Missakian | Grants Manager - Community Development Coordinator



Renee Missakian's attention to detail and background as a paralegal helps ensure that our clients' projects are delivered timely and professionally. From community outreach to grant writing, Renee continues to deliver on our clients' needs.

About Renee - Renee has 25 years' experience in the legal field and over 15 years' experience working with nonprofit organizations. Her experience includes organizing fundraisers, community outreach events and public relations campaigns. For the past several years, Renee has spearheaded The CrisCom Company's grant writing initiatives for our clients, specializing in both public and private sector grants.

John Basmajian | Grant Coordinator - Accounts Representative



John Basmajian joined The CrisCom Company in 2019 as an Account Representative. His demeanor, energy and exuberance he brings to each project is palpable.

About John - John graduated from California Lutheran University with a Bachelor of Science in Business Administration, where he was an honored recipient of the Dean's List award four times, as well as the President's List award. He served as student body president, and sat on the university's Board of Regents. Prior to joining CrisCom he served as an intern for an industrial services company where he led a marketing campaign that resulted in fifteen percent revenue growth. He also worked with a real estate investment firm providing administrative assistance.

Emily Engelsgaard | Grant Coordinator - Accounts Representative



Emily joined The CrisCom Company in 2021 and currently serves as an Account Representative and Grant Coordinator. Her tenacity and willingness to tackle any obstacle help achieve our client's goals.

About Emily - Emily holds a Master's degree in American History and is a graduate of California Polytechnic State University, San Luis Obispo. Emily has extensive experience in customer service and as a legal assistant. Her background continues to be a beneficial asset to the team.

REFERENCES

<p>The Honorable Richard Valle Supervisor – County of Kings, CA 1400 W. Lacey Blvd. Hanford, CA 93230 richard.valle@co.kings.ca.us (559) 362-4664</p>	<p>The CrisCom Company has been instrumental in securing over \$25 million in funding for the County of Kings and its local communities. This includes Prop. 68 grants as well as direct funding allocations through the State budget process.</p> <p>Effective date of contract: 07/01/2020 – current</p>
<p>Mr. Roubik Golanian City Manager – City of Glendale, CA 613 E. Broadway Glendale, CA 91206 rgolanian@glendaleca.gov (818) 548-4844</p>	<p>The CrisCom Company has identified and written several successful grant applications for the City of Glendale, including grants that focus on parks, sanitation and public safety focused grants.</p> <p>Effective date of contract: 02/01/2019 – current</p>
<p>Dr. Kindon Meik Former City Manager – Corcoran, CA Current City Manager – Calabasas, CA 100 Civic Center Way Calabasas, CA 91302 kmeik@cityofcalabasas.com (559) 333-0310</p>	<p>The CrisCom Company has secured millions of dollars through grant writing and advocacy for the City of Corcoran. This includes funding for a new police station, water well funding and Proposition 68 park funding</p> <p>Effective date of contract: 07/01/2006 – current</p>

TOTAL PROJECTED COST OF A PROJECT

The CrisCom Company is proposing a monthly retainer to provide the San Simeon Community Services District with grant writing and grant writing related services.

The fee for this service will be **\$2,000 per month**.

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject

to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make

any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subconsultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall

be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

DRAFT

4.F. Consent Agenda Items:
**AUTHORIZATION AND APPROVAL OF A CONTRACT WITH ASHLEY AND
VANCE ENGINEERING, LLC TO PROVIDE ENGINEERING SERVICES
RELATED TO THE PIPE BRIDGE.**



CONSENT AGENDA ITEM STAFF REPORT

ITEM 4.F. AUTHORIZATION AND APPROVAL OF A CONTRACT WITH ASHLEY AND VANCE ENGINEERING, LLC TO PROVIDE ENGINEERING SERVICES RELATED TO THE PIPE BRIDGE.

Summary:

At the July 12, 2022 Board meeting the Board voted to award Ashley and Vance Engineering, LLC with a contract to provide design services to the District for the pipe bridge. The contract has been reviewed by both District Counsel and by Ashley & Vance Engineering, LLC.

Recommendation:

GES Staff is asking that the Board approve the contract language and direct that the contract be executed.

Enc: Contract with Ashley & Vance Engineering, LLC

AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT FOR CONSULTANT SERVICES** (“Agreement”) is made and effective as of July 1, 2022 (the “Effective Date”), between **ASHLEY & VANCE ENGINEERING, INC.** (“Consultant”), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain in effect up and through Project completion or as otherwise terminated pursuant to the terms of this Agreement (“Term”).

2. **SERVICES**

Consultant shall perform the tasks described in Consultant’s proposal for project management, design and specifications, permitting, bid phase services, and construction management related to the water and sewer pipe bridge replacement (the “Proposal”), attached hereto as Exhibit A and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Ian Shoebridge, as Principal Engineer, will represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay Consultant on a time and materials basis, in accordance with the Proposal set forth in Exhibit A and Consultant’s 2022 rate schedule. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of Two Hundred Twenty-Nine Thousand, One Hundred Eleven Dollars (\$229,111.00), unless otherwise first approved in writing by the General Manager. Specifically, additional time that may need to be billed related to assistance during the bidding process, construction administration, special

inspections and permitting shall be approved in writing by the District prior to work being commenced. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (10) days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (d) Completion of the services as described in Section 2.

8. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or its delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, the District

General Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) *Obtain and possess* all licenses which may be necessary *for the completion of its duties and obligations* to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) *The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.*

(f) *The Consultant, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of The District to comply with this Section.*

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable

times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files, designs, *AutoCAD* drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

11. **INDEMNIFICATION**

(a) Consultant shall hold harmless and indemnify, including the cost to defend with legal counsel acceptable to the District, District, and its respective principals, directors, officers, agents, and employees from and against all claims, loss, liability, suits and damages, including attorney's fees, that arise out of, pertain to, or relate to Consultant's negligence, recklessness or willful misconduct in connection with the performance of Consultant's obligations under this Agreement, or that of Consultant's subconsultants, agents or employees (or any entity or individual for which Consultant bears legal liability).

(b) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) Without affecting any of the rights of District under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of District. *Notwithstanding the forgoing, and pursuant to the limitations of CA Civil Code Section 2782.8(a), the Consultant's burden to indemnify the District, including the duty to defend, shall not exceed the Consultant's proportional percentage of fault as determined by a court of competent jurisdiction.*

(d). Furthermore, both parties agree that, to the fullest extent of the law, neither party shall be liable to the other for any special, indirect, consequential or punitive damages.

(e). The Consultant's total liability for work performed shall not exceed the Consultant's liabilities to the District, which includes any liability for any design defects pursuant to Civil Code § 2782.5, which will be limited to the per claim maximum of One Million Dollars (\$1,000,000.00) for any and all damages related to the Scope of Work and/or services promised in this Agreement.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement

or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Charles Grace, General Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

With a copy to: Jeffrey A. Minnery, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, CA 93403

To Consultant: Ashley & Vance Engineering, Inc.
1229 Carmel Street
San Luis Obispo, CA 93401
Attn: Ian Shoebridge, SE 6293

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Proper venue for any litigation concerning this Agreement shall be in the County of San Luis Obispo.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement

or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

25. **LITIGATION**

In the event District desires Consultant to prepare for or appear in litigation on behalf of District, and Consultant agrees to perform said services, other than herein specified, District shall pay Consultant the usual and customary fees charged by Consultant for such services, and Consultant agrees to perform said services.

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

**SAN SIMEON
COMMUNITY SERVICES DISTRICT**

**ASHLEY & VANCE
ENGINEERING, INC.**

By: _____
Gwen Kellas, Chairperson

By: _____
Ian Shoebridge, SE 6293

Attest:

Charles Grace, General Manager

Its:

Principal Engineer

Approved As To Form:

Jeffrey A. Minnery, District Counsel

Attachments:
Exhibit A- Consultant's Proposal

Exhibit B- Insurance Requirements

DRAFT

EXHIBIT A
CONSULTANT'S PROPOSAL

DRAFT



PROPOSAL

WATER AND SEWER PIPE BRIDGE REPLACEMENT

Consideration of
Ashley & Vance Engineering, Inc.
For Design Services

Prepared for:

San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

June 30, 2022

August 9, 2022 Board Meeting Packet



SAN SIMEON
Community Services District

DESIGN APPROACH

The proposed design approach includes utilizing a prefabricated steel utility bridge that will be assembled offsite and lifted into position. Reuse of the existing concrete abutments is anticipated. This approach is expected to minimize the amount of work required in the field, the associated impacts on the arroyo and surrounding areas, and the impact to the community services provided by the District. Temporary interruption, or rerouting, of the existing utilities will be required and every effort will be made to keep this to a minimum. In addition to the structural component of the design, civil, geotechnical, and environmental services will be provided to assist with the various constraints and permitting associated with the project. Biannual monitoring and maintenance recommendations will be provided for the existing bridge concurrently with the design, permitting, and construction of the replacement bridge.



DESIGN CHALLENGES

The primary design challenges include minimizing the impact and disturbance to the existing arroyo and surrounding areas as well as reducing disruption to the services provided by the District. In an effort to mitigate these challenges, it is proposed that the bridge be prefabricated and shipped to the project site. This will allow for a faster transition between the removal of the existing bridge and placement with the new structure. Our team will work with the District to determine the best means of temporarily interrupting services to minimize the impact to its customers. Our team will provide performance specifications for the new bridge that will be met by the project General Contractor. With these performance specifications, the General Contractor will be allowed to solicit bids from various bridge manufacturers and select the one that is best suited to meet the aesthetic and structural requirements of the project. Our team will also perform a thorough review and evaluation of the existing concrete bridge abutments in order to reuse them for support of the new bridge. This approach will further reduce the impacts to the District and existing terrain.



ADDITIONAL INFORMATION

Our team is local and readily available to meet onsite with District staff. We have extensive experience with local jurisdictions and are well versed in the nuances of building on the Central Coast. Together, we will work with the District and community to deliver an exceptional product that meets the needs of its users now and for years to come.

We are excited at the opportunity to be part of the project and look forward to working together.



SCOPE OF SERVICES



Scope of services based on the request for proposal for design and specifications, project management, permitting, bid phase services, and construction management for the implementation of community water and sewer pipe and pipe bridge replacement submitted by the San Simeon Community Services District and advertised on March 31, 2022. The following services are for the period from notice to proceed through project completion:

CIVIL/STRUCTURAL DESIGN DOCUMENTS AND SPECIFICATIONS

Prepare required Construction Documents (Con-Docs): Con-Docs shall consist of civil and structural plans, details, sheet specifications, and calculations for the project provided on 8.5"x11" sheets or a full-size set of plans. Performance specifications delineating the minimum design loads and requirements for the new bridge and pipe lines will be provided. Design of the bridge itself shall be by the prefabricated bridge supplier awarded the project during the bidding phase. Contractor's material suppliers shall be responsible for design of anchors for railings, ladders, equipment, pre-engineered structures, and other manufactured items, as indicated in the Drawings and Specifications. Anchors shall be designed for all operating conditions, including wind and seismic loadings when indicated in the Meteorological and Seismic Design Criteria section. Con-Docs will be provided at major milestones, including 30%, 50%, 90% and 100% for District review & comment. Project management and coordination is included along with one (1) site visit to the project location.

CIVIL/STRUCTURAL PERMITTING

Satisfy Plan Check Corrections provided by the Authority/Agency Having Jurisdiction: All Corrections shall be addressed in a timely manner including up to four (4) meetings total with the various Authority/Agency Having Jurisdiction. Final Con-Docs will be provided addressing all corrections identified. Project management and coordination is included along with 100% Opinion of Probable Cost.

CIVIL/STRUCTURAL BID PHASE

Assistance provided during the bid phase including responses to Requests for Information (RFI's) and Addendums. Eight (8) RFI/Addendum responses are included. Additional time shall be billed hourly T&M. All such support shall be conducted under the review of the District.

CIVIL/STRUCTURAL CONSTRUCTION ADMINISTRATION

Construction Administration (CA): Assistance provided during the construction phase such as all meetings, site visits or correspondence via telephone or email in response to Requests for Information (RFI's). One (1) pre-construction meeting, Twelve (12) site visits, Five (5) submittal reviews and Fifteen (15) RFI responses are included. Additional time shall be billed hourly T&M. A final punch walk and closeout review along with record document preparation is included. All such work shall be performed under the review of the District.

STRUCTURAL ROUTINE REVIEW - EXISTING BRIDGE

Routine review and recommendations for maintenance of the existing pipe bridge will be provided every 6 months for up to 30 months after notice to proceed. Additional shall be billed hourly T&M. Engineering cost estimates will be included for the maintenance tasks identified. Due to the extent of unknowns (both in the condition of the existing bridge and desired improvements by the District) CA assistance for the maintenance of the existing bridge is not included. This level of engineering effort is to be confirmed once review & recommendations have been provided and the improvement options have been selected. At that time, an adjusted contract fee shall be negotiated with the District.

CIVIL/STRUCTURAL ASSUMPTIONS & EXCLUSIONS

1. Alignment & elevation of existing utility lines is to be maintained
2. The three utility lines on the bridge will be replaced with new pipes and pipe restraints.
3. No additional utility lines or worker/pedestrian access is to be added
4. Existing concrete abutments to remain in place and will be reused for support of the new bridge
5. Performance specifications and design requirements will be provided for a prefabricated utility bridge
6. Bridge design shall be by others and the bridge manufacturer will be selected by the General Contractor in conformance with the project design and specifications
7. Permitting and approval through the US Army Corps of Engineers is assumed to not be required
8. Special inspections will be contracted separately between the District & qualified special inspection agency and have not been included with this proposal
9. Ashley & Vance does not have experience with grant application or implementation support but we are able to provide assistance to the District during the grant application process.

COST ESTIMATE

Ashley & Vance's cost estimate has been included in this proposal. Ashley & Vance will complete the scope of work identified above on a time and materials (T&M) basis in accordance with Ashley & Vance's 2022 rate schedule. Ashley & Vance will not exceed the total amount without written approval from the District.

SURVEY, GEOTECHNICAL AND ENVIRONMENTAL SERVICES

Sub-Consultant Scope of Work, Cost Estimates, Schedules and Assumptions are included in this proposal and can be found in the attachments at the end of this document.

PREVAILING WAGE

Prevailing wage requirements will be followed (as applicable) for the services provided under this proposal in accordance with governing edition of the California Labor Code.

INSURANCE

Ashley & Vance Engineering, Inc. carries both professional and general liability insurance. Certificates will be issued upon request.

We would like to take this opportunity to highlight an item for further discussion:

- Our policy's Notice of Cancellation (NOC) endorsements cannot comply with the provisions outlined in the original Request for Proposal (RFP).



August 9, 2022 Board Meeting Packet

2022 HOURLY RATE SCHEDULE

As of January 1, 2022, rates for the San Luis Obispo office shall be as follows:

HOURLY BILLING RATES

Principal Engineer	\$225
Senior Engineer	\$185
Project Engineer	\$150
BIM/CAD Tech	\$100
Office/Clerical	\$85
Deposition/Trial Testimony	\$450

EXPENSE REIMBURSEMENT RATES

Reproduction, Packing, & Shipping	Cost + 15%
Commercial Travel	Cost + 15%
Automobile Travel	\$0.56/mile
Accommodations/Subsistence	Published GSA Rate
Subconsultants	Cost + 15%

All invoices are billed on a monthly basis, due and payable upon receipt. A 1½% monthly finance charge may be assessed for payments greater than 30 days past due. Ashley & Vance Engineering, Inc. may suspend services until account is brought current.



Fee Proposal

Civil Engineering				Structural Engineering			
Principal Engineer	Senior Engineer	Project Engineer	CAD/Drafting	Principal Engineer	Senior Engineer	Project Engineer	CAD/Drafting
\$225	\$185	\$150	\$100	\$225	\$185	\$150	\$100

Design Documents & Specifications	
Estimated time: 6 to 9 months	
Sub-total Fee	
Total Hours	
1 Coordination Meetings	
2 Site Visits (1 Visit)	
3 30% design drawings and specifications	
4 District Review of 30% design/Address District Comments (1 Meeting)	
5 50% design drawings and specifications	
6 District Review of 50% design/Address District Comments (1 Meeting)	
7 90% design drawings and specifications	
8 District Review of 90% design/Address District Comments (1 Meeting)	
9 100% design drawings and specifications	
10 District Review of 100% design/Address District Comments (1 Meeting)	
11 Project Management and Coordination	
12 Team Coordination (Web/phone Conf.)	

\$6,675			
\$3,825	\$0	\$2,850	\$0
17	0	19	0
1	0	1	0
3	0	3	0
1	0	2	0
1	0	2	0
3	0	4	0
1	0	1	0
2	0	1	0
1	0	1	0
1	0	1	0
0	0	0	0
2	0	2	0

\$25,100			
\$2,925	\$6,475	\$12,000	\$3,700
13	35	80	37
1	4	4	0
3	3	0	0
2	4	16	8
0	1	1	2
2	4	16	16
0	1	1	2
2	8	24	4
0	1	1	2
1	4	12	2
0	1	1	1
0	2	2	0
2	2	2	0

Permitting	
Estimated time: 6 to 12 months	
Sub-total Fee	
Total Hours	
1 Review with agency having jurisdiction review (4 Meetings)	
2 Revisions based on agency having jurisdiction review	
3 Building Department Submittal (Plan Check Submittal and Revisions)	
4 Team Coordination (Web/phone Conf.)	
5 100% Opinion of Probable Cost	
6 Final design drawings and specifications	
7 Project Management and Coordination	

\$15,150			
\$5,400	\$0	\$9,750	\$0
24	0	65	0
4	0	4	0
16	0	55	0
1	0	2	0
1	0	1	0
1	0	0	0
0	0	2	0
1	0	1	0

\$6,000			
\$450	\$1,850	\$3,300	\$400
2	10	22	4
0	2	2	0
0	1	2	1
0	2	8	1
1	1	1	0
0	1	1	0
0	1	4	2
1	2	4	0

Bid Phase	
Estimated Time: 3 months	
Sub-total Fee	
Total Hours	
1 Bid RFI Response, Addendums (8 RFI/Addendum responses)	

\$825			
\$225	\$0	\$600	\$0
1	0	4	0
1	0	4	0

\$2,515			
\$225	\$740	\$1,350	\$200
1	4	9	2
1	4	9	2

Construction Administration	
Estimated Time: 6 to 12 months	
Sub-total Fee	
Total Hours	
2 Pre-Construction Meetings (1 Meeting)	
3 Construction RFI, CO and Submittal Review & Response (15 RFI/CO & 5 submittals)	
4 Site Visits and Reports (1 visit per month for 12 Months)	
5 Punch walk and Closeout Review	
6 Record Document Preparation	

\$3,075			
\$1,575	\$0	\$1,500	\$0
7	0	10	0
2	0	2	0
1	0	4	0
2	0	2	0
1	0	0	0
1	0	2	0

\$29,125			
\$5,625	\$11,100	\$10,800	\$1,600
25	60	72	16
4	4	4	0
4	10	20	4
12	36	36	0
4	8	8	0
1	2	4	12

Note: Special inspection and structural observation have been excluded.

Routine Review - Existing Bridge	
Estimated Time: 24 to 30 months	
Sub-total Fee	
Total Hours	
1 Site Visits (5 visits)	
2 Report Preparation (5 reports)	
3 Project Management and Coordination	

\$0			
\$0	\$0	\$0	\$0
0	0	0	0
0	0	0	0
0	0	0	0

\$19,160			
\$3,600	\$6,660	\$8,100	\$800
16	36	54	8
8	20	20	0
4	12	32	8
4	4	2	0

Sub Total

\$25,725

\$81,900

Fee Proposal, Continued

Sub-Consultant Fees (Survey)		
<i>See Sub-Consultant Proposal(s) for Fee Breakdown, Scope of Work, Terms & Conditions</i>		\$7,900
Sub-total Fee		\$7,900
1	Topographic Survey	\$4,400.00
2	Plot Property Lines from Prior Record Maps	\$1,600.00
3	As Built Utility Survey	\$1,900.00

Sub-Consultant Fees (Geotechnical)		
<i>See Sub-Consultant Proposal(s) for Fee Breakdown, Scope of Work, Terms & Conditions</i>		\$24,421.25
Sub-total Fee		\$24,421.25
1	Task I - Project Initiation and Field Reconnaissance	\$3,863.75
2	Task II - Subsurface Investigation, Laboratory Testing, Analysis and Report Preparation	\$5,957.50
3	Task III - Conditions Assessment	\$11,680.00
4	Task IV - Construction Documents	\$2,920.00

Sub-Consultant Fees (Environmental)		
<i>See Sub-Consultant Proposal(s) for Fee Breakdown, Scope of Work, Terms & Conditions</i>		\$73,319
Sub-total Fee		\$73,319
1	Task 1: Biological Resource Assessment	\$7,040.00
2	Task 2: Coastal Development Permit	\$7,760.00
3	Task 3: RWQCB Section 401 Water Quality Certification	\$7,639.00
4	Task 4: Fish and Game Section 1600 Permitting	\$5,040.00
5	Task 5: Agency Site Visit and Project Management	\$2,720.00
6	Task 6: Biological Monitoring	\$43,120.00

Sub-Consultant Sub Total	\$105,640.25
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Consultant Markup (15%)	\$15,846
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Sub-Consultant Fee	\$121,486
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TOTAL FEE	\$229,111
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PROPOSED PROJECT SCHEDULE

Project Milestone	Start Date	Duration
Project Kick-Off	August 01, 2022	
Design Documents & Specifications	August 01, 2022	6 to 9 Months
Permitting	May 01, 2023	6 to 12 Months
Bid Phase	May 01, 2024	3 Months
Construction Administration	August 01, 2024	6 to 12 Months
Routine Review (Every 6 Months)	August 01, 2022	24 to 30 Months





Water & Sewer Pipe Bridge Replacement Proposal

APPENDIX

SUBCONSULTANT INFORMATION

MBS LAND SURVEYS

EARTH SYSTEMS

PADRE ASSOCIATES, INC.



Michael B Stanton, PLS 5702
3559 S. Higuera Street
San Luis Obispo, CA 93401

mike@mbslandsurveys.com
Msg: 805.594.1960
Cell: 805.440.4215
Fax: 805.594-1966

June 22, 2022

Ian Shoebridge, SE
Ashley & Vance Engineering
1229 Carmel St.
San Luis Obispo, CA 93401
(805) 545-0010 x116
ian@ashleyvance.com

RE: Proposal for Surveying Services – Pipe Bridge at Arroyo Padre Del Juan, San Simeon CSD
MBS No. 14-046

Dear Ian:

Thank you for requesting a proposal for surveying services for replacement of the Pipe Bridge Project at Arroyo Padre Del Juan in San Simeon. It is our understanding that you need a topographic survey, and a utility survey for bridge repair and replacement. Since this project is paid with public funds, we assume prevailing wages will need to be paid for all field work. We can perform the following services:

1. TOPOGRAPHIC SURVEY

This work will include a field survey of the approximately 80' x 230' area (0.5 acres) as shown on the site plan attached sufficient to produce a one-foot contour map, with planimetric features including;

- Footprint of existing structures
- Bridge, abutment footprint, and location of abutment connection points
- Surface evidence of utilities
- Surface and elevations of channel below bridge
- Top/toe of slope of channel below bridge
- Trees (over 6" dia.) with approximate canopies
- Fencing
- Edge of pavement
- Other items which are visible and present at the time of the survey

The map will be drawn at 1"=20' scale on a 24" by 36" sheet. The vertical datum will be based on a bench mark if available near the site.

Fee: \$4,400

2. PLOT PROPERTY LINES FROM PRIOR RECORD MAPS

This task will include locating property monuments in the area and then drawing the boundary from publicly available record maps onto the base map for the topographic mapping. No missing monuments will be set in the field.

Fee: \$1,600

3. AS BUILT UTILITY SURVEY

This task will include locating above ground evidence of utilities, including storm drain, sewer, water, gas, electric and cable TV and incorporating that data into the base map. If the CSD can provide us with construction plans or Atlases showing the underground alignments, we will plot the alignments based on the drawings provided. Mapping will include:

- Surface evidence of storm drain system (manholes with invert elevations, catch basins, drop inlets with flow line elevations)
- Surface evidence of sewer system (manholes with flowline elevations and cleanouts)
- Surface evidence of water system (water valves, blow offs and hydrants)
- Water meter locations
- Surface evidence of dry utilities (PG&E boxes, telephone boxes, cable TV boxes, etc.)
- Power poles and guy wires
- Overhead lines
- Fencing and gates
- Striping and markings
- Tree trunk locations and diameter within right-of-way

CSD Responsibilities:

*Provide atlas data for sewer, storm drain and waters systems
Provide any improvement plans for utilities within the project area.*

Fee: \$1,900

Terms and Conditions:

This proposal hereby incorporates MBS Land Surveys "General Provisions, Terms and Conditions" attached hereto and made a part hereof. If you would like us to proceed, sign below and return a copy to us via scan, fax or mail.

Sincerely,



Michael B. Stanton, PLS 5702

Authorized to proceed:

Ashley & Vance Engineering

Date

Q:\PROPOSALS\PROPOSALS SENT\San Simeon Community Services District Mapping.doc

Partial Listing of Recent Public Projects by MBS Land Surveys:

Central Coast Blue Pipeline Project – City of Oceano (MKN & Assoc) (2022)

MBS Land Surveys provided GPS static survey control and topographic mapping, right-of-way and utility surveys for waterline improvements for a waterline design project. All work was performed on state plane NAD83 coordinates with a Topographic Survey prepared upon completion of field work.

San Luis Obispo Water Treatment Plant (Southland Energy) (2018)

MBS Land Surveys provided a boundary survey to determine the right of way line, topographic mapping, and written legal descriptions for easement areas on the project site. The work was performed on state plane NAD83 coordinates with a Record of Survey filed upon completion.

El Capitan Street Pedestrian Bridge Project – City of San Luis Obispo (Rick Engineering) (2018)

MBS Land Surveys provided topographic surveying of the bridge abutments for engineering design.

Checetti Road Creek Crossing – City of Arroyo Grande (2017)

MBS Land Surveys performed GPS static survey control, topographic mapping (cross sections), and right-of-way surveying for hydrology, hydraulics and bridge design. The work was performed on state plane NAD83 coordinates.

Lighthouse Suites – Pedestrian Bridge (TerraCosta Consulting Group) (2016)

MBS Land Surveys provided aerial and ground topographic surveying to obtain spot elevations, and 3D scanning of the bluff face for a new pedestrian bridge alignment.

San Simeon CSD Pipeline Projects (Phoenix Engineering) (2014)

MBS Land Surveys provided aerial and ground topographic surveying, utility surveying, and prepared legal descriptions for pipeline engineering design.



General Provisions, Terms and Conditions

1. **Billing:** If the proposal was quoted with estimated fees, you will be billed as the work progresses on a time and materials basis. The amount billed may be more or less than the estimated fees. We will keep you informed of our progress and will inform you if our services will exceed the scope and/or fee estimate limits. If the proposal was quoted with a fixed fee, you will be billed the fixed fee upon completion of the work. Requests that require overtime pay will be billed at 1.5 times the standard rate. Rates will increase each year on January 1st.

Office Rates:

Permit Coordinator/Administration	\$110.00 per hour
Survey Technician I	\$100.00 per hour
Survey Technician II	\$125.00 per hour
Survey Technician III (LSIT)	\$150.00 per hour
Land Surveyor (PLS)	\$160.00 per hour
Survey Manager (PLS)	\$170.00 per hour
Expert Witness (PLS)	\$300.00 per hour

Standard Field Rates:

1-Person Field Crew	\$185.00 per hour
2-Person Field Crew	\$225.00 per hour

Field Prevailing Wage Rates: (Public Works Projects)

1-Person Field Crew	\$225.00 per hour
2-Person Field Crew	\$300.00 per hour

2. **Agency Fees:** All agency fees will be paid for by the client. Fees for submittal and checking of lot line adjustments, parcel and tract maps and other documents will be set according to current agency fee schedules.
3. **Records of Survey:** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.
4. **Completion of Work:** When the services rendered require the submittal of any maps or documents by the Surveyor to a governmental agency, it is agreed that the payment of fees due for services shall not be contingent upon the final approval by the agency of said maps and documents. It is agreed that the first submittal of said maps or documents to the agency shall constitute the completion of that portion of work. Agency or client-initiated changes after the first submittal to the agency will be billed on an hourly basis at the rates quoted above.
5. **Schedule:** The work will be scheduled after we receive the signed contract. We estimate our initial work project will be delivered within 40 work days of receiving this signed contract. Factors such as weather, staffing shortage, workload, equipment malfunctions, etc., may cause delay in product delivery.
6. **Terms of Payment:** All fees will be billed to the client at the completion of work or for long term projects, as the work progresses, and shall be due and payable within 30 days of the invoice date (check, credit card or cash), with interest charged at 1.5% permonth for past due invoices. Invoices will be sent via e-mail or by mail if no e-mail address is available. Invoices over 60 days past due will be referred to a collection agency and all remaining or ongoing survey work will stop. Sub-consultants and reimbursable items will be charged at cost plus 15%.
7. **Release and Delivery of Electronic Files:** AutoCAD files will be released only after full payment is received. Files will be delivered in Civil3D 2019 format. An additional charge of \$50 may be charged for converting the AutoCAD Civil3D 2019 drawing to other (e.g. older) drawing or drawing formats.
8. **Work Product:** Our product of service is the signed and sealed original hardcopy drawing or digital signed PDF.
9. **AutoCAD drawings:** Electronic data may be provided as a courtesy to the client. The user of this information hereby understands that the delivery of this electronic media does not constitute the delivery of our professional work product. MBS Land Surveys will not be responsible for any modifications made to the electronic file, or any products derived from this file, which are not signed and sealed by MBS Land Surveys. The user of the digital data agrees to hold harmless, indemnify, and defend MBS Land Surveys from and against any and all claims arising from the use or misuse of the electronic information provided herein.
10. **Extra Services:** Extra services will be handled on an hourly basis after your written or verbal authorization.
11. **Term of Proposal:** The fees and terms delineated in this contract are valid if the contract is executed within ninety (90) days of the date it was signed by the Surveyor.
12. **Termination of Contract:** Either party, with verbal or written notice, can terminate this contract.

Field conditions will be confirmed by a site reconnaissance and coordination with CSD Staff and the design team regarding the existing improvements. A field investigation will then be performed to evaluate subsurface conditions adjacent the existing abutments, including the depth of the abutments. Laboratory testing of samples obtained during the investigation will be performed. A formal report will be issued addressing the conclusions and recommendations. Further, bi-annual visits will be conducted to provided updated conditions assessment.

Earth Systems detailed scope will consist of the following tasks:

Task I: Project Initiation and Field Reconnaissance. After an initial planning meeting with the design engineers, a field reconnaissance will be performed by a Registered Professional Engineer. This will be a visual reconnaissance and meeting with the CSD staff and design team to make the investigation most efficient and evaluate record drawings.

TASK II: Subsurface Investigation, Laboratory Testing, Analysis and Report Preparation

To evaluate subsurface conditions, we plan to drill one to two hand auger borings adjacent the existing abutments. Bulk soil samples will be obtained from the borings. Further, the depth of the existing abutments will be determined.

Soil samples obtained from the borings will be tested in the laboratory to determine various engineering properties. The final numbers and types of tests to be performed will be determined based upon the subsurface conditions encountered.

The field and laboratory data will be reviewed by a Registered Engineer and evaluated with respect to geotechnical recommendations for development of the project. Based on our current work load, the supervising engineer for this project will be Robert Down, PE 70206.

Information gathered during the geotechnical engineering investigation will be compiled into a reduced geotechnical engineering report that will address the planned re-use of the exiting foundations. The report will be intended to fulfill the requirements of Sections 1803.2 through 1803.7, J104.3 and J104.4 of the 2019 California Building Code; and common geotechnical engineering and engineering geologic practice in this area under similar conditions at this time for the re-use of existing foundations elements.

The following items will be addressed; description of exploration performed, subsurface conditions, foundation design recommendations, and drainage around improvements.

It is our intent that the report will be used exclusively by the client to form the geotechnical basis of the design of the project and in the preparation of plans and specifications.

TASK III. Conditions Assessment

Earth Systems will aid in performance of the six-month review of the existing pipe bridge until the new bridge will be constructed. It is anticipated this review will occur four times. A report with variations in conditions will be produced after each assessment.

TASK IV. Construction Documents

Earth Systems will provide geotechnical consultation as the design nears completion. They will also review the plan and provide a plan review letter commenting on the incorporation of the intent of the geotechnical recommendations into the plans as required by the County of San Luis Obispo.

Earth Systems Fee Breakdown

	Hours/Units	Rate	Total
TASK I - Project Initiation and Field Reconnaissance			
Principal Professional	12	\$220.00	\$2,640.00
Staff Professional	8	\$145.00	\$1,160.00
Mileage (per trip)	1	\$63.75	\$63.75
Subtotal			\$3,863.75

TASK II - Subsurface Investigation, Laboratory Testing, Analysis and Report Preparation			
Principal Professional	8	\$220.00	\$1,760.00
Staff Professional	12	\$145.00	\$1,740.00
Driller	8	\$135.00	\$1,080.00
Laboratory Testing	1	\$1,250.00	\$1,250.00
Mileage (per trip)	2	\$63.75	\$127.50
Subtotal			\$5,957.50

TASK III - Conditions Assessment			
Principal Professional	32	\$220.00	\$7,040.00
Staff Professional	32	\$145.00	\$4,640.00
Subtotal			\$11,680.00

TASK IV - Construction Documents			
Principal Professional	8	\$220.00	\$1,760.00
Staff Professional	8	\$145.00	\$1,160.00
Subtotal			\$2,920.00

TOTAL	\$24,421.25
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SLO-2206-082.PRP

Earth Systems Firm Profile

Earth Systems Pacific (Earth Systems) is a professional consulting firm with services that encompass geotechnical engineering, engineering geology, environmental assessment, materials testing and special inspection. The Earth Systems staff consists of registered geotechnical engineers, professional civil engineers, certified engineering geologists, soil technicians, special inspectors, and laboratory technicians, augmented by drilling, drafting, and support personnel. With several decades of experience in both geotechnical engineering and construction inspection for wastewater treatment projects, Earth Systems can bring expertise and value to this project that cannot be equaled by other firms.

Geotechnical engineering and geology services available through Earth Systems include the following:

- Design-level geotechnical engineering investigations
- Geotechnical and geologic feasibility studies
- Slope stability evaluations
- Fault location studies
- Liquefaction and seismicity evaluation
- Geotechnical criteria for shallow and deep foundations, including caissons, driven piles, and micropiles
- Criteria for earth retention structures and embankments
- Engineering analysis of settlement-reduction methods
- Geotechnical criteria for pavement design, construction and rehabilitation
- Groundwater monitoring
- Geotechnical aspects of shoring and dewatering
- Seismic refraction/rippability

Materials testing and special inspection capabilities include, but are not limited to, the following:

- Geotechnical sampling and testing of soils
- Foundation excavation observation
- Sampling of potentially contaminated soils and testing for hydrocarbons, other petroleum products, and lead
- Sampling and testing of asphalt concrete
- Sampling and testing of concrete; including slump, casting test cylinders, and compression testing
- Sampling and testing of reinforcing steel
- Sampling and testing of masonry; including block compliance, prisms, mortar strength, grout strength and cores of completed construction
- Batch plant inspection of concrete and grout
- Special inspection of concrete
- Special inspection of masonry
- Special inspection of shop and field welding
- Special inspection of high strength bolts
- Special inspection of paints and coatings
- Special inspection of driven or drilled piles
- Testing or inspection of fabrics or other various construction materials



Earth Systems Firm Profile

Earth Systems has a comprehensive materials testing laboratories located in San Luis Obispo and Santa Maria, which will translate to cost savings, efficiency, and rapid response times that will allow the project to proceed smoothly without unnecessary delays. Earth Systems laboratories are fully qualified to perform all of the materials testing anticipated to be associated with the project. The primary laboratory will be our San Luis Obispo laboratory which is certified or approved by the U.S. Army Corps of Engineers, the Division of the State Architect (DSA), the Cement and Concrete Reference Laboratory (CCRL), and the AASHTO Materials Reference Laboratory (AMRL). Earth Systems participates in the Caltrans Reference Sample Program, the CCRL Concrete Proficiency Testing Program, and the AMRL Soil, Aggregate and Rebar Proficiency Testing Programs.

Earth Systems has extensive experience with wastewater and water treatment plant projects including pipe bridges throughout Santa Barbara and San Luis Obispo counties, including the following:

- Alameda Padre Serra Water Line and Pipe Bridge
- Windset Farms Pipe Bridge
- Scheid Vineyards Pipe Bridge
- Titan Foods Pipe Bridge
- Garden Farms Water Company - Pipe Bridge
- Cuesta College Sewer Line Replacement and Pipe Bridge
- Freeport-McMoRan Oil and Gas (FMOG) - AG Southern Pipe Bridge Replacement
- PXP - AG Pipe Bridge Upgrade
- South San Luis Obispo County Wastewater Treatment Plant Redundancy Project, Oceano, California
- Morro Bay Water Reclamation Facility, Morro Bay, California
- San Luis Obispo Water Resource Recovery Facility, San Luis Obispo, California
- South San Luis Obispo County Wastewater Treatment Plant Digester Tank Testing, Oceano, California
- Laguna Sanitation District Phase 1 Plant Upgrades, Santa Maria, California
- Paso Robles Wastewater Treatment Plant Tertiary Treatment Facilities Project, Paso Robles, California
- Nacimiento Water Treatment Plant, Thunderbird Well Site, Paso Robles, California
- Los Osos Wastewater Treatment Plant and Collection System, Los Osos, California
- Pismo Beach Wastewater Treatment Plant Expansion, Pismo Beach, California
- Chumash Wastewater Treatment Plant MBR Upgrade, Santa Ynez, California
- Laguna Sanitation District Flood Control Walls and Berms, Santa Maria, California
- Santa Maria Wastewater Treatment Plan Influent Piping Improvements, Pond Berm Removal, Santa Maria, California
- Goleta Wastewater Treatment Plant Upgrade, Goleta, California
- City of Lompoc Water Treatment Plant, various projects, Lompoc, California
- Buellton Wastewater Treatment Plant Dewatering System Upgrade, Buellton, California
- Santa Maria Wastewater Treatment Plant Pond Berm Removal, Santa Maria, California



June 29, 2022

Project No. 2202-2601

Ashley and Vance Engineering, Inc.

1229 Carmel Street

San Luis Obispo, California 93401

Attention: Ian Shoebridge, Structural Engineer

Subject: Proposal to Provide Environmental Services for the San Simeon Community Services District, Arroyo del Padre Juan Creek Pipe Bridge Replacement Project

Dear Mr. Shoebridge:

Padre Associates, Inc. (Padre) is pleased to submit this proposal in response to the Request for Proposals (RFP) for Design and Specifications, Project Management, Permitting, Bid Phase Services, and Construction Management for the San Simeon Community Services District (District). This proposal has been prepared in accordance with the requirements listed in the RFP and your request via email on June 27, 2022. The proposal includes a summary of qualifications, descriptions of key personnel, scope of work, cost estimate, and resumes.

SUMMARY OF QUALIFICATIONS

Padre is a multidisciplinary consulting firm assisting clients in the fields of environmental sciences and geoenvironmental services. Padre has a highly qualified team of in-house experts who are experienced with California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) processes, regulatory coordination, analysis and permitting, construction mitigation and monitoring, biological, archaeological, air quality, noise, and other technical analyses. Padre also has experience with federally funded projects requiring Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) involvement and approval. Because of our responsive approach, project management, technical capabilities, experience, and familiarity with the San Simeon area, Padre's team is well suited to assist the District with environmental services.

Our team has the project management, environmental planning, and technical experience necessary to assist the District with their Community Services projects with the following tasks:

- CEQA/NEPA Environmental Documents
- Development Plan Review
- Federal, State, and Regional Regulatory Permitting
- Initial Studies
- Biological and Special-Status Species Surveys/Consultations
- Wetland Delineations
- Biological Assessments and Biological Resource Assessments
- Regulatory Agency Permitting (i.e., Section 404 Section 401, Section 1602, etc.)
- Site Restoration Plans and Revegetation Plans
- Habitat Restoration
- Cultural and Historic Resource Evaluations

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- Native American Consultation
- Noise Studies
- Air Pollution Dispersion Modeling and Emission Inventories
- Compliance/Construction Mitigation and Monitoring
- Mitigation Monitoring/ Post-Construction Reporting Programs
- Geologic Hazards Studies
- Asbestos Surveys
- Lead Surveys

KEY PERSONNEL

Mr. Simon Poulter. Mr. Poulter will serve as the Principal-in-Charge and will also provide quality control functions during the proposed contract. Mr. Poulter is one of the four founding Principals of Padre and has been working as an environmental consultant for over 34 years. Prior to establishing Padre, he was the program manager for resources management services at Fugro West for six years. Mr. Poulter currently manages Padre's Environmental Sciences Group. In this role, he is responsible for supervising day to day operations of the group including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects. Mr. Poulter's experience includes the preparation of numerous environmental impact reports (EIA/EIR/EIS), resource assessment studies, and environmental training programs for projects within the western United States, as well as several international projects. Mr. Poulter has extensive experience in the San Luis Obispo County including permitting review of the decommissioning of the Diablo Nuclear Generation Station, regulatory support for ongoing restoration at the Guadalupe Dunes Remediation Site and permitting support for the Cayucos Water Treatment Plant. Mr. Poulter has a B.A. in Marine/Aquatic Biology and Physical Geography and an M.R.P. in Environmental Planning.

Ms. Crystahl Taylor. Ms. Taylor joined Padre in 2011 and has over 21 years of professional experience as an environmental specialist and manager of environmental projects involving CEQA and NEPA. Ms. Taylor is the manager of the San Luis Obispo's Environmental Sciences Group and would be the point of contact for the District's permitting service needs. Ms. Taylor specializes in the management and preparation of CEQA and NEPA environmental documents. In addition, Ms. Taylor specializes in regulatory agency permitting involving the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service, and the California Coastal Commission (CCC). Ms. Taylor is experienced in conducting environmental impact analyses and has written various sections for CEQA and NEPA environmental documents. She is also experienced with the management and coordination of projects involving Caltrans Local Assistance such as bridge replacement and road realignment projects. Ms. Taylor has managed and/or contributed to over 15 bridge replacement and road realignment projects within Caltrans, District 5. Ms. Taylor holds a B.S. degree in Natural Resources Management from California Polytechnic State University, San Luis Obispo.

Ms. Alyssa Berry. Ms. Berry joined Padre Associates in 2010 and has over 16 years of experience monitoring threatened and endangered species in California. Ms. Berry has considerable experience in San Luis Obispo County managing biological monitoring services and permit compliance. As a Senior Biologist, Ms. Berry is responsible for managing the San Luis

Obispo office biological staff, biological surveying and reporting, permit compliance monitoring, agency communications, biological resource studies, permit applications, sensitive species surveys, habitat restoration, mitigation monitoring, and project management. Ms. Berry has supported infrastructure projects that required biological monitoring and has overseen environmental compliance monitoring for several projects throughout the Central Coast. She gained valuable experience coordinating the biological monitoring efforts at the recent Marsh Street Bridge Replacement Project, which involved nesting bird pre-construction surveys, nesting deterrent deployment, biological monitoring for sensitive wildlife, and comprehensive permit compliance and reporting. In addition, Ms. Berry specializes in habitat restoration project planning and implementation for wetland, oak woodland, and coastal dune habitat types. Ms. Berry holds a B.A. degree in Earth and Environmental Science from Wesleyan University, Connecticut.

Ms. Michaela Craighead. Ms. Craighead joined Padre in 2011 and has over ten years of experience as a field biologist and environmental consultant, with a primary focus on aquatic and marine biology. Currently, Ms. Craighead assists with the preparation of permit applications for Federal and State agencies, as well as CEQA and technical environmental documents. In addition, she conducts biological resource surveys and habitat assessments, including protocol-level surveys for protected species. Ms. Craighead's field experience extends to both onshore and offshore construction projects, as well as numerous remediation and restoration sites. She was approved as a Protected Species Officer (PSO) by the National Oceanic and Atmospheric Administration (NOAA) in 2012 and holds a USFWS 10(A)(1)(a) Recovery Permit for Large Branchiopods. Ms. Craighead holds a B.S. degree in Biology with a concentration in Marine Science and Fisheries from California Polytechnic State University, San Luis Obispo.

Ms. Christina Santala. Ms. Santala joined Padre in 2007 and has over 25 years of experience in the environmental field. She is currently a Project Biologist specializing in botanical resources and ecological restoration for projects located throughout the California central coast. Ms. Santala has assisted and managed various types of projects related to residential and commercial development, bridge replacement and improvement, utility pipeline and facilities decommissioning, and oil field exploration and development. Her project specific field work includes oak tree inventory surveys, rare plant presence/absence surveys, vegetation type identification and mapping, aquatic resource delineation surveys, qualitative and quantitative botanical monitoring, habitat restoration plan development and implementation, native seed collection, pre-activity nesting bird and special-status species surveys, and special-status species presence/absence surveys. Other project related tasks include report writing, literature and database searches, data analysis, project planning, and submittal of environmental permit applications to Federal, State, and local agencies including ACOE, CDFW, and RWQCB. Ms. Santala earned a B.S. degree in Biological Sciences from California Polytechnic State University San Luis Obispo, and has attended continuing education classes focused on botany, plant taxonomy, vegetation classification and mapping, soil taxonomy, aquatic resources delineation, and special-status aquatic wildlife.

Ms. Shannon Gonzalez. Ms. Gonzalez joined Padre in 2013 and is a Project Biologist with eight years of field and environmental reporting experience. Her responsibilities at Padre include conducting various biological resource surveys and construction monitoring, as well as preparing biological resource survey reports, Federal and State level environmental documents, and other support documents for a range of projects within San Luis Obispo, Monterey, Santa

Barbara, Fresno, and Kern counties. Her field experience includes comprehensive biological resource surveys, nesting bird surveys, construction monitoring, burrow excavation, wildlife relocation, oiled wildlife response, and surveys for various federally and/or state-protected wildlife species such as California red-legged frog, blunt-nosed leopard lizard, San Joaquin kit fox, burrowing owl, California tiger salamander, and San Joaquin antelope squirrel. Ms. Gonzalez has a B.S. degree in biological sciences with a concentration in ecology from California Polytechnic State University, San Luis Obispo.

SCOPE OF SERVICES

TASK 1 – Biological Resources Assessment

Padre will conduct a BRA for the Project. The BRA survey will focus on the suitability of the habitat to support special-status plant and wildlife species and presence/absence of special-status plant and wildlife species within the Project site. If possible, the botanical resources should be evaluated during the late spring/summer which is the typical blooming period for most special-status plant species known to occur in the proposed Project region. If it is not feasible to complete surveys during the appropriate blooming period, a follow-up botanical survey may be recommended as a protective measure prior to Project site disturbance. Field survey methods will consist of walking paths of opportunity through the Project site and recording wildlife species observed by visual observation using 10X42 binoculars, indirect signs (e.g., tracks, scat, skeletal remains, and burrows), and/or auditory cues (i.e., calls and songs). Notes on botanical resources, plant communities and habitats will be recorded. In addition, Padre will delineate the boundaries of the Arroyo del Padre Juan Creek to determine jurisdictional limits in support of regulatory permit applications. The results from the BRA will be presented in a report with figures depicting biological and aquatic resources, and representative photographs. The BRA will be included in the regulatory agency permit application packages and submitted to CCC, RWQCB, and CDFW (Task 2 through 5).

TASK 2 – Coastal Development Permitting

The Project site is located within the community of San Simeon in the San Luis Obispo County North Coast Planning Area. The proposed sewer utility pipe bridge replacement is located within the designated Coastal Zone boundary and would therefore require a Coastal Development Permit (CDP) prior to implementation of the Project. Local communities have the authority to issue a CDP if they have a designated Local Coastal Program (LCP) that has been certified by the California Coastal Commission. The community of San Simeon does not have its own certified LCP therefore the County of San Luis Obispo (SLO County) would be responsible for review and issuance of the CDP. The County of San Luis Obispo Local Coastal Plan Policy Document was certified by the California Coastal Commission originally on February 25, 1988; with revisions adopted through April 2007 (<https://www.slocounty.ca.gov/Departments/Planning-Building/Forms-Documents/Plans-and-Elements/Elements/Coastal-Plan-Policy.pdf>).

In order to obtain the CDP from SLO County Department of Planning and Building, a Land Use Permit Application (Form PLN-1000, updated 4/1/20) will be completed and electronically submitted with the appropriate permit fees (see SLO County Fee Schedule 2022-2023) through the County's online submittal portal. The Land Use Application Checklist and Package is required to include the following forms:

- GEN-3000: General Application Contact Information
- PLN-1004: Land Use – Project Information Form
- PLN-1003: Environmental Description Form
- PLN-1006: Information Disclosure Form
- PLN-1012: Land Use Consent of Property Owner (if applicant does not own property)
- PLN-1122: Hazardous Waste and Substances Statement Disclosure
- Accessory Application Forms, if Applicable

It is assumed that the costs associated with Task 2 do not include permit fees and those fees would be paid directly to SLO County from the SSCSD.

Once the CDP application materials have been submitted, Padre would support the application processing by responding to any requests for additional information from SLO County Department of Planning and Building until the CDP permit decision.

TASK 3 –RWQCB Section 401 Water Quality Certification

The Project will impact State wetlands/waters and will require submittal of a Water Quality Certification Application. Padre will complete the Water Quality Certification application for submittal to RWQCB. Padre will work with the Client to complete the application form and acquire the required Project material.

RWQCB requires an application fee prior to issuance of the Water Quality Certification which will be determined by the Project design. Therefore, the amount is not able to be determined at this time and is not included in this proposal.

RWQCB requires compliance with the California Environmental Quality Act (CEQA). The Project will likely receive a Categorical Exemption pursuant to CEQA. It is assumed that the District will be the lead CEQA agency for this Project.

TASK 4 – Fish and Game Code Section 1600 Permitting

The Project will impact State wetlands/waters and will require compliance with Fish and Game Code Section 1600 and CEQA. Padre will consult with CDFW to achieve Project approval and submit applicable application materials. Padre will work with the Client to complete the application form and acquire the required Project material.

CDFW requires an application fee for Project approval which will be determined by the applicable permit and Project cost. Therefore, the amount is not able to be determined at this time and is not included in this proposal.

TASK 5 – Agency Site Visit and Project Management

The Project will be managed by Ms. Alyssa Berry, Senior Biologist in our San Luis Obispo office. Ms. Taylor will manage the regulatory agency permitting process. Padre's biologist and/or project manager will be available to attend a site visit with regulatory agencies, if requested.

TASK 6 – Biological Monitoring

Padre will provide biological monitors during inspection and construction activities that have the potential to impact Arroyo del Padre Juan Creek. Biological monitors will be qualified to identify potentially occurring special-status plant and wildlife species. The biological monitors will document compliance with regulatory permit requirements relevant to the work activities. This task assumes work activities requiring biological monitoring will be limited to a total of six weeks with ten hour workdays, Monday through Friday. If additional monitoring hours are necessary, a budget augment would be required.

COST ESTIMATE

Padre's cost estimate has been included as an attachment. Padre will complete the above scope of work on a time and materials basis invoiced in accordance with Padre's 2021 fee schedule. Padre will not exceed the total amount without written approval from the Client. Padre's proposal is valid for 120 days.

SCHEDULE AND ASSUMPTIONS

Several assumptions have been made in developing this proposal and cost estimate and, if not valid, will constitute a change in the scope of services, requiring an adjustment in Project cost and schedule. Padre will notify the Client of any such changes in writing. Assumptions and limitations to our scope of services are presented below:

- The client will arrange access to the Project site;
- The biological resources assessment area will be limited to the boundaries of the Project site;
- The biological resources survey will be conducted during the typical blooming period (April-June) for most special-status plant species known to occur in the proposed Project region and assumes no follow-up botanical survey will be required;
- This proposal does not include protocol surveys for special-status wildlife, such as, California red-legged frog (*Rana draytonii*).
- All Project plans/diagrams will be provided in AutoCAD and/or ArcMap shapefiles files that can be easily manipulated by the Padre Mapping and Spatial Services staff;
- CDP, CDFW, and RWQCB application fees are not included;
- Padre assumes the Project will qualify for a CEQA Categorical Exemption and not require preparation of an Initial Study/Mitigation Negative Declaration;
- Padre assumes the Project will not involve abutment replacement and will not require Army Corps of Engineer permitting;
- Padre assumes the Project will not affect federally listed species or their habitat; therefore, a Biological Assessment is not included in this proposal; and
- The lead CEQA and federal agencies will complete any and all Native American consultation;

CLOSING

If you should have any questions regarding Padre's proposal and/or require additional information for review purposes, please contact Alyssa Berry at (805) 786-2650, ext. 127 or Crystahl Taylor at (805) 786-2650, ext. 111.

Sincerely,

Padre Associates, Inc.



Alyssa Berry
Senior Biologist



Crystahl Taylor
Senior Project Manager

369 Pacific Street
San Luis Obispo, California 93401
ctaylor@padreinc.com
(805) 786-2650, ext.111

Enclosure: Cost Estimate and Fee Schedule
Resumes

Table 1. Estimated Costs

Personnel/Item	Rate	Hours/Units	Cost
Task 1. Biological Resource Assessment			
Senior Professional II	\$160	12	\$1,920.00
Project Professional II	\$130	32	\$4,160.00
Senior GIS Specialist	\$110	8	\$880.00
Vehicle	\$80	1	\$80.00
<i>Subtotal</i>			<i>\$7,040.00</i>
Task 2. Coastal Development Permit			
Senior Professional II	\$160	10	\$1,600.00
Project Professional	\$120	16	\$1,920.00
Staff Professional	\$95	40	\$3,800.00
Senior GIS Specialist	\$110	4	\$440.00
<i>Subtotal</i>			<i>\$7,760.00</i>
Task 3. RWQCB Section 401 Water Quality Certification			
Senior Professional II	\$160	8	\$1,280.00
Project Professional II	\$130	8	\$1,040.00
Staff Professional	\$95	24	\$2,280.00
Senior GIS Specialist	\$110	4	\$440.00
<i>Subtotal</i>			<i>\$7,639.00</i>
Task 4. Fish and Game Section 1600 Permitting			
Senior Professional II	\$160	8	\$1,280.00
Project Professional II	\$130	8	\$1,040.00
Staff Professional	\$95	24	\$2,280.00
Senior GIS Specialist	\$110	4	\$440.00
<i>Subtotal</i>			<i>\$5,040.00</i>
Task 5. Agency Site Visit and Project Management			
Senior Professional II	\$160	16	\$2,560.00
Vehicle	\$80	2	\$160.00
<i>Subtotal</i>			<i>\$2,720.00</i>
Task 6. Biological Monitoring			
Senior Professional II	\$160	24	\$3,840.00
Project Professional	\$120	300	\$36,000.00
Senior GIS Specialist	\$110	8	\$880.00
Vehicle	\$80	30	\$2,400.00
<i>Subtotal</i>			<i>\$43,120.00</i>
TOTAL			\$73,319.00

Simon A. Poulter

Principal, Environmental Sciences Group

EDUCATION: M.R.P. Environmental Planning, University of Pennsylvania, 1985

B.A. Marine/Aquatic Biology and Physical Geography, Wittenberg University, 1980

EXPERIENCE: Mr. Poulter has over 30 years of experience as a project manager and environmental scientist responsible for the preparation of physical, biological, and cultural resource assessments for inland, coastal, and outer continental shelf projects. Mr. Poulter is a founding Principal of Padre Associates, Inc. and currently manages the firm's Environmental Sciences group. In this role, he is responsible for supervising day to day operations of the group, including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects.

Mr. Poulter has extensive experience with the development of permitting strategies, permit acquisition and permit condition compliance for coastal development and decommissioning projects. He manages the larger coastal permitting projects conducted by Padre and oversees all such projects.

Mr. Poulter also directs the preparation of environmental assessment documentation mandated under both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

Representative projects Mr. Poulter has actively supervised and participated in include:

Diablo Canyon Nuclear Power Plant Decommissioning - Permitting Project Management Plan, Avila Beach. Mr. Poulter served as Padre's Principal-in-Charge for assisting PG&E with the preparation of a Permitting Project Management Plan for the decommissioning of the Diablo Canyon Power Plant. The Permitting Project Management Plan included preparation of a Benchmarking Study, Permitting Conceptual Phasing Report, and a Permitting Strategy Report. Padre also assisted PG&E with the preparation of a comprehensive permitting project schedule and a detailed permitting cost estimate that covered the complete decommissioning of the existing power plant and possible re-use of key site facilities.

High Energy 3D Offshore Seismic Survey, and Ocean Bottom Seismometer Project, San Luis Obispo County, California. Mr. Poulter was the project Principal-in-Charge for Environmental Permitting Services for a proposed High Energy 3D Offshore Survey to be conducted offshore of the PG&E Diablo Nuclear Power Generation Station. Project application packages included a Project Description, Biological Assessment, Essential Fish Habitat Assessment, Marine Wildlife Contingency Plan, Section 404 Dredge and Fill Permit, Air Quality Calculation, and Incidental Harassment Authorization. The application packages were sent to jurisdictional agencies including the CSLC, CCC, National Oceanic Atmospheric Administration, National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS) and USACOE. Documents prepared by Padre were used by the CSLC in their preparation of an EIR as well as an Incidental

Take Authorization from the NMFS and USFWS. Dates of Service: January 2010 to October 2013.

Encina Marine Oil Terminal Decommissioning Planning, Carlsbad, California.

Padre has been providing various forms of project assistance for the proposed decommissioning project. Mr. Poulter is the Principal-in-Charge of Padre's efforts on behalf of the client, Cabrillo Power I LLC. Padre tasks to date have included: preparation of a Project Execution Plan (including numerous supporting plans such as a Marine Wildlife Contingency Plan and Oil Spill Response Plan); coordination with the California State Lands Commission (CSLC) regarding the client's State tidelands lease; assisting the CSLC with the preparation of CEQA compliance documentation for the project; preparation of permit applications (Coastal Development Permit from the California Coastal Commission [CCC], Section 404 Permit from the United States Army Corps of Engineers [USACOE], Section 401 Certification from the Regional Water Quality Control Board [RWQCB] and Right-of-Entry Permit from the California Department of Parks and Recreation); review of contractor bid documentation; and development of mitigation and permit condition tracking documents. Dates of Service: February 2014 to Present.

ExxonMobil Santa Ynez Unit Offshore Power System Reliability - B (OPSR-B) Phase 2 Project, Santa Barbara County and Offshore, California.

Padre prepared a Mitigated Negative Declaration on behalf of the CSLC for the project. The project includes the installation and operation of replacement cables and electrical systems from the Las Flores Canyon Processing Facility in Santa Barbara County to Outer Continental Shelf Platforms Harmony and Heritage, and the retrieval of existing out-of-service cables from selected locations within the project area. The CSLC amended the existing State Lease PRC 7163.1, a General Lease - Right-of-Way Use, to allow for project implementation. Dates of Service: April 2013 to October 2016.

Chevron 4H Platform Decommissioning Project - Shell Mounds Disposition, Offshore California.

Mr. Poulter has assisted Chevron with the submission of various project application information intended to enable the State Lands Commission and associated responsible agencies to comparatively evaluate the final disposition of the remaining 4H Platform Shell Mounds disposition. These efforts have included extensive biological and geophysical assessment of the remaining mounds as well as a review of a wide range of potential alternatives for both the removal and retention of the mounds. Dates of Service: 1998 to Present.

**PROFESSIONAL
AFFILIATIONS:**

City of Carpinteria, Former Chairman Planning Commission

Former Chairmen, City of Carpinteria General Plan and Local Coastal Plan Update Committee

National Association of Environmental Professionals - Former Board Member

Alyssa Berry

Senior Biologist

EDUCATION: B.A. Earth and Environmental Science, Wesleyan University, 2004.

EXPERIENCE: Ms. Berry joined Padre Associates, Inc. in 2010 and has more than 16 years of professional experience in the biological resources field. Ms. Berry currently manages Padre's Biological Group in the San Luis Obispo office and is responsible for organizing biological surveys, permit compliance monitoring, biological resource studies, and restoration project management. Ms. Berry has experience preparing Biological Assessments for projects that have the potential to impact species protected by the Federal Endangered Species Act (FESA). Ms. Berry is qualified to survey for and implement project specific mitigation measures for special-status plant and wildlife species that occur throughout San Luis Obispo County. She effectively communicates with dynamic project teams and works collaboratively to achieve permit compliance.

Representative projects Ms. Berry has worked on include:

East Cat Canyon Redevelopment Project, Santa Barbara County, California.

Ms. Berry coordinated and participated in comprehensive biological resource surveys and assessments at a former oil field proposed for redevelopment. Ms. Berry analyzed the survey results to prepare a Biological Assessment that was submitted to the United States Fish and Wildlife Service (USFWS) to address potential impacts to California tiger salamander and California red legged frog (CRLF).

Marsh Street Bridge Replacement Project, San Luis Obispo County, California.

Ms. Berry managed the environmental compliance and biological monitoring for the project. Key compliance components included nesting birds, steelhead, CRLF, and regulatory permits (Water Quality Certification and CDFW Streambed Alteration Agreement). She coordinated with the project team managers, trained construction personnel on environmental permit conditions, monitored water quality, conducted pre-activity surveys, monitored installation and removal of the dewatering and diversion system, monitored active nests, and implemented nest deterrence measures. She was approved under the Federal Highways Administration's Federal Aid Program (8-8-10-F-58) Programmatic Biological Opinion) to relocated CRLF. She helped to relocate a juvenile steelhead from the project site during dewatering activities, under the authorization of National Marine Fisheries Service (NMFS) Biological Opinion (BRLS-5016(050)).

Camp Roberts Programmatic Biological Assessment, San Luis Obispo and Monterey County, California.

Ms. Berry was awarded the contract to update the Programmatic Biological Assessment of the Camp Roberts military installation's activities. Ms. Berry has prepared the administrative draft that addresses the effects of military activities on four species protected under FESA.

Guadalupe Restoration Project, San Luis Obispo County, California. Ms. Berry managed a team of six biologists to comply with over 1,200 ecological permit conditions. Ms. Berry worked closely with regulatory representatives from the County of San Luis Obispo, California Department of Fish and Wildlife (CDFW), USFWS, and California Coastal Commission to achieve project compliance with permit conditions. She adhered to a multi-agency approved Wetland Restoration and Mitigation Plan through planting, photopoint monitoring, and vegetation sampling. Ms. Berry has managed the seed collection, propagation, and replacement planting of three California threatened and endangered plants. Ms. Berry was authorized by the project's Biological Opinion, to handle CRLF, conduct quarterly eyeshine surveys, and perform annual egg mass surveys and to relocate tidewater goby during crayfish trapping activities. Ms. Berry implemented a successful migratory bird monitoring program that enabled construction activities to proceed with minimal disruptions during the nesting season.

Public Works Railroad Safety Trail, City of San Luis Obispo, California. Ms. Berry conducted a biological survey of the proposed trail alignment and prepared a Natural Environment Study (Minimal Impacts) for the City of San Luis Obispo and the California Department of Transportation. The biological survey included identification of vegetation types, rare plants, and wildlife habitat.

San Ardo Energy Project, Monterey County, California. Ms. Berry managed the biological assessment of an area of the San Ardo oil field. Ms. Berry organized and participated in biological resource surveys that included vegetation type mapping, oak tree inventory, protocol San Joaquin kit fox surveys, and protocol CRLF surveys. She prepared a biological resource survey report, mitigation cost analysis, and species-specific protocol survey reports.

San Luis Obispo Tank Farm Restoration Project (Project), San Luis Obispo County, California. Ms. Berry managed biological pre-activity surveys and biological monitoring during remediation and restoration at the Project site. These activities included protocol-level CRLF surveys, nesting bird surveys, and nesting deterrent deployment within the Project site.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

Wetland Delineation Training, Wetland Training Institute, 2016

Measuring and Monitoring Plant Populations, California Native Plant Society, 2012

California Tiger Salamander Workshop, 2009

CRLF Workshop, 2008

Coursework in zoology and ornithology, Santa Barbara City College, Spring 2006

Geology Field Course, University of Pennsylvania, Red Lodge, Montana. June 2003

Comparative Ecology, School of International Training, Ecuador. Spring 2003

**PROFESSIONAL
AFFILIATIONS:**

California Native Plant Society, Member

Central Coast Wildlife Society, Member

Crystahl Taylor

Senior Project Manager

EDUCATION: B.S. Natural Resources Management, California Polytechnic State University, San Luis Obispo, 2000. Concentration: Wildlife Biology

EXPERIENCE: Ms. Taylor joined Padre Associates in 2011 and has over 21 years of professional experience as an environmental specialist and manager of environmental projects involving the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Ms. Taylor is the manager of the San Luis Obispo's Environmental Sciences Group. Ms. Taylor specializes in the management and preparation of CEQA and NEPA environmental documents. In addition, Ms. Taylor specializes in regulatory agency permitting involving the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the California Coastal Commission (CCC). She is experienced with the management and coordination of projects involving Caltrans Local Assistance such as bridge replacement and road realignment projects. She is also experienced in permitting and compliance management for coastal and offshore projects involving the California State Lands Commission (CSLC).

Representative projects Ms. Taylor has managed or assisted with include:

Highway 120 Lodging Hospitality Project, Tuolumne County, California. Ms. Taylor is currently the Project Manager in support of the Initial Study/Mitigated Negative Declaration for the Highway 120 Lodging Hospitality Project (Project). The Project's development includes 200 guest suite accommodations, lodge, market and bar, pool and pool house, soaking tubs, and an events space located on State Route 120 in the Big Oak Flat area near Groveland, Tuolumne County. Ms. Taylor is also managing the preparation and submittal of the regulatory agency permits required for the Project including a Nationwide Permit from ACOE, a Water Quality Certification from RWQCB, and a Lake or Streambed Alteration Agreement from CDFW.

Camp Roberts High Water Bridge Project, Camp Roberts, California. Ms. Taylor is currently the Project Manager in support of the joint NEPA/CEQA environmental document for the Camp Roberts High Water Bridge Project (Project). The Project includes constructing a joint access road and pier foundation repair of the existing High Water Bridge. Padre will prepare the joint environmental document with assistance and review from the California Army National Guard (CA ARNG) environmental staff and the National Guard Bureau (NGB-ILE). Ms. Taylor is also managing the preparation and submittal of the regulatory agency permits required for the Project including a Nationwide Permit from ACOE and a Water Quality Certification from RWQCB.

City of San Luis Obispo Railroad Safety Trail Project – Taft Street to Pepper Street, San Luis Obispo, California. Ms. Taylor was the environmental Project Manager for the City of San Luis Obispo Railroad Safety Trail Project. Ms. Taylor managed preparation of the technical studies, as required by Caltrans, for the Project including a Natural Environment Study-Minimal Impact, Section 106 Documentation, Initial Site Assessment, and the Noise Study Report. Ms. Taylor also managed and prepared the Mitigated Negative Declaration for the project.

Dynegy Morro Bay Power Plant Marine Terminal Decommissioning Project, Morro Bay, California. Ms. Taylor was the Assistant Project Manager in support of the Morro Bay Power Plant Marine Terminal Decommissioning Project. Ms. Taylor assisted in the revision of the Project Execution Plan for the decommissioning project. She managed the preparation of the Mitigated Negative Declaration for the project in accordance with CEQA on behalf of the CSLC. She also applied for and obtained the CCC Coastal Development Permit, ACOE Nationwide Permit Authorization, RWQCB Water Quality Certification, and the CDFW Operation of Law Letter for pipeline removal.

East Cat Canyon Oil and Gas Exploration Plan, Santa Barbara County, California. Ms. Taylor was the Assistant Project Manager in support of an Oil Field Redevelopment Project Plan located in the East Cat Canyon Oil Field, Santa Barbara County, California. Ms. Taylor was the permitting coordinator for various stages of the Project, and coordinated the compilation of permit applications for various resource agencies including the ACOE, RWQCB, CDFW and USFWS. Ms. Taylor also provided assistance through the Environmental Impact Report (EIR) process and assisting in responding to the questions raised by the EIR consultant. In addition, Ms. Taylor assisted with other components of the Project such as agency correspondence, meeting attendance, scheduling, and reporting.

Chevron San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo, California. Ms. Taylor was the Assistant Project Manager in support of the remediation and restoration activities at Chevron's San Luis Obispo Tank Farm property. The project's environmental issues included wetlands, endangered species, rare plants, airport compatibility, historical resources, traffic and transportation, hydrology, recreation, land use compatibility, human and ecological risk mitigation, deed restrictions on future uses, and groundwater quality. Ms. Taylor coordinated with the agencies for the proposed remediation and restoration components of the project and received the following agency permits: Nationwide Permit Authorization from the ACOE, Water Quality Certification from the RWQCB, Streambed Alteration Agreement from CDFW, and Section 7 Biological Opinion from the USFWS and NMFS. In addition, Ms. Taylor assisted with other components of the project such as agency correspondence, meeting attendance, scheduling, and reporting.

PROFESSIONAL AFFILIATIONS:

Channel Counties Chapter, Association of Environmental Professionals, member
Channel Counties Chapter, Association of Environmental Professionals, Board of Directors, Student Membership Chair (2011-2012)

Resume

Christina Santala

Project Biologist

EDUCATION: B.S. Biological Sciences, California Polytechnic State University, San Luis Obispo, 1988.

EXPERIENCE: Ms. Santala joined Padre Associates, Inc. in April 2007 and has over 25 years of experience in the environmental field. Ms. Santala specializes in botany and ecological restoration of upland, riparian, and wetland habitats associated with utility pipeline and facilities decommissioning, oil field exploration, development, and remediation, bridge replacement and improvement, residential development, and streambed alteration projects. In addition, Ms. Santala is experienced in conducting aquatic resources delineations and jurisdictional determinations in accordance with the United States Army Corps of Engineers (ACOE) guidelines.

Representative projects Ms. Santala has managed and assisted with include:

San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo County, California. Ms. Santala was involved with this soil remediation and habitat restoration project for over ten years and served as lead restoration ecologist for initial restoration activities. Ms. Santala assisted with and managed baseline botanical inventory surveys, rare plant surveys and mapping, vegetation type identification and mapping, rare plant seed collection, planting and seeding, noxious/invasive plant management, temporary irrigation system design, restoration plan development, design, and implementation, and restoration monitoring.

Cuyama River Tanker Spill Restoration Project, Santa Barbara and San Luis Obispo Counties, California. Ms. Santala conducted biological baseline surveys and developed and implemented the habitat restoration and mitigation plan. Specific tasks included rare plant and botanical inventory surveys, vegetation classification and mapping, development of mitigation strategies and restoration performance criteria focused on establishment of riparian habitat, vegetation rapid assessment protocol surveys, report writing, and is currently involved with restoration site monitoring and adaptive management.

Air Park Drive Bridge Replacement Project, San Luis Obispo County, California. Ms. Santala assisted with the botanical component of this bridge replacement project located in the community of Oceano, San Luis Obispo County, California. Specific tasks included an aquatic resources delineation survey following ACOE guidelines, botanical inventory, vegetation type assessment and mapping, jurisdictional, and associated research and reporting.

Highway 120 Lodging Project, Tuolumne County, California. Ms. Santala completed the biological technical reports used for CEQA documentation in support of the environmental permitting for this development project. Specific tasks included biological resources assessment field survey, aquatic resources delineation survey, and oak tree inventory and all associated reporting, and preparation of technical responses during the CEQA review period.

Resume

Various Residential Biological Survey Assessments, San Luis Obispo County, California. Ms. Santala has completed numerous biological resources assessment surveys for small residential development projects to document the existing biological resources and to determine the for potential special-status plants and wildlife to occur within the subject properties. Specific tasks included desktop review and database research, field surveys, use of Global Positioning System unit for mapping, report writing including preparation of avoidance and minimization and mitigation measures to protect special-status resources.

U.S. Highway 101 Clark Avenue and Northbound Interchange Improvement Project, Santa Barbara County, California. Ms. Santala managed and assisted with the environmental permit compliance and onsite biological monitoring for the project, which involved removal and construction of highway interchange ramps. Activities completed included pre-project habitat assessment and special-status wildlife surveys, pre-activity surveys of habitat areas prior to initial ground disturbances, periodic biological monitoring, and associated reporting. Onsite monitoring focused on potentially occurring special-status wildlife species including American badger, silvery legless lizard, coast horned lizard, and nesting birds.

East Cat Canyon Oil and Gas Exploration Project, Santa Barbara County, California. Ms. Santala completed numerous field surveys and desktop analyses for this oil and gas exploration project. Specific tasks included wetland delineation and jurisdictional determinations, site-wide botanical inventory, California Native Plant Society (CNPS)/California Department of Fish and Wildlife (CDFW) vegetation rapid assessment protocol surveys, vegetation mapping, rare plant surveys, oak tree inventory, restoration plan and oak tree replacement plan development, and associated reporting and permitting assistance.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

CDFW Plant Voucher Collecting Permit 2081(a)-21-016-V.

Rare Pond Species Survey Techniques Workshop (California red-legged frog, California tiger salamander and southwestern pond turtle), Laguna de Santa Rosa Foundation, 2008.

Flowering Plant Families Workshop, Jepson Herbarium, 2010.

Manual of California Vegetation Second Edition Workshop, California Native Plant Society, 2012.

Soil Morphology and Hydric Soils Workshop, California Native Plant Society, 2015.

Wetland Delineation Workshop, Jepson Herbarium, 2015.

**PROFESSIONAL
AFFILIATIONS:**

California Native Plant Society, member.

Robert F. Hoover Herbarium, California Polytechnic State University; volunteer.

Michaela Craighead

Project Biologist

EDUCATION: B.S. Biology, California Polytechnic State University, San Luis Obispo, 2009.
Concentration: Marine Science and Fisheries

EXPERIENCE: Ms. Craighead joined Padre in 2011 and has ten years of experience as a field biologist and environmental consultant. Ms. Craighead focus has been primarily in aquatic and marine biology. Ms. Craighead has previously conducted mitigation monitoring of protected terrestrial and marine species, but now her primary focus is preparing permit applications for federal and state agencies, and CEQA documents (Initial Studies and Mitigated Negative Declarations [IS/MND]), technical environmental documents, wildlife contingency plans. In addition, Ms. Craighead conducts biological resource surveys and habitat assessments, including protocol-level for protected species. Ms. Craighead field experience extends to both onshore and offshore construction projects, as well as numerous remediation and restoration sites. In addition, Ms. Craighead was approved as a Protected Species Observer by the National Oceanic and Atmospheric Administration (NOAA) in 2012 and holds a U.S. Fish and Wildlife Service (USFWS) 10(A)(1)(a) Recovery Permit for Large Branchiopods.

Representative projects Ms. Craighead has participated in include:

Dynegy Morro Bay Power Plant Decommissioning, San Luis Obispo County. Ms. Craighead responsibilities on the project included marine environmental consulting and marine wildlife monitoring services, and preparing the CEQA document (IS/MND) for the offshore decommissioning of power plant pipelines offshore San Luis Obispo County. Ms. Craighead conducted hydroacoustic sampling of noise levels related to dynamic pipe ramming (DPR) operations and consulted with NMFS for the protection of marinemammals during project activities that produced hazardous noise. Hydroacoustic sampling was conducted with a Reson TC hydrophone, a SpectraDAQ-200 for data acquisition, and the SpectraPlus-SC software. In support of onshore decommissioning activities, Ms. Craighead participated in the relocation of native fish species, including tidewater goby, from the Morro Creek lagoon. Under the supervision of a USFWS-permitted biologist, Ms. Craighead captured and relocated thousands of juvenile and adult tidewater gobies. Dates of service: September 2018 to October 2018.

Marsh Street Bridge Reconstruction Project, City of San Luis Obispo, California. Ms. Craighead supported the environmental compliance monitoring for the project and conducted pre-construction nesting bird surveys and nesting raptor monitoring. Ms. Craighead was approved by the United States Fish and Wildlife Service (USFWS) to independently survey for and relocate California red-legged frog prior to and during diversion and dewatering activities. Ms. Craighead also installed block nets and conducted passive relocation of steelhead prior to dewatering activities to avoid significant impacts to federally protected fish. In addition, Ms. Craighead was the biological monitor during bridge demolition and conducted water quality monitoring for the project. Dates of service: February through November 2020.

Port San Luis Avila Pier Rehabilitation Project, Avila Beach, San Luis Obispo County. Ms. Craighead prepared the federal Biological Assessment and Essential Fish Habitat Assessment to support federal permit applications for the project. In addition, due to the repair and maintenance nature of the project, Ms. Craighead prepared the Notice of CEQA exemption. Dates of Service: February 2017 through Present.

San Luis Obispo Tank Farm Remediation, Restoration, and Development Project, San Luis Obispo County, California. In support of the Biological Assessment for the project, Ms. Craighead participated in several protocol-level surveys for both state and federally protected species including, California Red-legged frog (*Rana draytonii*), burrowing owl (*Athene cunicularia hypugaea*), and large vernal pool branchiopods (*Branchinecta* sp., *Streptocephalus woottoni*, *Lepidurus packardii*). In addition, Ms. Craighead managed the Surface Hydrocarbon Inspection and Monitoring Program for two years which consisted of weekly surveys for oiled wildlife, and if found, the rescue and recovery of oiled wildlife under the guidance of the California Department of Fish and Wildlife (CDFW). As the USFWS-approved biologist, Ms. Craighead oversees the construction of vernal pool fairy shrimp (*Branchinecta lynchi*) restoration habitat and conducts wet season monitoring surveys. Dates of service: December 2013 through Present.

California Resources Petroleum Corporation Grubb Lease Decommissioning, Ventura County, California. Ms. Craighead completed marine SCUBA biological resources surveys of intake and outfall pipelines proposed for removal. Ms. Craighead documented the type and location of marine plants, macro-epifauna, and fish associated with the habitats within the project area to avoid impacts to these habitats. In addition, Ms. Craighead helped prepare the project's CEQA document (IS/MND) and technical documents to support federal and state permit applications. Dates of service: November 2018 to March 2020.

**CERTIFICATIONS,
PERMITS AND
TRAINING:**

USFWS Section 10(A)(1)(a) recovery permit for federally listed branchiopods (fairy shrimp and tadpole shrimp (Permit No. TE-13636B-1)

American Academy of Underwater Sciences Scientific Diver and National Association of Underwater Instructors Master SCUBA Diver, 2015.

eDNA: A Practical Workshop, presented by the Western Section of the Wildlife Society, Genidaqs, and WRA. 2019.

Divers Alert Network CPR/AED and First Aid and Emergency Oxygen Administration for Diving Accidents Certified, 2019.

Standards of Training Certifications and Watchkeeping Certified Personal Survival Techniques, Cal Maritime Academy, 2018.

California Red-Legged Frog Workshop, presented by Trish Tartarian, 2014. Western Burrowing Owl Workshop, presented by Dr. Lynn Trulio, 2014.

Fairy Shrimp of California Identification Course, presented by Mary S. Belk, 2013.

**PROFESSIONAL
AFFILIATIONS:**

California Central Coast Chapter of the Wildlife Society, member

Shannon Gonzalez

Project Biologist

EDUCATION: B.S. Biological Sciences, California Polytechnic State University, San Luis Obispo, 2013. Concentration: Ecology

EXPERIENCE: Ms. Gonzalez joined Padre Associates, Inc. in 2013 and has eight years of experience as a field biologist. She is responsible for conducting biological resource surveys and environmental/construction monitoring, and for the preparation of biological resources reports, environmental permit applications, and support documents for a range of projects within San Luis Obispo, Santa Barbara, Monterey, Kern, and Fresno Counties. Her field experience includes comprehensive biological resource surveys, nesting bird surveys, construction monitoring, burrow excavation, wildlife relocation, oiled wildlife response, and surveys for various federally and/or state-protected wildlife species such as California red-legged frog (CRLF), blunt-nosed leopard lizard (BNLL), San Joaquin kit fox (SJKF), burrowing owl, California tiger salamander (CTS), and San Joaquin antelope squirrel.

Representative projects Ms. Gonzalez has participated in include:

County of San Luis Obispo Environmental Monitoring for the Oak Shores Development Project (January – July 2021). Ms. Gonzalez provided compliance monitoring for the Oak Shores project site to ensure that all applicable environmental mitigation measures from the County’s conditions of approval were implemented throughout the project duration. She completed the initial site walk with project engineers and contractors prior to start of 2021 work activities to discuss environmental concerns and solutions, and regularly coordinated with project engineers as work progressed at the site.

Chevron North America Exploration and Production, San Ardo Oil Field Salinas River Vegetation Maintenance Project, Monterey County (2018-2021). Ms. Gonzalez conducted construction monitoring and annual eagle roosting surveys along the Salinas River in support of regular vegetation maintenance, and completed the associated documentation and reports in accordance with the project’s CDFW Streambed Alteration Agreement. Over the past four years, Ms. Gonzalez has identified juvenile and adult bald eagle, red-tail hawk, northern harrier, and osprey during surveys and monitoring at the site.

Chevron Environmental Management Company, San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo County (2014 – 2018). Ms. Gonzalez conducted construction monitoring over four years for remediation activities at the project site. In addition, she participated in annual pre-activity surveys which were focused on California red-legged frog (CRLF), burrowing owl, nesting birds, raptors, and special-status plants. Ms. Gonzalez also observed and documented the activity of several nesting birds and numerous raptors during surveys and monitoring at the site, including but not limited to burrowing owl, golden eagle, bald eagle, white-tailed kite, and northern harrier.

Dynegy; Morro Bay Power Plant Decommissioning Project – San Luis Obispo County (September – November 2018). Ms. Gonzalez conducted onshore environmental monitoring for power plant pipeline abandonment and removal

activities in Morro Bay, California. Monitoring included continuous communication with work crews to avoid and/or minimize impacts to surrounding sensitive resources including the Pacific Ocean, dune scrub/beach habitat, and Morro Creek. In support of onshore pipeline removal, Ms. Gonzalez assisted with tidewater goby pre-activity surveys and native fish relocation, including tidewater goby, within Morro Creek under the supervision of a USFWS-approved biologist.

Chevron North America Exploration and Production San Ardo Oil Field Biological Constraints Analysis, Monterey County (2016). In support of the project biological resources analysis, Ms. Gonzalez participated in USFWS protocol-level surveys for CRLF along a four-mile stretch of the Salinas River within the San Ardo Oil Field. No CRLF were observed during these surveys; however, Ms. Gonzalez observed and/or heard several amphibian and reptile species during this time, including western spadefoot, Sierran treefrog, American bullfrog, and southwestern pond turtle. Ms. Gonzalez handled one western spadefoot toad during CRLF surveys for this project.

Chevron Environmental Management Company, Chevron North American Exploration and Production, and Seneca Resources Corporation; various projects – Kern, Kings, and Fresno Counties, California (2014 – present). Ms. Gonzalez has assisted with seven years of protocol-level blunt-nosed leopard lizard (BNLL) surveys for various projects within Kern, Kings, and Fresno Counties and has led surveys as a Level II BNLL surveyor since 2018. During these surveys, Ms. Gonzalez has observed several reptile species including but not limited to BNLL, western side-blotched lizard, California whiptail, San Joaquin coachwhip, northern Pacific rattlesnake, and Pacific gophersnake. Other wildlife observed incidentally but regularly during surveys include San Joaquin kit fox, burrowing owl, and Swainson’s hawk.

AERA Energy, LLC; East Cat Canyon Oil Field Redevelopment Project – Santa Barbara County, California (2014 – 2017). Ms. Gonzalez participated in California tiger salamander (CTS) upland habitat and aquatic surveys for this project for three years and identified and/or handled several common amphibians and reptiles during that time, including, but not limited to, western spadefoot, western toad, Baja California treefrog, black-bellied slender salamander, western side-blotched lizard, and Skilton’s skink.

TRAINING:

- Western Burrowing Owl Workshop, Elkhorn Slough Coastal Training Program, 2014
- California Tiger Salamander Workshop, Elkhorn Slough Coastal Training Program, 2015
- San Luis Obispo (SLO) County Biological Report Guidelines Workshop, County of SLO Planning Department, 2015
- San Joaquin Kit Fox Workshop, California Central Coast Chapter of the Wildlife Society, 2016
- Blunt-Nosed Leopard Lizard Workshop, San Joaquin Valley Chapter of the Wildlife Society, 2018
- Rattlesnake Safety Workshop, Central Coast Snake Services, 2020

PROFESSIONAL AFFILIATIONS:

California Central Coast Chapter and San Joaquin Valley Chapter of the Wildlife Society, member

Natalie Goetz

Staff Planner

EDUCATION: B.S. Biology with a Concentration in Marine Science and a Minor in Sustainability, San Diego State University, San Diego, 2019.

EXPERIENCE: Ms. Goetz joined Padre Associates in October of 2021 and has over 4 years of professional experience with two universities and an environmental consulting firm as a lab and field technician. She is a certified Protected Species Officer (PSO) through MPSC and has worked on multiple projects involving the U.S Army Corps of Engineers (ACOE) subject to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). She has conducted pre-construction and post-construction biological surveys for a variety of projects in compliance to the mitigation plans specified in the environmental documents. With Padre, Ms. Goetz is currently drafting environmental documents and ensuring environmental compliance for multiple projects across counties from Central to Northern California.

Representative projects Ms. Goetz has worked on include:

Highway 120 Lodging Hospitality Project, Tuolumne County, California. Ms. Goetz is currently a Staff Planner in support of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Highway 120 Lodging Hospitality Project (Project). The Project's development includes 200 guest suite accommodations, lodge, market and bar, pool and pool house, soaking tubs, and an events space located on State Route 120 in the Big Oak Flat area near Groveland, Tuolumne County.

Camp Roberts High Water Bridge Project, Camp Roberts, California. Ms. Goetz is currently a Staff Planner in support of the joint NEPA/CEQA environmental document for the Camp Roberts High Water Bridge Project (Project). The Project includes constructing a joint access road and pier foundation repair of the existing High Water Bridge. Padre will prepare the joint environmental document with assistance and review from the California Army National Guard (CA ARNG) environmental staff and the National Guard Bureau (NGB-ILE).

PG&E L123 L-130 Replacement Project, Sacramento and Solano Counties, California. Ms. Goetz is currently assisting the California State Lands Commission (CSLC) as a Staff Planner for Padre in the preparation of the Draft IS/MND for the decommissioning/replacement of pipeline spanning the Sacramento River across two counties in Northern California. She is working with project management to ensure environmental compliance to CSLC standards. Ms. Goetz is predominantly working on the Hydrology, Hazards and Hazardous Materials, and Geology, Soils, and Paleontological Resources sections of the document, ensuring compliance with the General Plans of both counties.

Naval Base San Diego Pier 8 Demolition and Reconstruction Project, San Diego, California. While employed at Merkel and Associates, Ms. Goetz was the PSO during the demolition and reconstruction phases for the modernization of Pier 8 for U.S Navy usage. Her duties were to work alongside Manson construction company, maintaining

continuous monitoring and to provide verbal permission for every pylon that was removed/installed.

San Diego Bay Maintenance dredging Project, San Diego, California. While employed at Merkel and Associates, Ms. Goetz was the PSO for the maintenance dredging project throughout San Diego Bay involving ACOE. Her duties were to work alongside dredgers and report any animal sightings and determine level of impact.

San Diego Bay Habitat Valuation Study, San Diego, California. While employed at Merkel and Associates, Ms. Goetz assisted in the valuation study of habitat production as it relates to depth in San Diego Bay (SDB) involving the U.S. Navy. Associated with new project construction, this study relates unvegetated bottom productivity with that of eelgrass habitat to determine how future projects will affect the long-established “mitigation bank” pursuant to eelgrass habitat remediation. Ms. Goetz participated in sediment collection from multiple sites in SDB and categorized invertebrates microscopically for data collection.

**CERTIFICATIONS
AND TRAINING**

“CEQA Training” Certification, University of California San Diego Extension, San Diego, 2021.

**PROFESSIONAL
AFFILIATIONS:**

California San Diego Chapter, American Planning Association, member #392908

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction

of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

Consultant will provide the District 30 days' notice of any cancellation, change, or modification of coverage that would impact the Consultant's obligations pursuant to this Agreement.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles *in excess of \$40,000* on any portion of the insurance required herein. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

**4.G. Consent Agenda Items:
APPROVAL OF CONTRACT AMENDMENT(S) WITH DUDEK, LLC RELATED
TO THE COASTAL HAZARD RESPONSE PLAN (CHRP).**



CONSENT AGENDA ITEM STAFF REPORT

ITEM 4.G. APPROVAL OF CONTRACT AMENDMENT(S) WITH DUDEK, LLC RELATED TO THE COASTAL HAZARD RESPONSE PLAN (CHRP).

Summary:

The District and Dudek hereby amend the Consultant Agreement to preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in Exhibit C (General Terms and Conditions) and Exhibits D/D1 (Special Terms and Conditions) of the Grant Agreement.

Recommendation:

GES Staff is asking that the Board approve the contract amendment.

Enc: Contract Amendments with Dudek, LLC.

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

WHEREAS, on or about November 2, 2021, the San Simeon Community Services District (“District”) and Dudek executed an agreement for services (“Consultant Agreement”) as identified in Section 2 of the Consultant Agreement; and

WHEREAS, the District and Dudek wish to amend the Consultant Agreement to include requirements of the California Coastal Commission’s (“Commission”) LCP Grant Agreement with the District (“Grant Agreement”) as they relate to the Consultant Agreement; and

WHEREAS, Section 23 of the Consultant Agreement provided any amendments to the Consultant Agreement were to be in writing.

NOW, THEREFORE, the parties hereto agree as follows:

1. The District and Dudek hereby amend the Consultant Agreement to preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in Exhibit C (“General Terms and Conditions”) and Exhibits D/D1 (“Special Terms and Conditions”) of the Grant Agreement. A copy of the General Terms and Conditions and the Special Terms and Conditions are attached hereto as Exhibits “1” and “2”.
2. The District and Dudek hereby acknowledge the Commission’s and the California Climate Investments’ support of the District’s LCP grant project as well as the rights, interests, and obligations created by Section 2 (LCP Terms and Conditions - Acknowledgment) of Exhibit D1 of the Grant Agreement which identify the Commission and the California Climate Investments as third-party beneficiaries of those provisions. The Commission and the California Climate Investments shall have the right to republish any material generated as a result of the Grant Agreement.
3. All other terms of the Consultant Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Consultant Agreement to be executed the day and year below written.

SAN SIMEON COMMUNITY SERVICES DISTRICT

DUDEK

By: _____
Gwen Kellas, Chairperson

DocuSigned by:
Joseph Monaco
By: _____
61A13CB5E28E43E
Joseph Monaco, President/CEO

Date: _____

Date: 7/11/2022 | 4:19:04 PM PDT

Attest:

Charles Grace, General Manager

Approved As To Form:



Jeffrey Minnery, District Counsel

EXHIBIT 1 TO AMENDMENT

[General Terms and Conditions
of Grant Agreement – Exhibit C]

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. **CERTIFICATION CLAUSES:** The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.

9. **TIMELINESS:** Time is of the essence in this Agreement.

10. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. **ANTITRUST CLAIMS:** The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney

EXHIBIT C

General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

13. **CHILD SUPPORT COMPLIANCE ACT**: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new

EXHIBIT C

employees to the New Hire Registry maintained by the California Employment Development Department.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT 2 TO AMENDMENT

[Special Terms and Conditions
of Grant Agreement – Exhibits D/D1]

EXHIBIT D**Special Terms and Conditions****1. PROJECT EXECUTION:**

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$130,000 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee

EXHIBIT D

of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking contractors and/or consultants under this Agreement should select those contractors/consultants pursuant to a competitive bidding process if services exceed the amount of \$2,500.00. In the absence of bidding, adequate justification must be provided. Grantees seeking consultants to perform grant-related tasks and services shall select all consultants pursuant to a bidding and procurement process that complies with all applicable laws.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance to the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California

EXHIBIT D

Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (i.e. is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees purchasing any articles, supplies, or equipment under this Agreement exceeding the cost of \$2,500.00 per purchase order shall select those items pursuant to a process that seeks three competitive quotations. In the absence of bidding adequate justification must be provided.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any

EXHIBIT D

unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the “INDEMNIFICATION” and “AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING” clauses of the General Terms and Conditions (EXHIBIT C), and in the “ACKNOWLEDGMENT” and “WORK PRODUCT” clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1**Local Coastal Program (LCP) Terms and Conditions****Definitions**

1. The terms “Air Resources Board”, “California Air Resources Board”, or the acronym “CARB” refer to the California Air Resources Board.
2. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
3. The term “California Climate Investments” or the acronym “CCI” all refer to the California Climate Investments program, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. <https://ww2.arb.ca.gov/our-work/programs/california-climate-investments>.
4. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 3.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30> and <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>
5. The term “Greenhouse Gas Reduction Fund” or the acronym “GGRF” all refer to the Greenhouse Gas Reduction Fund. https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/2018-funding-guidelines.pdf?_ga=2.117664137.1287993031.1543248408-696453445.1536613225.
6. The term “LCP” refers to Local Coastal Program.
7. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
8. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s adopted list of state income limits. <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

EXHIBIT D1

9. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
10. The term “Other Sources of Funds” ; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
11. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*
12. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
13. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 6” refers to the Commission’s sixth and current round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.

EXHIBIT D1

19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s sea level rise guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

LCP Terms and Conditions**1. PURPOSE OF GRANT FUNDING**

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission’s and the California Climate Investments’ support of the project, the Commission’s and the California Climate Investments’ name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. The email info@caclimateinvestments.ca.gov shall be included on any distribution lists and @CAClimateInvest shall be posted on websites. The Grantee shall use the following standard funding language on websites and in announcements, press releases, and publications:

The San Simeon Community Services District Coastal Hazards Response Plan is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission and the California Climate Investments as third-party beneficiaries of those provisions. The Commission and the California Climate Investments shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (i.e. project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission and the California Climate Investments as set forth in this section. The Commission and California Climate Investments shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission and the California Climate Investments are granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from

EXHIBIT D1

the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission and the California Climate Investments as third-party beneficiaries of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks of the Project.

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

EXHIBIT D1**7. INSURANCE**

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. General Liability: (Including operations, products and completed operations, as applicable) | <p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit.</p> |
|--|---|

EXHIBIT D1

- | | |
|--------------------------|---|
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
|--------------------------|---|

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.

F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. CALIFORNIA CLIMATE INVESTMENTS REPORTING

Upon request by the Grant Manager and in accordance with the reporting requirements under EXHIBIT B1, the Grantee shall complete and submit to the Commission the

EXHIBIT D1

following reporting templates for the purpose of reporting under the California Climate Investments program: Co-Benefit Assessment Methodologies for the purpose of estimating economic, environmental, and public health benefits of the project; Greenhouse Gas Emissions Reduction Assessment Methodologies for the purpose of estimating reductions to greenhouse gas emissions attributed to the project; and Evaluation Criteria for the purpose of identifying direct, meaningful, and assured benefits that the project provides to disadvantaged and low-income communities (also known as priority populations as defined by the California Climate Investments Program). All Assessment Methodology templates and Evaluation Criteria templates shall be provided by the Commission to the Grantee to complete and submit to the Commission, as required herein. The Commission retains the right to request submittal of additional, supporting information related to the reporting requirements herein.

9. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's Sea Level Rise Policy Guidance document⁴ to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

10. VULNERABILITY ASSESSMENTS

In addition to the general recommendations contained within the Coastal Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, Vulnerability Assessments shall include: (1) storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of sediment management and beach nourishment, and (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including *Rising Seas in California* (Griggs et al. 2017),⁵ the most recently adopted update to the State Sea Level Rise Guidance, and the most recent version of the [Safeguarding California Plan](#)⁶. These scenarios and topics should be modelled or

⁴ *California Coastal Commission Sea Level Rise Policy Guidance 2018. Available.*

https://documents.coastal.ca.gov/assets/slr/guidance/2018/0_Full_2018AdoptedSLRGuidanceUpdate.pdf

⁵ California Ocean Protection Council Science Advisory Team Working Group 2017. Available:

<http://www.opc.ca.gov/webmaster/ftp/pdf/docs/rising-seas-in-california-an-update-on-sea-level-rise-science.pdf>

Accessed 28 July 2017.

⁶ Safeguarding California Plan: 2018 Update.

<http://resources.ca.gov/docs/climate/safeguarding/update2018/safeguarding-california-plan-2018-update.pdf>

Accessed 17 December 2018.

EXHIBIT D1

quantitatively analyzed where feasible and applicable, or at a minimum thoroughly discussed in a qualitative manner. Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the [2018 Ocean Protection Council Guidance](#) and the Coastal Commission's [Sea Level Rise Policy Guidance Update](#) adopted November 2018, which both provide recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

11. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

12. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

EXHIBIT D1

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

5.A. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.A. DISCUSSION AND REVIEW OF HARDSHIP WAIVER REQUESTS RELATED TO REQUEST FOR WATER WILL SERVE LETTERS.

Summary:

Currently there are four (4) water will serve hardship requests from property owners. The hardship requests are attached hereto.

This item is presented to the Board for discussion and direction to staff. Hardship section from Ordinance 102 is presented below:

Any person aggrieved by this moratorium law may file a hardship application for relief from such moratorium, which application shall be determined by the Board of Directors after public hearing and considering such factors as the Board may deem appropriate considering the purposes of the enactment of this law, including but not limited to: (1) nature and extent of financial hardship, (2) extent of proposed usage of water, (3) existence of suspected environmental problems within the vicinity of the applicant, (4) amount of removal of vegetation, (5) amount of traffic to be generated, (6) the general magnitude of potential adverse environmental impacts, (7) potential storm water generation, (8) whether the subject property has the potential for re-zoning, and (9) such other factors as may be significant relative to the individual property and circumstances. The granting of any hardship shall remain in harmony with the general purpose and intent of this ordinance so that the goals hereof can be achieved and substantial justice done. In granting any hardship, the Board may impose such reasonable and additional stipulations and conditions as will in its judgment thus fulfill the purposes of this ordinance.

Recommendation:

The Board may wish to schedule a day for one public hearing to make a hardship determination using the above enumerated criteria above.

Enc: Hardship Waiver Requests: Brajcich; Hurlburt; Marcum; Seifert

Hardship Request – Siefert



Charles Grace <cgrace@graceenviro.com>

HARDSHIP APPLICATION

Seifert Dairy <[REDACTED]>

Mon, Jun 13, 2022 at 5:15 PM

Reply-To: Seifert Dairy <rrjseifert@aol.com>

To: "cgrace@graceenviro.com" <cgrace@graceenviro.com>

Cc: "gkella @ an imeonc d org" gkella @ an imeonc d org , "ddelaro a@ an imeonc d org" <ddelarosa@sansimeoncsd.org>, "mcdon1122@gmail.com" <mcdon1122@gmail.com>, "mpowergiacoletti@gmail.com" <mpowergiacoletti@gmail.com>, "admin@sansimeoncsd.org" <admin@sansimeoncsd.org>

Mr. Charles Grace
General Manager
San Simeon Service District
June 13, 2022

Dear Mr. Grace:

My name is Joy Ann Seifert and I am requesting a hardship exemption under Ordinance 102, Section V, added on your regular Board Meeting agenda of June 6, 2022. I am the owner of a vacant lot located at [9005 Balboa Avenue](#) in San Simeon. My husband and I purchased this parcel more than twenty five years ago with the intention of building our retirement home there. When we first purchased the property I attended several Community Service Board meetings personally and then we hired a consultant, Kathy Novak, in an attempt to obtain water for our dream home. We even spent thousands of dollars to have Cal Poly's engineering team draw up the plans for a totally self-contained residence. The rain water would be collected into a cistern system which would purify it for domestic use and the dish, bath and laundry water was also be treated for use in landscaping, car washing, etc.. All of our efforts over the years have been denied.

I am an 83 year old widow, my husband of 55 years passed away 7 years ago and I currently live by myself on a fixed income. It had been our dream of more than two and a half decades to build our home here! My husband and I had saved every penny to be sure that we could finally have a home of our own to build memories with our daughters (and now granddaughter) If we can acquire sufficient water to finally move forward, it will bring us one step closer to that dream.

I am currently listed in Position Number 6 on Table 3, the Water Wait List. I am requesting one yard meter for minimal low water use plants and one residential hook-up for a single family home. There are no environmental issues with my parcel. There are no trees or bushes on the lot and the only vegetation is some ice plant and native grasses, which are mowed yearly for fire suppression. There will be no major traffic impact or adverse environmental impact from a single family home. We have been saving and planning for decades for our perfect beach home and strongly support the modification of Item I, to Draft a Water Will Serve Letter and begin revisions to District Ordinance No. 102.

I am requesting a Water Will Serve Letter under the Hardship Clause of the Moratorium Ordinance. I would greatly appreciate it if you could acknowledge receipt of this e-mail and give me a date and time for the Public Hearing and Approval by the Board so I can be sure that I remain within the mandatory timeline. If you have any further questions please contact me at the cell phone number listed below or email me at the email address also listed below. Thank you for your kind consideration of this lengthy matter.

Best,

Joy Ann Seifert

Seifert Dairy

[REDACTED]

[REDACTED]

Hardship Request – Marcum

Lloyd Marcum D.D.S. Inc.

Practice Limited to Endodontics



San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

May 22, 2022

Re: Avonne Avenue San Simeon, CA 93452 APN: 013-071-016

Dear Sirs,

Recent changes in the allocation of Will Serve letters for the San Simeon CSD have prompted this letter to you. It apparently has been established that there is sufficient water for all of the applicants on the water service wait list. I am told by Charlie Grace that I am number 12.

Please let this letter serve as an application for service under the "Hardship Application" of section V of ordinance 102:

Considerations under this section include: (1) nature and extent of financial hardship, (2) extent of proposed usage of water, (3) existence of suspected environmental problems within the vicinity of the applicant, (4) amount of removal of vegetation, (5) amount of traffic to be generated, (6) the general magnitude of potential adverse environmental impacts, (7) potential storm water generation (8) whether the subject property has the potential for re-zoning, and (9) such other factor as may be significant relative to the individual property and circumstances. I will address each of these individually for consideration.

1. The nature and extent of the financial hardship is extensive to me, my retirement and my family. The monetary detriment to the property with no water is obvious. I purchased this property with the intent of finding a place to retire with a small Mixed Use development that I would be able to manage and eventually pass down on my death to my heirs. Being unable to develop this property for which it is zoned and intended affects my family in perpetuity. Being unable to fulfill my retirement dreams is a psychological hardship.
2. Based on this and similar projects the water usage should be about 1.4 Acre Feet per year.
3. My plan has been verbally presented to the county without objections. Formal plans will be drawn soon. There are no known environmental problems at this property or the adjacent properties that I am aware of. My undergraduate degree from USC is in Marine Biology. I wrote environmental reports and studies for the marine center. I doubt there will be any concerns.

4. I have maintained the property as required by removing growth for fire concerns. Some native grasses will need to be removed, and there are no indigenous trees on the property. My plans will include copious landscaping with species concurrent with the location of the project and the community.

5. Traffic will be reviewed by the county prior to construction, but I have removed the unsightly traffic that was finding a home on my property and becoming a blight on the community. We need more housing and with this comes some burden to the local traffic.

6. The property is being developed for the zoning as it was intended. Once a favorable response to this submission is granted by the CSD, formal plans will be submitted to the county for environmental review.

7. Storm water will be contained per county regulation and should be able to be contained entirely on site or as required.

8. No re-zoning should be necessary for this site.

Thank you in advance for considering this hardship application. Please enter this letter into the record for future reference and review. I give my permission to make this letter public and/or disclose and read it in open session of the CSD.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Lloyd Marcum", with a long horizontal flourish extending to the right.

Lloyd Marcum DDS
Practice Limited to Endodontics

c: File

Hardship Request - Hurlbert



Charles Grace <cgrace@graceenviro.com>

Hardship Application

Ron Hurlbert <[REDACTED]@[REDACTED].com>

Sun, Jun 12, 2022 at 5:59 PM

To: Charles Grace <cgrace@graceenviro.com>

Cc: Gwen Kellas <gkellas@sansimeoncsd.org>, ddelarosa@sansimeoncsd.org, mcdon1122@gmail.com, mpowergiacoletti@gmail.com, admin@sanimeoncsd.org

Mr. Charles Grace
General Manager
San Simeon Service District

Dear Charlie,

Under Ordinance 102 Section V I am hereby requesting a hardship exemption

I am the owner of vacant land in San Simeon being parcels 1 and 2 of a portion of lot A of San Simeon Rancho.

The parcels are directly across the street from the district office

I am water wait position number 5. I have been on the list since the moratorium was created. I purchased the property 36 years ago.

Without being able to accrue any benefit from my property it has been a financial hardship. I have paid my taxes and have done upkeep on the lot according to policies established by the district. The acts of the district have directly led to my hardship and I am asking the district for relief

I am requesting 6 water hookups (6 units) for low income housing. There will be no environmental impacts with respect to any development on the land. There will be minimal traffic impact as the proposed development will be small affordable housing units. The property has a gentle grade which will require minimal storm water problems for the district. The only vegetation on the lot at this time are the annual grasses which I pay to remove which help with fire protection

I am requesting an immediate hearing on my exemption, which I am required to be given, as stated in the ordinance. Please notify me as to when the hearing will be scheduled. Also, please immediately notify me of your receipt of this email

Thank you for your consideration.

Ron Hurlbert



Hardship Request – Brajich



Charles Grace <cgrace@graceenviro.com>

Hardship Request 0.5 EDUs

Sherry Stuckey <[REDACTED]>

Mon, Jun 20, 2022 at 2:43 PM

To: Michael Donahue <mcdon1122@gmail.com>, "mpowergiacoletti@gmail.com" <mpowergiacoletti@gmail.com>, Charles Grace <cgrace@graceenviro.com>, San Simeon CSD <admin@sansimeoncsd.org>, "ddelarosa@sansimeoncsd.org" <ddelaro a@san imeonc d org >, "gkella @ an imeonc d org" <gkella @ an imeonc d org >
Cc: "cmurguia@graceenviro.com" <cmurguia@graceenviro.com>, San Simeon CSD <admin@sansimeoncsd.org>

Hello Chairperson Kellas, Directors de la Rosa, Donahue, Giacoletti; and General Manager Grace:

At the suggestion of Director Donahue and General Manager Grace, I would like to apply for a hardship exemption to receive 0.5 EDUs for my property situated at [9170 Castillo Drive, San Simeon, CA. 93452](#).

My husband, John and I, have owned the property since 2018. We have cleaned it up and invested much of our savings into it. We built a fence, refurbished the structure with a permit, and we also keep the lot clear of brush. We purchased it so that I could start an Art Gallery | Souvenir shop called Dreaming Owl Barnyard. Here is a link to our website, which is still being formed, so please understand that we don't have a lot of products yet www.DreamingOwlBarnyard. The County of San Luis Obispo approved for us to sell outside "from a vehicle" two days per week on this parcel. We plan on opening soon, and are getting our products ready

Our building was approved separately as a "storage building." Its use is restricted to storage, but, if we had a will-serve letter for a 1/2 bath, we could change the use to a mercantile and offer more services to the community. The required EDU's for this effort would be 0.5.

I was a REALTOR in my pre-Cambria/San Simeon life, and I stopped doing that to develop a new business creating and selling jewelry, art, and souvenirs. I am bootstrapping the business, and this is why I didn't try to place our request on the list sooner — simply because I was putting my cash towards equipment and inventory. I was focusing on setting up production and didn't realize that the water study was underway and that you were working on satisfying the water requirements for the existing list until it was too late.

While I would like to ultimately request an additional 3.3 EDUs for add another barn to expand our retail collection, I understand that this request would be considered after the Members on the existing list would have their allocations granted. I am glad to wait for this, but hope that you are able to grant a will-serve letter for 0.5 EDU's so I can change the use of our storage building to a mercantile which would enable us to offer more services to the community

Please let me know if you have questions, or need additional information to make your decision. If you would like for me to appear at a public hearing, please let me know when

Thank you for your consideration.

Sherry Brajcich



9170 Castillo Drive
San Simeon, CA. 93452

5.B. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.C. DIRECTION TO STAFF REGARDING DISTRICT ORDINANCE NO. 117 AMENDING AND RESTATING THE DISTRICT'S WATER CONSERVATION PLAN.

Summary:

This item was placed on the agenda at the request of Director Donahue. Director Donahue has suggested that he would like the Board to vote to remove this Ordinance. This item was placed on the agenda to allow for Board discussion and to allow District Counsel to provide the Board with information about the Ordinance adoption process.

Enc: Ordinance No. 117
Comments from Director Donahue

Comments from Director Donahue

3. The application of potable water to driveways and sidewalks.
4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
5. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.
6. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
7. The irrigation with potable water of ornamental turf on public street medians.
8. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
9. Operators of hotels and motels shall provide guests the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

~~STAGE ONE WATER SHORTAGE~~
CONSERVATION REQUEST **CONSERVATION REQUEST**

A Stage One Water Shortage will take effect when the Pico Creek stops running to the ocean or when implemented by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the health, safety and general welfare of the public. A Stage One Water Shortage will be lifted when Pico Creek starts running to the ocean or when lifted by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the health, safety and general welfare of the public.

1. Use of water from fire hydrants shall be limited to firefighting and/or activities immediately necessary to maintain the health, safety and welfare of the District.
2. District Potable Water shall be used no more than once per month to wash trailers, boats, mobile homes and other types of mobile equipment, parking areas, buildings, gutters or roofs, except to alleviate immediate fire or sanitation hazards.
3. The washing of automobiles and trucks, with District Potable Water shall be limited to twice per month, provided however, that in recognition of the problem of salt water mist on vehicles due to the proximity of the District to the ocean, minor rinsing is permitted at other times. Minor rinsing shall be limited to using as little water as necessary to remove the mist from the vehicle, and shall not result in more prolonged washing activities.

4. All outdoor irrigation with District Potable Water shall be limited to once per week.

STAGE TWO WATER SHORTAGE CONSERVATION REQUEST

A Stage Two Water Shortage will take effect when current well field levels drop 5% below monthly historical averages for three consecutive weeks or when implemented by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public. A Stage Two Water Shortage will be lifted when Pico Creek starts running to the ocean or when well levels return to average level for two consecutive months or when lifted by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public.

~~In addition to the measures and restrictions set forth in Stage One, the following uses shall be prohibited.~~

1. The use of District Potable Water for the filling, refilling or adding of water to swimming pools, wading pools, or spas shall be limited to the amount necessary to keep the pool equipment operative and to refill for evaporative losses.
2. All outdoor irrigation with District Potable Water shall be limited to twice per month.
3. The washing of automobiles and trucks, with District Potable Water shall be limited to once per month. Minor rinsing is allowed.
4. The use of potable water for construction compaction is prohibited.

STAGE THREE WATER SHORTAGE CONSERVATION MANDATE

A Stage Three Water Shortage will take effect when current well field levels drop 12% below monthly historical averages for three consecutive weeks unless chloride levels monitored at the wells can be found below 250mg/L or when implemented by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public. A Stage 3 Water Shortage will be lifted when Pico Creek starts running to the ocean or when well levels are no more than 5% below monthly historical averages or when lifted by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public. ~~In addition to the restrictions set forth in Stages One and Two,~~ The following uses shall be prohibited:

1. All outdoor irrigation with District Potable Water shall be prohibited.
2. The washing of automobiles and trucks with District Potable Water and rinsing shall be prohibited.

3. Fines will be tripled for violations of Stage 3 restrictions.

SECTION 6. Notices.

The various stages of conservation will be implemented by special mailing or by a notice inserted into the water/sewer bills. ~~Notices will also be posted at the District Office, and Chamber of Commerce, San Simeon Post Office and the San Simeon Community Services District website.~~

OR BY BEING POSTED TO THE SAN SIMEON COMMUNITY SERVICES DISTRICT WEBSITE

SECTION 7. Exceptions.

The General Manager may, in his or her discretion, grant exceptions to the terms of the restrictions, if he or she finds and determines that:

1. The restrictions herein would cause an undue hardship or emergency; or
2. The granting of the exception is necessary to accommodate a documented medical need; or
3. That the granting of the exception will not adversely affect the water supply or service to other existing water customers; or
4. That the granting of the exception is for a public governmental agency and is in the best interest of the public health, safety and welfare; or
5. That the grant of exception is in the best interest of the public health, safety and welfare.

Such exceptions may be granted only upon application in writing. Upon granting any such exception, the general Manager may impose any conditions he or she determines to be just and proper. The terms of any exception shall be set forth in writing. All exceptions granted shall be reported to the Board of Directors at a Board meeting.

An applicant for an exception under this section may appeal the General Manager's decision to the Board of Directors. A request for appeal must be submitted to the District in writing not more than ten days after the General Manager's decision.

SECTION 8. Lifting of Restrictions Imposed During A Water Shortage.

The General Manager shall lift or reduce the restrictions imposed during a water shortage as set forth above when he or she determines, after consultation with the Chairperson of the Board of Directors and such other persons as he or she deems appropriate, that the conditions which caused the ~~shortage~~ have been alleviated. Such action shall be promptly and extensively publicized.

CONSERVATION REQUEST OR MANDATE

WCROM

WCROM

SECTION 9. Notice of Violations and Penalties.

In addition to any other penalty permitted by law, if and when the District becomes aware of any violation of any provision of a Stage One, Stage Two or Stage Three ~~Water Shortage~~ under this Ordinance, a written notice shall be placed on the property where the violation occurred and/or

WCROM

ORDINANCE NO. 117

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AMENDING AND RESTATING THE DISTRICT'S WATER CONSERVATION PLAN

WHEREAS, the Board of Directors of the San Simeon Community Services District ("District") currently has a moratorium on new water connections within the District boundaries, originally established by Ordinance No. 61 and amended by Ordinance No. 63, Ordinance No. 66, Ordinance No. 102, Ordinance 106 and Ordinance 114; and

WHEREAS, the District currently has a Water Conservation Plan set forth in Ordinance No. 114; and

WHEREAS, pursuant to Water Code Section 353, the Board of Directors may adopt such regulations and restrictions on the delivery of water which will conserve the water supply for the greatest public good; and

WHEREAS, on January 17, 2014, the Governor of the State of California declared a state of emergency (the "Proclamation") due to record dry conditions and concerns over the State's dwindling water supplies. The Proclamation states that "local urban water suppliers and municipalities are called upon to implement their local water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season; and

WHEREAS, according to the U.S. Drought Monitor, which is a weekly map of drought conditions that is produced jointly by the National Oceanic and Atmospheric Administration, the U.S. Department of Agriculture, and the National Drought Mitigation Center (NDMC) at the University of Nebraska-Lincoln, as of November, 2016, the District is currently in an "Extreme Drought" condition; and

WHEREAS, on May 11, 2016 the District made available the use of a reverse osmosis treatment facility to improve seasonal water quality deficiencies; and

WHEREAS, the District lacks extended production experience with the reverse osmosis treatment facility; and

WHEREAS, the domestic water quantity and quality for the District may be compromised based upon the continued lack of precipitation and the current water levels in the aquifers that provide the domestic water supply for the District, and specifically that water levels in the Pico Creek are such that the District has determined that the available water quantity and quality may be insufficient to meet demand; and

WHEREAS, after holding a duly noticed public hearing on December 14, 2016, the Board of Directors determined that it is necessary and desirable to adopt revised enhanced water conservation measures and restrictions on the use of potable water; and

WHEREAS, in addition to Water Code Section 353, Water Code Section 375 provides that a public entity that supplies water may, after holding a noticed public hearing and making appropriate findings of necessity for the adoption of a water conservation program, adopt and enforce water conservation programs to reduce the quantity of water used by persons within the entity's service area or jurisdiction for the purpose of conserving the entity's water supplies; and

WHEREAS, amended enhanced water conservation use restrictions are necessary and appropriate in order to protect the health, safety and welfare of the community.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT ORDAINS AS FOLLOWS:

SECTION 1. Recitals.

The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Repeal of Ordinance No. 114.

This Ordinance repeals and replaces Ordinance No. 114.

SECTION 3. Declaration of Policy.

It is hereby declared that, because of the conditions prevailing within the District, the general welfare requires that the water resources available to the District be put to the maximum beneficial use to the extent to which they are capable, and that the waste or unreasonable use of water be prevented and the conservation of such water is to be extended with a view to the reasonable and beneficial use thereof in the interest of the people of the District and for the public welfare.

The Board of Directors finds the following:

1. The District is committed to acquiring new sources of water in order to be able to remove the existing water moratorium.
2. Present water supplies are limited.
3. The chloride constituent of the District water fluctuates to undesirable levels periodically.
4. Long-term water supply projects are in process but not available to augment the supply at this point in time.
5. A reverse osmosis treatment facility was installed to resolve the long standing domestic water supply quality.

6. Extreme Drought conditions continue to exist in the District and the District needs to conserve its available supplies to the maximum extent feasible in order to continue in its ability to provide water to its customers.
7. When Pico Creek is flowing the District may modify conservation measures as necessary to expedite the reduction of chlorides that may have seasonally impacted the domestic water supply aquifer.

Based upon the current water supply conditions within the District, and the continued Extreme Drought conditions in the region, the Board finds that an emergency water situation continues to exist necessitating the continued implementation of comprehensive water conservation measures in order to conserve available water supplies to the maximum extent feasible.

SECTION 4. Application.

The provisions of this Ordinance shall apply to all persons, customers and property served by the District wherever situated. No customer of the District, or any employee or invitee of any customer of the District, shall knowingly make, cause, use or permit the use of District water for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this Ordinance, or in an amount in excess of that use permitted by the following conservation measures. The term "District Potable Water" as used herein, shall not include reclaimed wastewater.

SECTION 5. Water Conservation Measures and Restrictions on the Use of Potable Water.

The Board of Directors adopts the following Water Conservation Measures and Restrictions on the use of District Potable Water:

MANDATORY CONSERVATION MEASURES

The following Mandatory Conservation Measures are required by the regulations adopted by the State Water Resources Control Board (Title 23 California Code of Regulations Section 864), and shall be applicable even when a Stage One, Two or three Water Shortage is not in effect or has not been implemented by the Board of Directors.

To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.

3. The application of potable water to driveways and sidewalks.
4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
5. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.
6. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
7. The irrigation with potable water of ornamental turf on public street medians.
8. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
9. Operators of hotels and motels shall provide guests the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

STAGE ONE WATER SHORTAGE

A Stage One Water Shortage will take effect when the Pico Creek stops running to the ocean or when implemented by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the health, safety and general welfare of the public. A Stage One Water Shortage will be lifted when Pico Creek starts running to the ocean or when lifted by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the health, safety and general welfare of the public.

1. Use of water from fire hydrants shall be limited to firefighting and/or activities immediately necessary to maintain the health, safety and welfare of the District.
2. District Potable Water shall be used no more than once per month to wash trailers, boats, mobile homes and other types of mobile equipment, parking areas, buildings, gutters or roofs, except to alleviate immediate fire or sanitation hazards.
3. The washing of automobiles and trucks, with District Potable Water shall be limited to twice per month, provided however, that in recognition of the problem of salt water mist on vehicles due to the proximity of the District to the ocean, minor rinsing is permitted at other times. Minor rinsing shall be limited to using as little water as necessary to remove the mist from the vehicle, and shall not result in more prolonged washing activities.

4. All outdoor irrigation with District Potable Water shall be limited to once per week.

STAGE TWO WATER SHORTAGE

A Stage Two Water Shortage will take effect when current well field levels drop 5% below monthly historical averages for three consecutive weeks or when implemented by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public. A Stage Two Water Shortage will be lifted when Pico Creek starts running to the ocean or when well levels return to average level for two consecutive months or when lifted by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public. In addition to the measures and restrictions set forth in Stage One, the following uses shall be prohibited:

1. The use of District Potable Water for the filling, refilling or adding of water to swimming pools, wading pools, or spas shall be limited to the amount necessary to keep the pool equipment operative and to refill for evaporative losses.
2. All outdoor irrigation with District Potable Water shall be limited to twice per month.
3. The washing of automobiles and trucks, with District Potable Water shall be limited to once per month. Minor rinsing is allowed.
4. The use of potable water for construction compaction is prohibited.

STAGE THREE WATER SHORTAGE

A Stage Three Water Shortage will take effect when current well field levels drop 12% below monthly historical averages for three consecutive weeks unless chloride levels monitored at the wells can be found below 250mg/L or when implemented by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public. A Stage 3 Water Shortage will be lifted when Pico Creek starts running to the ocean or when well levels are no more than 5% below monthly historical averages or when lifted by a resolution of the Board of Directors whenever the Board finds to do so is necessary to protect the public health, safety and general welfare of the public. In addition to the restrictions set forth in Stages One and Two, the following uses shall be prohibited:

1. All outdoor irrigation with District Potable Water shall be prohibited.
2. The washing of automobiles and trucks with District Potable Water and rinsing shall be prohibited.

3. Fines will be tripled for violations of Stage 3 restrictions.

SECTION 6. Notices.

The various stages of conservation will be implemented by special mailing or by a notice inserted into the water/sewer bills. Notices will also be posted at the District Office, and Chamber of Commerce, San Simeon Post Office and the San Simeon Community Services District website.

SECTION 7. Exceptions.

The General Manager may, in his or her discretion, grant exceptions to the terms of the restrictions, if he or she finds and determines that:

1. The restrictions herein would cause an undue hardship or emergency; or
2. The granting of the exception is necessary to accommodate a documented medical need; or
3. That the granting of the exception will not adversely affect the water supply or service to other existing water customers; or
4. That the granting of the exception is for a public governmental agency and is in the best interest of the public health, safety and welfare; or
5. That the grant of exception is in the best interest of the public health, safety and welfare.

Such exceptions may be granted only upon application in writing. Upon granting any such exception, the general Manager may impose any conditions he or she determines to be just and proper. The terms of any exception shall be set forth in writing. All exceptions granted shall be reported to the Board of Directors at a Board meeting.

An applicant for an exception under this section may appeal the General Manager's decision to the Board of Directors. A request for appeal must be submitted to the District in writing not more than ten days after the General Manager's decision.

SECTION 8. Lifting of Restrictions Imposed During A Water Shortage.

The General Manager shall lift or reduce the restrictions imposed during a water shortage as set forth above when he or she determines, after consultation with the Chairperson of the Board of Directors and such other persons as he or she deems appropriate, that the conditions which caused the shortage have been alleviated. Such action shall be promptly and extensively publicized.

SECTION 9. Notice of Violations and Penalties.

In addition to any other penalty permitted by law, if and when the District becomes aware of any violation of any provision of a Stage One, Stage Two or Stage Three Water Shortage under this Ordinance, a written notice shall be placed on the property where the violation occurred and/or

mailed to the person who is regularly billed for the service where the violation occurs and to any other person known to the District who is responsible for the violation or its correction. Said notice shall describe the violation and order that it be corrected, cured and abated immediately or within such specified time as the General Manager determines is reasonable under the circumstances. Said notice shall constitute the first violation of the provisions of this ordinance.

If said violation and order is not complied with, the General Manager may forthwith issue an administrative citation for the following amounts:

1. The notice of violation described above shall constitute the first violation of the provisions of this ordinance.
2. The second violation of any provision of this Ordinance, within the same twelve month period beginning with the first violation, a fine in the amount of one hundred dollars (\$100.00) shall be added to the customer's water bill.
3. The third violation of any provision of this Ordinance, within the same twelve month period beginning with the first violation, a fine in the amount of two hundred and fifty dollars (\$250.00) shall be added to the customer's water bill.
4. The fourth violation of any provision of this Ordinance, within the same twelve month period beginning with the first violation, shall result in the discontinuance of water service.

SECTION 10. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The District Board hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

SECTION 11. Effective Date.

This Ordinance shall take effect upon adoption pursuant to Water Code Section 376.

SECTION 12. Publication.

Pursuant to Water Code Section 376, a summary of this Ordinance shall be published in a newspaper of general circulation and a certified copy of the full text of the proposed Ordinance shall be posted in the office of the District at least five days prior to the meeting at which the proposed Ordinance is to be adopted. Within fifteen days after adoption of the Ordinance, the governing body shall publish a summary of the Ordinance with the names of those members voting for and against the ordinance and shall post in the office of the district a certified copy of

the full text of the adopted Ordinance along with the names of those members voting for and against the Ordinance.

This Ordinance was passed and adopted at a meeting of the Board of Directors of the San Simeon Community Services District on December 14, 2016; Upon motion by Vice-Chair Fields and seconded by **Director McGuire**, by the following roll call vote:

Director Williams: Yes

Director Fields: Yes

Director Russell: Yes

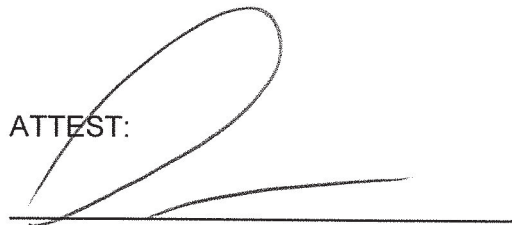
Director McGuire: Yes

Director Patel: Absent



Daniel Williams, Chairperson

ATTEST:



Charles Grace

Secretary/General Manager

APPROVED AS TO FORM:



Heather K. Whitham

District Counsel

THE *Newspaper of the Central Coast*
TRIBUNE

3825 South Higuera • Post Office Box 112 • San Luis Obispo, California 93406-0112 • (805) 781-7800

In The Superior Court of The State of California
In and for the County of San Luis Obispo
AFFIDAVIT OF PUBLICATION

AD # 2841805
SAN SIMEON CSD

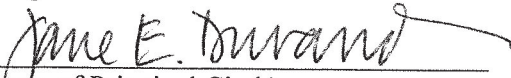
STATE OF CALIFORNIA

ss.

County of San Luis Obispo

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen and not interested in the above entitled matter; I am now, and at all times embraced in the publication herein mentioned was, the principal clerk of the printers and publishers of THE TRIBUNE, a newspaper of general Circulation, printed and published daily at the City of San Luis Obispo in the above named county and state; that notice at which the annexed clippings is a true copy, was published in the above-named newspaper and not in any supplement thereof – on the following dates to wit; DECEMBER 23, 2016 that said newspaper was duly and regularly ascertained and established a newspaper of general circulation by Decree entered in the Superior Court of San Luis Obispo County, State of California, on June 9, 1952, Case #19139 under the Government Code of the State of California.

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.



(Signature of Principal Clerk)
DATED: DECEMBER 23, 2016
AD COST: \$169.40

**SAN SIMEON COMMUNITY
SERVICES DISTRICT
ORDINANCE SUMMARY**

**A PROPOSED ORDINANCE OF THE
BOARD OF DIRECTORS OF THE SAN
SIMEON COMMUNITY SERVICES
DISTRICT AMENDING AND RESTATING
THE DISTRICT'S WATER
CONSERVATION PLAN**

This Ordinance Summary is published in accordance with the provisions of Water Code Section 376(b) (1). On December 14, 2016, the San Simeon Community Services District held a public hearing and adopted an Ordinance amending and restating the District's Water Conservation Plan establishing regulations related thereto including mandatory conservation measures and restrictions and penalties for violations thereof.

Specifically, the Ordinance establishes mandatory conservation measures consistent with the regulations adopted by the State Water Resources Control Board. In addition, the Ordinance sets forth Stage One, Two, and Three Water Shortages. Each stage imposes progressively stricter conservation measures and restrictions on the use of potable water.

The Ordinance also prescribes the notice requirements for each stage and the criteria for exceptions from the mandatory provisions. In addition, the Ordinance establishes penalties for violations of each of the stages of mandatory conservation.

The District Board of Directors approved this Ordinance on December 14, 2016, at 6:00 p.m. at the Cavalier Banquet Room, 250 San Simeon Avenue, San Simeon, California. The approval was unanimous with Board Member Patel absent.

In accordance with Water Code Section 376(b)(1), a copy of the complete Ordinance is available for review at the District office located at 111 Pico Avenue, San Simeon, California. For more information, contact the District office at (805) 927-4778.

Renee Samaniego Osborne
December 23, 2016

2841805

5.C. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.C. DISCUSSION REVIEW AND APPROVAL OF SUPPLEMENTAL INSURANCE QUOTE PROVIDED BY INDIAN HILL AND DIRECTION TO THE AD-HOC COMMITTEE TO COORDINATE WITH SDRMA TO INCREASE DEDUCTIBLES.

Discussion

This item was placed on the agenda at the request of Director Donahue. The Board previously voted for Vice-Chairperson Giacoletti and Director Donahue to form an ad-hoc committee to review different insurance policies for the District.

Enc: Supplemental Insurance Information



Date: July 14, 2022

To: Joe Zeller
Pipeline Insurance

From: Scott Brumberg
Phone: (310) 228-2005
Email: sbrumberg@eccins.com
Fax: (630) 572-7121

Insured: San Simeon Community Services District

Proposed Effective Date: 7/31/2022
Coverage: Public Officials and Employment Practices Liability

Dear Joe,

Attached are terms on the above captioned. The terms and conditions of this Quotation may not comply with the specifications submitted. Please read this Quotation carefully and compare it against your specifications. Higher Limits of Liability may be available.

This Quote is issued based upon the Insurer's agreement to Quote and is issued by ECC Insurance Brokers, LLC. without any liability whatsoever as an Insurer and may be withdrawn by the Insurer for any reason and/or at any time prior to binding.

If coverage is bound, premium payment is due within twenty (20) days from the effective date unless otherwise stipulated.

Please remember that your request to bind coverage must be in writing and received prior to the quote expiration date as coverage cannot be backdated or presumed bound without confirmation from an authorized representative of ECC Insurance Brokers, LLC.. If the written request to bind coverage is not received by the renewal date, there is no coverage and the file will be considered closed.

Reference #: 0663648

INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS AND REVIEW THE TERMS OF THE QUOTE CAREFULLY AS THE COVERAGE, TERMS OR CONDITIONS MAY BE DIFFERENT THAN THOSE REQUESTED. IN THE EVENT OF DIFFERENCE, THE POLICY WILL PREVAIL.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

DATE ISSUED: July 14, 2022

PRODUCER: Joe Zeller
Pipeline Insurance
PO Box 880969
San Diego, CA 92168

INSURED: San Simeon Community Services District
111 Pico Ave.
San Simeon, CA 93452

INSURER: Indian Harbor Insurance Company
Non-Admitted

A.M. BEST RATING: A, XV

COVERAGE: Public Officials and Employment Practices Liability

COVERAGE TYPE: Claims Made

POLICY PERIOD: 7/31/2022 TO 7/31/2023

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS QUOTATION IS VALID FOR 30 DAYS FROM THE DATE OF THIS LETTER OR THE POLICY INCEPTION DATE, WHICHEVER IS EARLIER. IF WE HAVE NOT RECEIVED A WRITTEN ORDER TO BIND COVERAGE BY THE EXPIRATION DATE, THE QUOTE IS CONSIDERED NULL AND VOID.

LIMITS OF LIABILITY:

\$1,000,000	Public Officials Management
\$1,000,000	Employment Practices Liability
\$1,000,000	Policy Aggregate
\$50,000	Non-Monetary Coverage - Defense Only
\$100,000	Non-Monetary Coverage - Defense Only Aggregate
\$25,000	Crisis Management

RETENTION:

\$5,000	Each Claim
\$25,000	Employment Practices Liability

RETROACTIVE DATE: Inception

PREMIUM: \$2,000.00 Flat Annual Premium, plus CA Surplus Lines Taxes & Fees.

SURPLUS LINES TAXES/FEE:

\$67.35	Surplus Lines Tax
\$5.61	Stamping Office Fee

THE FILING OF SURPLUS LINES TAXES/FEE IS THE RESPONSIBILITY OF: ECC Insurance Brokers, LLC

FEES:

Carrier Policy Fee	\$245.00
Broker Fee	\$300.00

Note that a fee is being charged in addition to the commission

TOTAL: \$2,617.96

COMMISSION: 10%

TERMS AND CONDITIONS / ENDORSEMENTS AND EXCLUSIONS; INCLUDING BUT NOT LIMITED TO:

25% MINIMUM EARNED PREMIUM AT INCEPTION.

EXTENDED REPORTING PERIOD OPTIONS MAY BE AVAILABLE.

DEFENSE IS INSIDE THE LIMIT UNLESS OTHERWISE NOTED.

Features/Enhancements:

Punitive Damages Included
Personal Injury Included
Third Party Wrongful Acts Included
Back Pay / Front Pay Included
Loss of Earnings Included

Applicable Forms:

PN CA 02 01 17 Import Information to Policyholders - California
PN CA 05 01 20 Notice to Policyholder - California Surplus Lines Important Notice
PGU POL 2000 08 19 Public Officials and Employment Practices Liability Declarations
IL MP 9104 0314 IHIC 03 14 In Witness
PGU 2002 04 17 Schedule of Policy Forms and Endorsements
PGU POL 2001 04 17 Public Officials and Employment Practices Liability Insurance Policy
PGU POL 1045 04 17 Defense Expenses Paid Within the Limits of Liability
PGU 1052 (POL) 04 17 Minimum Earned Premium Upon Cancellation
PGU 1133 01 22 US Professional Indemnity - Cyber Exclusion
XL-CASOP 11 10 Service of Process
PN CW 01 01 22 Notice to Policyholders - Fraud Notice
PN CW 02 01 19 Notice to Policyholders - Privacy Policy
PN CW 05 05 19 Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

Backdating of coverage is not allowed. We will not cancel flat after inception date.

Engineering Fee is non-refundable.

THIS QUOTE IS SUBJECT TO THE FOLLOWING INFORMATION BEING RECEIVED PRIOR TO BINDING COVERAGE:

- Receipt of fully completed, signed and dated PGU new business application prior to binding.
 - Receipt of currently valued, company issued loss runs for the last 5 years prior to binding.
- Deadly Weapon Protection Insurance is available through Professional Governmental Underwriters, Inc. Please contact us if you are interested in additional information about this new product.
- Signed and Dated CA D-1 Form

ALL OTHER TERMS AND CONDITIONS APPLY PER THE POLICY FORM

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY ECC INSURANCE BROKERS, LLC. WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

THIS QUOTATION IS VALID FOR 30 DAYS FROM THE DATE OF THIS QUOTATION OR THE POLICY INCEPTION DATE, WHICHEVER IS EARLIER.

THIS QUOTE MAY BE WITH-DRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

AUTHORIZED REPRESENTATIVE
Scott Brumberg, Executive Vice President - Financial Services

INSURED: San Simeon Community Services District
DATE ISSUED: July 14, 2022

Reference #: 0663648



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INSURER: Indian Harbor Insurance Company
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A.M. BEST RATING: A, XV

COVERAGE: Public Officials and Employment Practices Liability

COVERAGE TYPE: Claims Made

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\$1,000,000	Employment Practices Liability
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Broker Fee	\$300.00

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COMMISSION: 10%

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Personal Injury Included
Third Party Wrongful Acts Included
Back Pay / Front Pay Included
Loss of Earnings Included

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PN CW 01 01 22 Notice to Policyholders - Fraud Notice
PN CW 02 01 19 Notice to Policyholders - Privacy Policy
PN CW 05 05 19 Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

Backdating of coverage is not allowed. We will not cancel flat after inception date.

Engineering Fee is non-refundable.

THIS QUOTE IS SUBJECT TO THE FOLLOWING INFORMATION BEING RECEIVED PRIOR TO BINDING COVERAGE:

- Receipt of fully completed, signed and dated PGU new business application prior to binding.
 - Receipt of currently valued, company issued loss runs for the last 5 years prior to binding.
- Deadly Weapon Protection Insurance is available through Professional Governmental Underwriters, Inc. Please contact us if you are interested in additional information about this new product.
- Signed and Dated CA D-1 Form

ALL OTHER TERMS AND CONDITIONS APPLY PER THE POLICY FORM

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY ECC INSURANCE BROKERS, LLC. WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

THIS QUOTATION IS VALID FOR 30 DAYS FROM THE DATE OF THIS QUOTATION OR THE POLICY INCEPTION DATE, WHICHEVER IS EARLIER.

THIS QUOTE MAY BE WITH-DRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

AUTHORIZED REPRESENTATIVE
Scott Brumberg, Executive Vice President - Financial Services

INSURED: San Simeon Community Services District
DATE ISSUED: July 14, 2022

Reference #: 0663648

IMPORTANT NOTICE:

- 1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.

7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.

Date: _____

Insured: _____

D-1 (Effective January 1, 2020)



**Professional
Governmental
Underwriters, Inc.**
The Authority.

Deadly Weapon Protection for U.S. Education Providers

Overview of Key Product features:

- Deadly Weapon Protection provides 3rd Party Liability Insurance with built in Crisis Management Services.
- Policy is primary coverage for both indemnity and expense – coverage is clearly stated & clarified within the ‘Other Insurance’ condition.
- Cover basis: ‘pay on behalf’ of the **Named Insured**.
- **Maximum Limits Of Liability:** Up to \$20,000,000 each and every Deadly Weapon Event and \$50,000,000 in the policy aggregate.
- The policy provides 1st party property damage / restoration provision via the **Property Damage Extension – \$500,000 sub-limit as standard**.
- The policy can provide Business Interruption coverage via the **Business Interruption Extension Sub-Limit**.
- Policy has a built in event responder provision to provide risk management services – post binding coverage, members of the event responder team will visit the insured’s location and undertake a physical **Deadly Weapon and Security Vulnerability Assessment**
- While on site the risk management team will undertake an **Deadly Weapon Safety Action Plan Seminar**.
- Crisis Management Response Team - 24/7/365 telephone line. CrisisRisk - **<https://www.crisisrisk.com/>**
- The policy gives dedicated risk management via specific sub-limit endorsements - Crisis Management Services Endorsement, Counselling Services Sub-Limit Endorsement & Funeral Expenses Sub-Limit Endorsement.
- Broad definition/coverage of “weapon” and as such does not limit the coverage to solely that of a firearm.
- The Deadly Weapon policy provides cover if the incident was a terrorist shooting (there is **no terrorism exclusion** within the form) or if an employee undertook the shooting (no named insured exclusion as per most GL policies).
- **Application/Eligibility** – Designed for educational entities of all types and sizes, including public and private schools, charter schools, colleges and universities and day-care facilities. Easy one page application and quick quote turnaround.

Please contact PGU today if you are interested in a Deadly Weapon Protection quote for your clients!

IN WITNESS

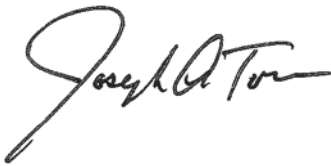
INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Joseph Tocco
President



Toni Ann Perkins
Secretary

MINIMUM EARNED PREMIUM UPON CANCELLATION

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.:
Issued to:
Issued by:

In consideration of the premium charged, it is hereby agreed that:

Section **F. CONDITIONS**, Item 7. **Cancellation; No Obligation to Renew**, Paragraph b. is deleted in its entirety and replaced as follows:

- b. **You** may cancel this Policy by mailing **Us** written notice stating when, no later than the Expiration Date set forth in Item 2.(b) of the Declarations, such cancellation will be effective. In such event, the earned premium amount to be retained by **Us** will be the greater of:
 - (1) The amount computed in accordance with **Our** customary short rate table and procedure;
 - (2) _____ % of the total policy premium shown in Item 6. of the Declarations; or
 - (3) \$ _____.

Premium adjustment may be made either at the time that cancellation by **You** is effective or as soon as practicable thereafter. If the Policy Aggregate Limit of Liability, as set forth Item 3.(d) of the Declarations, is exhausted by the payment of **Loss** or **Defense Expenses**, the entire premium will be deemed fully earned.

All other terms, conditions and limitations of this Policy shall remain unchanged.

(Authorized Representative)

**PUBLIC OFFICIALS LIABILITY AND
EMPLOYMENT PRACTICES LIABILITY
INSURANCE COVERAGE FORM**

TABLE OF CONTENTS

Page No.

A.	INSURING AGREEMENTS.....	3
1.	Public Officials Liability	3
a.	Public Officials Wrongful Acts Coverage	3
b.	Non-Monetary Relief - Defense Only Coverage	3
2.	Employment Practices Liability and Third Party Liability Coverage.....	3
3.	Public Officials Crisis Management Coverage.....	3
4.	Supplemental Payments	3
B.	DEFENSE AND SETTLEMENT	4
C.	LIMITS OF LIABILITY / RETENTIONS	4
1.	Public Officials Liability	4
2.	Employment Practices Liability and Third Party Liability	4
3.	Policy Aggregate	5
4.	Public Officials Crisis Management Coverage.....	5
5.	Multiple Insuring Agreements	5
6.	Retention	5
D.	EXCLUSIONS.....	5
E.	DEFINITIONS	8
F.	CONDITIONS.....	15
1.	Other Insurance:	15
2.	Cooperation:	15
3.	Subrogation:.....	15
4.	Extended Reporting Period:	15
5.	Notice; Timing; and Interrelationship of Claims:	16
6.	Notice of Crisis Management Expenses; Inspection of Property:	17
7.	Cancellation; No Obligation to Renew:	17
8.	Representations:	17
9.	Separation of Insureds; Protection of Innocent Insureds:	17

10.	No Action against Us:	18
11.	Insolvency of Insured:.....	18
12.	Non-Accumulation of Limits:.....	18
13.	Territory:	18
14.	Authorization and Notices:	18
15.	Changes:	18
16.	Assignment:	18
17.	Entire Agreement:	19
18.	Choice of Law:	19
19.	Premium:	19
20.	Conformity to Statute:	19
21.	Headings:	19

SPECIMEN

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what is not covered. Throughout the Policy the words “**You**” and “**Your**” refer to the **Named Insured**. The words “**We**”, “**Us**”, “**Our**” and the “**Company**” refer to the Company providing this insurance.

This Policy is incomplete unless the Declarations and all applicable forms and endorsements are attached. Words and phrases that appear in bold have special meaning and are defined in Section **E. DEFINITIONS**. Singular words shall include the plural, and plural words shall include the singular.

A. INSURING AGREEMENTS

Subject to the Limits of Liability set forth in the Declarations, and all other terms and conditions of this Policy, **We** agree as follows:

1. Public Officials Liability

a. **Public Officials Wrongful Acts Coverage**

We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

b. **Non-Monetary Relief - Defense Only Coverage**

We will reimburse **Defense Expenses** incurred by an **Insured** in connection with a **Claim** exclusively seeking **Non-Monetary Relief** at all stages of the **Claim**, where such **Claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

2. Employment Practices Liability and Third Party Liability Coverage

We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or any applicable Extended Reporting Period for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

3. Public Officials Crisis Management Coverage

We will pay on behalf of an **Insured** those **Crisis Management Expenses** incurred by the **Insured** in response to a **Public Crisis Event** first taking place during the **Policy Period** and reported to **Us** in accordance with Section F.6 of this Policy.

4. Supplemental Payments

We will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most **We** will pay will be \$500 per day, per **Insured**. Such “expenses” shall not include salaries paid to **Your Employees**.

For purposes of this Section, a **Claim** will be deemed to have been made when an **Insured** receives notice of the **Claim**.

B. DEFENSE AND SETTLEMENT

1. **We** will have the right and duty to defend any **Claim** made against an **Insured** for a **Wrongful Act** covered under Insuring Agreements A.1.a. or A.2., even if the allegations of such **Claim** are groundless, false or fraudulent. **We** will have no obligation to pay any **Loss** or **Defense Expenses**, or to defend any **Claim** after the applicable Limit of Liability set forth in Item 3. of the Declarations has been exhausted.
2. For any **Claim** **We** defend under Section B.1., **We** will have the right to make investigations, conduct negotiations and enter into the settlement of any such **Claim** as **We** deem appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with **Our** recommendation, then, subject to the applicable Limit of Liability, **Our** liability for such **Claim** will not exceed:
 - a. The amount for which such **Claim** could have been settled by **Us** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus
 - b. Sixty percent (60%) of any **Loss** or **Defense Expenses** in excess of the amount in Section B.2.a. above, incurred in connection with such **Claim**.
3. It shall be the duty of the **Insured**, and not **Us**, to defend any **Claim** covered under Insuring Agreement A.1.b. The **Insured** shall have the right to select defense counsel for the investigation and defense of any such **Claim**, subject to **Our** consent and approval, which shall not be unreasonably withheld.
4. **We** shall have no duty to continue to reimburse **Defense Expenses** after the applicable Limit of Liability for **Claims** arising under Insuring Agreement A.1.b. has been exhausted by the reimbursement of **Defense Expenses**.

C. LIMITS OF LIABILITY / RETENTIONS

Regardless of the number of **Claims**, **Insureds** or claimants, **Our** liability under this Policy is limited as follows:

1. Public Officials Liability
 - a. The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4. of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.a. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.
 - b. The amount set forth in Item 3.(b)(1) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set forth in Item 4.(b) of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.b.
 - c. The amount set forth in Item 3.(b)(2) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set for in Item 4.(b) of the Declarations resulting from all Claims covered under Insuring Agreement A.1.b.
2. Employment Practices Liability and Third Party Liability

The amount set forth in Item 3.(c) of the Declarations is the most **We** will pay for all **Loss** resulting from each **Claim** covered under Insuring Agreement A.2. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.

3. Policy Aggregate

The amount set forth in Item 3.(d) of the Declarations is the most **We** will pay for all **Loss** resulting from all **Claims** covered under Insuring Agreements A.1.a. and A.2., and for all **Defense Expenses** resulting from all **Claims** covered under Insuring Agreement A.1.b.

4. Public Officials Crisis Management Coverage

In addition to the Policy Aggregate Limit of Liability, the amount set forth in Item 3.(e) of the Declarations is the most **We** will pay for all **Crisis Management Expenses** resulting from all **Public Crisis Events** covered under Insuring Agreement A.3.

5. Multiple Insuring Agreements

If a **Claim** covered under Insuring Agreement A.1.b. subsequently becomes a **Claim** for both monetary and **Non-Monetary Relief** covered under Insuring Agreements A.1.a. or A.2., such **Claim** shall become subject to the increased Retention and Limit of Liability applicable to Insuring Agreement A.1.a. or A.2., whichever is higher. **Defense Expenses** incurred in connection with such **Claim** shall be applied against the applicable Retention and shall reduce the applicable Limit of Liability.

6. Retention

Our obligation to pay or reimburse **Loss** or **Defense Expenses** under this Policy will only be in excess of the applicable Retention set forth in Item 4. of the Declarations. **We** will have no obligation to pay all or any portion of any Retention amount on behalf of any **Insured**, although **We** may, at **Our** sole discretion, advance such amount, in which event the **Insureds** agree to repay any amounts so advanced upon written request.

D. EXCLUSIONS

This Policy shall not apply to any **Claim** arising from or relating to:

1. The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omission by an **Insured**; the willful violation by an **Insured** of any law, statute, ordinance, rule or regulation; or an **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

Notwithstanding the above, **We** will defend the **Insured** or pay or reimburse **Defense Expenses** in connection with a **Claim** otherwise covered by this Policy until and unless the **Insured** admits, is adjudged or is otherwise proven to have committed any act, error or omission subject to this exclusion, in which case the **Insured** shall reimburse **Us** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

2. **Loss** or **Defense Expenses** covered under Insuring Agreements A.1.a. or A.2., if Insuring Agreement A.1.b. also applies.
3. A **Claim**, other than one alleging an **Employment Practices Wrongful Act**, that is brought by, on behalf of, or in the name or right of **You** or any of **Your** duly elected, appointed or employed directors, officers, or officials, or any member of a commission, board or other unit operated by **You** and under **Your** jurisdiction, and within the apportionment of **Your** operating budget in the **Application**; provided that this exclusion shall not apply to a cross-claim or third-party complaint arising from a **Claim** made against such director, officer, official, or member that is otherwise covered under this Policy. Notwithstanding the above, this exclusion shall also not apply to a **Claim** brought by a former director, officer, official, or member who has not served in that capacity for at least three (3) years prior to the date such **Claim** is first made and where such **Claim** is brought

and maintained without the support, solicitation, assistance, participation or intervention of the **Named Insured** or an **Insured** not otherwise subject to this exception.

4. An actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing; provided that this exclusion shall not apply to the extent that a **Claim** for an **Employment Practices Wrongful Act** alleges retaliatory action by an **Insured** in response to an **Employee's** exercise of rights under such statute or law.
5. Damage to, destruction of or loss of use of tangible property, **Bodily Injury**, corporal punishment, sickness, disease or death.
6. Emotional distress, mental anguish or humiliation not arising from an **Employment Practices Wrongful Act** or **Third Party Wrongful Act**.
7. **Sexual Abuse and Molestation**, including the allowance of or failure to prevent, stop, detect or reveal **Sexual Abuse and Molestation**.
8. The actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.
9. A **Benefit Plan Act**, provided that this exclusion shall not apply to any **Claim** for actual or alleged retaliation with regards to benefits paid or payable. **We** will defend a **Claim** otherwise subject to this exclusion subject to a \$25,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.
10. An **Insured's** liability under a contract or agreement, other than a manual of employment policies or procedures issued by **You**, unless such liability would have attached in the absence of such express contract or agreement. This exclusion shall not apply to the payment of **Defense Expenses** incurred in connection with a **Claim** for an **Employment Practices Wrongful Act** in the form of an actual or alleged breach of a contract to commence or continue employment with **You**.
11. A failure to obtain, implement, effect, comply with, provide notice under or maintain insurance, reinsurance, self-insurance, suretyship or bond.
12. Facts, circumstances, situations, transactions, events or **Wrongful Acts**:
 - a. Underlying or alleged in any mediation, arbitration, grievance proceeding, litigation or administrative or regulatory proceeding brought prior to and/or pending as of the Inception Date set forth in Item 2. of the Declarations:
 - (1) to which an **Insured** is or was a party; or
 - (2) with respect to which an **Insured**, as of the Inception Date set forth in Item 2. of the Declarations, knew or should reasonably have known that an **Insured** would be made a party thereto;

- b. Which was the subject of any notice given prior to the Inception Date set forth in Item 2. of the Declarations under any other policy of insurance or plan or program of self-insurance; or
- c. Which was the subject of any **Claim** made prior to the Inception Date set forth in Item 2. of the Declarations.

If, however, this Policy is a renewal of one or more policies issued by **Us** or an affiliate to **You**, and such coverage was in effect without interruption from the Inception Date of the first such policy to the Inception Date of this Policy, the reference in this exclusion to the Inception Date will be deemed to refer instead to the Inception Date of the first policy under which **We** or an affiliate began to provide **You** with the continuous and uninterrupted coverage of which this Policy is a renewal.

- 13. A lockout, strike, picket line, hiring of replacement workers, riot or civil commotion, or other similar actions in connection with labor disputes or labor negotiations.
- 14. The activities of an **Insured** as a law enforcement officer, police officer, police department or other law enforcement unit or agency; the operation of any jail cell, holding cell, detention or lock-up facility of any kind; or the activities of an **Insured** charged with the power to arrest, detain or interrogate another person, or to seize or confiscate the property of any individual or entity; provided; however; that this exclusion shall not apply to **Claims** arising out of the administrative functions or activities of an **Insured** in the enforcement of **Your** municipal code, laws or regulations, including but not limited to, the issuance of citations, fines, warnings, notices of violation, the issuance or denial of licenses or permits, or the inspection of property or buildings, by persons authorized to conduct such functions or activities on **Your** behalf. This exclusion shall also not apply to any **Claim** by or against a law enforcement officer or police officer in their capacity as an **Employee** under this Policy, for an **Employment Practices Wrongful Act**.
- 15. The operation of the laws and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use; however, **We** will defend such **Claim** subject to a \$50,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.
- 16. The Securities Act of 1933, the Securities Exchange Act of 1934, any state "blue sky" law, or any other federal, state or local securities law, or any rule or regulation promulgated under any of the foregoing; or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities.
- 17. The sale or offering of securities by **You**, whether or not such securities are exempt from registration by the SEC; **Your** actual or proposed filing for an Initial Public Offering; or a debt offering or debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
- 18. Tax credits or tax incentives or the application thereof; the formulation of tax rates; the assessment, appraisal or valuation of property; the assessment of taxes or other fees; the collection of taxes, fees or other amounts; and the disbursement of tax refunds.
- 19. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**.
- 20. Construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services.

21. Legal services including those services performed by any individual as a lawyer, arbitrator, mediator, title agent, notary public, administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity.
22. **Crisis Management Expenses** arising from any **Public Crisis Event** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. War, whether or not declared, or any act or condition incidental to war, including civil war, **Terrorism**, insurrection, rebellion or revolution;
 - b. Actual or attempted suicide;
 - c. Actual or attempted kidnapping or extortion;
 - d. Acts, whether intentional or not, by members of the **Victim's** immediate family members or members of the **Victim's** household; or
 - e. The activities of any person as a law enforcement officer, police officer, correctional officer, member of a police department or other law enforcement unit or agency; or the activities of any person charged with the powers to arrest, detain or interrogate another person, seize or confiscate the property of any individual or entity.

E. DEFINITIONS

Whenever used in this Policy, the term:

1. **Application** means all Applications submitted to **Us**, including any and all attachments and other materials submitted to **Us** in connection with the underwriting of this Policy or for any other policy of which this Policy is a renewal.
2. **Benefit Plan Act** means a **Claim** alleging liability under a pension, profit sharing, welfare benefit or other employee benefit program established in whole or part for the benefit of an **Insured**, or based upon, arising out of or in any way involving the Employee Retirement Security Act of 1974 (except Section 510 thereof) or any amendments thereto or regulations promulgated thereunder or similar provisions of any federal, state or local law or common law.
3. **Bodily Injury** means physical injury, sickness or disability of a person, including mental incapacity or death resulting from any of these at any time.
4. **Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with **Your** business or commercial dealings therein. A Business Invitee does not include a trespasser or any person who enters any **Premises** without **Your** knowledge or permission, or any **Employee**, student or minor.
5. **Claim** means:
 - a. A written demand for monetary damages or **Non-Monetary Relief**;
 - b. A written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Wrongful Act**;
 - c. A civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
 - d. A criminal proceeding that is commenced by the return of an indictment or similar document;

- e. An administrative or regulatory proceeding or investigation, including a proceeding brought by or before the Equal Employment Opportunity Commission or similar state or local agency, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
- f. An arbitration proceeding or other alternative dispute resolution proceeding, to which the **Insured** must submit or does submit with **Our** consent.

Claim shall not include any labor grievance, arbitration or other proceeding brought pursuant to a collective bargaining agreement.

- 6. **Crisis Management Expenses** means **Public Relations Expenses, Travel/Printing Expenses, Family Travel Expenses** and **Post-Crisis Expenses**; provided, however, that Crisis Management Expenses shall not include:
 - a. **Your** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
 - b. The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**; or
 - c. Any fees or expenses related to civil, administrative or criminal investigations, proceedings or litigation.
- 7. **Crisis Management Firm** means a public relations firm, Crisis Management Firm or law firm hired or appointed by **You** to perform Crisis Management Services in connection with a **Public Crisis Event**. It shall be the duty of the **Insured** to select and retain the Crisis Management Firm.
- 8. **Defense Expenses** means reasonable legal fees and expenses **We** incur for the investigation, defense and appeal of a **Claim** by attorney(s) retained by **Us**, as well as all other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such **Claim** by **Us**, or by **You** with **Our** prior, written consent. Defense Expenses does not include any expenses incurred by **You** prior to the date a **Claim** is first reported to **Us**, nor does it include the time and expense incurred by **You** in resolving a **Claim**, including but not limited to the costs of **Your** in-house counsel.
- 9. **Emergency Response Plan** means:
 - a. A formal written and adopted public safety and crisis response manual that details **Your** policies and procedures in the event of an **Public Crisis Event**; or
 - b. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes **You** to take emergency action or specifically describes the **Your** obligations in the event of a public emergency.
- 10. **Employee** means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for **You**:
 - a. Full-time, part-time, seasonal and temporary Employees; and
 - b. All persons who perform services for **You** on a volunteer basis and under **Your** direction and control.

Employee shall not include persons providing services to **You** under a mutual aid agreement or any similar agreement.

11. **Employment Practices Wrongful Act** means any of the following, when alleged by any of **Your** past or present **Employees** or any applicant for employment with **You**, in connection with that person's actual or proposed employment relationship with **You**:
- a. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
 - b. Harassment (including sexual harassment whether "quid pro quo," hostile work environment or otherwise);
 - c. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
 - d. Breach of any manual of employment policies or procedures issued to the **Insureds** by **You**;
 - e. Retaliatory action in response to that **Employee's**:
 - (1) disclosure or threat of disclosure of any act by an **Insured** alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
 - (2) actual or attempted exercise of any right that **Employee** has under law;
 - (3) filing of any **Claim** under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower" law;
 - f. Misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
 - g. Wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
 - h. Breach of a contract to commence or continue employment with **You**.

An Employment Practices Wrongful Act shall not include a **Public Officials Wrongful Act**.

12. **Family Travel Expenses** means reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within thirty (30) days after a **Public Crisis Event** to travel to the location of the **Public Crisis Event**, so long as the **Public Crisis Event** took place on an official trip sponsored by **You**. For the purpose of this definition, coach air transportation or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

13. **Insured** means:

- a. **You**;
- b. **Your** past, present or future duly elected, appointed or employed officials, directors, officers, or members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, within the apportionment of **Your** operating budget in the **Application**; provided that an Insured shall not include the following boards, commissions or units, or any officials, directors, officers, members or **Employees** thereof: schools, airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities or any type of utility companies, unless otherwise provided in an Endorsement attached hereto;

- c. **Employees;**
 - d. Persons providing services to **You** under a mutual aid or similar agreement that is disclosed on the **Application**, but solely while acting in that capacity; however, such persons are not Insureds with respect to **Claims** for **Employment Practices Wrongful Acts** or **Third Party Wrongful Acts**;
 - e. In the event of the death, incapacity or bankruptcy of a natural person Insured, such Insured's estate, heirs, legal representatives or assigns, but only in connection with a **Claim** for an alleged **Wrongful Act** by such natural person Insured; and
 - f. The lawful spouse or domestic partner of any individual Insured identified in the paragraphs above, but only with respect to liability arising out of **Wrongful Acts** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**.
14. **Loss** means damages, pre-judgment interest, post-judgment interest, front pay and back pay, judgments, settlements, punitive or exemplary damages where insurable under applicable law or other amounts that an **Insured** is legally obligated to pay as a result of a **Claim**.

Loss will not include:

- a. **Defense Expenses;**
- b. **Non-Monetary Relief;**
- c. Any amount representing the value of diminished or lost retirement, health care or other benefits;
- d. Fines, taxes, penalties;
- e. The cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA);
- f. Amounts due under any contract to commence, continue or separate from employment with **You**, including but not limited to the value of any compensation or employment benefits lost, or the cost of specific performance in connection with any such contract; or
- g. The multiplied portion of a multiple damages award; provided that Loss will include any multiplied damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act ("Specified Multiplied Damages") that an **Insured** is obligated to pay as a result of a **Claim**, but only if such Specified Multiplied Damages are insurable under applicable law.

For the purpose of determining the insurability of punitive damages, exemplary damages or Specified Multiplied Damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction:

- (1) is the location of the court which awarded or imposed such punitive or exemplary damages or Specified Multiplied Damages;
- (2) is where **You** are incorporated or otherwise organized or has a place of business; or
- (3) is where **We** are incorporated or have **Our** principal place of business.

15. **Named Insured** means the public entity set forth in Item 1. of the Declarations.

16. **Non-Monetary Relief** means relief or redress in any form other than compensatory or monetary damages, including: the costs of complying with any injunctive, declaratory or equitable relief, remedy or order; the costs of compliance with the Americans with Disabilities Act or any similar provisions of federal, state or local statutory or common law; and any award of claimant's or plaintiff's attorneys fees or costs, whether or not provided for by statute, but only with respect to **Claims** seeking such Non-Monetary Relief. Non-Monetary Relief shall not include the cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA).
17. **Personal Injury** means the following, when alleged against an **Insured** by an entity or a person who is not a past or present **Insured**, or applicant for employment with the **Insured**, libel, slander, or other defamation; invasion of privacy, false arrest, erroneous service of process, wrongful detention or imprisonment, malicious prosecution, wrongful entry or eviction, subject to Exclusion D.14., infringement of copyright or trademark, or other unauthorized use of title, or plagiarism or misappropriation of ideas.
18. **Policy Period** means the period from the Inception Date of this Policy set forth, in Item 2. of the Declarations, to the Expiration Date of this Policy set forth in Item 2. of the Declarations, or to any earlier cancellation date of this Policy.
19. **Pollutant** means any of the following:
- a. Smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, Pollutants or contaminants;
 - b. Mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);
 - c. Lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or
 - d. Nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation.
20. **Post-Crisis Expenses** means reasonable costs incurred by **You** within sixty (60) days after a **Public Crisis Event** to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of **Your Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.
21. **Premises** means the following, if located in the continental United States:
- a. A building, facility or other real property including adjoining ways, which **You** own, rent or lease and is used by **You** to conduct **Your** business, including administration, maintenance and recreational facilities;
 - b. A building, facility, or other real property being visited by **Your** elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**, on an official business trip on **Your** behalf;

- c. A vehicle that **You** own or lease pursuant to a written contract, but solely if being used in the transportation of **Your** elected or appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**.

Premises does not include any location for an event independently organized by **Employees** or others without **Your** knowledge or approval.

22. **Public Crisis Event** means:

- a. A violent act of a criminal nature taking place on **Your Premises** that causes **Bodily Injury** to a **Victim**; or
- b. A credible threat communicated to **You** of a violent act of a criminal nature taking place on **Your Premises** which **You** reasonably believe may imminently cause **Bodily Injury** to a **Victim**;

in response to which **You**: (1) implement **Your Emergency Response Plan**; (2) contact federal, state or local police authorities for assistance; and (3) invoke an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

Public Crisis Events involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one Public Crisis Event.

23. **Public Officials Wrongful Act** means:

- a. An actual or alleged act, error, omission, misstatement, misleading statement or breach of duty, including any **Personal Injury**, by any **Insured**, if committed in the performance of his or her duties for **You**;
- b. An actual or alleged violation of civil rights protected under 42 USC § 1981 et seq., or any similar federal, state or local law, by any **Insured**, if committed in the performance of his or her duties for **You**;
- c. Any matter claimed against an **Insured** solely by reason of his or her status as an **Insured** during the **Policy Period**, if committed in the performance of his or her duties for **You**; or
- d. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a natural person **Insured** while serving, at the direction or request of **You**, in his or her capacity as a board member or committee member of a not-for-profit organization, other than **You**, which is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as the same may be amended from time to time, at **Your** direction or request.

Coverage available pursuant to subsection d. shall be excess of and not contribute with any other insurance plan or program of self-insurance carried by such not-for-profit corporation, and any contribution or indemnification to which a natural person **Insured** is entitled from such not-for-profit organization.

A Public Officials Wrongful Act shall not include an **Employment Practices Wrongful Act** or a **Third Party Wrongful Act**.

24. **Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by **You** in response to a **Public Crisis Event**, within one hundred twenty (120) days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential harm to **Your** name or reputation as a result of such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in **You** and providing advice to **Insureds**.
25. **Related Claims** means all **Claims** based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances situations, transactions or events, whether related logically, casually or in any other way. All Related Claims will be deemed to be a single **Claim** for purposes of Section **C. LIMITS OF LIABILITY / RETENTIONS** and **F. CONDITIONS**, Item 5. Notice; Timing; and Interrelationship of Claims.
26. **Retroactive Date** means the applicable date set forth in Item 7. of the Declarations.
27. **Sexual Abuse and Molestation** means any actual or alleged conduct, physical act, gesture or spoken or written word of a sexual nature directed by an **Insured**, or by any person for whom an **Insured** is legally responsible, toward any person under the care, custody or control of any **Insured**, including without limitation any actual, alleged or threatened sexual intimacy (even if allegedly consensual), sexual molestation, sexual assault or battery, exploitation or any other sexual act.
28. **Terrorism** means "Certified Acts" as defined by the Terrorism Risk Insurance Act of 2002, or any subsequent amendments or reauthorizations of such Act (TRIA).
29. **Third Party Wrongful Act** means any of the following, when alleged against an **Insured** by **Your Business Invitee** or by a third party individual (other than another **Insured**, student or minor) with whom an **Insured** interacts outside of the **Premises** for the purpose of conducting official business on **Your** behalf:
- a. Harassment (including sexual harassment);
 - b. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
 - c. Invasion of privacy.
- A Third Party Wrongful Act shall not include a **Public Officials Wrongful Act**.
30. **Travel/Printing Expenses** means reasonable and necessary expenses incurred by **You** in response to a **Public Crisis Event** within one hundred twenty (120) days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.
31. **Victim** means:
- a. An elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction;
 - b. A **Business Invitee**; or
 - c. An **Employee**;
- who sustain(s) a **Bodily Injury**.

Victim shall not include independent contractors or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

32. **Wrongful Act** means any **Public Officials Wrongful Act, Employment Practices Wrongful Act** or **Third Party Wrongful Act**.

F. CONDITIONS

1. **Other Insurance:**

Insurance provided under this Policy will be excess of and will not contribute with other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy by reference in such other policy to the Policy number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event that coverage is available for a **Claim** under any other insurance policy that applies to **Claims** for **Bodily Injury, Personal Injury** or property damage, **We** will have no duty to defend such **Claim**, or to pay any **Defense Expenses** incurred by **You** or on **Your** behalf, or to contribute to or reimburse **Defense Expenses** incurred by such other insurance policy in connection with such **Claim**.

2. **Cooperation:**

In the event of a **Claim**, the **Insured** will provide **Us** with all information, assistance and cooperation that **We** reasonably request, and will do nothing that may prejudice **Our** position or potential or actual rights of recovery. The **Insured** shall not make any payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without **Our** consent. At **Our** request, the **Insured** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements.

3. **Subrogation:**

We will be subrogated to the extent of any payment **We** make under this Policy to all of the rights of recovery of the **Insured**. The **Insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable **Us** effectively to bring suit in their name. The obligations of the **Insured** under this condition will survive the expiration or cancellation of the Policy.

4. **Extended Reporting Period:**

a. If this Policy is cancelled or non-renewed for any reason other than nonpayment of premium, the **Named Insured** will have the right to:

- (1) a seventy-five (75) day Automatic Extended Reporting Period, beginning on the effective date of such cancellation or non-renewal, for no additional premium charge; and
- (2) to purchase an Additional Extended Reporting Period, beginning on the effective date of the cancellation or non-renewal, for an additional premium; provided that the **Named Insured** elects to purchase the Additional Extended Reporting Period in writing and provides **Us** any additional premium due within thirty (30) days of the effective date of cancellation or non-renewal, subject to the available options as set forth in subparagraph c.

- b. The coverage otherwise afforded by this Policy will be extended to apply to **Loss** or **Defense Expenses** from **Claims** first made during the Extended Reporting Period, but only if such **Claims** are for **Wrongful Acts** committed on or after the **Retroactive Date** and before the end of the **Policy Period**. An Extended Reporting Period does not increase or reinstate any Limit of Liability and may only be effective if all premiums and retentions due under the Policy have been paid. The Automatic Extended Reporting Period shall not become effective if the **Insured** procures replacement coverage. Once purchased, the Extended Reporting Period may not be canceled and the premium shall be deemed fully earned.
- c. Additional Extended Reporting Period Options:
 - (1) a one (1) year extended reporting period for an additional premium of seventy percent (70%) of the Premium set forth in Item 6. of the **Declarations**;
 - (2) a two (2) year extended reporting period for an additional premium of one hundred percent (100%) of the Premium set forth in Item 6. of the **Declarations**; or
 - (3) a three (3) year extended reporting period for an additional premium of one hundred and fifty percent (150%) of the Premium set forth in Item 6. of the **Declarations**.

5. **Notice; Timing; and Interrelationship of Claims:**

- a. As a condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of such **Claim**, with full details, as soon as practicable after any of **Your** public officials or administrators becomes aware of such **Claim** and in no event later than seventy-five (75) days after the expiration of the **Policy Period**.
- b. If, during the **Policy Period**, the **Insured** first becomes aware of any **Wrongful Act** that may subsequently give rise to a **Claim** and, as soon as practicable thereafter but before the expiration or cancellation of this Policy:
 - (1) gives **Us** written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Wrongful Act**, the damages that may result from such **Wrongful Act** and the circumstances by which the **Insured** first became aware of such **Wrongful Act**; and
 - (2) requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**;then **We** will treat any such subsequently resulting **Claim** as if it had been first made during the **Policy Period**.
- c. All notices under this condition must be sent in writing to the address or email address set forth in Item 5. of the **Declarations**.
- d. All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with Condition 5.b., whichever is earlier.

6. **Notice of Crisis Management Expenses; Inspection of Property:**

- a. As a condition precedent to coverage under Insuring Agreement A.3. of this Policy, **You** must notify **Us** in writing as soon as practicable during the **Policy Period**, but in no event more than ten (10) days after the **Public Crisis Event** first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
- b. To be eligible for coverage, **Crisis Management Expenses** must be submitted to **Us** no later than ninety (90) days after such **Crisis Management Expenses** are incurred.
- c. **We** will be permitted, but not obligated, to inspect **Your** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither **Our** right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

7. **Cancellation; No Obligation to Renew:**

- a. **We** may not cancel this Policy except for **Your** failure to pay a premium when due. **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.
- b. **You** may cancel this Policy by mailing to **Us** written notice stating when, not later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in Item 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time that cancellation by **You** is effective or as soon as practicable thereafter. If the Policy Aggregate Limit of Liability, as set forth Item 3.(d) of the Declarations, is exhausted by the payment of **Loss** or **Defense Expenses**, the entire premium will be deemed fully earned.
- c. **We** will not be required to renew this Policy upon its expiration. If **We** elect not to renew this Policy, **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

8. **Representations:**

The **Named Insured** represents that the statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth thereof, which are deemed to be incorporated into and to constitute a part of this Policy.

9. **Separation of Insureds; Protection of Innocent Insureds:**

- a. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:
 - (1) with respect to any natural person **Insured** who knew of such untruth, misrepresentation or omission; and

- (2) with respect to **You**, if, and only if, **Your** elected or appointed official, or the highest ranking member of any of **Your** boards, commissions or units, or any other person in a functionally equivalent position, knew of such untruth, misrepresentation or omission.
- b. No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any exclusion set forth in Section **D. EXCLUSIONS** of this Policy. If it is determined that an exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and exclusions herein.
10. **No Action against Us:**
- a. No action may be taken against **Us** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and **Us**.
- b. No person or entity will have any right under this Policy to join **Us** as a party to any **Claim** to determine the liability of any **Insured**; nor may **We** be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.
11. **Insolvency of Insured:**
- We** will not be relieved of any of **Our** obligations under this Policy by the bankruptcy or insolvency of an **Insured**.
12. **Non-Accumulation of Limits:**
- If coverage is provided under this Policy and any other policy or policies underwritten or reinsured by **Us** to **You**, the maximum amount payable in the aggregate under this Policy and all such other policies shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible will apply, which shall be the retention or deductible corresponding to the Limit of Liability applied to the **Claim**.
13. **Territory:**
- This Policy applies to **Wrongful Acts** committed by an **Insured**, or to any **Claim** brought against an **Insured**, anywhere in the world.
14. **Authorization and Notices:**
- The **Insureds** agree that **You** will act on their behalf with respect to receiving any notices and return premiums from **Us**.
15. **Changes:**
- This Policy contains all the agreements between any and all **Insureds** and **Us** concerning this insurance. The **Named Insured** is authorized on behalf of all **Insureds** to make changes in the terms of this Policy with **Our** consent. This Policy's terms can be amended or waived only by endorsement issued by **Us** and made part of this Policy.
16. **Assignment:**
- No assignment of interest under this Policy will bind **Us** without **Our** consent.

17. **Entire Agreement:**

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between every **Insured** and **Us** or any of **Our** agents relating to this insurance.

18. **Choice of Law:**

All matters arising hereunder, including but not limited to questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York, notwithstanding New York's conflicts of law rules.

19. **Premium:**

The **Named Insured** shall be responsible for payment of all premiums and will be the payee of any return premium. The Policy premium may be changed at any time if the Policy terms and conditions are changed by, among other things, adding additional insureds, changing limits of liability or extending the **Policy Period**. The **Named Insured** or its designee agrees to pay all increased premiums promptly in accordance with the Company's invoices.

20. **Conformity to Statute:**

All terms of this Policy that conflict with any applicable laws or regulations are hereby amended to conform to such laws or regulations.

21. **Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

In witness whereof, the Insurer has caused this Policy to be executed on the Declarations Page.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

<p>New York</p>	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<p>Ohio</p>	<p>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</p>
<p>Oklahoma</p>	<p>WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p>
<p>Pennsylvania</p>	<p>All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<p>Puerto Rico</p>	<p>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p>

NOTICE TO POLICYHOLDERS

Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	<p>All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p>Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

<p>New York</p>	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<p>Ohio</p>	<p>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</p>
<p>Oklahoma</p>	<p>WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p>
<p>Pennsylvania</p>	<p>All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<p>Puerto Rico</p>	<p>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p>

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Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
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NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL Catlin insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

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- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

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- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

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NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/iran.aspx>, see List of CISADA and NDAA Prohibitions or Conditions

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**PGU is The Authority® on
Public Officials Management & Employment Practices Liability**

Coverage Features:

Defense in Addition to the Limit (<i>unless otherwise endorsed</i>)	✓
D&O/E&O/EPL coverage form	✓
Sublimit for Defense for Non-Monetary Claims	✓
Modified Consent to Settle (soft hammer) Clause with only 40% co-insurance requirement for insured	✓
Intentional/Criminal Acts Exclusion to include defense reimbursement until final favorable adjudication	✓
Business Invitee (Third Party) Liability covering Emotional Distress, Sexual Harassment, Discrimination and other allegations	✓
Broad definition of Loss including Back & Front Pay and Punitive Damages with a most favorable venue up to policy limit	✓
Broad definition of Wrongful Act including Personal Injury	✓
Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings (<i>subject to exclusions</i>)	✓
Eminent Domain and Inverse Condemnation defense carve-back sublimit	✓
75-day mini-tail at no cost	✓
Bi-Lateral ERP options of 1, 2 and 3 years	✓
Sub-Limit for Crisis Management	✓
Sub-limit for Wage & Hour (FLSA)	Available by Endorsement
Sub-Limit for Fiduciary Liability	Available by Endorsement
Defense Only Reimbursement Coverage for Breach of Contract	Available by Endorsement
24/7 Toll-free and on-line access to Employer HELPLINE for employment law and HR support	✓

This document is intended to summarize key coverage features generally available. It does not summarize your quotation/indication. Please review the entire quotation/indication, policy form and endorsements for specific details.

Professional Governmental Underwriters | 4870 Sadler Road, Suite 102, Glen Allen, VA 23060

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