SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors **AGENDA NO. V-C**

FROM: Ed Fortner, General Manager

Meeting Date: July 2, 2020

SUBJECT: Local Hazard Mitigation Plan Contract Discussion and Approval

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RECOMMENDED ACTION: Receive report from the General Manager. Discussion and Approval of a Local Hazard Mitigation Plan Contract by Resolution 20-16.

FISCAL IMPACT: $30,074

DISCUSSION:

The District has budgeted $30,000 for a Local Hazard Mitigation (LHMP) to help the District qualify for FEMA grants. The General Manager has worked with Harris and Associates in my time with Paradise Irrigation District after the Camp Fire. Harris helped PID through the FEMA process. The firm has a strong reputation and is well recommended. The timeline for the work completion is April 2021. The report and recommendations will tentatively be presented to the Board at the May 2021 meeting for discussion. A contract for the LHMP project has been developed and will be signed by the GM. A draft resolution is included for the review and approval of the selected LHMP specialist and contract at the tonight's Board meeting.

RESOLUTION 20-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING THE CONTRACT FOR PROFESSIONAL SERVICES FOR A LOCAL HAZARD MITIGATION PLAN WITH HARRIS AND ASSOCIATES AND AUTHORIZING THE GENERAL MANAGER TO SIGN

WHEREAS, Sweetwater Springs Water District has contracted with Harris and Associates for a Local Hazard Mitigation Plan (LHMP) for Sweetwater Springs Water District; and

WHEREAS, the District wishes to use the LHMP to qualify for FEMA Grant opportunities; and

WHEREAS, Harris and Associates is the best placed professional services company to provide the services for this project; and

WHEREAS, Harris and Associates has submitted a proposal for these services attached as Exhibit A; and

WHEREAS, staff has reviewed this proposal and finds it fair and complete; and

WHEREAS, District Council has reviewed and approved the agreement

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Agreement for Professional Services for a Local Hazard Mitigation Plan with Harris and Associates, a copy of which is attached hereto as Exhibit A, is hereby approved in the sum of $30,074; and

2. The General Manager is authorized to execute said Agreement on behalf of the District.

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on , 2020, by the following vote:

Director	Aye	No
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

_____ _____

Richard Holmer
President of the Board of Directors

_____
Attest: Julie A. Kenny
Clerk of the Board of Directors

Harris & Associates

June 22, 2020

Mr. Ed Fortner
Sweetwater Springs Water District
17081 Hwy. 116
Guerneville, CA 95446

PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES FOR THE PREPARATION OF THE SWEETWATER SPRINGS WATER DISTRICT LOCAL HAZARD MITIGATION PLAN

Dear Mr. Fortner,

Harris & Associates (Harris) recognizes that advanced planning is important in reducing risks associated with natural disasters to critical infrastructure that our communities rely on. The Harris team is prepared to prepare a Local Hazard Mitigation Plan (LHMP) for the Sweetwater Springs Water District (District). We are eager to work with the District and we offer the following benefits:

A Streamlined Process. The Harris Team is prepared to deliver an efficiently-prepared Plan for FEMA approval. This will enable the District to apply for grants that require a Mitigation Plan in 2021, including the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) Grant Program (which is being replaced by the Building Resilient Infrastructure and Communities (BRIC) Grant Program, and the Flood Mitigation Assistance (FMA) Grant Program.

An Integrated Risk Management Approach. Project Manager Eric Vaughan has over 10 years of experience leading integrated teams of engineers, planners, and analysts assessing and managing the risk of utility infrastructure. He has managed risk and resilience projects for jurisdictions and special districts and agencies throughout California to develop implementation plans that feature robust program controls, information systems, financial strategies, and inclusive stakeholder engagement elements that all align to meet risk reduction goals and priorities over time.

Comprehensive Knowledge of FEMA and Cal OES Programs and LHMP Experience. The Harris team features a highly experienced senior planner in Wendy Boemecke. Wendy is a true expert in hazard mitigation planning. She has worked with hundreds of local jurisdictions to prepare FEMA compliant Hazard Mitigation Plans. She brings over 20 years of experience (18 years with Cal OES and 13 years of mitigation planning). Wendy's breadth of experience, coupled with her extensive network within Cal OES and FEMA, affords her a unique ability to deliver a process that is properly resourced, prepared, and reviewed to support the District's goals for this project. The Harris team understands how to conform to Hazard Mitigation Planning Grant requirements, develop a clear and robust spatial risk analysis, and secure a speedy approval with minimal requests for additional information.

We look forward to collaborating with you to provide innovative solutions that will ultimately protect and improve the quality of life for future generations.

Sincerely,

Harris & Associates, Inc.

Michael McCormick
Division President, Strategic Advisory Services
925-499-3505 ● MichaelMcCormick@WeAreHarris.com

KEY PERSONNEL

Brief introductions of our key personnel are listed on the following pages. Full resumes for our team can be found in the appendix of this proposal.

Project Manager, Eric Vaughan – Eric brings a proven track record of success to the team, working with a broad range of special districts, utilities, and municipalities. Most recently, he has been leading the development of the Hazard Mitigation Plan for the City of Watsonville. It is critical that the District's LHMP includes a robust implementation plan, one that responds to current risk such as flooding and is supported by realistic funding options. This is what Eric is passionate about. He is on the team to help the District put in place an effective plan for achieving real progress against its hazard mitigation goals. Eric brings a big-picture perspective to make sure that program controls, information systems, financial strategies, and stakeholder engagement all align to meet the County's hazard mitigation goals and priorities over time. He will be drawing from his hazard mitigation planning work with the Cities Watsonville and Long Beach and the Counties of Sacramento, Marin, and Calaveras.

Principal-In-Charge, Michael McCormick – A leader and problem solver with an extensive background in planning, hazard mitigation, climate change, and sustainability, Michael brings his breadth and depth of experience, along with deep relationships across the landscape of stakeholders, reviewers, and regulators to this project. Michael joined Harris from the Governor's Office of Planning and Research where he was the Senior Planning Advisor, where he worked with the administration, legislature, California Air Resources Board, California Natural Resources Agency, and Cal OES to author guidance related to climate change, including as a lead author of the General Plan Guidelines, including the Safety Element, which includes guidance on connecting local planning initiatives to local hazard mitigation plans and new mandates on climate adaptation and resilience, as part of the State Hazard Mitigation Team, and various other local focused initiatives.

Senior Planner, Wendy Boemecke – Wendy is a true expert in hazard mitigation planning. She has worked with hundreds of local jurisdictions to prepare compliant LHMPs, most recently as the Lead Planner for the development of Watsonville's LHMP. With over 30 years of experience (18 years with Cal OES and 13 years of mitigation planning), Wendy has reviewed and contributed to over 300 different types of LHMPs. She has supported dozens of FEMA disaster recovery projects (alternate projects, improved projects, and change in scope of work) for environmental and historical (NEPA/CEQA) compliance. While coordinating with local government, consultants, special districts, and school districts, Wendy facilitated development of required plans in compliance with FEMA. Wendy also provided specific training to local government and other entities on the LHMP process.

Hazard & Risk Analyst, Carolyn Yvellez – Carolyn is passionate about building community resilience. She is proficient in the tools that will enable the District to fully assess its vulnerability to existing and consider potential future hazards due to climate change. She brings advanced analytic ability in geospatial and statistical methods. For the City of Watsonville, she recently employed ArcGIS and Hazus to estimate potential losses and impacts from the City's hazards of concern. She is also proficient in using the State's tools, Myplan and Myhazards as well as incorporating key sources of data such as FEMA FIRM maps, CALFIRE FRAP data, CASIL, and Cal-adapt, among others. She is also experienced in interpreting climate change models and assessing the resulting potential impacts.

GIS Analyst, Randy Deodat – Randy brings over eight years of experience with geographic information systems. He works extensively in database design and management, with Global Positioning System (GPS), and with GIS customization using Python coding and provides GIS support for mobile software integration, spatial analysis, and other online web map and mobile applications for a range of diverse projects. Randy is the GIS Analyst for the City of Watsonville LHMP and develops map templates and geo-spatial data management systems for hazard and vulnerability data layers using ArcGIS. Randy's technical training includes GIS-related software such as ArcMap 9.X and 10.X, ArcCatalog 9.X and 10.X, ArcPad 8.0 in Trimble GeoXH GPS, Trimple GPS Pathfinder, Urban Footprint, Google Earth Engine, and other ArcGIS applications including Explorer, Portal, Survey123, and Dashboards.

SCOPE OF WORK

The scope of work for updating the District's LHMP includes establishing the planning process, conducting a risk assessment, developing a prioritized set of mitigation strategies, preparing an implementation plan, and facilitating a smooth review and adoption process. The Harris team will build on the District's previous planning efforts and incorporate how the District's operations have evolved over time in terms of risk and development. Each of these steps ad associated deliverables will be conducted in accordance with the District's stated goals, as well as relevant local, State, and Federal requirements, resulting in a FEMA approved LHMP. The details, task leads, and deliverables for each step in the process are described in this section.

Task 1: Planning Process

The purpose of this task is to lay the groundwork for a successful planning process. The Harris Team will accomplish this by identifying key stakeholders and planning participants, establishing documentation procedures, and collecting existing and relevant information.

Task 1.1: Project Management

Following a Notice to Proceed, Eric Vaughan will work with Carolyn Yvellez to set up the project management process, including reporting and communication protocols. Eric and Carolyn will meet regularly to ensure the planning process is meeting key milestones and is completed on time and within budget. Eric will facilitate a virtual pre-meeting with the Project Manager, so that the process is effectively resourced. The purpose of the pre-meeting will be to:

- Review and provide information about the LHMP process
- Establish documentation protocols that are required for Cal OES and FEMA approval
- Identify required participants for the LHMP to comply with FEMA requirements
- Communicate and send invitations to key stakeholders and the Public to participate in the LHMP, and
- Determine a kick-off meeting date and discuss scheduling of LHMP meetings to comply with FEMA requirements

Task 1.2: Planning Committee Meetings and Public Engagement

Following the pre-meeting, Eric will collaborate with the Project Manager to organize the LHMP Planning Committee with stakeholders and identified subject-matter experts. Harris will facilitate three virtual meetings with the Planning Committee. Electronic copies of meeting materials and draft deliverables will be provided to the Project Manager in advance of conference call meetings.

- Planning Committee Meeting #1: Kick-off and Hazard Identification Meeting. Eric will facilitate a kick-off meeting that will include a discussion of project purpose, process, goals, individual roles, timeline, key background information and data-requests, and relevant hazards to consider in the plan.
- Planning Committee Meeting #2: Risk Assessment. Eric, with support from Carolyn, will solicit input on components of the risk assessment, including the types of critical infrastructure in hazard-prone areas.
- Public Workshop #1: Eric will facilitate a virtual workshop that is open to the public to solicit input on the risk assessment, mitigation goals, and the mitigation priorities.

- Planning Committee Meeting #3: Mitigation Action Prioritization. Eric, with support from Wendy, will solicit input and feedback on the selection of mitigation actions and lead the group in corresponding prioritization exercise.
- Public Workshop #2: Eric will facilitate a virtual workshop that is open to the public to solicit input on the first full draft of the Plan.

Task 1.3: Review and Incorporation

The Harris team will collect and review existing planning documents including regional and State plans (i.e. California State Hazard Mitigation Plan) and District plans (i.e. Capital Improvement Plans), technical reports, and studies and compile a list of existing goals to seek alignment with ongoing efforts.

Task 1 Deliverable(s):

- Invitation, agenda, presentation, meeting minutes, attendance sheet for each meeting

Task 2: Hazard Identification and Risk Assessment

The purpose of this task is to provide an analysis of how specific locations, assets, and facilities are vulnerable to prevalent hazards. The risk assessment is comprised of two primary steps: hazard analysis and risk assessment. Since risk exposure will vary across the District, the assessment will have geospatial and economic analyses that articulate the differential nature of vulnerability. The assessment will incorporate information and data obtained from the District.

Task 2.1: Assess Hazards

Eric will collaborate with the Project Manager and the Planning Committee to review the proposed set of hazards of concern. Carolyn, with support from Randy Deodat, will prepare profiles for each of the identified hazards, including a description of their spatial extents (hazard maps), severity and magnitude, potential impacts, previous occurrences, and probability of future events. Using the best available science, Carolyn will discuss the amplifying impacts of climate change on natural hazards. The hazard profiles will each include a specific description of changes in its characteristics such as extent, severity, and frequency resulting from climate change.

Task 2.2: Risk Assessment

With support from Wendy Boemecke and Eric, Carolyn will conduct a risk assessment with respect to the selected hazards for the District's critical infrastructure and operations. The risk assessment includes two steps:

Step 1: Review and update District assets.

Eric, with support from Carolyn, will work with the Project Manager to review and identify key assets. Based on data availability, the team will identify:

- Number, types, and values of existing infrastructure and facilities in the planning area and in mapped hazard areas, based on GIS analysis
- Economic impact of potential losses
- Proposed development/structures in identified hazard areas

Step 2: Perform Risk Analysis
Carolyn, with support from Wendy, will evaluate hazard risks to District assets by estimating potential losses for identified hazards. Some hazards, including flooding and earthquakes, can be evaluated using the latest version of the FEMA Hazus tool, updated in May 2019. The non-Hazus hazards that are selected will be evaluated using GIS methods based on best practices. The Harris team will develop risk maps as communication tools to inform stakeholders. Carolyn will employ tools such as Cal-Adapt and MyPlan to assess risks associated with climate change. The results of the analysis will be summarized by a set of problem statements that articulate the specific forms of vulnerability to all identified hazards.

Task 2 Deliverable(s):

- Prioritized list of hazards and hazard profiles
- Hazus application analysis for flooding and earthquake risk
- Risk assessment for critical infrastructure and facilities
- Electronic initial draft of Element B: Hazard Identification and Risk Assessment and compiled supporting documentation

Task 3: Mitigation Strategy

The purpose of this task is to develop an action plan for mitigating the risks identified in Task 2. This critical step is rooted in the existing capabilities of the District. The Mitigation Strategy will be organized through a set of high-level goals that represent what the District aims to achieve through its LHMP.

Task 3.1: Goals

Eric, with support from Wendy, will collaborate with the Project Manager and Planning Committee to review and update as necessary the goals that represent the long-tern outcomes the County seeks to accomplish by implementing its mitigation strategies. The team will review existing planning documents collected in Task 1 and other recently completed LHMPs and compile a list of existing goals to seek alignment with ongoing efforts. The team will organize mitigation strategies in a way that encourages short- and long-term risk reduction and infrastructural and operational resilience.

Task 3.2: Mitigation Actions

Carolyn, with support from Eric and Wendy, will collaborate with the Project Manager and the Planning Committee to identify, organize, and characterize potential mitigation across the comprehensive range of hazards prioritized by the District in response to the vulnerability problem statements from the Risk Assessment. Hazard mitigation actions will be developed from existing capabilities and include new or improved capabilities where needed. Although the focus will be on reducing long-term risk and building resilience of the District, the Harris teal will also work with the Project Manager to identify shorter-term actions where appropriate. Mitigation actions will also be characterized in terms of potential co-benefits to more than one type of vulnerability or benefit. Mitigation actions will also be organized according to the Disaster Mitigation Act and FEMA categories, which include prevention, property protection, emergency services, structural projects, natural resources protection, and public information programs.

Task 3.2: Public Survey (Online)

The public needs to involve in the planning process. If there are no responses to public invitations to participate in public workshops, Carolyn will work with Eric to develop a survey that allows the public to

voice their preference on mitigation actions that protect water utility infrastructure from future risk. The survey can be posted on the District's website so the public can access the survey virtually.

Task 3.3: Action Plan

Eric will collaborate with the Project Manager and the Planning Committee to prioritize mitigation actions in terms of their overall benefit, ability to reduce risks and vulnerability for priority hazards, and support the District's hazard mitigation goals. The strategy will also identify the position, office, department, or agency responsible for implementing the mitigation action, identify potential funding sources and expected timing. Harris will develop a format to be used for the mitigation actions that are identified, so there will be consistency in the LHMP.

Task 3 Deliverable(s):

- List or relevant goals and objectives from existing plans
- Final set of goals for the LHMP
- Matrix of potential mitigation actions
- Online Survey
- Prioritized list of mitigation actions to be included in the LHMP
- Electronic files of draft Element C: Mitigation Strategy and supporting documentation

Task 4: Review and Adopt the Plan

The purpose of this task is to complete a full draft of the plan and submit to the necessary parties.

Task 4.1: Present Full Draft of Plan

The Harris Team will present the full LHMP draft to the Project Manager and the Planning Committee. The Harris Team will review all input and feedback and revise the LHMP according to direction provided by the Project Manager.

The Harris Team will work with the Project Manager to disseminate the draft plan through its webpage and social media channels for review. Harris staff will facilitate a public virtual workshop to solicit feedback on the full draft of the Plan.

Task 4.2: Incorporate Public Feedback and Plan Adoption

Carolyn will review all public input and prepare a revised draft of the LHMP. When complete, Wendy will submit a revised draft to Cal OES for review. The Harris team will communicate directly with Cal OES and work with the Project Manager to resolve any issues that arise during the review process. After incorporating any changes from the Cal OES review, the LHMP will be submitted to FEMA for review. The FEMA approved LHMP will finally need to be submitted to the Board of Directors for formal adoption.

Task 4 Deliverable(s):

- Electronic files of the full Public Review Draft
- Electronic files of the complete Cal OES Review Draft

PROJECT SCHEDULE

The Harris team understands the urgency for completing the LHMP in an expedited fashion. We are prepared to deliver an accelerated but thorough process. We propose the following timeline, which can be modified according to the preferences of the Project Manager.

	Key Tasks	**Meetings & Workshops**	**Key Milestones**
Month 1	• Pre-Meeting with Project Manager • Existing Document Review • Identify Required Participants • Invite Plan Participants • Establish Planning Committee • Document the Planning Process	Meeting #1	Fully Executed Professional Services Agreement
Month 2	• Assess Hazards of Concern • Identify and Review District Assets		Draft Element A: Planning Process
Month 3	Conduct Risk Assessment	Meeting #2	Draft Element B: Risk Assessment
Month 4	• Develop Mitigation Goals • Develop Online Survey • Prioritize Mitigation Actions • Develop Action Plan	Meeting #3 Public Workshop #1	Prioritized List of Mitigation Strategies
Month 5	Public Review of Plan	Public Workshop #2	Draft Element C: Mitigation Strategies Complete Full Public Review Draft
Month 6	Cal OES Review		Cal OES Review Draft
Month 7	FEMA Review		FEMA Review Draft
Month 8	Board Adoption		Approved and Adopted LHMP

COST PROPOSAL

The budget schedule below lists the hourly rates and hours for all our proposed personnel. Due to the efficiency of this highly skilled team, we commit to completing this project with a not-to-exceed total cost of $30,074.

	Project Manager	Senior Planner	Hazard & Risk Analyst	GIS Analyst	Cost
Hourly Rate	*$243*	*$208*	*$125*	*$145*	
Task 1: Planning process	14	9	25	0	$8,399
Task 2: Hazard Identification and Risk Assessment	4	4	62	6	$10,424
Task 3: Mitigation Strategy	10	10	36	0	$9,010
Task 4: Review & Adopt the Plan	2	6	8	0	$2,734
Totals	30	29	131	6	$30,567

APPENDIX A: RESUMES

Eric Vaughan

PROJECT MANAGER

Eric leads Harris & Associates' Risk + Resilience Team and brings over 10 years of experience managing large programs and projects for community benefit. He brings a big-picture perspective with the goal of instilling an action-minded and results-oriented focus on hazard mitigation and disaster recovery planning. Most recently, Eric has been working with several municipalities to develop hazard mitigation plans, identify hazard mitigation grants, and implement hazard mitigation projects. Eric incorporates his understanding of the disaster recovery context into his hazard mitigation planning support as well. He has supported disaster recovery efforts across the globe and most recently in California for the City of Sausalito and the Paradise Irrigation District.

RELEVANT EXPERIENCE

- **City of Watsonville**, *Local Hazard Mitigation Plan*. Project Manager. Harris is assisting the City with preparing a LHMP. Eric's role in the project is to lead all aspects of the planning process addresses priority risks and build resilience over time. Eric is responsible for managing the work-plan and budget and facilitating the planning meetings and public workshops.

  City of Watsonville, *America's Water Infrastructure Act Risk and Resilience Assessment.* Project Manager***.*** Harris is leading the Water Division's Risk and Resilience Assessment, which includes a full analysis of the natural and human-induced risks to the Division's critical infrastructure and systems. The assessment will incorporate the risks posed by climate change and its influence on the vulnerability of critical water infrastructure. Eric's role in the project is to provide overall leadership, serve as overall technical lead, and coordinate planning activities with Division staff in order to develop a robust implementation plan that addresses priority vulnerabilities and builds resilience of the Division's water service over time.

- **Calaveras County***, Emergency Management Services Staff Assistance*. Project Director. Harris is providing comprehensive, as-needed support to the County' Emergency Management Program. Services include: providing grant administration services; preparing applications for and securing additional priority hazard mitigation grant funds; coordinating public assistance; assessing the County's EOP plan and preparing an assessment of its emergency operations capabilities; and supporting the emergency response activities. Eric is responsible for organizing Harris staff support for specific work under this project, as well as quality assurance.

- **City of Sausalito**, *Post-Disaster Recovery Process for the Sausalito Boulevard/Crescent Avenue Mudslide of February 14, 2019*. Project Manager. Harris is providing comprehensive disaster recovery support, including construction management, technical studies and design work, and grant administration for FEMA and Cal OES Public Assistance in support of debris clean-up, street repairs, and restoration of utility services. Eric is responsible for overall project execution and effective coordination between design, construction management, and grant

administration. He is responsible for communicating progress with City Staff, City Council, and the public.

- **Paradise Irrigation District (PID***), Emergency Disaster Recovery Services*. Project Manager. In the wake of the Camp Fire, Eric led a Harris team that provided emergency staff augmentation services to the District. Under Eric's leadership, the team provided FEMA and Cal OES grant coordination and reimbursement assistance. With the team's support, PID was able to quickly secure emergency grant funds. The Harris Team is also assisting with the damage assessment, recovery project identification, and documentation including Disaster Survey Reports (Cal OES) and Public Assistance Project Worksheets (FEMA). The team provided initial strategic input into the recovery planning process for recovery of the water supply system. Eric's role in leading this project will benefits the District's LHMP implementation planning process to develop effective disaster response and recovery activities.

- **City of Berkeley**, *Development of Measure T1 Bond Policies and Procedures Manual*. Project Manager. Eric led this effort in which Harris developed detailed procedures for defining performance metrics and requirements for capital project evaluation, capital project evaluation and selection methods, including thorough public engagement, program management structuring, financial control standards, and reporting methods. These procedures and guidelines will confirm T1 proceeds will be spent in a manner that is consistent with City goals and the specific goals of the bond measure.

- ***County of Maui Department of Water Supply, HI, Strategic Plan, Phase 1.*** Scenario Planning Lead. The overall goal of the Project was to provide a road map for DWS to operate efficiently, engage with the community, and to integrate sustainable water management and policy that support the department's mission "To Provide Clean Water Efficiently". Eric developed and led DWS staff to select future scenarios of DWS operations under various levels of uncertainty related to climate change and future development. One of these scenarios was chosen as the road map for DWS by which investments will be evaluated against. Eric incorporated several multi-hazard risk and resilient issues, such as the aforementioned climate change, sea level rise, and growth/development into the visioning exercise to help DWS staff understand the factors to strategically plan against.

- **Citrus Heights Water District, CA, *Project 2030 Water Main Replacement Study, Senior Project Engineer.*** Eric provided high level perspectives and strategic advice to the Harris team centered on presenting technical results and options to the CAC, so that they are best prepared to make decisions on the main replacement options. Eric also led the demand forecast, which projected how changes in water use affect the way the District replaces and sizes water mains. Eric carried out a land-use based approach to estimate water demand for different types of residential, commercial, industrial, and public users by using digitally mapped data. This work included presenting the results of the study to the District's Community Action Committee (CAC).

Michael McCormick

PRINCIPAL-IN-CHARGE

Michael leads the Strategic Advisory Services Division of Harris & Associates. He has 20 years of experience across consulting, government, and the non-profit sectors, with experience at the local, State, Federal, and international level. Throughout his career, Michael has been an advisor to local, State and the Federal government. He also advises non-profits, philanthropies, academic institutions, and select private clients. He supports clients across the State as a trusted advisor on topics such as planning, political strategy, confidential strategy, strategic planning, hazard mitigation, environmental compliance, and resilience. Michael's focus is on developing teams and relationships that work to support programs and projects that have a lasting community benefit. He is a nationally known public speaker and has spoken at hundreds of workshops, trainings, and conferences on issues of planning, climate change, hazard mitigation, leadership, and organizational change.

RELEVANT EXPERIENCE

- **City of Watsonville,** *Local Hazard Mitigation Plan.* Principal-in-Charge. Harris is assisting the City with preparing a LHMP. Michael is the technical lead for integration of climate change and general plan related discussions into the LHMP. He is also supporting the development of language for the CEQA and general plan integration. He provides quality assurance/quality control and supports engagement with regulatory and advisory agencies, such as the California Office of Emergency Services and the Governor's Office of Planning and Research.

- **City of Sausalito,** *Post-Disaster Recovery Process for the Sausalito Boulevard/Crescent Avenue Mudslide of February 14, 2019*. Principal-in-Charge. Harris is providing comprehensive disaster recovery support, including construction management, technical studies and design work, and grant administration for FEMA and Cal OES Assistance in support of debris clean-up, street repairs, and restoration of utility services. Project staff provide end-to-end support to City staff in all aspects of the project, from procurement development to cost reimbursements. Michael supports the Harris Team to ensure company and subconsultant resources are allocated in an appropriate manner while providing the client with high level guidance, process strategy, and engagement with regulatory and advisory agencies.

- **State of California Governor's Office, Office of Planning and Research (OPR),** *Local Government and Land Use Lead.* Senior Planning Advisor. Michael was the principal land use and local initiatives staff serving the Governor and the Cabinet for long-range planning and research (OPR constitutes the comprehensive state planning agency).
    - Michael managed the effort for the 2018 General Plan Guidelines update cycle. He was also one of the leads for the 2017 update, which was a comprehensive re-write of the Guidelines. Michael managed the primary team and all of the sub-teams developing content for the update. He led engagement from interdisciplinary teams across State agencies, external NGOs, consulting firms, grants staff, and contracted assistance. The guidance documents and white papers generated served as the basis for the 2018 and

forthcoming updates. Most of these efforts include a public review process, response to comments, and both webinars and presentations in order to address the most critical issues, while not creating issues by offering solutions that don't fit the problems.

- Michael is the lead author on the authoritative guidance from the State of California on developing CEQA compliant "qualified" climate action plans (General Plan Guidelines, 2017, Chapter 8: Climate Change) and has advised hundreds of jurisdictions and special districts on how to address climate change.
- Michael is the lead author on the authoritative guidance from the State of California on integrating climate change adaptation in to General Plans, and the use of LHMPS to address new mandates from the State on climate change.

- **Executive Office of the President**, *Council on Environmental Quality 2014, Intergovernmental Detail.* Deputy Associate Director. Michael worked with the federal interagency to develop tools, resources, and programs to support community resilience and changes to federal guidelines to address emerging hazards and risk. He is one of the authors of the State, Local, and Tribal Leaders Task Force on Climate Preparedness and Resilience, focusing on how policies and action should support local initiatives to address risk and resilience.

- **Department of Commerce/NOAA***, Intergovernmental Detail 2015*. Policy Advisor to the Assistant Secretary for Conservation and Management. The office works closely with Congress, other agency leaders, partner organizations, and local communities to develop policies and take conservation and community resiliency actions to for their coastal and ocean stewardship and services. In this role, Michael led the development of the NOAA resilience strategy in 2015 and supported he development of the Climate Resilience Toolkit. He also worked to support the development of the Resilience AmeriCorps initiative and a variety of other issues across the federal interagency.

- **Consulting prior to joining Harris and Associates (2004- 2011)**, *Various Environmental Projects*. Division Manager, Climate Change and Sustainability Services. Michael served as the Division Manager of Climate Change and Sustainability Services for a consulting firm prior to joining OPR. He presented at hearings, workshops, and meetings to represent projects. Michael directed a team of ten staff and supported multiple cross-disciplinary staff from other teams to support a diverse project portfolio. While working on projects, Michael managed the development of dozens of greenhouse gas inventories, climate action plans, regional energy plans, and other plans and programs. He also managed and supported a wide variety of sustainability, general plan, zoning code, CEQA, NEPA, endangered species, renewable energy siting, contract staffing, and business development efforts.

Wendy Boemecke

SENIOR PLANNER

Wendy is a true expert in the Cal OES and FEMA hazard mitigation planning process. She has written and reviewed hundreds of LHMPs and helped mitigate the damage from some of California's most devastating fires, floods, and droughts for more than 33 years. With Cal OES, she reviewed and contributed to over 300 different Hazard Mitigation Plans, many of which include the CRS 10-step process. With an eye for detail, Wendy helps Harris' clients by coordinating with local governments, consultants, and special districts to achieve FEMA compliance for projects with many moving parts. She often works behind the scenes, providing technical assistance to agencies, reviewing NFIP regulations, and writing capabilities assessments. She provides training to local governments and other entities on the LHMP process. Her extensive familiarity with California executive orders, statutes, plans, and policies enables Wendy to effectively manage projects and support technical analyses that align with sometimes conflicting regulations. Having worked in mitigation planning for many years, Wendy has established a great working relationship with other planners in the mitigation section at FEMA and Cal OES. During her 15-year tenure at Cal OES, Wendy served on emergency response teams, task forces, and incident support teams, fulfilling leadership positions as well as logistical roles. Her experience also includes mapping out endangered species and FEMA 100-year floodplains, as well as identifying historical properties using state-of-the-art GIS equipment and best practices in the field.

RELEVANT EXPERIENCE

- **Calaveras County**, *Emergency Management Services Staff Assistance*. Senior Emergency Services Advisor. Harris is providing comprehensive, as-needed support to the County' Emergency Management Program. Services include: providing grant administration services; preparing applications for and securing additional priority grant funds; coordinating public assistance; assessing the County's EOP plan and preparing an assessment of its emergency operations capabilities; and supporting the emergency response activities. Wendy's responsibilities include use of the Cal OES crosswalk tool to review the County's EOP for compliance with Federal and State regulations. Wendy is also providing as-needed support for State and Federal grant administration services; preparing applications for and securing additional priority hazard mitigation grant funds; coordinating public assistance; preparing an assessment of the County's emergency operations capabilities; and supporting the emergency response activities.

- **City of Watsonville**, *Local Hazard Mitigation Plan*. Lead Planner. Wendy is responsible for guiding City staff through the development of a LHMP that is readily approved by Cal OES and FEMA and adopted by the City. Wendy's responsibilities include working closely with City staff and stakeholders through the LHMP's Steering and Planning Committees, developing content for public meetings, compiling the community's disaster history, reviewing planning documents and technical reports, and writing the LHMP. Wendy is also responsible for managing the overall content of the plan, with a focus on developing mitigation actions to address the flood, earthquake, and wildfire risks. Wendy is also providing support to ensure the LHMP's compliance with FEMA's CRS planning strategy for credit under the CRS program's Floodplain Management Planning activity.

- **San Joaquin County***, Local Hazard Mitigation Plan*. Lead Planner. Wendy was the Lead Planner in facilitating, updating, and providing technical assistance for the LHMP for San Joaquin County which was approved by FEMA and adopted by the County. Wendy also developed PowerPoint presentations and surveys for the County and helped facilitate town hall meetings on the LHMP process, identifying hazards, and mitigation actions. She also had the LHMP be in compliance with AB2140 and SB379.

- **County of Napa**, *Local Hazard Mitigation Plan 2009*. Reviewer. While Wendy worked at Cal OES, she was assigned to review the County's 2009 LHMP. The LHMP encompassed all natural hazards. Wendy worked with the County in order to make corrections for the plan and once those corrections were completed, she submitted the LHMP to FEMA.

- **San Joaquin County**, *Oak Grove Regional Park Cal OES/ FEMA Project Application*. Lead Planner. Wendy was the Lead Planner in developing the FEMA HMGP application and supporting documents for the San Joaquin County's Oak Grove Regional Park Project, which included the work necessary to repair the lake's embankment and protect nearby homes from the threat of flooding. Wendy's responsibilities included obtaining site survey, reviewing the scope of work, preparing the construction material quantities, preparing the Benefit Cost Analysis, and completing all required documentation for the HMGP application package reviewed by County staff and submitted to Cal OES for approval.

- **City and County of Napa**, *Regional Emergency Operations Center—2014 Napa Earthquake*. Cal OES Operations Section Chief. Wendy was the Regional Emergency Operations Center Operations Section Chief for the 2014 Napa earthquake. Wendy's responsibilities included review and approval of resources requested from the local agency Emergency Operations Centers, relaying critical information to the State Emergency Operations Center, and providing mission updates to field personnel.

- **City and County of Napa***, Local Assistance Center—2005 Napa Flood Event*. Cal OES Coordinator. Wendy was responsible for coordinating with local, State, and Federal agencies at the Local Assistance Center during the recovery phase of the 2005 Napa River flood event. Wendy demonstrated her breadth of disaster recovery knowledge by regularly substituting for agency personnel at all levels when their staff were not available. Wendy's responsibilities included participation in daily conferences regarding the IA program to report any problems or concerns with the aid offered to residents and business owners affected by the disaster. Wendy's responsibilities also included actively listening to the public's concerns and providing them with guidance to services, including counseling services, available to the community. Wendy also performed this function for Local Assistance Centers for various agencies throughout California, such as Ventura County, San Diego County, City of Santa Rosa, and City of Guerneville.

Carolyn Yvellez

HAZARD & RISK ANALYST

Carolyn has five years of experience as a risk analyst and climate adaptation professional. She is passionate about integrating resilience into hazard mitigation and investment decisions. Carolyn has excellent communication and consensus building skills and a demonstrated history of building capacity and improving efficiency within nonprofit and local government organizations. She brings advanced analytic proficiency to the team using geospatial and statistical methods. She is experienced in interpreting climate change projections and assessing the resulting potential impacts on people, structures, and natural systems. Carolyn employs interactive tools that enable stakeholders to manipulate data in order to inform their risk management and adaptation planning decisions. One of Carolyn's accomplishments has been developing an indicator framework to analyze the responses of the world's coastal cities most vulnerable to sea level rise, tropical cyclones, and storm surges.

RELEVANT EXPERIENCE

- **City of Watsonville,** *Local Hazard Mitigation Plan.* Hazards and Risk Analyst. Harris is assisting the City with preparing a LHMP. Carolyn performed the geo-spatial analyses, risk and vulnerability assessments for Hazards of Concern using ArcGIS and Hazus. She also projected climate impacts from Cal-Adapt and integrated climate adaptation measures into the local hazard mitigation planning process. Additionally, Carolyn is helping to identify funding strategies for risk reduction strategies.

- **South Bay Cities Council of Governments,** *Climate Adaptation Plan*. Project Manager. Carolyn managed the development of and wrote the South Bay's sub-regional climate adaptation plan. She conducted a technical risk assessment (involving geospatial and statistical analysis) of critical facilities and populations vulnerable to climate hazards. Carolyn also has experience synthesizing and communicating complex scientific reports to government officials.

- **Notre Dame Global Adaptation Initiative,** *Urban Adaptation Assessment (UAA).* Project Manager. Carolyn coordinated with visual design, communication, and web development teams to successfully create the UAA online interface, an innovative tool that helps U.S. cities assess their climate risks and readiness to adapt. She worked with statistical modelers to develop methodology for generating city risk and readiness scores. Carolyn authored the UAA Technical Document; which includes definitions, data sources, indicator justifications, and methodology. She launched and disseminated final UAA interface via online marketing, and in person to stakeholders in Puerto Rico.

- **City of South Bend**, *Department of Innovation,* Geographic Information Systems (GIS). Intern. Carolyn performed basic geocoding and database management for public works and transportation services.

Randy Deodat

GIS ANALYST

Randy is a Geographic Information Systems (GIS) Analyst with over 8 years of experience with geographic information sciences. He has worked extensively in database design and management, with Global Positioning System (GPS), and with GIS customization using Python coding and has provided GIS support for mobile software integration, spatial analysis, and online web map and mobile applications for a range of diverse projects. As the GIS lead on several large scale, fast-paced projects, he has developed mobile applications updates to use in the field, including compliance monitoring updates for solar farms, wind farms, and the California High-Speed Rail Project. He has also assisted in the preparation of biological technical reports (BTRs), environmental impacts reports (EIRs), initial study/mitigated negative declarations (IS/MNDs), and agency compliance submittals. Randy's technical training includes GIS-related software such as ArcMap 9.X and 10.X, ArcCatalog 9.X and 10.X, ArcPad 8.0 in Trimble GeoXH GPS, Trimble GPS Pathfinder, UrbanFootprint, Python, Google Earth Engine, Collector for ArcGIS, Explorer for ArcGIS, Portal for ArcGIS, ArcGIS Online, Survey123 for ArcGIS, Operational Dashboard for ArcGIS, and ArcGIS Enterprise, as well as Adobe InDesign.

Relevant Experience

- **City of Watsonville***, Local Hazard Mitigation Plan*. GIS Analyst. Harris is assisting the City with preparing a LHMP. Randy supported the Team's geo-spatial analyses, risk and vulnerability assessments for Hazards of Concern using ArcGIS. He developed map templates and geo-spatial data management systems for hazard and vulnerability data layers. He is also working with Carolyn to develop an on-line web-portal concept for the City.

- **City of Arvin**, *City of Arvin Sanitary Sewer Master Plan IS/MND*. GIS Analyst. The project includes improvements to approximately 54,771 linear feet of sanitary sewer pipeline and 257 manholes and comprises 17 individual capital improvement projects. Randy developed GIS mobile mapping capabilities for field data collection for project biologists, circumventing the need for in-field paper note-taking. For mitigation assessments, Randy performed spatial analysis to assess environmental impacts from project implementation.

- **City of Los Angeles**, *City of Los Angeles Public Safety Bond*. GIS Analyst. Harris & Associates is assisting with the preparation of planning document for a facilities plan for new or replacement fire and police facilities. Randy assisted with the planning of finding locations and space for facilities, spatially displaying where potential new facilities could be located, and visualizing replacement facilities on current City of Los Angeles-owned parcels for 24 sites.

- **City of Santee**, *Fanita Ranch Project Revised EIR.* Lead GIS Analyst. The project consists of the development of three distinct housing villages that include a range of amenities, services, and activities, as well as the restoration and preservation of sensitive habitat areas and the inclusion of a public trail system throughout open space areas. Randy ensured consistency across all project figures by using creative methods to modify existing figures to be consistent with the text and to make the figures more understandable to readers while maintaining data integrity.

AGREEMENT BETWEEN THE
SWEETWATER SPRINGS WATER DISTRICT AND
HARRIS & ASSOCIATES, INC.

LOCAL HAZARD MITIGATION PLAN

DATE: _____

PARTIES:	SSWD:	Sweetwater Springs Water District 17081 CA-116 Guerneville, CA 95446 Mailing Address: P.O. Box 48 Guerneville, CA 95446
	CONSULTANT:	Harris & Associates, Inc. 1401 Willow Pass Road, #500 Concord, CA 94520

The Parties agree as follows:

1. **Priority of Documents:**

   Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

   A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

   B. CONSULTANT'S Proposal dated June 22, 2020

2. **Scope of Professional Services:**

   CONSULTANT agrees to prepare a Local Hazard Mitigation Plan, as detailed in the Scope of Service ("Work"), attached hereto as Exhibit A.

3. **Term of Agreement:**

   This Agreement shall commence on the date of execution by the SSWD General Manager, and continue until April 30, 2021 , unless said work is completed on a date prior thereto or unless terminated earlier as provided herein. All Work required under this Agreement must be completed on or before the term of this Agreement expires.

4. **Compensation:**

A. SSWD agrees to pay CONSULTANT for Work actually performed in accordance with this Agreement. The compensation shall not exceed the amount of thirty thousand seventy-four dollars and zero cents ($30,074.00) for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

B. Where the Proposal provides for compensation on a time and materials basis, CONSULTANT must maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT will make such records available to SSWD during normal business hours upon reasonable notice. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the CONSULTANT's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of SSWD or as part of any audit of SSWD, for a period of three (3) years after final payment under the Agreement.

5. **Standard of Performance:**

A. CONSULTANT will perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession and will prepare all work products required by this Agreement in a substantial, professional manner. CONSULTANT will comply with all federal, state and local laws and regulations applicable to performance of the Work.

B. CONSULTANT shall assign only competent personnel to perform services pursuant to this agreement. In the event that SSWD, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, CONSULTANT shall, immediately upon receiving notice from the SSWD of such desire of SSWD, reassign such person or persons.

C. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet this standard of performance.

6. **Inspection:**

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by SSWD.

7. **Invoicing:**

To be eligible for payment, CONSULTANT invoices must be submitted not more often than monthly to SSWD and list the Work performed and the amounts to be paid according to the cost categories and prices in the Proposal. Invoices from CONSULTANT shall be clearly marked with CONSULTANT's name, project name, an itemized description of services rendered during the period covered by the invoice, and SSWD's project account number, if applicable. Invoices shall also contain the total number of hours of work performed under the Agreement by the CONSULTANT and each employee, agent, and subcontractor of CONSULTANT performing services hereunder. When the total number of hours of work by CONSULTANT and any individual employee, agent or subcontractor of CONSULTANT reaches or exceeds 800 hours, a separate notice shall be provided which shall include an estimate of the time necessary to complete the work described in Exhibit A.

8. **Consultant's Status:**

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of SSWD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to SSWD. The CONSULTANT shall not have any claim under this Agreement or otherwise against SSWD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. SSWD will issue a form 1099 at year-end for fees earned.

9. **Assignments:**

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of SSWD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

10. **Non-Exclusive Rights:**

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to SSWD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

11. **Compliance:**

A. CONSULTANT shall comply with all applicable Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and

hours of employment, occupational safety, and to fire safety, health and sanitation.

B. CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

12. Other Governmental Regulations

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, CONSULTANT and any subcontractors shall comply with all applicable rules and regulations to which SSWD is bound by the terms of such fiscal assistance program.

13. Indemnification, Hold Harmless and Defense:

A. CONSULTANT shall indemnify, defend with counsel reasonably acceptable to SSWD, and hold harmless SSWD and its officers, elected officials, and employees from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's negligent performance of the services called for or its failure to comply with any of its obligations contained in this Agreement or its errors or omissions, except such Liability caused by the sole negligence or willful misconduct of SSWD.

B. To the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

C. CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the SSWD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by SSWD, may be retained by SSWD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

D. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of SSWD,

CONSUTLANT shall indemnify, defend, and hold harmless SSWD for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SSWD.

14. **Insurance:**

A. Before commencing performance of the Work, CONSULTANT, at its own cost and expense, must: (1) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the CONSULTANT or its agents, representatives, employees, or subcontractors; and (2) submit to SSWD certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. CONSULTANT must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the CONSULTANT's proposal. CONSULTANT may not allow any subcontractor to commence work on the Work until CONSULTANT and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to SSWD.

B. CONSULTANT must, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. The insurance must be endorsed to waive all rights of subrogation against SSWD and its officials, officers, employees, and volunteers for loss arising from or related to the Work.

C. CONSULTANT, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with Work. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Work or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

D. Required commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or

Insurance Services Office form number GL 0002 or equivalent form covering comprehensive General Liability and Insurance Services Office form number GL 0404 or equivalent form covering Broad Form Comprehensive General Liability. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 ("any auto") or equivalent form. No endorsement may be attached limiting the coverage.

E. Except for Workers' Compensation and professional liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

i. SSWD and its officials, officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, products and completed operations of CONSULTANT; premises owned, occupied, or used by CONSULTANT; and automobiles owned, leased, or used by the CONSULTANT. The coverage may contain no special limitations on the scope of protection afforded to SSWD or its officials, officers, employees, agents, or volunteers.

ii. Required insurance coverage must be primary insurance with respect to SSWD and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by SSWD may be called upon to contribute to a loss under the coverage.

iii. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to SSWD and its officers, employees, agents, and volunteers.

iv. Required insurance coverage may not be canceled, except after thirty (30) days' prior written notice by first-class mail has been given to SSWD.

v. The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date in addition to any notice provided by Consultant's insurance broker; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of SSWD. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

F. CONSULTANT, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering errors and omissions of CONSULTANT. Any deductible or self-insured retention under the required professional liability insurance may not exceed $150,000 per claim.

G. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by SSWD.

H. SSWD may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that SSWD interests are otherwise fully protected.

I. Remedies. In addition to any other remedies SSWD may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, SSWD may, at its sole option exercise any of the following remedies, which are alternatives to other remedies SSWD may have and are not the exclusive remedy for CONSULTANT's breach:

i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

ii. Order CONSULTANT to stop work under this Agreement or withhold any payment that becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; and/or

iii. Terminate this Agreement.

15. <u>Discrimination:</u>

CONSULTANT shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CONSULTANT under this Agreement. CONSULTANT shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONSULTANT thereby.

16. <u>Notices:</u>

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either

party in writing, such notices shall be mailed as shown on the first page of this Agreement.

17. **Termination:**

A. SSWD may terminate this Agreement for convenience by giving at least 10 days' written notice to CONSULTANT specifying the termination effective date. Upon receipt of such notice, CONSULTANT may continue performance of the Work through the date of termination. SSWD shall pay CONSULTANT for all Work actually performed in accordance with this Agreement through the termination effective date. SSWD, however, may condition payment of such compensation upon CONSULTANT delivering to SSWD any and all documents provided to or prepared by CONSULTANT, and any and all documents provided to or prepared by SSWD for CONSULTANT, in connection with this Agreement. Such material may consist of photographs, computer software, video and audio tapes and other materials.

B. If CONSULTANT materially breaches any term of this Agreement, in addition to any other remedies SSWD may have at law or equity, SSWD may:

i. Terminate the Agreement by notice to CONSULTANT specifying the termination effective date;

ii. Retain, and/or recover from CONSULTANT at no additional cost to SSWD, the plans, specification, drawings, reports and other design documents and work products prepared by CONSULTANT, whether or not completed;

iii. Complete the unfinished Work itself or have the unfinished Work completed, and/or;

iv. Charge CONSULTANT, or deduct from monies that may be due or become due the CONSULTAT under this Agreement, the difference between the cost of completing the unfinished Work pursuant to this Agreement and the amount that would otherwise be due CONSULTANT had CONSULTANT completed the Work in accordance with this Agreement.

C. CONSULTANT may terminate this Agreement for cause if SSWD fails to cure a material default in performance within a period of thirty (30) days, or such longer period as CONSULTANT may allow, after receipt from CONSULTANT of a written termination notice specifying the default in performance. In the event of termination for cause by CONSULTANT, SSWD will pay CONSULTANT for all services performed up to and including the effective date of termination.

18. Conflict of Interest Statement:

A. SSWD and CONSULTANT will comply with the requirements of SSWD Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Work and/or this Agreement. CONSULTANT may be required to file with the SSWD Clerk a completed Form 700 before commencing performance of the Work unless the SSWD Clerk determines that completion of a Form 700 is not required, pursuant to the SSWD Conflict of Interest Code. Form 700 forms are available from the SSWD Clerk.

B. CONSULTANT may not perform Work for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the CONSULTANT's obligations pursuant to this Agreement. CONSULTANT agrees to cooperate fully with SSWD and to provide any necessary and appropriate information requested by SSWD or any authorized representative concerning potential conflicts of interest or prohibitions concerning the CONSULTANT's obligations pursuant to this Agreement.

C. CONSULTANT may not employ any SSWD official, officer or employee in the performance of the Work, nor may any official, officer or employee of SSWD have any financial interest in this Agreement that would violate California Government Code Section 1090 and following. CONSULTANT hereby represents that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SSWD. If CONSULTANT was an employee, agent, appointee, or official of SSWD in the previous twelve months, CONSULTANT represents that it did not participate in any manner in the forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for CONSULTANT's performance of the Work, including reimbursement of expenses, and CONSULTANT will be required to reimburse SSWD for any sums paid to CONSULTANT under this Agreement. CONSULTANT understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

D. Any violation by CONSULTANT of the requirements of this provision will constitute a material breach of this Agreement, and SSWD reserves all its rights and remedies at law and equity concerning any such violations.

19. **Use of Recycled Products**

CONSULTANT shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

20. **Drug Free Workplace:**

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

21. **Force Majeure**

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

22. **Form Law:**

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

23. **Documents:**

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the SSWD whether executed by or for the CONSULTANT for SSWD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to SSWD forthwith upon termination or completion of the work under this Agreement. Any material modifications made by SSWD or any agents of SSWD, to any of the CONSULTANT's documents without the express written consent of the Consultant will be at SSWD's sole risk and without liability to the CONSULTANT.

24. **Alternative Dispute Resolution**

If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, SSWD and CONSULTANT agree to resolve the dispute in accordance with the following:

A. Each party shall designate a senior management or executive level representative to negotiate any dispute.

B. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

C. If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

D. The mediation process shall provide for the selection within 15 days of both parties of a disinterested third person as mediator, shall be commenced within 30 day, and shall be concluded within 15 days from the commencement of the mediation.

E. The parties shall equally bear the costs of any third party in any alternative dispute resolution process.

F. The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to, nor shall be construed to, change the time periods for filing claims or action specified by Government Code section 900, et seq.

25. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

26. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

27. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

28. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

29. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of SSWD, and no employee of CONSULTANT, shall be personally liable for any default or breach under this Agreement.

30. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, SSWD and CONSULTANT have executed this Agreement on the day and year first written above.

HARRIS & ASSOCIATES, INC.
a California corporation

By: _____
Name:
Title:

Date:_____

SWEETWATER SPRINGS WATER AGENCY, a political subdivision of the State of California

By:_____
Ed Fortner
General Manager

Date:_____

Approved as to Form:

By: _____
Rachel Hundley
General Counsel

EXHIBIT A

Scope of Work

CONSULTANT will assist the District to prepare a Local Hazard Mitigation Plan that will assess the risks to the District posed by natural hazards and strategies for mitigation that risk.

CONSULTANT will perform the following tasks, as stated in its proposal, dated June 22, 2020.

The scope of work for updating the District's LHMP includes establishing the planning process, conducting a risk assessment, developing a prioritized set of mitigation strategies, preparing an implementation plan, and facilitating a smooth review and adoption process. The Harris team will build on the District's previous planning efforts and incorporate how the District's operations have evolved over time in terms of risk and development. Each of these steps ad associated deliverables will be conducted in accordance with the District's stated goals, as well as relevant local, State, and Federal requirements, resulting in a FEMA approved LHMP. The details, task leads, and deliverables for each step in the process are described in this section.

Task 1: Planning Process

The purpose of this task is to lay the groundwork for a successful planning process. The Harris Team will accomplish this by identifying key stakeholders and planning participants, establishing documentation procedures, and collecting existing and relevant information.

Task 1.1: Project Management

Following a Notice to Proceed, Eric Vaughan will work with Carolyn Yvellez to set up the project management process, including reporting and communication protocols. Eric and Carolyn will meet regularly to ensure the planning process is meeting key milestones and is completed on time and within budget. Eric will facilitate a virtual pre-meeting with the Project Manager, so that the process is effectively resourced. The purpose of the pre-meeting will be to:

- Review and provide information about the LHMP process
- Establish documentation protocols that are required for Cal OES and FEMA approval
- Identify required participants for the LHMP to comply with FEMA requirements
- Communicate and send invitations to key stakeholders and the Public to participate in the LHMP, and
- Determine a kick-off meeting date and discuss scheduling of LHMP meetings to comply with FEMA requirements

Task 1.2: Planning Committee Meetings and Public Engagement

Following the pre-meeting, Eric will collaborate with the Project Manager to organize the LHMP Planning Committee with stakeholders and identified subject-matter experts. Harris will facilitate three virtual meetings with the Planning Committee. Electronic copies of meeting materials and

draft deliverables will be provided to the Project Manager in advance of conference call meetings.

- Planning Committee Meeting #1: Kick-off and Hazard Identification Meeting. Eric will facilitate a kick-off meeting that will include a discussion of project purpose, process, goals, individual roles, timeline, key background information and data-requests, and relevant hazards to consider in the plan.
- Planning Committee Meeting #2: Risk Assessment. Eric, with support from Carolyn, will solicit input on components of the risk assessment, including the types of critical infrastructure in hazard-prone areas.
- Public Workshop #1: Eric will facilitate a virtual workshop that is open to the public to solicit input on the risk assessment, mitigation goals, and the mitigation priorities.
- Planning Committee Meeting #3: Mitigation Action Prioritization. Eric, with support from Wendy, will solicit input and feedback on the selection of mitigation actions and lead the group in corresponding prioritization exercise.
- Public Workshop #2: Eric will facilitate a virtual workshop that is open to the public to solicit input on the first full draft of the Plan.

Task 1.3: Review and Incorporation

The Harris team will collect and review existing planning documents including regional and State plans (i.e. California State Hazard Mitigation Plan) and District plans (i.e. Capital Improvement Plans), technical reports, and studies and compile a list of existing goals to seek alignment with ongoing efforts.

Task 1 Deliverable(s):

- Invitation, agenda, presentation, meeting minutes, attendance sheet for each meeting

Task 2: Hazard Identification and Risk Assessment

The purpose of this task is to provide an analysis of how specific locations, assets, and facilities are vulnerable to prevalent hazards. The risk assessment is comprised of two primary steps: hazard analysis and risk assessment. Since risk exposure will vary across the District, the assessment will have geospatial and economic analyses that articulate the differential nature of vulnerability. The assessment will incorporate information and data obtained from the District.

Task 2.1: Assess Hazards

Eric will collaborate with the Project Manager and the Planning Committee to review the proposed set of hazards of concern. Carolyn, with support from Randy Deodat, will prepare profiles for each of the identified hazards, including a description of their spatial extents (hazard maps), severity and magnitude, potential impacts, previous occurrences, and probability of future events. Using the best available science, Carolyn will discuss the amplifying impacts of climate

change on natural hazards. The hazard profiles will each include a specific description of changes in its characteristics such as extent, severity, and frequency resulting from climate change.

Task 2.2: Risk Assessment

With support from Wendy Boemecke and Eric, Carolyn will conduct a risk assessment with respect to the selected hazards for the District's critical infrastructure and operations. The risk assessment includes two steps:

Step 1: Review and update District assets.

Eric, with support from Carolyn, will work with the Project Manager to review and identify key assets. Based on data availability, the team will identify:

- Number, types, and values of existing infrastructure and facilities in the planning area and in mapped hazard areas, based on GIS analysis
- Economic impact of potential losses
- Proposed development/structures in identified hazard areas

Step 2: Perform Risk Analysis

Carolyn, with support from Wendy, will evaluate hazard risks to District assets by estimating potential losses for identified hazards. Some hazards, including flooding and earthquakes, can be evaluated using the latest version of the FEMA Hazus tool, updated in May 2019. The non-Hazus hazards that are selected will be evaluated using GIS methods based on best practices. The Harris team will develop risk maps as communication tools to inform stakeholders. Carolyn will employ tools such as Cal-Adapt and MyPlan to assess risks associated with climate change. The results of the analysis will be summarized by a set of problem statements that articulate the specific forms of vulnerability to all identified hazards.

Task 2 Deliverable(s):

- Prioritized list of hazards and hazard profiles
- Hazus application analysis for flooding and earthquake risk
- Risk assessment for critical infrastructure and facilities
- Electronic initial draft of Element B: Hazard Identification and Risk Assessment and compiled supporting documentation

Task 3: Mitigation Strategy

The purpose of this task is to develop an action plan for mitigating the risks identified in Task 2. This critical step is rooted in the existing capabilities of the District. The Mitigation Strategy will be organized through a set of high-level goals that represent what the District aims to achieve through its LHMP.

Task 3.1: Goals

Eric, with support from Wendy, will collaborate with the Project Manager and Planning Committee to review and update as necessary the goals that represent the long-tern outcomes the County seeks to accomplish by implementing its mitigation strategies. The team will review existing planning documents collected in Task 1 and other recently completed LHMPs and compile a list of existing goals to seek alignment with ongoing efforts. The team will organize mitigation strategies in a way that encourages short- and long-term risk reduction and infrastructural and operational resilience.

Task 3.2: Mitigation Actions

Carolyn, with support from Eric and Wendy, will collaborate with the Project Manager and the Planning Committee to identify, organize, and characterize potential mitigation across the comprehensive range of hazards prioritized by the District in response to the vulnerability problem statements from the Risk Assessment. Hazard mitigation actions will be developed from existing capabilities and include new or improved capabilities where needed. Although the focus will be on reducing long-term risk and building resilience of the District, the Harris teal will also work with the Project Manager to identify shorter-term actions where appropriate. Mitigation actions will also be characterized in terms of potential co-benefits to more than one type of vulnerability or benefit. Mitigation actions will also be organized according to the Disaster Mitigation Act and FEMA categories, which include prevention, property protection, emergency services, structural projects, natural resources protection, and public information programs.

Task 3.2: Public Survey (Online)

The public needs to involve in the planning process. If there are no responses to public invitations to participate in public workshops, Carolyn will work with Eric to develop a survey that allows the public to voice their preference on mitigation actions that protect water utility infrastructure from future risk. The survey can be posted on the District's website so the public can access the survey virtually.

Task 3.3: Action Plan

Eric will collaborate with the Project Manager and the Planning Committee to prioritize mitigation actions in terms of their overall benefit, ability to reduce risks and vulnerability for priority hazards, and support the District's hazard mitigation goals. The strategy will also identify the position, office, department, or agency responsible for implementing the mitigation action, identify potential funding sources and expected timing. Harris will develop a format to be used for the mitigation actions that are identified, so there will be consistency in the LHMP.

Task 3 Deliverable(s):

- List or relevant goals and objectives from existing plans

- Final set of goals for the LHMP
- Matrix of potential mitigation actions
- Online Survey
- Prioritized list of mitigation actions to be included in the LHMP
- Electronic files of draft Element C: Mitigation Strategy and supporting documentation

Task 4: Review and Adopt the Plan

The purpose of this task is to complete a full draft of the plan and submit to the necessary parties.

Task 4.1: Present Full Draft of Plan

The Harris Team will present the full LHMP draft to the Project Manager and the Planning Committee. The Harris Team will review all input and feedback and revise the LHMP according to direction provided by the Project Manager.

The Harris Team will work with the Project Manager to disseminate the draft plan through its webpage and social media channels for review. Harris staff will facilitate a public virtual workshop to solicit feedback on the full draft of the Plan.

Task 4.2: Incorporate Public Feedback and Plan Adoption

Carolyn will review all public input and prepare a revised draft of the LHMP. When complete, Wendy will submit a revised draft to Cal OES for review. The Harris team will communicate directly with Cal OES and work with the Project Manager to resolve any issues that arise during the review process. After incorporating any changes from the Cal OES review, the LHMP will be submitted to FEMA for review. The FEMA approved LHMP will finally need to be submitted to the Board of Directors for formal adoption.

Task 4 Deliverable(s):

- Electronic files of the full Public Review Draft
- Electronic files of the complete Cal OES Review Draft