

**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: March 5, 2021 at 10:00 AM.

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)A

NOTE: On the day of the meeting, the virtual meeting room will be open beginning at 9:30 AM. If you are unable to access the meeting please contact the District office at (805) 927-4778 prior to the 10:00 AM 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: 10:00 AM

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 Item #3. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

3. BUSINESS ITEMS

A. Review draft sub-recipient agreement between District and San Luis Obispo County Local Coastal Plan (LCP) amendment.

4. 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 cmurguia@graceenviro.com and the District will work with you on your accommodation.



BUSINESS ITEM STAFF REPORT

Item 3.A. Review draft sub-recipient agreement between District and San Luis Obispo County Local Coastal Plan (LCP) amendment.

Summary

During a call between the County and Oliveira Environmental Consulting on January 13, 2021 for the purpose of reviewing the status of the LCP Amendment Grant, the County requested that the District enter into a Sub recipient Agreement. 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.

The purpose of this Special Meeting will be to provide input on the draft Agreement and recommend any edits before being passed along to the County. The County shall then review and a finalized version of the agreement will be returned to the Board for final approval.

Enc: Draft Version 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, 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 Subrecipient will receive the full grant funds minus a County administrative fee to be determined by the County and the Subrecipient; and

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

WHEREAS, the Grant Agreement 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**. The project subject to the LCP Grant (“Project”) shall consist of the activities described in Exhibit A, which consists of the Grant Application and Attachments as submitted to and approved by the California Coastal Commission.
2. **District Compliance**. The Subrecipient agrees to comply with all terms and conditions of the Grant Application and Attachments in the implantation of the Project.
3. **Compensation**. The County will pay Subrecipient a maximum amount of \$ _____ for carrying out the Project to the satisfaction of the County. The County will pay Subrecipient in staged payments throughout the performance of this Contract. The timing of these payments is tied to services provided by Subrecipient and approved and accepted by County.
4. **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.
5. **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 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

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

By: _____

By: _____

Dated: _____

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____

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