

**OATH OF OFFICE
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX. Sec.3 as amended)**

STATE OF CALIFORNIA)
) SS.
COUNTY OF SACRAMENTO)

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Person Administering Oath

Printed Name and Title of Person Administering Oath

**DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT
STAFF REPORT**

TO: Delta Region Geologic Hazard Abatement District (GHAD) Board of Directors

FROM: GHAD Clerk

BOARD MEETING DATE: March 29, 2022

SUBJECT: Adopt a Resolution Selecting a GHAD Board Chairperson and Alternative Chairperson

RECOMMENDATION

That the Board adopt Resolution 22-01, selecting a GHAD Board Chairperson and Alternative Chairperson.

SUMMARY

A member of the board of directors of the GHAD ("Board") should be appointed to serve as the Board Chairperson; and a Board member should be appointed to serve as the Board Alternate Chairperson if the Board Chairperson is not able to serve as the Chairperson of the Board. The Board Chairperson would be authorized to execute all resolutions and official actions by the GHAD Board, to lead meetings of the Board, and to carry out the responsibilities delegated to the Chairperson by the Board.

FISCAL IMPACT: None

Attachment 1: Resolution 22-01

**BOARD OF DIRECTORS OF THE
DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT
RESOLUTION NO. 22-01**

**A RESOLUTION ELECTING _____ AS CHAIRPERSON AND _____ AS
ALTERNATE CHAIRPERSON OF THE DELTA REGION GEOLOGIC HAZARD ABATEMENT
DISTRICT FOR THE TERM BEGINNING DECEMBER 14, 2021, AND ENDING THE FIRST
BOARD MEETING IN JANUARY 2024**

WHEREAS, on December 14, 2021, the Isleton City Council adopted Resolution No. 028-21 approving and ordering the formation of the Delta Region Geologic Hazard Abatement District ("Delta Region GHAD or GHAD"); and

WHEREAS, the GHAD is a political subdivision of the State of California, governed by state law (Pub. Res. Code § 26500 *et seq.*), and constitutes a legal entity separate and distinct from the City of Isleton ("City"), with operations independent of City functions; and

WHEREAS, a member of the board of directors of the GHAD ("Board") should be appointed to serve as the Board Chairperson; and

WHEREAS, a Board member should be appointed to serve as the Board Alternate Chairperson if the Board Chairperson is not able to serve as the Chairperson of the Board; and

WHEREAS, the Board Chairperson would be authorized to execute all resolutions and official actions by the GHAD Board, to lead meetings of the Board, and to carry out the responsibilities delegated to the Chairperson by the Board; and

The Delta Region GHAD Board of Directors HEREBY RESOLVES THAT:

1. That Board member _____, is elected Chairperson of the Delta Region GHAD Board of Directors; and
2. If the Chairperson is not available to serve, Board member _____, is hereby appointed to act as the Alternative Chairperson of the GHAD Board; and
3. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Delta Region GHAD Board of Directors, at the meeting of said Board held on the __ day of _____, 2022.

Ayes: Director(s)

Noes: Director(s)

Absent: Director(s)

Abstain: Director(s)

By: _____, Chair of the GHAD Board of Directors

ATTEST:

_____, Clerk of the GHAD Board

By: _____

Date: _____

**DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT
STAFF REPORT**

TO: Delta Region Geologic Hazard Abatement District (GHAD) Board of Directors

FROM: GHAD Clerk

BOARD MEETING DATE: March 29, 2022

SUBJECT: Adopt a Resolution Approving Contract with ENGEO Incorporated For Geologic Hazard Abatement District Clerk Services

RECOMMENDATION

That the Board adopt Resolution 22-02, approving contract with ENGEO Incorporated for Geologic Hazard Abatement District Clerk Services.

SUMMARY

The GHAD is responsible for hiring its staff (or contracting with parties to perform such staff services), including all workers who will undertake operation, maintenance, replacement, repair, and other activities of the GHAD. Pursuant to Public Resources Code Section 26584, the Board of Directors must appoint a Clerk. The Delta Region GHAD has considered options for staffing GHAD Clerk position and expressed support for contracting with ENGEO Incorporated for Clerk services. In considering alternatives, if City employees serve the role as GHAD Clerk, City employees should be treated as consultants or contractors to the GHAD under a separate agreement.

A services contract for ENGEO Incorporated to serve as the GHAD Clerk is attached as Attachment 1.

FISCAL IMPACT: The value of the services contract, to be mutually agreed upon at a later date, as discussed in Attachment A of the attached Resolution 22-02. Fees will also be deferred until a later time, as discussed in in Attachment A of the attached Resolution 22-02. The GHAD is funded through assessments levied on properties within the GHAD and potentially other external sources. Therefore, if approved, there is no fiscal impact on the City's General Fund.

Attachment 1: Resolution 22-02

**BOARD OF DIRECTORS OF THE
DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT**

RESOLUTION NO. 22-02

**A RESOLUTION OF THE DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT
BOARD OF DIRECTORS APPROVING CONTRACT WITH ENGEIO INCORPORATED FOR
GEOLOGIC HAZARD ABATEMENT DISTRICT CLERK SERVICES**

WHEREAS, on December 14, 2021, the Isleton City Council adopted Resolution No. 028-21 approving and ordering the formation of the Delta Region Geologic Hazard Abatement District ("Delta Region GHAD or GHAD"); and

WHEREAS, the GHAD is a political subdivision of the State of California, governed by state law (Pub. Res. Code § 26500 et seq.), and constitutes a legal entity separate and distinct from the City of Isleton ("City"), with operations independent of City functions; and

WHEREAS, notice of the hearing on the formation of the GHAD was given in accordance with the provisions of Public Resources Code Sections 26558 and 26561-63; and

WHEREAS, at the time set for the hearing no owner of real property within the proposed GHAD made an objection to its formation in accordance with the provisions of Public Resources Code Section 26564; and

WHEREAS, at the December 14, 2021, hearing, the owners of more than 50 percent of the assessed valuation of the real property within the proposed GHAD did not object to the GHAD's formation and the Board of Supervisors closed the hearing; and

WHEREAS, the GHAD is responsible for hiring its own staff (or contracting with parties to perform such staff services), including all workers who will undertake operation, maintenance, replacement, repair, and other activities of the GHAD, and no City employees shall perform such services for GHAD facilities and improvements unless the GHAD and the City enter into a separate agreement through which City employees would be treated as consultants or contractors to the GHAD..

WHEREAS, pursuant to Public Resources Code Section 26584, the Board of Directors must appoint a Clerk; and

WHEREAS, the Delta Region GHAD Board of Directors has considered options for staffing of Geologic Hazard Abatement District Clerk position and expressed support for contracting with ENGEIO Incorporated for Clerk services; and

WHEREAS, a services contract for the GHAD Clerk is attached as Attachment 1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Delta Region GHAD resolves and orders as follows:

1. The GHAD Board of Directors hereby approves the Contract for Professional Services for

ENGEO Incorporated to provide support of the Delta Region GHAD with minor revisions that may be approved by the Delta Region GHAD Chair and GHAD Attorney and

2. The Chair is hereby authorized to execute the Contract and to execute any other necessary documents to effectuate the terms of the Contract.
3. The recitals contained in this resolution are true and correct are an integral part Board of Directors' decision.
4. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Delta Region GHAD Board of Directors, at the meeting of said Board held on the ___ day of _____, 2022.

Ayes: Director(s)

Noes: Director(s)

Absent: Director(s)

Abstain: Director(s)

By: _____, Chair of the GHAD Board of Directors

ATTEST:
_____, Clerk of the GHAD Board

By: _____

Date: _____

Attachment A – Delta Region Geologic Hazard Abatement District Services Contract – GHAD Clerk

**DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT
STAFF REPORT**

TO: Delta Region Geologic Hazard Abatement District (GHAD) Board of Directors

FROM: GHAD Clerk

BOARD MEETING DATE: March 29, 2022

SUBJECT: Adopt a Resolution Approving Contract with ENGEO Incorporated For Geologic Hazard Abatement District Manager Services

RECOMMENDATION

That the Board adopt Resolution 22-03, approving contract with ENGEO Incorporated for Geologic Hazard Abatement District Manager Services.

SUMMARY

The GHAD is responsible for hiring its staff (or contracting with parties to perform such staff services), including all workers who will undertake operation, maintenance, replacement, repair, and other activities of the GHAD. The Delta Region GHAD has considered options for staffing GHAD Manager position and expressed support for contracting with ENGEO Incorporated for Manager services. In considering alternatives, if City employees serve the role as GHAD Manager, City employees should be treated as consultants or contractors to the GHAD under a separate agreement.

A services contract for ENGEO Incorporated to serve as the GHAD Manager is attached as Attachment 1.

FISCAL IMPACT: The value of the services contract, to be mutually agreed upon at a later date, as discussed in Attachment A of the attached Resolution 22-03. Fees will also be deferred until a later time, as discussed in in Attachment A of the attached Resolution 22-03. The GHAD is funded through assessments levied on properties within the GHAD and potentially other external sources. Therefore, if approved, there is no fiscal impact on the City's General Fund.

Attachment 1: Resolution 22-03

**BOARD OF DIRECTORS OF THE
DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT**

RESOLUTION NO. 22-03

**A RESOLUTION OF THE DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT
BOARD OF DIRECTORS APPROVING CONTRACT WITH EN GEO INCORPORATED FOR
GEOLOGIC HAZARD ABATEMENT DISTRICT MANAGER SERVICES**

WHEREAS, on December 14, 2021, the Isleton City Council adopted Resolution No. 028-21 approving and ordering the formation of the Delta Region Geologic Hazard Abatement District ("Delta Region GHAD or GHAD"); and

WHEREAS, the GHAD is a political subdivision of the State of California, governed by state law (Pub. Res. Code § 26500 et seq.), and constitutes a legal entity separate and distinct from the City of Isleton ("City"), with operations independent of City functions; and

WHEREAS, notice of the hearing on the formation of the GHAD was given in accordance with the provisions of Public Resources Code Sections 26558 and 26561-63; and

WHEREAS, at the time set for the hearing no owner of real property within the proposed GHAD made an objection to its formation in accordance with the provisions of Public Resources Code Section 26564; and

WHEREAS, at the December 14, 2021, hearing, the owners of more than 50 percent of the assessed valuation of the real property within the proposed GHAD did not object to the GHAD's formation and the Board of Supervisors closed the hearing; and

WHEREAS, the GHAD is responsible for hiring its own staff (or contracting with parties to perform such staff services), including all workers who will undertake operation, maintenance, replacement, repair, and other activities of the GHAD, and no City employees shall perform such services for GHAD facilities and improvements unless the GHAD and the City enter into a separate agreement through which City employees would be treated as consultants or contractors to the GHAD.

WHEREAS, the Board of Directors expressed support to hire a GHAD Manager; and

WHEREAS, the Delta Region GHAD Board of Directors has considered options for staffing of Geologic Hazard Abatement District Manager position and expressed support for contracting with EN GEO Incorporated for Manager services; and

WHEREAS, a services contract for the GHAD Manager is attached as Attachment A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Delta Region GHAD resolves and orders as follows:

1. The GHAD Board of Directors hereby approves the Contract for Professional Services for ENGEO Incorporated to provide support of the Delta Region GHAD with minor revisions that may be approved by the Delta Region GHAD Chair and GHAD Attorney and
2. The Chair is hereby authorized to execute the Contract and to execute any other necessary documents to effectuate the terms of the Contract.
3. The recitals contained in this resolution are true and correct are an integral part Board of Directors' decision.
4. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Delta Region GHAD Board of Directors, at the meeting of said Board held on the ___ day of _____, 2022.

Ayes: Director(s)

Noes: Director(s)

Absent: Director(s)

Abstain: Director(s)

By:

_____, Chair of the GHAD Board of Directors

ATTEST:

_____, Clerk of the GHAD Board

By: _____

Date: _____

Attachment A – Delta Region Geologic Hazard Abatement District Services Contract – GHAD Manager

**DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT
STAFF REPORT**

TO: Delta Region Geologic Hazard Abatement District (GHAD) Board of Directors

FROM: GHAD Clerk

BOARD MEETING DATE: March 29, 2022

SUBJECT: Authorizing the Adoption of the Delta Region Geologic Hazard Abatement District Plan of Control

RECOMMENDATION

That the Board adopt Resolution 22-04, authorizing the adoption of the Delta Region Geologic Hazard Abatement District Plan of Control.

SUMMARY:

The GHAD Board is being asked to consider approval of the Plan of Control. A Plan of Control has been prepared by ENGEO. Section 26509 of the Public Resources Code requires a Plan of Control, prepared by a State Certified Engineering Geologist, as a prerequisite to formation of a GHAD. Pursuant to Section 26509, the Plan of Control was prepared by an Engineering Geologist certified pursuant to Section 7822 of the Business and Professions Code and describes, in detail, the geologic hazards, their location, and the area affected by them. It also provides a plan for the prevention, mitigation, abatement, or control thereof.

As used in the Plan of Control, and as provided in Section 26507, "geologic hazard" means an actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement, or any other natural or unnatural movement of land or earth.

The following geologic hazards were identified and are expected to remain to some extent even after construction of continued levee and flood-risk mitigation improvements.

- Inundation due to embankment failure
- Soil transport as a result of flood water movement
- Potential increases in river water surface elevations

Additionally, the Plan of Control describes the criteria for GHAD responsibility, monitoring, maintenance, repair, and/or recovery responsibilities, priority of GHAD expenditures, and a maintenance and monitoring schedule.

FISCAL IMPACT:

The GHAD is funded through assessments levied on properties within the GHAD and potentially other external sources. Therefore, there is no fiscal impact on the City's General Fund. If approved, some or all of the funding for the GHAD activities to prevent, mitigate, abate, and control

geologic hazards will be based on the assessment, and such funds will be collected and used in connection with the Plan of Control. The proposed assessment will be supported by a detailed Engineer's Report prepared by a registered professional engineer certified by the State of California, and will be considered in accordance with Proposition 218.

Attachment 1: Resolution 22-04

BOARD OF DIRECTORS OF THE

RESOLUTION AUTHORIZING THE ADOPTION OF THE DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT PLAN OF CONTROL

WHEREAS, on December 14, 2021, the Isleton City Council adopted Resolution No. 028-21 approving and ordering the formation of the Delta Region Geologic Hazard Abatement District ("Delta Region GHAD or GHAD"); and

WHEREAS, notice of the hearing on the formation of the GHAD was given in accordance with the provisions of Public Resources Code Sections 26558 and 26561-63; and

WHEREAS, the GHAD Board is presented with and reviewed the Draft Plan of Control (dated December 10, 2021), which is attached hereto as Attachment A. The Draft Plan of Control describes potential geologic hazards within the district and addresses the prevention, mitigation, abatement, and control of such hazards; and

WHEREAS, the Draft Plan of Control is exempt from the provisions of the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et. seq.*) in accordance with Public Resources Code sections 21080(b)(4) and 26559.

The Board of Directors of the GHAD HEREBY RESOLVES THAT:

1. This Resolution No. 22-04 is made pursuant to the provisions of Division 17 of the Public Resources Code with particular references to Chapter 1 (commencing with Section 26500), Article 3 (commencing with Section 26550) and Article 4 (commencing with Section 26561).
2. The Delta Region GHAD Board hereby approves and adopts the draft Plan of Control.
3. The recitals are incorporated herein by this reference.

This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Delta Region GHAD Board of Directors, at the meeting of said Board held on the ___ day of _____, 2022.

Ayes: Director(s)
Noes: Director(s)
Absent: Director(s)
Abstain: Director(s)

By: _____, Chair of the GHAD Board of Directors

ATTEST:
_____, Clerk of the GHAD Board

By: _____
Date: _____

STAFF REPORT

TO: Delta Region Geologic Hazard Abatement District (GHAD) Board of Directors

FROM: GHAD Clerk

BOARD MEETING DATE: March 29, 2022

SUBJECT: Adopt a Resolution Allowing GHAD Board and Board's Committees to Hold Continued Teleconferenced Public Meetings Pursuant to AB 361

RECOMMENDATION

That the Board adopt a resolution pursuant to AB 361 (Attachment 1) making specific findings to allow the Board, and duly designated subcommittees to continue holding teleconferenced public meetings during the COVID-19 state of emergency.

SUMMARY

On September 16, 2021, the Governor signed AB 361 that amended provisions of the Brown Act to allow state agencies to conduct virtual meetings during a state of emergency proclaimed by the Governor, subject to complying with specific requirements, including providing public access and participation via call-in or internet-based platforms. While AB 361 does not require legislative bodies to take any specific actions to hold an initial teleconferenced meeting during a state of emergency, a legislative body must act in order to continue holding subsequent teleconferenced meetings while the state of emergency remains in effect. Specifically, no later than 30 days after the initial AB 361 teleconferenced meeting, and every 30 days thereafter, a legislative body must make findings that the body has reconsidered the circumstances of the state of emergency and that either of the following conditions exist: the state of emergency continues to directly impact the ability of the members to meet safely in person; or, state or local officials continue to impose or recommend measures to promote social distancing.

BACKGROUND

In general, the Brown Act allows legislative bodies to use teleconferencing during a public meeting as long as certain requirements are met, such as:

- Identification of any teleconferenced location from which a member of the legislative body is participating via teleconference;
- Posting of agendas at all teleconferenced locations from which members of the legislative body are participating;
- Public accessibility to the teleconferenced location and the technological means for allowing the public to participate in the meeting from the location; and
- A quorum of the members must be participating from a location within the jurisdiction of the legislative body.

On March 17, 2020, the Governor of the State of California issued Executive Order (EO) N-29-20, addressing the relaxation of teleconferencing rules for public agency meetings under both the Brown and Bagley-Keene Acts to help mitigate the effects of the COVID-19 pandemic. With the expiration of EO N-29-20, AB 361 amends the Brown Act to continue to allow virtual public meetings during a state of emergency proclaimed by the Governor. An agency may hold a

teleconferenced meeting during a state of emergency without complying with the normal teleconferencing requirements described above for the Brown Act if it meets requirements related to providing notice of the meeting, public access and participation via call-in or internet-based service options, real-time public comments, and conduct of the meeting in a manner that protects statutory and constitutional rights of any parties and the public appearing before the legislative body.

AB 361 does not require legislative bodies to take any specific action prior to holding an initial teleconferenced meeting during a state of emergency. However, to hold a subsequent teleconferenced meeting, a legislative body must act no later than 30 days after the initial teleconferenced meeting, and every 30 days thereafter, by making findings that the body has reconsidered the circumstances of the state of emergency and that either of the following conditions exist:

- The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- State or local officials continue to impose or recommend measures to promote social distancing.

DISCUSSION

The California Department of Public Health has issued COVID-19 guidance, which generally requires that face coverings by unvaccinated persons in State and local government offices serving the public, as well as requiring isolation, quarantine, and/or wearing of masks for individuals testing positive for COVID-19 and/or having been exposed to individuals that have tested positive for COVID-19. Currently, the Board is holding teleconferenced meetings that allow for virtual participation via the Zoom platform. This format also allows for real-time public comments, in compliance with AB 361. Board committees will also continue meeting entirely virtually over the Zoom platform. If approved by the Board, every 30 days thereafter, the GHAD Clerk will review the findings that the Board has made regarding the circumstances of the state of emergency. At following Board meetings, these findings will be presented to the Board to consider and adopt by resolution.

Based on the above, the GHAD Clerk recommends that the Board adopt the attached resolution making the necessary findings to allow the Board, and duly appointed subcommittees, to continue holding teleconferenced meetings pursuant to AB 361.

FISCAL IMPACT: None

Attachment 1: Resolution 22-05

**BOARD OF DIRECTORS OF THE
DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT**

RESOLUTION NO. 22-05

RESOLUTION MAKING THE REQUIRED FINDINGS PURSUANT TO AB 361 TO CONTINUE TO HOLD TELECONFERENCED PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY.

WHEREAS, the Brown Act (Government Code section 54950 et seq.) allows for public meetings of a legislative body to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction; and

WHEREAS, in response to the COVID-19 state of emergency, the Governor temporarily suspended the rules described above when he issued Executive Order N-29-20 on March 17, 2020, and authorized local legislative bodies to hold virtual public meetings subject to specific public accessibility and noticing requirements; and

WHEREAS, the Governor signed AB 361 prior to the expiration of Order N-29-20; and

WHEREAS, AB 361 amends the Brown Act to allow the legislative body of a state or local agency to hold a teleconferenced meeting during a state of emergency without complying with the normal teleconferencing requirements described above if it meets requirements related to providing notice of the meeting, public access and participation via call-in or internet-based service options, real-time public comments, and conduct of the meeting in a manner that protects statutory and constitutional rights of any parties and the public appearing before the legislative body; and

WHEREAS, AB 361 does not require legislative bodies to take any specific action prior to holding an initial teleconferenced meeting during a state of emergency, however, to hold a subsequent teleconferenced meeting a legislative body must act no later than 30 days after the initial teleconferenced meeting, and every 30 days thereafter, by making findings specified in the statute justifying the continued use of teleconferenced public meetings; and

WHEREAS, within 30 days after passage of this resolution and every 30 days thereafter, the GHAD Clerk will review the findings that the Board has made regarding the circumstances of the state of emergency and at following Board meetings as required, these findings will be presented to the Board to consider and adopt by resolution.

WHEREAS, it shall be the policy of the GHAD that the Board, and duly appointed subcommittees, will hold teleconferenced public meetings in compliance with the provisions of AB 361 during the COVID-19 state of emergency; and

WHEREAS, the COVID-19 state of emergency declared by the Governor remains active; and

WHEREAS, public meetings involve many people in shared indoors spaces for hours, when the number of people present does not always allow for social distancing between persons, and close contacts raise the risk of the spread of COVID-19; and

WHEREAS, the California Department of Public Health has issued COVID-19 Prevention Emergency Temporary Standards which generally requires that face coverings be worn by unvaccinated persons in State and local government offices serving the public;; and

The Delta Region Board of Directors HEREBY RESOLVES THAT:

1. The Board of Directors of the Delta Region GHAD makes the following findings pursuant to AB 361 to continue holding teleconferenced public meetings during the COVID-19 state of emergency:
 - The GHAD Board has considered the circumstances of the state of emergency.
 - The COVID-19 state of emergency declared by the Governor remains active and continues to directly impact the ability of Board members to meet safely in person.
 - State and local officials continue to recommend or impose measures to promote social distancing.
 - The California Department of Public Health has issued guidance to promote social distancing via isolation and quarantine of individuals infected or likely infected with COVID-19 and individuals with close contact to persons infected with COVID-19.
 -
 - The California Department of Public Health has issued COVID-19 Prevention Emergency Temporary Standards, which generally require that face coverings be worn by unvaccinated individuals or those exposed to COVID-19.
2. BE IT FURTHER RESOLVED that in the interest of public health and safety, based on the findings contained herein, the Board of Directors of the Delta Region Geologic Hazard Abatement District, and duly appointed subcommittees, shall continue to hold teleconferenced public meetings pursuant to AB 361.
3. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Delta Region GHAD Board of Directors, at the meeting of said Board held on the ___ day of _____, 2022.

Ayes: Director(s)

Noes: Director(s)

Absent: Director(s)

Abstain: Director(s)

By: _____, Chair of the GHAD Board of Directors

ATTEST:
_____, Clerk of the GHAD Board

By: _____

Date: _____

DELTA REGION GEOLOGIC HAZARD ABATEMENT DISTRICT SERVICES CONTRACT

This Services Contract, dated March 29, 2022, is by and between ENGEO Incorporated (“Manager” or “GHAD Manager”) and the Delta Region Geologic Hazard Abatement District (“GHAD” or “Delta Region GHAD”), a political subdivision of the State of California, (collectively “parties”) agree as follows.

1. Purpose of Contract

- a. Delta Region GHAD requires certain professional services relating to engineering, geologic and land-management consulting and,
- b. Manager is qualified to provide these services and is willing to provide them according to the terms of this contract, including insurance requirements set forth in this contract.

2. Duties of Manager

- a. Manager agrees to perform services described in Exhibit A, "GHAD Manager Scope of Services," which is attached to, and incorporated in, this contract by this reference. Manager agrees to perform these services in general accordance with the standards of its profession.
- b. In addition to the services described above, the parties may from time to time agree in writing that Manager, for additional compensation, shall perform such additional services as may be mutually agreed to.

3. Time of Performance

- a. This contract shall not be effective and no payments to Manager shall be made until:
 - i. Delta Region GHAD has received satisfactory evidence that Manager has met the insurance requirements of Sections 11 and 12 of this contract and,
 - ii. Required signatures, including but not limited to the signature of the Chair of the Delta Region GHAD Board of Directors, have been obtained.
- b. The effective date (“Effective Date”) of this contract shall be the date on which the last signature is affixed hereto or on receipt of satisfactory evidence of insurance, whichever is later.
- c. The services of Manager shall begin no later than the Effective Date, and shall continue for a period of 3 years. This contract shall automatically be renewed for each fiscal year thereafter unless terminated as provided in this agreement.

4. Time of Payment

From and after the Effective Date of this contract, the GHAD agrees to defer payment to the Manager until either the GHAD is sufficiently funded, or 4 years from the Effective Date of this contract have passed, whichever is first (“Administration Fee Commencement Date”). The GHAD shall compensate ENGEO the sum of One Hundred-Twenty Thousand Dollars (\$120,000) at the time of the Administration Fee Commencement Date for deferred fees, including those incurred related to GHAD formation services and GHAD revenue procurement services performed before the Effective Date of the contract. Following the Administration Fee Commencement Date, the GHAD agrees to pay the Manager in the manner outlined in Section 5, “Compensation,” of this contract.

5. Compensation

- a. Following the Administration Fee Commencement Date, the GHAD agrees to pay Manager the Manager Administration Fee. The Manager Administration Fee is a fixed-fee, per-meeting amount as provided in the annual budget approved by the Board of Directors. The Manager Administration Fee shall be updated annually. Payment limit shall be determined by the GHAD Board by resolution for each fiscal year and

such determination shall be incorporated herein. Compensation for additional requested services outside of the scope presented in Exhibit A shall be on a time-and-expense basis in accordance with the Manager's Fee Schedule (Exhibit B). The Manager's Fee Schedule shall be updated annually and shall be incorporated herein.

- b. The parties shall agree in writing to any changes in compensation due to changes in Manager's services under Section 1a above prior to performance of those changed services.

6. Manager's Status

Manager is an independent contractor and is solely responsible for its acts or omissions. Manager (including its agents, servants, and employees) is not an employee of the GHAD and is only authorized to act as the GHAD's agent or representative for those specific purposes described in Exhibit A.

7. Conflict of Interest

Manager understands that its professional responsibility is solely to Delta Region GHAD. Manager represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance of this contract. Manager shall not employ a person having such an interest in the performance of this contract.

8. Ownership of Work

Documents furnished to Manager by Delta Region GHAD and reports or work product (including electronically stored documents) prepared by Manager under this contract are the property of Delta Region GHAD.

9. Assignment; Subcontracts

Manager's services are considered unique and personal. Manager shall not assign or transfer this interest or obligation under this contract without Delta Region GHAD's prior written consent.

10. Licenses

Manager represents to Delta Region GHAD that it has licenses, permits, qualifications, insurance, and approvals which are legally required of Manager.

11. Insurance—Types and Limits

Manager, at Manager's own expense, shall maintain for the duration of this agreement the following insurance policies.

- a. Workers' Compensation Coverage. Manager shall maintain workers' compensation insurance and employer's liability insurance for Manager's employees in accordance with California law. In addition, Manager shall require each subcontractor approved by the GHAD to similarly maintain workers' compensation insurance for subcontractor's employees in accordance with California law.
- b. General Liability Coverage. Manager shall maintain commercial general liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage.
- c. Automobile Liability Coverage. Manager shall maintain automobile liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage for activities arising out of or in connection with the work to be performed under this contract.
- d. Professional Liability Insurance. Manager shall maintain professional liability insurance to cover claims alleging that may be the result of errors, omissions or negligent acts of Manager or the agents of Manager on this contract. Such insurance shall be in an amount of not less than three million dollars (\$3,000,000) per claim made, with a deductible provision of not more than \$500,000.

Manager's failure to provide or maintain the insurance required by this contract shall not affect Manager's obligations under this contract.

12. Additional Insurance Requirements

- a. Additional Insureds. Delta Region GHAD and its officers, employees, agents and volunteers shall be covered as additional insureds for general liability and automobile liability coverage with respect to liability arising out of work performed by or on behalf of Manager, including materials, parts or equipment furnished in connection with such work or operations.
- b. Manager's Policy Primary. This additional insured coverage provided Delta Region GHAD shall be primary and noncontributory to any insurance maintained by Delta Region GHAD, including any self-insured retention Delta Region GHAD may have.

13. Evidence of Insurance

Manager shall provide (1) certificates of insurance and (2) endorsements as evidence of the insurance coverage required by this contract. Certificates of such insurance and endorsements of the insurance required under Sections 11 and 12 shall be filed with Delta Region GHAD and are considered an integral part of this contract, which shall not become effective until satisfactory evidence of insurance has been received by the GHAD.

14. Indemnification

To the fullest extent allowed by law, Manager shall indemnify and hold harmless Delta Region GHAD and its officers, employees, agents, and volunteers from and against any and all claims, demands, costs, attorney fees or expert fees to the extent caused by the negligence, recklessness, or willful misconduct of Manager and its agents in the performance of services under this contract. Manager shall not be obligated to indemnify Delta Region GHAD against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the negligence, willful misconduct, or defects in design by Delta Region GHAD or its agents, servants or independent contractors who are directly responsible to Delta Region GHAD or arising from Delta Region GHAD's active negligence. Manager's aggregate liability hereunder shall be limited by Delta Region GHAD to One Million Dollars (\$1,000,000) regardless of the legal theory under which such liability is imposed.

15. Equal Employment Opportunity

Manager is an equal opportunity employer and agrees to comply with applicable regulations governing equal employment opportunity.

16. Notices

Any notice to be given under this contract shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

GHAD Clerk

Delta Region Geologic Hazard
Abatement District
Attn: GHAD Clerk
2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583

GHAD Manager

Delta Region Geologic Hazard
Abatement District
Attn: General Manager
2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583

18. Waivers

Waiver of a breach or default under this contract shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this contract.

19. Modification

No waiver, modification or termination of this contract is valid unless made in writing.

20. Severability

If any term of this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall remain in effect.

21. Termination

- a. At any time and without cause, either party may terminate this contract by giving 30 calendar days' written notice. In the event of termination without cause, Delta Region GHAD shall pay Manager for services rendered to date, and Manager shall deliver any work product to Delta Region GHAD upon termination, whether complete or incomplete.

- b. Delta Region GHAD may terminate this contract for cause upon giving Manager 10 days' written notice describing Manager's substantial failure to meet its obligations. If Manager has not cured the defects in its performance within 10 days, then GHAD may terminate the contract. Manager shall give Delta Region GHAD work done toward completion of its services. Delta Region GHAD shall pay Manager for the services satisfactorily rendered to date.

22. Entire Agreement

This contract and its exhibits and attachments set forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

Delta Region GHAD

Manager

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

- 1. Exhibit A – GHAD Manager Scope of Services
- 2. Exhibit B – Manager's Fee Schedule
- 3. Exhibit C – Acknowledgement of Insurance Requirements (signed by Manager)
- 4. Certificates of Insurance (4): workers' compensation, general, automobile, professional liability
- 5. Endorsements (2): general, automobile liability

EXHIBIT A
GHAD MANAGER SCOPE OF SERVICES

The GHAD Manager shall be responsible for the day-to-day management of the Delta Region Geologic Hazard Abatement District ("GHAD" or "District") in accordance with applicable state and federal statutes, the GHAD Plan of Control, and all Board policies and guidelines adopted by the Delta Region Board of Directors ("GHAD Board").

The GHAD may retain other civil and/or geotechnical engineering consultants, geologists, contractors and/or other vendors as may be required to evaluate, review, design, construct, or maintain GHAD facilities and improvements in accordance with the GHAD Plan of Control. The GHAD Manager shall secure these services on behalf of the GHAD in accordance with the GHAD's procedures related to the awarding of contracts for GHAD repair, maintenance, and improvements projects and for professional and support services.

The GHAD Manager shall consult with the GHAD Clerk, GHAD Treasurer, and GHAD Legal Counsel as required. All items to be submitted to the GHAD Board for information and/or action shall be submitted through the GHAD Clerk.

On or about the time the GHAD accepts monitoring and maintenance responsibilities as described in the transfer section of the adopted Plan of Control, the GHAD Manager shall develop and maintain a computerized accounting and bookkeeping system sufficient to allow GHAD costs and expenditures to be applied to individual projects and/or programs. The GHAD Manager shall reconcile the accounting and bookkeeping records maintained by the GHAD Manager to those maintained by the GHAD Treasurer.

Manager shall provide the following to the Board of Directors in a timely manner:

1. In accordance with the schedule established by the County Tax Collector, Manager shall prepare (or cause to be prepared) an annual update to the GHAD assessment role.
2. On or about the time the GHAD acquires monitoring and maintenance responsibilities as described in the transfer section of the adopted Plan of Control, and prior to May 15 of every subsequent year, Manager shall develop and circulate a proposed budget detailing how the funds District budget are to be expended.

Manager shall fully cooperate with consultants (or others) retained by the Board of Directors to perform Management Audits called for or authorized by the Board of Directors.

Manager shall perform routine engineering analyses (e.g. seepage, slope stability, hydraulic routing) studies for maintenance and long-term preventive programs, as needed.

As necessary, the Manager shall update and make amendments to the Plan of Control, subject to Board approval.

**EXHIBIT B
MANAGER'S FEE SCHEDULE
EFFECTIVE MARCH 2022**

President	\$450.00 per hour
Principal	\$350.00 per hour
Associate	\$290.00 per hour
Subject Matter Expert	\$400.00 per hour
Senior.....	\$250.00 per hour
Project.....	\$225.00 per hour
Staff	\$198.00 per hour
Assistant	\$160.00 per hour
Construction Services Manager II	\$205.00 per hour*
Construction Services Manager I	\$192.00 per hour*
Senior Field Representative II	\$170.00 per hour**/**
Senior Field Representative I	\$150.00 per hour**/**
Field Representative.....	\$140.00 per hour**/**
Senior Laboratory Technician	\$175.00 per hour
Laboratory Technician	\$155.00 per hour
Senior GIS Analyst	\$180.00 per hour
GIS Analyst.....	\$170.00 per hour
Senior CAD Specialist	\$170.00 per hour
CAD Specialist.....	\$155.00 per hour
Network Administrator	\$250.00 per hour
Project Assistant.....	\$140.00 per hour

- * Two-hour minimum portal to portal and cancellations within 24 hours.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$18.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEО provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEО at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge)\$2,400.00 half day, \$4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEО by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEО. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEО's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEО's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEО from and against all liabilities in excess of the monetary limit established above.

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (e.g., Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	45.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GPR/GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Grade Equipment	210.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seismometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinator/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	32.00*	hour
Vehicle, equipment, wireless communication	22.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	29.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

EXHIBIT C
COMPLIANCE WITH INSURANCE REQUIREMENTS

To comply with Sections 10 through 12 of this contract, I, _____,
declare that:

A. Additional Insureds.

I have attached to this contract an endorsement (not a certificate of insurance) that adds the Delta Region GHAD, its officers, employees, agents and volunteers as additional insureds.

Alternatively, I have attached pages from my insurance contract that provides satisfactory evidence that my basic policy covers the Delta Region GHAD, its officers, employees, agents and volunteers as additional insureds without the need for an endorsement.

B. Primary Insurance.

I have attached to this contract an endorsement (not a certificate of insurance) that my insurance is primary as to the Delta Region GHAD's insurance for any claim arising out of the subject of this contract. The endorsement expressly states that the Delta Region GHAD's insurance is excess insurance only and shall not be required to contribute to a loss that is covered by my insurance.

Date: _____

MANAGER

DELTA REGION GEOLOGIC HAZARD ABATEMENT
DISTRICT SERVICES CONTRACT

This Services Contract, dated March 29, 2022, is by and between ENGEO Incorporated ("Clerk" or "GHAD Clerk") and the Delta Region Geologic Hazard Abatement District ("GHAD" or "Delta Region GHAD"), a political subdivision of the State of California, (collectively "parties") agree as follows.

1. Purpose of Contract

- a. The GHAD requires certain professional services relating to assisting the GHAD Board of Directors in administration of the GHAD, and
- b. Clerk is qualified to provide these services and is willing to provide them according to the terms of this contract, including insurance requirements set forth in this contract.

2. Duties of Clerk

- a. Clerk agrees to perform services described in Exhibit A, "GHAD Clerk Scope of Services," which is attached to, and incorporated in, this contract by this reference. Clerk agrees to perform these services in general accordance with the standards of its profession.
- b. In addition to the services described above, the parties may from time to time agree in writing that Clerk, for additional compensation, shall perform such additional services as may be mutually agreed to.

3. Time of Performance

- a. This contract shall not be effective and no payments to Clerk shall be made until:
 - i. The GHAD has received satisfactory evidence that Clerk has met the insurance requirements of Sections 10 and 11 of this contract, and
 - ii. Required signatures, including but not limited to the signature of the Chair of the GHAD, have been obtained.
- b. The effective date ("Effective Date") of this contract shall be the date on which the last signature is affixed hereto or on receipt of satisfactory evidence of insurance, whichever is later.
- c. The services of Clerk shall begin no later than the Effective Date and shall continue for a period of 1 year. This contract shall automatically be renewed for each fiscal year thereafter unless terminated as provided in this agreement.

4. Time of Payment

From and after the Effective Date of this contract, the GHAD agrees to defer payment to the Clerk until either the GHAD is sufficiently funded, or 4 years from the Effective Date of this contract have passed, whichever is first ("Administration Fee Commencement Date"). Following the Administration Fee Commencement Date, the GHAD agrees to pay the Clerk in the manner outlined in Section 5, "Compensation," of this contract.

5. Compensation

- a. Following the Administration Fee Commencement Date, the GHAD agrees to pay Clerk the Clerk Administration Fee. The Clerk Administration Fee is a fixed-fee, per-meeting amount as provided in the annual budget approved by the Board of Directors. The Clerk Administration Fee shall be updated annually. Payment limit shall be determined by the GHAD Board by resolution for each fiscal year and such determination shall be incorporated herein. Compensation for additional requested services outside of the scope presented in Exhibit A shall be on a time-and-expense basis in accordance with the Clerk's Fee Schedule (Exhibit B). The Clerk's Fee Schedule shall

be updated annually and shall be incorporated herein.

b. The parties shall agree in writing to any changes in compensation due to changes in Clerk's services under Section 1a above prior to performance of those changed services.

6. Clerk's Status

Clerk is an independent contractor and is solely responsible for its acts or omissions. Clerk (including its agents, servants, and employees) is not an employee of the GHAD and is only authorized to act as the GHAD's agent or representative for those specific purposes described in Exhibit A.

7. Conflict of Interest

Clerk understands that its professional responsibility is solely to the GHAD. Clerk represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance of this contract. Clerk shall not employ a person having such an interest in the performance of this contract.

8. Ownership of Work

Documents furnished to Clerk by the GHAD and reports or work product (including electronically stored documents) prepared by Clerk under this contract are the property of the Delta Region GHAD.

9. Assignment; Subcontracts

Clerk's services are considered unique and personal. Clerk shall not assign or transfer this interest or obligation under this contract without the GHAD's prior written consent.

10. Insurance – Types and Limits

Clerk, at Clerk's own expense, shall maintain for the duration of this agreement the following insurance policies.

- a. Workers' Compensation Coverage. Clerk shall maintain workers' compensation insurance and employer's liability insurance for Clerk's employees in accordance with California law. In addition, Clerk shall require each subcontractor approved by the GHAD to similarly maintain workers' compensation insurance for subcontractor's employees in accordance with California law.
- b. General Liability Coverage. Clerk shall maintain commercial general liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. Automobile Liability Coverage. Clerk shall maintain automobile liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage for activities arising out of or in connection with the work to be performed under this contract.
- d. Professional Liability Insurance. Clerk shall maintain professional liability insurance to cover claims alleging that may be the result of errors, omissions or negligent acts of Clerk or the agents of Clerk on this contract. Such insurance shall be in an amount of not less than three million dollars (\$3,000,000) per claim made, with a deductible provision of not more than \$500,000.

11. Additional Insurance Requirements

- a. Additional Insureds. The GHAD and its officers, employees, agents and volunteers shall be covered as additional insureds for general liability and automobile liability coverage with respect to liability arising out of work performed by or on behalf of Clerk, including materials, parts or equipment furnished in connection with such work or operations.
- b. Clerk's Policy Primary. This additional insured coverage provided the GHAD shall be primary and noncontributory to any insurance maintained by the GHAD, including any self-insured retention the GHAD may have.

12. Evidence of Insurance

Clerk shall provide (1) certificates of insurance and (2) endorsements as evidence of the insurance coverage required by this contract. Certificates of such insurance and endorsements of the insurance required under Sections 10 and 11 shall be filed with the GHAD and are considered an integral part of this contract, which shall not become effective until satisfactory evidence of insurance has been received by the GHAD.

13. Indemnification

To the fullest extent allowed by law, Clerk shall indemnify and hold harmless the GHAD and its board members, officers, employees, agents, and volunteers from and against any and all claims, demands, costs, attorney fees or expert fees to the extent arising out of or resulting from the negligence, recklessness, or willful misconduct of Clerk and its agents in the performance of services under this contract. Clerk shall not be obligated to indemnify the GHAD against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the negligence, willful misconduct or defects in design by the GHAD or its agents, servants or independent contractors who are directly responsible to the GHAD or arising from the GHAD's active negligence. Clerk's aggregate liability hereunder shall be limited by the GHAD to one million dollars (\$1,000,000) regardless of the legal theory under which such liability is imposed.

14. Equal Employment Opportunity

Clerk is an equal opportunity employer and agrees to comply with applicable regulations governing equal employment opportunity.

15. Notices

Any notice to be given under this contract shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

GHAD Clerk

Delta Region Geologic Hazard
Abatement District
Attn: GHAD Clerk
2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583

GHAD Manager

Delta Region Geologic Hazard
Abatement District
Attn: General Manager
2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583

16. Waivers

Waiver of a breach or default under this contract shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this contract.

17. Modification

No waiver, modification or termination of this contract is valid unless made in writing.

18. Severability

If any term of this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall remain in effect.

19. Termination

- a. At any time and without cause, either party may terminate this contract by giving 30 calendar days' written notice. In the event of termination without cause, the GHAD shall pay Clerk for services rendered to date, and Clerk shall deliver any work product to the GHAD upon termination, whether complete or incomplete.

- b. The GHAD may terminate this contract for cause upon giving Clerk 10 days' written notice describing Clerk's substantial failure to meet its obligations. If Clerk has not cured the defects in its performance within 10 days, the GHAD may terminate the contract. Clerk shall give the GHAD work done toward completion of its services, whether complete or incomplete. The GHAD shall pay Clerk for the services satisfactorily rendered to date.

20. Entire Agreement

This contract and its exhibits and attachments set forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

Delta Region GHAD

Clerk

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

1. Exhibit A — GHAD Clerk Scope of Services
2. Exhibit B — Clerk's Fee Schedule
3. Exhibit C — Acknowledgement of Insurance Requirements (signed by Clerk)
4. Certificates of Insurance (4): workers' compensation, general, automobile, professional liability
5. Endorsements (2): general, automobile liability

EXHIBIT A
GHAD CLERK SCOPE OF SERVICES

1. Maintain documents and records of GHAD in accordance with California Government Code Sections 6250, et seq. "(Public Records Act)". Includes written and electronic records including e-mail correspondence.
2. Provide GHAD records for inspection and copying during normal business hours in accordance with the Public Records Act. Clerk's fees for research and copying may be charged at the rates in Exhibit B.
3. Attend or participate in teleconferenced GHAD of the Board of Directors meetings.
4. Draft and post agendas for GHAD Board of Directors meetings. Agendas shall be posted a minimum of 72 hours prior to the scheduled start of the Board meeting and e-mailed to the GHAD Manager and the Board of Directors members.
5. Record, edit, and distribute minutes of regular meetings of the Board of Directors in accordance with the requirements of the Ralph M. Brown Act (California Government Code Sections 54950, et. seq.).
6. Ensure conflict of interest forms are completed annually and maintained with GHAD records in accordance with the provisions of the California Political Reform Act (California Government Code Sections 81000 et. seq. and the guidelines of the Fair Political Practices Commission; 2 Cal. Code Regs, sections 18109 et. seq.).
7. Communicate with the GHAD Board of Directors, GHAD Staff, City Officials, and residents as necessary to allow the GHAD to operate effectively.

**EXHIBIT B
CLERK'S FEE SCHEDULE
EFFECTIVE MARCH 2022**

President.....	\$450.00 per hour
Principal.....	\$350.00 per hour
Associate.....	\$290.00 per hour
Subject Matter Expert.....	\$400.00 per hour
Senior.....	\$250.00 per hour
Project.....	\$225.00 per hour
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Senior GIS Analyst.....	\$180.00 per hour
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CAD Specialist.....	\$155.00 per hour
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Project Assistant.....	\$140.00 per hour

- * Two-hour minimum portal to portal and cancellations within 24 hours.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$18.
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OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge).. \$2,400.00 half day, \$4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

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Electronic Water Level Indicator	5.00	hour
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Sand Cone Equipment and Material	5.00	hour
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Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
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Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	32.00*	hour
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Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

EXHIBIT C
COMPLIANCE WITH INSURANCE REQUIREMENTS

To comply with Sections 10 through 12 of this contract, I, _____, declare that:

A. Additional Insureds.

I have attached to this contract an endorsement (not a certificate of insurance) that adds the Delta Region GHAD, its officers, employees, agents and volunteers as additional insureds.

Alternatively, I have attached pages from my insurance contract that provides satisfactory evidence that my basic policy covers the Delta Region GHAD, its officers, employees, agents and volunteers as additional insureds without the need for an endorsement.

B. Primary Insurance.

I have attached to this contract an endorsement (not a certificate of insurance) that my insurance is primary as to the Delta Region GHAD's insurance for any claim arising out of the subject of this contract. The endorsement expressly states that the Delta Region GHAD's insurance is excess insurance only and shall not be required to contribute to a loss that is covered by my insurance.

Date: _____

CLERK

