



Hidden Valley Lake Community Services District

Finance Committee Meeting

DATE: October 19, 2018
TIME: 12:30 pm
PLACE: Hidden Valley Lake CSD
Administration Office, GM Office
19400 Hartmann Road
Hidden Valley Lake, CA

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) DISCUSS: Local Hazard Mitigation Plan Grant & it's potential for this District
- 6) PUBLIC COMMENT
- 7) COMMITTEE MEMBER COMMENT
- 8) ITEMS FOR NEXT AGENDA
- 9) ADJOURNMENT

Public records are available upon request. Board Packets are posted on our website at www.hvllcsd.org/Meetings.

In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting please contact the District Office at 987-9201 at least 48 hours prior to the scheduled meeting.

Public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.

Subapplication Excerpt



TOTAL PLANNING DURATION (INCLUDING CLOSE-OUT) CANNOT EXCEED A 36 MONTH PERIOD OF PERFORMANCE (POP).

#	DESCRIPTION	TIMEFRAME
1.	Subapplication development and submission	.5 month
2.	Consultant selection via RFP	2 months
3.	Public Outreach	3 months
4.	Build a team	1 month
5.	Identify hazards	1 month
6.	Vulnerability assessment	1 month
7.	Set goals	.5 months
8.	Review possible activities	1 month
9.	Implementation strategy	2 months
10.	Implement, evaluate, revise	1 month
11.	STANDARD VALUE (DO NOT CHANGE) Cal OES/FEMA Review/Revisions	6 months
12.	Local Plan Adoption	2 months
13.	STANDARD VALUE (DO NOT CHANGE) Grant Close-out	3 months
TOTAL MONTHS:		24 months

Schedule of Tasks Excerpt

		2018	2018	2018	2018	2018	2019
Category	Project Tasks	August	September	October	November	December	January
Planning	Subapplication development & submission						
Planning	Consultant selection via RFP						
Planning	Public Outreach						
Planning	Build a team						
Risk Assessment	Identify hazards						
Risk Assessment	Vulnerability assessment						
Mitigation Strategy	Set goals						
Mitigation Strategy	Review possible activities						
Mitigation Strategy	Implementation strategy						
Plan Maintenance	Implement, evaluate, revise						
Standard Value	CalOES/FEMA review/Revisions						
Plan Maintenance	Local Plan Adoption						
Standard Value	Grant Close-out						
Category		Meetings					
Planning	RFP Selection						
Planning	Team kickoff						
Risk Assessment	Team workshop						
Mitigation Strategy	Team workshop						
Plan Maintenance	Board of Directors meeting						
Plan Maintenance	Board of Directors meeting						

Cost Estimate Narrative Excerpt

Task 1 Subapplication development – The current total for actual subapplication development time is 55 hours. Additional hours have been added to account for question/revision activity with CalOES/FEMA (60 hours).

Task 2 Consultant selection – The General Manager, Administrative Assistant, and Water Resources Specialist all contribute to the total of 51 hours dedicated to consultant selection. Specifically, a Request For Proposal (RFP) will be written by the Water Resources Specialist (34 hours). The Administrative Assistant will help with editing and revision requests, as well as scheduling and publicly noticing the Board of Directors (BOD) agenda and packet items relating to the RFP (12 hours). The General Manager will also review and edit the RFP, as well as present and champion the RFP at the BOD meeting (5 hours).

Task 3 Public Outreach – The consulting agency that is awarded the contract will bring expertise and tools for outreach. Over the course of 3 months, coordination of 3 publicly noticed BOD meetings, 1 or 2 town-hall meetings, website publications, direct mailings will utilize the Project Manager (18 hours) and Lead Planner's (24 hours) time. Targeted outreach to key stakeholders will take place as needed. The Administrative Assistant will publicly notice and document BOD meetings (12 hours), Water Resources Specialist will coordinate and help document all outreach sessions, and represent HVLCSD at all venues (24 hours). CivicSpark Fellows will provide information and represent HVLCSD at all venues (2 ppl, 28 hours each).

Task 4 Build a Team – Once the public outreach activity is completed, and clarification has been made to all interested parties, the team building process begins. The Project Manager and Lead Planner will finalize this team, but also lead the kickoff meeting (20 hours, 40 hours, resp.). A key component of the team building exercise is the identification of resources and data led by the expertise of the consulting agency. The Water Resources Specialist (35 hours), Full Charge Bookkeeper (17 hours), and CivicSpark Fellows (2 ppl, 18 hours each) will assist in identifying resources requested by the consultants, and gathering the necessary data from those resources.

Cost Estimate Spreadsheet

Figure 1.

HMGP Cost Estimate Spreadsheet					
DATE	JURSDICTION NAME	DISASTER & PROJECT OR PLANNING #	PROJECT OR PLANNING TITLE		
9/4/2018	Hidden Valley Lake Community Services District	DR-4344-0512	HVLCSO LHMP		
#	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total
1	Pre-Award Costs: Subapplication development&	60	HR	\$ 58.00	\$ 3,480
2	Consultant selection	51	HR	\$ 60.00	\$ 3,060
3	Public Outreach	134	HR	\$ 62.00	\$ 8,308
4	Build a team	148	HR	\$ 76.00	\$ 11,248
5	Identify Hazards	120	HR	\$ 101.00	\$ 12,120
6	Vulnerability Assessment	220	HR	\$ 101.00	\$ 22,220
7	Set goals	100	HR	\$ 109.00	\$ 10,900
8	Review possible activities	120	HR	\$ 107.00	\$ 12,840
9	Implementation Strategy	430	HR	\$ 104.00	\$ 44,720
10	Implement, evaluate, revise	125	HR	\$ 91.00	\$ 11,375
11	CalOES/FEMA Review/Revisions	65	HR	\$ 85.00	\$ 5,525
12	Local Plan Adoption	25	HR	\$ 71.00	\$ 1,775
13	Grant close-out	35	HR	\$ 71.00	\$ 2,485
14					\$ -
Total Project Cost Estimate:					\$ 150,056

Cost Estimate Spreadsheet

Figure 2.

	In-kind administration and participation						Consultants				
Pre-Award Costs: Subapplication development&submission					Alyssa	\$2,320.00					
Consultant selection	Kirk	\$ 540.00	Penny	\$ 540.00	Alyssa	\$1,972.00					\$ 59.84
Public Outreach			Penny	\$ 540.00	Alyssa	\$1,392.00	Fellows	\$ 840.00	Consultants	\$ 5,580.00	\$ 62.33
Build a team			Fellows	\$ 540.00	Alyssa	\$2,030.00	Trish	\$ 901.00	Consultants	\$ 7,800.00	\$ 76.16
Identify Hazards					Alyssa	\$1,160.00			Consultants	\$ 11,000.00	\$ 101.33
Vulnerability asesment					Alyssa	\$2,320.00	Trish	\$ 530.00	Consultants	\$ 19,400.00	\$ 101.14
Set goals	Kirk	\$1,080.00			Alyssa	\$1,160.00			Consultants	\$ 8,700.00	\$ 109.40
Review possible activities					Alyssa	\$1,740.00			Consultants	\$ 11,100.00	\$ 107.00
Implementation strategy					Alyssa	\$3,480.00			Consultants	\$ 41,100.00	\$ 103.67
Implement, evaluate, revise					Alyssa	\$3,480.00			Consultants	\$ 7,950.00	\$ 91.44
CalOES/FEMA Review/Revisions					Alyssa	\$1,740.00			Consultants	\$ 3,800.00	\$ 85.23
Local plan adoption	Kirk	\$ 324.00	Penny	\$ 225.00	Alyssa	\$ 232.00	Fellows	\$ 90.00	Consultants	\$ 900.00	\$ 70.84
Grant close-out					Alyssa	\$1,740.00			Consultants	\$ 750.00	\$ 71.14
							Total In-kind	\$30,916.00	Total Consultant	\$ 118,080.00	



**REQUEST FOR PROPOSALS TO DEVELOP THE DISTRICT'S
HAZARD MITIGATION PLAN**

Release date:10/22/2018

Deadline for Submission: 2PM PST November 5, 2018

Hidden Valley Lake Community Services District
Attn: Alyssa Gordon, Water Resources Specialist
19400 Hartmann Road
Hidden Valley Lake, CA 95467
Telephone: (707) 987-9201
Email: agordon@hvlsd.org

REQUEST FOR PROPOSALS

I. OBJECTIVE

The District is seeking written proposals from consulting firms to develop the District's Local Hazard Mitigation Plan (LHMP). The LHMP will include all elements required by the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (CalOES). Completion of the LHMP shall result in formal approval of the document by CalOES and FEMA.

II. PLAN REQUIREMENTS

The Local Hazard Mitigation Plan (LHMP) shall be in compliance with the following laws and requirements:

- a) The Disaster Mitigation Act of 2000 and Title 44 Code of Federal Regulations (CFR) §201.6, as outlined in FEMA's Local Mitigation Planning Handbook, published March 1, 2013.
- b) FEMA's Local Mitigation Plan Review Guide, published on October 1, 2011.
- c) Analysis of potential impacts and mitigation measures related to climate change for compliance with Senate Bill (SB) 379.
- d) Flood Mitigation Assistance (FMA)
- e) Community Rating System (CRS)

III. TENTATIVE SCHEDULE OF EVENTS

The anticipated project timeline is as follows:

• Release of RFP	October 22, 2018
• Proposals are Due	November 5, 2018
• Proposal Evaluation	November 6, 2018
• Contract Execution/Notice to Proceed	November 20, 2018
• Kick-off Meeting	November 21, 2018
• Final Draft Plan	April 16, 2019
• Public Meeting	May 21, 2019
• LHMP submittal to CalOES/FEMA	May 22, 2019
• Board Presentation and Approval	October 15, 2019

Once the notice to proceed has been issued, staff has targeted a completion date of May 21, 2019. The District's intention is to submit the LHMP to CalOES/FEMA immediately subsequent to its completion, to allow six months of review. Minor adjustments to this schedule may be possible, but it is imperative that the District's LHMP and all CalOES/FEMA timelines are met, as not to delay future mitigation projects.

IV. SCOPE OF SERVICES AND DELIVERABLES

The consultant will develop a Local Hazard Mitigation Plan. Duties include the following, and any other duties that might be necessary to complete the scope of services.

- a) Gather and analyze necessary data.
- b) Attend a kick-off meeting with staff and working group meetings throughout the duration of the project.
- c) Prepare public notices and other materials for Board of Directors consideration and approval of the plans.
- d) Attend up to three Board of Directors meetings, normally held on the third Tuesday of each month at 7:00 p.m.
- e) Prepare and provide draft versions of the LHMP to the District for review.
- f) Submit the LHMP to the California Office of Emergency Services (Cal OES) and FEMA for review.
- g) Facilitate public meetings focusing on educating the public on the LHMP development process and identify community concerns. The consultant shall provide content to post on the Districts website and social media platforms. When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant.
- h) The final deliverable will be a final LHMP approved by CalOES and FEMA. The consultant is responsible for completing all revisions and addressing all comments issued by CalOES and FEMA until final approval is received from these agencies.

The final scope of services will be based on the consultant's approach to the project and will be negotiated with the firm selected and will be included in the professional services agreement with the District.

V. PROJECT COST

Consulting firms should include a detailed project budget for the scope of services.

The preparation of the LHMP will be managed by the District. Subject to negotiation of a final agreement, it is anticipated that payments will be tied to task completion increments or other milestones.

VI. PROPOSAL REQUIREMENTS

Responses to this RFP must include all of the following:

1. Introduction. The proposal shall include a brief introduction describing the firm and principal's professional history including the firm's level of expertise in preparing LHMP's, ability to analyze and present information in an organized format, and familiarity with public input processes and experience in handling presentation and dissemination of public information for review/comment. The introduction should also include the following additional information:
 - a) Name of proposer, address, telephone number of main office and any branch office that will be involved in any way with the services provided.
 - b) Size of the organization and a breakdown of employees by discipline.

c) Include the name, title and address of the individual in your firm with the authority to negotiate contracts with the District.

2. Project Personnel and Management. Clearly describe the staff and proposed project team that will be providing services to the District and include the names of the Project Manager and all lead and professional support personnel. The following information shall be furnished for each member of the proposed project team:

- a) Education;
- b) Professional Affiliations;
- c) Any professional licenses or certifications (e.g., GEM);
- d) Qualifications and relevant experience with similar projects; please list any California projects in the last 3 years.
- e) A description of the responsibilities the individual will assume on the project.

This section shall also include information about the availability of all professional staff who will be involved with the project. If the proposal involves a joint venture or subcontractors, identify the firm(s) and describe related experience working on a multi-firm team.

3. Experience. The proposal shall provide the following information on at least two similar projects to verify relevant experience:

- a) Name of client;
- b) Project title and address;
- c) Name and telephone number of contact person of client;
- d) Name of Project Manager(s);
- e) Project description;
- f) Amount of original contract amount and actual fees paid by client; and
- g) Actual time to complete the process (from contract award to document completion).

All information provided by the proposer will be subject to verification by the District.

4. Scope of Work. The proposal shall include a statement regarding the anticipated approach for this project and a scope of work outlining and describing main tasks and work products. This section must also include:

- a) Identification of any information, materials, and/or work assistance required from the District for this project.
- b) Detailed project schedule, including the timing of each work task.

5. Project Cost. The proposal shall include the anticipated project cost, including:

- a) A not-to-exceed total budget amount.
- b) The cost for each major sub-task identified in the scope of work.
- c) The hourly rates for each person who will be involved in the work.

The proposal shall indicate the method(s) the proposer will use to control project costs and maintain timelines, and shall demonstrate via past performance its ability to control costs and timelines.

VII. EVALUATION CRITERIA AND SELECTION PROCESS

Firms will be selected for further consideration and possible follow-up interviews based on the following criteria:

- a) Relevant work experience
- b) Completeness of the proposal
- c) Overall project approach
- d) Qualification of key project team members
- e) Proposed project cost

Following the selection of the most qualified firm, a final professional services agreement including budget, schedule and final Scope of Services will be negotiated before execution of the agreement.

The District shall attempt to negotiate an agreement to perform the work with the proposer considered to be the most qualified. Should the District be unable to negotiate a satisfactory agreement with the proposer determined to be most qualified, at a price the District determines to be fair and reasonable, negotiations with that proposer will be formally terminated. The District shall then undertake negotiations with the next qualified proposers individually until an agreement is reached.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit District employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

The District reserves the right to reject any or all proposals, to modify the RFP, or to cancel the RFP.

VIII. SUBMISSION REQUIREMENTS

One electronic copy in pdf format of the proposal must be received no later than 2:00 p.m. on Monday, November 5, 2018. Hard copies are not required. Proposals should be submitted via email to:

Alyssa Gordon, Water Resources Specialist
agordon@hvlcsd.org

Questions about the proposal may be directed to Alyssa Gordon at 707-987-9201, or agordon@hvlcsd.org

Other Requirements:

1. The proposal shall be signed by an authorized official of your firm.
2. The District reserves the right to reject any and all proposals.
3. The terms and scope of the contract will be finalized as a result of professional negotiations between the District and the Consultant. If the District and the Consultant fail to reach a contractual agreement, the District may renegotiate with any other top selected Consultant.

IX. LIMITATIONS

1. All reports and pertinent data or materials shall become the sole property of the District and may not be reproduced without the explicit written permission of the District.
2. No compilation, tabulation, syntheses or analysis of data, nor definition, opinions, etc., should be anticipated by the proposer from the District, unless volunteered by a responsible official of that agency. Good business practice, such as formal letters of request, and making of appointments, should be followed.
3. The Request for Proposals does not commit the District to award a contract, to pay any costs incurred in preparation of the proposal or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the District to do so. The District may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

EXHIBITS

District Professional Services Agreement Template

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR HAZARD MITIGATION CONSULTING SERVICES**

This Agreement is made and entered into this _____ day of _____, 20____, by and between HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT (hereinafter "**DISTRICT**"), and _____, a limited liability company authorized to do business in California (hereinafter "**CONTRACTOR**"), and that certain "Agreement for Professional Services for Hazard Mitigation Consulting Services" entered into by and between the **DISTRICT** and **CONTRACTOR** on November 20, 2018.

RECITALS

WHEREAS, the Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) requires local governments to develop and adopt pre-disaster mitigation plans in order to minimize property damage and the risk to public health and safety of a natural or man-made disaster. A Federal Emergency Management Agency (FEMA)-approved plan makes the **DISTRICT** eligible for FEMA Pre-Disaster Mitigation and Hazard Mitigation Grant programs. The plan assesses risk and vulnerabilities and identifies and prioritizes mitigation projects. ~~FEMA requires the plan to be updated every five years to maintain eligibility for grants; and~~

WHEREAS, **CONTRACTOR** is qualified to produce a California Office of Emergency Services (CAL OES)/FEMA-approved plan for the **DISTRICT**;

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. **DISTRICT'S Project Manager**. The Water Resources Specialist is hereby designated the PROJECT MANAGER for the **DISTRICT**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director**. **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. _____ is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **DISTRICT** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform the duties and/or provide services as detailed in the "HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT'S LHMP: Project Understanding, Approach, and Scope of Services" included in **CONTRACTOR'S** Proposal dated November 5, 2018, attached hereto as Exhibit "A" and incorporated herein by reference, as well as the "Additional Scope Items" detailed in **CONTRACTOR'S** "LHMP Scope Additions and Revised Budget" dated xxxxxx, attached hereto as Exhibit "B" and incorporated herein by reference.

3. DUTIES OF DISTRICT.

DISTRICT shall pay the compensation as provided in Paragraph 4, and perform the duties as detailed in the "HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT LHMP: Project Understanding, Approach, and Scope of Services" included in Exhibit "A" hereto and in the "Additional Scope Items" set forth in Exhibit "B" hereto.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **DISTRICT** shall pay **CONTRACTOR** as detailed in the "Proposed Revised Budget" included in Exhibit "B" hereto, with the total compensation under this Amended and Restated Agreement not to exceed **xxxxxx Thousand Dollars (\$xx,xxx)**, including all fees and expenses.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of the original Agreement shall become effective upon the date of its execution, November 20, 2018 and extend through the term of October 15, 2019. Upon mutual agreement of the parties, and subject to the approval of the Board of Directors of HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT, the term of this Agreement may be further extended for an additional period of up to six (6) months.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **DISTRICT** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR'S** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **DISTRICT** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **DISTRICT**. **DISTRICT** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **DISTRICT**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection

with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **DISTRICT** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **DISTRICT**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR'S** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **DISTRICT** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both **CONTRACTOR** and **DISTRICT** against all liability for injuries to **CONTRACTOR'S** officers and employees. **CONTRACTOR'S** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **DISTRICT**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the **DISTRICT**, its officers, agents, employees, and volunteers, as additionally named insureds (for ongoing operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be primary with respect to any insurance or coverage maintained by **DISTRICT** and shall not call upon **DISTRICT'S** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. The insurance policies shall be specifically endorsed to provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to the PROJECT MANAGER.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **DISTRICT** (if agreed to in a written contract or agreement) before **DSITRICT** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. **Deductibles and SIR'S.** Any deductibles or self-insured retentions in **CONTRACTOR'S** insurance policies must be declared to and approved by the PROJECT MANAGER and District Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **DISTRICT** or other additional insured party. At **DISTRICT'S** option, the deductibles or self-insured retentions with respect to **DISTRICT** shall be reduced or eliminated to **DISTRICT'S** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **DISTRICT'S** Attorney all of the following: (1) **Certificates of Insurance** evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **DISTRICT** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the District Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **DISTRICT**, and hold harmless **DISTRICT**, its officers, agents, employees and volunteers (collectively, the "**District's Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of

any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR'S obligations** apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **District Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **District Indemnitees**, the **CONTRACTOR'S** indemnification obligation shall be reduced in proportion to the **District's Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR'S** work or work product by the **DISTRICT** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **District Indemnitees** or at **DISTRICT'S option reimburse the District Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.**

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the **District Indemnitees** from and against any CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **CONTRACTOR** in the performance of its duties and obligations under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such CLAIM which is caused by the sole negligence or willful misconduct of **DISTRICT**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **DISTRICT**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

DISTRICT and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **DISTRICT'S** Project Manager:

Hidden Valley Lake Community Services District

19400 Hartmann Road

Hidden Valley Lake, Ca. 95467