

PAJARO/SUNNY MESA
COMMUNITY SERVICES DISTRICT
136 San Juan Road, Royal Oaks, CA 95076
O (831) 722-1389 | Fax (831) 722-2137
www.pajarosunnymesa.com

AMENDED AGENDA
SPECIAL AND REGULAR MEETING OF THE BOARD OF DIRECTORS
DISTRICT CONFERENCE BOARD ROOM
136 SAN JUAN ROAD, ROYAL OAKS, CA 95076

NOVEMBER 21, 2024
5:30 P.M.

The Pajaro/Sunny Mesa Community Services District welcomes you to its meetings regularly scheduled on the fourth Thursday of each month, and your interest and participation is encouraged and appreciated.

Contact the District office at the email address or telephone number above if you believe you require any modification or accommodation for any disability which might impair your ability to participate in the meeting.

Members of the public may join the meeting from their computers via Zoom Meeting by entering the following link: <https://us06web.zoom.us/j/87541434659?pwd=3pivqPUrJ2BvKs43ZjF4D2D6zyHEcz.1> or by calling **1 (669) 444-9171** and when prompted, enter meeting ID: **875 4143 4659#** and passcode **375000#**. A link to the Zoom Meeting may also be found on our District's home page at www.pajarosunnymesa.com identified as "Board Meeting Zoom Link" You may submit written comments in writing either at District Office in person or by email info@pajarosunnymesa.com through and including the time of the meeting.

Documents provided to the District after the agenda has been published will be available at the District office and available for photocopying during ordinary business hours as Public Records at the cost set by resolution by the Board from time to time. This is ordinarily \$.25 per page. Documents provided to the Board for agenda items will ordinarily be placed on the District website if time permits. Otherwise, late documents will be provided to the Board at the meeting and a copy placed with the agendas available to the Public at Board meetings.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Pajaro Sunny Mesa Community Services District at (831) 722-1389 before the meeting to allow the District to make reasonable accommodations.

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER AND ROLL CALL

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

ADMINISTRATIVE STAFF:

General Manager Judy Vazquez-Varela _____
Operations Manager Sergio Ochoa _____
Bookkeeper Amy Saldate _____
Recorder Rocio Fernandez _____
Heidi Quinn _____

DISTRICT COUNSEL:

P/SMCSD SPECIAL AND REGULAR BOARD MEETING AGENDA – November 21, 2024

3. ADDITIONS TO AGENDA [SUBDIVISION (b), CALIFORNIA GOVERNMENT CODE § 54954.2]

The Board may act on items of business not appearing on the posted agenda if (1) three members determine that an emergency (as defined in California Government Code Section 54956.5 exists), and (2) two-thirds vote of the members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present, find a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted.

4. COMMENTS FROM PUBLIC OR MEMBERS OF BOARD ON ITEMS NOT ON AGENDA

Any person may address the Board on any item not on the agenda when recognized by the Board President. Any Board member may comment on any item not on the agenda.

ACTION ITEMS

Consent Agenda

Any person may comment on any item on the consent agenda.

1. DRAFT MINUTES OF OCTOBER 24, 2024, REGULAR MEETING

Approval of draft minutes for Regular Meeting on 10/24/2024¹

Motioned by: Director _____ Seconded by: Director _____
Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

Old Business:

1. NONE

New Business:

1. REVIEW AND MOTION TO APPROVE DRAFT FINANCIAL REPORTS FOR OCTOBER 2024

- Financial notes
- Report from Staff

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Draft Financial Reports for October 2024

Motioned by: Director _____ Seconded by: Director _____
Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
Motion passed: _____ Motion Failed: _____

¹ Robert's Rules of Order Newly Revised, 12th edition says: "It should be noted that a member's absence from the meeting for which minutes are being approved does not prevent the member from participating in their correction or approval." 41:11. A newly elected member may vote to approve minutes for a meeting held before the member was appointed, and a member who was not present at a meeting also has the right to move approval of the minutes of that meeting.

See also <https://jurassicparliament.com/approving-minutes-if-you-were-absent/>

P/SMCSD SPECIAL AND REGULAR BOARD MEETING AGENDA – November 21, 2024

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

2. REVIEW AND MOTION TO APPROVE NOVEMBER PAYMENTS (CHECK LISTING)

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve November payments

Motioned by: Director _____ Seconded by: Director _____
Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

3. CONSIDER APPROVING THE MNS ENGINEERS, INC. PROPOSAL AND SAMPLE CONTRACT FOR ENGINEERING SERVICES FOR THE SPRINGFIELD WATER SYSTEM CONSOLIDATION PROJECT, PENDING DISTRICT COUNSEL REVIEW

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve the MNS Engineers, Inc. Proposal and Sample Contract for Engineering Services for the Springfield Water Consolidation Project, Pending District Counsel review

Motioned by: Director _____ Seconded by: Director _____
Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

4. CONSIDER APPROVING THE DENISE DUFFY & ASSOCIATES, INC. CONTRACT AGREEMENT FOR THE SPRINGFIELD WATER SYSTEM CONSOLIDATION PROJECT, PENDING DISTRICT COUNSEL REVIEW

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve the Denise Duffy & Associates, Inc. Contract Agreement

Motioned by: Director _____ Seconded by: Director _____
Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
Motion passed: _____ Motion Failed: _____

P/SMCSD SPECIAL AND REGULAR BOARD MEETING AGENDA – November 21, 2024

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

STAFF/COMMITTEE REPORTS: (INFORMATION ONLY, NO ACTION)

This part of agenda is for the Staff to report to the Board on District operations however no action is agendized and no action may be taken other than asking for an action item to be brought to the Board at a future meeting.

1. District Office will be closed the following days:
 - November 28-29, 2024. Office will re-open on December 2, 2024.
 - December 23, 2023 thru December 27, 2024. Office will re-open on December 30, 2024.
 - Water Operators will work on a limited basis to ensure water systems are fully operational.
2. Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project (PSMS)
 - Progress Report
3. Delany WC Feasibility Study
 - Progress Report
4. Springfield Consolidation Project
 - Progress Report
5. District Operations Report
6. Usage Comparison Report 2023/2024

CLOSED SESSION:

A. NONE

MOTION TO ADJOURN

Next Board meeting date: December 19, 2024

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

Adjournment Time: _____ p.m.



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

November 18, 2024

Judy Vazquez-Varela
General Manager, Pajaro/Sunny Mesa CSD
136 San Juan Road
Royal Oak, CA 95076
831-722-1389

Subject: Springfield Water System Improvements Project

Ms. Vazquez-Varela:

Thank you for providing Denise Duffy & Associates, Inc. (“DD&A”) with the opportunity to provide this scope of work to provide ongoing planning and biological monitoring services for the Springfield Water System Improvements Project (“Project”). As detailed below, DD&A proposes to provide the following services in support of the Project.

SCOPE OF WORK

As requested by Pajaro Sunny Mesa Community Services District (“PSMCSD”), DD&A would provide ongoing planning and environmental support services in connection with the Project. More specifically, those services would include compliance and reporting tasks as well as pre-construction, construction-phase, and post-construction biological monitoring and reporting. Below is a brief overview and cost of anticipated tasks.

This scope of work assumes that DD&A’s Planning staff would provide the administration and management of the required reporting per the grant requirements and DD&A’s Natural Resources Division (“NRD”) would be responsible for providing the biological services necessary to ensure compliance with resource agency permit conditions and mitigations. In addition, DD&A NRD would be responsible for providing technical guidance during construction to ensure that the applicable protocols are followed.

Task 1. Project Initiation (Planning Tasks)

- **Task 1a. Project Initiation** As part of this initial task, DD&A will meet with PSMCSD and Project Engineers (MNS) to refine the scope, confirm roles, and discuss initial agency and consultant coordination regarding responsibility for mitigation monitoring and condition compliance. This task includes coordination with MNS to ensure that relevant County conditions of approval and mitigation measures are incorporated into construction documents. After review, DD&A will consolidate biological and planning comments on construction documents and submit these to MNS and PSMCSD. This task would occur prior to the contractor selection process and include one meeting on bid documents. DD&A would also be available to assist in addressing questions and queries (through PSMCSD and MNS) on environmental requirements during the bidding process, as requested.

- **Task 1b. Environmental Compliance Plan/Condition Compliance Tracking Matrix:** DD&A will prepare a draft Environmental Compliance Plan template and provide to PSMCSD and the State Water Resources Control Board (“SWRCB”) Division of Financial Assistance (“DFA”) for approval prior to the submittal of required quarterly progress reports. The Environmental Compliance Plan will be the guiding document for the Project’s compliance with the mitigation measures included in the Mitigation Monitoring and Reporting Program (“MMRP”). The plan will identify key roles, responsibilities, contractor and team contact information and protocol for actions to ensure ongoing environmental compliance. DD&A will also create a combined condition compliance tracking matrix that includes all relevant mitigations and conditions from the PSMCSD and County of Monterey MMRP and approved permit conditions that includes requirements for implementation, responsibility and timing. As discussed below, the matrix will be used for reporting ongoing compliance with the mitigation measures identified and applicable permit conditions.
- **Task 1c. State Grant Program Reporting:** During construction, DD&A will compile planning and biological compliance documents and submit quarterly mitigation/compliance reports. The quarterly reports will be provided to PSMCSD and the SWRCB DFA and will summarize the Project’s compliance with the mitigation measures included in the MMRP throughout the duration of construction. Based on the construction schedule, it is anticipated that seven (7) quarterly reports will be required. If construction exceeds the anticipated 1.75 years and additional reports are required, then an add-on will be required to request additional budget. In addition, DD&A will maintain and update an online file sharing system (“ShareFile”) where representatives from the SWRCB can assess compliance verification information. DD&A will review, update, and manage the condition compliance tracking matrix as needed to assess the compliance status of individual mitigation measure/conditions and identify action items and responsibility.
- **Task 1d. Coordination/Project Management/Meetings:** This task includes DD&A’s ongoing coordination, management of the contract, scope, budget, and schedule with PSMCSD and PSMCSD staff for all of the work completed within the project. This also includes overall coordination with larger interagency and community teams, specifically, those not involved in mitigation monitoring and environmental compliance directly. DD&A will prepare regular progress status reports throughout the duration of the project. This task also includes consultation time for DD&A with the engineering team and contractor on final detailed construction and design documents. All of the tasks and sub-tasks identified within the scope will involve periodic coordination and strategy calls with PSMCSD and project partners to coordinate information exchange, discuss/refine project submittal information, and work with the internal team to address project needs.

Task 2. Biological Condition Compliance

This task focuses on the biological condition compliance requirements for State Revolving Fund (“SRF”) reporting. DD&A NRD staff will provide biological services related to pre-construction, construction-phase, and post-construction requirements from the County of Monterey MMRP, California Department of Fish and Wildlife (“CDFW”) Incidental Take Permit (“ITP”), and U.S. Fish and Wildlife Service (“USFWS”) Biological Opinion (“BO”). As part of this task, DD&A will: a) provide oversight of biological condition compliance, including coordination with the project team and regulatory agencies, and management of the biological permit tracking matrix for the BO, CDFW, ITP and USFW requirements; b) provide assistance with purchase of conservation bank credits; c) prepare a Covered Species Mortality

Reduction and Relocation Plan and an Exclusionary Fencing Plan; d) prepare and provide an educational program; e) conduct pre-construction surveys; f) manage and monitor exclusionary fence installation; g) provide construction-phase monitoring; and h) prepare required reports.

- **Task 2a. Oversight of Biological Condition Compliance:** This task includes initial coordination with PSMCSD to ensure that the applicable mitigation measures are incorporated into construction documents and contractor plans. This would occur prior to and during contractor bidding and selection process. It is anticipated that once the contractor is selected DD&A biologists will also participate in the kick-off meeting. As part of this task, the obligations of each party (i.e., PSMCSD, DD&A, and Contractor) will be identified.

DD&A will compile the necessary biological permit conditions, mitigation measures, and other covenants and supporting documentation to create a comprehensive mitigation matrix. The matrix will identify compliance status, action items, and responsibilities, and will be organized according to the temporal (e.g., pre-construction, on-going, etc.) and spatial requirements. DD&A will update the mitigation matrix throughout the duration of project implementation to ensure the project remains in compliance with all biological project conditions.

As required by the CDFW ITP and USFWS BO, DD&A will coordinate with the agencies to acquire DD&A staff approval for the roles of Designated Representative, Designated Biologist, and Designated Monitor. This includes providing the agencies with staff qualifications and references applicable to the permit conditions. In addition, DD&A will provide CDFW with the required GIS files. DD&A will also provide notification to the agencies prior to the initiation of construction and maintain communication throughout construction as necessary (not including reporting requirements, as identified below in Task 2h).

- **Task 2b. Conservation Bank Assistance:** DD&A will provide assistance to PSMCSD in purchase of conservation bank credits, as required by the CDFW ITP and USFWS BO. This task includes the following: 1) conduct outreach to the conservation bank to confirm it has enough credits to serve Project's mitigation requirements; 2) fill out conservation bank application form and submit to conservation bank; 3) coordinate with PSMCSD and conservation bank to pay fees; and 4) submit receipt to CDFW and USFWS to satisfy condition. This task includes ongoing coordination with PSMCSD and the conservation bank throughout the credit purchasing process.
- **Task 2c. Prepare Required Plans:** DD&A biologists will prepare a Covered Species (i.e., California tiger salamander [CTS]) Mortality Reduction and Relocation Plan in accordance with the CDFW ITP requirements. The Plan will include, but not be limited to: a discussion and map of potential CTS upland habitat within the project site; identification of areas within 630 and 2,092 meters of known or potential CTS breeding habitat; detailed survey, excavation, capture, handling, and relocation methods; identification of relocation areas; identification of a wildlife rehabilitation center or veterinary facility capable of treating injured wild amphibians; and, identification of the areas within the pipeline and/or service laterals where an alternative daily monitoring period is proposed, as well as the proposed duration of the alternative daily monitoring period.

DD&A will also prepare an Exclusion Fencing Plan in accordance with the CDFW ITP requirements for the Well site and staging areas within the Moss Landing Middle School site. The Exclusion Fencing Plan will include: fencing design, layout (including maps), materials, and installation methods; design, number, spacing, and locations of earthen one-way exit ramps to avoid entrapment

of CTS; access gate design(s) and location(s); and inspection, maintenance, repair, and replacement methods and intervals.

This task also includes coordination with CDFW to gain approval of the plans. It is assumed that up to two drafts of each plan will be required prior to approval. If CDFW requires additional drafts prior to approval, an add-on to the contract may be necessary.

- **Task 2d. Prepare and Implement Employee Education Program:** DD&A will prepare an Employee Education Program in accordance with the requirements of the MMRP, CDFW ITP, and USFWS BO. The program will include: 1) a review of the project boundaries; 2) how the designated biologists and monitors will examine the area and agree upon a method which would ensure the safety of the biologists/monitors during such activities; 3) a discussion of the biology and general behavior all special-status species that may be present, their habitat needs and sensitivity to human activities, and proper identification; 4) project-specific protective measures that will be incorporated into the construction effort; 5) the general provisions and protections afforded by the regulatory agencies and penalties for violations; and 6) the proper procedures if a special-status animal is encountered within the project site. The detailed information will be provided to the contractor in a binder that will be kept on site during construction. In addition, DD&A will prepare fact sheet handouts summarizing the information for workers to carry during construction.

Prior to mobilization and other ground disturbing activities, DD&A will present the Employee Education Program to construction personnel and other relevant employees involved in the project. The same instruction will be provided to any new workers before they are authorized to perform work in the project site. In addition, the training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

This scope of work assumes that interpretation and translation services for non-English speaking workers will be provided by the Contractor or other responsible party in accordance with the CDFW ITP. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures.

- **Task 2e. Preconstruction Surveys:** Pre-construction clearance surveys will be conducted by qualified DD&A biologists as directed by the MMRP and regulatory permits. Survey methodology will be consistent with the requirements of the environmental documentation. The sub-tasks below provide a description of the necessary biological surveys:
 - **Nesting Bird Survey:** if construction begins between February 1 and September 15 (MMRP Measure BIO-1B)
 - **CTS Survey and Burrow Survey/Flagging:** 14 days or less before construction within each portion of the project site and a 50-ft buffer (CDFW ITP, USFWS BO)
 - **Burrow Excavation:** 14 days or less after CTS Survey (CDFW ITP)
 - **Special-Status Amphibian Surveys:** 48 hours prior to construction within each portion of the project site (MMRP Measure BIO-3A, CDFW ITP, USFWS BO)

Pre-construction survey reports are described below in Task 2h.

- **Task 2f. Exclusionary Fencing Management and Monitoring:** DD&A will ensure that exclusionary fencing and earthen escape ramps are installed according to the Exclusion Fence Plan (see Task 2c above). DD&A will monitor and provide oversight to the Contractor or Subcontractor for the installation of exclusionary fencing around the well site and the staging area at the Moss Landing Middle School site prior to construction and/or staging in those areas.

DD&A will also monitor installation of the exclusionary fencing required along Springfield road to avoid impacts to adjacent riparian and wetland habitats. In addition, DD&A will monitor removal of the exclusionary fencing following completion of construction and staging.

- **Task 2g. Construction Monitoring:** DD&A biologists will be responsible for on-going monitoring during construction activities within the project site to ensure implementation of mitigation measures and construction best management practices. The monitoring conditions in the CDFW ITP are the most stringent and therefore, this task is based on implementing the conditions of this permit. All monitoring conditions of the MMRP and USFWS BO would be fulfilled with implementation of the CDFW ITP conditions. The following provides an overview of the monitoring requirements for each portion of the project site.
 - **Pipeline & Laterals:** A DD&A biologist will survey work areas daily to identify if any sensitive biological resources are present before equipment mobilizes. The biologist will remain on site for duration of construction of these project components. Please note that this task assumes full-time monitoring for these project components; however, as outlined in Task 2c above, reduced monitoring may be approved by CDFW in portions of the pipeline/lateral alignments during preparation of the Covered Species Mortality Reduction and Relocation Plan.
 - **Well Site:** A DD&A biologist will survey work area daily to identify if any sensitive biological resources are present before equipment mobilizes. The biologist will remain on site for the duration of vegetation removal, grubbing, and initial ground disturbance. When these construction activities are complete, a DD&A biologist will conduct weekly compliance inspections of the well site.
 - **Staging Area:** A DD&A biologist will conduct weekly compliance inspections of the staging area at the Moss Landing Middle School site.

If construction personnel observe special-status species in the work area, work in the immediate area shall cease and personnel will contact the DD&A biologist or quickly relay the information through approved channels (e.g., through the construction foreman). In accordance with the CDFW ITP, a DD&A staff member approved as a Designated Biologist will be available to respond to the Project Area within one hour of being contacted to address federal and state-listed species encounters or other related issues that may arise during construction. Only Designated Biologists are approved to handle CTS.

If a California red-legged frog (CRLF) or Santa Cruz long-toed salamander (SCLTS) are observed within the project site, work shall cease in that area until the animal has moved on its own out of the work area and the USFWS has been contacted. Construction activities will not resume until the USFWS is consulted and appropriate actions are taken to allow project activities to continue. Staff

approved by CDFW as Designated Monitors will be available to respond to encounters of other special-status species or other issues that may arise during construction.

The DD&A biologists will have authority to stop construction activities and develop alternative work practices, in consultation with construction personnel and resource agencies, if construction activities are likely to impact special-status species or other sensitive biological resources. Any injured CTS will be taken immediately to the CDFW-approved wildlife rehabilitation or veterinary facility identified in the Covered Species Mortality Reduction and Relocation Plan (see Task 2c). Any costs associated with the care or treatment of injured CTS will be the responsibility of PSMCSD. The remains of any CTS killed as a result of project construction will be placed with the California Academy of Sciences Herpetology Department.

Monitoring will include evaluation of any exclusionary fencing or flagging throughout construction to ensure it remains intact and in good condition. DD&A will identify needed repairs to the fencing and will coordinate with the contractor to complete any necessary repairs. DD&A will maintain a monitoring log daily or weekly, as appropriate, for the duration of construction. The monitoring log will be included with and summarized in the Quarterly, Annual, and Completion Reports, as described below in Task 2h below.

Task 2h. Reporting: Prior to any ground disturbing activities within each portion of the project site (i.e., well site, pipelines, laterals), reports will be prepared describing the results of the pre-construction surveys within the surveyed area(s). The report(s) will include, but are not limited to: survey methods and surveyors; survey dates; a description of the species observed and a map of the location; any negative findings; and recommended additional avoidance and minimization measures, if applicable.

DD&A will prepare quarterly monitoring reports for submittal to CDFW by January 15, April 15, July 15, and October 15 of each year. The quarterly reports will summarize the monitoring log and will include: the number of acres that have been permanently and temporarily disturbed by the project, both for the quarter and the total since ITP issuance; the number of acres of ground disturbance anticipated to occur during the subsequent quarter; a summary of all pre-activity clearance surveys and compliance monitoring conducted; and the construction activities that occurred during the quarter.

DD&A will prepare an annual report for submittal to CDFW by January 31 of each year following ITP issuance and to USFWS by January 30 of each year that construction is active. The annual report will include: a summary of all Quarterly Reports for that year; a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; a copy of the table in the CDFW ITP MMRP with notes showing the current status of each mitigation measure; an assessment of the effectiveness of each mitigation measure implemented in avoiding, minimizing and mitigating Project impacts; all available information about Project-related incidental take and/or other Project impacts on CTS.

DD&A will prepare a Final Mitigation Report/Completion Report for submittal to CDFW within 45 days of completion of all construction and mitigation measures and to USFWS within 90 days after construction completion. A draft Final Report will be prepared and provided to PSMCSD and the EPA for review prior to submittal to the agencies.

The Final Report will include: a summary of all Quarterly and Annual Reports; a copy of the table in the CDFW ITP MMRP with notes showing when each mitigation measure was implemented; all available information about Project-related incidental take and/or other Project impacts on CTS; all available information collected for any CTS observed prior to or during construction, including relocation sites; beginning and ending dates of project construction; an assessment of the effectiveness of each mitigation measure in avoiding, minimizing and mitigating Project impacts; a discussion of any problems that were encountered in implementing the mitigation measures; recommendations on how mitigation measures might be changed to be effective for future projects; and any other pertinent information.

DD&A will revise the draft Final Report based on any comments from PSMCSD and the EPA and prepare a final draft. Any CTS or other special-status species encounters will be reported to the California Natural Diversity Database (CNDDDB) within 60 days of the observation. In addition, DD&A will report any dead or injured CTS to the agencies immediately by phone and/or email and prepare a written report within two days of the incident.

Task 3. Additional Technical Support for the Project During Construction

As part of this task, DD&A will be available to provide on-going planning and environmental support services in connection with the Springfield Project construction phase. This task is primarily associated with addressing construction or technical issues that may arise during project implementation beyond those enumerated above. This task also includes specified surveys for newly listed species as further described in Task 3b, below.

- **Task 3a.** Additional Technical Support Services: This task includes additional requests for DD&A services to respond to various requests for information, confirmation of project area and mitigation, and miscellaneous request for project-related services beyond the scope of services described above.
- **Task 3b Additional Surveys:** Due to the western burrowing owl becoming a candidate for listing on the California endangered species act, and the re-listing of western bumble bee as a candidate species and CDFW's recent release of survey considerations for candidate bumble bee species, DD&A recommends that additional pre-construction surveys for these species are conducted to ensure compliance with MMRP Measures BIO-5 and BIO-6 and provide extra insurance that the project would not impact these species or need additional take permits. The costs for the surveys efforts for these two species are included in the attached spreadsheet.

Estimated Costs and Key Assumptions:

Estimated costs for the above services are included on the attached budget. The following assumptions were used in preparing this scope of work, budget, and schedule:

- Any additional changes to the Springfield Project area beyond those identified in the CDFW ITP area maps are not included.
- The areas of impact/affect and project descriptions will not change such as that new or revised biological or cultural resources investigations would be required.
- DD&A reserves the right to reallocate labor and/or direct expenditures between tasks and phases to ensure the successful completion of the scope of work.

If the scope of work and budget presented above are acceptable, please sign and return a copy of the attached Authorization to Proceed form. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Denise Duffy".

Denise Duffy
President, DD&A
dduffy@ddaplanning.com
(831) 373-4341ext. 13

SPRINGFIELD WATER IMPROVEMENTS PROJECT

Estimated Costs for Pre-Construction and Construction-Phase Biological & Planning Services

Task #	Task Description	Staff Time Subtotal	Expenses	Task Total
PLANNING TASKS				
1a	Project Initiation	\$5,224		\$5,224
1b	Environmental Compliance Plan/Condition Compliance Tracking Matrix	\$9,376		\$9,376
1c	State Grant Program Reporting	\$13,616		\$13,616
1d	Coordination/Project Management/Meetings	\$13,416	\$200	\$13,616
<i>PLANNING SUBTOTAL</i>			<i>\$ 200</i>	<i>\$ 41,832</i>
BIOLOGICAL CONDITION COMPLIANCE				
2a	Oversight of Biological Condition Compliance	\$8,832		\$8,832
2b	Conservation Bank Assistance	\$1,634		\$1,634
2c	Prepare Required Plans	\$7,908		\$7,908
2d	Educational Program	\$3,688	\$150	\$3,838
2e	Preconstruction Surveys	\$22,360	\$430	\$22,790
2f	Exclusionary Fencing	\$11,520	\$210	\$11,730
2g	Construction Monitoring	\$226,736	\$7,330	\$234,066
2h	Reporting	\$16,548		\$16,548
2i	Biological Monitoring Project Management	\$7,052	\$80	\$7,132
<i>BIOLOGICAL MONITORING SUBTOTAL</i>		<i>\$ 306,278</i>	<i>\$ 8,200</i>	<i>\$ 314,478</i>
ADDITIONAL TECHNICAL SUPPORT DURING CONSTRUCTION				
3a	Additional Technical Support	\$2,394		\$2,394
3b	Additional WBO and WBB surveys	\$9,712	\$168	\$9,880
<i>ADDITIONAL TECHNICAL SUPPORT SUBTOTAL</i>		<i>\$ 12,106</i>	<i>\$ 168</i>	<i>\$ 12,274</i>

<i>Planning Tasks Subtotal</i>	<i>\$ 41,832</i>
<i>Biological Monitoring Tasks Subtotal</i>	<i>\$ 314,478</i>
<i>Additional Technical Support Subtotal</i>	<i>\$ 12,274</i>
TOTAL COST	\$ 356,310

DENISE DUFFY & ASSOCIATES, Inc.
STANDARD TERMS AND CONDITIONS

Invoices	Denise Duffy & Associates, Inc. will submit progress invoices to Client at least as frequently as monthly and a final bill upon completion of services. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge equal to 1.5% on undisputed past-due accounts.										
Workers' Compensation Insurance	Denise Duffy & Associates, Inc is protected by Worker's Compensation Insurance as required by applicable state law. Proof of insurance will be provided to Client upon request.										
General Liability Insurance and Limitation	<p>Denise Duffy & Associates, Inc. is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits as specified below. Certificates of insurance shall be provided to Client upon request. Denise Duffy & Associates, Inc. shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance as noted below. Denise Duffy & Associates, Inc. shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff; other consultants, independent contractors, third parties or others working on the project that have not been hired by Denise Duffy & Associates, Inc. and over which Denise Duffy & Associates, Inc. has no supervision or control.</p> <table border="0" data-bbox="553 1003 1260 1428"> <thead> <tr> <th data-bbox="553 1003 922 1031"><u>COVERAGES</u></th> <th data-bbox="938 1003 1227 1031"><u>LIMITS OF LIABILITY</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="553 1037 922 1167"><u>General Liability</u> (Including Bodily Injury, Property Damage and Contractual Liability)</td> <td data-bbox="938 1037 1260 1064">\$1,000,000 each Occurrence</td> </tr> <tr> <td data-bbox="553 1199 922 1329"><u>Automobile Liability</u> (Including Bodily Injury and Property Damage)</td> <td data-bbox="938 1136 1260 1163">\$2,000,000 Aggregate</td> </tr> <tr> <td data-bbox="553 1360 922 1388"><u>Professional Liability</u></td> <td data-bbox="938 1199 1260 1226">\$1,000,000 each Occurrence</td> </tr> <tr> <td></td> <td data-bbox="938 1394 1260 1421">\$1,000,000 Aggregate</td> </tr> </tbody> </table>	<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>	<u>General Liability</u> (Including Bodily Injury, Property Damage and Contractual Liability)	\$1,000,000 each Occurrence	<u>Automobile Liability</u> (Including Bodily Injury and Property Damage)	\$2,000,000 Aggregate	<u>Professional Liability</u>	\$1,000,000 each Occurrence		\$1,000,000 Aggregate
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Termination	This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, Denise Duffy & Associates, Inc. shall be paid for the services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records and reports necessary to document job status at the time of termination.										
Fees	Denise Duffy & Associates, Inc. agrees to provide services covered by this Agreement on a fixed fee basis. If the project requirements expand beyond the scope of services covered by this Agreement, an additional Service Agreement or a written addendum to this Agreement shall be entered into to cover the revised scope and fee. Should Client authorize a revision in the scope of services without a revision to this										

	agreement, Denise Duffy & Associates, Inc. shall be compensated for the services actually performed.
Notices	Communications from the Client shall be to Denise Duffy & Associates, Inc. designated Project Manager or to the Denise Duffy & Associates, Inc. Principal-in-Charge of the project. Verbal communications shall be confirmed in writing.
Disputes	If a dispute arises regarding the performance of the services covered by this Agreement, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses.
Indemnification	<p>Client and Denise Duffy & Associates, Inc. each agrees to indemnify and hold harmless the other (Indemnitor and Indemnitee), and their respective officers, directors, partners, authorized agents and employees from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses), arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by the Indemnitor's negligent acts, errors or omissions, or willful misconduct in the performance of services under this Agreement and anyone for whom the Indemnitor is legally liable.</p> <p>Indemnitor shall only be required to reimburse Indemnitee for its reasonable defense fees and costs, including reasonable attorney's fees, costs and expenses, in direct proportion to Indemnitor's negligence on a percentage basis as ultimately determined by a court of competent jurisdiction and further, only to the extent such fees and costs were directly attributable to Indemnitee's defense of a suit based on Indemnitor's actual negligence.</p> <p>The Indemnitor is not obligated to indemnify the Indemnitee for the Indemnitee's own negligence or willful misconduct</p>
Entire Agreement	These General Conditions shall be used in combination with a Service Agreement, a proposal, or a contract. These combined documents shall be the entire Agreement and shall supersede any other agreement between Client and Denise Duffy & Associates, Inc. relating to the subject matter. In case of conflict or inconsistency between these General Conditions and any other contract documents, the stricter provisions shall control.

AUTHORIZATION TO PROCEED



Note: If the scope and fee described in the Denise Duffy & Associates, Inc. attached proposal are acceptable, please sign and return a copy of this authorization form for our files. The signature below also serves as acceptance of Denise Duffy & Associates, Inc. Standard Terms and Conditions, attached. Thank you.

Project Name: Springfield Water System Improvements Project

Accepted by (signature): _____ **Dated:** _____

Print Name: Judy Vazquez-Varela

Title: General Manager, Pajaro/Sunny Mesa CSD

On Behalf of: Pajaro/Sunny Mesa CSD

Mailing Address: 136 San Juan Road Royal Oak, CA 95076

Phone: 831-722-1389

Fee/Scope Confirmation: Planning and biological condition compliance services for the Springfield Water System Improvements Project, per the attached November 18, 2024 letter from Denise Duffy to Judy Vazquez-Varela, and budget attachment.

Existing Contract Date, if applicable: _____

If invoice should be sent to a different person or location, please complete below:

Mailing Address: _____

Attention: _____

Return to: Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, CA 93940

Or email: mechevarria@ddaplanning.com