



**BOARD OF DIRECTORS  
SAN LORENZO VALLEY WATER  
DISTRICT  
REGULAR MEETING  
AGENDA  
MARCH 7, 2024**

**MISSION STATEMENT:** Our Mission is to provide our customers and future generations with reliable, safe, and high-quality water at an equitable price; to create and maintain outstanding service and community relations; to manage and protect the environmental health of the aquifers and watersheds; and to ensure the fiscal vitality of the San Lorenzo Valley Water District.

Notice is hereby given that a regular meeting of the Board of Directors of the San Lorenzo Valley Water District will be held on **Thursday, March 7, 2024, at 5:30 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, CA, and via videoconference and teleconference. **Open Session will begin at 6:30 p.m.**

Any person in need of any reasonable modification or accommodation to participate in the meeting may contact the District Secretary's Office at (831) 430-4636 a minimum of 72 hours before the scheduled meeting.

This meeting is being conducted as an in-person meeting under the Brown Act, Government Code section 54953, and a quorum of the Board must participate from the location(s) within the District that are identified above. Members of the public may attend the meeting at the identified location(s). Teleconferencing/videoconferencing access as set forth below is being provided as a convenience only and is not guaranteed. The meeting may continue in person even if teleconferencing/videoconferencing capability is disrupted or unavailable.

To join the meeting click the link below, or type it into your web browser.

Webinar/Public link:

<https://us02web.zoom.us/j/85144108029>

+1 346 248 7799

+1 669 900 6833

+1 253 215 8782

Webinar ID: **85144108029**

*Agenda documents are available on the District website at [www.slvwd.com](http://www.slvwd.com) subject to staff's ability to post the documents before the meeting.*

1. Convene Meeting/Roll Call

2. Changes to Closed Session Agenda:  
*Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).*
3. Oral Communications Regarding Items in Closed Session:  
*This portion of the agenda is reserved for Oral Communications by the public for items which are on the Closed Session portion of the Agenda. Any person may address the Board of Directors at this time, on Closed Session items. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Please state your name and town/city of residence at the beginning of your statement for the record.*
4. Adjournment to Closed Session  
*At any time during the regular session, the Board may adjourn to Closed Session in compliance with, and as authorized by, California Government Code Section 54956.9 and Brown Act, Government Code Section 54950. Members of the public will be given the opportunity to address any scheduled item prior to adjourning to closed session.*
  - a. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Gov. Code, § 54956.9)  
Name of Case: *Walker v. County of Santa Cruz, et al.*, Santa Cruz County Superior Court Case No. 24CV00556
  - b. PUBLIC EMPLOYEE MID-TERM PERFORMANCE EVALUATION  
Government Code section 54957  
Title: Interim District Manager

*If necessary the Board of Directors may re-adjourn to Closed Session after the Open Session in order to complete the Closed Session agenda items, as allowed by the Brown Act and the District's Board Policy Manual, Section 9.A. All public comments regarding Closed Session items will be taken right after the meeting starts at 5:30 p.m.*

Closed Session Note:

**The Brown Act prohibits the disclosure of confidential information acquired in a closed session by any person present and offers various remedies to address willful breaches of confidentiality. These include injunctive relief, disciplinary action against an employee, and referral of a member of the legislative body to the grand jury. It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions. Only the legislative body acting as a body may agree to divulge confidential closed**

**session information; regarding attorney/client privileged communications, the entire body is the holder of the privilege and only a majority vote of the entire body can authorize the waive of the privilege.**

5. Re-Convene Meeting 6:30 p.m./Roll Call
6. Report of Actions Taken in Closed Session
7. Changes to the Agenda:  
*Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).*
8. Oral Communications:  
*This portion of the agenda is reserved for Oral Communications by the public on any subject that lies within the jurisdiction of the District and is not on the agenda. Any person may address the Board of Directors at this time. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once. Please understand that the Brown Act limits what the Board can do regarding issues not on the agenda. No action or discussion may occur on issues outside of those already listed on today's agenda. Any Director may request that a matter raised during Oral Communication be placed on a future agenda.*
9. Unfinished Business:
  - a. CHANGE TO MONTHLY BOARD OF DIRECTORS MEETINGS  
Discussion and possible action by the Board to change to monthly Board of Directors meetings instead of twice monthly.
10. New Business:
  - a. REGIONAL GOVERNMENT SERVICES (RGS) CONTRACT AMENDMENT  
Discussion and possible action by the Board regarding a contract amendment for the Interim Director of Finance.
  - b. PEAVINE PIPELINE REPLACEMENT ENVIRONMENTAL CONTRACT AWARD  
Discussion and possible action by the Board regarding an environmental contract award for the Peavine Pipeline Replacement Project.
11. Consent Agenda:  
*The Consent Agenda contains items that are considered to be routine in nature and will be deemed adopted by unanimous vote if no Director states an objection. Any item on the*

*consent agenda will be moved to the regular agenda upon request from an individual Director.*

- a. CalOES HAZARD MITIGATION GRANT PROGRAM (HMGP)
- b. McGRAW 2024 CONTRACT - OLYMPIA CONSERVATION AREA
- c. FALL CREEK FISH LADDER CHANGE ORDERS
- d. RAFTELIS CONTRACT AMENDMENT
- e. AMENDED AND RESTATED AGREEMENT WITH SANDIS CIVIL ENGINEERS
- f. BOARD MEETING MINUTES 1.4.24
- g. BOARD MEETING MINUTES 1.18.24
- h. BOARD MEETING MINUTES 2.1.24
- i. BOARD MEETING MINUTES 2.15.24

12. District Reports: None

*No action will be taken and discussion may be limited at the Chairperson's discretion. The District encourages that questions be submitted in writing ([bod@slvwd.com](mailto:bod@slvwd.com)) on items listed in the District Reports. Questions submitted, if any, will be posted in the next available District Reports, along with a reply.*

13. Written Communication:

- o Email sent to the Board of Directors from W. Brannan 2.5.24
- o Email sent to the Board of Directors from N. Heaney 2.12.24
- o Email sent to the Board of Directors from H. Florio 2.20.24
- o Email sent to the Board of Directors from D. Loewen 2.21.24

14. Informational Material:

- o SDRMA Notice of Director Vacancy

15. Adjournment

**Certification of Posting**

I hereby certify that on March 1, 2024, I posted a copy of the foregoing agenda in the outside display case at the District Office, 13060 Highway 9, Boulder Creek, California, the SLVWD Boardroom, 12788 Highway 9, Boulder Creek, said time being at least 72 hours in advance of the meeting of the Board of Directors of the San Lorenzo Valley Water District (Government Code Section 54954.2).

Executed at Boulder Creek, California on March 1, 2024.

\_\_\_\_\_  
Holly B. Hossack, District Secretary

## MEMO

**DATE:** March 7, 2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** Recommendation to Modify Board Meeting Schedule

**WRITTEN BY:** Brian Frus, Interim General Manager  
**PRESENTED BY:** Brian Frus, Interim General Manager

### STAFF RECOMMENDATION

It is recommended that the Board of Directors adopt the attached resolution modifying the San Lorenzo Valley Water District (District) Board of Directors Policy Manual (Policy Manual) to allow changing the Board meeting schedule from bimonthly to once per month.

### RECOMMENDED MOTION

The Board adopts the attached resolution to modify the District's Policy Manual to allow changing the frequency of regularly scheduled Board of Directors meetings from bimonthly to once per month.

### BACKGROUND

Section 9 of the Board of Directors Policy Manual approved January 20, 2022, states that regularly scheduled Board meetings shall be held on the first and third Thursday of each month including July, November, and December.

While staff understand the importance of keeping both the Board and the public informed, the current bimonthly schedule can at times create a cycle of reporting rather than accomplishing. This prompted staff to carefully

assess the impact of bimonthly Board meetings on their workload and overall productivity. The program and capital project pipeline are formidable, and lessening the frequency of Board meetings would benefit the overall effectiveness of staff.

A brief overview of neighboring water agencies reveals that many hold their Board meetings monthly. Agencies such as Scotts Valley, Soquel Creek, Santa Cruz, Marina Coast, Watsonville, and Monterey One Water conduct monthly meetings, while the Santa Margarita Groundwater Agency opts to meet quarterly.

Staff recommends that the District hold the Board of Directors meeting once a month, on the first Thursday of each month. This adjustment addresses staff's concerns for a more stable workload. Because the first Thursday in July falls on the fourth this year, which is a holiday, the Board may simply cancel the regularly scheduled meeting and call for a special meeting, which could occur for example on the second Thursday.

Staff anticipates that reducing the monthly commitment could also encourage a broader pool of community members to serve on the Board in the future. Moreover, the option of holding a special meeting would remain, if necessary, should an item require more immediate attention.

The resolution also corrects the Policy Manual to reflect the current location of in-person Board meetings.

## **FISCAL IMPACT**

In the absence of any special meetings, a reduction of \$500 per month in the Board of Directors stipend could be realized. While there may also be less staff time required to prepare for and attend meetings, the benefits are more qualitative than quantitative.

## **ENVIRONMENTAL IMPACT**

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the District that will not result in direct or indirect physical changes to the environment.

## **ATTACHMENTS**

- Resolution
- Exhibit 1 - Board Policy Manual

**SAN LORENZO VALLEY WATER  
DISTRICT RESOLUTION NO. XX (23-24)**

SUBJECT: MODIFICATION TO SAN LORENZO VALLEY WATER DISTRICT BOARD OF DIRECTORS POLICY MANUAL TO ALLOW BOARD MEETINGS ONCE MONTHLY

WHEREAS, on January 20, 2022, the Board of Directors (“Board”) of the San Lorenzo Valley Water District (“District”) reviewed the Board Policy Manual (“Policy Manual”) and adopted it for 2022 pursuant to Resolution No. 11 (21-22); and

WHEREAS, said Board Policy Manual states that the regularly scheduled meetings of the Board of Directors shall be held on the first and third Thursday of each month including July, November, and December; and

WHEREAS, the Board of Directors has the ability to change the schedule and amend the Board Policy Manual; and

WHEREAS, periodically amending Board policies assists in the efficient functioning of the Board; and

WHEREAS, staff believe that transitioning the regularly scheduled Board meetings to once monthly beginning on April 4, 2024, and held on the first Thursday of each month thereafter, would help to balance workload and preparation efforts for Board meetings; and

WHEREAS, the location of in-person Board meetings stated in the Policy Manual required correction.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Board hereby adopts and approves the revised Board of Directors Policy Manual, a copy of which Policy Manual is attached hereto as Exhibit 1.

\*\*\*\*\*



PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 7<sup>th</sup> day of March, 2024, by the following vote of the members thereof:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Holly B. Hossack  
District Secretary  
San Lorenzo Valley Water District

EXHIBIT 1

# **SAN LORENZO VALLEY WATER DISTRICT**



## **BOARD OF DIRECTORS POLICY MANUAL 2022**

**ADOPTED**

**January 20, 2022**

**RESOLUTION NO. 11 (21-22)**

## EXHIBIT 1

### MODIFICATIONS TO POLICY MANUAL SINCE LAST FULL BOARD APPROVAL

Reinstate policy of holding regular Board meetings on the first (1st) and third (3rd) Thursday of every month including July, November, and December. (Section 9.A.)

Update the Order of Business to reflect current practice. (Section 9.J.)

Update Technological Conferencing procedures to reflect the District's plans to transition to hybrid meetings. (Section 10.)

Update the section on Minutes to reflect current practice. (Section 13.)

Combine the District's Engineering and Environmental Committees into a single committee. (Section 14.)

Update the section on start and end date for terms of Committee Members. (Section 14.)

Policy to reflect that typically the policy should be reviewed close to the end of each Fiscal Year. (Section 23.)

Policy to reflect change to once per month meetings of the Board of Directors on the first Thursday of each month and to correct the location of in person Board meetings. (Section 9.)

**EXHIBIT 1**

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## EXHIBIT 1

### 1. MISSION STATEMENT

“Our mission is to provide our customers and all future generations with reliable, safe and high quality water at an equitable price; to create and maintain outstanding customer service; to manage and protect the environmental health of the aquifers and watersheds; and to ensure the fiscal vitality of the San Lorenzo Valley Water District”.

Adopted by the Board of Directors of the San Lorenzo Valley Water District on June 2, 2000.

### 2. GOVERNING LAWS

The Board of Directors shall comply with and shall be guided by applicable provisions of Federal laws and State laws, including the [Water Code](#), [Government Code](#), Section [1090](#) of the Government Code, [Elections Code](#) and [Public Resources Code](#). It shall also be guided by this Policy Manual, other policies of the District, and the rules and regulations of the District as established by the motions, resolutions and ordinances enacted by the Board of Directors. Motions, resolutions and ordinances may be enacted by the Board in accordance with the Government Code, Water Code section [30523](#) and/or the [County Water District Law](#) as amended.

### 3. GOVERNMENTAL ETHICS AND AVOIDANCE OF CONFLICTS OF INTEREST

#### A) ETHICS TRAINING

Pursuant to California Government Code section [53234 et seq.](#) or as amended, all Directors shall receive two (2) hours of training in general ethics principles and ethics laws relevant to public service within one (1) year of election or appointment to the Board of Directors, and at least once every two (2) years thereafter. All ethics training shall be provided by entities whose curriculum has been approved by the California Attorney General and the Fair Political Practices Commission. The District Manager and any other employee(s) of the District designated by the Board of Directors shall also receive the ethics training specified herein. The District shall maintain records indicating the name of the entity that provided the training and the dates ethics training was completed. Records shall be maintained for a period of at least five (5) years after the date on which the training was received. These records are public records subject to disclosure under the California Public Records Act.

#### B) CONFLICT OF INTEREST CODE

Pursuant to provision of California Government Code section [81,000 et seq.](#), commonly known as the Political Reform Act, the District shall adopt and maintain a Conflict of Interest Code. The Conflict of Interest Code and any amendments thereto shall be adopted by resolution of the Board of Directors. The Board of Directors shall review the adopted Conflict of Interest Code on a bi-annual basis. At a regularly scheduled Board of Directors meeting in September of each even-numbered year, the Board of Directors shall review its Conflict of Interest Code and, if amendments are needed, shall submit said amendments to the Santa Cruz County Board of Supervisors in accordance with applicable

## EXHIBIT 1

deadlines. If no amendments are needed, the Board of Directors shall submit a written statement saying that its Conflict of Interest Code is still accurate.

### 4. AUTHORITY OF BOARD

- A) The Board of Directors shall act only at properly noticed meetings, as provided by State Law.
- B) Individual Directors shall have no power to act for the San Lorenzo Valley Water District, or the Board of Directors, or to direct District staff, except as authorized by the Board of Directors.
- C) Until a quorum is present there can be no meeting of the Board of Directors. The presence of a minimum of 3 Directors is required to constitute a quorum of the Board of Directors.

### 5. CODE OF CONDUCT

The Board of Directors of the San Lorenzo Valley Water District is committed to providing excellence in legislative leadership that results in providing the highest quality services to its constituents. The Board of Directors is expected to maintain the highest ethical standards, to follow District policies and regulation, and to abide by all applicable local, state and federal laws. Board of Directors conduct should enhance the integrity and goals of the District. In order to assist in the governing of behavior between and among members of the Board of Directors, the following rules shall be observed:

- A) Directors are obligated to uphold the Constitution of the United States and the Constitution of the State of California. Directors will comply with applicable laws regulating their conduct, including without limitation conflict of interest, financial disclosure and open government laws.
- B) Directors will not use or permit the use of District-owned vehicles, equipment, telephones, materials or any other property or resources for personal benefit or profit. Directors will not ask or require District personnel to perform services for the personal benefit or profit of a Director or District personnel.
- C) Directors will not solicit political funds or contributions at District facilities. Directors will not solicit political contributions from District employees, officers, consultants or contractors. Directors will not use the District's logo, stationary or other indicia of the District's identity in any solicitations for political contributions contrary to state or federal law.
- D) Directors will not, without prior approval of the Board of Directors, disclose any confidential information of the District to anyone that is not authorized to receive it or make any unauthorized use of such information.
- E) A Director's interaction with public, press or other entities must recognize the limitation of the Director to speak for the Board of Directors or the District except to repeat explicitly stated Board decisions, while respecting the right of Directors to express individual opinions.

## EXHIBIT 1

- F) The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to the District Manager and staff. Directors shall not be involved in the day-to-day operations of the District.
- G) A Director shall not seek to discipline any employee of the District. Any concerns regarding an employee's performance shall be communicated to the District Manager.
- H) If approached by District personnel concerning specific District policy, Directors should direct inquiries to the District Manager.
- I) Directors will not engage in personal attacks on other Directors or District personnel.
- J) In the performance of their official duties, Directors will strive to treat individuals fairly and avoid granting special consideration, treatment, or advantage to any person or group beyond what is available to other persons or groups in similar circumstances. Directors shall comply with anti-discrimination laws and policies.
- K) Directors should practice the following procedures:
1. Directors should function as a part of the whole. Issues should be brought to the attention of the Board of Directors as a whole, rather than to individual members selectively.
  2. Directors should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged.
  3. Differing viewpoints are healthy in the decision-making process. Individual Directors have the right to disagree with ideas and opinions, but without being disagreeable.
  4. Directors should develop a working relationship with the District Manager wherein current issues, concerns and District projects can be discussed comfortably and openly.
  5. In seeking clarification on informational items, Directors may directly approach the District Manager to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
  6. In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition, sale or development, finance, and programming, said concerns should be referred directly to the District Manager.
  7. In handling complaints or inquiries from residents and property owners of the District, said complaints should be referred to the District Manager and may be followed up by the Board of Directors.



## EXHIBIT 1

8. When responding to constituent requests and concerns at Board meetings, the Board President's discretion determines the amount of time for comments. Specific questions or concerns will be directed to the District Manager for future action by the Board or staff. Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.
  9. In handling items related to safety concerns, hazards should be reported to the District Manager. Emergency situations should be dealt with immediately by seeking appropriate assistance.
- L) Sanctions for violations of this Code of Conduct shall be determined by the Board of Directors. The sanctions imposed shall depend upon the severity of the violation or violations.

### 6. ELECTION OF OFFICERS

There shall be two (2) officers: a President and a Vice-President, who shall be members of the District Board of Directors. Election of officers shall be held at a Board of Directors meeting in December of each calendar year. Officers will serve for a one (1) year term. Elections will conform to the applicable provisions of this Policy Manual.

### 7. BOARD POWERS, DUTIES AND FUNCTIONS

#### A) POWERS

The Board of Directors is responsible for the establishment of policy and general control of the District. This broad authority shall be exercised in accordance with all applicable federal, state and local laws and regulations. The Board of Directors may exercise any powers delegated by law to the District. Powers are exercised by the Board of Directors acting collectively as a legislative body, not by individual directors.

#### B) DUTIES

The primary duties of the Board of Directors are as follows:

1. Take action at properly noticed meetings of the Board.
2. Establish and periodically review written policies for District operation and administration.
3. Be responsible for all District finances.
  - a. Approve the fiscal budget.
  - b. Monitor budget spending and adjust the budget as necessary.
  - c. Approve or reject contracts or expenditures, to the extent decisions have not been delegated to staff.

## EXHIBIT 1

- d. Approve or reject matters that commit the District to funds or facilities or expand the District's services, to the extent not delegated to staff.
- e. Approve the annual financial report.
4. Set rates, fees and charges for District services.
5. Personnel
  - a. Hire and discharge General Manager ("District Manager") and General Legal Counsel ("District Counsel").
  - b. Annually evaluate the District Manager and District Counsel.
  - c. Direct the District Manager regarding when to put the District Counsel contract out to bid, which typically should occur at least every five (5) years.
6. Establish written policy on how Board of Director's meetings are conducted.
7. Review and revise the Master Plan for the District.
8. Make committee appointments.
9. Establish Director compensation limits.

### C) FUNCTIONS

The powers and duties of the Board of Directors include governance, executive and quasi-judicial functions of the District.

#### 1. GOVERNANCE FUNCTIONS

To fulfill its responsibility, the Board of Directors is committed to establishing policies to govern District activities. The Board of Directors shall consider and approve or disapprove matters submitted to it by a Director, Staff or the public. The Board of Directors shall prescribe rules for its own governance which are consistent with its enabling code and other applicable laws and regulations.

#### 2. EXECUTIVE FUNCTIONS

The Board of Directors is authorized to delegate any of its powers and duties to an officer or employee of the District. The Board of Directors; however, retains ultimate responsibility over the performance of those powers or duties so delegated.

#### 3. QUASI-JUDICIAL FUNCTIONS

## EXHIBIT 1

The Board of Directors desires that public complaints be resolved at the lowest possible administrative level. The method of resolving public complaints shall be as follows:

- a. The individual with a complaint shall first discuss the matter with the District Manager. If the individual registering the complaint is not satisfied with the disposition of the complaint by the District Manager, said complaint may be filed with the Board of Directors.
- b. The Board of Directors may consider the matter at a subsequent regular meeting or call a special meeting. The Board of Directors will expeditiously resolve the matter.
- c. This policy in no way prohibits or intends to deter a member of the public from appearing before the Board of Directors to present a verbal complaint or statement in regards to actions of the Board of Directors, District programs or services, or impending considerations of the Board of Directors.

### 8. ROLE OF INDIVIDUAL DIRECTORS

The Board of Directors is the unit of authority for the District. Apart from their normal function as a part of this unit, individual Directors may not commit the District to any policy, act or expenditure unless duly authorized by the Board of Directors. Directors do not represent any factional segment of the constituency, but are, rather, a part of the body which represents and acts for the constituency as a whole.

- A) Each Director has the right to place items on a subsequent Board of Directors Meeting agenda, subject to scheduling by the District Manager in consultation with the Board President. The deadline for submittal of an agenda item including any written backup material by a Director shall be the preceding Wednesday at 5:00 p.m. before the scheduled Board of Directors meeting date at the office of the District Secretary. Agenda item requests received after the submittal deadline for a specific agenda will be added to the next following regularly scheduled agenda, subject to scheduling by the Board President.
- B) Directors will make every effort to attend assigned Board of Directors and Committee meetings:
  1. To prepare adequately for each such meeting;
  2. To observe the rules of decorum as set forth herein; and
  3. Whenever any individual Directors will be absent or late for a Board of Directors or Committee meeting said Director shall notify the District Secretary or Board President at the earliest opportunity.
- C) When requesting information from staff, Directors shall contact the District Manager. When responding to constituent requests and concerns, Directors should reroute such inquiries to the District Manager.

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- D) From time to time, an individual director may need to contact District Counsel directly regarding potentially sensitive legal matters; however, such individual contacts should be infrequent and limited to no more than a half hour in any month unless the District Manager approves additional time for a particular matter.
- E) Each Director shall decide individually on what contact information will be released by District staff to the general public. In order to accomplish this in an orderly and consistent manner, each Director shall provide the District Secretary with a completed and signed Director Contact Authorization Form. Directors shall be responsible for any and all updates and amendments to said Director Contact Authorization Form.
- F) Each Director will be provided with a “.slvwd.com” email address and shall use this email address for District business to help ensure compliance with the California Public Records Act. If a Director (or any other personnel affiliated with the District) uses other email accounts or electronic communications for District business, those accounts and/or electronic communications will be subject to document retention requirements, and possible collection and search.

### 9. BOARD OF DIRECTORS MEETINGS

#### A) TIME AND PLACE OF BOARD OF DIRECTORS MEETINGS

Regularly scheduled meetings of the Board of Directors shall be held on the first (1st) Thursday of each month. For regular meetings, any Closed Session will start no earlier than 5:30 p.m. and Open Session will start at 6:30 p.m.; however, nothing herein precludes the Board of Directors from adjourning to Closed Session after the Open Session. In consideration of all attendees, including members of the public, staff, and Directors, the Chairperson is encouraged to conduct all regular meetings so that they are concluded by 8:30 p.m. or 9:00 p.m. at the latest, i.e. no more than 2-2.5 hours of Open Session meeting time. In-person meetings will be held at the District Conference Room, 12278 Highway 9, Boulder Creek, CA, unless otherwise specified by action of the Board of Directors. Special meetings of the Board of Directors, as that term or its successor terms are defined within the meaning of the Ralph M. Brown Act (California Government Code section 54950 et seq., the “Brown Act”), may be duly authorized and held as deemed necessary by the President or a majority of the Board of Directors or the District Manager. Notice and location of special meetings shall be as prescribed by law. Emergency meetings of the Board of Directors, as that term or its successor terms are defined within the meaning of the Brown Act, may be duly authorized and held as deemed necessary by the District Manager or the Board President. Notice and location of emergency meetings shall be as prescribed by law.

#### B) PUBLIC NATURE OF MEETINGS

All meetings of the Board of Directors shall be open to the public, except when the Board is convened in Closed Session as authorized under provisions of the Brown Act.

## EXHIBIT 1

### C) QUORUM AND VOTING REQUIREMENTS

The presence of three (3) or more Directors shall constitute a quorum for the transaction of District business. No ordinance, resolution or motion shall be passed by the Board of Directors without a majority vote of the Board, unless otherwise required or prescribed by State law. (See for example, Government Code section [54954.2](#).)

A Director abstaining in a vote is considered absent for that vote. A Director abstaining due to a conflict of interest does not count toward a quorum.

### D) BOARD ACTION

The Board of Directors may take action to exercise its powers formally by adopting or rejecting a resolution, ordinance, or motion. The Board of Directors may give directions that are not formal action. Such directions include the Board of Directors' directives and instructions to the District Manager, which shall be determined by a consensus of the Board of Directors at a properly noticed meeting and shall be stated by the Chairperson for clarification.

Except where action is taken by the unanimous vote of all Directors present and voting, the ayes and noes shall be taken upon the passage of all ordinances, resolutions or motions and shall be entered in the minutes. An ordinance does not require two readings at separate meetings unless otherwise prescribed by law. Unless otherwise provided by its own terms, all ordinances, resolutions and motions shall become effective upon adoption.

Any member of the Board of Directors, including the President, can make a motion. Motions require seconds. The President or Chairperson may vote on all motions unless disqualified or abstaining. The Chairperson shall not call for a vote on any motion until sufficient time has been allowed to permit all members of the Board of Directors to speak. Complex motions should generally be prepared in writing and read aloud to the members of the Board of Directors at the time the motion is made. If a motion is not in writing, and if it is necessary for full understanding of the matter before the Board of Directors, the Chairperson shall restate the question prior to the vote. Common motions may be stated in abbreviated form, and will be put into complete form in the minutes. Until the Chairperson states the question, the maker may modify their motion or withdraw it completely. However, after the Chairperson has stated the question, the motion may be changed only by a motion to amend which is passed by a majority vote of the Board of Directors.

### E) PARLIAMENTARY PROCEDURES

Unless otherwise inconsistent with any provision stated herein, Parliamentary Procedure for Board of Directors meetings shall be based upon the current edition of Robert's Rules of Order Newly Revised. No action of the Board of Directors shall be deemed invalid for the reason that said action was not in conformance with Robert's Rules of Order Newly Revised.

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The Chairperson may at any time, during debate or otherwise, declare a recess. Any Director may, at any time, request that the Chairperson exercise his or her discretion to call a recess. Declaration of a recess by the Chairperson shall not be subject to any motions or debate.

### F) ORDERLY DISCUSSION

In order to promote orderly discussion of the issues before the Board of Directors, for each item of business, the Chairperson shall typically conduct discussion in the following order: staff presentation, if any; followed by one opportunity for comment by each Director; public comments; an additional opportunity for comment by each Director; then a request by the Chairperson for a motion, if appropriate. A motion requires a second. A seconded motion will be followed by an additional opportunity for comment by the Board of Directors before the Chairperson calls for a vote. Each Director shall be recognized by the Chairperson before speaking. Notwithstanding any provision of this Policy, however, each Director shall have a right to be heard within reason on any issue before the Board of Directors. Each Director may seek information or comment by the staff on any question. However, the right of any Director to be heard is limited to the particular topic or item of business at issue. The Chairperson shall endeavor to confine debate to the question under discussion, and shall rule out of order any irrelevant or repetitive comments by Directors or members of the public to the extent permitted under the Brown Act.

### G) CLOSED SESSION

Except as otherwise provided by law, all proceedings in Closed Sessions shall remain confidential.

### H) MEETING AGENDAS

The District Manager, in consultation with the Board President, shall be responsible for the preparation of a written agenda for each regular meeting and/or special meeting of the Board of Directors as those terms or its successor terms are defined by the Brown Act. The District Manager and the Board President shall meet, annually, in January of each calendar year to identify recurring items of business that should be placed on written agendas at appropriate times during the coming year. The District Manager, in consultation with the President, shall be responsible for the preparation of a written agenda for each regular meeting and/or special meeting of "other legislative bodies," of the San Lorenzo Valley Water District, as those terms or its successor terms are defined by the Brown Act. The District Secretary shall be responsible for the posting of the appropriate notice and agenda for all meetings of the Board of Directors and/or "other legislative bodies."

A copy of the agenda for each regular meeting of the Board of Directors shall be posted and forwarded to each Director, at least three (3) days in advance of each regular meeting, together with copies of all applicable supporting documentation; minutes to be approved; staff report; and other available documents pertinent to the meeting. Directors shall review agenda materials before each meeting.

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Individual directors may confer directly with the District Manager to request additional information on the agenda items.

### I) ADDITIONAL REQUIREMENTS FOR MEETING MATERIALS

In the usual course of business, most meeting materials should be available when the agenda is posted and should be included in the agenda packet. If staff or consultant supporting materials are not available for inclusion in the agenda packet when the agenda is posted, the corresponding agenda item may be deleted from the agenda and placed on a subsequent meeting agenda at the discretion of the District Manager, in consultation with the President. Any public comment letters designated as such that miss the deadline will be included as Written Communications in a subsequent agenda packet.

In rare instances where staff or consultant supporting materials cannot be made available for inclusion in the agenda packet when the agenda is posted, any such materials to be presented at a regular meeting shall be provided to the District Secretary (or other designated staff member) by 5 p.m. two days before the meeting. Staff will arrange to have the materials posted to the District's website before the meeting. Any staff or consultant materials that miss this deadline will be posted to the District's website before the meeting if feasible, or will be posted following the meeting.

For other meetings of any "legislative body" of the District including Committee meetings, any staff or consultant materials that miss the applicable agenda packet deadline may be posted to the District's website before the meeting if feasible, or will be posted following the meeting.

This policy is intended to promote transparency and compliance with Government Code section [54957.5](#) by ensuring that Directors and the public have access to meeting materials. This policy does not apply to confidential Closed-Session materials.

### J) ORDER OF BUSINESS

The following is a list of the normal order of business at regular meetings. The Board President or Chairperson may rearrange this order at any time. Introductory language for each agenda section may be modified by action of the Board of Directors from time to time.

1. Convene Meeting, Roll Call.
2. Additions and Deletions to Closed Session Agenda.
3. Public Comment related to items on the Closed Session Agenda.
4. Adjournment to Closed Session.
5. Reconvene to Open Session at 6:30 PM.
6. Report of Actions Taken in Closed Session.

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7. Additions and Deletions to Open Session Agenda.
8. Public Comment on any topic within the jurisdiction of the District that is not on the Open Session Agenda.
9. President's Report
10. Unfinished Business.
11. New Business.
12. Consent Agenda.
13. District Reports.
  - a. District Manager Report.
  - b. Department Status Reports.
  - c. Committee Reports.
  - d. Director Reports.
14. Written Communications.
15. Informational Material.
16. (If applicable) Adjournment to Closed Session.
17. (If applicable) Reconvene to Open Session to Report Actions Taken in Closed Session.
18. Adjournment.

### K) ADDITIONS AND DELETIONS TO AGENDA

Additions to the Agenda, if any, shall be made in accordance with California Government Code section [54954.2](#) or as amended (the Brown Act), which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors. If less than two-thirds of the members are present a unanimous vote of those members present is required. Deletions may be made at the discretion of the District Manager or the Chairperson, and do not require a vote unless a Director objects.

### L) PUBLIC COMMENT

The Board of Directors encourages public participation in the governance of the District through public comment periods. In order to present, members of the public must first be recognized by the Chairperson.



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1. If the Board meeting has a Closed Session agenda, members of the public may comment on or ask questions about the items which are on the Closed Session portion of each agenda. Comments or questions may be submitted in writing or orally. If in writing, the entire written communications will be placed in the minutes. If orally, members of the public may have to up to three (3) minutes (unless time is shortened by the President due to circumstances—e.g., in the event of a large number of people wishing to comment orally) to present to the Board of Directors. The President may extend this time at his or her discretion—e.g., in order to allow for a wrap up of the presentation. Oral comments will be summarized and included in the minutes if the member of the public provides his or her name at the beginning of their comment time.
2. Prior to the start of the Open Session agenda, members of the public may comment on or ask questions about topics which are within the jurisdiction of the District but are not on the Open Session portion of the agenda. It is the objective of the Board to have as close to a normal conversation with members of the public as possible while still conforming to the requirements of the Brown Act. This means that the Board cannot take action or discuss a topic or question in depth during this meeting (Brown Act, Gov. Code section [54954.3](#) or as amended). However, the Board can ask clarifying questions in order to make sure that it understands questions or comments, and a brief discussion of how to best handle them may be allowed. All questions will be answered either in real-time (by the Board or staff) or at a later time, unless the questions relate to confidential topics. If a question is answered in real-time, the Board President will ask if the question was answered and, if not, allow a short follow-up request for clarification. If a question cannot be answered in real-time, it will be answered and included in the minutes for that meeting, which will be published at a later time. In addition, the Board may agendaize a public comment item for a future Board meeting, or the Board may send the item to Committee for follow-up and possible action. Comments and/or questions may be submitted in writing or orally. If in writing, the entire written communications will be placed in the minutes. If orally, members of the public may have to up to three (3) minutes (unless time is shortened by the Chairperson at his or her discretion due to circumstances—e.g., in the event of a large number of people wishing to comment orally) to present to the Board of Directors. The Chairperson may extend this time at his or her discretion—e.g., in order to allow for a wrap up of the presentation. Oral comments will be summarized and included in the minutes if the member of the public provides his or her name at the beginning of their comment time. In the interests of respecting everyone's time, members of the public are encouraged to (i) avoid repeating someone else's point—just indicate agreement—and add new content and (ii) to avoid repetition during their comments.
3. In addition, members of the public may address each agenda item prior to Board disposition of that item, including items on the Consent Agenda. Members of the public may have to up to three (3) minutes (unless time is shortened or extended by the Chairperson in his or her discretion) to present to the Board of Directors. The Chairperson may allow a second

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round of public comment at his or her discretion. In order to present, members of the public must first be recognized by the Chairperson.

4. No member of the public shall approach the Board of Directors table while the Board is in session unless granted permission by the President or Chairperson. Proper decorum must be observed by Directors, staff, speakers and the audience at all times. The Chairperson shall preserve order and decorum, discourage personal attacks, and confine debate to the question under discussion. The President shall rule out of order any irrelevant, repetitive or disruptive comments. Please mute or turn off your electronic devices while the Board is in session.
5. It is the policy of the Board of Directors to invite all members of the public to participate in the governance of the District and to provide wide latitude for the free expression of all points of view. However, the Chairperson, or a majority of the board, may eject from a meeting any person who becomes disorderly, abusive, or disruptive, or who fails or refuses to obey a ruling of the Chairperson regarding a matter of order or procedure. In addition, as a last resort, per California Government code [54957.9](#): *In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Representatives of the press or other new media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.*

### M) CONSENT AGENDA

The purpose of a Consent Agenda is to minimize the time required for the handling of any routine and non-controversial matters, where documentation provided to the Board of Directors is adequate and sufficient for approval without inquiry or discussion. Typical matters for the Consent Agenda include approval of the minutes and other minor matters. Any item on the Consent Agenda will be moved to the regular agenda upon request from an individual Director or a member of the public. Items remaining on the Consent Agenda may be expedited by assuming unanimous consent of the members of the Board of Directors and having the Chairperson state that without objection the matter will stand approved.

### N) STUDY SESSIONS

Study sessions or workshop meetings are for the purpose of discussing items that may come before the Board at a later time for official action. Study sessions provide a more informal forum for the Board of Directors, staff and the public to engage in open-ended discussion and share information on a particular subject. No formal action can be taken at a study session; direction can be given to staff

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regarding preparation of an agenda item for discussion and possible action at a subsequent meeting. From time to time, study sessions may be duly authorized as deemed necessary by the President or a majority of the Board.

### O) WRITTEN COMMUNICATIONS

The Written Communications portion of the agenda is established to act as a report of written materials received by the Board as a whole, but may also include items requested for inclusion by individual Directors or members of the public. Written Communications will always be presented in their entirety.

### 10. TECHNOLOGICAL CONFERENCING

Teleconferencing may be used for all purposes in connection with any meeting within the subject matter jurisdiction of any legislative body of the District, and its use is encouraged to the extent permitted by law, including its use for public participation. Teleconferencing is defined as a meeting of a legislative body of the District, the members of which are in different locations, connected by electronic means, through either audio or video, or both. If a legislative body of the District elects to use teleconferencing, it shall comply with all applicable requirements of the Brown Act (Gov. Code section [54953](#), or as amended.) For telephonic and other remote or virtual regular Board meetings, meeting materials that are not posted to the District's website before the meeting should not be shown to the Board of Directors during the meeting.

The District currently conducts all meetings of the Board and Standing Committees remotely pursuant to AB 361. After the COVID-19 emergency, the District intends to transition to conducting hybrid meetings, i.e., meetings held in-person to the extent required by Gov. Code section [54953](#), [while allowing for remote/virtual public participation as permitted by law](#).

For telephonic and other remote or virtual regular Board meetings, meeting materials that are not posted to the District's website before the meeting should not be shown to the Board of Directors during the meeting.

### 11. PRESIDENT

The President shall sit as presiding officer (or "Chairperson") and conduct all meetings of the Board of Directors. The President shall have all the rights to discuss and vote on any issues before the Board of Directors. The President shall carry out the resolution and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe; including the following:

1. Call the meeting to order at the appointed time.
2. Announce the business to come before the Board of Directors in its proper order.
3. Enforce the Board of Directors policies and rules with respect to the order of business and the conduct of meetings.

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4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference.
5. Explain what the effect of a motion would be if it is not clear to every member of the Board of Directors.
6. Restrict discussion to the question when a motion is before the Board of Directors.
7. Rule on parliamentary procedure.
8. Put motions to a vote, and state clearly the results of the vote.
9. Sign all instruments or acts of the Board of Directors (unless signature authority is properly delegated to staff), and carry out stated requirements and the will of the Board of Directors.
10. Consult with the District Manager on the preparation of the Board of Directors agendas. In addition, any Director shall have the right to place any matter on the agenda for any meeting in accordance with the provisions of this policy.
11. Make recommendations to the Board of Directors, as necessary, to establish or disband committees, or to appoint committee members, all subject to Board of Directors approval.
12. Call such meetings of the Board of Directors as deemed necessary, upon giving of notice as prescribed by the Brown Act.
13. Confer with the District Manager and/or District Counsel on matters that may occur between Board of Directors meetings.
14. Be responsible for the orderly conduct of all Board of Directors meetings.
15. Act as spokesperson for the Board of Directors.
16. Coordinate and prepare the Board of Directors annual evaluation of the District Manager and District Counsel.
17. Other duties as authorized by the Board of Directors.

### 12. VICE-PRESIDENT

When the President resigns or is absent or otherwise unable to carry out the duties of the President, the Vice President shall perform the President's duties. When the President disqualifies himself/herself from participating in an agenda item, the Vice-President shall perform the duties of the Chairperson.

### 13. MINUTES

All Board of Directors meetings and Committee meetings will be recorded by audiovisual and/or audio means and made available through the District's website. Said audiovisual

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and/or audio recordings shall be subject to inspection in accordance with State law, including the California Public Records Act. In addition, the District Secretary shall record the minutes for Board of Directors meetings and Committee meetings, which shall also be posted on the District's website.

The minutes shall be of the form of summary minutes and will include the following information: the time the meeting was called to order, the names of the Directors (or, as appropriate, the Committee members) attending the meeting, the vote (roll call or voice) on each matter considered at the meeting, the time the Board of Directors began and ended any Closed Session, the names of the Directors and the names, and titles where applicable, of any other persons attending any Closed Session, a list of those members of the public who spoke on each matter if the speakers identified themselves, whether such speakers supported or opposed the matter, a brief summary of each Director's and public member's statement during the public comment period for each agenda item (if they identified themselves), and the time the meeting was adjourned. Any person speaking during a public comment period may supply written comments which shall be included in the minutes.

The officially adopted minutes shall be available for inspection and copying upon request no later than ten working days after the meeting at which the minutes are adopted, unless circumstances prevent meeting that goal in which case the minutes shall be available as soon as possible.

### 14. COMMITTEES

The Board shall organize committees that are advisory to the Board with regard to matters within their respective areas of responsibility.

The four District Standing Committees (or "Committees") are as follows: Administrative, Budget & Finance, Engineering & Environmental, and Lompico Oversight. Each standing committee shall have no power or authority to commit the District or to take any action on behalf of the Board of Directors. Standing Committees shall hold meetings at such times, frequency and locations as deemed necessary by consensus of the committee members. Committees are encouraged to meet at least monthly.

Committee appointments will be reviewed by the full Board at a Board of Director's meeting in December of each Calendar Year, or as soon thereafter as practical. Applications to serve as a Public Member will be available at the District's Office or on-line at the District's website ([www.slvwd.com](http://www.slvwd.com)). The deadline for Public Member applications typically will be on or about November 26 of any given calendar year. Public Member applications will be reviewed by the full Board. Each committee member shall be appointed by a simple majority vote of the Board.

The terms of Public Member(s) of the Administrative, Budget & Finance, Engineering & Environmental Committees shall start on January 1 and end on December 31<sup>st</sup> of each year unless otherwise specified. The terms of Public Members of the Lompico Oversight Committee are established by the Committee's Charter. If a vacancy occurs at other times of the year, the Board of Directors may make an appointment to fill the vacancy after the District advertises the vacancy and makes applications available to the public.

Members of the public shall serve on no more than one Standing Committee at a time.

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Administrative, Budget & Finance, Engineering, Environmental Committees may have no more than two (2) Directors and at least one (1) Public Member but no more than three (3) Public Members. If more than one public member applies to serve on an individual Committee, the full Board shall vote to determine which public member shall be seated on that Committee for the year or may choose to appoint more than one public member to a Committee by adjusting the size of the Committee appropriately. At any time, the Board may also choose to appoint additional Public Members (up to 3 total) to any Standing Committee.

The Lompico Oversight Committee may have no more than five Public Members. Public Members serving on the Lompico Oversight Committee shall have a residential mailing address within Assessment District 2016-1.

Members of all committees serve at the pleasure of the Board of Directors. Each committee shall designate its own chairperson. For the Administrative, Budget & Finance, Engineering and Environmental Committees the chairperson shall be a member of the Board of Directors. (The preceding sentence does not apply to the Lompico Oversight Committee, and a Public Member shall serve as its chairperson, because no Directors serve on that Committee). Each Committee may elect a vice-chairperson. The chairperson of a committee is its presiding officer and shall be responsible for communicating the recommendation of the committee to the Board of Directors. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson. The chairperson and vice-chairperson are not deprived of any of the rights and privileges of a committee member by reason of being the presiding officer.

Committees shall establish their own meeting schedules in consultation with the District Manager and District Secretary. Regular Committee meetings shall start no earlier than 8 a.m., and the chairperson shall make every effort to conclude meetings by 8:30 p.m., with an outside end time of 9 p.m.

All Committee meetings shall be held in accordance with the provisions of the Brown Act. In order to promote attendance by Directors at Committee meetings without inadvertently creating a violation of the Brown Act, Directors that are not members of a Committee are discouraged from attending but may attend as observers, and, if attending, shall not participate at the Committee's meeting. (The preceding sentence does not apply to the Lompico Oversight Committee because no Directors serve on that Committee, and to avoid Brown Act violations no more than two Directors may attend any Lompico Oversight Committee meeting.)

A majority of the members of each committee shall constitute a quorum for the transaction of business. Only members of the committee are entitled to make, second or vote on any motion or other action of the committee. Each committee member shall be entitled to one vote on all matters considered by the committee. A simple majority vote of the members of the committee shall designate approval of a motion.

During the first regular meeting after January 1<sup>st</sup> of each year, each Committee (except Lompico Oversight) shall review the District's current Strategic Plan and identify Strategic Plan Elements pertaining to said Committee. The Committee's findings regarding such Strategic Plan review shall be reported back to the Board at the next available regular Board Meeting for discussion and to allow the Board to provide

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direction back to the committees regarding completion of identified Strategic Plan Elements.

All committee member absences will be considered by the majority of the committee members to determine whether or not the absence is without cause. Sickness, jury duty, vacation and/or bereavement will be considered excused absences. When three meetings in a row or a total of six meetings in one calendar year are missed the remaining committee members will consider removal of the individual from the committee. The removal must be voted upon and approved by the majority of the committee members with the exception of the committee member in question.

Vacancies shall be reported to the full Board as soon as practically possible.

A Committee has jurisdiction to consider and make a recommendations to staff, other committees and to the Board of Directors regarding any item of business within the responsibility of the Committee. Committee recommendations shall be communicated to the Board of Directors. A committee may consider other matters referred to it by the Board of Directors.

Each Standing Committee shall, as a minimum, be responsible for the following:

### Administrative Committee

The Committee shall be responsible for matters of internal and external administrative matters including: communications, staffing and staff support; District's data gap grant programs; interagency relations; codes and policies, pending State and federal legislation; and other administrative programs.

### Budget and Finance Committee

The Committee shall be responsible for the review of District finances including: rates, fees, charges and other sources of revenue; budget and reserves; audit; investments; insurance; and other financial matters.

### Engineering and Environmental Committee

The Committee shall be responsible for the review matters of design, construction, replace and repair of the District facilities and property including: The Capital Improvement Program; Master Plans and other engineering, operational and planning related matters.

In addition, the Committee shall be responsible for matters of stewardship of the District's property including: Urban Water Management Plans; Water Conservation Programs; Classis Watershed Education Grants; Watershed Management; Resource Management and other environmental related matter.

### Lompico Assessment District Oversight Committee

The Committee shall be responsible to fulfill its Charter as it relates to Assessment District 2016-1 projects. The Charter sets forth the purpose and mission of the Lompico Oversight Committee, its procedures for establishing a meeting schedule, and the term of service of Committee members, among other things.

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### 15. MEETING STIPENDS

Each Director may receive compensation as established by resolution of the Board of Directors. Pursuant to California Water Code section [30507](#), each Director may receive compensation in an amount not to exceed one hundred dollars (\$100.00) per day for each day's attendance at meetings of the Board, or for each day's service rendered as a Director by request or approval of the Board of Directors, not to exceed six hundred dollars (\$600.00) in any calendar month.

Consistent with California Water Code section [30507](#), by resolution of the Board of Directors, the District has established the following per day (daily meeting stipend) for each day's attendance at meetings, as defined herein. Such compensation is in addition to any approved reimbursement for meals, lodging, travel and other expenses consistent with the policies stated herein.

- A) To be entitled to a daily meeting stipend of one hundred dollars (\$100.00), the event in question must constitute one of the following:
  - 1. A regular meeting of the San Lorenzo Valley Water District Board of Directors within the meaning of California Government Code sections [54952.2\(a\)](#) and [54954\(a\)](#) as established by the Board of Directors in Section 9.A herein; or
  - 2. Any meeting attended or service provided on a given day at the formal request or approval of the Board of Directors, and for which the Board at a public meeting has approved payment of a daily meeting stipend.
- B) To be entitled to a daily meeting stipend of twenty five dollars (\$25.00), the event in question must constitute one of the following:
  - 1. A meeting, within meaning of California Government Code section [54952.2\(a\)](#), of a District standing committee within the meaning of Government Code section [54952\(b\)](#) and established herein. Only Directors appointed to the District's Standing Committees shall be entitled to said daily meeting stipend.
  - 2. A special or emergency meeting of the San Lorenzo Valley Water District Board of Directors within the meaning of California Government Code sections [54956](#) (special meeting) or [54956.5](#) (emergency meeting) that is not a regular meeting as defined in Section 15.A.1 above.

### 16. TRAINING, EDUCATIONAL PROGRAMS, CONFERENCES AND MEETINGS

The Board of Directors has determined that the following provisions shall be applicable to Director training, educational programs, conferences and meetings:

- A) Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Directors may attend, on behalf of the District, such training, educational programs, conferences and meetings as have been approved by the Board of Directors.



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- B) It is the policy of the District to encourage Board development and excellence of performance by reimbursing necessary and reasonable expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District. Cash advances or use of District credit cards for these purposes is not permitted. All reimbursement of actual and necessary expenses shall be pursuant to District policy on expenditure reimbursement as stated herein.
- C) Attendance by Directors at seminars, workshops, courses, professional organization meetings, and conferences etc. shall be approved by the Board of Directors at a public meeting prior to incurring any authorized reimbursable costs.
- D) The District Manager or designee is responsible for making arrangements for Directors for conference and registration expenses, and for per diem. Per Diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the District Manager, together with validated receipts.
- E) To conserve District resources and keep Directors' reimbursement expenses for training, educational programs, conferences and meetings within community standards for public officials, reimbursement expenditures should adhere to the following guidelines. Expenses to the District for Board of Directors' training, education programs, conferences and meetings should be kept to a minimum by:
1. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates.
  2. Traveling together whenever feasible and economically beneficial.
  3. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.
- F) A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after the Director has announced a pending resignation, or if it occurs after an election in which it has been determined that a Director will not retain a seat on the Board of Directors. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.
- G) Whenever a Director who has not previously attended a particular conference or educational program is available to attend same, that Director shall have preference for attendance over a Director who has previously attended the same program.
- H) Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board of Directors, or make a verbal report during the next regular meeting of the Board of Directors. The report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the

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session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

- l) Nothing in this policy shall permit the conduct of business in violation of the Brown Act when more than three (3) Directors attend the same event.

### 17. EXPENDITURE REIMBURSEMENT

The purpose of this policy is to prescribe the manner in which members of the San Lorenzo Valley Water District Board of Directors may be reimbursed for expenditures related to approved District business. The District shall adhere to California Government Code sections [53232 through 53232.4](#) or as amended when dealing with issues of expenditure reimbursements for Directors. This policy shall apply to all members of the Board of Directors, and is intended to result in no personal gain or loss to a Director.

Directors may be reimbursed for out-of-pocket expenditure(s) relative to reasonable and necessary costs associated with appropriate District business. The Board of Directors must provide approval for said District business at a public meeting prior to incurring any authorized reimbursement costs.

Directors are eligible to receive reimbursements for travel, meals, lodging, and other reasonable and necessary expenses associated with approved District business. Reimbursement rates shall coincide with guidelines established herein, or rates set by Internal Revenue Service ("IRS") Publication 1542 or its successor publication(s), whichever are greater.

If lodging is in connection with a prior approved event, such lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor. If the published group rate is unavailable, Directors shall be reimbursed for comparable lodging at government or IRS rates.

If travel is in connection with a prior approved event, the most economical mode and class of transportation reasonably consistent with scheduling needs must be used, using the most direct and time-efficient route. Directors shall use government or group rates offered by the event provider of transportation when available. If the group rate is unavailable, Directors shall be reimbursed for comparable travel at government or IRS rates.

Directors shall submit their requests for reimbursement on a form approved by the District Manager. The reimbursement form shall include an explanation of the District-related purpose for the expenditure(s). Receipts documenting all expenditure are required to be submitted in conjunction with the expense report form. Failure to submit necessary receipts will result in denial of the reimbursement claim. Expense reports shall be submitted within a reasonable time, and at no time more than fourteen (14) calendar days after incurring the expense. The District Manager will review and approve reimbursement requests.

Any and all expenses that do not fall within the adopted travel reimbursement policy or the IRS reimbursable rates are required to be approved by the Board of Directors in a public meeting prior to the expense(s) being incurred. Expenses that do not adhere to the adopted travel reimbursement policy or the IRS reimbursable rates, and that do not

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receive prior approval from the Board of Directors in a public meeting prior to the expense being incurred, shall not be eligible for reimbursement.

State law provides criminal penalties for misuse of public resources, which includes falsification of expense reports. Penalties include fines, imprisonment, and restitution.

### 18. PERSONNEL POLICIES

#### A) PERSONNEL SYSTEM RULES AND REGULATIONS

San Lorenzo Valley Water District is committed to the provision of an orderly, equitable and uniform personnel system. The Board of Directors by resolution shall establish written rules and regulations for the administration of the personnel system. Personnel system rules and regulations shall be reviewed at a Board of Directors meeting in June of each calendar year or as soon thereafter as reasonable.

#### B) DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION POLICY

The San Lorenzo Valley Water District is an equal opportunity employer. The District is committed to providing a professional work environment free from discrimination, harassment, and retaliation and disrespectful or other unprofessional conduct based on a protected category such as: race, color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation; religion or religious creed (including religious dress and grooming practices); national origin; ancestry; physical or mental disability; medical condition (including cancer); genetic information/characteristics; marital status/registered domestic partner status; age (40 years and older); veteran and/or military status; political affiliation; any other status protected by state or federal law. The District prohibits discrimination, harassment, disrespectful or unprofessional conduct whether based on those protected categories/characteristics, or based on a perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. In addition, the District prohibits retaliation against a person who raises complaints of discrimination or harassment or who participate in workplace investigations.

The Board of Directors by resolution shall establish a written discrimination, harassment, and retaliation prevention policy. The policy shall apply broadly to all persons involved in the operation of the District including but not limited to all employees, supervisors, managers, officers, Directors, and committee members of the District. The policy applies to Directors, and Directors should familiarize themselves with it. The policy shall be reviewed at a Board of Directors meeting in December of each calendar year or as soon thereafter as practicable.

If an allegation made against a Director under the policy is found to be supported, the Board of Directors reserves the right to take such remedial action

## EXHIBIT 1

as is appropriate under all of the circumstances, including, if warranted, initiating an action for recall of such Director.

### 19. DIRECTOR RESIGNATIONS

Resignations by Directors shall be in writing, state the effective date and be submitted to the President of the Board of Directors and District Secretary. In the event the President of the Board of Directors resigns, the resignation shall be submitted to the Vice-President of the Board of Directors and the District Secretary.

### 20. DIRECTOR VACANCIES

Directors are expected to carry out their responsibilities to the best of their abilities. In order to accomplish this goal, Directors should be present for scheduled meetings or events whenever possible. California Government Code section [1770](#) specifies the events that result in a vacancy, including, without limitation, death, resignation, removal from office, ceasing to be an inhabitant of the District, ceasing "to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness", or conviction of a felony or of any offense involving a violation of his or her official duties.

If such vacancy occurs, the Board of Directors will take action in accordance with California Government Code section [1780](#), which allows the Board of Directors to fill the vacancy within sixty (60) days by making an appointment or by calling an election. After 60 days, the County Board of Supervisors may make an appointment to fill the vacancy or order the District to call an election. If the number of Directors falls below a quorum, then at the request of a Director or the District Secretary, the County Board of Supervisors shall promptly make an appointment or may call an election to fill the vacancy.

In order to accomplish this in an orderly and consistent manner, when a vacancy of an elected Director occurs, the District Board of Directors, after discussion and consideration, shall when deemed appropriate, instruct staff to:

- A) Place a public notice advising that a vacancy has occurred in accordance with applicable provisions of law; and
- B) Said notice shall advise prospective candidates of the steps to take to apply for appointment; and
- C) The District's Board of Directors shall establish the closing date for the receipt of applications; and
- D) Applicants shall submit the following, by the date specified in the notice:
  - 1. a letter of interest, and
  - 2. a resume, with particular emphasis on the applicant's knowledge of special districts, and

## EXHIBIT 1

- E) Applicant(s) shall be interviewed at the next regularly scheduled meeting of the District's Board of Directors following the date of closure for applications; and
- F) The District's Board of Directors shall make the appointment without undue delay, but need not act at the same meeting.

### 21. INCONSISTENT, INCOMPATIBLE AND CONFLICTING EMPLOYMENT OR ACTIVITIES

Pursuant to the provision of the California Government Code section [1126](#), the Board of Directors of the San Lorenzo Valley Water District has determined that it would be inconsistent and incompatible for a Director to be a paid employee of the District. Therefore, based on this decision, a member of the Board of Directors shall not be a paid District employee.

### 22. DIRECTORS' LEGAL LIABILITIES

The District shall defend and indemnify Directors from any claim, liability or demand that arises out of a Director's performance of his or her duties or responsibilities as a Director or Officer of the District, as provided by California Government Code sections [825](#) and [995](#).

In the event that such claim, liability or demand involves an alleged conflict of interest on the part of the Director seeking defense or indemnification, prior to approving or disapproving any such request the District shall do all of the following:

- A) Consider any formal determination obtained from the California Fair Political Practices Commission (FPPC), or if no such determination was obtained, the reason(s) why not;
- B) Forward the Director's written request to the District's risk management entity or insurer for a coverage determination;
- C) Obtain a legal opinion from District Counsel and consider whether to obtain a second legal opinion.

To the maximum extent permitted by law, any decision to approve or grant such a request shall be made subject to a reservation of rights on the part of the District.

### 23. INVESTMENT POLICY

San Lorenzo Valley Water District is committed to the establishment of formal policies relative to the prudent investment of the District's unexpended cash. The Board of Directors by resolution shall establish written guidelines for the investment of all San Lorenzo Valley Water District funds or funds in the custody of the District, in a manner which conforms to all federal, state and local statutes governing the investment of public funds. Said guidelines shall provide for an optimal combination of safety, liquidity and yield. The District's Investment Policy and, any amendments thereto, shall be adopted by resolution of the Board of Directors. The Investment Policy shall be reviewed at a Board of Directors meeting in June before the end of each fiscal year, or as soon thereafter as reasonable.

## EXHIBIT 1

### 24. ANNUAL DISCLOSURE OF REIMBURSEMENTS

The District shall annually disclose any reimbursements paid by the San Lorenzo Valley Water District of at least one hundred dollars (\$100.00) for each individual charge for services or products received. The Board of Directors shall review said reimbursement information for the preceding fiscal year (July 1 - June 30) at a regularly scheduled Board of Directors meeting in September of each calendar year.

### 25. REVIEW OF ADMINISTRATIVE DECISIONS

The provisions of California Code of Civil Procedure section [1094.6](#) shall be applicable to judicial review of all administrative decisions of the Board of Directors pursuant to the provisions of Section [1094.5](#). The provision of Section 1094.6 shall prevail over any conflicting policy or regulation of the District. In accordance with Section 1094.6, the time to seek judicial relief shall be ninety (90) days following the date on which the Board of Directors' decision becomes final. Nothing in this policy shall be deemed to waive the claims filing requirements of the District when damages are sought.

### 26. GENERAL PROVISIONS

Any of the within policies not required by law may be altered, amended, or repealed by a majority of the Board at a duly authorized meeting.

### 27. ANNUAL REVIEW

This Board of Directors Policy Manual shall be reviewed at least annually and ratified by Resolution of the Board of Directors at a Board of Directors meeting, in January of each calendar year or as soon thereafter as reasonable.

\*\*\* END \*\*\*

## MEMO

**DATE:** March 7, 2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** Amendment to Management and Administrative Services  
Agreement with Regional Government Services

**WRITTEN BY:** Brian Frus, Interim General Manager

**PRESENTED BY:** Brian Frus, Interim General Manager

### STAFF RECOMMENDATION

It is recommended that the Board of Directors directs the Interim General Manager to execute an amendment to the Management and Administrative Services Agreement with Regional Government Services to extend the term and increase the not-to-exceed contract amount.

### RECOMMENDED MOTION

The Board:

1. Directs the Interim General Manager to execute an amendment to the Management and Administrative Services Agreement with Regional Government Services increasing the not-to-exceed amount from \$30,000 to \$118,300 and revising the expiration date from June 30, 2024, to September 30, 2024; and
2. Authorizes the Interim General Manager to execute extensions and/or non-substantive modifications to the Agreement, as necessary.

## **BACKGROUND**

On October 16, 2023, an agreement between the District and Regional Government Services was entered into with a not-to-exceed amount of \$30,000, with an expiration date of June 30, 2024, for financial management consulting services.

The District has been utilizing the services of Regional Government Services at a rate double what was originally intended. Additionally, the search for a full-time Director of Finance has taken longer than expected and once hired would benefit from some overlap in tenure with Heather Ippoliti the temporary Finance Manager from RGS currently serving the District.

The additional contract amount of \$88,300 was calculated using the increased utilization and projecting it to September 30, 2024. Note that only the actual hours used will be billed.

With services provided through December 31, 2023, \$15,105, or 50.3% of the contract has been exhausted.

Attached is the draft Amendment No. 1 to the Management and Administrative Services Agreement with Regional Government Services.

## **PRIOR COMMITTEE ACTION**

No prior committee action was taken on this matter.

## **FISCAL IMPACT**

As of January 31, 2024, the Finance & Business Services Department has spent less than 40% of the approved FY 2023-24 department budget. No budget amendment is proposed. There is a sufficient department budget to cover the proposed increased expense.



## **ENVIRONMENTAL IMPACT**

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the District that will not result in direct or indirect physical changes to the environment.

## **ATTACHMENTS**

Amendment No. 1 to the Management and Administrative Services Agreement with Regional Government Services



# REGIONAL GOVERNMENT SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

## AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This first amendment to the Management and Administrative Services Agreement between the **SAN LORENZO VALLEY WATER DISTRICT** (“Agency”) and Regional Government Services Authority, hereinafter called “RGS” is made and entered into this 1<sup>st</sup> day of February 2024.

### RECITALS

The Agency and RGS entered into an Agreement for services dated October 16, 2023. This Amendment is entered into with reference to the following facts and circumstances:

- A. **Section 2.1, Term of Agreement and Termination**, is amended to extend the anticipated completion date to September 30, 2024.
- B. **Section 3, Compensation**, is amended to increase the Not To Exceed (NTE) amount by \$83,000, to a revised total of \$118,300.
- C. **Exhibit B, Scope of Services**, is amended to strike the last bullet under Project Management – i.e., “*On call Human Resources Consultation*” is removed.
- D. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: \_\_\_\_\_

Dated: 2/5/2024

Agency

RGS

\_\_\_\_\_  
Brian Frus, Interim General Manager

DocuSigned by:  
*Sophia Selivanoff*  
\_\_\_\_\_  
Sophia Selivanoff, Executive Director

### Certificate Of Completion

Envelope Id: 47EE282206A940ED9EC3125F725BFAD4	Status: Delivered
Subject: Complete with DocuSign: 2024-02-01 SLVWD (2023-10-16) Amend #1.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Anna Marie Will
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 1350
	Carmel Valley, CA 93924
	awill@rgs.ca.gov
	IP Address: 98.36.172.24

### Record Tracking

Status: Original	Holder: Anna Marie Will	Location: DocuSign
2/5/2024 11:47:45 AM	awill@rgs.ca.gov	

### Signer Events

Signature	Timestamp
Brian Frus, SLVWD Interim General Manager bfrus@slvwd.com	Sent: 2/5/2024 11:50:46 AM
Security Level: Email, Account Authentication (None)	Resent: 2/9/2024 6:33:15 PM
	Resent: 2/11/2024 5:11:06 PM
	Viewed: 2/12/2024 10:12:57 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sophia Selivanoff  
sselivanoff@rgs.ca.gov  
Executive Director

DocuSigned by:  
*Sophia Selivanoff*  
3825EF3025FC4BC...

Sent: 2/5/2024 11:50:45 AM  
Viewed: 2/5/2024 1:58:05 PM  
Signed: 2/5/2024 1:58:30 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 107.209.21.61

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### In Person Signer Events

Signature	Timestamp
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### Editor Delivery Events

Status	Timestamp
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### Agent Delivery Events

Status	Timestamp
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### Intermediary Delivery Events

Status	Timestamp
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### Certified Delivery Events

Status	Timestamp
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### Carbon Copy Events

Status	Timestamp
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### Witness Events

Signature	Timestamp
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### Notary Events

Signature	Timestamp
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### Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 2/5/2024 11:50:46 AM
Certified Delivered	Security Checked 2/5/2024 1:58:05 PM
Signing Complete	Security Checked 2/5/2024 1:58:30 PM

### Payment Events

Status	Timestamps
--------	------------

## MEMO

**DATE:** March 7, 2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** Peavine Pipeline Replacement Environmental Contract Award

**WRITTEN BY:** Chris Klier, Environmental Planner I  
**PRESENTED BY:** Carly Blanchard, Environmental Program Manager

### STAFF RECOMMENDATION

It is recommended that the Board of Directors authorize an expenditure of \$99,693 for environmental consulting services on the Peavine Pipeline Replacement project.

### RECOMMENDED MOTION

The Board:

1. Directs the Interim General Manager to enter into a professional services agreement with Panorama Environmental Inc. in an amount not to exceed \$99,693 for environmental consulting services on the Peavine Pipeline Replacement project.
2. Authorizes the Interim General Manager to execute extensions and/or non-substantive modifications to the Agreement, as necessary.

## BACKGROUND

The CZU Lightning Complex Wildfire in 2020 severely damaged District facilities, including the 1.3-mile Peavine Pipeline (Pipeline), which carries raw water and runs between Foreman Creek and Peavine Creek. The Pipeline must be reconstructed to restore the critical surface water supply and will be replaced using above-grade HDPE pipe, as directed by the Board on November 2, 2023.

The first phase of the Pipeline replacement will be removal of hazardous trees along the existing Pipeline bench. In June 2023, the District completed an extensive tree survey and inventory. Approximately 520 trees were identified as hazardous and requiring removal along the 1.3-mile stretch. The District is pursuing a contract with the California Conservation Corps (CCC) to complete the hazardous tree removal.

Following hazardous tree removal, the final project phases will include Pipeline bench clearing/repair and Pipeline reconstruction. The District will pursue an additional contract with the CCCs to perform these activities.

Prior to moving ahead with any Pipeline replacement activities, the District must complete environmental permitting processes. On January 8, 2024, the District released a Request for Proposal (RFP) seeking a qualified consultant to guide design choices and prepare environmental documentation for the Pipeline replacement and the removal of hazardous trees along Pipeline route. The consultant will have the following goals:

- 1) Determine CEQA permitting method.
- 2) Provide pipeline design recommendations. Additional considerations will include bench width, fire hardening, and addressing risks to the pipeline from geologic and natural hazards.
- 3) Prepare CEQA documents and permitting, including public engagement process.
- 4) Coordinate and consult with the appropriate regulatory agencies.

The District received four proposals from qualified consultants listed below, with budgets ranging from \$100,000 to \$300,000.

- Panorama Environmental
- LSA Associates
- Harris and Associates
- PlaceWorks

Two different environmental permitting approaches were proposed: Statutory Exemption (NOE) and Mitigated Negative Declaration (IS-MND). Two firms included only one environmental permitting approach, while two firms provided both approaches as options.

Proposals were scored by staff based on following criteria included in the RFP.

- Understanding of scope of work requested
- Experience with similar kinds of work
- Quality of staff assigned to project
- Past performance, including cost and schedule control

- Proposed fee
- Firm's local experience

Panorama Environmental, Inc. had the highest scoring proposal due to their thorough understanding of the scope of services, and the efficiency of budget and schedule.

The District is receiving partial financial assistance through the Federal Emergency Management Agency (FEMA) to help cover the costs of emergency response, recovery, and permanent repairs for the Peavine Pipeline Replacement. The District will be responsible for paying contract costs up front and expects to receive reimbursement for 90% of the cost.

#### **PRIOR COMMITTEE ACTION**

None

#### **FISCAL IMPACT**

The total estimated cost for the scope of work contained in the Professional Services Agreement is \$99,693. A total of \$750,000 has been allocated in the FY 23-24 Peavine Pipeline Replacement project CIP budget, thus there are sufficient funds available.

While the District will initially need to pay project costs from reserves, staff expects to be reimbursed for 90% of the costs by FEMA.

#### **ENVIRONMENTAL IMPACT**

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act ("CEQA") guidelines, the proposed action of selecting an environmental consultant is an

administrative activity of the District that will not result in direct or indirect physical changes to the environment.

However, the action is intended to lead to a better understanding of the potential impacts of the Peavine Pipeline Replacement project.

#### **ATTACHMENTS AND RELEVANT LINKS TO DISTRICT WEBSITE**

Attachment A - Panorama Environmental Contract for Professional Services for Peavine Pipeline Replacement

Attachment B - District [RFP](#) dated 01/08/2024  
and [RFP Addendum No.1](#) dated 01/25/2024



## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 7th day of March 2024, (the “Effective Date”) by and between the San Lorenzo Valley Water District, a California county water district (“District”), and Panorama Environmental, Inc., a Californian corporation (“Professional”). District and Professional may herein be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

### RECITALS

**A.** District seeks to hire an independent consultant to perform professional services to assist District with the preparation of environmental documentation for the replacement of approximately 1.3 miles of damaged raw water pipeline, known as the Peavine pipeline and the removal of approximately 520 hazardous trees along the pipeline route the (“Project”).

**B.** Professional has submitted a proposal to District to provide such professional services. A description of the services Professional proposes to provide (“Services”) is attached hereto as Exhibit A: Proposal for Environmental Recommendations, Review and Permitting Services to the San Lorenzo Valley Water District for the Peavine Pipeline Replacement. District desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

**C.** The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which is attached hereto as Exhibit A: Proposal for Environmental Recommendations, Review and Permitting Services to the San Lorenzo Valley Water District for the Peavine Pipeline Replacement.

**D.** The parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Fee Schedule”), which is attached hereto as Exhibit A: Proposal for Environmental Recommendations, Review and Permitting Services to the San Lorenzo Valley Water District for the Peavine Pipeline Replacement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 33 of this Agreement, Section 1 through 33 shall prevail.

{CW021899.2}

**Section 2. Term.** The term of this Agreement shall commence on the Effective Date and terminate on the 12th day of March, 2025 (“Term”) unless the Term is extended or the Agreement is terminated earlier pursuant to this Agreement.

**Section 3. Effective Date.** This Agreement shall only become effective once all the Parties have executed the Agreement (the “Effective Date”).

**Section 4. Work.**

**4.1. Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide District the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**4.2. District Requested Modification of Services.** District may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the rates to be paid to Professional and, if necessary, amend the Completion Schedule described in **Exhibit A** or Fee Schedule described in **Exhibit A**. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless District and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance, or such other terms or conditions mutually agreed upon by the Parties.

**4.3. Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the work outside the Services:

(a) Professional provides District with written notice that specific work requested by District or required to complete the Project is outside the agreed upon Services. Such notice shall: (i) be supported by substantial evidence that the work is outside the Services; (ii) set forth the Professional’s proposed course of action for completing the work and a specific request for District to approve the Modification to the Services; (iii) set forth the Professional’s proposed revisions, if any, to the Completion Schedule; and (iv) set forth the Professional’s proposed revisions, if any, to the Compensation Schedule; and

(b) District agrees that the work requires a Modification;

(c) District approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation

{CW021899.2}

Schedule for Professional's work. Compensation for any additional Services shall not exceed \$99,693 dollars.

## **Section 5. Compensation.**

**5.1. Amount, Time, and Manner of Payment for Professional Services.** District shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to District. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, District may cancel this Agreement if a requested price increase is not acceptable.

**5.2. Payments.** District shall make payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, District shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

**5.3. Invoices.** Professional shall provide District with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to District by Professional shall be in a form approved by District. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to District within forty-five (45) days of the performance of such Services. District shall issue payment according to District's customary procedures and practices for issuing payments to independent contractors.

**Section 6. Notice to Proceed.** Professional shall not commence the performance of the Services until it has been given notice by District ("Notice to Proceed").

**Section 7. Time of Performance.** Professional warrants that it will commence performance of the Services within fifteen (15) calendar days of the date the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

**Section 8. District Assistance to Professional.** Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel, and administrative assistance which may be required to perform its obligations under this Agreement, unless otherwise specified in **Exhibit A** or this Agreement.

**Section 9. Duties of District.** In order to permit Professional to render the services required hereunder, District shall, at its expense and in a timely manner: (a) Provide such information as Professional may reasonably require to undertake or perform the Services; (b) Promptly review any and all documents and materials submitted to District by Professional in order to avoid unreasonable delays in Professional's performance of the Services; and (c) Promptly notify Professional of any fault or defect in the performance of Professional's services hereunder.

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**Section 10. Time and Personnel Devoted to Services.** Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

**Section 11. Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

**Section 12. Representations of Professional.** District relies upon the following representations by Professional in entering into this Agreement:

**12.1. Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional represents and warrants to District that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

**12.2. Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures, and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to District.

**12.3. No Waiver of Claims.** The granting of any progress payment by District, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of District, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

{CW021899.2}

**12.4. District's Remedies are Cumulative.** Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Professional may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

**12.5. No Conflict of Interest.** Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

**Section 13. Conformity with Law and Safety.** Professional shall observe and comply with all applicable laws, ordinances, codes, regulations, and permits of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes, and regulations, including the administrative policies and guidelines of District pertaining to the work. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify District Manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to District, in such form as District may require. This report shall include the following information: (a) Name and address of the injured or deceased person(s); (b) Name and address of Professional's subcontractor, if any; (c) Name and address of Professional's liability insurance carrier; and (d) A detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify District Manager.

**Section 14. Contact by Professional with Project Owner or Project Applicant.** Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of District. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for District under this Agreement.

**Section 15. Confidentiality.** Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by District and that such

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information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to District and make a reasonable effort to obtain a protective order requiring that District’s Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

**Section 16. Ownership of Work Product.** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement (“Products”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to District. With the prior written approval of District’s point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of District irrespective of where located or stored, and Professional agrees to deliver all such documents and information to District, without charge and in whatever form it exists, on the completion of the Professional’s Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which District will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to District in both printed and electronic form, or as may be specified in **Exhibit A**.

Upon the conclusion of the Term or in the event of Termination, Professional agrees, at its expense and in a timely manner, to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its contractors, or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

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**Section 17. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**Section 18. Excusable Delays; Notice to Other Party of Delay.** Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional’s financial inability to perform; (b) Professional’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

**Section 19. Suspension of Services by District.** District reserves the right to suspend Professional's Services under this Agreement when District determines that it is necessary to do so. When possible, District shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by District. If the Services are suspended by District for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by District to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to District such financial information that, in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the “Arbitration of Disputes” section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and District shall continue to make payments for the Services in progress as required by this Agreement.

**Section 20. Termination of Work by District for Its Convenience.** District shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional (“Termination”). In the event District shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If District terminates this Agreement:

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(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement for convenience before District issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Professional. If District terminates this Agreement after District has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, District shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to District such financial information that, in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by District, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

(d) Notwithstanding this Section, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Professional's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Professional.

**Section 21. Assurance of Performance.** If, at any time, District believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**Section 22. Cancellation for Breach by Either Party.** Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If District cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary

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course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Professional.

District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

**Section 23. Arbitration of Disputes.** All claims, disputes, and other matters in question between District and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Santa Cruz County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

**Section 24. Insurance Coverage.** During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide District with written proof of said insurance. Professional shall maintain coverage as follows:

**24.1. General Liability.** Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

**24.2. Workers' Compensation Insurance and Employer's Liability.** Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**24.3. Errors and Omissions Liability.** Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Professional shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**24.4. Commercial Automobile Liability.** Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

**24.5. Waiver of Subrogation.** With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of District for all work performed by Professional, its agents, employees, independent

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contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

**Section 25. Additional Insurance Requirements.** Within five (5) days of the Effective Date, Professional shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required workers’ compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers’ compensation insurance, all of the insurance policies required in this Agreement shall:

(a) Provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such;

(b) Name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work, or operations performed by or on behalf of Professional;

(c) Cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to District;

(d) Be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Professional’s insurance and shall not contribute to it;

(e) Contain standard separation of insured provisions; and

(f) State that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to District.

**Section 26. Indemnification by Professional.** To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to District, indemnify and hold harmless District and District’s Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify District and District’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District and District’s Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against District and District’s Agents.

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**Section 27. Liability of District.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 28. Independent Contractor.** At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between District and Professional. District shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

**Section 29. Professional Not Agent.** Except as District may specify in writing, Professional shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**Section 30. Payment of Taxes and Other Expenses.** Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

**Section 31. Notices.** Any notice or communication required hereunder between District and Professional must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

**San Lorenzo Valley Water District  
Attn: Brian Frus, Interim General Manager  
13060 Highway 9  
Boulder Creek, CA 95006**

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With courtesy copies to:

**White Brenner LLP**  
**Attn: Barbara A. Brenner**  
**1414 K Street, 3rd Floor**  
**Sacramento, CA 95814**

If to Professional:

**Panorama Environmental, Inc.**  
**Attn: Susanne Heim**  
**717 Market Street, Suite 400**  
**San Francisco, CA 94103**

**Section 32. Exhibits.** All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
<b>Exhibit A:</b>	<b>Services</b>

**Section 33. General Provisions.**

**a. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**b. Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**c. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**d. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**e. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of Santa Cruz.

**f. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**g. Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective

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Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**h. Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to District under this Agreement.

**i. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**j. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**k. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**l. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**m. Interpretation.** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**n. Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

**o. Attorney's Fees and Costs.** If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**p. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**q. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

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*[Signatures on Following Page]*

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**

SAN LORENZO VALLEY WATER  
DISTRICT, a California County Water District

**PROFESSIONAL:**

PANORAMA ENVIRONMENTAL, INC., a  
Californian environmental consulting company

By: \_\_\_\_\_  
Brian Frus, Interim General Manager

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

Name: \_\_\_\_\_

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

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

Approved as to Form:

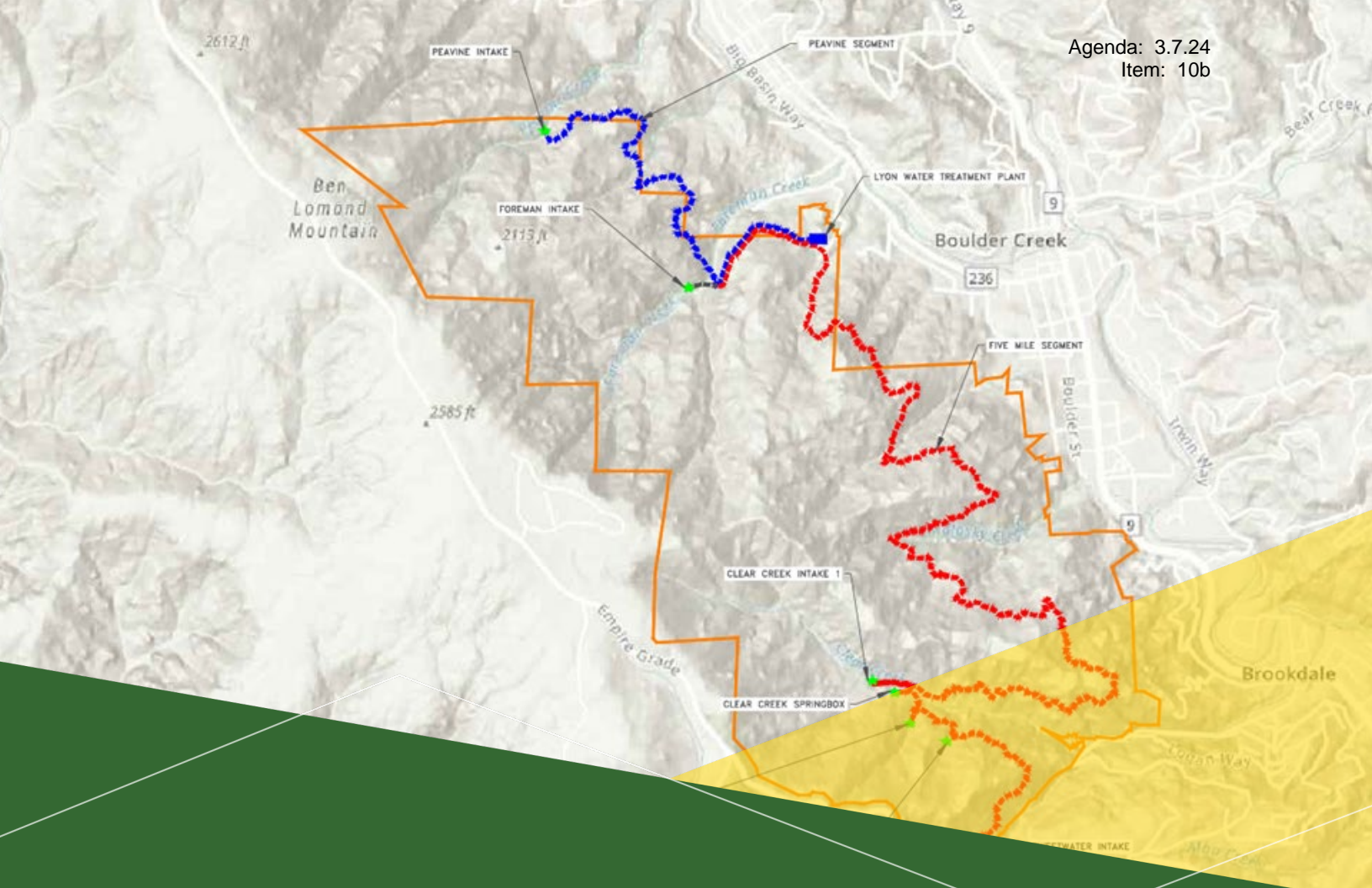
\_\_\_\_\_  
Barbara A. Brenner, General Counsel



**EXHIBIT A**

**Scope of Services**

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# Proposal for Environmental Recommendations, Review and Permitting Services to the San Lorenzo Valley Water District for the Peavine Pipeline Replacement

February 20, 2024



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Appendix A: Resumes



February 20, 2024

Carly Blanchard, Environmental Programs Manager  
San Lorenzo Valley Water District  
cblanchard@slvwd.com

**Subject: Proposal for Environmental Services to Support the Peavine Pipeline Replacement Project**

Panorama Environmental, Inc. (Panorama) is pleased to provide this proposal for environmental services to support the Peavine Pipeline Replacement Project (project). Our proposal is responsive to the RFP and the needs of San Lorenzo Valley Water District (District).

Panorama has assembled a highly-qualified team of professionals to assist the District with the CEQA and environmental compliance requirements for the project. Panorama's team will be managed by Panorama Project Manager, Garrett Peterson. Garrett has over 8 years of experience leading CEQA environmental impact analyses. Panorama Principal, Susanne Heim, will serve as the Project Director. Susanne has 20 years of experience managing and reviewing CEQA documents and will provide overall project direction and quality control management for the project, particularly during selection of the CEQA and permitting pathway. Jake Schweizer, Senior Biologist Vollmar Natural Lands Consulting, Inc. (VNLC), Colin Busby at Basin Research Associates, will lead the biological resource surveys and cultural resource investigation, respectively.

Panorama is known for its quality of service, responsiveness to client needs, and effective project management. Panorama recently completed a high level assessment of CEQA and permitting requirements for the project as part of a consolidated assessment of twenty-four District emergency response projects. Our proposal reflects our prior assessment of the project and potential permit requirements as well as recent experience coordinating with the Federal Emergency Management Agency on the Alta Via Pipeline Project.

Should you have any questions about this proposal, please feel free to contact me at Susanne.heim@panoramaenv.com or (858) 349-8883. We look forward to assisting you.

Sincerely,

Susanne Heim Principal



# Panorama Environmental, Inc. Proposal

## 2: Project Description and Approach

### Project Understanding

The District watershed and water system were severely impacted by the CZU Lightning Complex Wildfire in 2020. Fire damage included impacts to raw water supply lines, storage tanks, and cross-country water transmission pipelines. Approximately 7 miles of above-ground, raw-water pipeline were destroyed in the CZU Wildfire, including the Peavine Pipeline. The District prepared a Constructability Study in 2022 that evaluated various replacement options, including replacing the pipelines at grade. The study recommended that the destroyed pipelines be replaced with buried HDPE pipe to protect from future wildfires. However, a subsequent engineering report found that the previous report underestimated the cost and challenges of burying the HDPE pipeline given the steep slopes and difficult access. Therefore, the SLVWD Board Meeting decided that the pipeline would be rebuilt above-grade using HDPE pipe in the same manner as the previous pipeline.

Prior to replacement of the Peavine Pipeline, the District must remove hazardous trees along the existing pipeline bench. An extensive tree survey and inventory determined that more than 500 trees were identified as hazardous and requiring removal along the 1.3-mile length of pipeline. The District is pursuing a contract with the California Conservation Corps (CCC) to complete the hazardous tree removal, with the project estimated to commence in Spring 2024. The next phases would be to complete the pipeline bench clearing/repair and finally pipeline reconstruction.

### Project Scope/Approach

#### Task 1. Preliminary Project Review, Analysis, & Coordination

Panorama will review the previously prepared technical studies (Freyer and Laureta Engineering Report and Haro Kasunich & Associates Peer Review) and other background information. Panorama will coordinate with the engineers and provide input on permitting feasibility and potential alternatives, such as changes to the stream crossings or fire/natural hazard hardening techniques. Panorama will review all phases of the project: Hazard Tree Removal, Trail Reconstruction, and Pipeline Reconstruction to evaluate potential environmental constraints and help define options for avoiding those constraints. Panorama will also consult with FEMA and other regulatory agencies including California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB), if appropriate to verify the permit requirements and approach. Panorama will prepare a memorandum with recommendation for the appropriate level of CEQA review and permitting applicable to the project. Panorama will specifically evaluate whether the project meets criteria for a Statutory or

## SAN LORENZO VALLEY WATER DISTRICT

Categorical Exemption (CE) from CEQA and NEPA. Panorama previously evaluated the project and found that the project likely qualified for a Statutory Exemption from CEQA under California Code of Regulations (CCR) Title 14 Section 15269(a) because it would be replacing infrastructure that was damaged during a disaster where the Governor declared a state of emergency. Panorama also previously determined that CDFW and RWQCB permits may be required due to stream crossings. The specific permit requirements and location where each permit is triggered would be verified in Task 1.

### **Task 2. Conduct Environmental Studies**

#### **Task 2a. Define Area of Survey/Investigation**

Prior to conducting the biological and cultural resource investigations, Panorama will define the limits of the area of potential effect including potential staging areas and access routes for investigation and obtain District verification of the survey area. The studies defined below would be required to support either a CEQA exemption or IS/MND and would also be required by permitting agencies and FEMA.

#### **Task 2b. Biological Resources**

##### **Preliminary Review and Field Preparation**

VNLC will compile and review existing information on the project site as required for the biological surveys and habitat analysis. Sources of special-status species data will include the California Natural Diversity Database (CNDDDB) list and GIS data, U.S. Fish and Wildlife Service critical habitat and Information for Planning and Consultation (IPaC) data, a California Native Plant Society (CNPS) quadrangle search, and California Department of Fish and Wildlife (CDFW) sensitive habitat documentation (CNDDDB and Manual of California Vegetation). This and other related information will be compiled and used during the field survey(s).

##### **Biological Evaluation Survey and Botanical Resources Field Survey (Round 1)**

One (1) VNLC senior botanist and one (1) wildlife biologist will conduct an initial one-day field survey of the project site, in order to determine whether there are existing sensitive biological resources and/or potential habitat for such resources on the site. If any of the project work areas support habitats that could support special-status plants, the first round of botanical surveys will be conducted during the same visit. The site survey will be conducted in early-to-mid March and will thus represent the first round of protocol-level botanical resource surveys for the early spring season (if focused botanical resource surveys are required).

##### **Preparation of Biological Resources Evaluation**

A BRE will be prepared to address general habitat conditions within the study area, including sensitive habitats and habitats with potential to support special-status plants and animals. Targeted sensitive habitats will include riparian vegetation and plant communities designated as sensitive by the CDFW (e.g., Manual of California Vegetation Rank S3 or G3). The BRE will provide recommended measures to avoid or minimize impact to special-status species. The BRE will also provide recommendations on the need to conduct more targeted surveys for specific biological resources.



## SAN LORENZO VALLEY WATER DISTRICT

### **Jurisdictional Delineation**

As the pipeline would cross multiple creeks, a Jurisdictional Delineation (JD) will need to be prepared by VNLC to determine identify and map any potentially jurisdictional Waters and other regulated habitats within the project site. The JD will determine whether the waters within the study area are subject to jurisdiction by the CDFW and/or the Regional Water Quality Control Board (RWQCB) through state regulations or jurisdictional at the federal level or otherwise regulated by the U.S. Army Corps of Engineers (ACOE) through Section 404 of the Clean Water Act.

### **Botanical Resources Survey and Report (Optional)**

If it is determined that the project site provides potential habitat for special-status/rare plants, two additional surveys will be conducted, in order to conform to protocols established by the CNPS and the CDFW for rare plant surveys. The general timing of the survey rounds will be late April to early May and mid-to-late summer (most likely mid-July to mid-August), with the actual survey time periods to be determined based on weather and local blooming conditions as well as species with potential to occur in habitats present on the site. The surveys will be floristic in nature, whereby all vascular plants encountered within the project site will be identified to species, subspecies, or variety as appropriate. All occurrences of special-status botanical resources, including rare plants and sensitive plant communities, will be mapped with a professional sub-meter precise GPS unit. For the purposes of this project, special-status plants will include all federal and/or state listed taxa as well as all California Rare Plant Rank taxa (formerly CNPS List 1-4). Sensitive plant communities include wetlands and all plant communities identified by the CDFW and/or CNPS as 'Sensitive' (e.g., stands of native grasses and other uncommon and/or threatened plant communities).

Within six weeks of completing the botanical resource surveys a detailed report will be prepared summarizing methods and results of the botanical resource surveys. The report will address the occurrence or potential occurrence of any special-status species and sensitive habitats on the project site. Specifically, the report will detail the following: (1) the methods employed in data compilation, field preparation, and field surveys; (2) the results of field surveys and habitat analyses; (3) the location, extent, and detailed descriptions of any special-status plants documented on the project site; (4) a comprehensive table of special-status plant taxa documented in the greater vicinity of the project site, along with an assessment of the suitability of habitat to support them on the site; (5) a climate graph; (6) supporting GIS-based map graphics (see below) and (9) representative photographs of the project site habitats and any special-status species or sensitive habitats. The report will provide detailed descriptions of each distinct plant community mapped on the project site, using the CNPS rare plant habitat classification system. The descriptions will include dominant plant species and general cover of native versus non-native and invasive species, as well as associated soil types, topography (slope and aspect), hydrology, and other parameters. In addition, the level of detail will be sufficient to conduct a thorough analysis of any potentially occurring special-status plant and animal species.

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### **Task 2c. Cultural Resources**

BASIN is not aware of any recorded archaeological resources within or immediately adjacent to the pipeline alignment based on previous work including archival literature reviews completed for the SLVWD. It is our understanding that the SLVWD may request funding from FEMA to assist with the reconstruction and consequently, the cultural resources review must also complete the federal regulatory requirements for cultural resources pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966 (as amended) (54 U.S.C. § 306108) and its implementing regulations 36 CFR Part 800. BASIN has scoped a moderate but constrained archaeological review to meet both CEQA and NEPA (FEMA) requirements. Research will be conducted using the results of a non-expedited CHRIS/NWIC search.

BASIN will request an archival records search of a 0.25 mile radius of the project alignment from the California Historical Resources Information System, Northwest Information Center (CHRIS/NWIC) to determine the presence of any previously recorded cultural resources within the proposed search area; request a review of the Sacred Lands Inventory (SLI) from the Native American Heritage Commission (NAHC) to determine if any potential resources of interest to the Native American community are present; and, conduct Native American outreach to parties listed by the NAHC (if requested).

A field inventory of the project will be completed by a Professional Archaeologist meeting the Standards of the Secretary of the Interior as FEMA requires a field review of the Area of Potential Effects (APE). The APE for Archaeology includes the area within which an undertaking may directly or indirectly cause changes in the character or use of historic properties, should any be present within the APE.

The results will be prepared in a Cultural Resources Technical Memorandum that will provide: (1) project description and proposed APE; (2) results from the CHRIS/NWIC records search and other archival research sources; (3) results of the NAHC review and Native American outreach; (4) presentation of findings; and (5) an opinion of the project's effect on any cultural properties and management/mitigation recommendations. BASIN does not intend on developing a prehistoric/historic context for the project area at this discovery stage. The report will determine if historic properties or unique archaeological resources will be affected by the project.

### **Task 3. Prepare Notice of Exemption (Option A)**

Panorama will prepare a Notice of Exemption (NOE) documenting the use of a Statutory Exemption for the project (if applicable). The NOE will be filed with the State Clearinghouse for 30 days. If the project does not qualify for an exemption, an IS/MND would be prepared under Option B.

### **Task 3. Prepare IS/MND (Option B)**

#### **Task 3a. Administrative Draft IS/MND**

This task assumes that an IS/MND is the appropriate level of CEQA documentation. Panorama will prepare the Administrative Draft IS/MND. The IS will follow the 2019 CEQA Guidelines

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Appendix G Checklist. The IS will address each of the environmental resource topics and parameters identified in the checklist. The key approaches and technical topics are presented in Table 1 below. Panorama assumes that any significant or potentially significant impacts can be completely avoided or reduced to less-than-significant levels with mitigation measures. An MND will be prepared and attached to the IS. Any mitigation measures that may be necessary will be defined and incorporated into the IS/MND. Panorama will submit the Administrative Draft IS/MND and all supporting appendices to the District for review and comment.

**Table 1 Approach to Address Key Environmental Resources**

Resource	Potential Impacts	Approach to Address
Biological Resources	Impacts on special-status plants and wildlife and impacts on riparian habitat or wetlands from construction of the project in areas containing habitat.	Use data from Task 2a to define biological resources including special-status species, wetlands, and riparian areas that may be affected by the project. Define trees and vegetation for removal. Conduct impact evaluation in compliance with CEQA. Define mitigation as needed to minimize or avoid significant impacts on special-status species and habitats.
Cultural Resources and Tribal Cultural Resources	Potential impacts on historical, archaeological, or tribal cultural resources during construction.	Conduct record search, field survey, and outreach to Native Americans to document any known cultural resources in the project area. Evaluate effects on known resources as well as potential for inadvertent discoveries of cultural resources. Define mitigation for cultural resources in compliance with CEQA.
Air Quality and Greenhouse Gases	Impacts from emissions generated by construction equipment.	Define air quality and GHG emissions using CalEEMod. Evaluate the impact of emissions using Bay Area Air Quality Management District (BAAQMD) CEQA thresholds. Define mitigation if needed to avoid or minimize significant impacts.
Transportation	Potential vehicles miles travelled (VMT) impacts.	VMT impacts are presumed to be less than significant due to no long-term generation of VMT.
Noise	Impacts from use of noise generating equipment during construction.	Evaluate noise levels generated during construction and operation at the nearest sensitive receptor. Discuss the duration of each impact.
Geology and Soils	Impacts from grading and earthwork for construction.	Evaluate any geotechnical reports and engineering information regarding the tank construction. Define impacts on geology and soils and provide mitigation to address site specific impacts on slope stability and seismic hazards.
Hydrology and Water Quality	Impacts on water quality from grading/construction and slope stability.	Evaluate impacts on TMDL for sediment within San Lorenzo River. Define mitigation measure approaches as needed to minimize impacts on water quality from sediment.

**Task 3b. Prepare Draft IS/MND and all Noticing**

Panorama will address and incorporate the District’s comments on the Administrative Draft IS/MND and prepare the Draft IS/MND and associated notices. We have included one conference call or in-person meeting between Panorama and District staff to clarify responses on any comments. Once the Draft IS/MND is determined completed, Panorama will prepare the

## SAN LORENZO VALLEY WATER DISTRICT

Notice of Completion (NOC) for District filing with CEQAnet. Panorama will prepare a mailing list with all property owners within 300 feet. Panorama assumes the District will mail the public review notice to property owners and agencies. Panorama will send the notice to the County Clerk. We will provide a PDF of the Draft IS/MND and one bound copy of the IS/MND for local circulation. The IS/MND is assumed to have a 30-day public review period.

### **Task 3c. Prepare Final IS/MND and MMRP**

Panorama will prepare draft responses to comments received during the public review on the IS/MND to be included as an appendix to the Draft IS/MND (making it into the Final IS/MND). It is assumed that no more than 10 comments will be received. The draft responses will be submitted to District staff for review and comment. Panorama will address and incorporate the District's comments on the responses to comments and provide the District with the final responses. It is assumed that up to one conference call would be held between Panorama and District staff during finalization of the IS/MND. A Mitigation Monitoring and Reporting Program (MMRP) following the requirements of §21080 will be prepared for adoption by the District Board of Directors with the MND.

### **Task 4. Support for NEPA and Regulatory Permitting**

#### **Task 4a. Coordinate with FEMA**

FEMA would be the lead federal agency responsible for NEPA compliance, including compliance with Section 106 of the NHPA and Section 7 of the federal ESA. Panorama will coordinate with FEMA regarding the NEPA compliance pathway. At this time, it is anticipated that the project would qualify for a NEPA Categorical Exclusion; however, further project definition and coordination with FEMA is required. Panorama will coordinate with FEMA prior to and during biological and cultural resource surveys (Task 2) to ensure the survey reports comply with FEMA requirements.

#### **Task 4b. Prepare Permit Applications (Optional)**

Panorama will prepare required permit applications for impacts to waters of the State if needed based on design plans and the results of the JD report. At this time it is assumed that the pipelines would span the waterbodies and would not require an RWQCB permit for impacts to jurisdictional waters. However, CDFW jurisdiction extends to the dripline of riparian vegetation and some of the trees proposed for removal may include trees that are subject to CDFW jurisdiction under Section 1600 of Fish and Game Code. Panorama will prepare a Notification of Streambed Alteration Agreement for SLVWD filing with CDFW. The Notification will be filed with CDFW via EPIMS. This task assumes SLVWD grants Panorama access to EPIMS to file the application and SLVWD pays the 1600 application filing fee.

### **Task 5. Public Outreach Meetings and Public Comment**

If the appropriate CEQA pathway is a Statutory Exemption, Panorama will prepare a Notice of Exemption as listed in Task 3a. Panorama will also attend the SLVWD Board meeting for approval of the project.

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If the appropriate CEQA pathway is an IS/MND, Panorama will draft the Notice of Availability (NOA), Notice of Intent to Adopt (NOI), Notice of Completion (NOC) to the State Clearinghouse and the IS summary forms needed for the public review. Panorama will upload the NOA, NOI, NOC, and IS summary forms to the State Clearinghouse. Panorama will attend the Board of Directors meeting for approval of the IS/MND and MMRP and project and will provide support as needed by the District to present the project and outcomes of the CEQA review. Panorama will provide the Notice of Determination for filing with the County Clerk and the Office of Planning and Research. This task assumes that the District will pay all CEQA filing fees, including the CDFW fee, associated with filing of the MND.

**Task 6. Project Management**

Panorama will attend a kick-off meeting at the start of the contract. It is assumed that the kick-off meeting will be held via Teams or Zoom. The Panorama Project Manager will also attend biweekly meetings with the District as needed over the course of the contract. This task assumes twelve 30-minute meetings between the District and the Panorama Project Manager. Panorama will also prepare monthly invoices and progress reports throughout the course of the contract.

**Deliverables and Schedule**

The project deliverables and estimated schedule for completion are provided in Table 2 below. Panorama’s approach to schedule management includes defining a detailed project schedule at the start of the effort. The Panorama Project Manager will provide deadlines to all staff assigned to the project. Panorama also uses Asana to track tasks and assignments. Asana allows for team tracking of assignments and deliverables and visualization of when tasks are delayed so that the issue can be quickly remedied to avoid or minimize overall impact on schedule.

**Table 2 Project Deliverables and Timing for Delivery**

Task	Deliverable	Timeline
Task 1. Preliminary Project Review	CEQA and Permitting Pathway Memorandum	8 weeks
Task 2. Conduct Environmental Studies	Area of Survey/Investigation	5 weeks
	Draft Biological Resources Reports	13 weeks
	Final Biological Resources Reports*	16 weeks
	Draft Cultural Resources Report	15 weeks**
	Final Cultural Resources Report	18 weeks***
Task 3. Notice of Exemption (Option A)	Prepare Notice of Exemption	19 weeks
Task 3. IS/MND (Option B)	Administrative Draft IS/MND	21 weeks

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Task	Deliverable	Timeline
	Draft IS/MND and Notices	25 weeks
	Public Review Period (30 days)	29 weeks
	Admin Final IS/MND	32 weeks
	Final IS/MND	34 weeks
Task 4. NEPA and Permitting Support	Section 106 and Native American Consultation	24 weeks
	Section 7 consultation (if formal)	135 days after consultation initiated (if needed)
	NEPA concludes	Based on Section 106 and Section 7
Task 5. Public Outreach Meetings and Public Comment	Public Hearing	24 weeks if NOE 36 weeks if IS/MND
	Notice of Determination	36 weeks (IS/MND only)
Task 6. Project Management	Kick-Off Meeting Notes	1 weeks
	Biweekly meeting notes	Biweekly
	Invoices and Progress Reports	Monthly

Notes:  
 \* The schedule for biological resources reports does not include preparation of the botanical survey report, which may require summer or fall blooming surveys.  
 \*\* The cultural resource report timeline assumes the Information Center responds to the records search request within 6 weeks of the request.  
 \*\*\* FEMA is legally obligated to undertake government-to-government consultation with Native American Tribes which may result in additional delay if the results have to be incorporated into the Technical Memo.  
 District review periods for draft reports and IS/MND are assumed to be 1 week.

### 3: Budget

Panorama’s budget for completion of the scope of services is provided below. All services would be billed on a time and materials basis not to exceed the authorized budget.

**Table 3 Proposed Budget**

Task	Optional 1: Statutory Exemption	Option 2: IS/MND
Task 1. Preliminary Project Review, Analysis, & Coordination	\$5,690	\$5,690
Task 2a. Define Area of Effect	\$2,400	\$2,400
Task 2b. Biological Resources Evaluation and Report	\$12,384	\$12,384
Jurisdictional Delineation	\$4,613	\$4,613
Botanical Survey and Report (Option)	\$7,473	\$7,473
Task 2c. Cultural Resources Report	\$7,723	\$7,723
Task 3. Prepare NOE (Option A)	\$775*	
Task 3. Prepare IS/MND (Option B)	-	\$39,990
Task 4a. Support for NEPA	\$3,100	\$3,100
Task 4b. Section 1602 permit from CDFW (If Needed)	\$9,160	\$9,160
Task 5. Public Outreach Meetings and Public Comment	-	\$2,570
Task 6. Project Management	\$2,610	\$4,590
<b>Total Base Tasks</b>	<b>\$39,045</b>	<b>\$82,810</b>
Total with Optional Rare Plant Surveys and CDFW Permits**	\$55,928	\$99,693

Note:

Panorama anticipates a Statutory Exemption is the appropriate CEQA pathway for the project and has highlighted the exemption pathway as the likely cost.

\*Includes preparation and submittal of the Notice of Exemption.

\*\* The need for rare plant surveys and CDFW 1600 permits will be determined during the scope of work. If these services are not needed, the cost would be the base task cost.

### Budget Assumptions

The following assumptions apply to the budget:

## SAN LORENZO VALLEY WATER DISTRICT

- The District will transmit CAD or GIS data for the project layout.
- Panorama assumes one round of District review for each deliverable.
- All meetings are assumed to be virtual.
- No protocol-level wildlife surveys are included in the cost proposal
- The costs for the IS/MND do not include costs for printing of the IS/MND, notices, or payment of any filing fees.
- The cost for the 1600 permit application does not include CDFW filing fees.
- BASIN has scoped a moderate but constrained archaeological review to meet both CEQA and NEPA (FEMA) requirements. Research will be conducted using the results of a non-expedited CHRIS/NWIC search.

### Fee Schedule

Rates for staff that are proposed on this project are provided below.

Name	Position	Rate
Susanne Heim	Principal	\$265
Garett Peterson	Project Manager	\$170
Charlotte Hummer	Environmental Planner II	\$150
Lacar Musgrove	Technical Editing	\$105
Corey Fong	GIS Manager	\$170
Jake Schweizer	Senior Ecologist (VNLC)	\$130
Linnea Neuhaus	Wildlife Biologist (VNLC)	\$95
Colin Busby	Principal Investigator (Basin)	\$150
Donna Garaventa	Research Scientist (Basin)	\$130
	GIS/Graphics (Basin)	\$97

### Other Fees

Mileage will be charged at IRS rates. Information center record search fees will be billed at cost. Subconsultant markup is 10%.



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## 4: Identification of Prime Consultant

RFP Requirement	Panorama Information
Legal name and address of the company.	Panorama Environmental, Inc. 717 Market Street, Suite 400 San Francisco, CA 94103
Legal form of company	S-Corporation
Subsidiary	Panorama is not a subsidiary of any other company
Name, title, address and telephone number of person to contact concerning the Response Submittal	Susanne Heim, Principal 717 Market Street, Suite 400 San Francisco, CA 94103 (858) 349-8883
Project team and the discipline/job title of each team member	Susanne Heim, Principal Garett Peterson, Project Manager Charlotte Hummer, Environmental Planner II Corey Fong, GIS Manager Lacar Musgrove, Technical Editor
General description of your firm’s background and project qualifications, including years of business	Panorama Environmental, Inc. (Panorama) is a Bay Area based environmental consulting firm that offers government agencies and private entities expertise in CEQA, NEPA, and regulatory permit compliance. We have been in business as Panorama for 11 years, but our corporate history extends 39 years to predecessor firms, RMT, Inc. and MHA Environmental Consulting. Panorama has experience providing environmental consulting services to the District on the Blue Ridge Tanks Replacement Project IS/MND and for development of the Post-Fire Recovery, Critical Asset Hardening, Vegetation, and Fuels Management Plan and CEQA documentation.
Any past bankruptcy filings, any contract or subcontract by the firm which has been terminated, in default	Panorama has no past bankruptcy filings, and no contracts or subcontracts have been terminated due to default.
Claims made against it that resulted in litigation or arbitration in the last five years.	No claims have been made against Panorama that resulted in litigation or arbitration in the last five years.

## SAN LORENZO VALLEY WATER DISTRICT

# 5: Firm Qualifications, Team Organization, Experience and Certifications

## Firm Qualifications

Panorama is known for quality of service, responsiveness to client needs, and effective project management. Panorama demonstrated its responsiveness to the District's needs in completing the Post-Fire Recovery, Critical Asset Hardening, Vegetation, and Fuels Management Plan. We started the Fire Management Plan contract prior to the fires in 2020. As a result of the wildfire and impacts on District operation, we quickly mobilized our team of experts to define areas that were at highest risk for water quality impacts and where post-fire recovery efforts should be focused. We also assisted the District in identifying opportunities for funding the post-fire recovery efforts.

Panorama also completed a recent assessment of 24 District emergency projects, including the Peavine Pipeline Replacement Project, for applicability of CEQA exemptions and potential permits required. Panorama determined in that assessment that the project likely qualifies for a statutory exemption and would likely require permits from CDFW due to stream crossings. Panorama will be able to apply its existing knowledge of the project and coordination with FEMA to the current effort.

Through working on these past projects, Panorama is familiar with the needs and expectations of the District and challenges in coordination with FEMA. Our team is uniquely qualified due to our culture of client service, technical expertise, knowledge of local resources, and proven ability to meet client goals and objectives.

## Team Organization

The Panorama team would be managed by Project Manager Garrett Peterson and would operate under the oversight of Panorama Principal, Susanne Heim. Garrett would be responsible for day-to-day management of the staff and subconsultants and Susanne would be responsible for quality assurance/quality control (QA/QC) of all deliverables and verify that the project is meeting the budget and schedule. VNLC would be responsible for completing biological resources surveys and Basin would be responsible for conducting the cultural resources investigation. A team organizational chart is provided below. Resumes for key staff are provided in Attachment A.

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### Panorama Organizational Chart



## Experience of Project Manager and Proposed Personnel as a Team

Garrett Peterson has 8 years of experience preparing and managing CEQA compliance documentation and investigations. He has prepared and managed IS/MNDs for water supply infrastructure projects, road and bridge infrastructure projects, renewable energy, and. Garrett will work under the direction of Susanne Heim. Susanne has 20 years of experience leading CEQA, NEPA, and permitting efforts for water resource projects similar to the proposed effort. Garrett Peterson and Susanne Heim recently completed an IS/MND for a project in the City of Belmont where Basin was responsible for completing the archaeological resource investigation. Garrett has been with Panorama for 6 months and in that time he has worked with each of the Panorama staff assigned to this effort and provided leadership for similar CEQA efforts. As a Principal and co-owner of Panorama, Susanne has the ability to direct Panorama staff resources as needed to meet project and client goals.

Panorama has worked with VNL and specifically the lead biologist, Jake Schweitzer on more than ten biological resource investigations in the last five years. We selected VNL for this

## SAN LORENZO VALLEY WATER DISTRICT

effort due to their experience with biological resources in the project area and their responsiveness to Panorama. Panorama has worked with Basin Resources Group on dozens of projects over the last 20 years and have specifically worked with Colin Busby. We selected Basin for this effort because of their knowledge of local archaeological resources and experience working with local Native Americans. Both VNLC and Basin Resources Group were subconsultants on SLVWD's Bracken Brae and Forest Springs Consolidation Project.

### **Project Management Approach**

Panorama's approach to Project Management includes clear and frequent communication with the District. Panorama has proposed biweekly team meetings between the Panorama Project Manager, Garrett Peterson and District to provide regular updates on the project status and resolve any issues as they arise. Garrett will be the primary contact with the District during the scope of services. Susanne will be a secondary contact with the District and will be available to provide issue resolution and support the overall budget and schedule management for the effort. Panorama's work for this effort will be performed out of our San Francisco office; however, Panorama is continuing to operate in a remote or flexible office arrangement. VNLC is based in Berkeley and Basin is based in San Leandro. Both firms are local to the Bay Area and frequently conduct work in the project region.

Panorama's approach to schedule and budget management allows for an immediate and proactive response to budget or schedule issues. When kicking off the project, Panorama will prepare a detailed process schedule with timelines, dates, and key milestones identified for each deliverable. We create detailed schedules, task deadlines, and project contact lists at the outset of each project and share these resources with all team members so that each individual understands their role and timeline. Panorama's project management methodology, including budget and schedule management, includes weekly (and, at times, daily) review of the budget by the Project Manager. Panorama uses Harvest™ as our timekeeping system because it allows Panorama to get real-time accounting of each project and spend by task for all Panorama staff. This real-time accounting helps Panorama manage the spend rate on each project to match client expectations and goals.

### **Capacity to Complete the Work**

Panorama has specifically selected staff to work on this effort that have capacity to begin work immediately and complete the work on schedule. Maintaining Panorama's strong reputation for client service is very important to us as a small business and Panorama will not take on new projects and work unless we know that we can maintain the level of service that we are known for. We have assigned staff that have capacity to work on the project to meet the project schedule and goals.

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### 6: Past Project Performance

Panorama offers expertise in preparing CEQA compliance documentation and supporting agencies in permitting water resource and natural resource projects. Our current client base includes many Bay Area agencies with similar functions and responsibilities as the District including Marin Municipal Water District (MMWD), East Bay Municipal Utility District (EBMUD), San Francisco Public Utilities Commission (SFPUC), Marin County Flood Control and Water Conservation District, Santa Clara Valley Water District, and Midpeninsula Regional Open Space District.

Panorama also brings significant experience obtaining permits for water resource projects with nuanced permitting requirements. We recently assisted the City of Calexico in obtaining CWA sections 404 and 401, and CDFW 1600 permit approvals for the New River Improvement Project, which involves relocating the normal flow of the river within an underground pipeline to protect public health. We were successful in obtaining all permits in less than 8 months, including a section 404 Individual Permit. We also supported agency negotiations so that the mitigation would involve invasive weed removal only. Our support was recognized by the City, as critical to the success of the project.

Examples of Panorama's similar recent project experience including information about the project, Panorama's role on the project, cost and schedule control, and client reference information is provided on the following pages.

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### SLVWD BRAKEN BRAE AND FOREST SPRINGS CONSOLIDATION PROJECT

**Client/Project Sponsor:**

SLVWD

**Schedule**

CEQA schedule was estimated at 8 months; CEQA tasks were completed in 8 months and in time to apply for grants.

**Budget:**

\$72,193 (work completed under budget)

**Construction Cost:**

Unknown

**Contact:**

Ms. Carly Blanchard  
Environmental Programs Manager  
cblancahrd@SLVWD.com



**Project Overview**

The purpose of the project was to consolidate the Bracken Brae and Forest Springs mutual water companies with the District’s water service. The consolidation included the extension of District water pipelines to Bracken Brae and Forest Springs service area, replacement of an existing segment of District pipeline, installation of a new booster station at the new connection to Bracken Brae and Forest Springs, and replacement of the Forest Springs water tanks. The majority of the pipeline and the booster pump station construction was located within existing roadways and disturbed areas; however, a portion of the pipeline was located cross country and the new water tanks would involve new areas of ground disturbance. Portions of the project would be funded by the Department of Water Resources (DWR).

**Role and Responsibility**

Panorama was hired to prepare IS/MND and supporting technical studies. VNLC conducted the wetland delineation, botanical, biological survey, and a tree survey. Basin Research Associates prepared the cultural resources review and initiated the records search immediately after the Notice to Proceed and conducted their fieldwork as soon as results of the literature review were received.

**Key Issues**

Consolidation of the pipelines required the construction of a new pumping station that would use a backup generator in cases of emergency. The new pump station included design features that would muffle the sound of the generator. However, the pump station was located in a residential neighborhood with nearby receptors who were concerned about noise disturbances from the generator. Panorama attended the public meeting to answer the neighbor’s questions about the noise analysis in the IS/MND and provided additional consultation to SLVWD on how to address the neighbors’ objections to the location of the pump station.

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### EAST BAY MUNICIPAL UTILITY DISTRICT PUMPING PLANTS

**Client/Project Sponsor:**

EBMUD

**Schedule**

July 2019 – present

Project schedule was estimated at 2 years. Work was completed on schedule except for Montclair Pumping Plant where a CEQA addendum was prepared in lieu of an IS/MND.

**Budget:** \$734,034

Work was completed under budget.

**Construction Costs:** Unknown

**Contact Information:**

Josh Alexander

Water Distribution Planning

East Bay Municipal Utility District

(510) 287-1041

**Project Overview**

The East Bay Municipal Utility District (EBMUD) is planning to construct three new pumping plants at the Fontaine (City of Oakland), Montclair (City of Oakland), and Wildcat (San Pablo) sites.

**Role and Responsibility**

Panorama prepared an aesthetics conceptual design and technical reports for cultural resources, hazards and hazardous materials, hydrology/water quality, transportation and traffic, air quality, and noise for each of the three pumping plants. Panorama also led public outreach and coordination with the architect/design consultant to inform the final project design. Panorama is providing peer review of the IS/MND prepared by EBMUD and overall project management services.

**Key Issues**

The new and replacement pumping plants at Fontaine and Montclair are located in residential land uses with adjacent viewers and noise and air sensitive receptors. The proposed Wildcat pumping plant is located adjacent to a middle school. The environmental studies for the three pumping plants needed to address all components of the project including, demolition of the existing pumping plants and construction of the new pumping plants and all associated infrastructure, including new water pipeline extensions. The new pump stations and related site work will need to seamlessly blend into their sites and surrounding neighborhoods. Each pump station building will require a functional envelope that protects equipment from the elements, allows controlled daylight in, and responds to both the natural and built aesthetic of its surroundings.

## SAN LORENZO VALLEY WATER DISTRICT

### CONN CREEK WATER PIPE CROSSING PROJECT

**Client/Project Sponsor:**

City of Calistoga

**Schedule:**

All work was performed on schedule and completed in 2020-2021

**Budget:**

\$154,500

Work was completed within the authorized budget.

**Construction Budget:** Unknown

**Contact Information:**

Hamid Heidary, P.E.  
City of Calistoga  
707-942-2828  
hheidary@ci.calistoga.ca.us

**Project Overview**

The project involves removing a segment of the existing North Bay Aqueduct water pipeline and a protective concrete cap from Conn Creek, a regulatory FEMA Floodway in Napa County. The pipeline and concrete cap are a barrier to fish passage and would be removed from the existing location in the creek bed. A replacement pipeline segment would be installed on the side of Conn Creek Bridge. In addition, approximately 3,000 linear feet of water pipeline would be replaced along the shoulder of Silverado Trail/Highway 128. The project is funded through the FEMA Hazard Mitigation Grant Program.

**Role and Responsibility**

Panorama coordinated with the City and project engineers to prepare a comprehensive project description that would be used in the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND), FEMA Environmental and Historic Preservation Checklist, and permit applications. Panorama prepared a Creek Restoration Plan to restore creek geomorphology after the pipeline and protective cap are removed from the creek bed. Panorama drafted the CEQA IS/MND, FEMA Environmental & Historic Preservation Documentation (EHP), and managed subconsultants to prepare a Cultural Resources Assessment Report and Biological Assessment. Panorama managed consultation with the Middletown Rancheria and Mishewal-Wappo tribes. Additionally, Panorama prepared permit applications for a 1602 Streambed Alteration Agreement with CDFW, 401 Water Quality Certification from the San Francisco Bay Regional Water Quality Control Board, and 404 Nationwide Permit (NWP 58) from Army Corps of Engineers.



**SAN LORENZO VALLEY WATER DISTRICT**

## 7: Identification of Subconsultants

Panorama has included Vollmar Natural Lands Consulting (VNLC) and Basin Research Associates (Basin) on its team to provide technical biological resources and cultural resources services, respectively. Panorama has worked with both VNLC and Basin on dozens of projects. We have worked with VNLC for over 5 years and Basin for over 20 years. Information about each firm is provided below.

RFP Requirement	Vollmar Natural Lands Consulting
Legal name and address of the company	Vollmar Natural Lands Consulting, Inc. 1720 Solano Avenue Berkeley, CA 94707
Name, title, address and telephone number of prime contact	Jake Schweitzer, Senior Ecologist and Office Manager 1720 Solano Avenue Berkeley, CA 94707 (510) 559-9603
Project team and the discipline/job title of each team member	Jake Schweizer, Senior Ecologist Linnea Neuhaus, Wildlife Biologist
General description of subcontractor’s background and project qualifications, including years of business	VNLC is a natural resource consulting and research company providing expertise on the technical and regulatory aspects of natural resource assessment, impact analysis, mitigation, conservation, restoration, and land stewardship. VNLC has been in business for 26 years providing expertise in the following key areas: <ul style="list-style-type: none"> <li>• Rare Plant and Wildlife Surveys, Habitat Assessments, and Species Restoration</li> <li>• Formal Wetland Delineation and Sensitive Habitat Mapping</li> <li>• Vegetation Ecology, Classification, and Mapping</li> <li>• Regional Conservation Planning and Development Studies</li> <li>• Wetland, Riparian, and Upland Habitat Restoration</li> <li>• Biological Constraints Analysis, Impact Assessment, and Permitting</li> <li>• Advanced GIS Analysis, Remote Sensing, and Cartography</li> </ul>
Any past bankruptcy filings, any contract or subcontract by the firm which has been terminated or in default	VNLC has no past bankruptcy filings or contracts terminated for default.
Claims made against it that resulted in litigation or arbitration in the last five years	VNLC has no claims made against it in the last five years.

**SAN LORENZO VALLEY WATER DISTRICT**

RFP Requirement	Basin Research Associates
Legal name and address of the company	Basin Research Associates, Inc. 1933 Davis Street, Suite 214 San Leandro, CA 94577
Name, title, address and telephone number of prime contact	Colin Busby, RPA, President 1933 Davis Street, Suite 214 San Leandro, CA 94577 (510) 430-8441
Project team and the discipline/job title of each team member	Colin Busby, Principal Archaeologist Donna Garaventa, Senior Research Scientist
General description of subcontractor’s background and project qualifications, including years of business	Basin specializes in the preparation of cultural resources compliance documents to meet the requirements mandated by historic preservation laws and regulations. Since 1980, BASIN has worked with many federal, state and local agencies and environmental consulting firms to provide the cultural resources research, field investigations and analyses necessary to meet the mandates of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) as well as local historic preservation requirements. BASIN's “lessons-learned” from past projects have allowed the firm to develop a reputation of providing innovative compliance services consistent with the mandates to protect and preserve cultural resources while remaining responsive to client needs and regulatory requirements.
Any past bankruptcy filings, any contract or subcontract by the firm which has been terminated or in default	Basin Research Associates, Inc. has no past bankruptcy filings. No contracts have been terminated, in default or had claims made against Basin that resulted in litigation or arbitration over the past 10 years.
Claims made against it that resulted in litigation or arbitration in the last five years.	Basin Research Associates, Inc. has no litigation pending and has not been involved in any litigation in connection with any of our prior projects for at least 10 years. No judgments have been entered against Basin Research Associates, Inc. to the best of our knowledge as of August 15, 2022.

## SAN LORENZO VALLEY WATER DISTRICT

### 8: Subconsultant Qualifications

**Vollmar Natural Lands Consulting (VNLC)** works throughout California, providing expertise in:

- Rare Plant and Wildlife Surveys, Habitat Assessments, and Species Restoration
- Formal Wetland Delineation and Sensitive Habitat Mapping
- Vegetation Ecology, Classification, and Mapping
- Regional Conservation Planning and Development Studies
- Mitigation Bank and Mitigation Preserve Establishment
- Conservation Land Management and Monitoring, and Invasive Species Control
- Wetland, Riparian, and Upland Habitat Restoration
- Rangeland Management and Grazing Assessments
- Biological Constraints Analysis, Impact Assessment, and Permitting
- Advanced GIS Analysis, Remote Sensing, and Cartography

VNLC Senior Ecologist hold the following Certifications/Permits:

- Certified Rangeland Manager
- California Tiger Salamander (permitted for larval and adult surveys and handling)
- California Red-legged Frog (permitted for larval and adult surveys and handling)
- Listed Vernal Pool Shrimp (permitted for aquatic surveys)
- CNPS Vegetation Rapid Assessment and Relevé Protocols
- Formal Wetland Delineation Certification
- California Rapid Assessment Methods – CRAM
- Scientific Plant Collecting Permit (State of California)



**Basin Research Associates, Inc.** was founded in 1980 to provide cultural resources research and management expertise to government, industry and individuals throughout northern and central California and western Nevada. Basin has assisted clients over the past 44 years to comply with the regulatory requirements of the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) and the California Environmental Quality Act (CEQA) as well as agency-specific regulations and local requirements pertaining to cultural resources.

## SAN LORENZO VALLEY WATER DISTRICT

### 9: Insurance

Panorama maintains insurance that meets the RFP requirements and understands any insurance certificates are anticipated to become attachments to the Contract between the Consultant and the District.

## **Appendix A - Resumes**



## SUSANNE HEIM, Principal

### Overview of Experience and Expertise



Susanne is a Principal and co-owner of Panorama with 20 years of project and program management experience in the environmental field. Susanne has led CEQA, NEPA, and permitting efforts for water utility, electric utility, and watershed restoration projects throughout California, Nevada, and internationally. Susanne is recognized for her team leadership and ability to motivate teams to achieve project and program goals. Susanne currently leads

Panorama's services in the electric utility, and water resource sectors.

**EDUCATION** M.A., Political Science – Environmental Policy, University of Nevada, Reno  
B.A., Political Science - International Relations, University of California, San Diego

### Key Projects

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**Client:** San Lorenzo Valley Water District (SLVWD)

**Project:** FEMA Planning Projects

**Role:** Project Director

Susanne served as the Project Director for review of 24 projects that SLVWD had requested FEMA and CalOES funding to support. Susanne was responsible for providing quality assurance/quality control review of project deliverables including the technical memorandum and table that tracked the various projects and provided recommendations for the approach to permit each project. The Peavine Pipeline Project was evaluated as part of that effort and it was recommended that the project would qualify for a CEQA emergency exemption but would likely require permits from stream crossings.

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**Client:** San Lorenzo Valley Water District (SLVWD)

**Project:** Bracken Brae and Forest Springs Consolidation Project

**Role:** Project Director

Susanne served as the Project Director for the SLVWD Bracken Brae and Forest Springs Consolidation Project which consolidated the mutual water companies with the SLVWD water service. Susanne was responsible for providing quality assurance/quality control review of project deliverables including the IS/MND and technical investigations including biological survey reports, Phase I ESA, and cultural resource report for the new pipelines and water storage tank.

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**Project:** Ross Reservoir Landslide Repair Project CEQA and Permitting

**Role:** Project Manager

Susanne led the CEQA and permitting strategy for MMWD's landslide repair project at Ross Reservoir. MMWD initially scope Panorama to prepare an IS/MND. Susanne encouraged MMWD to pursue a CEQA statutory exemption for emergency services due to the critical nature of the reservoir to MMWD

operations. Susanne also led all communication with regulators and surrounding jurisdictions to gain support for the effort. The construction was successfully completed in 2020, a year ahead of schedule.

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**Client:** Santa Clara Valley Water District

**Project:** Penitencia Water Treatment Plant Residuals Management Project

**Role:** Project Manager

Susanne is serving as the Project Manager for preparation of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Penitencia Water Treatment Plant Residuals Management Project. The project consists of updates to the residuals management infrastructure including washwater handling, sedimentation basins, and solids handling infrastructure. Susanne has been responsible for coordinating with project engineers to define the project for CEQA analysis and is responsible for quality assurance and quality control of the IS/MND and all supporting technical studies. Key issues include noise during construction and operation as well as visual impacts from the taller dewatering and solids handling building.

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**Project:** New River Improvement Project Permitting

**Role:** Project Director

The project involves installing a diversion structure and 1.5-mile-long pipeline to relocate the normal flows of the New River underground funded through a \$33 million grant from the state legislature. Susanne was the Project Director and provided leadership in defining the permitting strategy and agency coordination approach. She led the initial communication with regulators to improve agency understanding of the degraded habitat conditions within the river and approach to mitigation. Susanne provided QA/QC of all documents and technical support for the analysis. Her leadership for the project was instrumental in meeting the project schedule.

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**Project:** Corte Madera Creek Flood Risk Management Project EIR and Permitting

**Role:** Project Manager

Susanne managed preparation of the Environmental Impact Report (EIR), USACE Environmental Assessment (EA), public outreach, agency coordination, Biological Assessment, and permit applications for the flood control and habitat project. Susanne managed the EIR schedule to meet the DWR grant funding timeline, which required preparation of the Draft and Final EIR and EA in less than a year. Susanne worked closely with local government and agencies to ensure the Final EIR and project approach is supported by the community given the history of project litigation.



## GARETT PETERSON, Environmental Planner/Project Manager

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### Overview of Experience and Expertise



Garrett is a project manager and environmental planner with 8 years of experience, providing management, research, technical, permitting, coordination, and writing support services for energy, urban development, and transportation industries. Garrett is responsible for research, coordination, and management in the preparation of environmental documents for projects subject to compliance with CEQA and NEPA, including EIRs, MNDs, and EAs. Garrett is experienced in supporting clientele with the procurement of regulatory permits and authorizations from the USACE, CDFW, Regional Water Quality Control Board, and Federal Aviation Administration. Garrett also has city planning experience conducting comprehensive development code updates, general plan analysis, entitlement coordination, and public outreach. He also conducts fieldwork, participates in client meetings, and acts as the point person for coordination between technical personnel, clients, project managers and other staff.

#### EDUCATION

B.S. Environmental Policy Analysis and Planning, University of California Davis

### Key Projects

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**Client:** San Lorenzo Valley Water District (SLVWD)

**Project:** Bracken Brae and Forest Springs Consolidation Project

**Role:** Project Manager/Environmental Planner

Mr. Peterson served as the Project Manager for the SLVWD Bracken Brae and Forest Springs Consolidation Project which consolidated the mutual water companies with the SLVWD water service. The consolidation included the extension of SLVWD water pipelines to Bracken Brae and Forest Springs service area, replacement of an existing segment of SLVWD pipeline, installation of a new booster station at the new connection to Bracken Brae and Forest Springs, and replacement of the Forest Springs water tanks. The majority of the pipeline and the booster pump station construction was located within existing roadways and disturbed areas; however, a portion of the pipeline was located cross country and the new water tanks would involve new areas of ground disturbance. Portions of the project would be funded by the Department of Water Resources (DWR).

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**Client:** Bureau of Land Management

**Project:** Rough Hat Clark Solar Project (Nye County, NV)

**Role:** Environmental Planner

Mr. Peterson is currently assisting with the preparation of an Environmental Impact Statement (EIS) for the development of an estimated 400 megawatts (MW) solar facility with battery



## GARETT PETERSON

storage. The Project is located on federal lands administered by the BLM. Garrett is responsible for preparing the following sections: air quality and greenhouse gas emissions, land use and realty, public health and safety, geology and soils, recreation, transportation, and water resources.

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**Client:** City of Belmont  
**Project:** Monte Cresta Drive Extension Project (City of Belmont, CA)  
**Role:** Deputy Project Manager/Environmental Planner

Mr. Peterson helped prepare an IS/MND to extend Monte Cresta Drive by 335 feet from its existing terminus at Monte Cresta Drive and Sequoia Way. The extension of Monte Cresta Drive would allow future development of single-family homes on the five undeveloped parcels. The Project is located on a steep slope in an area at risk for landslides and wildfires. Garrett was responsible for reviewing the IS/MND sections and technical studies. Garrett was responsible for preparing the following sections: biological resources, geology and soils, hazards and hazardous materials, land use and planning, population and housing, transportation, and wildfire.

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**Client:** SunCode Energy  
**Project:** Sagittarius Solar Project (San Bernardino County, CA)  
**Role:** Project Manager/Environmental Planner

Mr. Peterson is currently assisting SunCode Energy with the preparation of a Conditional Use Permit (CUP) for the development of a 10 MW solar energy project in San Bernardino County. Garrett is currently providing planning and technical expertise during the review process. Garrett will then be the Project Manager during preparation of the forthcoming IS/MND or EIR after the CUP is approved by the County.

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**Client:** SunCode Energy  
**Project:** Aquarius Solar Project (San Bernardino County, CA)  
**Role:** Project Manager/Environmental Planner

Mr. Peterson is currently assisting SunCode Energy with the preparation of a Conditional Use Permit (CUP) for the development of a 7 MW solar energy project in Los Angeles County. Garrett is currently providing planning and technical expertise during the review process. Garrett will then be the Project Manager during preparation of the forthcoming IS/MND or EIR after the CUP is approved by the County.

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**Client:** Marin County  
**Project:** Point Reyes Station Coast Guard Project (Marin County, CA)  
**Role:** Environmental Planner

Mr. Peterson is currently assisting with the preparation of an IS/MND for a project that would adaptively reuse and repurpose the former United States Coast Guard (USCG) site to provide affordable housing units in Point Reyes Station. The Project would consist of 54 housing units within the 12 existing buildings. Garrett is responsible for preparing and reviewing the IS/MND sections and technical studies. Key issues include existing hazardous waste on-site, traffic concerns, and the development of an on-site wastewater treatment system.

## GARETT PETERSON

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**Client:** Confidential Client; Nevada, Arizona, Idaho, Utah, and Wyoming  
**Project:** Critical Issues Analyses for Multiple Projects in Western U.S.  
**Role:** Environmental Planner

Mr. Peterson is assisting in the preparation of in-depth analyses of land use and technical issues for multiple critical issues analyses of solar and wind development projects across five states, including on BLM-managed lands. Work involves in-depth research of environmental constraints, review of land use and resource management plans and amendments to determine if conflicts exist, and development of strategies and recommendations for moving projects forward. Work also involved coordination with agencies to confirm findings and obtain non-publicly available data, particularly with regard to biological resources.

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**Client:** Eavor  
**Project:** Geothermal Exploration (Bay Area, CA)  
**Role:** Project Manager/Environmental Planner

Mr. Peterson oversaw an environmental constraints review for siting of geothermal power development facilities at three lease areas in the Bay Area. Key issues that were evaluated include land use and zoning requirements, biological resources, existing access roads, access to available transmission, water resources, recreational use, and local policies and requirements for geothermal development. Garrett also coordinated the development of a webmap of the identified constraints for each site.

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**Client:** Quincy Engineering  
**Project:** San Pablo Bridge Replacement Project (City of Pinole, CA)  
**Role:** Deputy Project Manager/Environmental Planner

Mr. Peterson helped prepare an IS/MND to replace the existing San Pablo Avenue Bridge that crosses the Burlington Northern Santa Fe (BNSF) railroad with a new bridge in the same general footprint, elevation, and alignment. The Project would include a temporary two-lane bridge to accommodate detour traffic to the northwest of the existing bridge during construction. Garrett was responsible for reviewing the IS/MND sections and technical studies. Garrett was responsible for preparing the following sections: biological resources, geology and soils, hazards and hazardous materials, land use and planning, population and housing, transportation, and wildfire.

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**Client:** San Bernardino County  
**Project:** Daggett Solar Power Facility (San Bernardino County, CA)  
**Role:** Environmental Planner

Mr. Peterson helped prepare an EIR to allow for the construction and operation of a utility scale, solar photovoltaic (PV) electricity generation and energy storage facility that would produce up to 650 megawatt (MW) of power and include up to 450 MW of battery storage capacity on approximately 3,500 acres of land. Key issues analyzed in the EIR included hydrology/water quality, aesthetics, air quality, biological and cultural resources, and utilities and service systems. Garrett was responsible for reviewing the EIR sections and technical studies. Garrett was responsible for preparing the following sections: biological resources, geology and soils,

**GARETT PETERSON**

hazards and hazardous materials, land use and planning, population and housing, and transportation.

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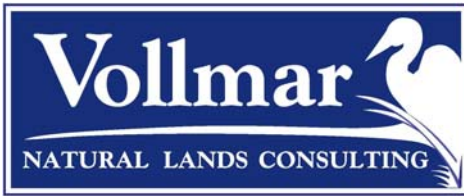
**Client:** San Bernardino County  
**Project:** Ord Mountain Solar Project (San Bernardino County, CA)  
**Role:** Environmental Planner

The proposed project included construction and operation of a 60-MW solar facility, battery storage system, and an SCE interconnecting substation on a greenfield site in unincorporated San Bernardino County. The Calcite Solar Project has followed the Ord Mountain Solar Project and will interconnect to the Calcite Substation. Because the Ord Mountain Solar Project Final EIR was never adopted, the Calcite Solar Project will need to incorporate the analysis of the Calcite Substation. Garrett was responsible for reviewing the EIR sections and technical studies. Garrett was responsible for preparing the following sections: biological resources, cultural resources, geology and soils, hazards and hazardous materials, noise, land use and planning, public services, and transportation.

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**Client:** San Bernardino County  
**Project:** Calcite Solar and Calcite Substation Project (San Bernardino County, CA)  
**Role:** Environmental Planner

Mr. Peterson helped prepare an EIR for a 100MW PV solar energy facility on approximately 664 acres. The project includes construction of an associated on-site substation, inverters, fencing, roads, and supervisory control and data acquisition system. The project also includes a 100MW maximum capacity energy storage (battery) system and a 220kV overhead generation tie line that extending to the proposed Calcite Substation. The Calcite Solar Project is proposed by a private applicant; the Calcite Substation Project is proposed by Southern California Edison (SCE). The Calcite Solar project is the first project to trigger SCE's need for the Calcite substation. Because it is a necessary infrastructure improvement to allow the proposed PV solar and energy storage project to connect to the grid, the Calcite Substation was considered as a connected action for CEQA review and was therefore analyzed in the EIR. Garrett was responsible for reviewing the EIR sections and technical studies. Garrett was responsible for preparing the following sections: biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, population and housing, and transportation.



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## JAKE H. SCHWEITZER, Senior Ecologist/GIS Specialist

### EMPLOYMENT HISTORY

Vollmar Natural Lands Consulting (VNLC)	Senior Ecologist/GIS Specialist	2003 - present
Wetlands and Water Resources	Wetland Ecologist/GIS Specialist Consultant	2001 - 2005
U.C. Berkeley College of Natural Resources, CAMFER Lab	Ecologist/GIS Specialist Research Assistant	2000 - 2001
Applied Geographics	GIS Technical Manager	1997 - 2000
City of Oakland, Measure I Emergency Response System	GIS Technician	1996 - 1997
U.C. Berkeley Map Library	Assistant Librarian	1993 - 1996

### PROFESSIONAL SUMMARY

Mr. Schweitzer combines 21 years of experience as a professional vegetation and wetland ecologist with over 24 years of experience in cartography and geographic information science (GIS, remote sensing/image analysis, and GPS technology). His ecological focus has been in botanical and wetland sciences. He holds federal and state permits to survey for listed fairy shrimp, California red-legged frog, and California tiger salamander and is certified in the vegetation mapping techniques developed by the California Native Plant Society and California Department of Fish and Wildlife. He is also trained to conduct California Rapid Assessment Method (CRAM) surveys. Mr. Schweitzer has been a docent for the past 15 years at the East Bay Regional Park Botanic Garden, teaching native California plant ecology to the public.

Mr. Schweitzer has applied his skills to a wide array of projects, from surveying and modeling threats posed by Sudden Oak Death Syndrome, to performing large-scale botanical and aquatic wildlife surveys, to designing habitat restoration projects. He has served as the lead ecologist and GIS specialist for many of VNLC's regional conservation and land use projects throughout central and northern California. He is currently serving as project manager and Senior Ecologist for several habitat restoration projects within the Coast Ranges, including the reintroduction of the endangered Contra Costa goldfields (*Lasthenia conjugens*) into its namesake county.

### EDUCATION

B.A. Physical Geography (concentration in ecology and geographic information science), University of California, Berkeley, 1995. Recipient of Lucille McClish Oberlander Award "for Outstanding Achievement in Physical Geography."

## REPRESENTATIVE PROJECT EXPERIENCE

### **Calabazas Creek Open Space Preserve Biological Resource Surveys (Sonoma County, CA)**

Senior Ecologist and Project Manager (2013 - 2016)

Prepared a comprehensive property management plan for the 1,200-acre open space preserve. The Preserve encompasses oak woodland, mixed evergreen forest, chaparral, riparian forest, seasonal wetland, and grassland habitats. In support of management plan development, conducted special-status plant surveys, plant community mapping, noxious weed mapping, sudden oak death occurrence mapping, encroaching Douglas fir mapping, California freshwater shrimp surveys, amphibian and bird surveys, and wetland habitat mapping. Results included the documentation of four special-status plant species and four special-status animal species.

### **Loma Fire Habitat Monitoring (Santa Clara County, CA)**

Senior Ecologist and Project Manager (2017 - 2019)

Conducted post-fire habitat monitoring on 2,000 acres of preserve land that is owned and managed by the Santa Clara Valley Open Space Authority. Conducted three consecutive years of vegetation monitoring (relevé plot sampling) as well as assessment of rare and invasive plants, soil erosion, and plant community type conversion. Developed detailed recommendations for habitat management. Surveys resulting in the documentation of seven special-status plants and multiple sensitive plant communities.

### **Cloverdale Ranch Vegetation Management Project (San Mateo County, CA)**

Senior Botanist and Project Manager (2021 - Present)

Conducting a two-year study of this 6,000-acre property located on the San Mateo Coast in support of long-term management of the site. The scope of work includes rare plant surveys, plant community mapping, invasive weed mapping, assessing rangeland conditions, and developing recommendations for habitat management with a focus on vegetation.

### **East Bay Regional Park District Oak Woodland Restoration Project (Alameda County, CA)**

Senior Botanist and Project Manager (Present)

Conducting a habitat study of areas within East Bay Park District lands that are currently occupied by invasive trees (primarily eucalyptus and pine species), with the purpose of identifying optimal sites for oak woodland habitat restoration. Involves compiling and analyzing remote habitat data, conducting field surveys to assess current habitat conditions as well as restoration opportunities and constraints. The final product will be a detailed report, including maps, to elucidate optimal oak restoration areas.

### **Redwood Creek Restoration Project (Marin County, CA)**

Senior Ecologist and Project Manager (2018 - Present)

Overseeing the vegetation component of a stream restoration project along 1.5 miles of Redwood Creek, adjacent to Muir Woods National Monument. Tasks include analysis of historical vegetation throughout the watershed, analysis of vegetation with respect to hydrology, mapping of current vegetation, rare plant and invasive weed surveys, and development of a planting palette and overall habitat restoration plans.

**Reintroduction of Large-flowered Fiddleneck (*Amsinckia grandiflora*) to its Historical Ranch (Contra Costa, Alameda, and San Joaquin Counties)**

Principal Investigator (2012 - 2021)

Oversaw a 10-year effort to reintroduce this critically endangered wildflower to its historical range in the rugged hills east of Livermore. Following multiple attempts by other organizations over many decades, our team was successful in reintroducing the species. We conducted in-depth GIS-based habitat analysis across a 300K-acre study area, identified key variables controlling the species' distribution (such as solar radiation, slope, plant species composition, and soil types), identified and field assessed 100 'potential' sites, and conducted and monitored plantings at 10 'finalist' sites. VNLC managed seed collection, propagation, and out-planting by the UC Berkeley Botanical Garden and our staff carried out annual monitoring and management of the planting sites. The result has been the establishment of four self-sustaining new populations.

**Apple Campus Biodiversity Study (Santa Clara County, CA)**

Senior Ecologist and Project Manager (2013 - Present)

VNLC is conducting a multi-year biological diversity study of the 185-acre Apple Park. The study involves identifying and documenting all vertebrate and invertebrate animal taxa as well as all vascular plant taxa throughout the park. The purpose of the study is to compare the overall biological diversity of the site before and after construction and landscaping of the site. Baseline biodiversity studies were conducted prior to the site construction and landscaping, in 2013 and 2014. The park was landscaped from 2014 to 2018, during which time over three million trees, shrubs, grasses, and wildflowers were planted on approximately 100 acres of the park. Post landscaping studies are currently underway to document all animal and plant taxa as well as plant community types.

**Military Ocean Terminal Concord (MOTCO) (Contra Costa County, CA)**

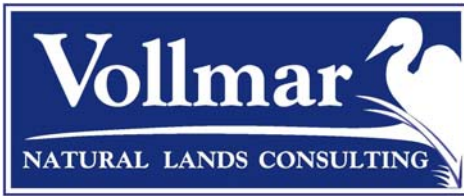
Senior Ecologist and Project Manager (2020 - Present)

VNLC just completed a two-year contract to provide environmental services to this approximately 6,000-acre army base. Our team was just awarded a new four-year contract to continue the services. Services include, but are not limited to, botanical surveys (rare plant surveys and floristic inventories), invasive plant management, herptile surveys, and wetland delineations.

**Sears Point Property Restoration and Management Plan Project (Sonoma County, CA)**

Ecologist, Surveyor and Spatial Analyst (2005 - 2011)

Conducted surveys and analyses of watersheds and aquatic wildlife habitats and assisted in the development of an upland and seasonal wetland habitat management plan for this 2,300-acre conservation easement. The site extends from Sears Point to the margin of San Pablo Bay in southeastern Sonoma County, California. The management plan is focused on the conservation and enhancement of grasslands, riparian woodlands, vernal pools, and seasonal creeks, and the control of invasive species, including bullfrogs and noxious weeds.



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## LINNEA D. NEUHAUS, Wildlife Biologist

### EMPLOYMENT HISTORY

Vollmar Natural Lands Consulting (VNLC)	Wildlife Biologist	2015 - present
Zone 7 Water Agency	Technical Field Coordinator	2015
Urban Creeks Council	Program/Field Manager, Program Coordinator, Intern	2012-2015
U.C. Davis Herbarium	Intern	2012

### PROFESSIONAL SUMMARY

Ms. Neuhaus has a unique professional background combining non-profit, government, and consulting work. Her undergraduate work focused on ecology, botany, and GIS, and she has since gained a wide range of experience and technical skills in the field. She holds federal and state permits to survey for California red-legged frog, California tiger salamander, and vernal pool large branchiopods. She has experience with survey methods such as California Rapid Assessment Method (CRAM), electroshocking, seining, dipnetting, mist netting, night spotlighting, and water quality testing. She is proficient in ArcGIS, Microsoft Office, and Adobe Creative Suite software and data collection using Trimble GPS units.

Ms. Neuhaus has applied her skills to a variety of projects in Northern California. As Project Manager and Designated Biologist for the City of Roseville, Ms. Neuhaus manages annual biological monitoring and on-call biological services within 31 preserves encompassing over 1,000 acres in Placer County. Since 2018, Ms. Neuhaus has worked with the City of Healdsburg as Project Manager and Designated Biologist for several projects involving permit compliance and biological surveys (for special-status amphibians and reptiles, nesting birds, sensitive habitats), riparian restoration planning and monitoring, and construction monitoring. In her three years with Urban Creeks Council, she assisted with a baseline study of riparian habitat in eastern Alameda County conducting CRAM, vegetation, bird, and fish surveys on thirty sites. She also worked with Point Blue Conservation Science to develop a method of using publicly available citizen science bird survey data to evaluate quality of riparian habitat, and worked on over twenty-five soil bioengineering projects using live willow material for bank stabilization and erosion control. She has led and coordinated monitoring, reporting, and on-the-ground implementation for multiple riparian restoration projects in the Livermore-Amador Valley.

Ms. Neuhaus has experience surveying for various sensitive species including amphibian larval surveys, California red-legged frog and foothill yellow-legged frog surveys, western spadefoot surveys, burrowing owl surveys, nesting bird surveys, vernal pool aquatic invertebrate surveys, botanical and rare plant surveys, amphibian visual encounter and spotlight surveys.

### EDUCATION

B.S. Environmental Science and Management (concentration in ecology, biodiversity, and evolution), University of California, Davis, 2012.

## REPRESENTATIVE PROJECT EXPERIENCE

### **City of Roseville Open Space Preserves Long-term Monitoring (Placer County, CA)** Project Manager and Designated Biologist (2015 - Present)

Annual biological monitoring of 31 preserves owned and managed by the City of Roseville. The preserves encompass vernal pool grasslands, oak woodlands, and riparian corridors, and survey categories include biological inspections, nesting bird, vernal pool invertebrate, floristic, and hydrology monitoring, upland vegetation monitoring, and oak regeneration monitoring. Survey results are compiled in an annual monitoring report evaluating the efficacy of existing management practices, and recommendations are made to improve future management actions.

### **City of Healdsburg Biological Monitoring Projects (Sonoma County, CA)** Project Manager and Designated Biologist (2018 - present)

Managing and conducting biological monitoring and pre-construction surveys for a variety of projects for the City of Healdsburg Wastewater Treatment Plant. Projects completed to date include: monitoring the installation of a new water main beneath Dry Creek, monitoring an expansion of the City's recycled water pipeline system, monitoring an emergency bank repair project within a water treatment pond, and preparing a Riparian Restoration Plan and monitoring mitigation plantings. Surveys and monitoring are typically conducted for California red-legged frog, western pond turtle, yellow-legged frog, steelhead, California tiger salamander, and nesting birds.

### **Montezuma Wetlands Project (Solano County, CA)** Staff Biologist (2016-Present)

This project involves using approved dredged sediment to restore approximately 1,880 acres of diked and subsided former baylands to a tidal wetland ecosystem including some seasonal wetland features, and approximately 480 acres of upland transition zone and vernal pool habitat. Monitoring involves wildlife and botanical surveys, including bird, mammal, fish, amphibian, invertebrate, botanical, and vegetation surveys.

### **La Purisima Conservation Bank Baseline Biological Monitoring (Santa Barbara County, CA)** Staff Biologist (2015 - 2020)

Annual biological monitoring including stock pond hydrology monitoring, stock pond amphibian larvae surveys, night spotlight surveys for California red-legged frog, and upland special status species surveys (reptile cover board monitoring and bird monitoring), as required by the La Purisima Conservation Bank Enabling Instrument (BEI).

### **Lazy K Vernal Pool and Riparian Restoration Project (Madera County, CA)** Designated Biologist (2016- Present)

Conducting long-term monitoring of a 185-acre mitigation bank on a private ranch, containing preserved and restored vernal pools, annual grasslands, seasonal wetlands, riparian woodlands, and oak woodlands. Assisting with planting, maintaining, and monitoring a four-acre riparian restoration site, and surveyed hundreds of vernal pools onsite for rare vernal pool plants such as succulent owl's clover (*Castilleja campestris ssp. succulenta*) and dwarf downingia (*Downingia pusilla*).



## SELECTED PUBLICATIONS

- Schweitzer, J. In Publication. Captive Propagation and Reintroduction of Large-flowered Fiddleneck (*Amsinckia grandiflora*) in Contra Costa, Alameda, and San Joaquin Counties. Technical report prepared for the USFWS CVPIA Habitat Restoration Program, Grant No. R16AP00008.
- John Vollmar, Todd Keeler-Wolf, Jake Schweitzer, and Jennifer Buck. 2017. Vegetation Classification and Mapping for Wildlife Conservation in the Kwa Kuchinja Wildlife Corridor. Technical report prepared for the Tanzania Wildlife Research Institute.
- Bell, Douglas A., Jamie Kneitel, Jake Schweitzer, John Vollmar, and Brent Helm. In Preparation. Longhorn Fairy Shrimp (*Branchinecta longiantenna*) Habitat Research in Contra Costa and Alameda Counties, California. Technical report prepared for the USFWS CVPIA Habitat Restoration Program, Grant No. R16AP00031.
- Vollmar, J.E., R.F. Holland, C.W. Witham, J.H. Schweitzer, and E.T. Smith. 2013. Predictive Habitat Analysis of Four Rare Vernal Pool Species in Merced, Sacramento and Placer Counties, CA. Technical report prepared for the USFWS CVPIA Habitat Restoration Program, Grant No. 80270-A-G509.
- J.E. Vollmar, J. Stebbins, and J.H. Schweitzer. 2010. *Pseudobahia bahiifolia* and *Pseudobahia peirsonii* 2010 Status Survey Report. Technical report prepared for the U.S. Fish and Wildlife Service CVPIA Habitat Recovery Program, Grant No. 802709G515. Vollmar Natural Lands Consulting, Berkeley, California.



## Christopher Canzonieri | Lead Archaeologist/Bioarchaeologist

[canz@basinresearch.com](mailto:canz@basinresearch.com)  
510.430.8441 x107

### Education

M.A., Anthropology California State University East Bay

### Registration/ Certifications

Register of Professional Archaeologists (RPA)

24 Hour HAZWOPER Certified

Successful Completion of 10-Hour OSHA Construction Safety & Health

OSHA Excavation Safety Training for Competent Person

### Professional Organizations

American Association of Physical Anthropologist

Paleopathology Association

Society for California Archaeology

### Number of Years with BASIN RESEARCH

22 years

### Key Experience

M.A. in Anthropology with an emphasis in Archaeology and Biological Anthropology

24+ years of recent relevant experience

Experience archaeological compliance projects for federal, state, and local agencies

Fully knowledgeable of NEPA and CEQA requirements for cultural and historic properties

Extensive local knowledge of archaeological and physical anthropology of Northern and Central California

Worker Awareness Training (WAT) presenter for field construction personnel

Mr. Canzonieri has 24 years of experience in cultural resource assessment/management and NEPA/NHPA and CEQA regulatory compliance. He is an experienced archaeologist and bioarchaeologist with expertise in prehistoric and historic California including an extensive background in human osteology both in the field and in laboratory analysis. He presently is Lead Staff Archaeologist/Physical Anthropologist and is BASIN's Native American liaison and facilitator with a focus on both SB18 and AB52 consultation. He has supervised small-scale inventories and archaeological monitoring programs, participated in and supervised archaeological site testing programs and extended data recovery projects in California and conducted focused, project specific research at the direction of the Principal Investigator. Prior to his employment with Basin Research Associates, Mr. Canzonieri worked with other cultural resources firms in central California including a Native American owned cultural resources management firm.

Mr. Canzonieri has contributed to over 100 manuscripts and reports including site assessments, field inventories and evaluations, site testing programs and specialized osteological reports. He has several publications in press. His research interests are in human osteology, particularly palaeopathology and trauma with other interests in taphonomy, prehistoric migration, human evolution, and the peopling of California.

### PROJECT EXPERIENCE (selected)

#### Pacific Innovation Partners & Signature Properties

**Role:** Project Archaeologist (2017-Present)

Cultural resources compliance services including archaeological testing to meet CEQA compliance and Native American consultation and liaison for Willow Village Campus project for Meta Universe, Menlo Park.

#### Questa Engineering

**Role:** Project Archaeologist/Bioarchaeologist (2019-Present)

Cultural resources compliance services to meet CEQA/NEPA compliance and Native American consultation for public trails (EBRPD Coyote Hills) and flood control projects (Napa County Bale Creek Slough) and other public works and development projects in Bay Area.

#### Alameda County Public Works Agency On-Call for Cultural Resources Service

**Role:** Project Archaeologist (2008-Present)

Responsible for research and field reviews of CEQA and NEPA/NHPA cultural resource studies as part of regulatory compliance for public works projects. Facilitated Native American consultation with Tribes requesting AB 52 consultation. Projects completed include archaeological and historic architectural studies to meet Caltrans/FHWA compliance as well as for federally mandated Section 106 requirements for Section 404/408 permits required by the US Army Corps of Engineers.

#### San Francisco Public Utilities Commission (SFPUC) Water System Improvement Projects (WSIP) in Alameda, Santa Clara, San Mateo, Tuolumne, Stanislaus, and San Joaquin counties

**Role:** Lead Archaeologist and Bioarchaeologist (2009-2018)

Responsible for pre-construction field assessments (inventories), designing and completing testing programs, and development of Archaeological Monitoring Plans. Managed day-to-day field operations during pipeline construction in the San Mateo Peninsula, Alameda County, and San Joaquin System spreads including field scheduling of personnel, coordinating with construction crews and acting as a liaison/facilitator between the client and contractor[s]. Assisted with construction monitoring operations and with the recovery/recording of unexpected archaeological discoveries during construction with a focus on contractor coordination and consultation to allow the immediate treatment of unexpected discoveries. Acted as Native American Liaison and functioned as the Lead Human Osteologist during Native American burial recovery, review and reburial.

#### U.S. Army Corps of Engineers, Sacramento and San Francisco Districts Cultural Resource Studies

**Role:** Lead Archaeologist (2003-2014)

Responsible for Section 106 compliance requirements as directed by the Corps and Project Principal Investigator. Compliance projects focused on flood control projects in northern, central and southern California. Services included archaeological inventories, assistance with Historic Properties Survey Reports and Finding of Effect documents, presence/absence testing programs, mitigation monitoring, Native American consultation and burial removal, unexpected discoveries, data recovery, and other services necessary to complete compliance. Field director for Middle Creek Flood Damage Reduction and Ecosystem Restoration Project, Lake County; Lake Isabella Dam Seismic Retrofit, Kern County; Lake Sonoma and Lake Mendocino Site Relocation Inventory, Sonoma and Mendocino counties; and, the San Francisco Bay Salt Pond Restoration Project (Alameda, Santa Clara and San Mateo counties).

#### Shea Homes

##### CA-CCo-647 – Oakley, Contra Costa County

**Role:** Lead Archaeologist and Bioarchaeologist (2014-2018)

Field Supervisor for data recovery project at CA-CCO-647 for Summer Lake Project, Contra Costa County to meet USACE requirements. Recovery and analysis of Native American occupation site with 91 prehistoric Native American skeletal remains. Project resulted in technical archaeological report with separate burial appendix.



## Donna M Garaventa | Senior Research Scientist



### Education

Ph.D., Anthropology 1977  
University of California  
Berkeley

### Registration/Certifications

Register of Professional  
Archaeologist (RPA #10185)

### **Number of Years with BASIN RESEARCH**

38 years

### Key Experience

Ph.D. Anthropology -  
emphasis in archaeology and  
history of the New World

42 years of recent relevant  
experience

Experience in archaeological  
compliance projects for federal,  
state, and/local agencies

Fully knowledgeable of  
NEPA/NHPA and CEQA  
requirements for cultural and  
historic properties

Extensive local knowledge  
of archaeological and built  
environment for Northern  
California and Central  
California/Nevada

Working relationship with  
knowledge of state and local  
transportation agencies and  
public works departments  
and state OHP staff reviewers



Dr. Garaventa, Senior Research Scientist has 42 years of professional experience with archaeological compliance projects on federal, state and local levels. Her responsibilities include specialized project research, technical project management, programmatic planning, discipline specialist liaison, editing and report production, technical issue resolution, and research design formulation. Dr. Garaventa's experience has ranged from small surveys to major interdisciplinary data recovery excavations undertaken for both public and private projects in California, Nevada, and New Mexico.

Her extensive work with cultural material, combined with her fieldwork and collections management skills, brings an interdisciplinary, conservation-minded approach to cultural resource projects. Dr. Garaventa is familiar with data base management, artifact cataloging systems and inventory systematics. She also maintains an expertise on the research and analysis of historic archaeological material culture (including Asian American and EuroAmerican objects) and to a lesser extent with the built environment. Dr. Garaventa has previously been employed with the Hearst Museum of Anthropology, University of California at Berkeley, Commonwealth Associates and Archeo-Tec. Her search interests include western North American prehistory, innovation and technology, style change, historical archaeology with an emphasis on material culture, Andean culture history and museum studies, as well as cultural resources management.

Dr. Garaventa has acted as Senior Research Scientist for over 100 major cultural resource mitigation programs and authored, edited or contributed to over 550 reports associated with land development, flood control, water resources and wastewater management, energy development, mining exploration and urban development throughout California and Nevada.

### **PROJECT EXPERIENCE (selected)**

#### **Questa Engineering**

**Role:** Research Scientist (2019-Present)

Research for cultural resources compliance services to meet CEQA/NEPA compliance and Native American consultation for public trails (Mid-Peninsula Open Space, EBRPD) and flood control projects (Napa County Bale Creek Slough) and other public works and development projects in Bay Area.

#### **Environmental Consulting Group – Westlands Solar Park, Kings, Kern and Fresno Counties**

**Role:** Research Archaeologist or Cultural Resources (2010-Present)

Background research to complete cultural resources studies to meet CEQA and NEPA/NHPA requirements associated with Westlands Solar Park Master Plan (WSP) and associated solar generating and gen-tie transmission facilities within 40,000+ acre tri-county area.

#### **Woodard & Curran**

**Role:** Research Scientist (2019-Present)

Research for cultural resources compliance services to meet CEQA/NEPA compliance for sanitary sewers (Napa Sanitation District), flood control (City of San Jose), quarry reclamation (EBMUD), well rehabilitation and replacement (City of Sacramento) and flood control (Stanford San Francisquito Creek) and other public works and development projects in Bay Area.

#### **Cultural Resources Studies for Alameda County Public Works Agency Compliance**

**Role:** Senior Research Scientist (2008-Present)

Responsible for context research associated with completion of cultural resource studies as part of regulatory compliance for public works projects including flood control, bridge enhancement and replacement, road improvements, pedestrian trails, and archaeological/paleontological monitoring during construction in sensitive resource areas. Projects completed to meet both CEQA and NEPA/NHPA requirements for archaeological and historic architectural resources primarily for Caltrans/FHWA as well as federally mandated Section 106 compliance requirements for Section 404/408 permits by the US Army Corps of Engineers.

#### **U.S. Army Corps of Engineers Sacramento District Cultural Resources Studies (1985 to Present)**

**Role:** Research Scientist (2009-2014)

Research to meet Section 106 requirements of the National Historic Preservation Act focused on flood control in Central California and Nevada for the Sacramento District. Services included records searches and reviews, completion of Historic Properties Survey Reports and Finding of Effect documents, and other services necessary to complete compliance.

#### **Transportation Studies to meet Caltrans Compliance**

**Role:** Senior Research Scientist (1980-Present)

120+ Cultural Resources Studies to meet Caltrans/FHWA cultural resources requirements for both archaeology and historic architecture in 15 California counties for both public and private clients with a focus on transportation improvements and bridge rehabilitations. Tasks have included archival research and preparation of environmental compliance document technical sections.



**REQUEST FOR PROPOSALS**

**TO PROVIDE:**

**CONSULTING SERVICES TO THE  
SAN LORENZO VALLEY WATER DISTRICT**

**PROJECT TITLE:**

**PEAVINE PIPELINE REPLACEMENT  
ENVIRONMENTAL RECOMMENDATIONS, REVIEW AND PERMITTING**

**RESPONSE DUE BEFORE 3:00 P.M. ON**

**February 20, 2024**

**San Lorenzo Valley Water District  
13060 Highway 9  
Boulder Creek, CA 95006  
(831) 338-2153**

## **SECTION I – INTRODUCTION**

### **A. INTRODUCTION**

The San Lorenzo Valley Water District (SLVWD or District) is seeking a qualified consultant to guide design choices and prepare environmental documentation for the replacement of approximately 1.3 miles of damaged raw water pipeline and the removal of approximately 520 hazardous trees along Pipeline route. The affected Peavine Pipeline segment (Pipeline), which runs between Foreman Creek and Peavine Creek, was damaged during the CZU fire in 2020 and must be reconstructed to restore the critical surface water supply for the SLVWD system. The Pipeline will be reconstructed using above-grade HDPE pipe.

The goal of this RFP is to select a consultant to complete the following:

- 1) Determine CEQA permitting pathway.
- 2) Provide pipeline design recommendations.
- 3) Prepare CEQA documents and permitting, including public engagement process.
- 4) Coordinate and consult with the appropriate regulatory agencies.

### **B. BACKGROUND**

#### General

San Lorenzo Valley Water District is a water supplier established in 1941 which serves several communities within the 136 square-mile San Lorenzo River Watershed. The District provides water to two separate drinking water systems: The San Lorenzo Valley Water District and The San Lorenzo Valley Water District-Felton. Each of these two drinking water systems have their own separate source of drinking water supply. The SLVWD and SLVWD-Felton systems have an interconnection, which allows for the transfer of water between the two systems on an emergency basis. The District's legal boundaries encompass approximately 62 square miles. Land uses include timber, State and regional parks, water supply watersheds, rural residential, low-density urban residential and commercial, quarries, agriculture, and other open space. The District owns one contiguous piece of land of approximately 1,620 acres for water supply and watershed protection on Ben Lomond Mountain, 252 acres in the Felton/Fall Creek watershed, and another 325 acres in the Zayante Creek area.

#### Impacts of the CZU Lightning Complex Wildfire of 2020

The District watershed and water system were severely impacted by the CZU Lightning Complex Wildfire in 2020. The damage to District facilities was extensive, most significantly to raw water supply lines, storage tanks, and cross-country water transmission pipelines. The District anticipates receiving partial financial assistance through the Federal Emergency Management Agency (FEMA) to help cover the costs of emergency response, recovery, and permanent repairs. The District will be responsible for paying up front all of these costs, including this pipeline replacement project. Once projects are complete, the District will submit eligible project costs for FEMA reimbursement.

## Peavine Pipeline

Approximately 7 miles of above-ground, raw-water pipeline were destroyed in the CZU Wildfire, including the Peavine Pipeline. A [Constructability Study](#), completed by the engineering firm Freyer & Laureta in 2022, evaluated various replacement options, including replacing the pipelines at grade. The study recommended that the destroyed pipelines be replaced with buried HDPE pipe to protect from future wildfires, costing an estimated \$50M. A subsequent [Peer Review](#) of the Freyer & Laureta engineering report, completed by Haro, Kasunich & Associates in November 2022, concluded that Freyer & Laureta had underestimated the environmental impact and difficulty of constructing a 12'-wide bench to accommodate burial of the pipeline given the steep slopes and difficult access. At the SLVWD Board Meeting on November 2, 2023, it was decided that the pipeline would be rebuilt above-grade using HDPE pipe. Additional considerations for selecting pipeline design will include bench width, fire hardening, and addressing risks to the pipeline from geologic and natural hazards.

Prior to moving ahead with replacement of the Peavine Pipeline, the District must remove hazardous trees along the existing pipeline bench. In June 2023, the District completed an extensive tree survey and inventory along the approximately 1.3-mile length of pipeline bench. More than 500 trees were identified as hazardous and requiring removal along the 1.3-mile stretch. The District is pursuing a contract with the California Conservation Corps (CCC) to complete the hazardous tree removal, with the project estimated to commence in Spring 2024.

Following hazardous tree removal, the final project phases will be pipeline bench clearing/repair and Pipeline reconstruction. The District is pursuing a contract with the CCCs to perform these activities, with bench clearing/repair estimated to commence in Summer 2024 and Pipeline reconstruction in Fall 2024.

Links to studies and additional project information can be found in Appendix A: Reference Documents or on the [Project Webpage](#), while additional District background information can be found in Appendix B: Additional Background Information.

## **SECTION II – SCOPE OF WORK**

### **A. PROPOSED SCOPE OF SERVICES**

Consultant shall provide overall project management. The Consultant shall assume at least two meetings each month with District management during each phase of the project. Meetings will be held at the District's main office or via online meetings. Expected tasks for Consultant to complete include:

#### **1. Preliminary Project Review, Analysis, & Coordination with Resource Agencies**

- Review the Freyer and Laureta Engineering Report and Haro Kasunich & Associates Peer Review.
- Evaluate and recommend alternative project designs.
  - Consider approaches for stream crossings.

- Consider fire/natural hazard hardening techniques.
- Evaluate and recommend CEQA pathways and other required permits/documentation.
  - Consider the phases of the project:
    - Hazard Tree Removal
    - Trail Reconstruction
    - Pipeline Reconstruction
- Determine the appropriate level of CEQA review.
  - Coordinate and consult with appropriate regulatory agencies.

## **2. Environmental Review & Permitting**

- Prepare an Initial Study (contingent upon CEQA Pathway).
- Prepare additional CEQA documentation. Consultant should assume an EIR will not be required for budgeting purposes.
- Prepare documentation/permits for any other regulatory requirements including NEPA.

## **3. Public Outreach, Meetings, and Public Comment**

The public will be engaged throughout the environmental permitting process. SLVWD and the consultant will provide public notice and opportunity for comment for all planning phases requiring such notice. Consultant will fulfill public notice and comment requirements subject to the statutory requirements of CEQA Guidelines §§ 15200-15209.

# **SECTION III – PROPOSAL REQUIREMENTS AND FORMAT**

## **A. PROPOSAL REQUIREMENTS**

Consultant is responsible for preparing an effective, clear, well-organized, and concise proposal. To be considered for selection, Consultant must submit a complete response which includes the following mandatory information in the following order.

## **B. PROPOSAL FORMAT**

The Proposal shall not exceed 20, 8.5" x 11" single-sided pages excluding resumes, cover letter, contractual scope of services, fee schedules, dividers, front and back covers. 11" x 17" pages are allowed and will count as two pages. The Proposal must use a font size of 12 or larger and be bound into a single document with the exception of the separately bound fee table. SLVWD may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. The Proposal shall include the following elements in the following order:

### **1. Cover Letter/Letter of Intent (1-page maximum)**

### **2. Project Description and Schedule (6-page maximum)**

- Project understanding, approach, scope of services, and schedule.
- A statement concerning the ability of the firm to meet required time schedules.
- A detailed outline describing how proposed individuals would conduct the project.

- Detailed scope of services. This should be responsive to the requested scope of services with additional detail as necessary.
- Detailed schedule based on the allowable construction contract working days showing all facets of work that will meet the District's objectives and goals in a timely manner.

**3. Budget**

- Proposers shall base their proposal price on the project scope of work, assuming an EIR will not be prepared.
- The proposed fee shall be organized with an appropriate breakdown into subtasks.
- The proposed fee schedule shall be provided, including the hourly rates of all staff (including sub-consultants) that will charge directly to the project for the project's duration.

*The fee schedule is anticipated to become an attachment to the contract between the Consultant and the District.*

**4. Identification of Prime Consultant (1-page maximum)**

- Legal name and address of the company.
- Legal form of company (e.g., partnership, corporation).
- If company is wholly owned subsidiary of a "parent company," identify the "parent company".
- Name, title, address and telephone number of person to contact concerning the Proposal.
- Project team and the discipline/job title of each team member.
- General description of your firm's background and project qualifications, including years of business, any past bankruptcy filings, and identify any contract or subcontract by the firm which has been terminated, in default, or had claims made against it that resulted in litigation or arbitration in the last five years.

**5. Firm Qualifications, Team Organization, Experience and Certifications (3-page maximum, not including resumes)**

- Previous experience.
- Present workload (ability to respond).
- Previous projects and present relationship with SLVWD.
- Ability to perform the scope of services (all or a portion of the work as described).
- Stability of firm.
- Local Experience.

**6. Past Project Performance (4-page max / 3 projects max)**

- Provide a summary of the proposed Project Manager's performance in charge of similar projects. Include the following information:
  - (1) Lead agency, contact name and phone number.
  - (2) Project size and description.
  - (3) Project budget and total dollar value of completed project.
  - (4) Budgeted project schedule and total time to completion.



**7. Identification of Sub-Consultants (1-page maximum per Sub-Consultant) *\*if relevant\****

- Legal name and address of the sub-consultant company.
- Name, title, address, and telephone number of primary contact.
- Number of staff and the discipline/job title of each.

**8. Sub-Consultant Qualifications *\*if relevant\****

- Previous experience and projects.
- Present workload.
- Ability to perform the scope of services.
- The scope/extent of subcontracting of work – Firms will need to be approved by SLVWD post contract award.

**9. Insurance**

Without limiting Consultant's indemnification of District, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions, and endorsements:

- The Consultant and its subconsultants are required to name the District, its officers, agents, and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- Consultant shall file with District all certificates for required insurance policies for District's approval as to adequacy of insurance protection.
- Commercial General Liability Policy (bodily injury and property damage): Policy limits are subject to review, but shall in no event be less than, the following:
  - 1) \$1,000,000 Each Occurrence.
  - 2) \$1,000,000 General Aggregate.
  - 3) \$1,000,000 Personal Injury.
  - 4) Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000).
  - 5) Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.

*Any insurance certificates are anticipated to become attachments to the Contract between the Consultant and the District.*

**C. SELECTION PROCESS**

The District intends to enter into negotiations with the top ranked firm. Negotiations will cover: scope of work, contract terms and conditions, attendance requirements and appropriateness of the proposed fee schedule.

After negotiating a proposed agreement that is fair and reasonable the District Manager will present a contract to the District’s Board for authorization to execute a contract with the responsive firm.

**1. Evaluation Criteria**

The District will review and evaluate each submittal to determine if it meets the requirements for the service described herein. Failure to meet the requirements of this RFP will be cause for eliminating the applicant from further consideration. Based on the District’s evaluation, the firms that meet the requirements of this RFP will be ranked.

The following weighted criteria will be used to evaluate the Proposals provided in response to this request:

<b>EVALUATION CRITERIA</b>	<b>Weight</b>
Understanding of Scope of Work Requested	25%
Experience with Similar Kinds of Work	20%
Quality of Staff Assigned to Project	20%
Past Performance, Including Cost and Schedule Control	20%
Proposed Fee	10%
Firm’s Local Experience	5%
<b>TOTAL:</b>	<b>100%</b>

**2. Selection Schedule**

The District anticipates that the process for selection of firms and awarding of the contract will be according to the following tentative schedule:

<b>Proposal Due Date</b>	<b>February 20, 2024</b>
Interview (TBD-If Necessary)	TBD
Board of Directors Approval	<b>March 7, 2024</b>
Final Selection and Notification	<b>March 8, 2024</b>

**3. Submittal Requirements**

- Submit one electronic copy of the Proposal in PDF format by email. The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Consultant.
- The Proposal must be received no later than **3:00 p.m.** local time, on or before **February 20, 2024** at the office of or emailed to:

**San Lorenzo Valley Water District  
13060 Highway 9  
Boulder Creek, CA 95006**

Or

**[cblanchar@slvwd.com](mailto:cblanchar@slvwd.com)  
Attn: Carly Blanchard, Environmental Programs Manager**

Failure to comply with the requirements of this RFP may result in disqualification. Questions regarding this RFP shall be submitted in writing to [cblanchar@slvwd.com](mailto:cblanchar@slvwd.com) by February 12, 2024. The District will not respond to questions submitted after February 12, 2024.

## Appendix A: Reference Documents

### Documents

- a) [Freyer and Laureta Constructability Study](#)
- b) [Haro, Kasunich, and Associates Peer Review of Constructability Study](#)
- c) [Peavine Pipeline Replacement Project Webpage](#)

## Appendix B: Additional Background Information

San Lorenzo Valley Water District (SLVWD or District) is an rural/urban water supplier to approximately 23,700 customers in Santa Cruz County, California. The District's legal boundaries encompass approximately 62 square miles within the San Lorenzo River watershed. Land uses are dominantly state and regional parks and other open space, water-supply watersheds, areas zoned rural residential and low-density urban residential and commercial (including schools), along with minor quarrying, logging and agriculture. Much of the land within the legal boundaries consists of state parks and uninhabited forest, such that the District's actual service area comprises approximately 26 square miles.

The District was established in 1941, and is a Special District organized under Section 71000 of the California Water Code. The District has grown over time by the amalgamation of small mutual water systems. It currently operates and maintains two water systems, the SLVWD system and the SLVWD-Felton system, which have different service areas and water sources. The SLVWD system service area includes the unincorporated communities of Boulder Creek, Brookdale, Ben Lomond, Quail Hollow, Glen Arbor, Zayante, and Lompico, as well as the following neighborhoods in and adjacent to the city of Scotts Valley: Hidden Glen, Lockwood Lane, Pasatiempo, Whispering Pines, Manana Woods and the Spring Lakes and Vista Del Lago mobile home parks. The SLVWD-Felton system service area includes the unincorporated community of Felton and neighborhoods along Highway 9 south of Felton to Big Trees and on the west outskirts of Felton along Felton - Empire Grade Road. The two systems are connected by interties that allow transfer of water between them on an emergency basis.

The District relies on both surface water and groundwater resources, which are ultimately derived solely from rainfall within the San Lorenzo River watershed. Surface water is obtained from nine stream diversions (six of which are currently inactive due to damage sustained in the 2020 CZU wildfire). Groundwater is obtained from one spring and eight active wells. The District has limited above-ground storage capacity equal to only a few days' average use; hence, the District relies on groundwater for seasonal and year-to-year storage. The District produces and treats water based on short-term water demand. The water treatment plant for the SLVWD system is located above the community of Boulder Creek; the plant for the SLVWD-Felton system is located on Kirby Street in downtown Felton.

The scale and complexity of SLVWD's water distribution system reflect the San Lorenzo Valley's rugged topography, its low-density pattern of development, and widely distributed raw water sources. The resulting highly dispersed system results in the District maintaining 37 pressure zones. All but one zone include a booster station to pump potable water up to the tank(s) associated with a particular zone. The cost to run each booster station pump is mostly a function of the elevation gain between pump station and tank(s); age and design efficiency play a smaller part in determining energy expenditure. The District's dispersed layout requires that many zones are "pass-through" zones, meaning that potable water must be pumped from a treatment plant up to a zone, then pumped again up to a second, third, or even fourth zone. As a result, pumping costs differ from zone to zone.

### a) Small Wastewater System

The District operates the Bear Creek Estates Wastewater System, which collects and treats domestic wastewater flow from 56 homes in and around the neighborhoods along Deerwood Drive, Harmon

Gulch and Timberwood Road north of the community of Boulder Creek.

From 2005 through 2013, the District completed several upgrades aimed at achieving regulatory compliance and improved efficiency of nitrogen removal. This involved modifying the existing treatment septic system to incorporate a 3-stage trickling filter system, new internal recirculation/splitter/ball valves, and new air blowers with high-capacity disc diffusers in the clarifier tanks. There are still significant improvements to the wastewater system needed to meet modern State regulatory requirements.

There are no dedicated wastewater system employees. The system is operated on a routine or as-needed basis with District staff from the Water Fund Operations & Distribution or Supply & Treatment Departments. The District is in negotiations with the County to take over operation of the wastewater system as part of a larger project in the community of Boulder Creek.

**b) Impacts of the CZU Lightning Complex Wildfire of 2020**

The District watershed and water system, as well as some of its ratepayers, were severely impacted by the CZU Lightning Complex Wildfire in 2020. The damage to District facilities was extensive, most significantly to raw water supply lines, storage tanks, and cross-country water transmission pipelines, but also water treatment systems, pumps, and water-quality monitoring equipment.

The District anticipates receiving partial financial assistance through the Federal Emergency San Lorenzo Valley Water District General Manager Recruitment Services & Management Agency (FEMA) to help cover the costs of emergency response, recovery, and permanent repairs. The District will be responsible for paying up front all of these costs (and other CZU Wildfire costs that are not reimbursable by FEMA). Once projects are complete, the District will submit eligible project costs for FEMA reimbursement.

The District implemented a Fire Recovery Surcharge through the Proposition 218 process in August 2021 to help recover an estimated \$5M in CZU Wildfire costs not covered by FEMA. The surcharge added a monthly charge of about \$10 per ratepayer. The surcharge will last about 5 years and will automatically terminate once \$5 million is collected by the District. The \$5M surcharge amount was based on the assumptions that FEMA would reimburse 75% of an estimated \$20M cost for fire recovery and repair of damaged infrastructure.

Since the adoption of the Fire Recovery Surcharge, key assumptions on which the surcharge was based have changed. The FEMA cost-share percentage increased from 75% to 90%. The initial cost estimate of approximately \$20M in total damages has proven to be far too low, especially in light of current estimates for the cost of replacing 7 miles of above-ground, raw-water pipeline destroyed in the CZU Wildfire.

A constructability study completed by the engineering firm Freyer & Laureta in 2022 evaluated various replacement options, including replacing the pipelines at grade, and recommended that the destroyed pipelines be replaced with buried HDPE pipe to protect from future wildfires at an estimated cost of about \$50M. A subsequent peer review of the Freyer & Laureta engineering report completed by Haro Kasunich & Associates in November 2022 concluded that Freyer & Laureta had underestimated the environmental impact and difficulty of constructing a 12'-wide bench to accommodate burial of the pipeline given the steep slopes and difficult access. The District is

currently acquiring additional cost information on various options. FEMA will reimburse 90% of eligible costs associated with constructing the pipelines above ground as they were prior to the CZU wildfire, but it is not yet known what proportion of an additional cost to bury the pipelines would be covered.

The District will have many other fire recovery expenses in addition to the cross-country pipelines. Given the escalation in the estimated costs of recovery since the implementation of the surcharge, even with the increase in FEMA reimbursement to 90%, it is clear that the \$5M surcharge will not cover the District's non-reimbursed fire recovery expenses. Although difficult to estimate due to escalating costs of construction and uncertainties about FEMA reimbursement, the current estimate for total cost of recovery from the CZU Fire is about \$75M. Because not all expenses are reimbursable by FEMA and some projects will be reimbursed for less than the nominal 90%, it is estimated that on average about 75% of the costs will be reimbursed. This leaves \$15M, after the \$5M from the CZU Fire surcharge, that the District will need to fund in recovery-related capital expenditures over the next few years.

The District is in the process of consolidating with two small water systems that were destroyed in the CZU Fire. Bracken Brae and Forest Springs are located along Big Basin Way, outside the District's current service areas but within the District's legal boundaries. The majority of the funding for infrastructure to add the approximately 150 connections to the SLVWD will be provided by grants from the California Department of Water Resources.

**c) Repair of damage from Winter 2022-23 storms**

Central and northern California experienced the wettest 3-week period in the last 161 years during a series of "atmospheric river" events December 27, 2022 through January 16, 2023. Surface water intakes on creeks were damaged by high, debris-laden flows. Saturated ground combined with high winds led to many landslides and fallen trees that damaged District access roads and caused earth San Lorenzo Valley Water District General Manager Recruitment Services 9 movements that broke water mains. Current cost estimates for damage exceed \$4M. California has secured a Presidential Major Disaster Declaration, which will make FEMA funds available for assistance in making repairs. It is anticipated that 75% of eligible expenses will be reimbursed by FEMA.

The addition of storm-related repairs to recovery from the CZU Fire will create cash-flow concerns that need to be considered, given that reimbursement by FEMA for allowed expenses is a complicated, slow process. This disaster-related work is further stretching the capacity of our relatively small staff to undertake and coordinate repairs and may require an examination of staffing levels.

**d) Ongoing Investments in Infrastructure**

The District has a backlog of capital improvement projects as a consequence of decades of underinvestment in infrastructure. In 2019 the District contracted with Akel Engineering to create a Water Master Plan (WMP) and Capital Improvement Plan (CIP). This work was completed in 2021.

The CIP included recommendations for rehabilitation and/or upgrade of the majority of the District's infrastructure, as well as a preliminary prioritization of projects. The District is currently implementing portions of the CIP. Given the level of construction activity on capital projects anticipated annually, the District is considering creation of a construction crew of 4-5 individuals

dedicated to pipeline installation as a way to speed implementation of capital projects and capitalize employee costs.

**e) Membership in the Santa Margarita Groundwater Agency**

The District is one of three founding members of the Santa Margarita Groundwater Agency (SMGWA); the other two are Scotts Valley Water District and the County of Santa Cruz. SMGWA was formed in response to California’s 2014 Sustainable Groundwater Management Act, and is charged with managing groundwater resources in the over-drafted Santa Margarita groundwater basin within the San Lorenzo Valley watershed. SMGWA submitted its mandated Groundwater Sustainability Plan in January 2022. The District is committed to annual expenditures for administrative and monitoring tasks, and will pursue capital projects described in the Plan as grant funding becomes available.



## MEMO

**DATE:** 03/07/2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** District Manager Title Change Resolution - Cal OES Hazard Mitigation Grant

**WRITTEN BY:** Chris Klier, Environmental Planner I  
**PRESENTED BY:** Carly Blanchard, Environmental Programs Manager

### STAFF RECOMMENDATION

It is recommended that the Board of Directors adopt a resolution to change the title of the Authorized Agent for the Cal OES Hazard Mitigation Grant from “District Manager” to “Interim General Manager”.

### RECOMMENDED MOTION

The Board adopts a resolution to change the title of the Authorized Agent for the Cal OES Hazard Mitigation Grant from “District Manager” to “Interim General Manager”.

### BACKGROUND

The District has received funding from the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) for the development of a Local Hazard Mitigation Plan (LHMP). The LHMP will help identify mitigation actions that will make the District more disaster-resistant and allow access to future Cal OES HMGP funding opportunities.

The grant agreement requires documentation, in the form of a resolution, from the Board of Directors appointing a District representative as the Authorized Agent. The District Manager was appointed.

Since the retirement of Rick Rogers in November 2023, the title of District Manager was changed to Interim General Manager. For the Interim General Manager to sign documents related to our Cal OES grant funding, the required California Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies needs to be updated to reflect the title change. If the title shifts to General Manager in the future, the Interim General Manager can designate the General Manager as the representative before the title changes, avoiding another resolution change.

The Cal OES Resolution Form 130 is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

#### **PRIOR COMMITTEE ACTION**

None

#### **FISCAL IMPACT**

None

#### **ENVIRONMENTAL IMPACT**

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act ("CEQA") guidelines, the proposed action is an administrative activity of the District that will not result in direct or indirect physical changes to the environment.

## ATTACHMENTS

- Resolution No. XX (23-24) A Resolution of the Board of Directors of the San Lorenzo Valley Water District Designating an Authorized Agent Title Change for the Cal OES Hazard Mitigation Grant

**SAN LORENZO VALLEY WATER DISTRICT RESOLUTION  
NO. XX (23-24)**

**CHANGE IN TITLE OF AUTHORIZED AGENT FOR THE CAL OES HAZARD MITIGATION GRANT**

**WHEREAS**, the San Lorenzo Valley Water District received grant funding from the California Governor’s Office of Emergency Services (“Cal OES”) Hazard Mitigation Grant Program (HMGP) for the development of a Local Hazard Mitigation Plan (LHMP); and

**WHEREAS**, the Cal OES grant agreement requires documentation, in the form of a resolution, from the Board of Directors appointing a District representative as the Authorized Agent for which the District Manager was initially appointed; and

**WHEREAS**, the title of District Manager was changed to Interim General Manager and in order for the Interim General Manager to sign documents and carry out other necessary Project-related activities related to the Cal OES grant funding, the required resolution needs to be updated to reflect the title change.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTS OF THE SAN LORENZO VALLEY WATER DISTRICT**, that as a requirement of the Cal OES grant funding process, the attached California Office of Emergency Services Designation of Applicant’s Agent Resolution for Non-State Agencies (Exhibit A) is adopted in its entirety without change to verbiage and format; and

**BE IT FURTHER RESOLVED AND ORDERED**, that the Interim General Manager, or designee, is hereby authorized and designated to sign, for and on behalf of the San Lorenzo Valley Water District and carry out other necessary project-related activities related to the Cal OES grant funding; and

**BE IT FURTHER RESOLVED**, that the Interim General Manager or his designee is authorized to execute non-substantive modifications to the Cal OES Grant Agreement, as necessary.

\* \* \* \* \*

**PASSED AND ADOPTED** by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 7th day of March 2024, by the following vote of the members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Holly Hossack, District Secretary  
San Lorenzo Valley Water District



Cal OES ID No: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
(Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
 (Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
 (Name of Applicant)

correct copy of a resolution passed and approved by the \_\_\_\_\_  
 (Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.  
 (Name of Applicant)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)



### Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### Resolution Section:

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.





**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

## MEMO

**DATE:** March 7, 2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** Olympia Conservation Area Management Contract

**WRITTEN BY:** Chris Klier, Environmental Planner I  
**PRESENTED BY:** Carly Blanchard, Environmental Program Manager

### STAFF RECOMMENDATION

It is recommended that the Board of Directors authorize an expenditure of \$29,889 for restoration, management, and monitoring in the Olympia Conservation Area.

### RECOMMENDED MOTION

The Board directs the Interim General Manager to enter an agreement with Jodi McGraw Consulting in an amount not to exceed \$29,889 for the purpose of restoration, management, and monitoring in the Olympia Conservation Area.

### BACKGROUND

On November 14, 2016 the Board of Directors approved a Low-Effect Habitat Conservation Plan (HCP) for the Probation Tank Replacement Project and other maintenance and replacement projects located in sandhill habitat. To mitigate the impacts on rare species and sensitive habitat during operation, maintenance, and capital improvement projects, the District

opted to set aside and manage 6.3 acres of high-quality sandhill habitat within the Olympia Wellfield, a 180-acre property owned by the District used for water supply and watershed protection. This 6.3-acre management area is known as the Olympia Conservation Area (OCA).

The Olympia Conservation Area Management and Monitoring Plan (Plan) was developed by Jodi McGraw Consulting (JMc) in 2020 to guide habitat management, restoration, enhancement, and monitoring within the Olympia Conservation Area. As part of the Plan, a 5-year phase of implementation was agreed upon, with reports due annually to the Federal Fish and Wildlife Service (FFWS) to maintain an incidental take permit (TE58263C-0). The Incidental Take Permit allows for “take” of protected species during operations, maintenance, and construction.

The District has contracted JMc to carry out land management in the OCA since completion of the Plan since 2020, including annual reports on work progress and next steps. The three sandhills habitat restoration and management projects currently in progress are:

1. Exotic Plant Management
2. Ben Lomond Wallflower (Endangered Species) Enhancement
3. Monitoring and Reporting

In February 2024, the District received a proposal (Attachment A) from JMc for the extension through 2025. Staff recommends the Board approves the agreement with JMc on a sole-source basis with the consideration of the firm’s current involvement in the projects, development of the Conservation

Area Management and Monitoring plan, writing the 2020-23 annual reports, and their qualifications for this specialized habitat type.

The Olympia Conservation Area Management and Monitoring and the 2020-23 Olympia Conservation Area Annual Reports can be reviewed on the District's website here:

<https://www.slvwd.com/environmental/pages/resource-and-watershed-management-projects>

#### **PRIOR COMMITTEE ACTION**

None

#### **FISCAL IMPACT**

The total estimated cost for the scope of work contained in the Professional Services Agreement is \$29,889. A total of \$50,000 has been allocated in the FY 23-24 & 24-25 environmental budget for restoration and monitoring, thus there are sufficient funds available

In addition, to fund ongoing management and monitoring, the District established a nonwasting endowment with the Community Foundation of Santa Cruz County in 2018, which in FY 22-23 generated \$11,000 of interest to support this work.

#### **ENVIRONMENTAL IMPACT**

The management actions funded by this contract will have a positive effect on the ecosystem of the Olympia Conservation Area. Impacts of proposed actions on special status species are covered by an Incidental Take Permit.

## **ATTACHMENTS**

Attachment A: FY23-25 Olympia Conservation Area Management  
Contract

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 7th day of March 2024, (the “Effective Date”) by and between the San Lorenzo Valley Water District, a California county water district (“District”), and Jodi McGraw Consulting, a California sole proprietorship (“Professional”). District and Professional may herein be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

### RECITALS

**A.** District seeks to hire an independent contractor to perform professional services to assist District with the Probation Tank Restoration (the “Project”).

**B.** Professional has submitted an updated scope of work to District to provide such professional services. A description of the services Professional proposes to provide (“Services”) is attached hereto as **Exhibit A: Olympia Conservation Area Management: Scope of Work Extension**. District desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

**C.** The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which is attached hereto as **Exhibit A**.

**D.** The parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which is attached hereto as **Exhibit A**.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 33 of this Agreement, Section 1 through 33 shall prevail.

**Section 2. Term.** The term of this Agreement shall be one year and will commence on the Effective Date and terminate on the 6th day of March 2024 (“Term”) unless the Term is extended or the Agreement is terminated earlier pursuant to this Agreement.

**Section 3. Effective Date.** This Agreement shall only become effective once all the Parties have executed the Agreement (the “Effective Date”).

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## **Section 4. Work.**

**4.1. Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide District the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**4.2. District Requested Modification of Services.** District may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the rates to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule described in **Exhibit A**. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless District and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance, or such other terms or conditions mutually agreed upon by the Parties.

**4.3. Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the work outside the Services:

(a) Professional provides District with written notice that specific work requested by District or required to complete the Project is outside the agreed upon Services. Such notice shall: (i) be supported by substantial evidence that the work is outside the Services; (ii) set forth the Professional’s proposed course of action for completing the work and a specific request for District to approve the Modification to the Services; (iii) set forth the Professional’s proposed revisions, if any, to the Completion Schedule; and (iv) set forth the Professional’s proposed revisions, if any, to the Compensation Schedule; and

(b) District agrees that the work requires a Modification;

(c) District approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional’s work. Compensation for any additional Services shall not exceed **\$29,888.87** Dollars.

## **Section 5. Compensation.**

**5.1. Amount, Time, and Manner of Payment for Professional Services.** District shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with

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thirty (30) days' written notice to District. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, District may cancel this Agreement if a requested price increase is not acceptable.

**5.2. Payments.** District shall make payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, District shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

**5.3. Invoices.** Professional shall provide District with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to District by Professional shall be in a form approved by District. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to District within forty-five (45) days of the performance of such Services. District shall issue payment according to District's customary procedures and practices for issuing payments to independent contractors.

**Section 6. Notice to Proceed.** Professional shall not commence the performance of the Services until it has been given notice by District ("Notice to Proceed").

**Section 7. Time of Performance.** Professional warrants that it will commence performance of the Services within ninety (90) calendar days of the date the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

**Section 8. District Assistance to Professional.** Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel, and administrative assistance which may be required to perform its obligations under this Agreement, unless otherwise specified in **Exhibit A** or this Agreement.

**Section 9. Duties of District.** In order to permit Professional to render the services required hereunder, District shall, at its expense and in a timely manner: (a) Provide such information as Professional may reasonably require to undertake or perform the Services; (b) Promptly review any and all documents and materials submitted to District by Professional in order to avoid unreasonable delays in Professional's performance of the Services; and (c) Promptly notify Professional of any fault or defect in the performance of Professional's services hereunder.

**Section 10. Time and Personnel Devoted to Services.** Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

**Section 11. Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request,

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shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

**Section 12. Representations of Professional.** District relies upon the following representations by Professional in entering into this Agreement:

**12.1. Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional represents and warrants to District that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

**12.2. Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures, and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to District.

**12.3. No Waiver of Claims.** The granting of any progress payment by District, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of District, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

**12.4. District's Remedies are Cumulative.** Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Professional may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

**12.5. No Conflict of Interest.** Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

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**Section 13. Conformity with Law and Safety.** Professional shall observe and comply with all applicable laws, ordinances, codes, regulations, and permits of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes, and regulations, including the administrative policies and guidelines of District pertaining to the work. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify District Manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to District, in such form as District may require. This report shall include the following information: (a) Name and address of the injured or deceased person(s); (b) Name and address of Professional's subcontractor, if any; (c) Name and address of Professional's liability insurance carrier; and (d) A detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify District Manager.

**Section 14. Contact by Professional with Project Owner or Project Applicant.** Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of District. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for District under this Agreement.

**Section 15. Confidentiality.** Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the District's General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat

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all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to District and make a reasonable effort to obtain a protective order requiring that District's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

**Section 16. Ownership of Work Product.** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement (“Products”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to District. With the prior written approval of District's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of District irrespective of where located or stored, and Professional agrees to deliver all such documents and information to District, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which District will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to District in both printed and electronic form, or as may be specified in **Exhibit A**.

Upon the conclusion of the Term or in the event of Termination, Professional agrees, at its expense and in a timely manner, to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its contractors, or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**Section 17. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**Section 18. Excusable Delays; Notice to Other Party of Delay.** Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides,

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fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

**Section 19. Suspension of Services by District.** District reserves the right to suspend Professional's Services under this Agreement when District determines that it is necessary to do so. When possible, District shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by District. If the Services are suspended by District for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by District to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to District such financial information that, in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and District shall continue to make payments for the Services in progress as required by this Agreement.

**Section 20. Termination of Work by District for Its Convenience.** District shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional ("Termination"). In the event District shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If District terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement for convenience before District issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Professional. If District terminates this Agreement after District has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, District shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this

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Agreement prior to termination of this Agreement. District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to District such financial information that, in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by District, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

(d) Notwithstanding this Section, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Professional's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Professional.

**Section 21. Assurance of Performance.** If, at any time, District believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**Section 22. Cancellation for Breach by Either Party.** Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If District cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Professional.

District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

**Section 23. Arbitration of Disputes.** All claims, disputes, and other matters in question between District and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections

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1281 to 1284.2 of the California Code of Civil Procedure (the “Arbitration Laws”) unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Santa Cruz County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

**Section 24. Insurance Coverage.** During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current

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A M Best's rating of no less than A VII and will provide District with written proof of said insurance. Professional shall maintain coverage as follows:

**24.1. General Liability.** Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

**24.2. Workers' Compensation Insurance and Employer's Liability.** Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**24.3. Errors and Omissions Liability.** Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Professional shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**24.4. Commercial Automobile Liability.** Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

**24.5. Waiver of Subrogation.** With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of District for all work performed by Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

**Section 25. Additional Insurance Requirements.** Within five (5) days of the Effective Date, Professional shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall:

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(a) Provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such;

(b) Name District, and District's Agents as additional insureds with respect to liability arising out of Services, work, or operations performed by or on behalf of Professional;

(c) Cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to District;

(d) Be primary with respect to any insurance or self-insurance programs covering District or District's Agents and any insurance or self-insurance maintained by District or District's Agents shall be in excess of Professional's insurance and shall not contribute to it;

(e) Contain standard separation of insured provisions; and

(f) State that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to District.

**Section 26. Indemnification by Professional.** To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to District, indemnify and hold harmless District and District's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District and District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against District and District's Agents.

**Section 27. Liability of District.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 28. Independent Contractor.** At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment,

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agency, or partnership relationship between District and Professional. District shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

**Section 29. Professional Not Agent.** Except as District may specify in writing, Professional shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**Section 30. Payment of Taxes and Other Expenses.** Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

**Section 31. Notices.** Any notice or communication required hereunder between District and Professional must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

**San Lorenzo Valley Water District  
Attn: Brian Frus, Interim General Manager  
13060 Highway 9  
Boulder Creek, CA 95006**

With courtesy copies to:

**White Brenner LLP  
Attn: Barbara A. Brenner  
1414 K Street, 3rd Floor  
Sacramento, CA 95814**

If to Professional:

**Jodi McGraw Consulting  
Attn: Jodi McGraw  
PO Box 221  
Freedom, CA 95019**

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**Section 32. Exhibits.** All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
<b>Exhibit A</b>	<b>Exhibit A: Olympia Conservation Area Management: Scope of Work Extension</b>

**Section 33. General Provisions.**

**a. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**b. Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**c. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**d. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**e. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of Santa Cruz.

**f. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**g. Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**h. Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional’s charges to District under this Agreement.

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**i. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**j. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**k. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**l. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**m. Interpretation.** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**n. Mandatory and Permissive.** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**o. Attorney’s Fees and Costs.** If any action at law or in equity not resolved pursuant to the “Arbitration of Disputes” section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**p. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**q. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

***[Signatures on Following Page]***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**

SAN LORENZO VALLEY WATER  
DISTRICT, a California County Water District

**PROFESSIONAL:**

Jodi McGraw Consulting, a California sole  
proprietorship

By: \_\_\_\_\_  
Brian Frus, Interim General Manager

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

Name: \_\_\_\_\_

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

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

Approved as to Form:

\_\_\_\_\_  
Barbara A. Brenner, General Counsel

**EXHIBIT A**  
**Scope of Services**

DRAFT



**Jodi McGraw  
Consulting**

## Olympia Conservation Area Management: Scope of Work Extension

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**Prepared for:**

Carly Blanchard  
Environmental Projects Manager  
San Lorenzo Valley Water District  
[cblanchard@slvwd.com](mailto:cblanchard@slvwd.com)  
831-430-4639

**Prepared by:**

Jodi McGraw  
Principal and Lead Ecologist  
Jodi McGraw Consulting  
PO Box 221 • Freedom, CA 95019  
[jodi@jodimcgrawconsulting.com](mailto:jodi@jodimcgrawconsulting.com)  
(831) 768-6988

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### **SCOPE OF SERVICES**

This scope of services outlines work that Jodi McGraw Consulting (JMc) will conduct to restore, manage, and monitor the Olympia Conservation Area. Table 1 lists the tasks to be implemented in 2024 and 2025, which are described in greater detail in the Olympia Conservation Area Habitat Management and monitoring Plan (McGraw 2020) as well as the 2021 annual report (McGraw 2022).

### **BUDGET**

Table 1 identifies the estimated costs to complete the project tasks based on the estimated level of effort required. JMc will bill the San Lorenzo Valley Water District on a time-and-materials basis based on the labor and reimbursable mileage rates identified in the budget. While costs may vary for the individual tasks outlined in Table 1, depending on the actual level of effort required to implement the project tasks, the total costs will not exceed \$29,888.87 unless the District authorizes and adjustment to the budget in writing

### **REFERENCES**

- McGraw, J. M. 2020. Olympia Conservation Area Habitat Management and Monitoring Plan. Prepared for the San Lorenzo Valley Water District. September 2020. 190 pages
- McGraw, J. M. 2024. Olympia Conservation Area Habitat Management and Monitoring Plan 2023 Annual Report. Prepared for the San Lorenzo Valley Water District. January 2024.

Olympia Conservation Area  
Restoration, Management, and Monitoring

Table 1: Estimated costs for Olympia Conservation Area tasks during 2024 and 2025

Task	Task	Ecologist		Assoc. Ecologist		Restoration Technician		Private Vehicle Use		Other Direct Costs		Total Cost (\$)	
		125 Hours	hr. Cost (\$)	90 Hours	hr. Cost (\$)	68 Hours	hr. Cost (\$)	0.67 Miles	mile Cost (\$)	Items	Cost (\$)		
<b>1</b>	<b>Exotic Plant Management</b>												
1.1	French broom and Portuguese broom	1	125		-	8	544	29	19.29			688.29	
1.2	Velvet Grass, Thistles, Spring Vetch, Vinca	2	250		-	30	2,040	58	38.57	contractor bags, dump	50	2,378.57	
1.3	Annual Grass Control (Manual and Mechar	6				40	2,720	220	146.30			2,866.30	
<b>2</b>	<b>Wallflower Enhancement</b>												
2.1	Cage Ben Lomond wallflower	6	750		-	24	1,632	58	38.57	wire, bamboo, staples	250	2,670.57	
2.2	Collect and Process Seed	2	250		-	24	1,632	87	57.86			1,939.86	
2.3	Broadcast seed	6	750		-	12	816	84	55.86			1,621.86	
<b>3</b>	<b>Species Enhancement</b>												
<b>4</b>	<b>Monitoring and Reporting</b>												
4.1	Conservation Area Condition	4	500	20	1,800		-	116	77.14		-	2,377.14	
4.2	Photomonitoring	4	500	16	1,440		-	58	38.57			1,978.57	
4.3	Restoration Area Quantitative Monitoring	20	2,500	40	3,600			168	111.72			6,211.72	
4.4	Annual Report	20	2,500	24	2,160		-		-			4,660.00	
<b>5</b>	<b>Project Coordination and Administration</b>	16	2,000	4	360	2	136		-			2,496.00	
	<b>Total</b>	<b>87</b>	<b>10,125</b>	<b>104</b>	<b>9,360</b>	<b>140</b>	<b>9,520</b>	<b>878</b>	<b>583.87</b>		<b>0</b>	<b>300</b>	<b>29,888.87</b>

## MEMO

**DATE:** March 7, 2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** Contract Change Orders - Fall Creek Fish Ladder Rehabilitation

**WRITTEN BY:** Garrett Roffe, Engineering Manager

**PRESENTED BY:** Garrett Roffe, Engineering Manager

### STAFF RECOMMENDATION

Approve the attached Contract Change Orders 8 and 9 for payment to Syblon Reid Construction Inc. as part of the District's Fall Creek Fish Ladder Rehabilitation project.

### RECOMMENDED MOTION

The Board approve Contract Change Orders 8 and 9 for payment to Syblon Reid Construction Inc. for the Fall Creek Fish Ladder Rehabilitation project in the sum of \$22,226, thereby increasing the not-to-exceed contract amount from \$2,489,347 to \$2,511,573.

### BACKGROUND

The Fall Creek Fish Ladder Rehabilitation project involves modification to the existing Fall Creek Fish Ladder weirs, construction of three new weirs, refurbishment of the existing raw water intake pump system, improved site access structures, fencing, erosion control, electrical systems, piping improvements, and restoration of the project area. On February 16, 2023, the Board authorized the District Manager to enter into a Contract



Agreement with Syblon Reid Construction, Inc. for the bid amount of \$2,365,720. On April 10, 2023, the Contract Agreement was executed. On January 4, 2024, the Board authorized \$123,626 for additional work summarized in change orders #1 -#5. Contract Change Order #6 was rejected by the District and Contract Change Order #7 was a no-cost time extension executed by the District on February 22, 2024.

Syblon Reid Construction Inc. has now submitted pricing for payment in the form of two additional contract change orders (CCOs):

#### **CCO 8 - Additional Erosion Control Blanket**

The project plans include sheet C12, Temporary Access, Erosion Control, and Diversion Plan, outlining the extent of slope protection included in the contract for the bid price. While the plans indicate the finished grade over the new intakes is half-ton rocks, which normally would not require an erosion control blanket, environmental permitting requirements necessitated a soil layer and additional erosion control blanket over the rocks. The Contractor provided the requested soil layer and priced the additional erosion control blanket accordingly. The Project Engineer of Record, Waterways Consulting, reviewed the pricing and confirmed it aligns with expectations for a small job with steep slope conditions. The additional erosion control blanket results in a payment adjustment at an agreed lump sum of \$3,900.

#### **CCO 9 - Time and Materials Bridge Retaining Wall Repair**

The District obtained an encroachment permit from the County of Santa Cruz to install our potable water main on the County's existing pedestrian bridge that crosses Fall Creek. Project plans include an abutment penetration detail showing how the water main transitions from under the

bridge to below the paved pedestrian trail. However, during excavation for this installation, it was discovered that the wooden members of the bridge retaining wall were rotten and needed replacement. The County assessed the condition and determined that the rot was limited to the approach retaining wall and should be replaced as part of the project and paid for by the District. The District requested lump sum pricing from the Contractor for the replacement of the rotten wood members in-kind. The Contractor submitted pricing for an additional \$76,400 to repair the bridge retaining wall. The District requested the Contractor complete the repairs on a Time and Materials basis, which were tracked on Daily Extra Work Reports for a payment adjustment at an agreed sum of \$18,326.

The total of change orders for payment amounts to \$22,226.

## **ENVIRONMENTAL REQUIREMENTS**

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the District that will not result in direct or indirect physical changes to the environment.

## **PRIOR COMMITTEE ACTION**

None

## **FISCAL IMPACT**

The cost of the above change orders totaling \$22,226 will result in an increase to the total not-to-exceed contract amount from \$2,489,37 to

\$2,511,573. There is sufficient FY 23-24 project budget to cover the proposed change orders.

## **ATTACHMENTS**

1. Contract Change Order 8
2. Contract Change Order 9





## San Lorenzo Valley Water District Fall Creek Fish Ladder Rehabilitation - Contract Change Order

February 1, 2024

Change order No. 009 Time and Materials Bridge Retaining Wall Repair

MME Job No. 21131

To: Syblon Reid, Contractor

**NOTE:** This change order is not effective until approved by SLVWD

### **Payment Adjustment at Agreed Lump Sum of \$18,326.20:**

By signing this change order all parties agree to the following changes to the plans, specifications, and contract documents:

1. Expose Bridge Abutment and offhaul spoils January 10, 2024  
**Daily Extra Work Report No. 1** 1 LS = \$3,155.81
2. Remove/replace rotten timber January 17, 2024  
**Daily Extra Work Report No. 2** 1 LS = \$5,182.59
3. Replace timber, re-install decking, and begin backfill January 18, 2024  
**Daily Extra Work Report No. 3** 1 LS = \$5,995.39
4. Backfill January 19, 2024  
**Daily Extra Work Report No. 4** 1 LS = \$3,136.12
5. Install posts and handrail at abutment January 23, 2024  
**Daily Extra Work Report No. 5** 1 LS = \$856.29
6. This change will not impact the controlling activity. No time adjustment is made.

Total Cost 1, 2, 3, 4, 5 & 6 = \$18,326.20

- The Adjusted Contract Price is \$2,511,572.85



\_\_\_\_\_  
Brian Frus, Interim District Manager  
San Lorenzo Valley Water District

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

\_\_\_\_\_  
Jared Stevens/Project Manager  
Syblon Reid

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

\_\_\_\_\_  
Matt Weld, P.E.  
Engineer of Record, Waterways

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

*i:\21131 slvwd - fall creek fish ladder cm\construction\cco's\cco #9 - t&m bridge retaining wall repair\2024 02 01 cco 009 t&m bridge retaining wall repair.docx*

## MEMO

**DATE:** March 7, 2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** Amended and Restated Agreement for Professional Services  
with Raftelis for the Completion of the 2023 Rate Study

**WRITTEN BY:** Heather Ippoliti, Consultant (RGS)

**PRESENTED BY:** Heather Ippoliti, Consultant (RGS)

### STAFF RECOMMENDATION

It is recommended that the Board of Directors approve the amended and restated agreement with Raftelis to extend the term and increase the not-to-exceed amount contract amount.

### RECOMMENDED MOTION

The Board:

1. Directs the Interim General Manager to enter into an amended and restated agreement with Raftelis in an amount not to exceed \$114,035 for the completion of the 2023 Rate Study; and
2. Authorizes the Interim General Manager to execute extensions and/or non-substantive modifications to the Agreement, as necessary.

### BACKGROUND

On March 30, 2023, the Board directed the General Manager to enter into a contract with Raftelis in an amount not to exceed \$99,035. The agreement

was entered into as of April 21, 2023, with an amount not to exceed \$99,035, and an expiration date of November 30, 2023.

Raftelis is requesting a change to the not-to-exceed amount. The additional amount requested is \$15,000 and would increase the not-to-exceed amount from \$99,035 to \$114,035. Attached is a letter received by the District from Raftelis dated February 8, 2024, detailing the additional work completed outside the agreed-upon scope, and the remaining work to be completed as of the date of the letter. These include:

- Participation in additional Board meetings
- Consideration of additional capital improvement program scenarios
- Wholesale pricing support
- Assistance responding to public records requests
- Additional requested analyses
- Preparation of additional drafts of the report

In addition to the work detailed in the letter, it is anticipated that the District will require additional assistance in implementing the rates as adopted and will seek Raftelis' guidance.

Attached is the draft amended and restated agreement.

### **PRIOR COMMITTEE ACTION**

No prior committee action was taken on this matter.

### **FISCAL IMPACT**

As of January 31, 2024, the Administration Department has spent 53% of the approved FY 2023-24 department budget, of which \$94,320 was invoices to Raftelis, or 6% of the department budget. No budget amendment is



proposed. Based on current year-to-date expenses, there is a sufficient department budget to cover the proposed increased expense of \$15,000.

## **ENVIRONMENTAL IMPACT**

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the District that will not result in direct or indirect physical changes to the environment.

## **ATTACHMENTS**

- Letter to the District dated February 8, 2024, from Raftelis
- Draft amended and restated agreement



February 8, 2024

Mr. Brian Frus, PE  
Interim General Manager  
San Lorenzo Valley Water District  
13060 Highway 9  
Boulder Creek, CA 95006

**Subject: Additional Funds Request**

Dear Mr. Frus:

Raftelis is respectfully requesting an increase to the rate study budget of \$15,000. This is to help cover expenses related to additional work that has been done throughout the duration of the study, including the following:

- Four Board meetings instead of one
- Additional capital improvement program scenarios
- Wholesale pricing
- Responding to public records request
- Additional requested analyses
- Additional drafts of the report

The additional work requested by the District in September was previously documented with Kendra Reed on October 13, 2023, before her departure. At that time, we noticed that we would continue to track any additional out-of-scope work for this project.

The following work is still pending:

- Finalize rate study report once the District attorney's comments are received
- Prepare slides for the public hearing
- Virtually attend the public hearing

If you need any other information to process this request, please let us know. We appreciate your attention to this matter and the opportunity for our firm to continue to provide assistance to the District on this important project.

Sincerely,

A handwritten signature in black ink that reads 'Theresa M. Jurotich'.

**Theresa Jurotich, P.E., PMP**  
Manager  
P: 206.707.9155 / E: [tjurotich@raftelis.com](mailto:tjurotich@raftelis.com)

A handwritten signature in black ink that reads 'Melissa E. Elliott'.

**Melissa Elliott**  
Executive Vice President  
P: 303.305.1141 / E: [melliott@raftelis.com](mailto:melliott@raftelis.com)

**AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES**  
**by and between**  
**SAN LORENZO VALLEY WATER DISTRICT**  
**and**  
**RAFTELIS FINANCIAL CONSULTANTS, INC.**

**CONTRACT NO. 22/23-16**

**2023 RATE STUDY**

Scope of study to include a cost of service analysis for water and sewer services and recommendations related to rates to be implemented by the District.

**PREAMBLE**

This amended and restated agreement for the performance of professional services (“Agreement”) is made and entered into as of this 7th day of March 2024 (“Effective Date”), by and between Raftelis Financial Consultants, Inc., a North Carolina corporation, with its principal place of business located at 227 West Trade St., Suite 1400, Charlotte, NC 28202, hereinafter referred to as “Consultant,” and the San Lorenzo Valley Water District, a California County Water District, with its principal place of business located at 13060 Highway 9, Boulder Creek, CA 95006, hereinafter referred to as “District.” District and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A. WHEREAS, on February 9, 2023, District issued a Request for Proposals for analysis of cost and projected rate schedule; and
- B. WHEREAS, Consultant represents and warrants that it possesses the professional qualifications and expertise required by District as set forth under the Request for Proposals and this Agreement.

Now, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

- A. Consultant agrees to perform the services (the “Services”) provided for in **Exhibit A**, entitled “Project Scope of Services” attached hereto and incorporated herein. Except as otherwise specified in this Agreement, Consultant shall furnish all technical, legal and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the Services at Consultant’s sole risk and expense.
- B. Consultant shall be responsible for the quality, technical accuracy, and coordination of Services furnished by it under this Agreement. Consultant will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same or similar services

in the region. Consultant shall be solely responsible to District for the performance of Consultant, and any of its employees, agents, subcontractors, subconsultants, or suppliers, that provide any Services or work under this Agreement.

**2. TERM OF AGREEMENT**

This agreement shall be deemed to have commenced on April 21, 2023 (“Effective Date”). Consultant shall provide the Services commencing upon the Effective Date and shall complete the Services by June 30, 2024. Any extension shall be by amendment.

**3. CONSULTANT COMPENSATION**

A. Consultant shall bill District on a monthly basis for any Services provided by Consultant during the preceding month, pursuant to the rates set forth in **Exhibit B**, entitled “Proposed Total Professional Fee and Fee Schedule,” attached hereto and incorporated herein, as well as, additional services noted in **Exhibit C**. In no event shall the amount of this Agreement exceed \$114,035. Any increase of this not-to-exceed amount shall be by amendment.

B. Consultant may begin Services prior to the execution and the Effective Date of this Agreement solely at its own risk, with the understanding that District may elect in its sole and absolute discretion whether or not to compensate Consultant for any Services so provided.

**4. GUARANTEED MAXIMUM COSTS**

A. District’s obligation hereunder shall not at any time exceed the amount of this Agreement as stated herein. Any increase of the not-to-exceed amount shall be by amendment.

B. Officers and employees of District are not authorized to request, and District is not required to reimburse Consultant for, commodities or services beyond the agreed upon scope of Services unless the changed scope is authorized by amendment.

C. Officers and employees of District are not authorized to offer or promise, nor is District required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is authorized without an amendment authorizing additional funding.

**5. PAYMENT; INVOICE FORMAT**

A. Invoices furnished by Consultant under this Agreement must be in a form acceptable to the District Manager or designee.

B. Payment shall be made by District to Consultant at the address specified in the Section entitled “Notices to the Parties.”

C. District may withhold payment in any instance in which Consultant has failed or refused to satisfy any material obligation provided for under this Agreement.

- D. Payment by District typically will be made within thirty (30) days of the date of receipt of Consultant's invoice by District. However, in no event shall District be liable for interest or late charges for any late payments.

**6. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

The granting of any payment by District, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by District and in such case must be replaced by Consultant without delay. This Section shall survive termination of this Agreement.

**7. GRANT REQUIREMENTS**

[Intentionally omitted.]

**8. DISALLOWANCE**

[Intentionally omitted.]

**9. QUALIFIED PERSONNEL**

Services and work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Consultant, except as may be allowed pursuant to the Section of this Agreement entitled "Subcontracting." Consultant will comply with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Districts' request, must be supervised by Consultant. Consultant shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

**10. SUBCONTRACTING**

- A. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by District in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.
- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between District and any subcontractors or subconsultant, and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to District for the acts and omissions of its subcontractors or subconsultants 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 Consultant. Consultants' obligation to pay its subcontractors or subconsultants is an independent obligation from Districts' obligation to make payments to Consultant.

- C. Any subcontract entered into as a result of this Agreement, shall contain all the applicable grant requirements and provisions stipulated in this Agreement to be applicable to subcontractors or subconsultants.
- D. Any substitution of subcontractors or subconsultants must be approved in writing by District advance of assigning work to a substitute subcontractor or subconsultant.

**11. PROMPT PROGRESS PAYMENT TO SUBCONSULTANTS**

A prime consultant shall pay to any subcontractor or subconsultant not later than seven days of receipt of each progress payment by District, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subconsultants. The 7-day period is applicable unless a longer period is agreed to in writing. Prime consultants are prohibited from holding retainage from subcontractors or subconsultants. Any violation of Section 7108.5 shall subject the violating consultant to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant in the event of a dispute involving a late payment or nonpayment, deficient subconsultant or subcontractor performance, and/or noncompliance by a subconsultant or subcontractor.

**12. PROPRIETARY OR CONFIDENTIAL INFORMATION OF DISTRICT**

Consultant understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information marked "confidential" disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Nothing furnished to Consultant that is otherwise generally known to the public or is of public record, or required to be disclosed by court order, legal process or applicable law, shall be deemed confidential under this Section. This Section shall survive termination of this Agreement.

**13. OWNERSHIP OF RESULTS**

All drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Consultant or its subcontractors or subconsultants in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to District. However, Consultant may retain and use copies for reference and as documentation of its experience and capabilities. This Section shall survive termination of this Agreement. Nothing contained herein shall be deemed a transfer, assignment or divestiture by Consultant of its trade secrets, know-how or intellectual property.

**14. WORKS FOR HIRE**

[Intentionally omitted.]

**15. INSURANCE REQUIREMENTS**

A. Without in any way limiting Consultant's liability pursuant to the Section of this Agreement entitled "Hold Harmless/Indemnification," Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
2. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident; and
3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and
4. Professional Liability Insurance with limits not less than \$2,000,000 per claim. Subconsultants or subcontractors providing professional services under this Agreement, if any, shall be added to Consultant's policy as additional insured, or shall provide evidence of their own professional liability insurance which is acceptable to District.
5. Commercial General Liability and Business Automobile Liability insurance policies must provide the following:
  - (a) Name as Additional Insured the District, its Officers, Agents, and Employees; and
  - (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims

arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

- B. All policies required by this Agreement shall provide thirty days' advance written notice to District of cancellation at the address specified in the Section of this Agreement entitled "Notices to the Parties."
- C. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- E. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- F. Prior to commencement of any work or Services under this Agreement, Consultant, shall, at its sole cost and expense, furnish to District certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon District's request.
- G. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder. This subsection shall survive termination of this Agreement.

**16. RESPONSIBILITY FOR EQUIPMENT**

District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees or agents, even though such equipment be furnished, rented or loaned to Consultant by District. This Section shall survive termination of this Agreement.

**17. CORRECTION OF SERVICES**

District may elect in its sole and absolute discretion, to give Consultant the opportunity to correct any incomplete, inaccurate or defective Services, and Consultant hereby agrees, if given such opportunity pursuant District's election under this Section, to correct such



Services at no further cost to District, when such defects are due to the negligence, errors or omissions of Consultant. This Section shall survive termination of this Agreement.

**18. HOLD HARMLESS/INDEMNIFICATION**

- A. Consultant shall indemnify and hold harmless District and its officers, agents and employees from loss, damage, injury, liability, damages, judgments, claims caused by the negligence, gross negligence or willful misconduct by Consultant in the course of Consultant's performance of this Agreement, regardless of whether liability without fault is imposed or sought to be imposed on District, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of District and is not contributed to by any act or omission of Consultant, its subcontractors or subconsultants or their agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs.
- B. Consultant shall indemnify and hold District harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement by Consultant of the U.S. patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by District, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.
- C. This Section 18 shall survive termination of this Agreement.

**19. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

[Intentionally omitted.]

**20. LIABILITY OF DISTRICT**

District's payment obligations under this Agreement shall be limited to the payment of the compensation provided for in the Section of this Agreement entitled "Consultant Compensation." Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or Services performed in connection with this Agreement. This Section shall survive termination of this Agreement.

**21. DEFAULT; REMEDIES**

- A. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1. Consultant fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 7 ("Grant Requirements"), 9 ("Qualified Personnel"), 10 ("Subcontracting"), 12 ("Proprietary or Confidential Information of District"), 15 ("Insurance Requirements"), 17 ("Correction of Services"), 27 ("Compliance with Laws"), 28 ("Fair Employment"), 29 ("Compliance with Americans with Disabilities Act"), 30 ("Drug Free Workplace"), 31 ("Submitting False Claims; Monetary Penalties"), or 38 ("Assignment").
  2. Consultant fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from District to Consultant.
  3. Consultant (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property or (v) takes action for the purpose of any of the foregoing.
  4. A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Consultant.
- B. On and after any Event of Default, District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Consultant any Event of Default; Consultant shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Consultant under this Agreement or any other agreement between District and Consultant all damages, losses, costs or expenses incurred by District as a result of such Event of Default and any liquidated damages due from Consultant pursuant to the terms of this Agreement or any other agreement. This subsection shall survive termination of this Agreement.
- C. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way

be deemed to waive any other remedy. This subsection shall survive termination of this Agreement.

**22. EARLY TERMINATION FOR CONVENIENCE**

- A. District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. District shall exercise this option by giving Consultant written notice of termination. The notice shall specify the date on which termination shall become effective.
- B. Upon receipt of the notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Agreement on the date specified by District and to minimize the liability of Consultant and District to third parties as a result of termination. All such actions shall be subject to the prior approval of District. Such actions shall include, without limitation:
  - 1. Halting the performance of all Services and other work under this Agreement on the date(s) and in the manner specified by District.
  - 2. Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - 3. Terminating all existing orders and subcontracts.
  - 4. At District's direction, assigning to District any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - 5. Subject to District's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
  - 6. Completing performance of any Services or work that District designates to be completed prior to the date of termination specified by District.
  - 7. Taking such action as may be necessary, or as District may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Consultant and in which District has or may acquire an interest.
- C. Within 30 days after the specified termination date, Consultant shall submit to District a final invoice for Services performed under the Agreement.
- D. In no event shall District be liable for costs incurred by Consultant or any of its subcontractors or subconsultants after the termination date specified by District.

- E. In arriving at the amount due to Consultant under this Section 22, District may deduct: (1) all payments previously made by District for work or other Services covered by Consultant's final invoice; (2) any claim which District may have against Consultant in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection; and (4) in instances in which, in the opinion of District, the cost of any Service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services or other work, the difference between the invoiced amount and District's estimate of the reasonable cost of performing the invoiced Services or other work in compliance with the requirements of this Agreement.
- F. District's payment obligation under this Section 22 shall survive termination of this Agreement.

**23. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION**

Upon any termination of this Agreement prior to expiration of the term specified in Section 2 (entitled "Term of Agreement") this Agreement shall terminate and be of no further force or effect except as otherwise expressly provided herein. Upon payment by District of all sums owing to Consultant, Consultant shall transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to District. This Section shall survive termination of this Agreement.

**24. LIQUIDATED DAMAGES**

[Intentionally omitted.]

**25. AUDIT AND INSPECTION OF RECORDS OF CONSULTANT**

Consultant agrees to maintain and make available to District, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Consultant will permit District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon District by this Section. This Section shall survive termination of this Agreement.

**26. CONFLICT OF INTEREST**

Consultant acknowledges that it is familiar with the provisions of §87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

**27. COMPLIANCE WITH LAWS**

Consultant shall keep itself fully informed of all local laws and regulations applicable to District, and of all state, and federal laws affecting the performance of this Agreement, Consultant must at all times comply with such local laws and regulations and all applicable state and federal laws as they may be amended from time to time.

**28. FAIR EMPLOYMENT**

During the performance of the Agreement, Consultant shall not discriminate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or any other category or characteristic protected by law. Consultant confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation; and that it maintains no employee facilities segregated on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and any other category or characteristic protected by law. Consultant further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Agreement.

**29. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against, or fail to make reasonable accommodation of any person covered by the ADA, or fail to comply with any provision of the ADA in the course of its performance of its obligations under the Agreement, or in any way connected with District. Consultant shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Consultant's violation or alleged violation of the ADA in the course of performance of its obligations under the Agreement, or in any way connected to District. Consultant further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Agreement.

**30. DRUG FREE WORKPLACE**

Consultant acknowledges that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Agreement.

**31. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

Pursuant to California Government Code Sections 12650 et seq., any contractor, subcontractor or consultant who submits a false claim shall be liable to District for three times the amount of damages that District sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to District for a civil penalty for up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to District if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of District, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by District; (c) conspires to defraud District by getting a false claim allowed or paid by District; (d) has possession, custody, or control of public property or money used or to be used by District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by District and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to District; (g) is a beneficiary of an inadvertent submission of a false claim to District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to District within a reasonable time after discovery of the false claim. This Section shall survive termination of this Agreement.

**32. FORCE MAJEURE**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant, within ten (10) days of the commencement of such condition, notifies the District Manager who shall thereupon ascertain the facts and extent of any necessary delay, and may extend the time for performing Services. The District Managers' determination shall be final and conclusive upon the Parties to this Agreement.

**33. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the Parties in connection with the subject matter hereof, and supersedes any and all other oral or written communications or provisions. This contract may be modified or amended only as provided in the Section

directly below, entitled "Amendments." This Section shall survive termination of this Agreement.

**34. AMENDMENTS**

It is mutually understood and agreed that this Agreement may not be amended or modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. This Section shall survive termination of this Agreement.

**35. NON-WAIVER**

The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter. This Section shall survive termination of this Agreement.

**36. NO AGENCY**

Consultant shall not have authority, expressed or implied, to act on behalf of District as an agent, or to bind District to any obligations whatsoever, unless specifically authorized in writing by the District Manager. This Section shall survive termination of this Agreement.

**37. CONSULTANT IS AN INDEPENDENT CONTRACTOR**

A. Consultant or any agent or employee of Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by District under this Agreement. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between District and Consultant or any agent or employee of Consultant.

B. Any terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Consultant performs Services or work under this Agreement.

C. This Section 37 shall survive termination of this Agreement.

**38. ASSIGNMENT**

The Services to be performed by Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Consultant unless first approved by District by written instrument executed and approved in the same manner as this Agreement. This Section shall survive termination of this Agreement.

**39. CONSTRUCTION**

All section headings are for reference only and shall not be considered in construing this Agreement. No provision of this Agreement shall be construed against any Party hereto by reason of such Party's being deemed to have drafted such provisions. This Section shall survive termination of this Agreement.

**40. SEVERABILITY**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable. This Section shall survive termination of this Agreement.

**41. NOTICE TO THE PARTIES**

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties shall be sent via email with a copy by U.S. mail or by express overnight courier with tracking, addressed as follows:

To District:

Brian Frus  
Interim General Manager  
San Lorenzo Valley Water District  
13060 Highway 9  
Boulder Creek, CA 95006  
[Email: bfrus@slvwd.com](mailto:bfrus@slvwd.com)

To Consultant:

Theresa Jurotich  
445 South Figueroa St., Suite 1925  
Los Angeles, CA 90017  
[Email: tjurotich@raftelis.com](mailto:tjurotich@raftelis.com)

Any notice of default must be sent by email with a copy by registered mail or by express overnight courier with tracking.

**42. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's General Manager, who shall decide the true meaning and intent of the Agreement. This Section shall survive termination of this Agreement. No decision by the General Manager shall have any evidentiary effect or bind in any way a court or other tribunal.



**43. DISPUTE RESOLUTION**

- A. District may elect in its sole and absolute discretion to submit any controversies between Consultant and District regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, to non-binding mediation, within thirty (30) days after notice of a mediation request is given by one Party to the other Party.
- B. The Parties may agree on one mediator. If the Parties cannot agree on one mediator, the Party requesting mediation may request that the Superior Court, State of California, County of Santa Cruz appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of such mediation shall be borne by the Parties equally.
- D. Mediation under this Section 43, if elected by District, is a condition precedent to filing an action in any court.
- E. This Section 43 shall survive termination of this Agreement.

**44. ATTORNEY FEES**

In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof, the Party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party. This Section shall survive termination of this Agreement.

**45. VENUE**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be exclusively in the state courts of the State of California, County of Santa Cruz, or if jurisdiction is exclusively federal, in the United States District Court, Northern District of California, San Jose. This Section shall survive termination of this Agreement.

**46. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

San Lorenzo Valley Water District

Contract No. 22/23-16

47. **AUTHORITY**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and District.

[Signatures on Following Page(s)]

San Lorenzo Valley Water District

Contract No. 22/23-16

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above, as evidenced by the signatures of their duly authorized representatives set forth below.

**SAN LORENZO VALLEY WATER DISTRICT RAFTELIS FINANCIAL CONSULTANTS, INC.**

\_\_\_\_\_  
Brian Frus  
Interim General Manager  
San Lorenzo Valley Water District

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Holly Hossack  
District Secretary  
San Lorenzo Valley Water District

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, ZIP

APPROVED AS TO FORM:

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Barbara Brenner  
White Brenner, LLP

\_\_\_\_\_  
License Number(s) (if applicable)

**Exhibit A**

**Project Scope of Services**

The scope of required services for this project includes:

**TASK 100 – PROJECT MANAGEMENT**

Consultant shall propose a project schedule that meets or improves upon the timeline provided in this Request for Proposals.

Consultant shall provide overall project management, including contract administration and budget and schedule tracking.

Consultant shall provide internal quality control and quality assurance procedures.

Consultant shall assume about five meetings with staff, two public meetings (one each with the District Board and Budget & Finance Committee), and one public outreach workshop under the auspices of the District to gather community input.

**TASK 200 – REVENUE REQUIREMENTS AND RATE SCHEDULE**

Consultant will conduct a detailed review of the District's operating and capital improvement budgets and one-time costs associated with recovery from the CZU wildfire to determine revenue needs over 5-year and 10-year time horizons. Consultant will develop recommended alternatives for a 5-year rate schedule beginning with the fiscal year starting January 1, 2024 that promotes financial sustainability and maintains adequate debt coverage and reserve levels. In order to do so, the Consultant shall develop an understanding of the 2021 Water Master Plan and Capital Improvement Plan, the existing rate structure and the assumptions underlying cost distribution to the various cost centers, the District's reserve policies and other financial policies, and the District's existing debt-service requirements. In addition to studying relevant District reports and plans (links provided under XIII), the Consultant will familiarize themselves with the demographics of the District's ratepayers, and undertake field investigations sufficient to provide the appropriate background for making recommendations.

The rate study shall include the following:

- A detailed cost-of-service analysis.
- A determination of current and future revenue needed to provide water and wastewater services in conformance with current and anticipated changes to standards and regulations, and to undertake ongoing repair, maintenance, and upgrades of infrastructure.
- The development of a parameter-driven budgeting spreadsheet that incorporates the District's existing budgeting constructs and allows modeling for periods of up to 10 years, including but not limited to the following parameters:
  - Revenues under existing and modeled volumetric and connection rates
  - Growth in staffing expenses, including regular, overtime and incentive pay, benefits and pension obligations
  - Fixed and variable costs (e.g., utilities, chemicals, vehicles, software, consultants, Page A-1

San Lorenzo Valley Water District

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outreach, travel), and includes a template for showing total operating margin, debt payments (interest and principal), and capital projects.

- An assessment of the existing customer service fee structure, identifying potential areas for new service and system charges, and recommendations regarding potential future charges.
- An exploration of various options for changes from the existing rate structure, including possible options in the list below, which may be altered or refined as the rate study develops based on discussions between District staff and the selected Consultant:
  - Tiered volumetric rates, including one model in which the lowest tier is tied to California's standard for per capita indoor water usage
  - Different rates for bulk water users (e.g., schools, mobile home parks)
  - Redistribution of revenue between service charges and volumetric charges to reflect the fixed nature of the majority of the District's operational costs, and to make annual revenue more predictable and less tied to consumption, which can be restricted in times of drought
  - Implementing a drought surcharge to replace the current system of revenue stabilization rates, in which the surcharge is placed into a restricted account that the District can access if consumption drops due to State mandates in response to drought conditions
  - Implementing a capital improvement surcharge the proceeds of which are placed into a restricted account the District can use only to pay for capital improvement projects
  - Establish cost-of-service for the District's 37 pressure zones that accounts for differences in pumping/utility costs for different pressure zones, and make a recommendation on whether it is practicable and/or equitable to set different rates for zones
- A demonstration that any recommendations on rate structure meet cash-flow objectives.
- Modeling how alternative rate structures would affect residential households as a function of use pattern (e.g., low-use, median use, high use) and economic status. Determine how the District can fund its low-income rate assistance program, given current state regulations, and provide recommendations on how it might be implemented under various rate structures.
- Recommendations for methods of communicating utility costs to ratepayers, assessing the ease of communication associated with each alternative rate structure, including how the layout of the utility bill might be used to identify actual costs of providing water and sewer services under different rate structures.

### **TASK 300 – FINAL RATE STUDY REPORT**

Consultant shall prepare a draft report that provides a detailed analysis of work performed and assumptions made. The report shall provide a clear written analysis of the basis upon which revenue needs were calculated.

Consultant shall incorporate changes pursuant to comments received on the draft report on presentation to the District's Budget & Finance Committee and the Board of Directors. Consultant will present the final report and recommended rates to the Board of Directors and members of the public at a formal public hearing.

San Lorenzo Valley Water District  
copies of the final report in both Adobe Acrobat (pdf) and Microsoft Word formats.

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**Exhibit B**

**Consultant Compensation**

**Proposed Total Professional Fee and Fee  
Schedule**

[See Following Page]

PROPOSED TOTAL PROFESSIONAL FEE AND FEE SCHEDULES

# Proposed Total Professional Fee and Fee Schedules

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Tasks	Web Meetings	In-person Meetings	Hours					Total Fees & Expenses
			SP	JW	NP	LR	Total	
1. Project Management	1	0	5	5	20	15	45	\$11,100
2. Revenue Requirements and Rate Schedule	4	0	30	15	60	80	185	\$44,825
3. Final Rate Study Report and Public Meetings	0	5	15	10	60	80	165	\$43,110
<b>Total Meetings / Hours</b>	<b>5</b>	<b>5</b>	<b>50</b>	<b>30</b>	<b>140</b>	<b>175</b>	<b>395</b>	
<b>Hourly Billing Rate</b>			<b>\$350</b>	<b>\$285</b>	<b>\$250</b>	<b>\$165</b>		
<b>Total Professional Fees</b>			<b>\$17,500</b>	<b>\$8,550</b>	<b>\$35,000</b>	<b>\$28,875</b>	<b>\$89,925</b>	
							<b>Total Fees</b>	<b>\$89,925</b>
							<b>Total Expenses</b>	<b>\$9,110</b>
							<b>Total Fees &amp; Expenses</b>	<b>\$99,035</b>

SP - Sudhir Pardiwala, Project Director  
 JW - John Wright, Technical Reviewer  
 NP - Nancy Phan, Project Manager  
 LR - Lindsay Roth, Staff Consultant







February 8, 2024

Mr. Brian Frus, PE  
Interim General Manager  
San Lorenzo Valley Water District  
13060 Highway 9  
Boulder Creek, CA 95006

**Subject: Additional Funds Request**

Dear Mr. Frus:

Raftelis is respectfully requesting an increase to the rate study budget of \$15,000. This is to help cover expenses related to additional work that has been done throughout the duration of the study, including the following:

- Four Board meetings instead of one
- Additional capital improvement program scenarios
- Wholesale pricing
- Responding to public records request
- Additional requested analyses
- Additional drafts of the report

The additional work requested by the District in September was previously documented with Kendra Reed on October 13, 2023, before her departure. At that time, we noticed that we would continue to track any additional out-of-scope work for this project.

The following work is still pending:

- Finalize rate study report once the District attorney's comments are received
- Prepare slides for the public hearing
- Virtually attend the public hearing

If you need any other information to process this request, please let us know. We appreciate your attention to this matter and the opportunity for our firm to continue to provide assistance to the District on this important project.

Sincerely,

A handwritten signature in black ink that reads 'Theresa M. Jurotich'.

**Theresa Jurotich, P.E., PMP**  
Manager  
P: 206.707.9155 / E: tjurotich@raftelis.com

A handwritten signature in black ink that reads 'Melissa E. Elliott'.

**Melissa Elliott**  
Executive Vice President  
P: 303.305.1141 / E: melliot@raftelis.com

## MEMO

**DATE:** March 7, 2024  
**TO:** Board of Directors, San Lorenzo Valley Water District  
**FROM:** Brian Frus, Interim General Manager  
**SUBJECT:** Amended and Restated Agreement with Sandis Civil Engineers  
Surveyors Planners - Alta Via Pipeline Replacement Project

**WRITTEN BY:** Joel Scianna, Assistant Engineer  
**PRESENTED BY:** Garrett Roffe, Engineering Manager

### STAFF RECOMMENDATION

Staff recommends that the Board directs the Interim General Manager to execute an amended and restated agreement for additional construction management services with Sandis Civil Engineers Surveyors Planners (Sandis) for the Alta Via Pipeline Replacement Project.

### RECOMMENDED MOTION

The Board:

- 1) Directs the Interim General Manager to execute an amended and restated Agreement for Professional Services with Sandis Civil Engineers Surveyors Planners for additional construction management services for the Alta Via Pipeline Replacement Project.
- 2) Authorizes the Interim General Manager to execute extensions and/or non-substantive modifications to the Agreement, as necessary.

## **BACKGROUND**

The Alta Via Neighborhood in Brookdale (including Alta Via Drive, Monan Way, and Prospect Ave) was damaged by the 2020 CZU fires, destroying above ground water mains in the area as well as several homes. The District's currently ongoing project includes installation of a permanent pipeline beneath the roadway, which will replace the temporary fix that has been in place since 2020.

In May 2023, staff was informed by Caltrans that several hundred feet of District water main within Highway 9 in Brookdale needs to be relocated from the northbound lane to the southbound lane to accommodate an upcoming viaduct project. The relocation is connected to the pipe abandonment work included in the Alta Via project. Sandis has done good work providing construction management services on the Alta Via project thus far. However, their contract has expired and the amount must be increased to accommodate the additional scope of work to oversee the upcoming Highway 9 relocation.

## **ENVIRONMENTAL REQUIREMENTS**

Pursuant to Title 14, the California Code of Regulations, Section 15301 of the California Environmental Quality Act ("CEQA") guidelines, the proposed action by the District results in a minor alteration of existing public or private structures that will result in negligible or no expansion of use.

The proposed work will be performed in the road right-of-way.

## **PRIOR COMMITTEE ACTION**

Contract Change Order (CCO) 8 with Anderson Pacific Engineering Construction (APEC) for the Relocation of Water Main within Hwy 9 was brought to the Engineering and Environmental Committee on January 4, 2024.

## **FISCAL IMPACT**

The additional funds required for the amended and restated agreement total \$47,500. Based on current year-to-date expenses, there are sufficient funds in the project budget to cover the proposed increase. Thus, no budget amendment is proposed.

## **ATTACHMENT**

Contract 21/22-17, Amended and Restated Agreement for Professional Services.

San Lorenzo Valley Water District

Contract No. 21/22-17

**AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES**  
**by and between**  
**SAN LORENZO VALLEY WATER DISTRICT**  
**and**  
**SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS**  
**CONTRACT NO. 21/22-17**

**Construction Management for Alta Via Pipeline Replacement Project**

**PREAMBLE**

This amended and restated agreement for the performance of professional services (“Agreement”) is made and entered into as of this 7<sup>th</sup> day of March 2024, by and between Sandis Civil Engineers Surveyors Planners, a California corporation, with its principal place of business located at 3007 Douglas Blvd Ste. 105 Roseville CA 95661 hereinafter referred to as “Consultant,” and the San Lorenzo Valley Water District, a California County Water District, with its principal place of business located at 13060 Highway 9, Boulder Creek, CA 95006, hereinafter referred to as “District.” District and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A.** WHEREAS, on November 23, 2021, District issued a Request for Proposals for construction management activities related to the Alta Via Pipeline Replacement project; and
- B.** WHEREAS, Consultant represents and warrants that it possesses the professional qualifications and expertise required by District as set forth under the Request for Proposals and this Agreement, and
- C.** WHEREAS, costs incurred by District under this Agreement are eligible for grant funding under the Federal Emergency Management Agency (“FEMA”) Public Assistance Program, and accordingly District is required to comply with applicable federal procurement requirements.

Now, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

- A.** Consultant agrees to perform the services (the “Services”) provided for in **Exhibit A**, entitled “Scope of Services – Construction Management Services for the Alta Via Pipeline Replacement Project,” and the extended services provided for in **Exhibit A.1** entitled “Additional Service Request” attached hereto and incorporated herein. Except as otherwise specified in this Agreement, Consultant shall furnish all technical, legal and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the Services at Consultant’s sole risk and expense.

- B. Consultant shall be responsible for the quality, technical accuracy, and coordination of Services furnished by it under this Agreement. Consultant will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same or similar services in the region. Consultant shall be solely responsible to District for the performance of Consultant, and any of its employees, agents, subcontractors, subconsultants, or suppliers, that provide any Services or work under this Agreement.

**2. TERM OF AGREEMENT**

This agreement shall be deemed to have commenced on February 4, 2022 (“Effective Date”), being the date of execution of the original agreement, provided in **Exhibit D**. Consultant shall provide the Services commencing upon the Effective Date and shall complete the Services by December 31, 2024. Any extension shall be by amendment.

**3. CONSULTANT COMPENSATION**

- A. Consultant shall bill District on a monthly basis for any Services provided by Consultant during the preceding month, pursuant to the rates set forth in **Exhibit B**, entitled “Professional Fee,” and dated January 24, 2022, attached hereto and incorporated herein. In no event shall the amount of this Agreement exceed **\$239,685**. Any increase of this not-to-exceed amount shall be by amendment.
- B. Consultant may begin Services prior to the execution and the Effective Date of this Agreement solely at its own risk, with the understanding that District may elect in its sole and absolute discretion whether or not to compensate Consultant for any Services so provided.

**4. GUARANTEED MAXIMUM COSTS**

- A. District’s obligation hereunder shall not at any time exceed the amount of this Agreement as stated herein. Any increase of the not-to-exceed amount shall be by amendment.
- B. Officers and employees of District are not authorized to request, and District is not required to reimburse Consultant for, commodities or services beyond the agreed upon scope of Services unless the changed scope is authorized by amendment.
- C. Officers and employees of District are not authorized to offer or promise, nor is District required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is authorized without an amendment authorizing additional funding.

**5. PAYMENT; INVOICE FORMAT**

- A. Invoices furnished by Consultant under this Agreement must be in a form acceptable to the District Manager or designee.

- B. Payment shall be made by District to Consultant at the address specified in the Section entitled "Notices to the Parties."
- C. District may withhold payment in any instance in which Consultant has failed or refused to satisfy any material obligation provided for under this Agreement.
- D. Payment by District typically will be made within thirty (30) days of the date of receipt of Consultant's invoice by District. However, in no event shall District be liable for interest or late charges for any late payments.

**6. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

The granting of any payment by District, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by District and in such case must be replaced by Consultant without delay. This Section shall survive termination of this Agreement.

**7. GRANT REQUIREMENTS**

Consultant agrees to be bound by the terms and conditions of the document entitled "FEMA Requirements," attached hereto as **Exhibit C** and fully incorporated herein. The provisions under Exhibit C apply to all related subcontracts. This Section shall survive termination of this Agreement.

**8. DISALLOWANCE**

If Consultant claims or receives payment from District for a service, reimbursement for which is later disallowed by the State of California or United States Government, Consultant shall promptly refund the disallowed amount to District upon District's request. At its option, District may offset the amount disallowed from any payment due or to become due to Consultant under this Agreement or any other Agreement. This Section shall survive termination of this Agreement.

**9. QUALIFIED PERSONNEL**

Services and work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Consultant, except as may be allowed pursuant to the Section of this Agreement entitled "Subcontracting." Consultant will comply with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, must be supervised by Consultant. Consultant shall commit adequate resources to complete the project within the project schedule specified in this Agreement.



**10. SUBCONTRACTING**

- A. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by District in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.
- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between District and any subcontractors or subconsultant, and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to District for the acts and omissions of its subcontractors or subconsultants 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 Consultant. Consultant's obligation to pay its subcontractors or subconsultants is an independent obligation from District's obligation to make payments to Consultant.
- C. Any subcontract entered into as a result of this Agreement, shall contain all the applicable grant requirements (see Exhibit C hereto) and provisions stipulated in this Agreement to be applicable to subcontractors or subconsultants.
- D. Any substitution of subcontractors or subconsultants must be approved in writing by District advance of assigning work to a substitute subcontractor or subconsultant.

**11. PROMPT PROGRESS PAYMENT TO SUBCONSULTANTS**

A prime consultant shall pay to any subcontractor or subconsultant not later than seven days of receipt of each progress payment by District, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subconsultants. The 7-day period is applicable unless a longer period is agreed to in writing. Prime consultants are prohibited from holding retainage from subcontractors or subconsultants. Any violation of Section 7108.5 shall subject the violating consultant to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant in the event of a dispute involving a late payment or nonpayment, deficient subconsultant or subcontractor performance, and/or noncompliance by a subconsultant or subcontractor.

**12. PROPRIETARY OR CONFIDENTIAL INFORMATION OF DISTRICT**

Consultant understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such

information as a reasonably prudent contractor would use to protect its own proprietary data. Nothing furnished to Consultant that is otherwise generally known to the public or is of public record shall be deemed confidential under this Section. This Section shall survive termination of this Agreement.

**13. OWNERSHIP OF RESULTS**

Any interest of Consultant or its subcontractors or subconsultants, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Consultant or its subcontractors or subconsultants in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to District. However, Consultant may retain and use copies for reference and as documentation of its experience and capabilities. This Section shall survive termination of this Agreement.

**14. WORKS FOR HIRE**

If, in connection with services performed under this Agreement, Consultant or its subcontractors or subconsultants create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. If it is ever determined that any works created by Consultant or its subcontractors or subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns all copyrights to such works to District, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of District, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities. This Section shall survive termination of this Agreement.

**15. INSURANCE REQUIREMENTS**

A. Without in any way limiting Consultant's liability pursuant to the Section of this Agreement entitled "Hold Harmless/Indemnification," Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
2. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident; and
3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

4. Professional Liability Insurance with limits not less than \$2,000,000 per claim. Subconsultants or subcontractors providing professional services under this Agreement, if any, shall be added to Consultant's policy as additional insured, or shall provide evidence of their own professional liability insurance which is acceptable to District.
  5. Commercial General Liability and Business Automobile Liability insurance policies must provide the following:
    - (a) Name as Additional Insured the District, its Officers, Agents, and Employees; and
    - (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- B. All policies required by this Agreement shall provide thirty days' advance written notice to District of cancellation at the address specified in the Section of this Agreement entitled "Notices to the Parties."
- C. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- E. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- F. Prior to commencement of any work or Services under this Agreement, Consultant, shall, at its sole cost and expense, furnish to District certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon District's request.

- G. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder. This subsection shall survive termination of this Agreement.

**16. RESPONSIBILITY FOR EQUIPMENT**

District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees or agents, even though such equipment be furnished, rented or loaned to Consultant by District. This Section shall survive termination of this Agreement.

**17. CORRECTION OF SERVICES**

District may elect in its sole and absolute discretion, to give Consultant the opportunity to correct any incomplete, inaccurate or defective Services, and Consultant hereby agrees, if given such opportunity pursuant District's election under this Section, to correct such Services at no further cost to District, when such defects are due to the negligence, errors or omissions of Consultant. This Section shall survive termination of this Agreement.

**18. HOLD HARMLESS/INDEMNIFICATION**

- A. Consultant shall indemnify and hold harmless District and its officers, agents and employees from any and all loss, damage, injury, liability, damages, judgments, claims of any and every kind resulting directly or indirectly from Consultant's performance of this Agreement, including, but not limited to, the use of Consultant's facilities or equipment provided by District or others, regardless of whether liability without fault is imposed or sought to be imposed on District, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of District and is not contributed to by any act or omission of Consultant, its subcontractors or subconsultants or their agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs.
- B. Consultant shall indemnify and hold District harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by District, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.
- C. This Section 18 shall survive termination of this Agreement.

**19. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Consultant shall be responsible for incidental and consequential damages resulting in whole or in part from Consultant's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that District may have under applicable law. This Section shall survive termination of this Agreement.

**20. LIABILITY OF DISTRICT**

District's payment obligations under this Agreement shall be limited to the payment of the compensation provided for in the Section of this Agreement entitled "Consultant Compensation." Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or Services performed in connection with this Agreement. This Section shall survive termination of this Agreement.

**21. DEFAULT; REMEDIES**

A. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

1. Consultant fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 7 ("Grant Requirements"), 9 ("Qualified Personnel"), 10 ("Subcontracting"), 12 ("Proprietary or Confidential Information of District"), 15 ("Insurance Requirements"), 17 ("Correction of Services"), 27 ("Compliance with Laws"), 28 ("Fair Employment"), 29 ("Compliance with Americans with Disabilities Act"), 30 ("Drug Free Workplace"), 31 ("Submitting False Claims; Monetary Penalties"), or 38 ("Assignment").
2. Consultant fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from District to Consultant.
3. Consultant (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property or (v) takes action for the purpose of any of the foregoing.
4. A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Consultant.

B. On and after any Event of Default, District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this

Agreement or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Consultant any Event of Default; Consultant shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Consultant under this Agreement or any other agreement between District and Consultant all damages, losses, costs or expenses incurred by District as a result of such Event of Default and any liquidated damages due from Consultant pursuant to the terms of this Agreement or any other agreement. This subsection shall survive termination of this Agreement.

- C. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. This subsection shall survive termination of this Agreement.

## **22. EARLY TERMINATION FOR CONVENIENCE**

- A. District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. District shall exercise this option by giving Consultant written notice of termination. The notice shall specify the date on which termination shall become effective.
- B. Upon receipt of the notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Agreement on the date specified by District and to minimize the liability of Consultant and District to third parties as a result of termination. All such actions shall be subject to the prior approval of District. Such actions shall include, without limitation:
  - 1. Halting the performance of all Services and other work under this Agreement on the date(s) and in the manner specified by District.
  - 2. Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - 3. Terminating all existing orders and subcontracts.
  - 4. At District's direction, assigning to District any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - 5. Subject to District's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

6. Completing performance of any Services or work that District designates to be completed prior to the date of termination specified by District.
  7. Taking such action as may be necessary, or as District may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Consultant and in which District has or may acquire an interest.
- C. Within 30 days after the specified termination date, Consultant shall submit to District an invoice, which shall set forth each of the following as a separate line item:
1. The reasonable cost to Consultant, without profit, for all Services and other work District directed Consultant to perform prior to the specified termination date, for which Services or work District has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Consultant's direct costs for Services or other work. Any overhead allowance shall be separately itemized.
  2. A reasonable allowance for profit on the cost of the Services and other work described in the immediately preceding subsection, provided that Consultant can establish, to the satisfaction of District, that Consultant would have made a profit had all Services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
  3. The reasonable cost to Consultant of handling material or equipment returned to the vendor, delivered to District or otherwise disposed of as directed by District.
  4. A deduction for the cost of materials to be retained by Consultant, amounts realized from the sale of materials and not otherwise recovered by or credited to District, and any other appropriate credits to District against the cost of the Services or other work.
- D. In no event shall District be liable for costs incurred by Consultant or any of its subcontractors or subconsultants after the termination date specified by District, except for those costs specifically enumerated and described in the immediately preceding subsection. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection.
- E. In arriving at the amount due to Consultant under this Section 22, District may deduct: (1) all payments previously made by District for work or other Services covered by Consultant's final invoice; (2) any claim which District may have against

Consultant in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection; and (4) in instances in which, in the opinion of District, the cost of any Service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services or other work, the difference between the invoiced amount and District's estimate of the reasonable cost of performing the invoiced Services or other work in compliance with the requirements of this Agreement.

- F. District's payment obligation under this Section 22 shall survive termination of this Agreement.

**23. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION**

Upon any termination of this Agreement prior to expiration of the term specified in Section 2 (entitled "Term of Agreement") this Agreement shall terminate and be of no further force or effect except as otherwise expressly provided herein. Consultant shall transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to District. This Section shall survive termination of this Agreement.

**24. LIQUIDATED DAMAGES**

[Intentionally omitted.]

**25. AUDIT AND INSPECTION OF RECORDS OF CONSULTANT**

Consultant agrees to maintain and make available to District, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Consultant will permit District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon District by this Section. This Section shall survive termination of this Agreement.

**26. CONFLICT OF INTEREST**

Consultant acknowledges that it is familiar with the provisions of §87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.



**27. COMPLIANCE WITH LAWS**

Consultant shall keep itself fully informed of all local laws and regulations applicable to District, and of all state, and federal laws in any manner affecting the performance of this Agreement, Consultant must at all times comply with such local laws and regulations and all applicable state and federal laws as they may be amended from time to time.

**28. FAIR EMPLOYMENT**

During the performance of the Agreement, Consultant shall not discriminate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or any other category or characteristic protected by law. Consultant confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation; and that it maintains no employee facilities segregated on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and any other category or characteristic protected by law. Consultant further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Agreement.

**29. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against, or fail to make reasonable accommodation of any person covered by the ADA, or fail to comply with any provision of the ADA in the course of its performance of its obligations under the Agreement, or in any way connected with District. Consultant shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Consultant's violation or alleged violation of the ADA in the course of performance of its obligations under the Agreement, or in any way connected to District. Consultant further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Agreement.

**30. DRUG FREE WORKPLACE**

Consultant acknowledges that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District premises. Consultant

agrees that any violation of this prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Agreement.

**31. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

Pursuant to California Government Code Sections 12650 et seq., any contractor, subcontractor or consultant who submits a false claim shall be liable to District for three times the amount of damages that District sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to District for a civil penalty for up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to District if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of District, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by District; (c) conspires to defraud District by getting a false claim allowed or paid by District; (d) has possession, custody, or control of public property or money used or to be used by District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by District and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to District; (g) is a beneficiary of an inadvertent submission of a false claim to District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to District within a reasonable time after discovery of the false claim. This Section shall survive termination of this Agreement.

**32. FORCE MAJEURE**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant, within ten (10) days of the commencement of such condition, notifies the District Manager who shall thereupon ascertain the facts and extent of any necessary delay, and may extend the time for performing Services. The District Manager's determination shall be final and conclusive upon the Parties to this Agreement.

**33. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the Parties in connection with the subject matter hereof, and supersedes any and all other oral or written communications or provisions. This contract may be modified or amended only as provided in the Section directly below, entitled "Amendments." This Section shall survive termination of this Agreement.

**34. AMENDMENTS**

It is mutually understood and agreed that this Agreement may not be amended or modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. This Section shall survive termination of this Agreement.

**35. NON-WAIVER**

The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter. This Section shall survive termination of this Agreement.

**36. NO AGENCY**

Consultant shall not have authority, expressed or implied, to act on behalf of District as an agent, or to bind District to any obligations whatsoever, unless specifically authorized in writing by the District Manager. This Section shall survive termination of this Agreement.

**37. CONSULTANT IS AN INDEPENDENT CONTRACTOR**

- A. Consultant or any agent or employee of Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by District under this Agreement. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between District and Consultant or any agent or employee of Consultant.
- B. Any terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Consultant performs Services or work under this Agreement.
- C. This Section 37 shall survive termination of this Agreement.

**38. ASSIGNMENT**

The Services to be performed by Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Consultant unless first approved by District by written instrument executed and approved in the same manner as this Agreement. This Section shall survive termination of this Agreement.

**39. CONSTRUCTION**

All section headings are for reference only and shall not be considered in construing this Agreement. No provision of this Agreement shall be construed against any Party hereto by reason of such Party's being deemed to have drafted such provisions. This Section shall survive termination of this Agreement.

**40. SEVERABILITY**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable. This Section shall survive termination of this Agreement.

**41. NOTICE TO THE PARTIES**

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties shall be sent via email with a copy by U.S. mail or by express overnight courier with tracking, addressed as follows:

To District:

Brian Frus  
Interim General Manager  
San Lorenzo Valley Water District  
13060 Highway 9  
Boulder Creek, CA 95006  
Email: [bfrus@slvwd.com](mailto:bfrus@slvwd.com)

To Consultant:

Chad Browning  
Associate Principal  
Sandis Civil Engineers Surveyors Planners  
1700 S Winchester Blvd Ste. 200  
Campbell, CA 95008  
Email: [CBrowning@sandis.net](mailto:CBrowning@sandis.net)

Any notice of default must be sent by email with a copy by registered mail or by express overnight courier with tracking.

**42. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's

General Manager, who shall decide the true meaning and intent of the Agreement. This Section shall survive termination of this Agreement.

**43. DISPUTE RESOLUTION**

- A. District may elect in its sole and absolute discretion to submit any controversies between Consultant and District regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, to non-binding mediation, within thirty (30) days after notice of a mediation request is given by one Party to the other Party.
- B. The Parties may agree on one mediator. If the Parties cannot agree on one mediator, the Party requesting mediation may request that the Superior Court, State of California, County of Santa Cruz appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of such mediation shall be borne by the Parties equally.
- D. Mediation under this Section 43, if elected by District, is a condition precedent to filing an action in any court.
- E. This Section 43 shall survive termination of this Agreement.

**44. ATTORNEY FEES**

In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof, the Party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party. This Section shall survive termination of this Agreement.

**45. VENUE**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be exclusively in the state courts of the State of California, County of Santa Cruz, or if jurisdiction is exclusively federal, in the United States District Court, Northern District of California, San Jose. This Section shall survive termination of this Agreement.

**46. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

San Lorenzo Valley Water District

Contract No. 21/22-17

47. **AUTHORITY**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and District.

[Signatures on Following Page(s)]

San Lorenzo Valley Water District

Contract No. 21/22-17

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above, as evidenced by the signatures of their duly authorized representatives set forth below.

**SAN LORENZO VALLEY WATER DISTRICT    SANDIS CIVIL ENGINEERS SURVEYORS  
PLANNERS**

\_\_\_\_\_  
Brian Frus  
Interim General Manager  
San Lorenzo Valley Water District

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Holly Hossack  
District Secretary  
San Lorenzo Valley Water District

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, ZIP

APPROVED AS TO FORM:

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
License Number(s) (if applicable)

\_\_\_\_\_  
Barbara Brenner  
District Counsel  
White Brenner LLP

## **Exhibit A**

### **Scope of Services**

#### **Scope of Services – Construction Management Services for the Alta Via Pipeline Replacement Project**

#### **I. PROJECT SCOPE OF SERVICES**

The Consultant shall provide overall project management. The Consultant shall assume at least one meeting each month with District management staff during the construction portion of the project and additional meetings to review project status at key milestones. Meetings will be held at the District's main office.

The Consultant shall provide internal quality control and quality assurance procedures.

##### **A. Construction Management Services**

1. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents.
2. Review, approve and monitor traffic control plans.
3. Coordinate the submittal process by transmitting to the appropriate design professional for compliance with construction documents. Develop and maintain files of approved submittals.
4. Establish and hold weekly progress and coordination meetings with SLVWD and the Contractor at the site during active on-site construction phase. Prepare the agenda and summary notes for weekly meetings and review the Contractor's schedule. Monitor Contractor's compliance with submitted schedule. Request new schedules as they become outdated due to changes. Summarize project progress and include the status of change orders, of contract days remaining, work completed, adherence to schedule, and work in progress.
5. Visit the site each working day during the active on-site construction phase as necessary to observe the work and document compliance with the plans and specifications. Confirm that materials and installation methods used are those specified in approved submittals or the contract documents. Photographically document the progress of the work daily. Review traffic control. Prepare daily site observation logs that document progress of work performed, labor and equipment on site, and communications with the Contractor.
6. Review Contractor's progress payment requests and provide recommendations regarding payment in accordance with the work complete and the contract documents.
7. Assist with Contractor coordination with the utility companies, PG&E, Comcast, AT&T, Verizon, Sprint, etc.
8. If a change order request is presented by the Contractor, Consultant shall review the request, communicate with SLVWD, the Contractor, and any involved



- inspection/testing sub-consultants, and provide a recommendation to the District. Consultant shall maintain current records and documentation for all change orders, along with changes in contract days and contract dollar amount.
9. Review test reports and notify the District and the Contractor regarding reports indicating non-conforming items. Coordinate with the Contractor and the special testing and inspection sub-consultants, to resolve variations in the work from that specified in the construction documents.
  10. Prepare a final punch list of items not yet satisfactorily completed and visit the project site to verify completion of those items.
  11. Obtain letters of final acceptance from the associated design professionals summarizing their observations and conformance with the project plans and specifications.
  12. Obtain record drawings from the associated design professionals based on Contractor's as-built drawings, site observation logs, and RFI logs for District records.
  13. Review construction for adherence with the project plans and specifications.

**B. Construction Management - Subconsultants**

1. Assemble, coordinate and manage a team of sub-consultants responsible for the completion of specialized tasks including, but not limited to, the following:
  - a) Asphalt testing/inspection,
  - b) Labor compliance monitoring

San Lorenzo Valley Water District

Contract No. 21/22-17

**Exhibit A.1**

**Additional Services Request**

[See Following Page(s)]

San Lorenzo Valley Water District

Contract No. 21/22-17

**Exhibit B**

**Consultant Compensation**

[See Following Page(s)]

**Exhibit C**

**FEMA Requirements**

1. Compliance with Federal Law, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund a portion of the contract costs. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
2. No Obligation by Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to District, Consultant, or any other party pertaining to any matter resulting from this Agreement.
3. Program Fraud and False or Fraudulent Statements or Related Acts. Consultant acknowledges that 31 USC 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.
4. DHS Seal, Logo and Flags. Consultant shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
5. Federal Access to Records. This requirement applies to all contracts awarded by the District under a FEMA grant. Consultant agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant further agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Consultant further agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the Services or work being completed under the Agreement. In compliance with the Disaster Recovery Act of 2018, District and Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
6. Changes clause. This requirement applies to all contracts awarded by the District under a FEMA grant. The cost of any change, modification, change order, or constructive change to the Agreement must be allowable, allocable, and reasonable for the completion of project scope. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of individual cost items. The Parties acknowledge that Section 34 of the Agreement, entitled "Amendments," provides that the Agreement cannot be modified or amended (including without limitation the Agreement's compensation provisions) except by written instrument executed and approved in the same manner as the Agreement.

**Signature or Initial by Consultant's Authorized Official: \_\_\_\_\_**

7. Remedies. This requirement applies to all contracts awarded by the District exceeding \$250,000 under a FEMA grant. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for appropriate sanctions and penalties under 2 CFR, Part 200, Appendix II, A. The Parties acknowledge that Section 21 of the Agreement, entitled "Default; Remedies," addresses such remedies and provides for appropriate sanctions and penalties.
8. Termination for Cause or Convenience. This requirement applies to all contracts awarded by the District exceeding \$10,000 under a FEMA grant. All contracts exceeding \$10,000 must address termination for cause and for convenience by District, including how it will be affected and the basis for settlement. The Parties acknowledge that Sections 22 and 23 of the Agreement, respectively entitled "Early Termination for Convenience" and "Rights and Duties Upon Termination or Expiration," address termination for cause and for convenience, including how it will be affected and the basis for settlement.
9. Equal Employment Opportunity. This requirement applies to all contracts awarded by the District under a FEMA grant. The Parties agree that Sections 28 and 29 of this Agreement respectively entitled "Fair Employment" and "Americans with Disabilities Act," shall be supplemented as follows:

During the performance of this Agreement, Consultant agrees as follows:

- a. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

**Signature or Initial by Consultant's Authorized Official:** \_\_\_\_\_

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- d. Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Consultant will include the portion of the sentence immediately preceding subsection (a) and the provisions of subsections (a) through (g) in every subcontract or purchase order issued under this Agreement, if any, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor, sub-subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**Signature or Initial by Consultant's Authorized Official: \_\_\_\_\_**

*Provided, however,* that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor, sub-subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- i. District agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. District further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. District further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, District agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to District under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. Contract Work Hours and Safety Standards Act. This requirement applies to all contracts awarded by District exceeding \$100,000 under a FEMA grant that involve the employment of mechanics or laborers. It is applicable to construction work.

*[Intentionally omitted based on District's determination that the Agreement will not involve employment of mechanics or laborers.]*

11. Safeguarding of Sensitive Information. This requirement applies to all contracts awarded by District under a FEMA grant, where the contract or solicitation poses a high-risk for unauthorized disclosure of sensitive information and a contractor will have/has access to sensitive information or (2) contractor IT systems are used to input, store, process, output, and/or transmit sensitive information. "Sensitive Information" is defined in Homeland Security Acquisition Regulation clause 3052 204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552a

**Signature or Initial by Consultant's Authorized Official: \_\_\_\_\_**

(the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy.

*[Intentionally omitted based on District's determination that the solicitation and Agreement do not pose a high risk for unauthorized disclosure of sensitive information.]*

12. Clean Air Act. This requirement applies to all contracts awarded by the District exceeding \$150,000 under a FEMA grant.
  - a. Consultant will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - b. Consultant agrees to report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
  - c. Consultant agrees to include these requirements in each subcontract exceeding \$150,000, if any, financed in whole or in part with federal assistance provided by FEMA.
  
13. Federal Water Pollution Control Act. This requirement applies to all contracts awarded by the District exceeding \$150,000 under a FEMA grant.
  - a. Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - b. Consultant agrees to report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
  - c. Consultant agrees to include these requirements in each subcontract exceeding \$150,000, if any, financed in whole or in part with federal assistance provided by FEMA.
  
14. Debarment and Suspension. This requirement applies to all contracts awarded by the District exceeding \$25,000 under a FEMA grant and any contract requiring approval of FEMA, regardless of amount.
  - a. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such, Consultant is required to verify that none of Consultant's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR

**Signature or Initial by Consultant's Authorized Official: \_\_\_\_\_**



San Lorenzo Valley Water District

Contract No. 21/22-17

180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

- b. Consultant must comply with 2 CFR 180, subpart C and 2 CFR 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by District. If it is later determined that Consultant did not comply with 2 CFR 180, subpart C and 2 CFR 3000, subpart C, in addition to remedies available to District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. Consultant agrees to comply with these requirements while its proposal is valid and throughout the period of the Agreement and further agrees to include a provision requiring such compliance in its lower tier covered transactions.
15. Byrd Anti-Lobbying Amendment Clause. Any contractors including Consultant who apply for or bid for an award of \$100,000 or more are required to file the certification set forth in Section 16 directly below. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier also is required to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
16. Byrd Anti-Lobbying Amendment Certification. The undersigned on behalf of Consultant certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. Consultant shall require that the language of this certification be included in all subcontracts and sub-subcontracts and that all subrecipients shall certify and disclose accordingly.
  - c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

**Signature or Initial by Consultant's Authorized Official: \_\_\_\_\_**

imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. By executing this Certification, Consultant Sandis Civil Engineers Surveyors Planners, a California corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

Date: \_\_\_\_\_, 2022

- 17. Procurement of Recovered Materials. This requirement applies to all contracts awarded by District under a FEMA grant.

- a. In the performance of this Agreement, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 18. Disadvantaged Business Enterprise. The Agreement is subject to 2 CFR 200.321. Affirmative steps must be taken to assure that minority businesses, women's business

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enterprises, and labor surplus area firms are used when possible. If any subcontracts will be let, Consultant's affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; and
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; and
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. If sub-subcontracts are to be let, Consultant must require the subconsultant or subcontractor to take the affirmative steps listed in subsections (a) through (e) of this Section.

END

**Signature or Initial by Consultant's Authorized Official: \_\_\_\_\_**

San Lorenzo Valley Water District

Contract No. 21/22-17

**Exhibit D**

**Agreement for Professional Services**

**Executed February 4, 2022**

**(Duplicate exhibits not shown)**

[See Following Page(s)]



**BOARD OF DIRECTORS  
SAN LORENZO VALLEY WATER  
DISTRICT  
REGULAR MEETING  
MINUTES  
JANUARY 4, 2024**

**Thursday, January 4, 2024, at 5:34 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, CA, and via videoconference and teleconference.

**1. Convene Meeting  
Roll Call**

Board Members Present:

Jeff Hill, President  
Jayme Ackemann, Vice President (arrived 5:35 p.m.)  
Bob Fultz, Director  
Gail Mahood, Director  
Mark Smolley, Director

Staff Present:

Brian Frus, Interim General Manager  
Barbara Brenner, District Counsel\*  
Holly Hossack, District Secretary  
Scott Mattoch, Network Specialist

\*attended remotely

- 2. Changes to Closed Session Agenda: None**
- 3. Oral Communications Regarding Items in Closed Session: None**
- 4. Adjournment to Closed Session: 5:35 p.m.**
- 5. Re-Convene Meeting 6:30 p.m.  
Roll Call**

Board Members Present:

Jeff Hill, President  
Jayme Ackemann, Vice President  
Bob Fultz, Director  
Gail Mahood, Director  
Mark Smolley, Director

Staff Present:

Brian Frus, Interim General Manager  
Barbara Brenner, District Counsel\*

Holly Hossack, District Secretary  
Scott Mattoch, Network Specialist  
Garrett Roffe, District Engineer  
Heather Ippoliti, Interim Director of Finance

6. **Report of Actions Taken in Closed Session:** None
7. **Changes to the Agenda:** None
8. **Oral Communications:**  
E. Downs, Felton, addressed the Board.  
E. Fresco addressed the Board.  
J. Mosher addressed the Board.
9. **Unfinished Business:** None
10. **New Business:**
  - a. **COMPREHENSIVE FINANCIAL REPORT FISCAL YEAR 2022-23**  
H. Ippoliti introduced this item and introduced J. Abadesco, Fedak & Brown, presenter/consultant.

Discussion by the Board regarding:

- Typo on page 10 Environment Impact on District not City, and Boulder Creek Fire s/b CZU Fire
- Inaccuracies in the report, storms of 2022/23 s/b included, elected Board members, one president
- SMGWA - listed as an investment, considered an investment by accounting practices
- CAFRA Audits
- Clean Opinion
- Investment Income - Fair Market Value Adjustment
- Better off this year compared to last
- Pension liabilities - bear market investment loss
- Net Position includes assessment reserve funds
- Population numbers
- Water produced and sold - 38% loss
- Water Audit

A motion was made and seconded to accept the audit report with the following changes: the reference under conditions affecting financial position to Boulder Creek Fire be changed to CZU Fire, and an additional item referring to the approximately \$5 million in damages caused by the winter storms of 2022-23 as an additional item under that.

The motion passed unanimously.

b. ALTA VIA PIPELINE REPLACEMENT PROJECT - CONTRACT CHANGE ORDERS

G. Roffe introduced and explained this item.

Board Discussion regarding:

- Culvert repair and temporary bridge are at the retaining wall-not a permanent solution
- Retaining wall will be coming back at a later date
- Rather than go to bid the Alta Via line was abandoned as part of the project
- Price is from the contractor
- CalTrans viaduct separate for accounting
- Not the emergency work opposite end of work
- Excluding permits & contracts
- How long will this bridge work
- Reimbursable by FEMA

A motion was made and seconded to approve contract change orders 5, 7, and 8 for payment to Anderson Pacific Construction for the Alta Via Pipeline Replacement Project in the sum of \$333,851, increasing the not to exceed contract from \$2,201,213 to \$2,535,064.

The motion passed unanimously.

c. BOARD COMMITTEE ASSIGNMENTS FOR 2024

Pres. Hill introduced and explained this item.

Discussion by the Board regarding:

- Brown Act violation for response to President
- Rotation of the Committee assignments

A motion was made and seconded to appoint Directors Ackemann and Fultz as the Board representatives on the Administration Committee and the committee size to be set at 3, that Directors Mahood and Hill be appointed to Budget & Finance Committee and that committee size be set to 4, and that Engineering and Environmental Committee be Smolley and Hill and the size to be set to 4. The representatives of the Santa Margarita Groundwater Agency are Directors Mahood and Smolley with Director Ackemann as the alternate.

The motion passed unanimously.

11. **Consent Agenda:**

- c. LONG SERVICE LINE AGREEMENTS
- d. MULTIPLE USER VARIANCE 2024
- e. BOARD MEETING MINUTES 11.2.23
- f. BOARD SPECIAL MEETING MINUTES 11.8.23
- g. BOARD MEETING MINUTES 11.16.23

A motion was made and seconded to accept the items 11c - 11g on the Consent Agenda.

The motion passed unanimously.

Pulled from the Consent Agenda:

a. REDWOOD PARK PIPELINE REPLACEMENT PROJECT-  
CONSTRUCTION CHANGE ORDERS

Discussion by the Board regarding:

- Cost of the 3 Service connections.

A motion was made and seconded for the Board to approve contract changes #1 & #2 for payment to Casey Construction for the Redwood Park Pipeline Replacement project in the sum of \$63,900, increasing the not to exceed contract amount from \$547,602 to \$610,501.

The motion passed unanimously.

b. FALL CREEK FISH LADDER REHABILITATION PROJECT-  
CONSTRUCTION CHANGE ORDERS

Discussion by the Board regarding:

- Change orders negotiated
- Purchasing Policy
- Future overages

A motion was made and seconded to approve Contract Change Orders 1, 2, 3, 4, and 5 for payment to Syblon Reid Construction Inc. for the Fall Creek Fish Ladder Rehabilitation project in the sum of \$123,627, increasing the not to exceed contract amount from \$2,365,720 to \$2,489,347.

The motion passed unanimously.

12. **District Reports:** Change to quarterly department status reports.

13. **Written Communication:**

- Email sent to the Board of Directors from Big Basin Public Water Initiative 12.15.23 with Letter from Big Basin Water customers  
The Board has previously made a decision on this item. Staff will respond to the letter with the consultation of District Counsel.

14. **Informational Material:**

- Public Committee Members 2024

15. **Adjournment:** 8:11 p.m.

Minutes approved: \_\_\_\_\_

Holly B. Hossack, District Secretary: \_\_\_\_\_





**BOARD OF DIRECTORS  
SAN LORENZO VALLEY WATER  
DISTRICT  
REGULAR MEETING  
MINUTES  
JANUARY 18, 2024**

**Thursday, January 18, 2024, at 6:30 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, and via videoconference and teleconference.

**1. Convene Meeting  
Roll Call**

Board Members Present:

Jeff Hill, President  
Jayme Ackemann, Vice President  
Bob Fultz, Director  
Gail Mahood, Director  
Mark Smolley, Director

Staff Present:

Brian Frus, Interim General Manager  
Barbara Brenner, District Counsel\*  
Heather Ippoliti, Acting Dir. of Finance\*  
Carly Blanchard, Environmental Programs Manager, Admin Analyst  
Garett Roffe, District Engineer  
Holly Hossack, District Secretary  
Scott Mattoch, Network Specialist

\*Attended remotely

**2. Changes to the Agenda: None**

**3. Oral Communications: None**

**4. Unfinished Business:**

a. LOW INCOME RATE ASSISTANCE PROGRAM  
H. Ippoliti introduced and explained this item.

Discussion by the Board regarding:

- Budget to cover the increase in the proposed change
- Would a \$25 increase effect the budget/additional customers
- Change of qualifying for the program
- Should be handled by the State
- Not a meaningful difference

- Better than nothing

A motion was made and seconded to for the Board to approve increasing the amount of the low-income discount provided by the Rate Assistance Program to \$20 per month (up to \$240 annually) effective March 1, 2024, assuming the adoption of the rate increase in February 2024.

The motion passed with a vote of 4 board members in favor and Dir. Fultz voting no.

- b. DISCRIMINATION, HARASSMENT, AND RETALIATION POLICY  
B. Frus introduced and explained this item. B. Brenner asked that the phrase “with malice” be removed from page 18.

Discussion by the Board regarding:

- Add Board Committees to the same sentence from page 18
- Confusing language
- Respectful Workplace replacement (Gov. Code 12940)
- Requirements may change
- This is the SLVWD policy and the Board can set their own standards
- Clarifying unacceptable behaviors

R. Moran, Ben Lomond addressed the Board.  
B. Holloway, Boulder Creek, addressed the Board.

Discussion by the Board:

- Civil litigation is a possibility
- This policy does not encourage litigation
- Board will not indemnify an individual/behavior has consequences
- Policy not indicating a specific person

A motion was made and seconded to for the Board to adopt the attached Resolution the re-adopts the District’s Discrimination Harassment, and Retaliation Prevention Policy for 2024 and subsequent years.

The motion passed unanimously.

5. **New Business:**

- a. INTERGRATED REGIONAL WATER MANAGEMENT 2024  
MEMORANDUM OF AGREEMENT EXECUTION AND GRANT AWARD  
ACCEPTANCE

C. Blanchard introduced and explained this item.

Discussion by the Board regarding:

- \$305K matching grant in budget

- Great job on getting another grant

B. Holloway, Boulder Creek, addressed the Board.

Motions were made and seconded by the Board to

- Authorize and direct the Interim General Manager to execute the 2024 Memorandum of Agreement with the IRWM on behalf of the District;
- Authorize and direct the Interim General Manager to execute the Local Project Sponsor Agreement to accept the awarded funding with the IRWM on behalf of the District.

Motions passed unanimously.

6. **Consent Agenda:**

- a. BOARD OF DIRECTORS MEETING MINUTES 12.7.23
- b. GRANT RESOLUTION UPDATES (2 resolutions)

The Consent Agenda was approved unanimously.

7. **District Reports:**

DEPARTMENT STATUS REPORTS

Discussion by the Board regarding:

- Felton Heights Tank
- Fish Ladder
- Compensation Study
- Bracken Brae - Phase II
- Loch Lomond feasibility
- EIR - Conjunctive Use

B. Frus introduced and explained his report

B. Holloway, Boulder Creek, addressed the Board.

Discussion by the Board regarding:

- Peaking calculations
- Prioritization of the CIP
- Bracken Brae and Forest Springs grant or FEMA
- Big Basin Water Company filling station
- 

8. **Written Communication:**

- Letter to the Board-D. Loewen 1.11.24

9. **Informational Material:**

- Letter to Big Basin Water Company - response to letter dated 12.15.23

10. **Adjournment: 7:45 p.m.**

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Minutes Approved

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Holly B. Hossack, District Secretary



**BOARD OF DIRECTORS  
SAN LORENZO VALLEY WATER  
DISTRICT  
REGULAR MEETING  
MINUTES  
FEBRUARY 1, 2024**

**Thursday, February 1, 2024, at 6:30 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, and via videoconference and teleconference.

**1. Convene Meeting  
Roll Call**

Board Members Present:

Jeff Hill, President

Jayme Ackemann, Vice President (arrived at 6:32 p.m.)

Bob Fultz, Director

Gail Mahood, Director

Mark Smolley, Director\*\*

Staff Present:

Brian Frus, Interim General Manager

Barbara Brenner, District Counsel\*

Heather Ippoliti, Acting Dir. of Finance\*

Carly Blanchard, Environmental Programs Manager, Admin Analyst

Garett Roffe, District Engineer

Holly Hossack, District Secretary

Scott Mattoch, Network Specialist

\*Attended remotely

\*\*Attended remotely due to sickness

**2. Changes to the Agenda: None**

**3. Oral Communications:**

B. Holloway, Boulder Creek, addressed the Board.

J. O'Reilly addressed the Board.

**4. Unfinished Business:**

**a. LOMPICO CANYON EMERGENCY EVACUATION ROUTE PROJECT**  
G. Roffe introduced and explained this item.

Discussion by the Board regarding:

- Glyphosate issue in the past with the County of Santa Cruz
- How was the \$2,100 arrived at for the easement
- One road in and out of Lompico so this is needed and timely.

- The County has reviewed and approved this agreement.
- The language in the agreement was reviewed.

B. Holloway, Boulder Creek, addressed the Board.

A motion was made and seconded for the Board to direct the Interim General Manager to execute the Lompico Emergency Access Easement Agreement with the County of Santa Cruz; and

To authorize the Interim General Manager to execute non-substantive modifications to the Agreement, as necessary.

The motion passed unanimously.

5. **New Business:** None

6. **Consent Agenda:**

Pulled from the Consent Agenda:

a. ALTA VIA PIPELINE - CHANGE ORDERS

Discussion by the Board regarding:

- Change Order No. 9 - no above grade pipe

A motion was made and seconded to authorize the Interim General Manager to approve contract change orders numbers 6 and 9 for payment to Anderson Pacific Engineering and Construction, Inc. for the Alta Via Pipeline Construction Project for the sum of \$34,915 increasing the not to exceed contract of \$2,534,064 to \$2,569,979.

The motion passed unanimously.

7. **District Reports:**

GENERAL MANAGER SPECIAL REPORT

B. Frus updated the Board on the Rate Study Community Meeting held 1.20.24 at the Highlands Park Senior Center.

Discussion by the Board regarding:

- Format of the meeting
- Messaging for the meeting
- Good effort by staff
- Better communication prior to the meeting
- Availability of the report to Board members

B. Holloway, Boulder Creek, addressed the Board.

C. Dzendzel addressed the Board.

8. **Written Communication:**

- Letter to Board-Wentzel 1.20.24

B. Holloway, Boulder Creek, addressed the Board.

9. **Informational Material:** None

10. **Adjournment:** 7:08 p.m.

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Minutes Approved

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Holly B. Hossack, District Secretary



**BOARD OF DIRECTORS  
SAN LORENZO VALLEY WATER  
DISTRICT  
REGULAR MEETING  
MINUTES  
FEBRUARY 15, 2024**

**Thursday, February 15, 2024, at 6:30 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, CA, and via videoconference and teleconference

**1. Convene Meeting: 6:32 p.m.  
Roll Call**

Board Members Present:

Jeff Hill, President  
Jayme Ackemann, Vice President  
Bob Fultz, Director  
Gail Mahood, Director  
Mark Smolley, Director

Staff Present:

Brian Frus, Interim General Manager  
Barbara Brenner, District Counsel  
Heather Ippoliti, Acting Dir. of Finance\*  
Carly Blanchard, Environmental Programs Manager, Admin Analyst\*  
Garett Roffe, District Engineer  
Holly Hossack, District Secretary  
Scott Mattoch, Network Specialist

\*Attended remotely

**2. Changes to the Agenda:**  
Staff noted that there was a change to the agenda packet but not the agenda.

**3. Oral Communications:**  
D. Dietrick, Scotts Valley, K. Brown, B. Holloway, and an unidentified woman addressed the Board.

**4. Unfinished Business:**

**a. PUBLIC HEARING ON PROPOSED RATE INCREASE**

B. Frus introduced this item. H. Ippoliti explained the process for this item. T. Jurotich with Raftelis gave a PowerPoint presentation. B. Frus summarized the presentation.

Questions from the Board regarding:

- Plan or model, not a budget



- Reserves-cash or loan
- AWWA M1 meets Capistrano support of tiers
- Monthly peaking usage
- Clarification for bi-annual budget
- Financial Plan - operating and capital expenses

**Open the Public Hearing: 7:22 p.m.**

The following members of the public addressed the Board;

V. Rolfe, Boulder Creek	C. Rain, Ben Lomond
B. Karnack, Boulder Creek	M. Mandani
M. Lee, Ben Lomond	A. Benkert, Ben Lomond
J. O'Reilly	D. Dietrick, Scotts Valley
Unidentified woman	G. Galt, Boulder Creek Rec & Park
B. Fitzgerald	M. Winslow, Boulder Creek
Unidentified woman, Boulder Crk	D. Loewen, Lompico
Brian, Ben Lomond	D. Long, SLVWD
B. Holloway, Boulder Creek	N. Lentz
A. Layng, Boulder Creek	L. Farris
D. Ackemann, Ben Lomond	S. Cece

Ballots are counted by the District Secretary. The chain of custody of the ballots was described. 47 ballots were received this evening adding to the previously received ballots the total was 1,376 for water rate increase. 24 wastewater protest ballots were received in total.

**Close the Public Hearing: 8:29 p.m.**

B. Brenner, District Counsel, explained the next steps and options.

Discussion by the Board regarding:

- Percentages
- Process
- Content
- Spending
- Legal
- Future Board opportunity with election in November
- Campaigning from the dais - Brown Act Violation
- Legality & Equity
- Giving the schools and parks a better rate is not allowed
- Debt tied to specific projects
- Reserves
- Conservation is causing under collecting revenue
- Fixing mistakes from the last rate increase
- Ready to serve-turn on your tap/fire protection/staff prepared to do what needs to be done

- Balance the needs of the District and customers
- Positive changes in proposed plan
- Debt service is common for public agencies
- Reasonable plan
- The pipes were paid for 100 years ago
- Fixed costs
- Tank maintenance

A motion was made and seconded for the Board to;

1. Accept the Water and Wastewater Rate Study Final Draft Report prepared by Raftelis; and
2. Adopts a resolution approving updated water and wastewater services rates and rescinding Resolution Nos. 6 (17-18), 7 (17-18), 8 (17-18), and 12 (18-19).

Discussion by the Board regarding:

- Pandemic & CZU Fire real numbers

D. Loewen addressed the Board.

The motion passed 4 to 1 with Director Fultz voting no.

5. **New Business:**

A motion was made and seconded to table items 5a and 5b due to the late hour.

The motion passed unanimously.

- a. CHANGES TO DIRECTOR OF FINANCE AND BUSINESS SERVICES OPEN POSITION - Tabled
- b. CHANGE TO MONTHLY BOARD OF DIRECTORS MEETINGS - Tabled
- c. COMPENSATION STUDY - PROFESSIONAL SERVICES AGREEMENT  
B. Frus introduced and explained this item.

A motion was made and seconded that the Board:

1. Directs the Interim General Manager to enter into an agreement with Gallagher Benefit Services, Inc. for an amount not to exceed \$37,000 to perform a Compensation Study with a \$3,000 contingency; and
2. Authorizes the Interim General Manager to execute extensions and/or non-substantive modifications to the Agreement, as necessary.

Discussion by the Board regarding:

- The company chosen was by far the best
- Inclusion of changes
- Long history of many clients like SLVWD
- Valid for 90 days
- References not checked
- Interviews held
- All proposals or summary table included
- This will put us on a path to more operating expenses
- Market evaluation

An unidentified man addressed the Board.

B. Beasley, SLVWD, addressed the Board.

L. Farris addressed the Board.

The motion passed 4 to 1 with Director Fultz voting no.

6. **Consent Agenda:** None
7. **District Reports:** None
8. **Written Communication:**
  - Letter to the Board - E. Murray 1.31.24
  - Letter to the Board - D. Lemon 2.2.24
9. **Informational Material:** None
10. **Adjournment:** 9:41 p.m.

## Holly Hossack

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**From:** Contact form at San Lorenzo Valley Water District <cmsmailer@civicplus.com>  
**Sent:** Monday, February 5, 2024 10:23 AM  
**To:** Board of Directors  
**Subject:** [San Lorenzo Valley Water District] Employees no ID , NO Notice meter replacement  
(Sent by Wendy Brannan, wbran438@sbcglobal.net)

Hello Board of Directors,

Wendy Brannan ([wbran438@sbcglobal.net](mailto:wbran438@sbcglobal.net)) has sent you a message via your contact form (<https://www.slvwd.com/user/31/contact>) at San Lorenzo Valley Water District.

If you don't want to receive such e-mails, you can change your settings at <https://www.slvwd.com/user/31/edit>.

Message:

Dear Water Board

Employees with no ID or LOGO wear, going to customers doors saying the are changing out water meters, said letter was sent ( whole neighborhood NEVER got a letter ) WAS GOING TO CALL THE POLICE ! I am in a full leg cast , I got to the door and someone tells me they are turning off my water , does not tell me for how long , unacceptable that your employees do not have ID , UNACCEPTABLE THAT THE DISTRICT DOES NOT NOTIFY CUSTOMERS PRIOR !

Mind you this is after horrific winds and power outages .

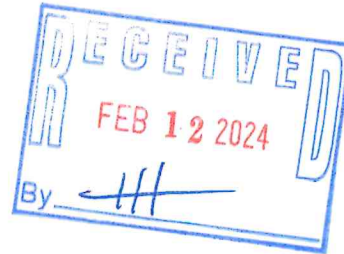
Communication is essential for customer support and employee safety!

After 48 hours of power outages, cable , cell outages , I am now with out water for an unknown time !

408-839-6216

San Lorenzo Water District  
13060 Hwy 9,  
Boulder Creek, CA 95006

Norman A Heaney  
800 Brommer  
51 Amalfi Drive  
Santa Cruz, CA 95062



February 10, 2024

Board of Directors

Dear Sirs,

I am writing to address some concerning developments regarding the recent actions of the San Lorenzo Water District (SLVWD) on the Durst Forest Family Trust property.

It has come to our attention that there have been significant environmental disturbances on our property and surrounding lands, which we believe are attributed to the operations of SLVWD. These actions appear to be in contravention of our previously agreed-upon understanding regarding property rights and riparian corridor conservancy matters outlined in our existing easement agreement 081031-13 Boulder Creek, CA. (Enc)

Despite our attempts to reach out to SLVWD leadership to discuss these issues, we have yet to receive any response. Therefore, I am compelled to outline the specific concerns we have encountered:

1. Removal of Trust's Mitigation Berm: Trust's awareness of the imminent threat of potential injury and property damage liabilities following the devastating water district's pipeline grading work. (EPA Comp 49912) used conservancy funds to install a mitigation Berm. However, it has come to our attention that the Trust's mitigation Berm, comprised of 200 cubic yards of mixed soil was removed without our consent. Subsequently as anticipated, a slide occurred on December 13th, 2022, resulting in the destruction of SLVWD's gate, access through the area, and destroyed our water storage tank sited across the easement.
2. Immediate Damage Assessment: The destruction caused by the slide includes damage to our water storage tank (a 275-gallon IBC tank with a steel pallet, valued at \$575.00), the mitigation Berm replacement materials (Bid at \$10,536.00, (enclosed) with an additional bid of five thousand dollars for delivery.

3. Furthermore, pending the completion of our geologists' study and the review of ( EPA Comp 49912) for failure to mitigate lethal hazards, assessing land value losses: including timber felled by SLVWD's actions, parcels loss of potential use and loss of safe access for use.

In light of these developments, we advise the District that having failed to mitigate slide activity, and removing the Trust's installed mitigation Berm now legally places all potential liabilities solely on the District. As Trustee I would like to propose a resolution that prioritizes an amicable settlement. Specifically, we request that SLVWD consider compensating the Durst Forest Family Trust for the aforementioned damages, totaling \$16,111.00. In exchange, we are prepared to waive any labor and equipment expenses associated with the restoration work.

Moreover, we urge SLVWD to reconsider its operations and work collaboratively with us to address environmental concerns in our shared community. We believe that fostering a cooperative relationship will serve the interests of both parties and contribute to the preservation of our natural resources.

In the event that SLVWD does not respond or engage with us regarding these grievances within the next thirty days, we may have no choice but to pursue legal avenues, including potential charges of criminal trespass and grand theft. However, we sincerely hope to avoid such escalation and instead find a mutually satisfactory resolution.

Thank you for your attention to this matter. We remain hopeful that SLVWD will work with us to address these issues promptly and constructively.

Sincerely,

  
Norman A. Heaney ADCS (CAS) U.S.N. Retired

Trustee

Durst Forest Family Trust, a conservancy in perpetuity

Book 2469 PAGE 533

BOOK 2469 PAGE 533 BOOK 2467 PAGE 276

TO HAVE AND TO HOLD SAID EASEMENT for purposes of acquiring, constructing, completing, reconstructing, repairing, maintaining, and operating water transmission facilities and related appurtenances for said District, together with the right of ingress and egress thereto.

GRANTOR HEREBY FURTHER GRANTS TO GRANTEE the right to the use of such land on each side of the hereinabove described lands as may be reasonably necessary for the deposit of earth and construction materials and the use and operation of equipment during the construction, maintenance, repair, or replacement of said water facilities and appurtenances.

Once new pipeline is constructed in said easement and is in good working order, the now existing pipeline from Foreman Creek to "Big Concrete Reservoir" shall be removed.

SAID DISTRICT, AS GRANTEE, shall promptly restore the surface of said easement to its original grade and condition, insofar as it is reasonable and practical to do so.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and signature this 13th day of December, 1974.

*Ruth Duxak*

BOOK 2469 PAGE 531  
NOV 8 6 9

(Notary Acknowledgment)  
Subscribed and sworn to before me this 13 day of Dec 1974  
OFFICIAL SEAL  
LELAND W. HARRIS  
NOTARY PUBLIC  
CALIFORNIA

TITLE INSURANCE & TRUST CO

OFFICE  
SANTA CLAY COUNTY  
HOSPITAL  
RECORDED  
JAN 3 2 39 PM '75  
RECORDED AT REQUEST OF

*Ruth Duxak*

STATE OF CALIFORNIA  
COUNTY OF SANTA CLAY  
I, the undersigned, Notary Public for said County, do hereby certify that the foregoing is a true and correct copy of a document which was personally appeared Ruth Duxak and acknowledged that she is the person who executed and acknowledged that she

**CENTRAL HOME SUPPLY SCOTTS VALLEY**  
**180 EL PUEBLO ROAD**  
**SCOTTS VALLEY, CA 95066**  
**WWW.CENTRALHOMESUPPLY.COM**  
**PHONE: (831) 440-0763**

Customer No. *8	Job No.	Purchase Order No.	Reference NORMAN HEANEY	Terms CASH/CHECK/BANKCARD	Clerk 12	Date 1/26/24	Time 8:41
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**Sold To**  
 \*\*\*\*\* CASH \*\*\*\*\*  
 (831) 334-7076

**Ship To**  
 595 BOULDER BROOK DR  
 BOULDER CREEK  
 X BIG BASIN WAY

DEL. DATE: 1/26/24 TERM#552  
 DOC# 286994/2  
 \*\*\*\*\*  
 \* ORDER \*  
 \*\*\*\*\*  
 TAX : 002 SCOTTS VALLEY TAX RAT  
 ORDER 286994

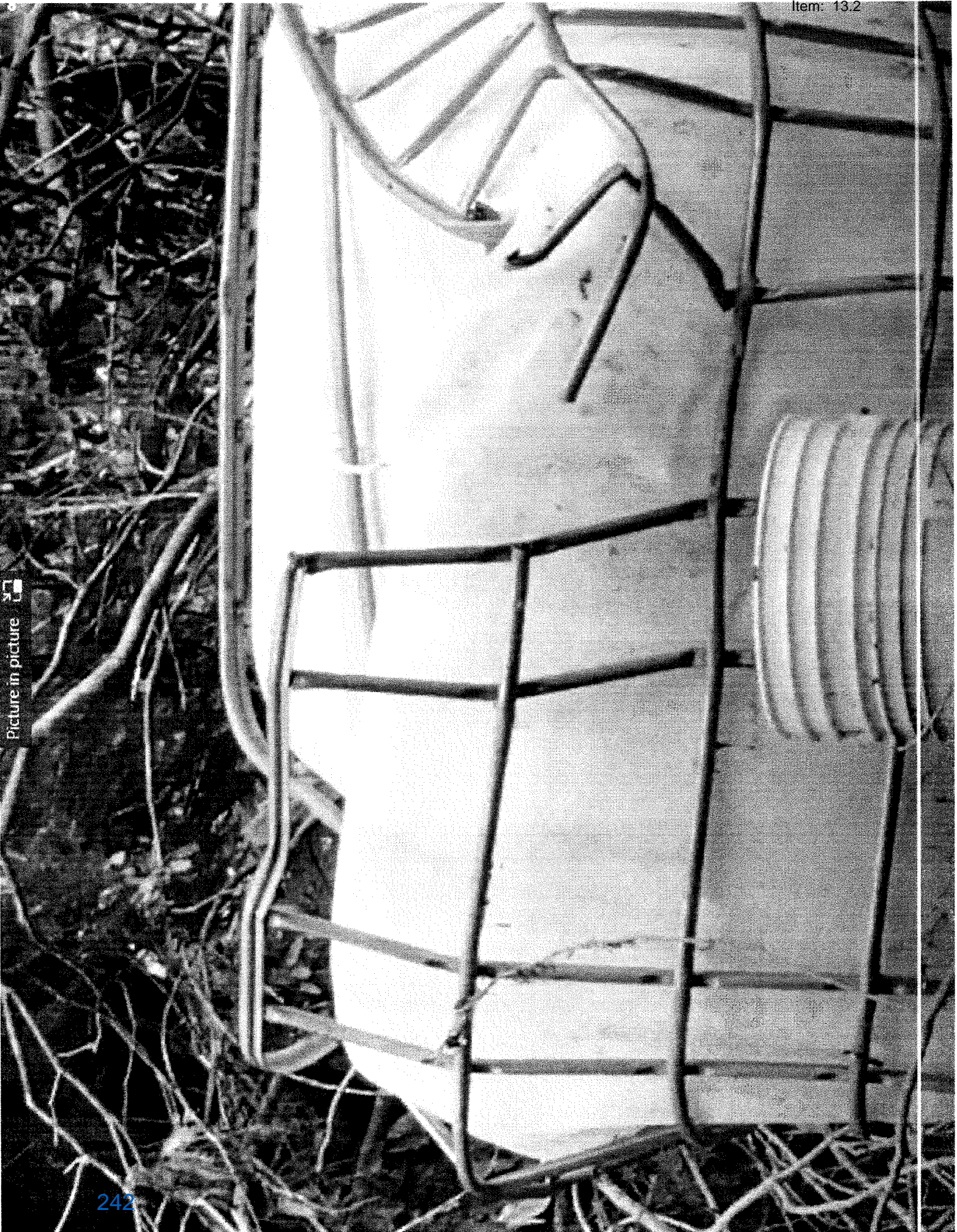
SHIPPED	ORDERED	UM	EA	N	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/PER	EXTENSION
	200	EA		N		NATIVE TOPSOIL 70/30 BLEND NHEANEY@GMAIL.COM		200	48.00 /EA	9,600.00

** ORDER ** ORDER ** ORDER ** ORDER ** ORDER ** ORDER *	TAXABLE	9600.00
** DEPOSIT AMOUNT **	0.00 NON-TAXABLE	0.00
** BALANCE DUE **	10,536.00 SUBTOTAL	9600.00
** PAYMENT RECEIVED **	TAX AMOUNT	936.00
	TOTAL AMOUNT	10536.00

X  
 Received By \_\_\_\_\_







Picture in picture

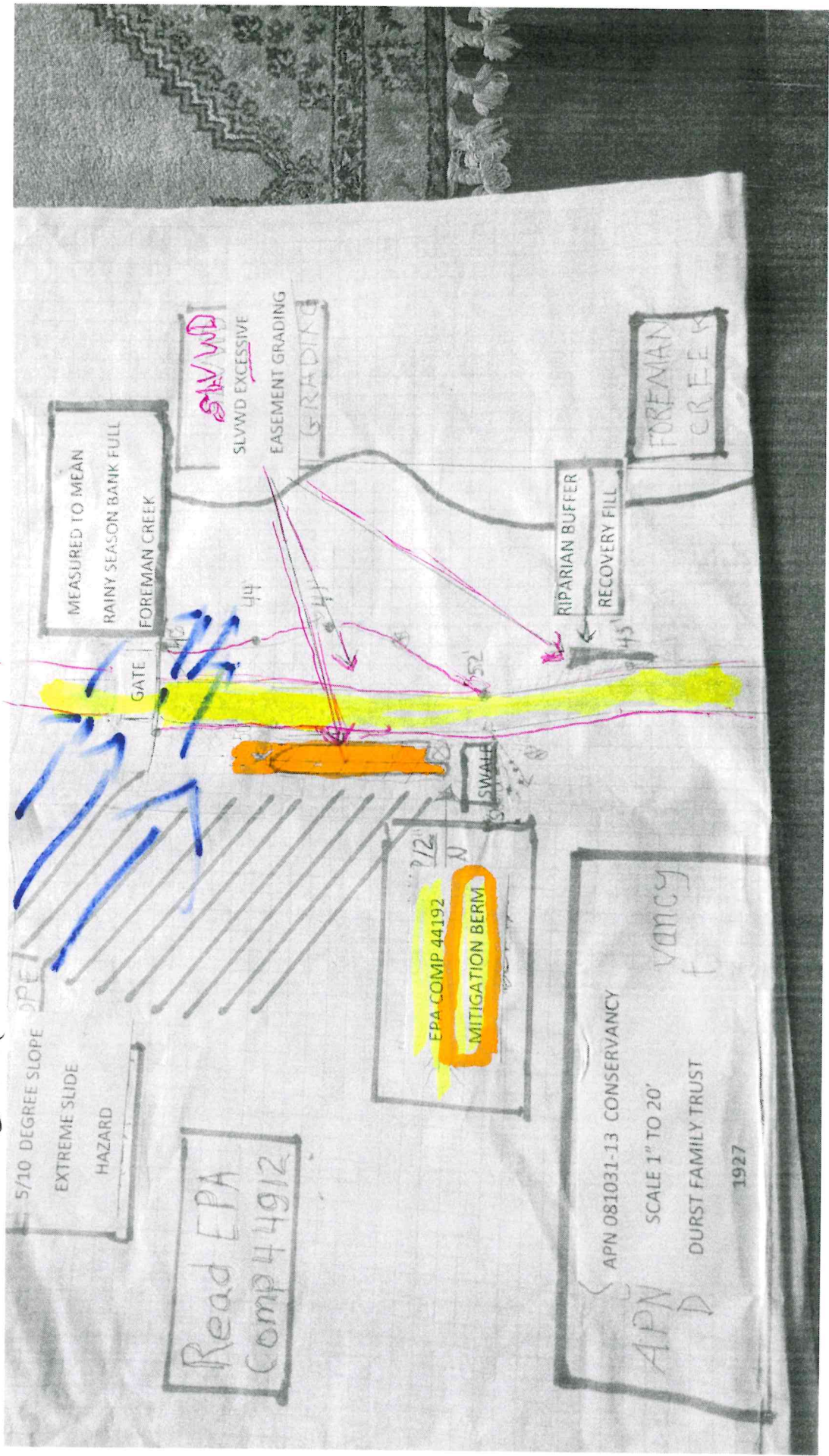




One of Several  
on going slides  
See EPA COMP 49912

Durst family Forest Trust "Conservancy"  
 081013-13 UPPER W. side  
 Boulder Brook Dr. 13 Dec 2022

245



## Holly Hossack

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**From:** Contact form at San Lorenzo Valley Water District <cmsmailer@civicplus.com>  
**Sent:** Sunday, February 18, 2024 10:26 AM  
**To:** Board of Directors  
**Subject:** [San Lorenzo Valley Water District] rate increase (Sent by Howard Florio, howard.florio@yahoo.com)

Hello Board of Directors,

Howard Florio ([howard.florio@yahoo.com](mailto:howard.florio@yahoo.com)) has sent you a message via your contact form (<https://www.slvwd.com/user/31/contact>) at San Lorenzo Valley Water District.

If you don't want to receive such e-mails, you can change your settings at <https://www.slvwd.com/user/31/edit>.

Message:

Hello Directors.

I was wondering, why 1)you used a sham of a protest letter with 'no response" as a yes but you had to use a protest letter for a "no" vote? 2)With all the conservation of water for 3 or more years 2 years ago you raise the "per unit" rate more (significantly, since I'm disabled and retired) than the 3-6 unit price? I understand your need to raise rates but not in reverse order! PG&E, my least liked service provider doesn't even do this. please explain, each of you with your vote while I research "how to start a class action suit". A response would be appreciated.

-Howard

P.S. In 42 years i don't think i've ever been late on a payment, look it up, 360 Troy Rd. Boulder Creek.

P.P.S. I've always appreciated the good service I've gotten but this now makes me an advisery, unless I'm totally missing the rate plan and protest leter crap.

San Lorenzo Valley Water District  
Board of Directors  
General Manager Brian Frus

February 21, 2024

Directors and Mr. Frus,

I write to formally ask the board and District to immediately withdraw the recently approved flawed rate increase proposal before its enactment date of March 1<sup>st</sup>, and to show good faith to the ratepayer community by reconsidering and amending this proposal, or a new one offering fair and evenly spread rate increases from year one on. As apparent from agendas and minutes leading up to this proposal, the District had other options provided by the Consultant that would have met the revenue requirements in a more equitable manner. I believe other issues brought up in public testimony and letters have not been adequately addressed to assure public trust of this process.

**The proposal is flawed with inequity.** The burden of increases in water rates are supposed to be evenly shared by ratepayers, with all ratepayers being treated equally. This increase targets a class of low water users with higher increases, to the benefit of those who use more water.

**Rate Increases appear to target specific socio-economic classes.** Typical within this class are low-to-moderate income households who conserve water to save money. Census statistics show a predominance of 1-2 person households in the County, and a higher- than- average number over 65 in age in San Lorenzo Valley, 20%. Statistics show the highest group living in poverty is in this class.

**These flaws and conditions were known to the Board.** SLVWD's board 4-1 majority voted for this proposal on February 15, 2024, while publicly admitting it was flawed and inequitable, and despite hearing firsthand testimony to these facts from a multitude of ratepayers at the Public Hearing speaking on the calamitous effects of these conditions of inequity. Even supporters of this proposal in this hearing and previous public comments and written commentary publicly acknowledged that the proposal is flawed, including the 'Friends' local political special interest who had an outsized influence on its design and board acceptance.

**The board is obligated to respectfully consider public testimony.** Proposition 218 acknowledges that even if a majority of property owners do not file a written protest against the proposed rate increase, the Board may withdraw or alter it after consideration of public testimony. I attended the Public Hearing and feel the board majority had already made their decision prior to the Public Hearing and testimony, with some openly displaying lack of interest, such as talking to each other during others' testimonies and comments, rolling eyes, feigning boredom and other disrespectful and dismissive behavior.

**The board's pre-determination may have been based on Protest Ballot count.** A memo and resolution released before the Public Hearing announced an insufficient number of Protest Ballots had been received to overturn the proposal. While this was later edited out, the damage had been done to both the community and the board in predeterminations made before the 45-day deadline.

**There was no legal pressure to pass this rate increase proposal** given its flaws and other factors. Statutes say that even if a ratepayer majority protest is not received, the proposal must still meet and comply with substantive procedural requirements as in Article XIID, section 6, to be valid.

I believe the District may have not adequately met those requirements, based on what I have seen and previously brought to your attention, and what was heard from others in written and oral public testimony. Of particular concern is appropriate language in the Proposition 218 Notice, in district promotions and in agenda items. For example, the pre-announcement of Protest Ballot for the February 15 agenda directly conflicts with requirements that unsealing, and tabulation of all ballots be done in public at the close of the Public Hearing. The District did respond by amended that wording out at the last minute, but the acts and damage were already done. Other requirements of the Notice are that each Ratepayer must be given the precise amount of increase based on their particular property and use, not a broad statement such as the district's "typical 2% increase", or "a few dollars". I noticed that the District website removed that wording the day after the Public Hearing. There are other anomalies that I feel should be addressed before implementation, including but not limited to justification of costs, and a conflict in the Notice about what funds will be used for, as statutes say increased revenue may not be spent on anything other than as detailed in the Notice, as per my reading of the Proposition 218 law. I'm not sure the entire board understood that, and other provisions and requirements, based on their comments at the meeting. One of those comments was about the District union labor contract and priority driving the rate increase, although that item and dollar amount was not specifically included as a reason in the Notice and promotions while other specific amounts were. I believe a pause and thorough legal review prior to implementation serves the district and public, recognizing that the law states the burden of demonstrating compliance to all requirements falls upon the District, not on the many ratepayers who have provided their testimony, protests, and letters legitimately questioning this process.

**Demographics and Public Policy Institute and affordable rates guidelines** were not included in this proposal. I requested a study of demographics be included when this process started in Spring, and while assured it would be, I found nothing in the Consultant's report addressing specific San Lorenzo Valley income and cost of living analysis effect on rates proposed and their affordability. Per the Public Policy Institute (PPI), affordability is important for communities particularly in determining if low-income households can afford their water bills. One measure is cost of water as a share of household income; The District's new rate water bill cost for many in our community will be in excess of this factor to meet basic needs like cooking, washing and drinking. PPI promotes inclusion of housing costs as a needed factor in determining affordable rates. PPI found in a study that low-income subsidy programs are not effective and typically have low enrollment, as confirmed in our District's unsuccessful program, and recommend instead that rate design be used to keep prices low for basic needs, as well as water agencies making a concerted effort to contain water system costs. PPI recognizes but discourages water agencies incentive to set a high fixed base charge for revenue stability, as they purport that tradeoffs of hardship outweigh that benefit.

These are all important considerations I believe were left off this rate study and process, or that the Board and staff may simply not have been aware of during all their work on this, resulting in the flawed results.

Thank you for your review and reconsideration before implementing this rate increase. I appreciate a written response from the District in recognition of these anomalies and public concerns.

Respectfully,

Debra Loewen  
Lompico Canyon





January 31, 2024

Ms. Holly Hossack  
Administrative Assistant District Secretary  
San Lorenzo Valley Water District  
13060 Highway 9  
Boulder Creek, California 95006-9119

NOTICE OF DIRECTOR VACANCY

Dear Ms. Hossack:

On behalf of the SDRMA Board of Directors, I'm writing to notify members of a vacant Director's seat on SDRMA's Board of Directors effective December 23, 2023. The term of the current vacancy will expire on December 31, 2025 and will be filled by appointment of the Board of Directors based on an application and interview process.

The appointment will be based on the following procedures according to SDRMA Bylaws and Election/Appointment Policy No. 2023-05:

Candidate Qualifications

Interested candidates must be a Board member or a management employee (see Policy No. 2023-05, Section 4.1) and be an active member agency of both SDRMA's Property/Liability and Workers' Compensation Programs. Only one representative from any member agency may serve on the Board of Directors at one time. Member Districts/Agencies which already have representatives serving on the Board are:

Herlong Public Utility District  
Groveland Community Services District  
Honey Lake Valley Resource Conservation District  
Costa Mesa Sanitary District  
Kern Mosquito and Vector Control District  
Clovis Veterans Memorial District

These districts/agencies are not eligible to nominate another representative for the vacancy.

Candidate Documents and Information – Enclosed are candidate documents and information including a Board of Director fact sheet, sample resolution, Election/Appointment Policy No. 2023-05 and the 2024 Board Meeting Calendar.

Application Packet



Maximizing Protection. Minimizing Risk.

Candidates shall submit the following;

- a) A letter of interest; and
- b) A resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
- c) A resolution from, or a letter approved by the candidate's Governing Body nominating the candidate.
- d) Completed application packets must be received in SDRMA's office no later than 5:00 P.M. **April 12, 2024.**

Interview Process

- a) Qualified candidates who have submitted an approved application packet will be advised via email acknowledging the receipt of their application packet and confirming the date, time and location of their interview.
- b) Interviews will be conducted by SDRMA's Board of Directors on Wednesday, May 1, 2024 in Sacramento at SDRMA's office.

Selection

The Board of Directors anticipates making the selection and notifying candidates of the final selection on May 2, 2024. Candidates will be advised via email of the Board's selection. The selected candidate will be seated at the June Board Meeting.

SPECIAL NOTE: As a part of our normal election process, four Board seats will be up for election during 2025. One of the four seats up for election in 2025 is being filled by this appointment for a 19 month term. Therefore, whichever candidate is appointed by the Board, that Board member must then stand for election during the regular election process in 2025 and be successful in order to remain in that seat beyond December 31, 2025.

*SDRMA is governed by its members for the benefit of its members.* This is an important opportunity for our members to participate in their Risk Management Program. Please contact Management Analyst, Candice Richardson, at 800-537-7790 if you have any questions regarding the Board vacancy or the appointment process.

Sincerely,



Sandy Seifert-Raffelson, President  
Board of Directors

cc: SDRMA Board of Directors

## 2024 Application Packet Checklist



### **SDRMA BOARD OF DIRECTORS APPLICATION GUIDELINES**

Due to a vacancy on the SDRMA Board of Directors, the appointment of a replacement Director will be made by the remaining members of the SDRMA Board. The term of the current vacancy will expire on December 31, 2025 and will be filled by appointment based on an application and interview process. Eligible candidates are encouraged to apply for appointment.

**For your convenience we have enclosed the necessary application packet documents.** All required documents must be submitted to SDRMA via mail or email by **Friday, April 12, 2024**. Please contact Candice Richardson at 800-537-7790 if you have any questions regarding the Board vacancy or the appointment process.

- **SDRMA Board of Directors Fact Sheet:** This document reviews the Board of Directors' Roles and Responsibilities along with other important information.
- **Sample Resolution for Candidate Nomination:** A resolution of the Governing Body of the Agency nominating a candidate for the Special District Risk Management Authority Board of Directors.
- **SDRMA Election Policy No. 2023-05:** A Policy of the Board of Directors of the Special District Risk Management Authority establishing guidelines for Director elections.
- **2024 Adopted Board Meeting Schedule:** SDRMA's 2024 Board Meeting and Conferences Schedule.

**Please complete and return all required documents via email to [crichardson@sdrma.org](mailto:crichardson@sdrma.org) or by mail:**

SDRMA Election Committee  
Special District Risk Management Authority  
1112 "I" Street, Suite 300  
Sacramento, California 95814



# Fact Sheet

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## SDRMA BOARD OF DIRECTORS ROLE AND RESPONSIBILITIES

Special District Risk Management Authority (SDRMA) is a public entity Joint Powers Authority established to provide cost-effective property/liability, worker’s compensation, health benefit coverages and comprehensive risk management programs for special districts and other public agencies throughout California. SDRMA is governed by a Board of Directors elected from the membership by the programs’ members.

Number of Board Members	SDRMA Board of Directors consists of <b>seven Board Members</b> , who are elected at-large from members participating in both programs.
Board of Directors’ Role	SDRMA Board of Directors provide effective governance by supporting a unified vision, ensuring accountability, and setting direction based on SDRMA’s mission and purpose, as well as establishing and approving policy to ensure SDRMA meets its obligations and commitment to its members.
Board of Directors’ Responsibilities	Board Member responsibilities include a commitment to: serve as a part of a unified governance body; govern within Board of Directors’ policies, standards and ethics; commit the time and energy to be effective; represent and make policy decisions for the benefit, and in the best interest, of all SDRMA members; support collective decisions; communicate as a cohesive Board of Directors with a common vision and voice; and, operate with the highest standards of integrity and trust.
One Seat Open	Elections for Directors are staggered and held every two years, four seats during one election and three seats in the following election. Due to a recent vacancy, one seat is up to serve the remaining balance of the unexpired term.
Term of Directors	Directors are elected to <b>four-year terms</b> . The term for this current vacancy will end on December 31, 2025.
Board Member Travel Reimbursement	Board Members are reimbursed for reasonable travel and lodging in accordance with SDRMA Board Ordinance No. 2022-01 and applicable laws and are allowed to claim a stipend of \$235 per meeting day or for each day’s service rendered as a Member of the Board.
Number of Meetings per Year	The Board meets from <b>seven to ten times annually</b> with an average of eight board meetings per year. Generally, the Board does not meet more than one meeting per month.
Meeting Location	SDRMA office in Sacramento, CA and at two conference locations.
Meeting Dates	Typically the first Wednesday and Thursday of the month.
Meeting Starting Times	Meetings are typically held <b>2:00 to 5:00 p.m. Wednesday</b> and <b>8:00 to 10:00 a.m. Thursday</b> .
Meeting Length	Meetings are <b>four to six hours</b> on average.
Average Time Commitment	Commitment per month ranges from <b>15 to 20 hours</b> .

*“The mission of Special District Risk Management Authority is to provide excellent risk financing and risk management services through a financially sound pool to California public agencies, delivered in a timely and responsive cost-efficient manner.”*

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE [GOVERNING BODY] OF THE [AGENCY NAME]  
NOMINATING [CANDIDATE'S NAME] AS A CANDIDATE FOR ELECTION TO THE  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

**WHEREAS**, the Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code, Section 6500 et.seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies; and

**WHEREAS**, the Joint Powers Agreement and Bylaws of SDRMA set forth director qualifications, terms of office and election requirements; and

**WHEREAS**, the Board of Directors of SDRMA established procedures and guidelines for the Director Election process; and

**WHEREAS**, the SDRMA Board of Directors adopted Board Policy 2023-05, which includes the following requirements for candidate qualification:

- a. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee (as defined in Section 4.1) of a SDRMA member participating in both the Property/Liability and Workers' Compensation Programs.
- b. Candidates shall submit the following, by April 12, 2024:
  - a. A letter of interest; and
  - b. A resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
  - c. A resolution from, or a letter approved by the candidate's Governing Body nominating the candidate.

**NOW THEREFORE, BE IT RESOLVED**, the Board of Directors of the Special District Risk Management Authority hereby finds, determines, and resolves as follows:

1. The governing body of [AGENCY NAME] nominates [CANDIDATE'S NAME], its [POSITION TITLE], as a candidate for the Board of Directors of the Special District Risk Management Authority.
2. **ADD ONLY IF CANDIDATE IS NOT A MEMBER OF THE AGENCY'S GOVERNING BODY**

The [GOVERNING BODY] of [AGENCY NAME] has determined that [CANDIDATE'S NAME] is a management employee for purposes of SDRMA Election Policy 2023-05, Section 4.1.

3. The [GOVERNING BODY] of [AGENCY NAME] further directs that a copy of this

Resolution No. \_\_\_\_\_

Resolution shall be delivered to SDRMA on or before the April 12, 2024 filing deadline.

**PASSED, APPROVED, and ADOPTED**, by the [GOVERNING BODY] of [AGENCY NAME], on this [DAY] day of [MONTH], [YEAR], by the following roll call vote:

Ayes:

Noes:

Abstained:

Absent:

APPROVED:

ATTESTED:

\_\_\_\_\_  
President/Governing Body

\_\_\_\_\_  
Administrator/Secretary

*No seal*



**Policy No. 2023-05**

**A POLICY OF THE BOARD OF DIRECTORS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY ESTABLISHING GUIDELINES FOR DIRECTOR ELECTIONS, DIRECTOR APPOINTMENTS, AND CREATION OF A SUPERVISING ELECTION COMMITTEE**

WHEREAS, SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) is a joint powers authority, created pursuant to Section 6500, et. seq. of the California Government Code; and

WHEREAS, the Board of Directors recognizes that it is in the best interest of the Authority and its members to adopt a written policy for conducting the business of the Board; and

WHEREAS, establishing guidelines for Director elections and appointments will help ensure a process that is consistent for all nominees and candidates, will promote active participation by SDRMA members in the election/appointment process, and will help ensure election/appointment of the most qualified candidate(s); and

WHEREAS, the Bylaws provide the Board with the option of conducting the election using a mail-in ballot process; and

WHEREAS, the Board of Directors of SDRMA has an overriding and compelling interest in ensuring the accuracy of the election/appointment process of its Board members through the creation of an election committee;

NOW, THEREFORE, it is the policy of the Board of Directors of SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY, until such policy shall have been amended or rescinded, that the following procedures shall be followed when conducting Director elections or filling a Director vacancy by appointment:

**1.0. Election Schedule**

- 1.1. Not later than the first Board meeting of each election year, the Board of Directors shall approve an election schedule based on the following criteria and time frames.

**2.0. Election Committee**

- 2.1. The Board of Directors herein establishes an election committee with the following composition, duties and responsibilities; The five (5) members of the Election Committee shall include two (2) presently sitting members of the Board of Directors of SDRMA whose seats are not up for election, the Management Analyst & Clerk of the Board of Directors of SDRMA, and the SDRMA Chief Financial Officer. The General



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Counsel for SDRMA shall also sit as a member of the Election Committee with the additional obligation of providing legal advice to the balance of the Committee as legal questions may arise.

### 3.0. Member Notification of Election

- 3.1. Authority staff shall provide emailed notification, of an election for the Board of Directors, to all member agencies during January of each election year. Such notification shall be provided a minimum of ninety (90) days prior to the distribution of ballots and shall include (1) where to locate election documents in MemberPlus; (2) the number of Director seats to be filled by election; and (3) a summary of nomination/election deadline dates.

### 4.0. Qualifications

- 4.1. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee of an SDRMA member participating in both the Property/Liability and Workers' Compensation Programs. To qualify as a "management employee," the candidate must be a management-level (as determined by the Governing Body) employee whose wages are reported to the IRS on a "W-2" form. Only one (1) representative from any Member may serve on the Board of Directors at the same time. [Per Bylaws, Article II, (2) (b)]
- 4.2. Each nominated candidate must submit a properly completed "Statement of Qualifications" (required form attached) with an original wet signature (electronic signatures are not acceptable) on or before the filing deadline in May in order for the candidate's name to be placed on the official ballot. A candidate shall provide responses to all questions on the candidate's "Statement of Qualifications". Each nominated candidate's "Statement of Qualifications" must be filed in SDRMA's office on or before the aforementioned deadline by (1) personal delivery; (2) U.S. mail; or (3) courier. To assure the Statement of Qualifications has affixed the candidate's original wet signature, the Statement of Qualifications may not be delivered by electronic mail. When ballots are provided to the membership, each candidate's "Statement of Qualifications" form will be available to the membership exactly as submitted by the candidate to SDRMA. However, any attachments submitted by the candidate(s) with the Statement of Qualifications will not be provided by SDRMA with the ballots to any members.
- 4.3. If a nominated candidate elects not to use the provided form "Statement of Qualifications," and prepares instead the candidate's own completed form, the candidate's form must include the title "Statement of Qualifications" and contain exactly all information required and requested by the provided form.





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NOTE: The candidate's "Statement of Qualifications" form must be submitted as a part of the nominating process. When ballots are made available to the membership, each candidate's "Statement of Qualifications" form will be distributed "exactly as submitted" to SDRMA, except that any attachments submitted by the candidate will not be sent to any SDRMA members.

- 4.4. A candidate who does not submit a Candidate's Statement of Qualifications that complies with Section 4.2 or 4.3 will be disqualified by the SDRMA Election Committee.
- 4.5. A qualified candidate currently serving on the CSDA board of directors must, if elected to the SDRMA board of directors, immediately resign his or her seat on the CSDA board. [Per Memorandum of Understanding, Alliance Executive Council, 9/20/2001.] Such resignation must occur prior to the meeting at which the director-elect takes his or her seat on the SDRMA board.

### 5.0. Nominating Procedure

- 5.1. Candidates seeking election or reelection must be nominated by action of their respective Governing Body. Only one (1) candidate may be nominated per member agency and one (1) candidate shall not represent more than one (1) member agency. A resolution from the candidate's district/agency Governing Body nominating the candidate must be received by the Authority on or before the scheduled date in May. (A sample of the resolution is enclosed). Actual receipt by the Authority on or before the scheduled deadline date in May is required. The resolution nominating the candidate may be hand-delivered to the Authority or sent by U.S. mail or emailed to SDRMA. In the event a candidate is nominated by two (2) or more member agencies, he or she shall represent the member agency whose nominating resolution is first received by the Authority. The other member agency or agencies that nominated the candidate shall be entitled to select a replacement nominee as long as a resolution nominating the replacement is received by the Authority prior to the scheduled deadline date.
- 5.2. A member may not nominate a candidate unless that member is participating in both the Property/Liability and Workers' Compensation Programs and is in "good standing" on the date the nominations are due. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 5.3. No earlier than the day after the deadline for receipt of nominations, the Election Committee, as hereinabove defined and comprised, shall review all nominations received from members, and will reject any nominations that do not meet all of the qualifications specified and set forth in this policy. The Election Committee's decisions regarding the qualification of nominees are final. Following the Election Committee's review of all nominations, the Election Committee shall direct that a ballot be prepared



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stating and listing all of the qualified nominees. The ballot of qualified nominees shall be provided to the membership for election via MemberPlus as described below.

- 5.4. Upon verification or rejection of each nominee by the Election Committee, staff will email acknowledgment to both the nominee and the district/agency of its acceptance or rejection as a qualified nominee for election.
- 5.5. A nominee requesting that his/her nomination be withdrawn prior to the election, shall submit such requests in writing to SDRMA's office a minimum of three (3) days prior to the scheduled date for posting the ballots. After that date, all qualified nominees' names shall appear on the ballot provided to the membership.

### 6.0. Terms of Directors

- 6.1. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year. [Per Bylaws, Article II, (3), paragraph 1].

### 7.0. Campaigning

- 7.1. SDRMA staff will publish via MemberPlus each qualified candidate's "Statement of Qualifications", "exactly as submitted" by the candidate with the ballots to the membership.
- 7.2. Candidates, at their own expense, may distribute additional information to member agency(s) after the ballots have been published and prior to the election.
- 7.3. SDRMA staff is prohibited from actively promoting a candidate or participating in the election process while on Authority premises.
- 7.4. SDRMA staff may provide member information, mailing lists, financial reports or operational data and information, that is normally available through the Public Records Act, to candidates to assist them in their research and campaigning. In addition to obtaining such information under the Public Records Act, candidates may request SDRMA staff prepare mailing labels for the distribution of campaign materials to member agencies. Under existing policy, charges will apply for this service. The SDRMA logo is trademarked for use by SDRMA only. Neither the logo, nor any other Trademark of SDRMA may be used in any campaign literature. No campaign literature is to imply support of any candidate by SDRMA.



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- 7.5. SDRMA election documents for the membership, including ballots and candidates' "Statement of Qualifications", shall be made available via MemberPlus upon sending out an e-blast announcement via email.

### 8.0. Limitations on Campaigning

- 8.1. As used in this section the following terms have the following meanings:

"Campaign Activity" means any activity that expressly advocates the election or defeat of a candidate or provides direct support to a candidate for his or her candidacy. "Campaign activity" does not include the incidental and minimal use of public resources, such as equipment or office space, or the use of a Candidate's Member Agency email address, for campaign purposes or the use of public resources to nominate a candidate or vote in any Board of Directors election.

"Candidate" means an individual who has been nominated by the Member Agency to have his or her name listed on the ballot for election to the Board of Directors.

"Expenditure" means a payment of Member Agency funds that is used for communications that expressly advocate the election or defeat of a clearly identified candidate. "Expenditure" does not include the use of public funds to nominate a candidate or vote in any Board of Directors election.

"Public resources" means any property or asset owned by the Member Agency, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles, travel, and Member Agency-compensated time. "Public resources" does not include a Candidate's use of his/her Member Agency's email address to send information relating to his/her candidacy.

- 8.2. An officer, official, employee, or consultant of a Member Agency may not expend or authorize the expenditure of any of the funds of the Member Agency to support or oppose the election or defeat of a candidate for the Board of Directors.
- 8.3. No officer, official, employee, or consultant of a Member Agency shall use or permit others to use public resources for campaign activity. A Candidate's use of his/her Member Agency email address to send information relating to his/her candidacy shall be considered minimal and incidental.
- 8.4. At any time during an election campaign, if a Member Agency or its officers, officials, employees or consultants violate this section, that Member Agency shall be ineligible to nominate a candidate for the Board of Directors election in which the violation occurred. Any candidate of an offending Member Agency shall be deemed to have



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withdrawn his or her candidacy. Prior to declaring a Member Agency ineligible to nominate a candidate or a specific candidate's candidacy withdrawn, the Elections Committee shall hold a hearing to determine whether or not a violation of this section occurred. The hearing shall be conducted pursuant to reasonable procedures that the Elections Committee shall prescribe, provided that the affected Member Agency or candidate shall have an opportunity to dispute the violation. At the conclusion of the hearing, the Elections Committee shall determine by a majority vote whether the violation occurred.

### 9.0. Balloting

- 9.1. A ballot containing nominees for the Board of Directors, accepted and approved by the Election Committee, shall be made available to each SDRMA member agency via MemberPlus, except as provided in Section 9.2 below, no less than sixty (60) days prior to the deadline for receiving ballots and the closing date for voting. Ballots shall show the date and time the ballots must be received in SDRMA's office.
- 9.2. In the event that the number of qualified/approved nominees is equal to or less than the number of director seats up for election, the distribution of the ballots as outlined in Section 9.1 shall be waived. In this event, the election committee shall inform the Board of Directors of these facts and the Board of Directors shall, at a regular or special meeting, appoint all qualified nominee(s) to the Board. If one or more seats on the Board remain open, the Board of Directors shall fill those seats pursuant to the process set forth for the filling of vacancies in Section 11.0.
- 9.3. Only those qualified nominees approved by the Election Committee will be eligible candidates on the ballot. Write-in candidates shall not be accepted.
- 9.4. It is required that the Governing Body of each member vote on behalf of their agency at a public meeting and the ballot MUST be signed by an authorized agency official.
- 9.5. A member may not vote unless the member was a member of the Authority in "good standing" on or before the nomination due date for the pending election. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 9.6. A member may cast only one (1) vote for the same candidate. By way of example, if there are four (4) candidates on the ballot, a member may not cast two (2) to four (4) votes for any single candidate. Any ballot casting more than one (1) vote for the same candidate will be considered void.



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- 9.7. A member may vote by using the official ballot provided by SDRMA, or a copy of SDRMA's original ballot, or a reasonable duplicate prepared by the member agency. Whichever of the three foregoing formats is used, the ballot must contain an original wet or electronic signature and confirmation that the ballot was approved at a public meeting of the agency's Governing Body. Ballots submitted without an original wet or electronic signature and/or without confirmation that the form of the ballot was approved at a public meeting of the agency's Governing Body will be considered void.
- 9.8. Ballots may be returned using either hand-delivered or mailed in ballots - faxed or e-mailed ballots will not be accepted. Mailed in ballots must be addressed to, and hand-delivered ballots must be delivered to, the Special District Risk Management Authority office presently located at 1112 I Street, Suite 300, Sacramento, California 95814-2865.
- 9.9. Any ballot received after the specified deadline will not be counted and will be considered void.

### 10.0. Election Results

- 10.1. All ballots will be tabulated at SDRMA's office only after the deadline for receiving ballots. Ballots will be tabulated by SDRMA's Election Committee, no more than five (5) days after the closing deadline. Candidates receiving the highest number of votes shall be declared the elected director(s).
- 10.2. In the event of a tie, a coin toss shall be used to determine the elected director. The coin toss shall be conducted by the Election Committee at the time and place of the conclusion of counting ballots.

PROCEDURE: In the event more than two (2) candidates tie, the coin toss shall be between two (2) candidates at a time based on the order in which their name appeared on the ballot. This process shall be repeated, as needed, in cases where there are more than two (2) candidates.

- 10.3. Excluding tie votes, within five (5) days after the ballots tabulated Authority staff shall advise the candidates and their respective agency via email of the final election results. Copies of the results shall also be emailed/distributed to SDRMA's Board of Directors, staff and consultants and published in the first available CSDA newsletter.
- 10.4. If a director-elect withdraws after the election or fails to accept the Director seat prior to December 31, the Board shall name a new director-elect by going back to the ballots and awarding the seat to the candidate receiving the next highest number of votes during the election.



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- 10.5. Staff shall invite newly elected director(s) to attend the last Board meeting of the year after confirmation of election results. Director(s) elect will be reimbursed for expenses, except for director stipends, in accordance with approved director reimbursement policy (copy of policy shall be provided to newly elected directors).
- 10.6. A member or candidate dissatisfied with the election result may, within ten (10) days after the ballots are opened and tabulated, file with the Authority a written challenge and appeal. The challenge and appeal must clearly set forth the complaint and any and all facts in support of the challenge and appeal. Within ten (10) days after the ballots are opened and tabulated, the challenge and appeal shall be delivered and received by the Authority. Within five (5) days of receipt of the challenge and appeal, the Authority shall deliver the same to the Election Committee for decision. The Election Committee shall have absolute authority for deciding the challenge and appeal. Notice of the decision of the Election Committee shall be provided to the party filing the challenge and appeal within ten (10) days.

### 11.0. Director Vacancy

11.1. If a director vacancy(s) occurs (Note 1), appointment of a replacement director for the balance of the unexpired term will be made by the remaining members of the SDRMA Board. In order to accomplish this in an orderly and consistent manner, when a vacancy(s) of an elected Director(s) occurs, the SDRMA Board of Directors, after discussion and consideration, shall, when deemed appropriate, instruct staff to:

- a) notify all then member entities via email that a vacancy has occurred; and
- b) said notice shall refer to the applicable Article in the By-laws in advising member entities and their eligible candidates of the steps to take to apply for appointment; and
- c) the SDRMA Board shall establish the closing date for the receipt of applications; and
- d) candidates shall submit the following, by the date specified in the notice:
  - i) a letter of interest; and
  - ii) a resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
  - iii) a resolution from, or a letter approved by, the candidate's Governing Body nominating the candidate; and
- e) the Election Committee shall review all applications received, and shall reject any that do not meet all of the qualifications specified and set forth in this policy; and
- f) upon verification or rejection of each application by the Election Committee, staff will email acknowledgement to both the applicant and the district/agency of its acceptance or rejection of the applicant as a qualified candidate for appointment; and
- g) candidates shall be interviewed at the next regularly scheduled meeting of the SDRMA Board of Directors following the date of closure for the applications. Interviews shall be in person, or if an unforeseen emergency arises, the interview may



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be by telephone or via Zoom or an alternative at the same scheduled time; and  
h) the SDRMA Board shall make the appointment without undue delay, but need not act at the same meeting.

Note 1: If the Director vacancy occurs within nine (9) months after the date the ballots were counted and certified by the Election Committee or within nine (9) months after a candidate was appointed to fill a vacancy, then the Board shall have the option to interview and appoint the candidate(s) who did not receive sufficient votes to be elected OR to interview and appoint from the pool of candidates from 11.1.g) above. If the Director vacancy occurs in an election year after the Notification of Election is sent to the members, the Board may determine to fill the vacancy by appointing the candidate who receives the next highest number of votes in the election. If the Board determines in its sole discretion that none of these options is appropriate, then staff shall be instructed to proceed with the process described above in steps 11.1 a) to h).


11.2 The appointment process set forth in this section 11.0 shall also be followed in the event open seats remain at the conclusion of any regular election of Board members [see Section 9.2].

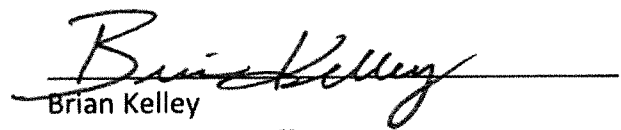
Revised and adopted this 1<sup>st</sup> day of November, 2023 by the Board of Directors of Special District Risk Management Authority, at a regular meeting thereof.

This Policy No. 2023-05 supersedes Policy No. 2022-06 and all other policies inconsistent herewith.

APPROVED:

ATTEST:

  
Sandy Seifert-Raffelson, President  
Board of Directors

  
Brian Kelley  
Chief Executive Officer



# 2024 SDRMA Meeting Calendar

Adopted as of November 1, 2023

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	6				1	2	3					1	2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30/31

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	6			1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29/30	

JULY							AUGUST							SEPTEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
		1	2	3	4	5	6				1	2	3			1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14		
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21		
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28		
28	29	30	31				25	26	27	28	29	30	31	29	30							

OCTOBER							NOVEMBER							DECEMBER													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
		1	2	3	4	5						1	2	3							1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14							
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21							
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28							
27	28	29	30	31			24	25	26	27	28	29	30	29	30												

- SDRMA Board Meetings**
  
- Special Events/Conferences**

  - 2/20-23 PARMA Annual Conference
  - 3/26 SDRMA Spring Education Day
  - 5/21-22 CSDA Legislative Days
  - 6/6-9 PRIMA Annual Conference
  - 9/9-12 CSDA Annual Conference
  - 9/10-13 CAJPA Annual Conference

  
- Holiday - Office Closed**

  - 1/1 New Year's Day
  - 1/15 Martin Luther King Day
  - 2/19 President's Day
  - 5/27 Memorial Day
  - 6/19 Juneteenth
  - 7/4 Independence Day
  - 9/2 Labor Day
  - 11/11 Veterans Day
  - 11/28-29 Thanksgiving
  - 12/24 Christmas Eve
  - 12/25 Christmas
  - 12/31 New Year's Eve