

Board of Directors San Simeon Community Services District



SPECIAL MEETING BOARD PACKET

**Thursday, April 22, 2021
Meeting Start Time 4:30 pm**

**Virtual Board Meeting via Zoom
Meeting Room: 927-053-7206
Password: 114376**

Prepared by:



GRACE
ENVIRONMENTAL SERVICES

Board Meeting Brown Act Check Sheet

Does the agenda have the correct:

Meeting location

Meeting time

Is the agenda posted 72 hours prior to the Regular meeting

Posting 1 District Office

Posting 2 Post Office

Posting 3 Chamber of Commerce

Is the agenda on the website 72 hours prior to the Regular meeting

Has the Board Packet been distributed to the Board

At the time of Packet Distribution to the Board has the Packet Been:

Distributed to the individuals / entities on the Distribution List

Loaded on the Website

Budget Committee Meeting

Does the agenda have the correct:

Meeting location

Meeting time

Is the agenda posted 72 hours prior to the Regular meeting

Posting 1 District Office

Posting 2 Corner Store

Posting 3 Chamber of Commerce

Water Committee Meeting

Does the agenda have the correct:

Meeting location

Meeting time

Is the agenda posted 72 hours prior to the Regular meeting

Posting 1 District Office

Posting 2 Corner Store

Posting 3 Chamber of Commerce

**NOTICE AND CALL OF A SPECIAL MEETING:
San Simeon Community Services**



I, Gwen Kellas, Chairperson of the San Simeon Community Services District Board of Directors, hereby call a Special Meeting of the Board of Directors, pursuant to California Government Code Section 54956. The Special Meeting will be held Thursday: April 22, 2021 at 4:30 pm.

Internet Meeting Location

Pursuant to Governor Gavin Newsom's Executive Order N-29-20 dated March 17, 2020 and the San Luis Obispo County Local Emergency Order and Regulation regarding COVID-19 dated March 18, 2020, this meeting shall occur as a virtual teleconference using the Zoom app.

Join Zoom Meeting

<https://zoom.us/j/9270537206?pwd=RDNNcTErb2E1TmswRG51WGNEZVJLQT09>

Meeting ID: 927 053 7206

Password: 114376

One tap mobile

+16699009128, 9270537206# US (San Jose)

+13462487799, 9270537206# US (Houston)

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

NOTE: On the day of the meeting, the virtual meeting room will be open beginning at 4:00 PM. If you are unable to access the meeting please contact the District office at (805) 927-4778 prior to the 4:30 PM meeting start time and staff can assist you in accessing the meeting. Should you have any questions related to the information on this agenda or if you wish to submit public comment in the written format you can email Cortney Murguia at admin@sansimeoncsd.org. Members of the public can also contact the District office at (805) 927-4778 with any questions or concerns related to this agenda or accessing the meeting.

The purpose of the Special Meeting is to discuss or transact the following business:

1. REGULAR SESSION: 4:30 PM

A. Roll Call

2. PUBLIC COMMENT:

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

3. BUSINESS ACTION ITEMS:

A. Approval Hearst San Simeon Ranch, LLC Invoice # 1005 in the amount of \$17,193.15 for Hearst RO facility Encroachment review cost up to 2/28/21.

B. Discussion regarding finalizing the sub-recipient agreement between District and San Luis Obispo County regarding the Local Coastal Plan (LCP) amendment.

4. CLOSED SESSION - The Board will adjourn to Closed Session pursuant to Government Code Section 54956.9 (d)(2) to consider the following:

A. Conference with District Legal Counsel regarding anticipated litigation. Number of cases: one (1)

5. ADJOURNMENT

If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for a disability-related modification or accommodation, or to be able to participate in this Special meeting, please email Cortney Murguia at admin@sansimeoncsd.org so the District can work with you on your accommodation.



CONSENT AGENDA ITEM STAFF REPORT

Item 3.A. Approval Hearst San Simeon Ranch, LLC Invoice # 1005 in the amount of \$17,193.15 for Hearst RO facility Encroachment review cost up to 2/28/21.

At the April 8, 2021 regular Board meeting invoice #1005 from Hearst San Simeon Ranch, LLC was presented to the Board. The invoice is due prior to the next regularly scheduled meeting. Hearst San Simeon Ranch, LLC is requesting payment of the invoice for the RO facility Encroachment review.

Enc: April 2021 Disbursements Journal
Hearst Invoice #1005

SSCSD BOARD MEETING STAFF REPORT

HEARST

San Simeon Ranch, LLC
 5 Third St. #200
 San Francisco, CA 94103
 1 (415) 777-0600

INVOICE

Date	Invoice #
3/1/2021	1005

Bill to
San Simeon Community Service District 111 Pico Avenue San Simeon, CA 93452

Terms
Upon Receipt

Date	Description	Amount
	Hearst RO Facility Encroachment Review Cost up to 2/28/21	
2/28/2021	Easement Encroachment Review (Wallace Group)	\$ 1,783.00
2/28/2021	Legal Fees (10/1/20 - 2/28/21)	\$ 13,167.50
2/28/2021	15% overhead	\$ 2,242.65
TOTAL DUE		\$ 17,193.15

SAN SIMEON COMMUNITY SERVICES DISTRICT
Disbursements Journal
 April 2021

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
Bill Pmt -Check	04/22/2021	2481	Hearst San Simeon Ranch, LLC	Hearst San Simeon Ranch, LLC Inv. #1005 for RO facility Encroachment Review	-17,193.15
TOTAL					<u>-17,193.15</u>

PAGE INTENTIONALLY LEFT BLANK



BUSINESS ACTION ITEM STAFF REPORT

Item 3.B. Discussion regarding finalizing the sub-recipient agreement between District and San Luis Obispo County regarding the Local Coastal Plan (LCP) amendment.

BACKGROUND

The purpose of the agreement is to document the roles of the County and the District with respect to administration of the grant and management of the CHRP.

At the March 11, 2021 regular Board meeting a draft version of this agreement was presented to the Board. There were no suggested changes or edits made. The signed final contract has been returned by the County. The County is requesting that the Board review and approve the contract.

Enc: Draft version of the sub-recipient agreement

**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE SAN SIMEON COMMUNITY SERVICES DISTRICT TO PROVIDE MANAGEMENT
OF THE CALIFORNIA COASTAL COMMISSION LOCAL COASTAL PROGRAM
PLANNING PROGRAM ROUND 6 GRANT FOR THE SAN SIMEON COASTAL
HAZARDS RESPONSE PLAN**

THIS CONTRACT is made and entered into this _____ day of _____, 2021 by and between the San Simeon Community Services District, a California Special District (hereinafter referred to as (“SSCSD” or “Subrecipient”), and the County of San Luis Obispo, a political subdivision of the State of California (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, on August 28, 2019, the San Simeon Community Services District discussed with the County the availability of California Coastal Commission Local Coastal Program Round 6 Grant funding (hereinafter referred to as “LCP Grant”) and the Subrecipient’s efforts to apply for and pursue funding for completion of the Coastal Hazard Response Plan (hereinafter referred to as “CHRP”) which is a conditional requirement for the Subrecipient’s Coastal Development Plan Application Number 3-19-0020; and

WHEREAS, the County sees a need to pursue additional funding to support vital coastal hazard planning in the county; and

WHEREAS, the LCP Grant funding is limited to those coastal jurisdictions with land use authority and a Local Coastal Program approved by the California Coastal Commission; and

WHEREAS, the County has agreed to be the primary applicant for the LCP Grant with the Subrecipient being responsible for the management of the grant administration per the requirements of the California Coastal Commission; and

WHEREAS, on September 17, 2019, the County Board of Supervisors authorized the Planning and Building Director to submit the LCP Grant application in the amount of \$130,000 to the California Coastal Commission; and

WHEREAS, the County was awarded by the California Coastal Commission the LCP Grant in the amount of \$130,000 at their regular hearing on October 31, 2019; and

WHEREAS, the budget for the \$130,000 grant includes \$87,000 to reimburse

SSCSD costs for preparation and completion of the CHRP and \$43,000 in County staff costs for grant administration and processing a related LCP amendment; and

WHEREAS, the SSCSD is a “Subrecipient” of the LCP Grant; and

WHEREAS, the Contract establishes the rights and responsibilities of the Subrecipient and the County.

NOW, THEREFORE in consideration of the mutual promises, recitals and other provisions hereof, the parties agree as follows:

1. **Scope of Activities**. This project is subject to the terms of LCP Grant (“Project”) and shall consist of the tasks described on pages 4-11 of Exhibit A, which consists of the Grant Application and Attachments as submitted to and approved by the California Coastal Commission. Each project task shall be completed within the timeframes identified on pages 8-10 of Exhibit A.
2. **Compensation**. The County will pay Subrecipient a maximum amount of \$87,000 for carrying out the Project to the satisfaction of the County. The County will pay Subrecipient upon completion of each task, in the amount specified for each task, as outlined on page 11 of Exhibit A. Following completion of each task, Subrecipient shall submit an invoice to the County. Payments shall be made to Subrecipient following verification by County that a given task has been satisfactorily completed.
3. **Term of Contract**. The term of this Agreement shall commence on _____, 2021 and terminate March 31, 2022, unless said work is completed prior to the date or unless sooner terminated as herein provided. All services required of the Subrecipient under this Agreement shall be completed on or before the end of this term.
4. **Availability of Funds/Modifications**. The County’s provision of funding to the Subrecipient is contingent on the availability of LCP Grant Funding. This Agreement is subject to amendment or termination if the LCP Grant Funding is reduced or becomes unavailable.
5. **Relationship to Grant Agreement**. Subrecipient acknowledges and agrees that this Contract is subject to the obligations and limitations imposed on the County by the Grant Agreement and all future amendments to the Grant Agreement and is intended to be in conformance and harmony with it. Subrecipient hereby expressly agrees to the

provisions of the Grant Agreement and further expressly agrees that nothing in this Contract shall be deemed to require the County to perform an obligation in conflict with the Grant Agreement. Subrecipient further agrees that the County's rights to enter into amendments to the Grant Agreement are not, and shall not be, restricted or impaired in any way by this Contract.

6. **Termination of Agreement for Cause**. If County determines that Subrecipient has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms and provisions of this Contract, or if County determines that Subrecipient has failed to fulfill its obligations under this Contract in a timely and professional manner, or if the County determines, in its sole discretion, that Subrecipient is no longer capable of fulfilling its obligations under this Contract, or if Subrecipient is in violation of any of the terms or provisions of this Contract, or if Subrecipient should be adjudged to be bankrupt, or if Subrecipient makes a general assignment for the benefit of Subrecipient creditors, or if a receiver should be appointed in the event of Subrecipient insolvency, then County shall have the right to terminate this Contract effective immediately upon giving written notice thereof to Subrecipient. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to effective date of such termination.

7. **Employment Status**. Subrecipient shall, during the entire term of this Contract, be construed as an independent contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship. Neither Subrecipient nor any of Subrecipient's agents, employees or contractors are or shall be considered to be agents or employees of the County in connection with the performance of Subrecipient's obligations under this Contract. Nothing in this Contract authorizes, or permits, the County to exercise discretion or control over the professional manner in which Subrecipient performs the services which are the subject of this Contract provided always, however, that the services to be provided by Subrecipient shall be provided in a manner consistent with all applicable standards and regulations governing such services.

- a. All records, accounts, documentation, and other materials deemed to be relevant to the Project by the County shall be accessible at any time to the authorized representatives of the County for the purpose of examination or audit.
- b. An expenditure which is not authorized by this Contract or which cannot be adequately documented shall be disallowed and must be reimbursed to the County or its designee by Subrecipient. Expenditures for work not described in paragraph

one (1) of this Contract shall be deemed authorized if the performance of such work is approved in writing by the County prior to the commencement of such work.

- c. Absent fraud or mistake on the part of the County, the determination by the County of allowance of any expenditure shall be final.

8. **Indemnification**. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its officers, officials, employees and authorized volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation with counsel acceptable to County) of every nature arising or alleged to arise out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

9. **Insurance**. Subrecipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as the following. No claims made insurance is allowed:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Notice of Cancellation

Each insurance policy required above shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

Failure to Maintain Insurance

Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach.

Waiver of Subrogation

Subrecipient hereby grants to County a waiver of any right to subrogation which any insurer of said Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

10. **Entire Agreement and Modification.** This Contract sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or contracts by the parties, whether formal or informal, regarding any matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations shall be effective unless in writing and signed by all parties hereto. Subrecipient specifically acknowledges that in entering into and executing this Contract, Subrecipient relies solely upon the provisions contained in this Contract and no others.

11. **Funding for Additional Services.** Funding of any programs, projects, or services beyond the term of this Contract, by any new contract or amendment or extension of this Contract, have not been authorized and will depend upon County's determination of satisfactory performance of this Contract by Subrecipient and upon the availability to County of additional grant funds allocated for such purposes. Neither County nor any employee of County has made any promise or commitment, express or implied, that any additional funds will be paid or made available to Subrecipient for the purpose of this Contract over and above the funds expressly allocated under the terms of this Contract.

12. **No Assignment Without Consent.** Inasmuch as this Contract is intended to secure the specialized services of Subrecipient, Subrecipient shall not have the right to assign or transfer this Contract, or any part hereof or monies payable hereunder, without the prior written consent of County, and any such assignment or transfer without the County's prior written consent shall be considered null and void.

13. **Binding on Successors in Interest.** All provisions of this Contract shall be binding on the parties and their heirs, assigns and successors in interest.

14. **Compliance with City, County and State Laws and Regulations.** Subrecipient agrees to comply with all city, county and state laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to Subrecipient, its subcontractors, and the Project.

15. **Equal Employment Opportunity.** During the performance of this Contract, Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

16. **Law Governing and Forum Selection.** This Contract has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the law of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and a state court in such County shall be that forum for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.

17. **Enforceability.** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. **Effect of Waiver.** County's waiver of a breach of any one term, covenant or other provision of this Contract shall not be a waiver of a subsequent breach of the same term, covenant or provision of this Contract or of the breach of any other term, covenant or provision of this Contract.

19. **Equipment and Supplies.** Subrecipient will provide all the equipment and supplies that are necessary to fulfill the requirements and obligations this Contract.

20. **Copyright.** Any reports, maps, documents, or other materials produced in whole or part by the Subrecipient, its contractor or any subcontractor or person responsible to the Subrecipient under this Agreement shall be the property of the Recipient and none shall be subject to an application for copyright by or on behalf of the Subrecipient,

contractor, subcontractors or any person responsible to the Subrecipient during performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SAN SIMEON COMMUNITY SERVICES DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

COUNTY OF SAN LUIS OBISPO

DocuSigned by:
By: Trevor Keith
9A4E9817634F49F...

Dated: 4/13/2021

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Bryce J.
Deputy County Counsel

Dated: April 6, 2021

Exhibit A



GRANT APPLICATION FORM

Coastal Commission staff is available to assist during the application process. Applicants are encouraged to reach out to the LCP Grant team with any questions as they develop their applications.

Please note the entire grant application will be public record upon submittal. Click in the shaded text fields to enter text, numbers and dates. The fields will expand to accommodate the data.

APPLICANT INFORMATION

Applicant name (agency): County of San Luis Obispo	
Address: 976 Osos Street, Room 200, San Luis Obispo, CA 93408	
Contact name: Airlin Singewald	Title: Supervising Planner
Telephone: (805) 781-5198	Fax: N/A
Email: asingewald@co.slo.ca.us	
Federal Tax ID#: 95-6000939	

Person authorized to sign grant agreement and amendments:	
Name: Trevor Keith	Title: Administration Services Manager
Application prepared by:	
Name: Julia Pujo	Title: Project Manager

Signature: _____

Date: 9/5/2019

PROJECT INFORMATION

Project title:	San Simeon Coastal Hazards Response Plan Project		
LCP/LCP Segment:	County of San Luis Obispo LCP		
Project location			
City/Geographic area:	San Simeon		
County:	San Luis Obispo		
GPS: 35°36'42.37"N 121° 8'44.26"W			
Project timeline			
Start date:	1/2/2020	End date:	3/31/2022

Exhibit A



**PROJECT DESCRIPTION –
SAN SIMEON COASTAL HAZARDS RESPONSE PLAN PROJECT**

The County of San Luis Obispo is submitting the California Coastal Commission (CCC) Local Coastal Program (LCP) Planning Grant Program Round 6 Grant Application for the San Simeon Coastal Hazards Response Plan (Project) to request grant funds for planning efforts related to inland relocation of the existing San Simeon wastewater treatment plant WWTP and wastewater facilities away from the coastal hazard zone. This would include potential amendments to the LCP. The County of San Luis Obispo (County) will coordinate with San Simeon Community Services District (SSCSD) to carry out this Project, which entails development of the Coastal Hazards Response Plan, stakeholder outreach, and potential amendments to the San Luis Obispo Local Coastal Program (LCP) that would facilitate future relocation of the WWTP.

The planning area for this Project includes the community of San Simeon Acres, which is entirely located within the Coastal Zone (see Figure 1). Additionally, San Simeon is located within the boundaries of a low-income community, as defined by a community with a median household income less than 80% of the State-wide average. As stated in CCC staff report Th13b for CDP Application No. 3-19-0020: the existing WWTP represents critical public infrastructure that is located in an area known to be at risk from coastal erosion and flooding given the location of the WWTP a top a coastal bluff and adjacent to both a coastal stream. Damage to the existing WWTP resulting from coastal hazards present significant risks to public safety and water quality within the community. This situation is representative of the coastal hazards and sea level rise challenges facing critical infrastructure located along all of coastal California's dynamic shoreline area. The San Simeon WWTP would serve as a case study for similar facilities along the California coast, and CCC funding would allow for technical investigations to inform coastal land use planning goals and policies for inland relocation of critical public infrastructure; to allow for restoration of the existing WWTP property with native riparian, wetland and coastal bluff habitats; and to be consistent with the CCC's *LCP Update Guidelines*. Development of Coastal Hazard Response Plan and related planning efforts would make progress towards goals of preventing the loss of property (both public and private), damage, and disruption of critical public services, providing co-benefits to reduce sea level rise impacts on public health. Planning for the relocation of WWTP infrastructure would reduce the risk of hazardous material release as a result of coastal storm surges or erosion-induced damage, and increase resilience to coastal hazards within the WWTP service area.

The goal of this project is to provide the San Simeon community and decision makers with comprehensive information for planning resilient development and protection of critical infrastructure and coastal resources. In order to address needed adaptive management of critical infrastructure, SSCSD would develop a Coastal Hazards Response Plan that would function as a technical report building on previous studies to advance work on planning for WWTP relocation and revetment removal, while addressing coastline climate change impacts. The Coastal Hazards

Exhibit A



Response Plan would serve as a driving document to help guide and determine the need for potential future LCP Amendments.

The County's existing Coastal Zone Land Use Ordinance and the North Coast Area Plan are the two LCP documents that would potentially be amended as part of this Project to address WWTP relocation after considering applicable zoning, planning policies, and the feasibility permitting alternatives identified in the Coastal Hazards Response Plan. If a LCP Amendment is necessary, the County would identify any changes in LCP policies or designated zoning to allow for relocation of the WWTP facilities. Additionally, the Coastal Hazards Response Plan would assess potentially feasible adaptation strategies and best management practices to minimize or reduce coastal hazard impacts to critical public infrastructure, specifically targeted for the San Simeon WWTP.

The Coastal Hazards Response Plan and potential subsequent LCP Amendment would emphasize considerations of sea level rise hazards upon community health and well-being. The project includes the establishment of a policy framework for adapting to coastal hazards and improving resiliency, in order to protect critical public infrastructure and vulnerable populations that are threatened by existing and future coastal hazards. A preferred inland site (or sites) for SSCSD wastewater treatment functions would be identified, including evaluation of alternative wastewater treatment options in-lieu of building a new WWTP. Potentially feasible alternatives involve construction of an inland package plant, combining services with other nearby existing WWTPs, and similar alternatives. Expected costs include purchase of land for a relocated WWTP, decommissioning of the existing plant and to restore the site, and upgrades for any relocated wastewater treatment functions to include water recycling.

The County intends to complete this project with coordination with CCC and stakeholders (e.g., Regional Water Quality Control Board, State Parks, Ocean Protection Council, California Department of Fish and Wildlife, potential study site property owners), through the public hearing and decision-making process. The Project would address needs of environmental justice populations, particularly related to climate resilience of critical public infrastructure, and would protect coastal resources and water quality along the San Simeon shoreline for continued coastal access and recreation. LCP policies that support this Project would be included within the Draft LCP Amendment as necessary. Following the completion of the Project funded under Round 6, the County would have a locally adopted complete LCP package, culminating in submittal to the CCC to initiate the certification process.

Exhibit A



San Simeon Coastal Hazards Response Plan – Task Descriptions

Task 1: Project Initiation and Kickoff

Following execution of the Grant Agreement, the County, San Simeon Community Service District (SSCSD), and consulting partners will initiate the preparation of the San Simeon Coastal Hazards Response Plan (Project). A kickoff meeting will be held with County and SSCSD staff, and consultant team, to review and refine the work program, develop an understanding of Project details, establish roles and responsibilities, and protocols for clear lines of communication for the duration of the Project.

Deliverables

- Kickoff Meeting Materials including Agenda, Minutes, Communication Protocols, and Action Items

Task 2: Agency and Stakeholder Engagement

The County is committed to maintaining a collaborative relationship with SSCSD to develop a feasible solution for protection of critical public infrastructure through WWTP relocation and/or continuation of wastewater treatment necessary services for an identified priority population. In addition, coordination with agencies, decision-makers, and landowners will be essential to the success of this Project. Stakeholders involved in this process may include Regional Water Quality Control Board, California State Parks, U.S. Army Corps of Engineers, California Natural Resources Agency, community service districts such as Cambria Community Service District, and local landowners.

Subtask 2.1: Coordination with CCC – The County and SSCSD will coordinate with CCC for initial Project setup, regular Project status updates, and input at major Project milestones. This subtask will be ongoing.

Subtask 2.2: Project Coordination between the County and District - The County and District will meet regularly to coordinate on this project.

Subtask 2.3: Stakeholder Identification – SSCSD will develop a list of key stakeholders that SSCSD will coordinate with for development of Coastal Hazards Response Plan and eventual WWTP relocation. Stakeholders will include local, regional, state, and federal agencies, as well as landowners and other interested parties.

Subtask 2.4: Stakeholder Meetings: The District will facilitate up to eight (8) stakeholder meetings with relevant agencies with authority over the development, as well as with any potential landowners or technical specialists, to discuss alternatives for a proposed new and/or relocated WWTP and wastewater functions and selection of a preferred alternative.

Exhibit A

Deliverables

- Communications and Meeting Notes
- Project Meeting Notes and Action Items
- Stakeholder List
- Meeting Minutes and Materials from Stakeholder Meetings

Task 3: Coastal Hazards Response Plan

The Coastal Hazards Response Plan will provide a clear long-term plan for providing necessary wastewater treatment functions at an inland location not subject to significant coastal hazards threatening the existing WWTP as identified within the CCC adopted findings within CDP Application No. 3-19-0020 (see attached CCC Staff Report Th13b). The Coastal Hazards Response Plan will be a technical report designed to inform land use and regulatory decisions, including needed amendments to the LCP. This Task will be performed by SSCSD and their subconsultants.

Subtask 3.1: Evaluate Existing Conditions and Identify Constraints – SSCSD has commissioned several studies and technical analysis for the WWTP since 2008. SSCSD will build on prior technical studies to summarize existing threats and conditions at the current WWTP site, prior sea level rise modeling and vulnerability assessments, and potential constraints that would affect WWTP relocation or site selection.

Subtask 3.2: Alternatives Analysis – SSCSD, through coordination with key stakeholders in Task 2, would identify various landward locations for a wastewater treatment system and evaluate the feasibility. Factors affecting feasibility and selection of wastewater treatment systems may include the presence, absence, or condition of slopes, soils, drainage, elevation, vehicle access points, sensitive receptors, sensitive biological habitat, and surrounding land uses. Additionally, the Alternatives Analysis would assess potential barriers to moving to the final design and implementation stages of the future landward wastewater treatment system to each site for optimal site selection.

Subtask 3.3: Identification of a Preferred Site or Alternative - A preferred site(s) based on feasibility, costs, site-specific characteristics, and minimization of potential environmental impacts would be identified.

Subtask 3.4: Develop Schedule for Potential Major Relocation Events – A conceptual timeline would be developed that would show project phases and major milestones for relocation at the Preferred site or alternative.

Subtask 3.5: Conduct economic analysis – SSCSD and consultants will develop estimated costs and potential funding options for potential land acquisition, planning, permitting,

Exhibit A



design, construction, and operation of the relocated WWTP or alternative wastewater treatment solutions.

Subtask 3.6: Prepare Draft Coastal Hazards Response Plan – SSCSD and consultants will prepare the Draft Coastal Hazards Response Plan based on work performed for Subtasks 3.1 through 3.5 and with consideration of stakeholder input under Task 2.

Subtask 3.7 Presentation of Draft Coastal Hazards Response Plan to Planning Commission and Board of Supervisors – SSCSD and consultant team as needed will present the Coastal Hazards Response Plan at up to two (2) public hearings for the Planning Commission and Board of Supervisors.

Subtask 3.8: Final Coastal Hazards Response Plan - SSCSD will finalize and submit the Coastal Hazards Response Plan to CCC for review and approval.

Deliverables

- Draft Coastal Hazard Response Plan
- PowerPoint Presentation and Materials
- Final Coastal Hazard Response Plan

Task 4: Draft LCP Amendments

The objective of this task will be to develop any necessary amendments to the Coastal Zone Land Use Ordinance and North Coast Area Plan in order to facilitate relocation of the San Simeon WWTP. LCP amendments as part of this Project may include changes in land use designation and zoning, policy updates, and/or inclusion of best management practices and criteria for development of wastewater infrastructure. Such amendments would be informed by the Coastal Hazards Response Plan developed under Task 3, and agency coordination, including CCC, conducted under Task 2.

Subtask 4.1: Develop Work Plan and Policy Framework – Once a preferred alternative has been identified for WWTP relocation, the County would determine the need for amendments to the Coastal Zone Land Use Ordinance and North Coast Area Plan to facilitate future development of the WWTP.

Subtask 4.2: Develop Draft LCP Amendments - The County will prepare draft amendments as necessary to the Coastal Zone Land Use Ordinance and North Coast Area Plan.

Subtask 4.3: Circulate Draft LCP Amendments – The Draft LCP Amendments will be presented at public forums and/or Planning Commission meeting(s) for public review. The County will circulate the Draft LCP Amendments for comment to agencies that have regulatory authority or expertise in areas subject to the LCP Amendments.

Exhibit A



Subtask 4.4: Prepare Revised Draft LCP Amendment Package – The County will revise the Draft LCP Amendment package as warranted, with consideration of comments from the public, agencies, and decision-makers.

Deliverables:

- Work Plan
- Draft LCP Amendments
- Public Draft LCP Amendments
- Draft Final LCP Amendments

Task 5: Hearings and Adoption

Under this Task, the County would carry any Draft LCP Amendments through the public hearing and local adoption process and through CCC submittal and certification.

Subtask 5.1: Planning Commission Hearings – The Revised Draft LCP Amendment package will be presented before the Planning Commission. This subtask assumes two (2) hearings may be required.

Subtask 5.2: Board of Supervisors - The Revised Draft LCP Amendment package and Planning Commission recommendations will be presented before the Board of Supervisors for consideration of local adoption. This subtask assumes two (2) hearings may be required.

Subtask 5.3: Submit locally approved LCP Amendment to CCC - The County will prepare and submit the LCP Amendment package to the CCC for certification.

Deliverables:

- Planning Commission Staff Reports and Exhibits
- Board of Supervisors Staff Reports and Exhibits
- LCP Amendment Submittal to the CCC

Task 6: Project Management and Administration

The County and SSCSD will carry out essential project management tasks throughout the life of the Project, including progress reporting and grant administration, and procurement of any needed subconsultants.

Deliverables:

- Quarterly Progress Reports
- CCC Grant Administration

Exhibit A



Proposed starting date: 1/2/2020
 Estimated completion: 3/31/2022

Task 1. Project Initiation and Kickoff	Projected start date: 1/2/2020	End date: 3/31/2020
Outcomes: Kickoff Meeting		
<u>Deliverables:</u>		
<ul style="list-style-type: none"> Kickoff Meeting Materials including Agenda, Minutes, Communication Protocols, and Action Items 		
Task 2. Agency & Stakeholder Coordination	Projected start date: 1/2/2020	End date: 3/31/2022
2.1 Coordination with CCC	Projected start date: 1/2/2020	End date: 3/31/2022
2.2 Project Coordination between the County and District	Projected start date: 1/2/2020	End date: 3/31/2022
2.3 Stakeholder Identification	Projected start date: 1/2/2020	End date: 3/31/2020
2.4 Stakeholder Meetings	Projected start date: 4/1/2020	End date: 9/30/2021
Outcomes: Coordination with CCC, County, and key stakeholders throughout the life of the Project		
<u>Deliverables:</u>		
<ul style="list-style-type: none"> Communications and Meeting Notes Project Meeting Notes and Action Items Stakeholder List Meeting Minutes and Materials from Stakeholder Meetings 		
Task 3. Coastal Hazards Response Plan	Projected start date: 1/2/2020	End date: 10/1/2021
3.1 Evaluate Existing Conditions and Identify Constraints	Projected start date: 1/2/2020	End date: 3/31/2020
3.2 Alternatives Analysis	Projected start date: 1/2/2020	End date: 9/30/2020
3.3 Identification of a Preferred Site or Alternative	Projected start date: 10/1/2020	End date: 1/31/2021
3.4 Develop Schedule for Potential Major Relocation Events	Projected start date: 10/1/2020	End date: 4/31/2021
3.5 Conduct economic analysis	Projected start date: 10/1/2020	End date: 4/31/2021
3.6 Prepare Draft Coastal Hazards Response Plan	Projected start date: 4/1/2020	End date: 6/30/2021
3.7 Presentation of Draft Coastal Hazards Response Plan to Planning	Projected start date: 7/1/2021	End date: 8/13/2021

Exhibit A



Commission and Board of Supervisors		
3.8 Final Coastal Hazards Response Plan	Projected start date: 8/16/2021	End date: 10/1/2021
<u>Outcomes:</u> Preparation and Submittal of the Coastal Hazards Response Plan to CCC		
<u>Deliverables:</u>		
<ul style="list-style-type: none"> • Draft Coastal Hazard Response Plan • PowerPoint Presentation and Materials • Final Coastal Hazard Response Plan 		
Task 4: Draft LCP Amendments	Projected start date: 2/1/2021	End date: 9/30/2021
4.1: Develop Work Plan and Policy Framework	Projected start date: 2/1/2021	End date: 3/1/2021
4.2: Develop Draft LCP Amendments	Projected start date: 3/2/2021	End date: 6/30/2021
4.3: Circulate Draft LCP Amendments	Projected start date: 7/1/2021	End date: 8/13/2021
4.4: Prepare Revised Draft LCP Amendment Package	Projected start date: 8/16/2021	End date: 10/1/2021
<u>Outcomes:</u> Draft LCP Amendments to facilitate WWTP relocation		
<u>Deliverables:</u>		
<ul style="list-style-type: none"> • Work Plan • Draft LCP Amendments • Public Draft LCP Amendments • Draft Final LCP Amendments 		
Task 5: Hearings and Adoption	Projected start date: 10/1/2021	End date: 3/31/2022
5.1: Planning Commission Hearings	Projected start date: 10/5/2022	End date: 12/31/2022
5.2: Board of Supervisors	Projected start date: 1/2/2022	End date: 2/4/2022
5.3: Submit locally approved LCP Amendment to CCC	Projected start date: 2/7/2022	End date: 3/31/2022
<u>Outcomes:</u> Local adoption of LCP Amendments and submittal to CCC for certification		
<u>Deliverables:</u>		
<ul style="list-style-type: none"> • Planning Commission Staff Reports and Exhibits • Board of Supervisors Staff Reports and Exhibits • LCP Amendment Submittal to the CCC 		
Task 6: Project Management and	Projected start date:	End date:

Exhibit A



Administration	1/2/2020	3/31/2022
Outcomes: Ongoing Project Management & Grant Administration		
Deliverables:		
<ul style="list-style-type: none"> Quarterly Progress Reports CCC Grant Administration 		

BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
Kickoff Meeting & Identification of Stakeholders	3/31/2020
Draft Coastal Hazards Response Plan & Draft LCP Amendments	6/30/2021
Presentation at Public Hearing(s) & Circulation of Draft LCP Amendments	7/1/2021 – 8/31/2021
Final Coastal Hazards Response Plan & LCP Amendments	10/1/2021
Local Adoption & Submittal to CCC	3/31/2022

APPLICATION BUDGET INFORMATION

Funding Request: \$130,000

Total Project Cost: \$163,000

	CCC Grant Total	Match/ Other Funds (SSCSD)	Match/ Other Funds	Total (LCP Grant Funds + Match/ Other Funds)
LABOR COSTS¹				
County Staff Labor				
Task 1 – Project Initiation	\$2,500	--		\$2,500
Task 2 – Agency & Stakeholder Coordination	\$5,000	--		\$5,000
Task 3 – Coastal Hazards Response Plan	--	--		--
Task 4 – Draft LCP Amendments	\$25,000	--		\$25,000
Task 5 – Hearings and Adoption	\$8,000	--		\$8,000
Task 6 – Project Management & Administration	\$2,500	--		\$2,500

¹ Amount requested should include total for salary and benefits.

Exhibit A



	CCC Grant Total	Match/ Other Funds (SSCSD)	Match/ Other Funds	Total (LCP Grant Funds + Match/ Other Funds)
Total Labor Costs	\$43,000			\$43,000
DIRECT COSTS				
San Simeon Community Services District & Consultants²				
<i>San Simeon CSD</i>				
Task 1 – Project Initiation	\$2,500			\$2,500
Task 2 – Agency & Stakeholder Coordination	\$15,000			\$15,000
Task 3 – Coastal Hazards Response Plan	\$67,000	\$33,000		\$100,000
Task 4 – Draft LCP Amendment Package	--			
Task 5 – Hearings and Adoption	--			
Task 6 – Project Management & Administration	\$2,500			\$2,500
Total Direct Costs	\$87,000	\$33,000		\$120,000
OVERHEAD/INDIRECT COSTS³				
Total County Staff Overhead/Indirect Costs				
TOTAL PROJECT COST	\$130,000	\$33,000	--	\$163,000

² All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

³ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for "Total Labor."

Exhibit A



Regional Map – San Simeon, CA

**FIGURE
1**

Project Location



San Simeon
Community Services District
Wastewater Treatment Plant

San Simeon Acres

Exhibit A

Project Site Photos



**WWTP
Perimeter
Wall &
Fence**

Myoporum / Iceplant

Riprap

(looking south)

Project Site Photos



(looking south)