



**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
July 10, 2025**

**Administration Building
Airport Boardroom
6:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Moreno, Adams, Brown, Clayton, Guy

- 1. MINUTES OF THE REGULAR MEETING HELD JUNE 26, 2025**
- 2. COMMITTEE REPORT(S):**
 - a) EXECUTIVE**
 - b) ADMINISTRATION & FINANCIAL**
 - c) SAFETY & SECURITY**
 - d) REAL ESTATE**
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT**
 - f) GOVERNMENT AFFAIRS**
 - g) MARKETING & PROMOTIONS**
 - h) GENERAL AVIATION**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**

5. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
6. **RESOLUTION 946. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING A NEW PERSONNEL MANUAL AND SUPERSEDING ALL CONFLICTING RULES, POLICIES, REGULATIONS, AND MANUALS.**
7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE THIRD AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR CONSULTING SERVICES FOR THE U.S. CUSTOMS BUILDING UPGRADES.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONSULTING SERVICE AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE REHABILITATION OF RUNWAY 12-30 AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT.**
9. **AUTHORIZATION FOR THE PRESIDENT TO EXECUTE THE COMPENSATION AGREEMENT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34180(f) FOR TRANSFER OF AL'S UNION PROPERTY FOR FUTURE DEVELOPMENT ACTIVITY.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE TRANSPORTATION SERVICES AGREEMENT BETWEEN THE DISTRICT AND SKYWEST AIRLINES, INC.**
11. **AUTHORIZATION FOR THE GENERAL MANAGER AND THE VICE SECRETARY TO ATTEND THE 2025 NBAA BUSINESS AVIATION CONVENTION & EXHIBITION TO BE HELD OCTOBER 14-16, 2025, IN LAS VEGAS, NV.**
12. **AUTHORIZATION FOR TWO STAFF MEMBERS, ONE BOARD MEMBER, AND THE SOCIAL MEDIA CONSULTANT TO TAKE THE INAUGURAL FLIGHT TO PHOENIX AS PART OF A MARKETING CAMPAIGN AND FLIGHT AWARENESS.**
13. **AUTHORIZATION FOR ONE STAFF MEMBER TO ATTEND THE TAKEOFF NORTH AMERICA AIR SERVICE DEVELOPMENT CONFERENCE TO BE HELD NOVEMBER 4-6, 2025, IN TALLAHASSEE, FL.**
14. **NOMINATION OF PRESIDENT MORENO FOR LAFCO REGULAR SPECIAL DISTRICT MEMBER ELECTION.**
15. **DISCUSSION AND DIRECTION TO STAFF REGARDING THE MARKETING PROPOSAL FROM THE SANTA MARIA VALLEY CHAMBER & VISITORS BUREAU.**
16. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE DISTRICT AND WATCHTOWER, LLC, DBA TOWER PATROL, FOR THE D3 MOBILE SECURITY TRAILER.**
17. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Public Employment – Legal Counsel pursuant to Gov. Code Section 54957.**
18. **DIRECTORS' COMMENTS.**
19. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD JUNE 26, 2025

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Moreno, Adams, Brown, Guy, and Clayton. General Manager, Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung and George.

1. MINUTES OF THE SPECIAL MEETING HELD June 12, 2025. Director Brown made a Motion to approve the minutes of the special meeting held June 12, 2025. Director Adams Seconded, and it was carried by a 5-0 vote.
2. MINUTES OF THE REGULAR MEETING HELD June 12, 2025. Director Brown made a Motion to approve the minutes of the regular meeting held June 12, 2025. Director Adams Seconded, and it was carried by a 4-0 vote. Director Guy abstained.
3. COMMITTEE REPORT(S):
 - a) EXECUTIVE – The committee met to set the agenda.
 - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
 - c) SAFETY & SECURITY – No meeting scheduled.
 - d) REAL ESTATE – The committee met twice to discuss ongoing real estate negotiations.
 - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
 - f) GOVERNMENT AFFAIRS – No meeting scheduled.
 - g) MARKETING & PROMOTIONS – No meeting scheduled.
 - h) GENERAL AVIATION – No meeting scheduled.
4. GENERAL MANAGER’S REPORT: General Manager Pehl updated the Board on the self-serve fuel landscaping. General Manager Pehl, Director Guy, and Jim Bray, a member of the public, participated in a podcast with United Way to discuss the airport.
5. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 073785 through 073825 in the amount of \$294,378.68, was recommended for approval as presented. Director Adams made a Motion to accept the Demand Register as presented. Director Brown Seconded, and it was carried by a 5-0 vote.
 - b) Budget vs. Actual. Received and filed.
 - c) Financial Statements. Received and filed.

d) Budget Deviation. Director Brown made a Motion to approve the Budget deviation. Director Clayton Seconded, and it was carried by a 5-0 vote.

6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a three-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

7. Authorization to award the contract for bids on Rehabilitation Runway 12-30 and for the President and Secretary to execute the contract between the District and Granite Construction Company for the Rehabilitation Runway 12-30 subject to review and approval by District Counsel. Director Adams made a Motion to approve. Director Brown Seconded, and it was carried by a 5-0 vote.
8. Authorization for the President and Secretary to execute the Service Agreement between the District and Mead & Hunt, Inc., for Air Service Consulting Services. Director Adams made a Motion to approve. Director Clayton Seconded, and it was carried by a 5-0 vote.
9. Resolution 946. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting a new Personnel Manual and superseding all conflicting rules, policies, regulations, and manuals. This item was tabled until the next meeting.
10. Resolution 947. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting a new Injury Illness Prevention Program. Director Brown made a Motion to approve. Director Adams Seconded, and it was carried by the following roll call vote. Directors Moreno, Adams, Brown, Guy, and Clayton voted "Yes".
11. Resolution 948. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting the Model Workplace Violence Prevention Plan. Director Brown made a Motion to approve. Director Guy Seconded, and it was carried by the following roll call vote. Directors Moreno, Adams, Brown, Guy, and Clayton voted "Yes".
12. Authorization for the President to execute the petition requesting annexation into City of Santa Maria Southwest Landscape and Lighting Assessment District. Director Adams made a Motion to approve. President Moreno Seconded, and it was carried by a 5-0 vote.
13. Authorization for the General Manager to execute the Change Order for the U.S. Customs Upgrades: Building & Site Civil between the District and Newton Construction & Management, Inc. Director Brown made a Motion to approve. Director Adams Seconded, and it was carried by a 5-0 vote.
14. Authorization for the President and Secretary to consent to the transfer of the hangar located at 2987-D Airpark Drive to Cygnet Aerospace Corporation. Director Adams made a Motion to approve. Director Brown Seconded, and it was carried by a 5-0 vote.

15. Closed Session. At 6:29 p.m. the Board went into Closed Session to discuss the following item(s):
- a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)
 - b) Conference with Real Property Negotiators pursuant to Gov. Code Section 54956.8.
 - c) Public Employment – Legal Counsel pursuant to Gov. Code Section 54957.
- At 7:18 p.m., the Board and staff reconvened to Open Public Session.
- There were no reportable actions.
16. Directors’ Comments. Director Guy is pleased with the direction the airport has taken since he was elected.
- Director Adams is happy to serve with the current Board.
- Director Clayton is excited about the coming years on the Board and how the airport is moving forward.
- Director Brown stated how efficient this current Board is, and he appreciates each member.
- Director Moreno agrees with Director Brown. He is excited for some upcoming announcements and thanked Mr. Cheung for his time serving as District Counsel.
17. Adjournment: President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on July 10, 2025, at the regular meeting place. Director Adams made that Motion, Director Clayton Seconded, and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:20 p.m. on June 26, 2025.

Ignacio Moreno, President

Steven Brown, Secretary

2025-2026

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073826 to 073857 and electronic payments on Pacific Premier Bank and in the total amount of \$503,611.05.

MARTIN PEHL
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 073826 to 073857 and electronic payments on Pacific Premier Bank in the total amount of \$503,611.05 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF JULY 10, 2025.

STEVE BROWN
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73826	7/7/2025	Adamski Moroski	\$8,487.45	Legal Counsel Services
* 73827	7/7/2025	ADV Aviation, LLC	\$319.00	Tenant Refund
* 73828	7/7/2025	American Assn of Airport Exec	\$325.00	Affiliate Membership - Justin Easley
* 73829	7/7/2025	American Industrial Supply	\$380.21	Vehicle Maintenance/Landscaping
* 73830	7/7/2025	AT&T	\$181.95	Telephone Service
* 73831	7/7/2025	BMI PacWest	\$2,007.00	HVAC Service 7/1/25 - 9/30/25
* 73832	7/7/2025	Brown, Steve - Reimbursements	\$222.60	Mileage Reimbursement
* 73833	7/7/2025	C.J. Brown & Company, CPAs	\$73.00	Annual Audit
* 73834	7/7/2025	Central City Tool Supply, Inc.	\$121.78	Vehicle Maintenance
* 73835	7/7/2025	City of Santa Maria	\$274,878.17	ARFF Svcs /Training(April - June 2025)
* 73836	7/7/2025	City of Santa Maria-Util Div	\$12,952.33	Utilities - Water
* 73837	7/7/2025	Coast Networx	\$210.00	Network Support Services
* 73838	7/7/2025	David K. Wolff Environmental, LLC	\$4,764.46	Environmental Consulting
* 73839	7/7/2025	Groveman Hiete LLP	\$5,571.70	Legal Consulting
* 73840	7/7/2025	Gsolutionz, Inc.	\$91.70	GPS Cloud Services
* 73841	7/7/2025	Hanratty, Brian James DDS	\$450.00	Payment Refund
* 73842	7/7/2025	Hayward Lumber Company	\$27.71	Vehicle Maintenance
* 73843	7/7/2025	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 73844	7/7/2025	Liebert Cassidy Whitmore	\$702.00	Personnel Rule Review
* 73845	7/7/2025	McMaster-Carr	\$170.37	Vehicle Maintenance
* 73846	7/7/2025	Milt Guggia Enterprises, Inc	\$2,878.18	Reimbursement - Terminal Maintenance
* 73847	7/7/2025	Mission Linen Service	\$157.93	Uniform Service
* 73848	7/7/2025	Napa Auto Parts	\$121.72	Vehicle Maintenance
* 73849	7/7/2025	Playnetwork, Inc.	\$95.85	Audio/Video Media Services
* 73850	7/7/2025	Safety-Kleen	\$305.47	Misc Admin Maintenance
* 73851	7/7/2025	Santa Barbara LAFCO	\$7,506.00	LAFCO Dues 2025 - 2026
* 73852	7/7/2025	Tartaglia Engineering	\$59,688.80	US Customs Bld Remodel & Roof Repair
* 73853	7/7/2025	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 73854	7/7/2025	Total Compensation Systems, Inc.	\$1,710.00	Actuarial Services
* 73855	7/7/2025	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 73856	7/7/2025	Trinity Landscape Center	\$4,385.43	Self Serve Fuel Farm Area Rehab
* 73857	7/7/2025	Verizon Wireless	\$1,190.73	Mobile Devices
Subtotal			<u>\$411,826.74</u>	
ACH	6/24/2025	Frontier	\$949.86	Telephone Service
ACH	6/25/2025	Aflac	\$306.36	Employee Voluntary Insurance
ACH	6/25/2025	Amazon Capital Services	\$339.41	Office/Shop Supplies, Terminal Maintenance
ACH	6/26/2025	Umpqua Bank	\$14,972.35	Customs Signage, Taxiway Repair, Airport Security
ACH	6/27/2025	Ultrex	\$14.14	Equipment Lease - Usage Charge
ACH	6/30/2025	Clark Pest Control	\$3,240.75	Weed/Wildlife Maintenance

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	6/30/2025	Frontier	\$341.83	Telephone Service
ACH	7/1/2025	Principal	\$2,835.48	Employee Dental/Life/Disability Insurance
ACH	7/1/2025	CalPers	\$7,353.53	Employee Retirement
ACH	7/1/2025	CalPers	\$16,846.00	Unfunded Liability
ACH	7/2/2025	Paychex	\$30,371.14	Payroll
ACH	7/2/2025	Paychex	\$8,320.96	Payroll Taxes
ACH	7/3/2025	Ready Refresh	\$119.31	Water Deliver
ACH	7/3/2025	Paychex	\$200.49	Paychex Invoice
ACH	7/7/2025	Empower Retirement	\$5,572.70	Employee Paid Retirement
Subtotal			<u>\$91,784.31</u>	
Total			<u><u>\$503,611.05</u></u>	

RESOLUTION 946

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING A NEW PERSONNEL MANUAL AND SUPERSEDING ALL CONFLICTING RULES, POLICIES, REGULATIONS, AND MANUALS.

WHEREAS, the District last amended its Personnel Manual in 2005; and

WHEREAS, the law in the area of employment has changed significantly since 2005; and

WHEREAS, it is in the District's best interest to rescind all prior conflicting rules, policies, regulations and manuals and to adopt a new Personne Manual.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Santa Maria Public Airport District, that the Personnel Manual attached hereto as Exhibit "A" is hereby adopted as the Santa Maria Public Airport District Personnel Manual, to govern the employment of all employees of the Santa Maria Public Airport District, except the General Manager and others specifically excluded in the Personnel Manual. This Personnel Manual shall supersede all prior conflicting rules, policies, regulations and manuals. All prior personnel manuals are hereby rescinded. All prior conflicting rules, policies and regulations are hereby rescinded; provided "Use of District Vehicles Policy (Resolution 711) continues in full force and effect and the District's Job Specifications Manual, previously included in the Personnel Manual, remains in full force and effect as a separate document.

PASSED AND ADOPTED at the Regular meeting of the Board of Directors of the Santa Maria Public Airport District held July 10, 2025, on Motion of Seconded by and carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Ignacio Moreno, President

Steve Brown, Secretary

HISTORY OF SANTA MARIA PUBLIC AIRPORT

In the early 1940's, during World War II, the U. S. Army Corps of Engineers constructed what was then known as Santa Maria Army Base to provide training facilities for crews of B-25 aircraft. A few years later the B-25 groups left and the facility became a training field for P-38 pilots and ground crews.

In 1946, following the war's end, the County of Santa Barbara acquired the property by means of an interim permit issued by the War Assets Administration. The County retained control of the facility until 1949, at which time the City of Santa Maria obtained an undivided one-half interest. This dual ownership/management proved cumbersome to administer, and in March of 1964 transfer of the airport to the newly formed Santa Maria Public Airport District was accomplished.

The District was formed, as prescribed by law, by voter approval. Enabling legislation which covered this action is in the form of the California Airport District Act (Part 2 of the Public Utilities Code of the State of California).

Santa Maria Public Airport District encompasses an area of 400 square miles extending from the Santa Maria/Cuyama River at the north to a point three miles south of the community of Los Alamos at the south. In an east-west direction, the District commences at Point Sal at the Pacific Ocean and extends eastward a distance of 30 miles, or 10 miles east of the dam at Twitchell Reservoir.

The District is governed by a five-member Board of Directors who serve four-year terms and are elected at large. The directors entrust the responsibility for the efficient execution of airport policies to their designated representative, the General Manager.

Since formation of the District, numerous projects have been accomplished which directly and indirectly benefit each person in the District. Examples of these projects include design and construction of Skyway Drive from Betteravia Road to the Orcutt Expressway, design and construction of the industrial park east of Skyway Drive, and construction of the airport terminal building, crash/fire/rescue station, air traffic control tower, and other facilities adjacent to the primary runway.

Currently Santa Maria Public Airport encompasses approximately 2,550 acres, including two active runways. The airport provides facilities for regional airlines and serves as home base for over 150 general aviation aircraft.

1.0 EMPLOYMENT POLICIES

1.1 EQUAL EMPLOYMENT OPPORTUNITY

~~The Santa Maria Public Airport District ("District") provides equal employment opportunity to all applicants and employees in all areas of employment including recruitment, hiring, transfer, promotion, discipline, compensation, training, benefits and termination. The District does not unlawfully discriminate on the basis of sex, age, race, religion, national origin, creed, color, marital status, sexual orientation, physical or mental disability or any other basis protected by state or federal law.~~

~~ANTI-~~

~~The Santa Maria Public Airport District ("District") provides equal employment opportunity to all applicants and employees in all areas of employment including recruitment, hiring, transfer, promotion, discipline, compensation, training, benefits and termination. The District prohibits unlawful discrimination based on any characteristic protected by law. Protected characteristics are race (including hair texture, protective hairstyles [including, but not limited to, such hairstyles as braids, locs, and twists], and other traits associated with race), color, religion and religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making, gender, gender identity (including transgender identity), gender expression (including transgender expression or because an individual has transitioned or is (or is perceived to be) transitioning to live as the gender with which they identify), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), military or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as a disability or sincerely-held religious belief, practice, or observance, a person's use of cannabis off the job and away from the workplace, subject to and in accordance with applicable laws, or any other characteristic protected by local, state, or federal laws ("Protected Characteristics"). The District also prohibits discrimination based on (a) any combination of those Protected Characteristics; (b) a perception that the person has any of those Protected Characteristics or any combination of those Protected Characteristics; and (c) a perception that the person is associated with a person who has, or is perceived to have, any of those Protected Characteristics or any combination of those Protected Characteristics.~~

1.2 POLICY AGAINST HARASSMENT—POLICY, DISCRIMINATION AND COMPLAINT PROCEDURE—RETALIATION

1.2.1 Introduction

The District is dedicated to taking all reasonable steps to prevent discrimination and harassment from occurring. ~~Discriminatory harassment violates~~ Such actions violate this Policy and will not be tolerated. ~~Discriminatory harassment is harassment based on actual or perceived race, religion, creed, sex, national~~

origin, ancestry, disability, medical condition, marital status, age or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment or for participating in a harassment investigation. Retaliation violates this Policy.

~~This Policy applies to~~ This Policy applies to everyone involved in the operation of the District and sets a standard of expected behavior for all persons working in or with the District (including co-workers, supervisors, managers, contractors, volunteers and applications). This Policy applies all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation, and even when the conduct takes place away from the District's premises (including virtual workspaces being used by remote workers, on a business trip, or business-related social functions).

Employees who violate this Policy may be subject to disciplinary action up to and including termination.

~~1.2.2 Definitions~~ Definition.

~~Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, nor even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders.~~

~~Harassment includes, but is not limited to the following misconduct:~~

~~a.~~ Verbal

~~Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived race, sex, religion, creed, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation, or sexist, patronizing or ridiculing statements that convey derogatory attitudes about particular employees.~~

b. Physical

~~_____ Inappropriate, threatening, offensive or unwanted touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived race, sex, religion, creed, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures.~~

c. Visual or Written

~~_____ The display or circulation of offensive or derogatory visual or written material related to race, sex, religion, creed, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.~~

d. Environmental

~~_____ A work environment that is permeated with improper talk, innuendo, insults or abuse or other offensive actions not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may also be hostile if unwelcome behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.~~

~~Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.~~

1.2.2 By definition, harassment

a. Discrimination

As used in this Policy, "discrimination" means the unequal treatment of an employee or applicant in any aspect of employment and based solely or in part on any Protected Characteristic. Discrimination violates this policy regardless of whether the applicant or employee actually has the Protected Characteristic or is merely perceived to have it. Discrimination also violates this policy when it's based on a combination of two or more Protected Characteristics or the Protected Characteristic(s) of someone with whom the applicant or employee is associated, such as a family member or friend.

Examples of discrimination include, but are not limited to:

- Allowing the applicant's or employee's Protected Characteristic to be a factor in hiring, promotion, compensation, or other employment related decisions (unless otherwise permitted by applicable law).
- Refusing to acknowledge an employee's disability-related accommodation request.
- Withholding work-related assistance, cooperation, and/or information to applicants or employees because of their Protected Characteristic.

b. Harassment

As used in this policy, "harassment" means disrespectful or unprofessional conduct that is not welcomed by the person being harassed and is based solely or in part on any Protected Characteristic. Harassment violates this policy regardless of whether the applicant or employee actually has the Protected Characteristic or is merely perceived to have it. Harassment also violates this policy when it's based on a combination of two or more Protected Characteristics or the Protected Characteristic(s) of someone with whom the applicant or employee is associated, such as a family member or friend.

Harassment can include, but is not limited to:

- Verbal conduct (such as slurs, jokes, insults, epithets, gestures, or teasing).
- Visual conduct (such as posting or distributing offensive posters, symbols, cartoons, drawings, computer displays, or emails, staring, or leering).
- Physical conduct (such as physically threatening another person, blocking someone's way, or making physical contact in an unwelcome manner).

c. Sexual Harassment

As used in this policy, "sexual harassment" means harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, or sexual orientation. It includes all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexual harassment does not have to be of a sexual nature and sexual harassment does not need to be motivated by sexual desire. In addition, sexual harassment may include situations that began as a consensual dating or sexual relationship, but that later became a relationship that was not welcomed by one of the people involved. Sexual harassment is generally categorized into two types:

i. Quid Pro Quo Sexual Harassment ("this for that") includes but is not limited to:

- Submitting to sexual harassment in order to keep one's job, get a new job, or receive an employment benefit or opportunity
- Making decisions about an employee based on their acceptance or rejection of sexual harassment

ii. Hostile Work Environment Sexual Harassment

Unwelcome conduct on the basis of sex, gender, gender identity, gender expression, or sexual orientation by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. When the conduct is not welcome, severe or pervasive, and based on sex, gender, gender identity, gender expression, or sexual orientation, examples of sexual harassment creating a hostile work environment include, but are not limited to:

- Sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts
- Comments, slurs, jokes, remarks, or epithets o Leering, obscene, or vulgar gestures
- Displaying or distributing sexually suggestive or derogatory objects, pictures, graphics, cartoons, videos, images, or posters
- Impeding or blocking movement, touching, or assaulting others o Reprisals or threats after a negative response to sexual advances
- Conduct or comments consistently targeted at one gender, even if the content is not sexual

d. Retaliation~~within the course and scope of an individual's employment~~

As used in this policy, "retaliation" means any adverse employment action taken against an applicant or employee because that person participated in activity protected under this policy or reasonably thought to be protected under this policy. Examples of protected activities include, but are not limited to:

- Reporting or assisting someone in reporting suspected violations of this policy
- Cooperating in investigations or proceedings arising out of a violation of this policy
- Filing a complaint with the District-California Civil Rights Department, the United States Equal Employment Opportunity Commission, or a local agency that accepts employment discrimination complaints

"Adverse employment action" is conduct or an action that materially affects the terms and conditions of the applicant's or employee's employment status or is reasonably likely to discourage the person from engaging in a protected activity. Even actions that do not result in a direct loss of compensation or in termination may be regarded as an adverse employment action when considered in the totality of the circumstances.

When done because an applicant or employee reported a violation of this policy, filed a complaint, or otherwise participated in any activity protected (or reasonably thought

to be protected) under this policy, examples of retaliation under this policy include, but are not limited to:

- Demotion, not promoting, or not considering for promotion
- Suspension, reduction in pay or hours, or changing work assignments
- Denial of a merit salary increase
- Failure to hire or consider for hire
- Harassment
- Denying employment opportunities or not talking to an employee when otherwise required by job duties
- Refusing to consider, or denying a disability- or religious practice-related accommodation request without individualized consideration

1.2.3 Prohibited Conduct

No supervisor, manager, or employee of the District shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.

No supervisor, manager, or employee of the District shall assist any individual in doing any act which constitutes discriminatory harassment against any employee of the District.

No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment in this District on an applicant's or employee's acquiescence to any of the behavior defined above.

No supervisor, manager, or other authority figure may retaliate against any applicant or employee, because that person has opposed a practice prohibited by this Policy or has filed a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.

No person shall destroy evidence relevant to an investigation of harassment or discrimination.

1.2.4 Complaint Procedure

The District's complaint procedure provides for an immediate, thorough and objective investigation of any harassment claim.

~~Employees~~ A covered individual who ~~believe~~believes they have experienced any form of employment discrimination ~~or, harassment~~ are, or retaliation is strongly encouraged to report this experience immediately and should provide a written or verbal complaint to their own or any other supervisor, the General Manager, or ~~the Manager of Finance and Administration~~ their designee.

This includes conduct the ~~employee~~individual personally experiences or directly observes, whether or not reported by the ~~employee~~individual who is the object of the conduct. This shall also include conduct by non-employees.

1.2.5 Obligations of Supervisors

Supervisors and managers must immediately refer all harassment complaints to the General Manager. In the event the complaint is against the General Manager or a member of the Board of Directors, it shall be addressed to the Board President, except that if the complaint is against the Board President, it shall be addressed to any other Board Member.

Under no circumstances shall a supervisor, manager, or other authority figure retaliate in any way against an employee who has made a complaint or who has provided information as a witness to an incident of alleged discrimination or harassment.

All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discrimination or harassment.

1.2.6 Investigative/Corrective Action

All incidents of ~~discriminatory~~discrimination, harassment, or retaliation that are reported must be investigated. The General Manager or designee, will promptly undertake an ~~effective~~efficient, thorough and objective investigation of the ~~harassment~~ allegations. The investigation will be completed and a determination regarding the harassment alleged will be made.

If the District determines that discrimination, harassment, or retaliation has occurred, the District will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of discrimination, harassment, or retaliation is substantiated, appropriate disciplinary action, up to and potentially including discharge, will be taken against the harassing individual(s).

1.2.7 Protection Against Retaliation

The District's policy and applicable law prohibits retaliation against any employee by another employee or by the District for using this complaint procedure or for filing, testifying, assisting or participating in any manner in any harassment investigation, proceeding or hearing.

Any report of retaliation by the one accused of harassment, or by coworkers, supervisors or managers, will also be promptly, effectively and thoroughly investigated in accordance with the District's investigation procedure outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

1.2.8 Additional Enforcement Information

In addition to the District's internal complaint procedure, employees should also be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) (formerly, the Department of Fair Employment & Housing (DFEH)) investigate and prosecute complaints of employment harassment. Both the EEOC and the ~~DFEH~~CRD serve as neutral fact finders.

~~For more information, contact the General Manager of the nearest office of the EEOC or DFEH, as listed below:~~

Contact the agencies directly to learn about their specific complaint processes and time limits.

~~U.S. Equal Employment Opportunity Commission (EEOC)~~

~~Website: www.eeoc.gov/employees 1265 West Shaw Avenue
Fresno, CA 93711~~

- ~~•~~
- ~~• General information: (800) 669-4000, (800) 669-6820 (TTY), or (844) 234-5122 (ASL Video Phone)~~
- ~~• Email: info@eeoc.gov~~

~~California Civil Rights Department of Fair Employment & Housing (DFEH(CRD))~~

- ~~• Website: www.calcivilrights.ca.gov~~

~~Complaint information: <https://calcivilrights.ca.gov/complaintprocess/Bakersfield>
District Office~~

~~1001 Tower Way, Suite 250
Bakersfield, CA 93309-1596~~

- ~~•~~
 - ~~• General information: (800) 884-1684 (voice), (800) 700-2320 (TTY), or California's Relay Service at 711~~
- ~~Email: contact.center@calcivilrights.ca.gov~~

1.3 NON-CONTRACT PROVISION

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

1.4 AT-WILL EMPLOYMENT

Pursuant to California Labor Code section 2922 unless otherwise expressly provided for in an applicable employment contract, District employees are employed on an at-will basis. Employment at-will may be terminated without cause and without notice at any time by the employee or the District.

No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the District's Board of Directors has the authority to make any such agreement and only if it is in writing.

An employee's at-will employment relationship may not be modified by an oral agreement or an implied agreement (i.e., based on past workplace practices). Similarly, nothing contained in this handbook, or in any other documents or communications provided to employees or candidates for employment—aside from a special written agreement signed by the Board of Directors as stated above—is intended to be, nor should be, construed as a guarantee that employment (or any benefit) will be continued for a specific time period, or that a good reason or cause must exist before the District can

terminate employment. For example, any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience. They are not intended to create an employment contract for a year or a specific period.

1.5 COVERAGE OF THE PERSONNEL RULES

These rules establish the personnel system for the District. These rules shall apply to all employees of the District, except those employees or employee groups who are excluded or except where these rules specifically otherwise provide. ~~Excluded employees and employee groups are: General Manager, volunteer, temporary, seasonal, or contract employees.~~

~~These employees or employee groups hold their positions at the will of the District's Board of Directors and are not obligated by or entitled to benefits provided by these rules, unless otherwise specified.~~

1.6 TIME OFF TO VOTE

Pursuant to California Elections Code section ~~14001~~, 14000(a) and (b), if an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or end of the ~~day~~, employee's regular work shift. Prior approval for this time off by the employee's supervisor is required. If, up to three days before the election day, the employee believes that time off will be necessary to be able to vote on election day, then the employee shall give the District at least two working days' notice that time off for voting is desired. (California Elections Code section 14000(c)).

1.7 JOB ABANDONMENT

An employee is deemed to have resigned if the employee is absent for five (5) consecutive workdays without prior authorization and without notification during the period of absence. On the third working day of unauthorized absence, the supervisor shall send an overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within two (2) workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for the absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right to appeal if deemed to have resigned as a result of job abandonment.

1.8 PERSONNEL RECORDS

1.8.1 General

The District maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the District's personnel program. Personnel files are the property of the District, and access to the information they contain is restricted.

1.8.2 Notifying District of Changes in Personal Information

Each employee is responsible to promptly notify the District's ~~Manager of Finance and Administration~~ Payroll Department of any changes in relevant personal information, including

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents
- Marital Status

1.8.3 Location of Personnel Files

~~The Manager of Finance and Administration~~ The Payroll Department maintains all personnel records for employees of the District, including employment records and evaluations.

1.8.4 Medical Information

a. Separate Confidential Files

All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section 12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.).

b. Information in Medical Files

The District will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. ~~To enable the District to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. However, an employee may voluntarily authorize release of their medical information to the District at their own discretion.~~

c. Access to Medical Information

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information. Disclosure of an employee's medical information may also be made to first responders in the event of a medical emergency involving the employee.

1.8.5 References and Release of Information in Personnel Files

a. Public Information

Upon request, the District will release to the public information about its employees as required by the Public Records Act. The District will not disclose personnel information that ~~it considers~~ is specifically exempt from disclosure under the PRA or otherwise constitute an unwarranted invasion of personal privacy.

b. Reference Checks

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the ~~Manager of Finance and Administration~~ Payroll Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the ~~Manager of Finance and Administration~~ Payroll Department on a case-by-case basis.

~~c. Medical Information~~

~~Medical information will be released only in accordance with Section 1.8.4 above.~~

1.8.6 Employee Access to Personnel File

a. Inspection of File

~~An employee~~ A current or former employee, or an authorized representative of the current or former employee, may inspect his or her own personnel file, to the extent defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the ~~Manager of Finance and Administration~~ Payroll Department to arrange an appointment. The review must be done in the presence of the ~~Manager of Finance and Administration~~ Payroll Department or his/her designee.

b. Copies

On request, an employee is entitled to receive a copy of any ~~employment-related document he personnel record relating to the employee's performance or she has signed to any grievance concerning the employee.~~ An employee who wishes to receive such a copy should contact the ~~Manager of Finance and Administration~~ Payroll Department.

~~1.9 OUTSIDE EMPLOYMENT OR ACTIVITY~~

~~A District employee shall not engage in any employment, enterprise, or outside activity which is in conflict with the employee's duties, functions, responsibilities, nor shall the employee engage in any compensatory or non-compensatory outside activity which will directly, or indirectly, contribute to the lessening of the employee's effectiveness as a District employee.~~

1.9.1 Authorization

~~_____ a. _____ Any employee wishing to engage in an occupation or outside activity for compensation shall inform the General Manager of such desire, providing information as to the time required and the nature of such activity, and such other information as may be required; and the General Manager shall determine whether or not such activity is compatible with the employee's District employment.~~

~~_____ b. _____ If the General Manager determines such activity is compatible, the General Manager may authorize the activity in writing and shall send a copy to the Personnel Officer or designee and the General Manager.~~

~~_____ c. _____ Said authorization shall be valid only for the work and period prescribed therein.~~

1.9.2 Determination of Inconsistent Activities

~~In making a determination as to the consistency or inconsistency of outside activities, the General Manager shall consider, among other pertinent factors whether the activity:~~

~~_____ a. _____ Involves the use for private gain or advantage of District time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's District office or employment;~~

~~_____ b. _____ Involves receipt or acceptance by employee of any money or other consideration from anyone other than the District for the performance of an act which employee, if not performing such act, would be required or expected to render in the regular course of his/her District employment or as a part of his/her duties as a District employee;~~

~~_____ c. _____ Involves the performance of an act in other than his/her capacity as a District employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed;~~

~~_____ d. _____ Involves conditions or factors which would probably, directly or indirectly, lessen the efficiency of the employee in his/her regular District employment or conditions in which there is a substantial danger of injury or illness to the employee.~~

1.9.3 Revocation of Authorization

~~Authorizations may be issued for such length of time as noted in the authorization, and all authorizations are subject to revocation by the department head or the General Manager.~~

1.9.4 Use of District Equipment Prohibited

~~a. No District-owned equipment, autos, trucks, instruments, tools, supplies, machines, or any other item which is the property of the District shall be used by an employee while said employee is engaged in any outside employment or activity for compensation.~~

1.9 CONFLICTS OF INTEREST

1.9.1 Policy

Employees are expected to use good judgment, adhere to high ethical standards, and conduct themselves with integrity and honesty in the course of their employment. This requires that employees refrain from activities, relationships, or having any financial interests, that are inconsistent with satisfactorily executing (or giving attention to) the full-time performance of their job duties. In addition, employees must not engage in activity that creates the appearance that their ability to act in an impartial, ethical, and professional manner has been compromised. Moreover, employees are expected to avoid situations that create an actual or potential conflict between their personal financial interests—such as soliciting or accepting gifts, favors, or anything having a monetary value from an entity known to be a vendor, potential vendor, or in any way affiliated with the District—and the legitimate business interests of the District.

A conflict of interest exists when the employee's actions are divided between the District's best business interests and those of the employee or of another entity in direct or indirect competition with the District, such as a competitor, supplier, vendor, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, relationship, or action constitutes an apparent or actual conflict of interest should discuss it with their immediate supervisor or the General Manager for clarification. Any exceptions to this policy must be approved in writing by the General Manager.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common situations that employees should avoid include the following:

- Accepting personal gifts or entertainment from competitors, customers, vendors, potential vendors, suppliers, or potential suppliers;
- Working for a different company, business, or other person (e.g., a competitor, supplier, customer, etc.) while employed by the District where such other work compromises the employee's fulfillment of the employee's job responsibilities to the District (including, but not limited to, its attendance requirements) or otherwise;
- Using District property or labor or otherwise exploiting one's position with the District for personal gain;

1.9.2 Disclosure

Employees are expected to disclose actual or potential conflicts to the District as soon as possible. If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment

relationship with a competitor, customer, vendor, potential vendor, supplier, or potential supplier, the employee must disclose this fact in writing to the General Manager.

~~b. No employee shall allow any unauthorized person to rent, borrow, or use any of the items mentioned in (a) above.~~

~~1.9.51.9.3~~ Violations and Penalties

~~Any violation of the provisions herein contained respecting outside employment or activity and use of District property shall constitute sufficient grounds for disciplinary action, up to and including dismissal.~~

1.10 — Failure to adhere to this policy, including failure promptly to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

1.10 EMPLOYEE DRESS CODE

Employees of the District are required to dress appropriately for the jobs they are performing. Failure to follow the dress regulations contained in this section shall be grounds for discipline. The District adheres to the Fair Employment and Housing Act ("FEHA") with regards to dress and grooming standards related to, among other things, hair texture, protective hair styles and religious dress.

- ~~1.~~ All clothing must be neat, clean and in good repair.
- ~~2.~~ Prescribed uniforms and safety equipment must be worn where applicable. Maintenance workers receive an annual allowance of uniforms.
- ~~3.~~ Footwear must be appropriate for the work environment and functions being performed.
- ~~4.~~ Hair must be neat, clean and well groomed.
- ~~5.~~ Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.
- ~~6.~~ Jewelry is acceptable except in areas where it constitutes a health or safety hazard.
- ~~7.~~ Good personal hygiene is required.
- ~~8.~~ Dress must be appropriate to the work setting, particularly if the employee deals with the public.

1.11 ELECTRONIC MAIL (E-MAIL) ADMINISTRATIVE POLICY

1.11.1 Purpose

To establish guidelines for the use of electronic mail throughout the District.

1.11.2 Policy

The District email system is an official communication tool for District Business. All electronic mail (~~E-mail~~) messages are official District records and are the property of the District. Employees should restrict their use of District owned hardware and software to District business. The District reserves the right to monitor the system for any reason, including the right to review, audit and disclose all matters sent over and/or stored in the system to ensure that the ~~E-Mail~~ is being used in compliance with the law and this Policy. ~~E-mail~~ transmissions are not confidential; therefore, employees can have no reasonable expectation of privacy in anything that is sent over the ~~E-mail~~ network.

1.11.3 Provisions

a. All messages transmitted over the E-mail system should be those which involve District business activities or contain information essential to its employees for the accomplishment of business-related tasks, any communication directly related to District business, administration or practices. Employees must send all District communications that are sent via email to and from their official District email address. Employees are prohibited from using their private email address when communicating District business via email.

~~b.~~

~~b. Incidental and occasional personal use of the E-mail system is permitted, but employees are reminded that they do so at their own risk as such messages are subject to the District's access. As such, it is recommended that any personal communications be limited to "light Personal" communications such as birthday greetings, thank you's, etc.~~

~~Employees may use District internet access for incidental personal communications provided that the use: is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with District operations or the work performance of any District employees; is not abusive, illegal, inappropriate, or otherwise prohibited by this policy; and clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement.~~

c. Users of ~~E-mail~~ are responsible for the management of their mailbox and its associated folders. ~~E-mail~~ documents will remain in a folder until deleted or trashed. ~~Due to storage and administrative concerns, the District may automatically purge all E-mail documents without notice. Purging of emails and their associated contents will be conducted according to the District's document retention policy.~~

1.11.4 Confidentiality

~~a. Confidentiality is not provided for on the E-mail system because all communications transmitted on the system are the property of the District. Therefore, the E-mail system is not appropriate for confidential communications. Common sense should be employed. If a communication should be confidential, it should be placed in an interoffice envelope marked personal and confidential, rather than sent via E-mail. It would~~

~~not be appropriate for employees to transmit sensitive information, including, but not limited to pre-award contractual information, any personnel action including: disciplinary action, and informal or formal performance appraisals and documents requiring signatures to be valid. Drafts may be sent electronically, but the final version should be printed, signed and delivered in hard copy. There may be a temptation, because E-mail provides a method of communication without seeing or hearing a person, to "let off steam" or annoy someone by way of sending a message. This is unacceptable and cannot be condoned. Employees found to have engaged in such actions will be subject to discipline, up to and including termination.~~

~~_____ b. _____ Accessing E-mail to monitor, review or audit is prohibited except at the direction of the General Manager. It is a violation of District policy for any employee, including system administrators, supervisors, or programmers, to use electronic mail and computer systems for the purpose of obtaining access to the files or communications of others without the prior written approval of the General Manager. Employees found to have engaged in such actions will be subject to discipline, up to and including termination.~~

1.11.5 Etiquette

~~Language which~~The District's Anti-Harassment Policies also apply to electronic communications. Language that is insulting, offensive, disrespectful, demeaning, or sexually suggestive will not be tolerated. Harassment of any form or ethnic slurs, obscenities, or any representation of obscenities, will not be tolerated. Sending a carbon copy of these types of offensive ~~E-mail~~email to a separate party will not be tolerated. Failure to comply will result in disciplinary action, up to and including termination.

1.12 USE OF DISTRICT PROPERTY

All District equipment is property of the District and is to be used only for purposes related to conducting District business unless otherwise authorized. Equipment including but not limited to telephones, desks, computers, file cabinets, lockers, vehicles and other District property used by District employees in their work may be monitored and searched by District personnel at any time without notice. Employees are hereby notified that they do not have a reasonable expectation of privacy in their use of District property or equipment.

~~_____ All District equipment and property, including but not limited to District vehicles, is to be used only for District business unless otherwise specifically authorized by the General Manager.~~

1.13 ALCOHOL AND DRUG ABUSE POLICY

1.13.1 Purpose

The District is committed to providing employees with a workplace which is safe, productive and conducive to the welfare of all persons. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Nothing in this policy is meant to interfere with the District's adherence to Government Code section 12954, prohibiting discrimination against an employee for their

use of cannabis off the job and away from the workplace. However, the District is still entitled to maintain a drug- and alcohol- free workplace as specified in Section 11362.45 of the Health and Safety Code.

1.13.2 Policy

a. Employees shall not be under the influence of, or in possession of, alcohol or unlawful drugs while at work locations, while on duty or subject to being called to duty. Furthermore, employees shall not sell, possess, use, or provide unlawful drugs or alcohol to any other employees or person while such employee is on duty or subject to being called to duty. ~~Furthermore, no employee, while he/she is on duty or subject to being called to duty, shall sell drugs or alcohol to any other employees or persons.~~

~~_____b. Refusal to submit to the required alcohol and/or drug analysis shall result in the prospective employee being disqualified from employment.~~

~~_____c. _____b. An employee reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained until he or she can be safely transported from the work location.~~

~~dc.~~ The District shall, upon showing of reasonable suspicion that an employee is intoxicated or under the influence of drugs and/or alcohol while on the job or subject to being called to duty, compel an employee ~~who appears to be unable to perform any portion of his/her job~~ to submit to a reasonable suspicion drug and/or alcohol test on District time and at the District's expense. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the District's right to discipline or discharge any employee. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall timely document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

_____d. Any drug tests required by the District will comply with the requirements of Gov. Code section 12954. As such, no drug test will screen for non-psychoactive cannabis metabolites, such as those that test for tetrahydrocannabinol ("THC").

e. If a drug screen is positive, and the employee claims to have a prescription for the substance that led to a positive test, the employee must provide within 24 hours of request, bona fide verification of a valid current prescription for the drug declared by the employee before the drug test and identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including termination.

f. If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out following an evaluation of the circumstances. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

fg. If the employee desires to appeal a positive test result, he or she may request a new testing of the remaining portion of the original sample. The test shall be conducted at the employee's expense and shall be conducted at a laboratory mutually approved by the District and the employee.

gh. Laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the District, pursuant with Policy 1.8.4 above. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the District and the employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

hi. Managers and supervisors shall notify their department head or designee when they have reasonable suspicion ~~reason~~ to believe that an employee may have ~~illegal~~ prohibited drugs in his or her work area. If the department head or designee concurs that there is reasonable suspicion evidence of ~~illegal~~ prohibited drug possession, the department head shall notify the appropriate law enforcement agency. The District reserves the right to search, without employee consent, all areas and property in the District which the District maintains control or joint control with the employee in such a situation.

ij. Employees must notify their supervisor before beginning work when taking medications or drugs which could foreseeably interfere with the safe and effective performance of their duties or operation of District equipment. Medical clearance by a qualified physician may be required by the District in the event that there is a question regarding an employee's ability to safely and effectively perform assigned duties.

jk. An employee who is convicted of a criminal drug charge because of a drug violation he or she committed on District property or during working hours or while attending a conference, training, seminar, or other activity paid for by the District, is required to notify the District of the conviction.

l. The employee must notify the District within five (5) days of the time he or she is convicted. In addition to any sentence imposed by a court, the District may still impose discipline, up to and including termination of employment, on any employee so convicted and may also require the employee to participate in an alcohol/drug abuse rehabilitation program.

km. The District recommends a voluntary employee assistance program (EAP) to provide confidential and professional assistance to employees who think that they may have an alcohol or drug usage problem. Every effort will be made by the District to refer employees who have such problems to such a counseling service for assistance.

ln. The District is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problems classify them as being disabled under federal and/or state law. Participation in a rehabilitation program does not limit or

exclude the employee's obligation to comply with personnel rules and job performance standards.

1.13.3 Definition of Terms

a. "Under the influence" means, with respect to drugs or alcohol, the appearance of any detectable amount of a drug, or its metabolites, or alcohol, and an appearance, behavior or speech which leads a supervisor to reasonably suspect that an employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.

b. The term "drugs" means any and all controlled substances, such as, but not limited to, marijuana, (except for non-psychoactive metabolites due to off-duty marijuana use), cocaine, hallucinogens, amphetamines, barbiturates, PCP, depressants, opiates, methadone, methaqualone, benzodiazepines, "designer" drugs and synthesized substances with similar effects. The term "drugs" also includes the misuse of legally obtained prescription and medications, over-the-counter medications and inhalants, or the unlawful use of another person's prescription medication which are being abused, as well as inhalants such as glue and nitrous oxide.

c. "Reasonable suspicion" is a belief based upon objective and articulable facts, gathered from the totality of the circumstances, that would cause a reasonable, prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

Any of the following, alone or in combination, may constitute reasonable suspicion, but they are neither all inclusive nor absolute signs of being under the influence of drugs and/or alcohol:

- i. 1. Slurred speech
- ii. 2. Odor of alcohol on breath
- iii. 3. Inability to walk a straight line
- iv. 4. An accident involving District property
- v. 5. Physical altercation
- vi. 6. Verbal altercation
- vii. 7. Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority
- viii. 8. Possession of alcohol or drugs
- ix. 9. Information obtained from a reliable person, with personal knowledge both articulated and documented, of an employee's substance abuse or use and/or possession of alcohol or drugs in the workplace
- x. 10. Physical appearance such as sloppiness, disarray or red eyes

- xi. ~~11.~~ Difficulty responding to simple questions such as time of day, location, etc.
- xii. ~~12.~~ Difficulty performing simple tasks such as counting, touching nose, etc.

Reasonable suspicion is not to be based upon unconfirmed rumors, but shall be based upon the individual observations by supervisors. Thus, when possible, a supervisor's observations, leading to a determination of reasonable suspicion, should be corroborated by other supervisory personnel. The supervisor is required to take into account other possible explanations for the observed behavior, such as lack of sleep, fatigue, and reactions to noxious fumes or smoke. The factors supporting the determination of reasonable suspicion shall be documented or recorded in a manner provided and approved by District management.

1.14 ANTI-FRATERNIZATION POLICY

1.14.1 Purpose

The purpose of this policy is to memorialize the established procedures regarding romantic and/or sexual relationships between employees and trainees, supervisors and subordinates and between co-workers. Public trust, safety and District morale require adherence to this policy.

1.14.2 Policy

~~This policy will apply to all District employees and volunteers.~~ The District recognizes the rights of its employees to become involved in personal, financial, or business relationships with other members of the District. However, it is the policy of the District to ~~insure~~ensure that employees carry out their duties with impartiality and fairness so that public and organizational confidence in the actions of our employees is maintained.

~~Romantic and/or sexual relationships as defined herein, between supervisors and subordinates and between co-workers are contrary to and may interfere with District goals of productivity and efficiency in the workplace. Therefore romantic and/or sexual relationships between supervisors and subordinates within this District are prohibited. Romantic and/or sexual relationships between co-workers are discouraged.~~

a. Supervisor/Subordinate Relationships

Romantic and/or sexual relationships between a supervisor and a subordinate may lead to actual or potential problems of supervision, favoritism, morale, misunderstandings, safety, conflicts of interest or claims of discrimination, including sexual harassment. Hence, ~~we strongly discourage any romantic and/or sexual relationship between supervisors and subordinate employees are directed not to engage in such relationships. subordinates~~

b. Co-worker Relationships

Public trust, safety and District morale require that employees avoid relations, which may negatively impact the efficient operation of the District. In order to promote efficient operation of the District and to avoid claims of sexual harassment, gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the ~~work place~~workplace, all employees are encouraged to avoid conflict which may lead to the above conditions.

~~1.14.3~~ Definitions

~~The following definitions apply to each section of this Policy.~~

~~a. A "romantic relationship" exists when an employee becomes involved socially resulting in dating, exchange of personal affection, emotional attachment, sexual or physical intimacy or cohabitation.~~

~~b. The term "dating" includes but is not limited to one or more social meetings under circumstances that may lead to or result in exchange of personal affection, emotional attachment and sexual or physical intimacy.~~

~~_____ c. "A social meeting" occurs when co-employees gather for purposes other than the performance of duties in the course and scope of employment.~~

~~_____ d. Employee—Any paid or unpaid member of the District.~~

~~_____ e. Subordinate—a person who is answerable to another based on job classification or who, based on assignment or training requirements, is actively being evaluated by another member of this District.~~

~~_____ f. A trainee is any employee who has not completed the established training program for their respective position or assignment.~~

1.14.3 ~~1.14.4~~ Supervisor/Subordinate Relationships

~~_____ Prohibited supervisor/subordinate relationships include:~~

~~a. _____ a. Supervisors must immediately notify the General Manager of any attempt to establish a personal, romantic, or sexual relationship with any employee working under their direct or indirect supervision or management.~~

a.b. An employee shall not directly supervise, nor be directly supervised by another employee with whom they have a romantic and/or sexual relationship.

~~_____ bc.~~ A supervisor shall not recommend advancement, contribute to a performance rating or take part in decisions regarding the assignment of another employee with whom they have a romantic and/or sexual relationship.

~~_____ cd.~~ Employees who have a romantic and/or sexual relationship may not work on the same shift or within the same work group, but may work overlapping shifts provided the above listed restrictions are not violated.

1.14.4 ~~1.14.5~~ Enforcement

The District reserves the right to investigate situations in the workplace to determine whether ~~breaches a romantic and/or sexual relationship exists and therefore presents a possible violation~~ of this Policy ~~are occurring or have occurred and to take appropriate corrective remedial action against one or both of the parties involved.~~

~~The otherwise disrupts~~ District ~~has determined that hiring relatives of present employees will almost certainly pose difficulties for supervision, security, safety, or morale. Accordingly, while operations. If the District will consider the hiring of relatives of present employees on a case by case basis, the District believes that the hiring of relatives will detrimentally affect the District in most cases. For purposes of this section, "relatives" are determines that a proscribed relationship (as defined as spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half brother, half sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law by this Policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or sister-in-law.~~

~~Present employees who marry, or who become related by marriage, will dismissal, shall be permitted utilized to continue mitigate issues that arise relevant to the enforcement of this Policy.~~

In determining rules and regulations governing the employment with the of District ~~only if they~~ employees who become related, as defined herein, after commencement of District employ, the District is guided by the principles enunciated in the California Civil Rights Department (CRD), which prohibits discrimination on the grounds of marital status. However, CRD and its attendant regulations do not pose difficulties for authorize restrictions on married District employees/ in-laws. For business reasons of supervision, safety, security, ~~safety, or morale~~, or potential conflicts of interest, the employer may refuse to place one relative under the direct supervision of another relative and/or refuse to place both relatives in the same department, division, or facility if the work involves hazards greater for married couples or other relatives than for other persons. (Government Code Section 12940(a)(3)).

Where the circumstances mandate that two spouses shall not work together, the District will attempt to transfer one spouse to a similar position, however the ability of the District to transfer employees is limited by its size and the limited number of positions available.

If continuing employment of two spouses cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one spouse from District employment. Absent resignation by one affected spouse, the less senior of the involved spouses will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

1.15 ~~1.16~~ WORKPLACE VIOLENCE POLICY

The District is committed to providing a safe and secure work environment that is free of violence and the threat of violence. To this end, violence or the threat of violence in the workplace will not be tolerated in any form. ~~It is inappropriate to use violence or~~

~~threats in an attempt to intimidate, prevent work from being completed or in any way interfere with providing a safe workplace. The top priority in this process is effectively handling critical workplace incidents, especially those dealing with actual or potential violence. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution and/or disciplinary action, up to and including termination.~~

~~Violence, or the threat of violence, against or by any employee of the District or any other person is unacceptable. Should a non-employee, on District property, demonstrate or threaten violent behavior he/she may be subject to criminal prosecution. In addition, should an employee, during working hours, or while attending a conference, training, seminar or other District paid activity, or while on District property at any time, demonstrate or threaten violent behavior he/she may be subject to disciplinary action as well as potential criminal prosecution.~~

~~The following actions are considered violent acts:~~

~~1.15.1~~ ~~1.~~ ~~Policy~~

~~Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault, and/or abusive behavior toward any person while in the course of District employment. The District has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.~~

~~1.15.2~~ ~~Definitions~~

~~"Workplace violence" is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:~~

- ~~a. Striking, punching, slapping or assaulting another person.~~
- ~~b. 2. Fighting or challenging another person to fight.~~
- ~~c. 3. Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise.~~
- ~~d. 4. Engaging in dangerous, threatening or unwanted horseplay.~~
- ~~e. 5. Possession, use, or threat of use, of a gun, knife or other weapon (including firearms, chemical agents, clubs, batons, or any other device or tool that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm) of any kind on District property, including parking lots, other exterior premises, District vehicles, or while engaged in activities for the District in other locations, unless such possession or use is a requirement of the job.~~

- ~~f. _____ 6. _____ Threatening~~Threats or acts of physical harm or harming another person, directed toward an individual or any other action, their family, friends, associates, or conduct that implies the property;
- ~~g. _____~~Harassing or threatening phone calls;
- ~~h. _____~~Surveillance;
- ~~i. _____~~Stalking; and
- ~~f.j. _____~~The destruction of, or threat of bodily harm, destruction of District property or another employee's property.

1.15.3 Incident Reporting Procedures

Any employee who is the victim of any violent, threatening or harassing conduct, any witness to such conduct, or anyone ~~receiving~~who witnessed or received a report of such conduct, whether the perpetrator is a District employee or a non-employee, shall immediately report the incident to their supervisor or other appropriate person. All reports or incidents of violence will be thoroughly and promptly investigated.

The supervisor or other appropriate person who receives the report of workplace violence will document the incident, including the employee's name(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

The District will take all appropriate steps to provide security, including but not limited to:

- a. _____ Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
- b. _____ Asking any threatening or potentially violent person to leave the site; or
- c. _____ Immediately contacting an appropriate law enforcement agency

No one, acting in good faith, who initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment.

~~_____ In the event the District fears for the safety of the perpetrator or the safety of others at the scene of the violent act, law enforcement will be called.~~

2.0 SELECTION AND APPOINTMENT

2.1 JOB ANNOUNCEMENTS

Announcements of all open and promotional openings shall be posted on bulletin boards at the various District facilities for employees' review. The General Manager or designee may also undertake whatever other recruiting activities he or she feels are necessary or desirable to fill a particular position consistent with the District's goal of obtaining the most qualified employees.

The Announcement shall include:

- a. Title and pay for the position;
- b. The nature of the work to be performed;
- c. The minimum qualifications;
- d. The time and place of examination, if known;
- e. The method of applying;
- f. The closing date for the application, if one is established;
- g. Whether a medical and/or psychological examination, including a drug screen, will be required, post-offer of employment;
- h. Such other information as is desirable in the discretion of the General Manager or designee.

Job applicants shall apply for positions on forms provided by the General Manager. All applications must be completed in full and signed by the applicant. The District will not process any application which is not fully completed and signed.

2.2 APPLICATION PROCEDURE

The General Manager or designee may reject an application, or may disqualify or remove the applicant's name from an eligible list, if the applicant:

- a. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- b. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- c. Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;
- d. Is a current user of illegal drugs;

- e. Has been convicted of a crime, either a misdemeanor or felony, that relates, after an individualized assessment, causes the District to the duties that reject the applicant ~~would perform~~;
- f. Used or attempted to use political pressure or bribery to secure an advantage in an examination or in appointment;
- g. Directly or indirectly obtained specific information regarding an examination, such as interview or exercise questions;
- h. Refuses to execute the loyalty oath;
- i. Failed to submit the employment application within the prescribed time limits;
- j. Has had his or her privilege to operate a motor vehicle in the State of California suspended or revoked, if driving is an essential function of the applied for position.
- k. For any material cause which in the judgment of the General Manager or designee would render the applicant unsuitable for the position.

Defective applications may be returned to the applicant with notice to amend and refile, provided that the time limit for receiving applications has not expired.

2.3 SELECTION PROCESS

The selection process involves testing fairly the qualifications of candidates. The determination of which selection procedures shall be used for any particular position is solely within the discretion of the General Manager or designee.

2.3.1 Evaluation Panel

- a. In his/her sole discretion, the General Manager or designee may convene an Applicant Evaluation Panel for the purpose of evaluating applicants for positions within the District.
- b. The Applicant Evaluation Panel may question applicants about relevant, job-related matters to evaluate the applicant's fitness for the position.
- c. The Applicant Evaluation Panel shall rate each applicant on rating sheets provided by the District. Each rating sheet shall be submitted to the General Manager or designee who shall prepare the results of the panel evaluation.
- d. It shall be the sole responsibility of the General Manager or designee to monitor the activities of the Applicant Evaluation Panel and to investigate and make findings of any complaints concerning the Panel or its ratings.

2.4 APPOINTMENTS

~~Regular~~ Employees are appointed by the General Manager or designee. Vacancies may be filled by re-employment, promotion, transfer, demotion, appointment of hourly employees, or from an appropriate eligible list, if available. The General Manager or designee shall decide in what manner the vacancy is to be filled.

2.5 RE-EMPLOYMENT

Re-employment of any person who has resigned in good standing from a position will be contingent upon, among other things, District need, the employee's prior work experience with the District, physical examination where such examinations are necessary and job related, and administrative evaluation.

2.6 ORIENTATION

The District shall provide orientation to all employees. The orientation shall familiarize new employees with, among other things, the physical environment of the District, District policies, and their job descriptions.

3.0 EMPLOYMENT STATUS

3.1 REGULARFULL-TIME AND PART-TIME EMPLOYMENT

All employees of the District (except the General Manager) who successfully complete their probationary period and who work a minimum of 40 hours per week shall ~~become regular,~~ be considered full-time employees. All employees of the District who successfully complete their probationary period and who work less than 40 hours per week but more than 20 hours per week shall become ~~regular part-time employees. Until probationary employees become regular employees in accordance with the District's procedure, they remain employed at the will of the District and may be terminated or disciplined by the District at any time for any reason whatsoever without notice and without right of appeal.~~ part-time employees. Only employees who are hired into positions established in the District's job specifications manual may qualify as ~~regular,~~ full-time employees.

3.2 PROBATIONARY PERIOD

A probationary period is defined as a working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed. Newly hired and promoted personnel will be subject to a probationary period of 6 months

3.2.1 Probationary Period For New Employees

Newly hired probationary employees are evaluated during the probationary period. Prior to the conclusion of the probationary period, the General Manager or designee will determine whether the employee will be entitled to attain regular status. The probationary period may, at the General Manager's sole and exclusive discretion, be extended for an additional period of up to 6 months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by that number of days the employee is on leave. If the General Manager, or his or her designee, determines that the probationary period should

be extended, the probationary employee shall be given notice in writing prior to expiration of the original probationary period.

Employment may be terminated at any time for any reason during the probationary period, or during any extension thereof without cause and without right to appeal.

3.2.2 Probationary Period For Promotional Employees

Upon ~~accepting a promotion, an employee serves a probationary period of six (6) months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave. An employee does not acquire regular status in the promotional position until successful completion of the probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee that is promoted shall be evaluated in the promotional position. If the promoted employee does not satisfactorily perform in the promotional position within six (6) months of actual and continuous service in that position, the employee shall be entitled to return to the position held prior to promotion at the same salary range and within the same salary step the employee held prior to promotion if there is a vacancy in the prior position. The employee is not entitled to notice or a hearing if rejected during probation. Nothing in this section prevents the District from discharging a promoted employee pursuant to the District's at-will employment policy as set forth in Section 1.4, above.~~

4.0 COMPENSATION/PAYROLL

4.1 SALARY PLAN ADMINISTRATION

The salary plan for the District shall be administered in accordance with the following provisions:

4.1.1 Salary Placement of New Employees

New employees shall be appointed at the first step of the applicable salary range, except that the General Manager may authorize an appointment of a new employee to any higher step.

4.1.2 Salary Reinstatement

An employee who resigned in good standing may, within one year of such resignation be reinstated by the General Manager without examination in a vacant position in the class in which he/she previously had served. Upon such reinstatement, the anniversary date shall be based upon the date of reinstatement.

4.1.3 Salary Step Movement

Normally, and as a general rule, employees may be considered eligible for an increase in salary according to the following general plan:

- a. The letters A, B, C, D and E, respectively, denote the various steps in the pay range.

- b. Salary step ~~“~~“A” shall generally be paid upon initial employment.
- c. Salary step ~~“~~“B” will generally be paid upon completion of one year of employment in step ~~“~~“A” where the employee has demonstrated job progress and productivity and upon recommendation of the department head. This date will become the employee’s salary anniversary date. Exemplary performance may result in Salary Step “B” being paid after six months.
- d. Salary steps ~~“~~“C”, “D”, and “E” will be paid upon completion of one year of employment in the prior step where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the department head.

4.1.4 Salary on Promotion

Any employee who is promoted to a position in a class with a higher salary range shall be placed at the step in the new range which provides the employee with a salary increase at least equal to an advancement of a full step in the former range. An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion. An employee who, on or within 30 days prior to the salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which he/she is entitled, and then the higher step, as provided in this section. The District Manager may authorize an appointment to a higher step than provided herein.

4.1.5 Salary on Demotion

Any employee demoted to a position in a class with a lower salary range shall have his/her salary reduced to the same salary step in the range for the lower class as he/she was receiving in the former range. The new anniversary date shall be the date of the demotion.

4.1.6 Salary on Transfer

The salary of any employee who is (1) transferred from one position to another position in the same class or (2) transferred from one position to another position in a different class but having the same salary range, shall be the same step in the new salary range as he/she was receiving in the former range. The salary anniversary date shall not change.

4.1.7 Salary on Reassignment of Class

Whenever a class is reassigned to either a higher or lower salary range by the Board, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the same step in the new range as he/she was receiving in the former range. The same salary anniversary date shall not change. When a reassignment becomes effective on the same date as an employee's salary anniversary date, the employee shall first receive any step increase to which the employee is entitled in the former range and then receive the corresponding step adjustments.

4.1.8 Salary on Reclassification of Position:

If the position is reclassified to a class having the same salary range, the salary and the anniversary date of the incumbent shall not change. If the position is reclassified to a class which has a higher salary range, the employee shall be placed in the same step in the new range as he/she was receiving in the former range. The salary anniversary date of the incumbent shall not change. If the position is reclassified to a class with a lower salary range, the salary of the employee shall not change, unless such salary is greater than the maximum of the salary range for the new class, in which case the employee shall receive the maximum salary of the new range. The salary anniversary date shall not change.

4.1.9 Salary for Airport Security Coordinator Certification:

Employees who hold the Airport Security Coordinator Certificate and who are designated by the General Manager as performing Airport Security Coordinator duties shall receive a five percent (5%) salary increase over the employee's then current regular salary for the position he/she occupies.

4.2 LONGEVITY PAY PLAN

Longevity pay ~~may~~will be granted to all eligible employees ~~in the sole discretion of the General Manager. An award of longevity pay may be made as as~~ follows:

- a. An employee with ten (10) years of continuous service to the District may receive a five percent (5%) longevity salary increase over the employee's then current regular salary for the position he/she occupies.
- b. An employee with twenty (20) years of continuous service to the District may receive an additional five percent (5%) longevity salary increase over the amount the employee received when he/she had ten (10) years of continuous service.
- c. The maximum cumulative longevity increase for any employee is ten percent (10%).

4.3 PAYDAYS

Employees of the District shall be paid every two weeks on every other Friday.

4.4 AUTHORIZED DEDUCTIONS

The District may make the following deductions from an employee's paycheck:

Deductions: Federal Income Tax (withholding)
State Income Tax (withholding)
Disability Insurance
Medicare Tax (only if hired after 4/86)

Authorized deductions under the District's 457 Plan

Other deductions: Other deductions may be authorized by the employee for:

Additional money needed for medical plan
Dependent coverage or health plan
PERS retirement
Personal savings account
Deferred Compensation Plan
Flex Plan

4.5 GARNISHMENTS

An employee's wages can be garnished by a court order. Employees are encouraged to notify their supervisor when a wage attachment is expected. Affected employees will be promptly notified if the District receives a lawful garnishment order. ~~More than one garnishment may be cause for disciplinary action, up to and including termination.~~

4.6 WORKING HOURS

An employee's regular workday and workweek shall be established by the General Manager. The General Manager, however, where public necessity or convenience requires may direct certain employees to work at hours different than the employee's regular workday.

4.7 WORK SCHEDULE

It is the duty of the General Manager to arrange the work of the District so that each regular employee therein shall work not more than the number of days the employee is regularly scheduled to work in each work period.

Maintenance personnel shall normally report for duty at 8:00 A.M. and end the work day at 4:30 P.M., unless otherwise assigned as hereinabove provided.

4.8 OVERTIME

The District tries to keep costs down by avoiding overtime work. However, non-exempt employees may be required to work overtime with advance approval. The District compensates for overtime in fifteen (15) minute increments. ~~No overtime credit shall be given or allowed for any overtime worked of less than one half (1/2) of each 15 minute increment.~~

Overtime work for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of forty (40) hours in the designated seven (7) day workweek. Overtime may be compensated by the payment of one and one-half (1-1/2) times the regular rate of pay or by compensatory time off for the employee involved. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay; paid leave will not be counted.

4.8.1 Compensatory Time in Lieu of Cash

In lieu of cash payment for overtime, an employee may elect to receive compensatory time off, credited at the rate of time and one-half for every overtime hour worked. The maximum accumulation of compensatory time off which may be credited is 240 hours (equivalent to 160 overtime hours worked). An employee who has requested to use accumulated compensatory time shall be permitted to use such time within a reasonable period of time after making the request unless, in the discretion of the department head or General Manager, the use of the compensatory time will unduly disrupt the operations of the District. An employee shall, upon termination, be paid for unused accumulated compensatory time at the higher of (1) the employee's final regular rate of pay or (2) the employee's average regular rate of pay during the last three years of his/her employment.

Hours worked by an employee on a specified District holiday shall be considered overtime work regardless of the number of hours the employee actually worked within the applicable work period.

4.9 RETURN TO WORK PAY

If the employee leaves the workplace following his or her regular workday but is requested to return to duty, the employee shall be entitled to be paid a minimum of two (2) hours at the employee's applicable overtime rate or receive compensatory time off. An employee who returns to work shall be paid time and one-half for all hours worked after the employee returns to work.

4.10 VACATION

All ~~regular~~ full-time employees will be granted annual vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Credit Per Month</u>
1 to 3	10	6.67 hours per month
4	11	7.33 hours per month
5	12	8 hours per month
6	13	8.67 hours per month
7	14	9.33 hours per month
8	15	10 hours per month
9	16	10.67 hours per month
10	17	11.33 hours per month
11	18	12 hours per month
12	19	12.67 hours per month
13	20	13.33 hours per month

All eligible employees who have completed at least twelve (12) continuous months of service from the anniversary date of his/her employment by the District are eligible to use vacation benefits. All vacation days must be taken not later than the calendar year immediately following the year in which they accrue, unless the employee obtains the consent of the General Manager. Service shall be deemed to be continuous if employment by the District has not been interrupted for a period in excess of fifteen (15) consecutive working days. Vacation accruals may not exceed twice an employee's current annual entitlement without approval by the Board of Directors. When an employee reaches the maximum accrual he/she shall cease earning vacation. Vacation accruals will

recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

Pay for vacation leave shall be at the employee's hourly rate of pay at the time his/her vacation is taken.

When an employee offers his/her notice of resignation from employment the employee will be granted leave for the duration of any accumulated earned vacation time.

In computing the amount of vacation time due an employee, holidays, vacation time, and sick leave shall be included as continuous service, and the period of time to be granted to an employee shall not include Saturdays, Sundays and holidays which fall within the employee's period of leave.

4.11 SICK LEAVE

All ~~regular,~~ full-time employees will be granted sick leave under the following conditions:

4.11.1 Definition

Sick leave is paid leave from ~~duty which may be granted by the District to work that~~ an employee ~~because of illness, injury, exposure to contagious disease and to attend medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day. An~~ may use for the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee may also use up to one-half of his/her earned and available annual sick leave accrual to attend to the illness themselves or any of a child, parent or spouse the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling; or
- b. Diagnosis, care, or treatment of an existing health condition of, or preventative care for a "designated person" or
- c. For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, or services from a shelter, program, or crisis center, or (3) participate in safety planning or other actions to increase safety.

4.11.2 Notice and Use of Sick Leave Use

~~In order to apply for sick leave use~~ An employee shall provide reasonable advance notification of the need to use accrued sick leave to the employee's supervisor if the need for sick leave use is foreseeable (ex: doctor's appointment scheduled in advance.) If the

need for sick leave use is unforeseeable, an employee shall notify the appropriate immediate supervisor as soon as possible, but no later than one (1) hour after the time established as the beginning of the employee's work day, unless the District determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one (1) day, the employee shall keep his/her immediate supervisor informed as to the date the employee expects to return to work. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

~~Sick leave shall not be granted~~
~~Subject to any employee to permit an extension of the employee's vacation.~~

~~applicable law~~, the District may require a physician's certification ~~atfor~~ any ~~time~~ ~~asabsence due~~ to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work. ~~Employees returning to work after threean illness or more days of continuous sick leave willinjury may be required to furnishprovide~~ a doctor's ~~certificate-certification that they are permitted to return to work.~~

Employees will not be permitted to use vacation in lieu of sick leave unless approved by the General Manager.

4.11.3 Sick Leave Accrual

- a. All employees shall accrue one (1) ~~work-dayworkday~~ of sick leave, for each calendar month of service spent as a District employee. Such accrual shall take place on a monthly basis. No accrual shall take place for any month in which the employee has performed less than a full calendar month of service.
- b. Accrued sick leave carries over from year to year. Sick leave may be accrued to a maximum of one hundred twenty (120) days. An employee may elect a full payoff provision upon retirement or termination of employment with the District.
- c. Sick leave granted by the District and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as provided herein.
- ~~b.d.~~ e. Sick leave shall not be accrued by an employee during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

4.11.4 Abuse of Sick Leave

An employee shall be subject to disciplinary action for abuse of sick leave where the employee claims entitlement to sick leave, but does not meet the requirements of sick leave as set forth herein.

4.11.5 Evaluation of Sick Leave Usage

Use/Abuse of sick leave may be considered in establishing the employee's performance rating.

4.12 DISABILITY INSURANCE

The District maintains a long-term disability insurance policy. The District currently pays fifty percent (50%) of the premium. Those benefits are established exclusively under the terms of that insurance policy. In general terms, the policy provides for the following:

- a. The amount of monthly income for full-time employees shall be 66-2/3% of the first \$5,000 of the member's basic monthly earnings, reduced by any deductible benefit.
- b. Limitations and exclusions apply.
- c. Maximum benefit period: To age 65 or 12 months, whichever is longer.
- d. Elimination period: For full-time employees, the first 307 days of each period of total disability or the period during which the member chooses to receive sick leave benefits under the District's sick leave program, whichever is longer.

4.13 EXCEPTIONAL CIRCUMSTANCES

The Board of Directors recognizes that exceptional circumstances may, from time to time, exist whereby the application of the above vacation and sick leave provisions would be inequitable as to a particular employee and consequently not to the advantage of the District. For good cause shown to the Board, the Board may vary said provisions as to a particular employee relative only to the specific set of facts shown to the Board. It will be the policy of the Board to vary these regulations only in exceptional cases.

4.14 HOLIDAYS

The holidays of this District are as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King's Birthday)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. June 19 (Juneteenth Federal Holiday)
- 5-6. July 4 (Independence Day)
- 6-7. First Monday in September (Labor Day)

~~7-8.~~ Second Monday in October (~~Columbus~~Indigenous People Day)

~~8-9.~~ November 11 (Veterans' Day)

~~9-10.~~ Thanksgiving Day

~~10-11.~~ Friday after Thanksgiving

~~11-12.~~ December 25 (Christmas Day)

Employees shall receive one-half (1/2) day off before each of the Christmas and New Year's holidays. When a Christmas or New Year's holiday falls on a weekend, the half day off prior to the holiday shall be considered a "floating holiday" and taken at the employee's option.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.

4.15 ADDITIONAL EMPLOYEE BENEFITS

The following is a brief description of additional employee benefits which are currently furnished through the District. The information set forth below does not establish the terms and conditions of the benefits, all of which are subject to and/or contained in the applicable insurance policies, retirement plan documents, and employee benefit plan documents. Further, except where a requirement to meet and confer with recognized bargaining units is established, the District reserves the right at any time to alter, change, eliminate, modify, or revise any benefit which it currently offers and to change the carrier or provider of any service.

4.15.1 Medical Insurance

The District requires that each full-time employee have medical coverage. Employees have the option of enrolling with the District's medical provider, Public Employees' Retirement System (PERS), and receive medical coverage. Retirees of the District are also eligible to participate in the benefit program.

The District will contribute for each eligible employee, annuitant and survivor, the amount necessary to pay the full cost of enrollment, up to an amount determined by PERS. The District will also pay an additional amount determined by the Board per month per eligible employee, excluding retirees and their survivors, which will be applied to the medical plan of choice. This is considered the "total" premium.

Should an employee elect to enroll in a PERS Health Benefits Program whose monthly premium is more than the agreed-upon "total", the employee shall be responsible for payment of the difference, which will automatically be deducted from the employee's paycheck. Should an employee enroll in a PERS Health Benefits Program whose monthly premium is less than the agreed total, the employee shall elect to apply the difference to one of the following options:

1. Employee dependent medical coverage. Any balance of the premium to be paid by employee.
2. District's contracted deferred compensation plan.
3. District's contracted accident or sickness disability plan.
4. Employee's paycheck (available only for employees hired before June 1, 2004).

4.15.2 Dental Insurance

Dental insurance is provided by Principal Financial. The employee's coverage is totally paid for by the District. Dependent coverage is the responsibility of the employee.

4.15.3 Retirement Benefit Plan

Public employees Retirement System (PERS) includes:

1. Treatment of employee's contribution as deferred income, i.e., income tax on contributions paid after retirement, when income would be less.
2. "Third Level of 59 Survivor's Benefits" – Upon death of employee before or after retirement, spouse and/or unmarried children under age 22 receive various monthly allowances listed in PERS booklet.

District's contribution:	balance
Employee's contribution:	\$2.00 per month

3. 2% at 55
4. One-year final compensation – Upon retirement, the highest year's income is used for determination of benefits.

4.15.4 Deferred Compensation Plan

District employees may participate in a Deferred Compensation Plan maintained by the District which has the following features:

1. The plan is 100% contributory.
2. The annual maximum contribution by any employee is determined by federal law and plan documents.
3. The plan provides for various elections on the part of contributors regarding withdrawal, frequency of contributions and investment fund selection.

4.15.5 Life Insurance

The District currently provides life insurance for each employee at District expense. The amount of insurance varies based on the employee's salary. The benefits are established exclusively under the terms of that insurance policy.

4.15.6 Section 125, Internal Revenue Code, Flex Plan

District employees may participate in a Flex Plan maintained by the District which has the following features:

1. The plan is 100% contributory by employee.
2. The plan allows a qualified employee to use pre-tax monies for premium conversion, medical reimbursement, dependent care reimbursement or additional health policies.

The ~~Manager of Finance and Administration~~Payroll Department can answer any question regarding the Employee Benefits.

5.0 JOB ACTIONS

5.1 PROMOTIONS AND TRANSFERS

The District has the philosophy of promoting from within whenever possible. Application may be made with the General Manager for any vacant position that occurs. Promotion is based on qualifications.

~~A permanent~~An employee may initiate a request to transfer to another position for which the employee is qualified. Written request for transfer to another department must be submitted to the employee's immediate supervisor. Notice of vacancies will be posted on the bulletin board at the District offices. Employees with less than one year of service, less than an overall performance evaluation grade of satisfactory on the employee's most recent evaluation, or a disciplinary suspension, reduction in pay or equivalent disciplinary action within the last year are not eligible for a voluntary transfer.

5.2 RESIGNATION

A resignation becomes final when accepted by the General Manager. Once a resignation has been accepted by the General Manager, it cannot be withdrawn.

The District requests that employees give at least two weeks' written notice before the effective date of resignation. Unless requested sooner, final checks will be ready on the next regular payday after the day of termination (to include all accrued benefits payable by the District). It is requested that management and administrative personnel give at least one month written notice before the effective date of resignation.

5.3 LAYOFFS

5.3.1 Statement of Intent:

Whenever, in the judgment of the Board of Directors, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

5.3.2 Notification:

Employees to be laid off shall be given, whenever possible, at least fourteen (14) calendar days prior notice.

5.3.3 Order of Layoff:

The order of layoff among positions in the same class within a department shall be: seasonal and/or temporary workers first; then employees serving a probationary period; then all other employees.

In deciding which persons shall be laid off, job-related factors such as an employee's job knowledge, skill and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the reduction in force; attendance, safety and disciplinary records; work performance with the District; and efficiency of operations will be considered. When two employees are equally qualified under these factors, the employee with the most seniority from the employee's hire date shall be retained.

6.0 DISCIPLINARY ACTIONS

6.1 ATTENDANCE

Absence from work means more work for fellow employees. In case of illness or emergency, the employee's immediate supervisor or the Administrative Secretary General Manager's designee must be notified.

Excessive absence, abuse of leave or tardiness may be cause for disciplinary action, up to and including discharge from employment. Any unauthorized absence may be cause for disciplinary action up to and including discharge. Unauthorized absences are absences from work without notice or permission.

6.2 DISCIPLINARY ACTIONS

Disciplinary action may be taken against a regular any District employee ~~for cause.~~ The extent of the disciplinary action taken shall be commensurate with the offense and the prior employment history of the employee. ~~Cause may include violations of grounds set forth in Section 6.3 or any rules and/or regulations of the District.~~

6.3 GROUNDS FOR DISCIPLINARY ACTION

Each of the following constitutes cause for disciplinary action by the District. The following list is not meant to be exclusive, and disciplinary action may be based on grounds ~~or causes~~ other than those enumerated, provided that the acts, errors or omissions of the employee are related to the employee's job or to the welfare or efficiency of the District.

- a. Falsification, misstatement, or concealment of facts in connection with employment, promotion, any record, investigation, or other proper proceeding.
- b. Incompetency, i.e. inability to comply with the minimum standard of an employee's position.
- c. Inefficiency or failure to fulfill work standards or requirements.
- d. Neglect of duty.

- e. Willful disobedience and insubordination.
- f. Dishonesty.
- g. Being on duty or subject to being called to duty while under the influence of alcohol, or illegal drugs or narcotics in violation of District's Alcohol and Drug Abuse Policy.
- h. Inexcusable absence without leave.
- i. Conviction of a felony or conviction of a misdemeanor. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- j. Discourteous, disrespectful or undignified treatment of the public or other employees.
- k. Improper or unauthorized use of District property or supplies.
- l. Breach of any of the provisions of any rule, regulations or policies which may be prescribed by the District.
- m. Causing damage to property or waste of public supplies.
- n. Willful or chronic violation of any District rule, procedure or policy affecting the safety of persons or property.
- o. Using official position or office for personal gain or advantage.
- p. Unauthorized disclosure of confidential information.
- q. Failure to maintain a necessary job requirement, such as a license.
- r. Violation of the District's harassment or nondiscrimination policy.
- s. Any willful act or conduct taken in bad faith either during or outside of duty hours, which is of such a nature that it causes discredit or harm to the, efficiency or welfare of the District or the employees' department or division.
- t. Excessive absenteeism.
- u. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
- v. Refusal to subscribe to any oath or affirmation which is required by law in connection with agency employment.
- w. Violation of the rules and regulations published in any department.

- x. Outside employment not specifically authorized by the appointing authority.
- y. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
- z. Working overtime without authorization.
- aa. Possession of weapons on District property.
- bb. Making false or malicious statements concerning any employee, the District or the District's policies or practices.

6.4 TYPES OF DISCIPLINARY ACTION

The following are illustrations of types of disciplinary action which the District may, in its discretion, impose. The District's imposition of discipline need not follow any particular progression or order. Nor are the illustrations of disciplinary actions which may be imposed, as set forth below, intended to require that the District impose the least serious form of discipline initially. Rather, the District may impose such discipline as it, within its sole and exclusive discretion, deems appropriate under the circumstances.

6.4.1 Counseling

Any informal discussion with an employee designed to assist the employee to fully develop their skills and abilities. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems.

6.4.2 Verbal Reprimand

A verbal notification that the employee's performance or behavior must improve. The employee should be told of the consequences if no significant improvement results from this discussion.

A written memo will be made of this discussion briefly indicating the matter discussed, the employee's response, and the result of the discussion. It will be dated, signed by both parties and kept by the supervisor giving the oral warning. Included in the note will be any comment made to the employee that failure to improve job performance may result in the use of future disciplinary action. In the discretion of the supervisor, the memo may, after notice to the employee, be placed in the employee's personnel file.

6.4.3 Written Reprimand

A formal notice to an employee that further disciplinary action will be taken unless his/her behavior or performance improves.

Written reprimands will be in the form of a "Warning Notice", with a copy for the supervisor, General Manager and employee. The form must be signed by the employee, noting his/her receipt of the disciplinary action. The Warning Notice shall also contain a statement to the effect that either failure to improve job performance or a repeat

of this violation may mean the use of more serious disciplinary actions. Copies of the written reprimand are filed in the employee's personnel file.

6.4.4 Suspension

Except as noted, suspended employees are temporarily suspended from District service without pay. Suspension is to be used where an employee's conduct so warrants such an action. A flagrant violation, repeated violation, or continued lack of improvement in job performance are examples of reasons for using this type of disciplinary action. Exempt employees shall not be subject to unpaid disciplinary suspension, except in cases of major safety violations or in one work week increments.

6.4.5 Reduction In Pay

Reduction in pay shall be a decrease in salary paid to an employee for a fixed period of time for disciplinary purposes. FLSA-exempt employees are not subject to a reduction in pay.

6.4.6 Demotion

The involuntary placement of the employee in a lower paying classification or pay step.

6.4.7 Discharge

The disciplinary action of discharge is reserved for either serious offenses or the final step after seeking improvement in an employee's conduct or job performance.

~~6.5 — PROCEDURES FOR TAKING DISCIPLINARY ACTION~~

~~— 6.5 PROCEDURES~~

Disciplinary action of the level of suspension or greater shall be taken in compliance with the following procedures. This Section shall not apply to any employee who has not yet successfully completed his/her probationary period.

6.5.1 Notice of Intent

Suspension of an employee for 1 – 3 days may be imposed without issuing the employee a Notice of Intent. Whenever the appropriate authority intends to suspend an employee for more than three (3) days, demote the employee, reduce the employee in pay or dismiss the employee, the appropriate authority shall give the employee a written notice of intent to discipline which sets forth the following:

- a. The disciplinary action intended;
- b. The specific charges upon which the action is based;
- c. A summary of the facts upon which the charges are based;

- d. A copy of all written materials, reports, or documents upon which the discipline is based;
- e. Notice of the employee's right to respond to the charges either orally or in writing to the appropriate authority;
- f. The date, time and person before whom the employee may respond in no less than five (5) working days;
- g. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

6.5.2 Response by Employee

The employee shall have the right to respond to the appropriate authority orally or in writing within five (5) working days after the employee receives a copy of the notice of intent to discipline. The employee shall have a right to be represented at any meeting set by the District to hear the employee's response. In cases of suspensions greater than three days, demotions, reductions in pay or dismissal, the employee's response will be considered before final action is taken.

6.5.3 Final Notice

After the consideration of the employee's response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- a. The disciplinary action taken;
- b. The effective date of the disciplinary action taken
- c. Specific charges upon which the action is based;
- d. A summary of the facts upon which the charges are based;
- e. The written materials, reports and documents upon which the disciplinary action is based
- f. An explanation of appeal procedures.

6.6 APPEALS HEARING PROCEDURE

This appeal procedure applies only to cases of disciplinary suspensions, reductions in pay, demotions and dismissals affecting regular employees. This Section shall only apply to employees who have successfully completed her/her probationary period.

6.6.1 Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion or dismissal, the employee or the employee's representative may file an appeal in writing to the General Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the disciplinary action shall be considered final. The appeal shall include the following:

- a. An admission or denial of each charge with an explanation why the charge is admitted or denied.
- b. A statement of any affirmative defenses.
- c. A statement that the employee disagrees with the penalty with an explanation of why the employee disagrees.
- d. The employee's current address.
- e. A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

6.6.2 Scheduling of Hearing

Upon receipt of the request for an appeal, the ~~General Manager District~~ shall schedule a hearing before the ~~designated Hearing Officer. General Manager or his/her designee~~. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

6.6.3 Closed Hearing

All hearings shall be private; provided, however, that the employee may request a hearing open to the public. Any request for an open hearing must be submitted five (5) working days prior to the hearing date or the hearing will be closed.

6.6.4 Appointment of General Manager As Hearing Officer

The General Manager ~~may appoint a~~, or his/her designee, will serve as the Hearing Officer ~~not currently employed by the District to conduct a~~ preside over any disciplinary appeal hearing.

6.6.5 Subpoenas

~~The Hearing Officer~~ The General Manager, or his/her designee, is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued only at the discretion of the ~~Hearing Officer~~ General Manager, or his/her designee, upon a showing of good cause.

6.6.6 Conduct at Hearing

The hearing need not be conducted in accordance with the technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objections in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the ~~Hearing Officer~~General Manager, or his/her designee, shall not be invalidated by any informality in the proceeding.

~~The Hearing Officer~~, The General Manager, or his/her designee, shall rule on the admission or exclusion of evidence.

6.6.7 Right to Representation

Each party shall have these rights: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined under cross-examination.

6.6.8 Administration of Oath

Oral evidence shall be taken only on oath or affirmation.

6.6.9 Order of Proceeding

The hearing shall proceed in the following order unless the Hearing Officer otherwise directs:

- a. The party imposing discipline shall be permitted to make an opening statement.
- b. The appealing party shall be permitted to make an opening statement or reserve an opening statement until presentation of their case.
- c. The party imposing disciplinary action shall produce the evidence on his/her part.
- d. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof.
- e. The parties may then, in order, respectively offer rebutting evidence only, unless the ~~Hearing Officer~~General Manager, or his/her designee, for good reason, permits them to offer evidence upon their original case.
- f. Closing arguments shall be permitted in the discretion of the ~~Hearing Officer~~The Hearing OfficerGeneral Manager, or his/her designee., The General

| Manager, or his/her designee, may request or allow the submission of written briefs.

- g. In a disciplinary appeal, the District has the burden of proof by preponderance of the evidence.

6.6.10 Preponderance of Evidence

| ~~The Hearing Officer~~ The General Manager, or his/her designee, shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his/her findings on the preponderance of evidence.

6.6.11 Exclusion of Witnesses

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

6.6.12 Exclusion of Visual Recordings

No still photographs, moving pictures, video, digital, television or other pictures shall be taken in the hearing chamber during a hearing without the consent of all parties and the ~~Hearing Officer, General Manager, or his/her designee~~. Any person may record the audio portion of the hearing.

6.6.13 Continuances

~~The Hearing Officer, The General Manager, or his/her designee~~, prior to or during a hearing, may grant a continuance for good cause.

6.6.14 ~~Hearing Officer's Recommended~~General Manager's Decision

~~The Hearing Officer may recommend the sustaining, or rejecting of any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. If the Hearing Officer recommends reinstatement of a terminated employee, and that recommendation is adopted by the General Manager, the employee is only entitled to back pay as set forth in the decision. At a maximum this shall be pay during the period of absence minus the sum the employee has earned during the period of absence.~~

~~The Hearing Officer's recommendations (and findings, if applicable)~~ The General Manager, or his/her designee's, decision shall be final and binding upon the parties.

The General Manager, or his/her designee's decision shall be made in writing as soon after conclusion of the hearing as reasonably possible, not to exceed thirty (30) calendar days, unless otherwise stipulated by the parties.

~~The decision of the Hearing Officer is advisory to the General Manager. The proposed decision shall be filed with the charged employee, the employee's department head and the General Manager, and shall set forth all findings and conclusions.~~

6.6.15 Objections to Recommended Decision

~~Either the employee or the department may file a written appeal to the findings and recommended decision to the General Manager within ten (10) working days of their decision by filing exceptions thereto with the Manager of Finance and Administration.~~

~~The party desiring to contest the recommended decision of the Hearing Officer may request a transcript for review by the General Manager within ten (10) working days of the Hearing Officer's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.~~

~~6.6.16~~ Final Action by General Manager

~~The General Manager shall review the decision of the Hearing Officer and any exceptions filed. The General Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the General Manager shall be final. The decision shall be transmitted to the employee appealing disciplinary action. The decision shall be mailed to the employee with a proof of service by mail that shows the date of service.~~

~~6.6.17~~ 6.6.15 Judicial Review

Judicial review of any decision of the General Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.

Pursuant to Code of Civil Procedure 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the General Manager gives written notice to the employee appealing disciplinary action of the final decision.

7.0 PERFORMANCE EVALUATIONS

7.1 EVALUATIONS

7.1.1 Performance Evaluation

The General Manager or designee shall provide a method of reporting of individual employee performance which relates to quantity and quality of work, ability, reliability, attendance, and other factors. The General Manager or designee shall prescribe forms for such performance evaluations and shall be responsible for assuring that such evaluations are adequate to provide information to both the employee and the District for the purposes set forth in this section. An employee must have an overall evaluation grade of satisfactory in order to be eligible for a merit salary increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion, or dismissal.

7.1.2 Performance Reports

Department heads shall periodically rate the performance of each employee; provided, however, that the department heads may delegate the responsibility for rating the performance of specified employees in their departments to that employee's supervisor. Interim reports may be completed as necessary. Each employee shall be informed in such reports of his or her strengths and weaknesses. Each performance report shall be discussed with the employee. The employee shall sign the report to acknowledge its contents. Such signature shall not necessarily mean he or she fully endorses the contents of said report. The performance reports shall not be subject to any grievance procedure.

District employees are evaluated on at least an annual basis by their immediate supervisor. These evaluations become a permanent part of the employee's personnel file and are used as a factor in judging qualifications for promotions, demotions, wage and merit increases.

8.0 LEAVES OF ABSENCE

8.1 UNPAID LEAVE OF ABSENCE

All full-time employees who have been employed over 180 days may, at the discretion of District management, be granted an unpaid leave of absence, provided there are good and sufficient reasons. A request for a leave of absence may not exceed 30 days in any one (1) year period of time. Authorization is necessary to cover absence for any reason (other than paid vacation) in excess of five (5) working days. This is not to be construed as relieving the employee of reporting his/her absence immediately.

The District does not pay an employee's group health premiums during a leave of absence. Employees wishing to maintain their insurance coverage during a leave of absence must prepay health insurance premiums on a monthly basis, if they elect to continue insurance coverage under the Medical Continuation and Conversion Rights of the District's health benefit plan.

Benefit credit will not be accrued toward vacation and sick leave for the duration of the leave. An employee returning from a leave of absence during the course of a calendar year will receive only a prorated portion of sick leave and vacation benefits for the duration of that year.

~~Return to work from a leave of absence is contingent upon an available opening at that time and should be verified with the District before reporting back to work.~~

~~Employees returning from leave will be reinstated to the same or comparable position, unless irrespective of their leave, the employee's employment would have ceased, or their hours would have been reduced.~~

Any employee who fails to report for work at the end of an approved leave shall be deemed to have voluntarily resigned. Any employee who does not return to his/her job is ineligible for continued insurance coverage under the District's health benefit plan.

8.2 MILITARY LEAVE OF ABSENCE

Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the District, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the District may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

8.3 PERSONAL LEAVE

All employees are allowed one three-hour personal leave period each year. All leave and vacation requests are subject to the approval of District's General Manager.

8.4 BEREAVEMENT LEAVE

Employees will be granted up to five (5) days per year for "bereavement leave" in addition to sick leave. Bereavement leave is to be granted for death in the immediate family only as follows: spouse, domestic partner, children, parents, ~~brothers~~siblings,

grandparents, grandchildren, and sisters, and parent-in-laws. —Employees taking bereavement leave under this Policy shall be paid at the employee's regular rate of pay. Employees may be required to provide documentation of the death of a family member within 30 days of the first day of the leave. Bereavement leave must be completed within 3 months of the date of death, however, the leave need not be taken consecutively.

8.5 PREGNANCY DISABILITY LEAVE

A pregnantAn employee shall be who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to a leave of absence without pay for up to the number of hours she would normally work within four (4) months so long as the employee's attending physician certifies that she is physically unable to work due to pregnancy, childbirth or a related medical condition. (i.e., 17.33 weeks). During said leave of absence without pay, the employee has the option of using accumulated sick leave, compensatory time and/or vacation credits. Such leave is in addition to any family care or medical leave to which the employee may be entitled under the California FEHA (as described below in this handbook). Pregnancy disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically advisable.

8.5.1 Notice & Certification Requirements

Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specified date of return, and be submitted to the General Manager.

The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and (3) the estimated duration or end date of the leave

8.5.2 Benefits While on Leave

a. Group Health Insurance. An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The District may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the FMLA.

b. Sick and Vacation Leaves. Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.

8.5.3 Reinstatement

Upon expiration of the approved leave, the employee shall be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. The comparable position is one having similar terms of pay, location, job content and promotional opportunities

—Prior to the employee being reinstated, the District may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

Failure to return to work after the authorized four month leave period causes the employee to have no reinstatement rights. An employee who plans to take such a leave should give reasonable notice of the date the leave shall commence and the estimated duration of the leave.

Female employees shall be reasonably accommodated for conditions related to pregnancy, childbirth, or related medical conditions if the employee requests an accommodation with the advice of her healthcare provider.

8.6 ADMINISTRATIVE LEAVE

The District shall have the right to place an employee on leave at any time with full pay. for non-disciplinary reasons at any time when the General Manager has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

8.7 REPRODUCTIVE LOSS LEAVE

The District provides eligible employees who have been employed at least thirty (30) calendar days with Reproductive Loss Leave, as set forth in this Policy.

Reproductive Loss Leave is available for a "Reproductive Loss Event", which means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

The following definitions apply regarding a Reproductive Loss Event:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.

- “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave may be taken for up to five (5) days per Reproductive Loss Event.

The leave is not required to be taken consecutively, but must be completed within three (3) months of the Reproductive Loss Event, with the exception that if an employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the District will provide up to twenty (20) days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation, as applicable.

The District will maintain confidentiality of any employee requesting Reproductive Loss Leave and the District will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

8.8 JURY DUTY / COURT-ORDERED LEAVE

Any employee, including a temporary, seasonal, or part-time employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor as soon as possible. Employees who require leave to serve on a jury will be provided their full pay for their absence. Leave for all other reasons under this provision will be unpaid. Any employee who is released from jury service prior to the end of their scheduled work hours must report to work unless otherwise authorized by their supervisor.

8.9 FAMILY CARE, MEDICAL, AND MILITARY EXIGENCY LEAVE

The District provides eligible employees with family care, medical, and military exigency leave in accordance with the California Family Rights Act (“CFRA”). Employees should direct any questions to the General Manager.

8.9.1 Eligibility

To be eligible for family care, medical, and military exigency leave, an employee must (1) have worked for the District for at least 12 months before the date on which the

leave is to commence, and (2) have worked at least 1,250 hours in the 12-month period leading up to the date on which the leave commences.

8.9.2 Qualifying Reasons for CFRA Leave

Leave under CFRA may be requested for up to a total of 12 workweeks in a 12-month period for the following purposes:

a. “Family care and medical leave”—

- for the birth or adoption of an employee’s child or the child of the employee’s domestic partner, or the placement of a foster child with the employee or the employee’s domestic partner;
- for the employee’s own serious health condition;
- to care for a family member with a serious health condition who is the employee’s child (of any age), parent, grandparent, grandchild, sibling, spouse, or domestic partner, parent, parent-in-law (parent of spouse or domestic partner), or who is the child of the employee’s [registered] domestic partner (“covered family member”); or
- to care for an employee’s designated person, meaning an individual related by blood or whose association is the equivalent of a family member; or

b. “Military exigency leave”—

- because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the U.S. Armed Forces.

Medical leave for an employee’s own serious health condition means that the employee is unable to work at all or is unable to perform any one or more of the essential functions of the position of that employee, but excludes leave taken due to the employee’s pregnancy—related disabilities covered under the FEHA (see Pregnancy Disability Leave policy in Section 8.5 above)

8.9.3 Leave’s Effect on Pay

Except to the extent that other paid time off/paid leave is substituted during a CFRA leave, such leave is unpaid. Employees may utilize accrued paid time off during any unpaid period of such leave.

An employee who is otherwise entitled to short-term or long-term disability leave benefits under the District’s plan may use such benefits for the period of unpaid CFRA leave taken for the employee’s own serious health condition, subject to and as determined by the terms and conditions of such plan and employee’s compliance with this leave policy. Use of such paid disability benefits runs concurrently with the CFRA leave.

Employees may be eligible for insurance benefit payments under the California State Disability Insurance (“SDI”) program, administered by an agency called the Employment Development Department (“EDD”). These wage replacement payments are funded by mandatory “SDI” taxes deducted from each employee’s pay, and transmitted by the District to the EDD, which deposits them into a state fund in each employee’s name. See <https://edd.ca.gov/Disability/> for more information.

Importantly, state benefit payments under the SDI system do not entitle employees to a leave of absence or to job security. They are monetary payments. Employees separately must be entitled to a leave of absence from work.

8.9.4 Leave's Effect on Benefits

During CFRA Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave but not to exceed 12 weeks over the course of a 12-month period, commencing on the date that the leave began, at the level and under the conditions that would have been applicable if the employee had not taken CFRA leave. Thus, the employee must continue to pay the employee's share of any group health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District to ensure payment of such premiums.

If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, the employee also will be required to pay the regular contributions for those benefits while on leave.

8.9.5 Procedure

Employees who would like to request leave under CFRA must (1) notify the District of their request for such leave, and (2) provide a sufficient, complete health care certification form on a timely basis if the leave is for either an employee's own serious health condition, or the serious health condition of a covered family member or designated person. Please see the General Manager for more information about the request process.

Once the District has sufficient information from the employee to determine if the leave qualifies under CFRA, and on the basis of such information, the District will (1) designate the requested leave of absence as CFRA-qualifying, or not CFRA-qualifying, and (2) notify the employee of such designation, including the extent of CFRA leave (in weeks/days) is available to the employee. In the event CFRA leave is granted, employees should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law. (The District will remind employees of this reinstatement guarantee when CFRA leave is granted.)

If an employee takes leave because of the employee's own serious health condition or to care for a family member or designated person, the employee must keep the District periodically informed of the status of the leave and employee's intention to return to work. In addition, employees must give notice as soon as practicable (within two business days if feasible) if the leave start and end dates change or are extended, or if they initially were not known but then became clear.

Eligible employees who take CFRA leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

8.10 TEMPORARY DISABILITY LEAVE

In addition to any legally-mandated leave to which an employee may be entitled, the District will make every effort to reasonably accommodate your need for an unpaid leave of absence in the event of a disability, as long as it will not pose an undue hardship for the District. Employees that require a disability leave, shall make a written request to the General Manager.

Employees must notify the General Manager of their intent to resume work at least one week prior to their expected return date. Before returning to work after a disability leave of absence, the employee must provide the District with a written statement from their healthcare provider, stating their ability to return to their regular duties and any restrictions they may have.

Although the District cannot guarantee that their job will be held open until an employee returns from a disability leave, it will make every effort to return employees to the same or a similar job position. If no job opening exists for which the employee is qualified, the employee will be separated from employment.

While on a disability leave, employees may not accept other employment involving the same duties or activities as their position with District. If they do so, or if the employee fails to return to work at the end of their disability leave, the District will assume they have voluntarily resigned your position with the District.

9. GRIEVANCES

9.1 GRIEVANCE PROCEDURE

9.1.1 Definition

“Grievance” shall be defined as a written allegation by an employee submitted as herein specified claiming violation(s) of the specific express terms of the Personnel Manual, or Departmental Rules and Regulations for which there is no specific method of review, provided by District law.

A grievant is an employee or group of employees adversely affected by an act or omission of the employer.

9.1.2 Exclusions

- a. The procedure is not to be used for the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
- b. The procedure is not to be used to challenge the content of employee evaluations or performance reviews.
- c. The procedure is not to be used to challenge the decision to reclassify, layoff, deny reinstatement, or deny a step or merit increase to an employee.
- d. The procedure is not to be used in cases of oral reprimand, written reprimand, reduction in pay, demotion, suspensions, or termination.

- e. This procedure is not to be used to challenge violation of law or past practice.
- f. This procedure is not to be used to challenge examinations or appointment to positions.

9.1.3 Rights of Representation

The grievant may be represented by an attorney or one representative from the agency staff. If the representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the Personnel Office whether he or she will be represented at the grievance meeting and identify the representative.

9.1.4 The Grievance Steps

The grievance procedure consists of the following steps:

STEP ONE: An employee must attempt first to resolve a grievance through discussion with his/her immediate supervisor without undue delay on an informal basis within five (5) working days of the incident. The supervisor shall respond within three (3) working days. In no case, may more than five (5) working days elapse from the date of the alleged incident or action giving rise to the grievance and the employee's discussion with the supervisor at Step One or the grievance shall be barred and waived.

STEP TWO: Department Head Response: If the grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within ten (10) working days from the date of the incident giving rise to the grievance, present the grievance in writing to his/her department head. Failure of an employee to take this action will constitute termination of the grievance by the employee. The department head shall further review and discuss the grievance with the employee and shall render his/her decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

STEP THREE: If the grievance is not resolved in Step Two, or if no answer has been received within the time limits established in Step Two, the employee may, within ten (10) working days, present the grievance in writing to the General Manager. Failure of the employee to take this action will constitute termination of the grievance by the employee.

Within ten (10) calendar days of having received the grievance, the General Manager, or his/her designee, shall set a meeting with the employee, the employee's designated representative and such other personnel as the General Manager or his/her designee deems appropriate, to consider the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, the General Manager or his/her designee shall advise the employee, in

writing, within ten (10) working days, as to the position on the grievance. The decision of the General Manager or his/her designee shall be final.

The time limits set forth in steps one through three shall be strictly construed. If the grievance is not appealed to the next level within the specified time limit, or any agreed upon date specified in a written agreement, the grievance shall be considered withdrawn and will not be processed further. If the District fails to process the grievance in a timely manner, the grievance will go to the next step.

9.1.5 Specifics Of The Grievance

In filing a grievance, the employee should set forth the following information:

- g. The specific section of the Personnel Rule(s) allegedly violated, misinterpreted or misapplied.
- h. The specific act or omission which gave rise to this alleged violation, misinterpretation or misapplication.
- i. The date or dates on which the violation, misinterpretation or misapplication occurred.
- j. What documents, witnesses or other evidence support your position.
- k. The remedy requested.

10.0 MISCELLANEOUS PROCEDURES

10.1 MEDICAL EXAMINATION

The General Manager or designee may require a medical examination during employment or prior to employment provided a conditional offer of employment has been made and all entering employees in the same job category are required to take the examination. An examination may be required in order to determine the medical fitness of an employee or prospective employee to perform the essential functions of his/her job and where the examination is job related and consistent with business necessity. The cost of such medical examination will be borne by the District. All examinations shall be conducted by a duly licensed physician, psychologist or testing service approved by the General Manager, or designee.

10.2 ~~PERSONAL APPEARANCE~~

- ~~a. All employees must be neatly and appropriately dressed at all times.~~
- ~~b. Hair must be neat and clean.~~
- ~~c. Maintenance workers receive an annual allowance of four uniforms.~~

10.3 CONDUCT AND ETHICS

Employees are to conduct themselves in a manner which brings credit to the District at all times.

10.43 TRAINING & CONFERENCES

Safety training programs, conferences, meetings, seminars and on-the-job training are conducted from time to time to enhance safety and maintain proficiency in District operations.

Employees wishing to attend such functions must obtain approval from the General Manager. If the employee desires the District to reimburse the cost of the training or conference, it must be related to the employee's work for the District and should be beneficial to the District as well as the employee. The District will not reimburse non work-related expenses, such as entertainment, alcoholic beverages, or normal personal needs. When an employee attends an approved training session or conference, allowable transportation and per diem will be provided and the employee's time will be counted as hours worked.

10.54 TUITION REIMBURSEMENT FOR CONTINUING EDUCATION

The District may reimburse an employee for cost and expense of tuition for continuing educational programs which relate to the employee's employment with the District and are beneficial to the District as well as the employee. Continuing Education programs are subject to approval by the General Manager and the Board of Directors, provided the employee maintains an overall grade point average of 2.5 or better in each course taken. For determination of grade point average, 4.0 is the highest possible average.

10.65 TELEPHONE CALLS

District telephones are to be used only for District business except in case of emergency.

~~10.7~~ PERMISSION TO LEAVE ~~6~~ DEPARTURE NOTIFICATION

All employees are ~~required~~asked to notify the appropriate supervisor when leaving their working area during working hours, including breaks.

10.87 SOLICITATION

In order to prevent disruption in the operation of the District, interference with tenants and inconvenience to businesses on District premises, the following rules will apply to solicitation and distribution of non-District literature on airport property: Employees may not solicit funds or distribute literature for any purpose during working hours or in working areas. Working hours include the working time of employees doing the solicitation or distribution and the employee to whom it is directed. Solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on District property at any time.

10.98 VENDING OR CANVASSING

Selling articles, goods or services of any kind for profit by employees is not permitted during working hours or in working areas. Working hours include the working time of the employee doing the selling and the employee to whom it is directed.

10.109 REST BREAKS

Each employee shall be entitled to one 15-minute rest break each morning and each afternoon.

10.110 SAFETY

Employees are required to know all safety policies of the District. The following are employee guidelines concerning good safety practices:

- a. Learn the right way to do your job.
- b. Work at a safe speed. Trying to beat the clock is dangerous.
- c. Keep your work area in order.
- d. Obey all warning tags and signs.
- e. Report to your supervisor any unsafe conditions or defective equipment.
- f. Store waste and flammable materials in proper receptacles.
- g. Clean up spills. If you are the closest available person, you are responsible.
- h. Keep corridors and exits clear. Do not obstruct fire extinguishers.
- i. When lifting, bend your knees and keep your back straight.
- j. Obey all smoking regulations.
- k. Make any suggestions that will assist in the safe performance of work.

10.11 ACCIDENTS AND INCIDENTS

If you are injured at work, report the accident immediately to your supervisor, who will arrange treatment, if necessary. An injury report must be completed and given to the General Manager within 24 hours. All employees are covered by Worker's Compensation Insurance.

10.12 COMMUNICATION

Bulletin boards are located in the District offices and shop. These boards are maintained to provide you with current information. Consult them for information about policies, announcements, etc. All materials for posting must be approved by the General Manager.

10.13 "WRITE IT – DON'T SAY IT"

All requests for vacation days, appropriate holidays, or leave of absence should be written on the proper form in a timely manner and given to your immediate supervisor. Any suggestions for improvement and/or change should also be in writing.

~~10.14 JURY DUTY~~

~~Report any notice for jury duty to your supervisor. If you are selected to serve, the District will pay your full day's pay for each day you serve.~~

~~10.15~~10.14 LOST AND FOUND

All items found should be turned in to the District office. Articles may be claimed following proper identification by the owner.

~~10.16~~10.15 CONFLICT

In the event of any conflict between any provision of this Personnel Manual and the ~~District's~~District's Administrative Code or any prior rules, regulations or policies, the provisions of this Personnel Manual shall prevail.

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10.16 TELEWORK AND REIMBURSEMENT POLICY

The following constitutes the Telework Policy (Policy”) for Santa Maria Public Airport District (the “District”).

10.16.1 Purpose

The purpose of the policy is to allow certain employees, subject to their execution of a Teleworking Agreement, to Telework from an Alternative Worksite for some or all of their regularly scheduled work hours and to ensure that, for the duration of such Telework, employees perform their job duties, and in so doing provide quality work in a timely manner, and to the benefit of the public.

10.16.2 Definitions

“Alternative Worksite” means the employee’s home, place of residence or from another location approved by the District other than the employee’s normal workplace at a District worksite or facility.

“Telework(ing)” means a work arrangement under which an employee works from their home, place of residence or from another location other than the employees’ normal workplace at a District worksite or facility (“Alternative Worksite”) for all or a portion of their regularly scheduled work hours.

“Work Schedule” means the days and hours determined by supervisors or managers during which non-exempt, overtime eligible employees should be in attendance at the Alternative Worksite. The Work Schedule shall provide for and include the rest and meal breaks required under applicable federal and state law as well as under contract.

10.16.3 Scope of Policy

This policy covers Teleworking voluntarily requested by a District employee and provided by the District, subject to certain conditions and requirements.

10.16.4 Voluntary Teleworking Arrangements

The District may allow Teleworking for certain eligible employees who request to Telework.

a. Eligibility Criteria

The General Manager, or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy.

The General Manager, or their designee, may make such determination using criteria including, but not limited to, the following:

- The employee's adherence to the District's policies regarding teleworking and the requisite 24-hour written request to telework expressly stating the date(s) on which the employee seeks to telework.
- The operational needs of the District;
- The disruption of or potential disruption to the District's function;
- The ability of the employee to perform their job duties (both essential and marginal) from an Alternative Worksite without diminishing the quantity or quality of the work performed;
- The degree to which the employee's job functions require face-to-face interaction with other District employees and/or members of the public;
- The employee's job performance, as determined by their last performance review;
- The employee's length of service with the District;
- The portability of the employee's work, including the employee's ability to remotely access tools, equipment, and materials necessary to perform their job functions;
- The availability of or ability to create a functional, reliable, healthy, safe, and secure Alternate Worksite for the employee at a reasonable cost;
- The risk factors associated with performing the employee's job duties from a location other than the employee's normal workplace at the District;
- The District's capacity to monitor and measure the employee's work performance at the Alternate Worksite;
- The employee's supervisory responsibilities;
- The employee's need for supervision; and
- Other considerations deemed necessary and appropriate by the District, including tax and other legal implications of teleworking.

b. Process for an Employee to Request to Telework

To make a request for a Teleworking arrangement, employees must complete a Voluntary Telework Request Form and file the completed request form with their supervisor or manager.

The employee's supervisor or manager will provide the request form to the General Manager, or their designee, and will discuss the employee's request with the General Manager, or their designee.

In consultation with or based on information provided by the employee's supervisor or manager, the General Manager, or their designee, will make a determination regarding the employee's request to telework.

The General Manager will consider Teleworking requests on a case-by-case basis consistent with the criteria above and other factors relevant to the employee's request to telework.

c. Final Determination; No Right to Appeal

The decision of the General Manager regarding an employee's Teleworking request is final and binding. Neither the employee nor the employee's employee organization has any right to appeal or grieve the decision.

d. Approval of Requests; Voluntary Telework Agreement

An eligible and qualified employee who has requested and been granted the opportunity to Telework, must execute a Voluntary Teleworking Agreement ("Agreement") prior to and as a precondition to the employee teleworking.

The Agreement shall provide the mutual understanding of the employee, the employee's supervisor or manager, and the General Manager concerning the teleworking arrangement.

10.16.5 Mandatory Teleworking Arrangements During Exigent Circumstances

Where an exigent circumstance exists, the District may direct District employees to remain at their homes or places of residence and the District adopt and implement a short-term teleworking arrangement for such employees in order to provide for the continuity of essential services provided by the District.

Exigent circumstances means a situation in which there is an imminent threat of extreme peril to life, property and resources. Exigent circumstances may include, but are not limited to, war, public health emergencies, power failures, natural and man-made disasters, and other states of emergency.

Where such an exigency exists and necessitates the adoption and implementation of a short-term mandatory teleworking arrangement for District employees, the General Manager is expressly authorized to suspend some or all provisions of this policy and adopt and implement alternative provisions necessary to provide for the continuity of essential services.

10.16.6 Duties, Obligations and Responsibilities for Teleworking Employees

Teleworking employees must adhere to the provisions set forth in these policies, including, but not limited to the following:

- a. All of the teleworking employee's existing duties, obligations, responsibilities and conditions of employment remain unchanged. Teleworking employees shall abide by all District policies and procedures, rules and regulations.
- b. All of the Teleworking employee's existing supervisory relationships, lines of authority and supervisory practices remain in effect.
- c. Teleworking employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and members of the public.
- d. Teleworking employees are required to be accessible in the same manner as if they are working at the District during the established teleworking Work Schedule, regardless of the designated location for teleworking, or Alternate Worksite. Teleworking employees must be accessible via telephone, email, and/or network access to the General Manager, their supervisor, and other District employees while Teleworking, as if working at their District. Teleworking employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.

10.16.7 Miscellaneous

- a. Teleworking employees must notify the General Manager promptly when unable to perform work assignments because of equipment failure or any other unforeseen circumstances.
- b. Teleworking employees must have access to an Alternate Worksite that is quiet and free of distractions and which has reliable and secure power, internet and/or wireless access.
- c. Teleworking employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at the District.
- d. Teleworking employees must ensure dependent care will not interfere with work responsibilities.

10.16.8 Work Schedule, Overtime, Leave, Benefits

When teleworking, employees shall continue to abide by their work schedules as if they were working in-person at the District, which includes abiding by the District's policies and procedures for breaks, overtime, requests of sick, vacation, and other leaves of absence. Any deviation from the employee's work schedule shall be approved in advance, in writing, by the General Manager.

- a. For non-exempt employees, the District will either provide such employee: (1) a work schedule that will be included in the Agreement, and which will include meal and rest breaks ("Work Schedule"); or (2) authorization to work on an intermittent basis.
- b. For non-exempt employees assigned a Work Schedule, any deviation from the Work Schedule must be approved in advance, in writing, by the General Manager.
- c. Non-exempt employees may not Telework outside their normal work hours without prior written authorization from the General Manager. A non-exempt employee who fails to secure written authorization before Teleworking outside their normal work hours may face discipline in accordance with the District's policy for working unauthorized overtime.
- d. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, must take meal and rest breaks while Teleworking as required under applicable law and/or under applicable contract or District policy and procedures.
- e. For non-exempt employees assigned a Work Schedule, all periods of Teleworking employees' unavailability must be approved in advance by the General Manager in accordance with District policy and documented in writing. For non-exempt employees authorized to work intermittently, all periods of Teleworking employees' unavailability must be approved in advance by the General Manager.
- f. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to report in a timely manner all hours worked at the Alternate Worksite and make that record available to the General Manager upon request. Employees shall record all non-productive work time on their timesheet.
- g. Employees shall continue to abide by the District's policies and procedures for requests of sick, vacation and other leaves of absences. If an employee becomes ill while working under the Agreement, they shall notify the General Manager immediately and record on their timesheet any hours not worked due to illness and/or incapacitation.
- h. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to request to work overtime in advance of doing so and such requests must be pre-approved in writing by the General Manager.

- i. Teleworking employees' salary and benefits remain unchanged during the Teleworking arrangement.
- j. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Teleworking employees must report any such work-related injuries to the General Manager immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third-persons when said injuries occur at the Alternate Worksite.

10.16.9 Space and Equipment, Information Security, Confidentiality

- a. Teleworking employees will either receive approval to use personal computer equipment or will be provided with District-issued equipment at the discretion of the General Manager.
- b. If the General Manager provided any District-issued equipment, teleworking employees agree to follow the District's policy for the use of such equipment. Teleworking employees must report to the General Manager any loss, damage, or unauthorized access to District owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.
- c. Where, in response to a request to Telework, the General Manager allows an employee to Telework, the District shall not be responsible for Teleworking costs, including, but not limited to, the employee's use of their home or place of residence, their personal computer, utilities, internet, data, network costs, home maintenance, workspace furniture, ergonomic equipment, or any other incidental costs, unless expressly provided for in a written agreement.
- d. Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to the District desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.
- e. Teleworking employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies. Teleworking employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must return all records, documents, and correspondence to the District at the termination of the Agreement or upon request by the General Manager.

10.16.10 Conditions and Requirements for Reimbursement

In conjunction with the Teleworking policy, the purpose of this policy is to provide the conditions and requirements for reimbursements for certain expenses incurred by Teleworking employees.

a. Applicability of Policy to District Employees

This policy covers and applies to all Teleworking employees.

b. Teleworking Expenses Subject to Reimbursement

The District will reimburse covered Teleworking employees only for those expenses incurred which are necessary for the Teleworking employee to perform the job duties assigned to the Teleworking employee by the District from their home, place of residence, or location other than a District worksite as determined at the sole discretion of the District. Such expenses may include the following:

- i. Computer, if the employee does not have such a device and the District does not have such a device to lend to the employee;
 - ii. Computer monitor, if the employee does not have such a device and the District does not have such a device to lend to the employee;
 - iii. Keyboard and mouse, if the employee does not have such devices and the District does not have such a device to lend to the employee;
 - iv. Teleconferencing equipment (i.e., a video camera and microphone), if the employee does not have such a device and the District does not have such equipment to lend to the employee;
 - v. A desk and desk chair, if the employee does not have such furniture and the District does not have such furniture to lend to the employee;
 - vi. Internet; and
 - vii. Utilities
- c. Process for Requesting Reimbursement for Teleworking Expenses Not Covered Above

An employee that believes that other equipment, furniture or supplies are necessary in order for the employee to perform the job duties assigned by the District from their home, place of residence, or location other than a District worksite may request that the District provide reimbursement for such expense(s). In order to request reimbursement for an expense not enumerated above, the employee may file with their Supervisor or Manager, a Teleworking Expense Reimbursement Request form. An employee organization may file with the Accounting Department a Teleworking Expense Reimbursement Request form. The manager or supervisor will discuss the request with the General Manager who will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal or grievance.

d. Amount of Reimbursement for One-Time and Recurring Expenses

One-time and recurring expenses of covered Teleworking employees may be reimbursed by the District at amounts to be determined at the sole discretion of the General Manager.

e. Amount of Reimbursement for Covered Teleworking Employees Who Do Not Telework on a Full-Time Basis

For covered teleworking employees who are Teleworking on a part-time basis, the reimbursement amounts provided above will be provided on a pro rata basis to be determined at the sole discretion of the General Manager to reflect the amount of time that the employee is working from their home, place of residence, or location other than a District worksite.

f. Requirement that Employee Request Prior Approval for Reimbursable Expenses

If a covered Teleworking employee expects to incur an expense that is subject to reimbursement as identified in this policy, that employee is required to file with their manager or supervisor, a Teleworking Expense Reimbursement Request Form. The manager or supervisor will discuss the request with the General Manager who will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal.

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SANTA MARIA PUBLIC AIRPORT DISTRICT

PERSONNEL MANUAL

Gary T. Rice
General Manager

Adopted 01/27/05
Resolution 717

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**THIRD AMENDMENT OF CONSULTING SERVICE AGREEMENT
(PRELIMINARY, DESIGN, BIDDING, CONSTRUCTION, AND COMPLETION PHASE)
SERVICES FOR THE U.S. CUSTOMS BUILDING UPGRADES
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT**

RE: By this Service Agreement ("Agreement") dated April 11, 2024, by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California ("District") and TARTAGLIA ENGINEERING a sole proprietorship owned by John A. Smith, (herein called "Engineer"), District retains Engineer to perform certain engineering and design services.

The SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and TARTAGLIA ENGINEERING. ("Engineer"), agree to amend the Agreement effective retroactively to January 1, 2025, as follows:

1. SCOPE OF AGREEMENT. District hereby amends scope of Engineer to provide the services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Amendment No. 3 - Security". Engineer agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. COMPENSATION. The District shall amend the compensation to Consultant in the amount of \$59,150.00 for additional services listed in Exhibit "A" attached hereto. The total amount of the contract is \$208,150.00.

All of the terms, covenants, conditions, provisions and agreements of said Agreement, as amended, shall remain in full force and effect.

Dated: **July 10, 2025**

DISTRICT:

Approved as to content for
District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

Ignacio Moreno, President

Approved as to form for District

Steve Brown, Secretary

District Counsel

ENGINEER:

TARTAGLIA ENGINEERING

John A. Smith, P.E.
Principal

SCOPE OF PROJECT

Background:

During development of a US Customs Facility through the remodel of the former "Line Service Building" and based on input from USCBP very late in the construction process, it became apparent the overall scope of professional services and also construction contract services did not include the "Security" element. "Security" to USCBP consists of three main components:

- Access Control
- Intrusion Detection
- Video Surveillance

This Amendment No. 1 to the current professional services contract between the District and Tartaglia Engineering is intended to expand the Scope of Services within the Design, Bidding, and Construction Phases, as necessary to integrate the Security component into the overall project.

Scope of the Work:

The work of Security is to occur concurrent with the building remodel. The effort includes:

- A. Coordination with the general building contractor.
- B. Construction, and installation of video surveillance, physical access control and intrusion detection systems including but not limited to:
- C. Installation of all conduits, mounting and terminating boxes, panels, brackets, supports, covers, and boards.
- D. Installation of all cabling and splicing, blocks and breakers, power and communications links.
- E. Installation of all physical control and monitoring devices, sensors, readers, key-pads, data generating units, cameras, etc.
- F. Provide and install uninterrupted power supply (UPS) unit for systems.
- G. Perform start up initiation and testing efforts to confirm proper functionality of all systems and components, including all power and communications links to panels, and work-stations.
- H. Provide training to owner and US Customs tenant representatives.
- I. Provide O&M Manuals for all installed equipment.

The work of Security is to be complete within 45-calendar days after issuance of a Notice to Proceed. The cost of Security improvements, based on the bids received, is \$185,264.00.

SCOPE OF SERVICES

As an accelerated program / schedule in an attempt to keep the general contractor remodel suspension to a minimum, Tartaglia Engineering will provide and perform the following services to include, but not necessarily be limited to, the following:

1. Preliminary Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase, including insight and guidance to the District-retained architecture firm.
- B. Participate in scoping communications including conference calls with the District, CBP, and the architect to:
 - a. Gain an understanding of CBP Security standards, project goals, and specific revisions and facility upgrades expected at the Santa Maria Station related to Access Control, Intrusion Detection, and Video Surveillance.
 - b. Establish a best path forward for coordination by and between the existing general contractor working at the building, and a to-be-determined Security contractor.
- C. Review the USCBP design standards manual to gain a greater understanding of standard installation and operation requirements.

2. Design Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase, including insight and guidance to the District-retained architecture firm.
- B. Using a combination of existing building remodel plans and new plans and details, generate a set of Security construction drawings.
- C. Prepare specifications and contract documents for the Security project to include the following, at a minimum:
 - a. Notice Inviting Sealed Bids.
 - b. Bid Proposal.
 - c. Contract.
 - d. General Provisions.
 - e. Special Provisions.
 - f. Technical Specifications.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract.

- D. Prepare a Construction Cost Estimate for the anticipated work, reflective of the completed documents, prior to proceeding with the public bidding.
- E. Perform all final revisions to plans and specifications based on input and review by the District, and any other agency or entity that has an interest and has provided review comments to the documents, including the City of Santa Maria and CBP.

3. Bidding Phase

As soon and as quickly as possible and based on direction provided by the District, proceed with public bidding of the Security contract.

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase, including insight and guidance to the District-retained architecture firm.
- B. Prepare and provide the Notice Inviting Sealed Bids to the District for posting on the District website, to Public Purchase for posting on the bidding service website, and to the Santa Maria Times for publication in the local newspaper.
- C. Establish a project listing on the Public Purchase Web Portal. Provide documents for their distribution to interested contractors.
- D. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Generate and distribute addenda if and as necessary.
- E. Chair, run, and take minutes at a Pre-Bid Job Walk. Include a walking tour of the site including building interior.
- F. Review contractors bids received on the Public Purchase website. Generate a summary of bids received and a detailed spreadsheet that includes all line item pricing, and listed subcontractors. Review DBE-provided documentation. Prepare a preliminary correspondence to the District identifying the "apparent low bidder" for each project. Prepare a second communication to the District to include a "recommendation for award of contract" for the project.

4 Construction Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase, including insight and guidance to the District-retained architecture firm.
- B. Prepare, distribute, and gain District approval of the construction contract.
- C. Conclude all CBP reviews and plan / project approvals.
- D. Schedule, chair, and take minutes at a Pre-Construction Conference:
 - a. Focus on phasing of the Security improvements with a focus on coordination with the existing general contractor on the project.
 - b. Discuss coordination requirements for submittal review, pay requests, and periodic inspections by Tartaglia Engineering and Ravatt-Albrecht Architects.
 - c. Present CBP standards and periodic inspection requirements.
 - d. Establish periodic construction progress meeting schedules.

E. Construction contract management:

- a. Active communication between all parties of interest including the District, contractors, the City of Santa Maria, and CBP. Provide project updates and advance scheduling information in a format suitable for District dissemination to parties of interest.
- b. Support the District in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
- c. Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
- d. Material submittal review.
- e. Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedules for the project.
- f. Attendance at periodic construction progress meetings.
- g. Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, District-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's), receive and negotiate cost proposals, prepare Change Orders, and gain District approval.
- h. Review and approval of contractor periodic progress payments.
- i. Receive, document, and verify DBE levels of participation.
- j. Coordinate the architect team as necessary, securing their input on pertinent items.
- k. Coordinate periodic progress inspections by CBP.
- l. Participate in preliminary and final inspections. Prepare and distribute Punch List.
- m. Prepare final correspondence to the Airport District for final acceptance. Prepare and submit Notice of Project Final Acceptance.

F. Construction observation:

- a. Active inspection of all contractor operations.
- b. Field engineering and interpretation of plan and specification.
- c. Engaging dialog with the contractor through periodic progress meetings.
- d. Preservation of airport secured perimeter.
- e. Coordinate the architecture team for their input:
 - Identify expectations for performance.
 - Submittal and shop drawing review.
 - Coordination issues between skills working on the project.
 - Final Inspection and Project Acceptance.

***Fee work-up assumptions for construction observation (NOT FULL TIME):**

- Overall contract duration = 45 calendar-days.
- Nine (9) weeks with inspection
 - 12 hours a week = 108 hours.
 - **Total inspection budget (day time, straight time) = 108 hours.**
- Available by phone the other days.
- f. Photo documentation of all activities.
- g. Review material certifications for compliance with approved submittals.
- h. Review shop drawings.
- i. Review contractor-prepared "As-Built" marked up drawings.
- j. Determine periodic pay and final pay quantities.
- k. Participate in preliminary and final inspections, with input to the Punch List. Pursue USCBP final inspection and acceptance of improvements.

5 COMPLETION PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor, including any adjustments based on performance. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With Inspector input, revise electronic file version of the project plans to reflect the completed project.
- D. Prepare a final documentation summary of the project, including a description of the completion of the construction contract, from start to successful completion, including photo documentation.

RAVATT ALBRECHT & ASSOCIATES

Ravatt Albrecht & Associates are the project architect, serving as lead consultant related to all things architectural. The firm is providing professional services in all phases of the building remodel and is providing additional supporting services for this Security effort, through a professional services contract direct to the District.

TIME FOR PERFORMANCE

Tartaglia Engineering provided and performed the work of the Preliminary, Design, and Bidding Phases in accordance with the schedule discussed with staff, extended through the performance of the team architect. Tartaglia will perform the services of the Construction and Completion Phases according to the following:

Preliminary, Design, Bidding:	As soon as possible! (complete)
Pre-Construction Conference, NTP:	February 17, 2025
Construction:	45 calendar-days
(To include suspensions to allow the Security contractor to sync with the General Contractor)	
Completion Phase:	Anticipated toward the end of July, 2025

COMPENSATION SUMMARY

All services in the Scope of Services Section of this Exhibit, on a Time and Materials Basis, Not to Exceed:

• One Thousand Three Hundred Fifty Dollars	(\$1,350.00)	Preliminary Phase
• Eighteen Thousand Five Hundred Dollars	(\$18,500.00)	Design Phase
• Five Thousand Five Hundred Dollars	(\$5,500.00)	Bidding Phase
• Twenty-Seven Thousand Seven Hundred Dollars	(\$82,700.00)	Construction Phase
• Six Thousand One Hundred Dollars	(\$6,100.00)	Completion Phase

Total Agreement Compensation, Not to Exceed: **\$59,150.00**

TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$243.00
Licensed Land Surveyor	\$185.00
Registered Civil Engineer	\$205.00
Project Manager	\$165.00
Engineer / Survey Technician III.....	\$144.00
Engineer / Survey Technician II	\$118.00
Engineer / Survey Technician I.....	\$95.00
Clerical.....	\$76.00
Professional Travel Time.....	\$114.00
Inspector:	
Day, Straight Time	\$168.00
Day, Overtime	\$201.00
Night, Straight Time	\$182.00
Night, Overtime.....	\$231.00
(Minimum night shift = 4 hours)	
Survey Party:	
One Man.....	\$250.00
Two Man	\$344.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.70 per mile
Per diem	\$224.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2025

Santa Maria Public Airport

US Customs Building: Security
Preliminary, Design, Bidding, Construction, Completion

Tartaglia Engineering
Fee Work-Up

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Total
Task	Description	\$243.00	\$185.00	\$205.00	\$144.00	\$118.00	\$95.00	\$76.00	\$250.00	\$168.00	\$182.00	\$201.00	\$114.00	\$0.70	
1 Preliminary Eng. Phase															
A	Management of team & work	1.0													\$243.00
B&C	Scoping with CBP, review standards	2.0		2.0				2.0							\$1,048.00
	Supplies, Postage														\$59.00
	Sub-Total														\$1,350.00
2 Design Phase															
A	Management of team & work	2.0													\$486.00
B	Prepare plans	4.0		28.0	24.0	14.0		3.0							\$12,048.00
C	Prepare specifications / contract docs.	2.0		12.0				5.0							\$3,326.00
D	Cost Estimate	1.0		1.0											\$448.00
E	Perform all revisions.	1.0		2.0	10.0										\$2,093.00
	Supplies, Prints, Postage														\$99.00
	Sub-Total														\$18,500.00
3 Bidding Phase															
A	Management of team and work	2.0													\$486.00
B	Provide Notice, Bid Docs			4.0											\$820.00
C/D	Manage Public Purchase. A. questions.			6.0				5.0							\$1,610.00
E	Pre-Bid Job Walk	4.0													\$972.00
F	Review bids, recommend award.	2.0		4.0				3.0							\$1,534.00
	Supplies, Postage														\$78.00
	Sub-Total														\$5,500.00

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Total
Task	Description	\$243.00	\$185.00	\$205.00	\$144.00	\$118.00	\$95.00	\$76.00	\$250.00	\$168.00	\$182.00	\$201.00	\$114.00	\$0.70	
4 Construction Phase															
A	Management of team and work	2.0													\$486.00
B	Prepare contracts	2.0		4.0				2.0							\$1,458.00
C	Facilitate CBP reviews			2.0											\$410.00
D	Pre-Construction Conference	4.0			4.0			2.0							\$1,700.00
E	Construction management	4.0		8.0	6.0			4.0							\$3,780.00
F	Construction observation			8.0						108.0					\$19,784.00
	Supplies, Postage														\$82.00
	Sub-Total														\$27,700.00
5 Completion Phase															
A	Management of team and work	4.0													\$972.00
B	Final pay quantity & adjustment	2.0													\$486.00
C	As-built plans			4.0		6.0									\$1,528.00
D	Final documentation	3.0		4.0	4.0	5.0		3.0							\$2,943.00
	Supplies, Postage														\$171.00
	Sub-Total														\$6,100.00
Summary															
					Construction Cost (Contractor Bid)							\$185,264.00			
												Services as a Percent of Construction			
					Preliminary, Design, and Bidding Phases Combined							13.7%			
					Construction and Completion Phases Combined							18.2%			
Total: Preliminary, Design, Bidding, Construction, and Completion Phase Services															\$59,150.00
Notes and Assumptions															
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.														
2	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.														

CONSULTING SERVICE AGREEMENT
(PRELIMINARY, DESIGN, BIDDING, CONSTRUCTION, AND COMPLETION PHASE)
SERVICES FOR THE REHABILITATION OF RUNWAY 12-30
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT

By this Agreement, dated July 10, 2025, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and TARTAGLIA ENGINEERING a sole proprietorship owned by John A. Smith, (herein called "Engineer"), District retains Engineer to perform certain engineering and design services.

WITNESSETH

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Engineer agree as follows:

1. SCOPE OF AGREEMENT

District hereby hires Engineer to provide the services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Engineer's Scope of Project and Compensation". Engineer agrees to perform said services and accept the compensation set forth in said Exhibit "A".

2. TIME OF PERFORMANCE

Performance of the services hereunder by Engineer will commence retroactively to August 1, 2021, under the direction of the General Manager, with time of completion on or before March 31, 2026.

3. COMPENSATION

District shall compensate Engineer in accordance with the terms, rates, and conditions of Exhibit "A" attached hereto and incorporated by this reference. Engineer shall bill District monthly with an itemized invoice detailed to nearest one-half (1/2) of an hour of all services performed and authorized expenses, other than incidental office expenses, incurred during the preceding month. Compensation rates shall be reviewed on an annual basis.

4. MATERIALS AND DOCUMENTS

District shall be the owner of all drawings, mylars, reproducibles, plans, specifications, test reports, and other documents, data and work products produced or resulting from the services of Engineer. Engineer may retain copies for its files.

Engineer shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Engineer in the performance of the services hereunder, except as otherwise specifically provided.

5. ASSIGNMENT

This Agreement or any interest herein shall not be assigned by Engineer.

6. INDEPENDENT CONTRACTOR

The parties intend that Engineer shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Engineer. Engineer is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Engineer are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Engineer is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

7. PRIOR APPROVAL OF DISTRICT

Engineer shall not incur any obligations or provide any services for District without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Engineer's bills.

8. ENGINEER' RECORDS

Full and complete records of Engineer's services and expenses and records between District and Engineer shall be kept and maintained by Engineer and shall be retained by Engineer for three (3) years after District makes final payment to Engineer hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Engineer which are directly pertinent to Engineer's work hereunder.

9. TERMINATION

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Engineer shall not be entitled to further compensation from District, other than for services previously approved and completed.

10. SUSPENSION OR ABANDONMENT OF PROJECT

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Engineer, who shall immediately terminate all work upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Engineer, as full and final settlement, compensation for all of Engineer's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Engineer's services rendered to the date of receipt of such notice bears to the total compensation the Engineer would have received in accordance with Exhibit "A" had the project been completed.

11. INSURANCE Engineer shall, at Engineer's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Engineer and Engineer's officers and employees:

Automotive and Public Liability and Property Damage Insurance: Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Professional Errors and Omissions Insurance. Professional errors and omissions insurance with liability limits of not less than \$1,000,000 per occurrence.

Before or concurrently with the execution of this Agreement, Engineer shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

12. INDEMNITY

Engineer shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including costs and expenses for legal services and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Engineer, or arising from the negligence, act or omission of Engineer, its officers and employees, provided, however, that Engineer is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

13. EXTRA SERVICES

There will be no payment for extra services by Engineer unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors. Compensation for any extra services shall be in accordance with Exhibit "A" attached hereto and incorporated by this reference.

14. RIGHT TO AMEND

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Engineer agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Engineer for previously approved expenses and completed services.

15. NOTICES

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Engineer at Tartaglia Engineering, 480 Front Street, Grover Beach, CA 93433. Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

16. ATTORNEY'S FEES

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

17. OTHER ENGINEERING SERVICES

District reserves the right to contract with Engineer or other engineering firms for engineering and design services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Dated: July 10, 2025

Approved as to form on behalf of District:

DISTRICT:

General Manager

Ignacio Moreno, President

Approved as to form:

Steve Brown, Secretary

District Counsel

Engineer:

John A. Smith, P.E.
Principal

CERTIFICATION OF ENGINEER

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm of TARTAGLIA ENGINEERING, ENGINEERING a sole proprietorship owned by John A. Smith, whose address is 480 Front Steet, Grover Beach, California 93433, and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract.
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

I hereby certify that I am a registered and California licensed civil engineer.
License Number: C46852

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

(Date)

JOHN A. SMITH, Owner

STATEMENT OF UNDERSTANDING

The following reflects our understanding of the project and our involvement therein, based on our several communications & meetings with District staff and FAA personnel:

- A. The next project on the District's ACIP is the Rehabilitate Runway 12-30 project, focused on the entire length of the main runway.
- B. The work will be accomplished in a multi-grant approach, with the District pursuing federal grants in 2025 for the design effort and the first phase of construction, and a subsequent grant in 2026 for the remainder of the rehabilitation effort.
- C. Tartaglia Engineering is teaming with Earth Systems Pacific on this project. Earth Systems will be performing the geotechnical investigation, providing a soils report with recommendations for the proposed improvements. Earth Systems Pacific will perform the quality assurance materials testing during construction.
- D. Tartaglia Engineering will be involved in all five phases of the project: preliminary, design, bidding, construction and project closeout.
- E. The construction of Phase 1 is anticipated to start in August 2025. Tartaglia will prepare a separate bidding package, including plans and specifications, in Spring of 2026 for Phase 2 of the project.

SCOPE OF PROJECT

The focus of this project is the rehabilitation of Runway 12-30, full-length, end to end. In addition, the scope includes rehabilitation of connecting taxiways and the intersection with Runway 2-20 to a length necessary for acceptable grade transition to existing.

Paved runway shoulders will be rehabilitated from the runway edge out 25-feet. The inner 10-feet will receive a variable thickness overlay, while the outer 15-feet will experience a full-depth reconstruction.

The runway lighting circuit will be improved through the removal and replacement of all elevated edge lights with new high-intensity LED units. In addition, the full circuit conductor will be replaced in entirety and there will be a new regulator and Airfield Lighting Control Management System (ALCMS).

To accomplish the work, the project includes the following work elements:

- A. Grind and remove the grooved surface, full width, including the edge stripe area.
- B. Crackfill and seal.
- C. Variable thickness pavement overlay.
- D. Runway grooving.
- E. Pavement marking.
- F. Shoulder: Subgrade preparation, recycled base, pavement overlay.
- G. Shoulder: Expanded paved shoulder to 25 feet, full-length.
- H. Electrical: New runway circuit regulator, conductor, and LED edge and threshold lights.
- I. Electrical: New guidance signs.
- J. Electrical: New Airfield Lighting Control Management System (ALCMS).

The estimated cost of construction is:

Phase 1 (2025): \$9.3 million

Phase 2 (2026): \$7.1 million

Total project: **\$16.4 million**

SCOPE OF SERVICES

This contract is for professional services related to all five phases: Preliminary, Design, Bidding, Construction, and Completion which may include, but not necessarily be limited to, the following:

1. PRELIMINARY ENGINEERING PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Attend and provide active participation at a Project Kick-Off meeting.
 - Establish goals and objectives for the work.
 - Identify all deliverables and establish timeline for project milestones.
 - Gain an understanding of District bidding procedures.
 - Identify the need, if any, for construction permits.
 - Identify all environmental constraints and issues.
 - Establish construction constraints relative to circulation patterns.
 - Establish closure requirements, and project phasing.
 - Establish calendar, daily, and weekly work-window constraints.
 - Provide minutes from the kick-off meeting.
- C. Prepare a Categorical Exclusion (Cat-Ex) in accordance with federal National Environmental Policy Act (NEPA) standards and guidelines. Submit to the FAA and gain FAA review and approval. Make all necessary revisions during the FAA review process.

- D. Inventory of existing facilities and conditions, including a review of all District-provided files, reports, and plans. Become familiar and gain a working knowledge of existing facilities and design constraints.
- E. Perform a geotechnical investigation, lab analysis, and preparation of a report of findings and design recommendations. Secure twenty (20) borings documenting the in-place quality and integrity of existing structural sections and native subgrade soils. Characterize the material establishing optimum moisture, plasticity index, and California Bearing Ratio (CBR) for six (6) samples. Provide a detailed report identifying the suitability of material for use in support of proposed improvements.
- F. Perform a field topographic survey of the project area. Using existing datum, establish local project survey control, and generate a topographic survey that identifies all existing improvements within project limits, and characterizes the surface grades, slopes, and cross-slopes for paved and graded surfaces. "Dip" manholes and catch basins to establish pipe size, direction, and invert elevations.
- G. Prepare a preliminary summary of project approach (construction), proposed phasing and sequencing, and preliminary construction cost estimate. Assist the District with the preparation of the FAA grant pre-application based on estimated costs.

The following deliverables are due during and before the conclusion of the Preliminary Phase:

- Summary report of project approach.
- Preliminary design.
- Proposed phasing.
- Preliminary construction cost estimate.

2. DESIGN PHASE

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare engineering design of project improvements, to include the following, at a minimum:
 - Cover sheet with project description, sheet schedule and approval blocks.
 - Project layout plan identifying project elements relative to overall airport facilities.
 - Project phasing plans.
 - Demolition and construction plans, to-scale, including grading and paving, marking, and electrical.
 - ALCMS schematic and details.
 - Cross sections and centerline profile of the runway centerline.
 - Details.
 - Geotechnical data.

The plan set for Phase 1 is anticipated to be 60 Sheets. Present plans to the District at 50%, 75%, and 95%, and bid-ready stages of completion.

C. Prepare specifications and contract documents to include the following, at a minimum:

- Notice Inviting Sealed Bids.
- Bid Proposal.
- Contract.
- General Provisions.
- Special Provisions.
- Technical Specifications.
- Geotechnical Report.
- Federal Assurances.
- Environmental documents that apply to this effort / site.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract. Present specification outline to the District with the 50% complete plan submission. Present draft specifications with the 75% and 95% plan submissions, and complete documents with the bid-ready plans.

D. Prepare a Construction Safety Phasing Plans (CSPP). Submit the draft with the 75% complete plan-set, and the completed CSPP with the 95% complete plans. Gain District approval. On behalf of the District, upload the CSPP through the FAA's 7460-1 - Notice of Proposed Construction or Alteration, upload and approval process.

E. Prepare an Engineer's Design Report that summarizes the following, at a minimum:

- Construction approach.
- Proposed phasing and duration of construction.
- Availability of construction materials.
- Project packaging and bidding.
- Reference to FAA advisory circulars used in the preparation of the design.
- FAA pavement design program run.
- Construction cost estimate reflective of the completed construction documents.

F. Coordinate and provide assistance in securing FAA review and approval of the design.

G. Perform all final revisions to plans and specifications based on input and review by the District, FAA, and any other agency or entity that has an interest and has provided review comments to the documents.

H. Phase 2 bid package*. Develop a separate set bid package for Phase 2 of the improvements, which will include 2,600 linear feet of the runway. The package is anticipated to be ready for public bidding in March 2026. The package will include plans, specifications, CSPP, and an Engineer's Design Report as outlined in items B through E of this Design Phase Scope of Work Section.

*The original bid package issued in May 2025 covered the full runway length. However, following FAA staff instruction, the project limits were reduced to the initial 5,400 feet of the runway with the direction to package a "Phase 2" project in 2026.

The following deliverables are due during and before the conclusion of the Design Phase:

- Electronic file copy and five (5) paper copies of the approved plans.
- Electronic file copy and five (5) paper copies (1 unbound) of the approved specifications.
- Separate electronic file copy and five (5) paper copies of the CSPP.
- Electronic file copy and three (3) paper copies of Engineer's Design Reports.

3. BIDDING PHASE – (Phase 1)

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Provide Notice Inviting Sealed Bids to the District in electronic file format for publication, for placement on the District's web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with District standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Prepare a detailed bid spreadsheet summary, identifying all line item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors.
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract to FAA.

The following deliverables are due during or before the conclusion of the Bidding Phase:

- Pre-Bid Conference agenda and minutes.
- Addenda as necessary.
- Excel file copy of detailed line-item bid summary of all bids received.
- Letter summary of bid process, review of bids received, and recommendation for award of contract.

4. CONSTRUCTION PHASE - (Phase 1)

Contract duration based on award of construction contract, either:

- **Base Bid** **40 Calendar Days**
- **Base Bid plus Additive Alternate** **62 Calendar Days**

***Fee work-up includes both scenarios, Base Bid only and Base Bid plus Additive Alternate.**

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare for, attend, and participate in the projects SRM panel initiated by FAA.
- C. Organize and Facilitate Pre-Construction Conference:
 - Part One will cover a general overview of the project scope, phasing, sequencing, and anticipated impacts to airport circulation. Tenants and airport users will be invited to participate in this portion.
 - Part Two will focus on a detailed discussion of the construction methods and logistics necessary for project completion.
- D. Construction contract management:
 - Assist District in the preparation of contracts.
 - Active communication between all parties of interest including the District, contractor, and tenants. Provide project updates and advance scheduling information in a format suitable for District dissemination to parties of interest.
 - Support the District in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
 - Support the District and contractor in management of construction site stormwater management responsibilities.
 - Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
 - Material submittal review (55 anticipated for this project) including processing of airfield electrical and pavement mix designs to FAA for their review and concurrence.
 - Monitoring the contractor's progress in relation to the contract performance period and the engineer-approved baseline schedule provided by the contractor.
 - Attend regular construction progress meetings and prepare ongoing meeting minutes documenting key discussions and actions.
 - Preparation and submission of the FAA's weekly Construction Progress and Inspection Report, with photo attachment.
 - Periodic employee interviews for verification of Davis-Bacon compliance.

- Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, District-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's), receive and negotiate cost proposals, prepare Change Orders, and gain District and FAA approval of same.
- Review and approval of contractor periodic progress payments.
- Receive, document, and verify DBE levels of participation.
- Periodic review of the CSPP to confirm effectiveness. Modify if appropriate with revisions submitted to FAA for review and approval.
- Participate in Preliminary Final and Final inspections. Prepare and distribute Punch List.
- Prepare final correspondence to the Airport District for final acceptance. Prepare and submit Notice of Project Final Acceptance.

E. Construction observation:

- Active inspection of all contractor operations.
- Field engineering and interpretation of plan and specification.
- Engaging dialog with the contractor through 'look-ahead' tailgate meetings:
 - Issues and opportunities.
 - Phasing and sequencing.
 - Lighting, delineation, and FOD check.
 - Perimeter security issues, and gate access protocol.
- Daily inspection reports to include the following, at a minimum:
 - Day, date, and contract day.
 - Weather and working conditions (twice each shift).
 - Men, equipment, and material delivery.
 - Work accomplished and materials testing.
- Scheduling and coordination of all construction materials testing for Quality Assurance.
- Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
- Monitor contractor performance regarding site access, path of travel, escort, vehicle and equipment delineation, etc.
- Photo documentation of all activities.
- Review material certifications (weight tickets, material tags, etc., for compliance with approved submittals).
- Review contractor-prepared "As-Built" marked up drawings.
- Document contractor performance relative to construction site storm water management.
- Establish individual pay items quantities through field measurement or from material delivery tickets.
- Complete contractor compensation adjustment worksheets based on performance.
- Determine periodic pay and final pay quantities.
- Participate in preliminary and final inspections, with input to the Punch List.

**The project involves an accelerated construction schedule, during which the runway will be closed continuously (24/7), except for two designated 6-hour operational windows. It is anticipated that the contractor will have two full-time crews on-site: one for daytime work and one for night shifts. Under the Base Bid, the contractor is permitted 28 calendar days of extended runway closure, along with 12 additional night shift days. If the Additive Alternate Bid is awarded, the contractor will receive an additional 14 calendar days for extended closure and 8 additional night shift days.

Tartaglia will provide a Resident Project Representative (RPR) on-site whenever the contractor is working. For budgeting purposes, the estimate includes two RPRs during extended closure periods and one RPR during night shift operations, as the double shift approach is anticipated due to the condensed contract time. The budget also accounts for three days of mobilization/demobilization and two days for placement of the P-401 control strip. **For the Base Bid schedule, Tartaglia has budgeted a total of 40 night-shifts and 33 day-shifts. If the Additive Alternate is awarded, an additional 22 night-shifts and 14 day-shifts will be included.**

F. Survey – Survey Control and pick-up topographic survey:

- Provide control in the field for contractor use.
- Provide additional topographic survey, as needed, to support design and construction improvements.
- Provide electronic file copy of plans and excel point data files for contractor use with supporting technical interface to assure correct datum, orientation, control, etc.
- Review contractor-provided survey cut sheets, layout documentation, and surface acceptance surveys.
- Blue-top verification of finished aggregate base grade and asphalt surface.

G. Construction materials testing:

- Subgrade preparation.
- Utility trench backfill.
- Recycled aggregate base (P-207).
- Hot-mix asphalt pavement (P-401).
- Portland cement concrete slumps and cylinders (P-610).
- Active participation and support in asphalt pavement test strips.

5. COMPLETION PHASE - (Phase 1)

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor, including any adjustments based on performance. Prepare Balancing Change Order.
- C. Receive marked-up As-Built plans prepared by the contractor. With Inspector input, revise electronic file version of the project plans to reflect the completed project.

- D. Assure complete contractor vacation of the airport and yard, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.
- E. Confirm receipt of all O&M manuals, contractor close-out submittals.
- F. Prepare a Final Engineer's Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- G. Prepare a Construction Project Final Acceptance form (5100-129) and provide to the District for signature and processing to the FAA.
- H. Provide final accounting documentation for the contractor and professional support team. Provide documentation to District in support of either a grant amendment or de-obligation of unused grant funds.

The following deliverables are due at the conclusion of the Completion Phase:

- Final Engineer's Report.
- Project accounting including final contractor pay quantities and balancing change order.
- Project photos.
- All materials testing results and material submittals.
- As-Built plans.
- All weekly progress reports.
- All daily construction inspection reports.
- Results of all payroll interviews.
- Documentation regarding final pay to all DBE's.
- Letter certifying the project as complete and in support of grant closure.

BIDDING, CONSTRUCTION AND COMPLETION PHASE SERVICES – (Phase 2)

This professional services contract currently excludes Bidding, Construction, and Completion Phase services for Phase 2 of the Runway 12-30 Rehabilitation Project, which is anticipated to be advertised for bid in Spring 2026. Once the construction schedule and project limits are finalized, Tartaglia Engineering is highly interested in providing these services, either through an amendment to this agreement or via a separate professional services contract.

TIME FOR PERFORMANCE

Tartaglia Engineering provided and performed the work of the Preliminary, Design, and Bidding Phases in accordance with the schedule discussed with staff, consistent with the FAA schedule for receipt of a grant "based on bids". Tartaglia Engineering will perform the services of the Construction and Completion Phases according to the following:

Pre-Construction Conference:	Anticipating August 2025
Notice to Proceed (with construction):	Upon receipt of FAA authorization
Construction:	40 or 62 calendar-day contract
Completion Phase:	Within 90 days of construction acceptance

COMPENSATION SUMMARY

All services identified in the Scope of Services Section of this Exhibit, on a Time and Materials Basis, Not to Exceed:

Preliminary Phase	\$123,400.00
Design Phase	\$843,800.00
Bidding Phase	\$49,700.00
Construction Phase	\$373,500.00 (Base Bid Only) or \$551,200.00 (Base Bid Plus Add. Alt.)
Completion Phase	\$45,800.00

Total Agreement Compensation, Not to Exceed:

If only Base Bid Awarded	\$1,436,200.00
If Base Bid and Additive Alternate Awarded	\$1,613,900.00

***The total contract amount is contingent to award of the construction contract.**

TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE

Principal-In-Charge.....	\$243.00 per hour
Licensed Land Surveyor	\$185.00 per hour
Registered Civil Engineer	\$205.00 per hour
Project Manager	\$165.00 per hour
Technician III - Engineer / Survey / Environmental.....	\$144.00 per hour
Technician II - Engineer / Survey / Environmental.....	\$118.00 per hour
Technician I - Engineer / Survey / Environmental	\$95.00 per hour
Clerical.....	\$76.00 per hour
Professional Travel Time.....	\$114.00 per hour

Inspector:	Day, Straight Time	\$168.00 per hour
	Day, Overtime	\$201.00 per hour
	Night, Straight Time	\$182.00 per hour
	Night, Overtime.....	\$231.00 per hour
	(Minimum night shift = 4 hours)	

Survey Party:	One Man.....	\$250.00 per hour
	Two Man	\$344.00 per hour

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.70 per mile
Per diem	\$224.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2025



August 12, 2021

Mr. John Smith, PE
Tartaglia Engineering
PO Box 1930
Atascadero, CA 93423

PROJECT: SANTA MARIA PUBLIC AIRPORT
REHABILITATE RUNWAY 12-30
3249 TERMINAL DRIVE
SANTA MARIA, CALIFORNIA

SUBJECT: Proposal to Provide a Geotechnical Engineering Investigation and Recommendations Report

REF.: Request for Professional Services Fee Proposal (RFP) – Geotechnical Investigation and Report – Rehabilitate Runway 12-30, Santa Maria Airport, by Tartaglia Engineering, dated July 29, 2021

Dear Mr. Smith:

As requested in your RFP, we are pleased to submit the following proposal to provide a geotechnical engineering investigation and recommendations to be used in the development of project plans and specifications for the planned rehabilitation of Runway 12-30 at Santa Maria Public Airport in Santa Maria, California. Per the referenced RFP, we understand the project is intended to address the full length of the runway, including the recent extension, for its full width, including paved shoulders. Rehabilitation of the taxiway connections will be to a lesser degree, as these features are intended to be addressed by several separate projects over the next few years. The Runway 12-30 rehabilitation project will include the following specific elements:

- Airport safety and security
- Clearing, grubbing and removals
- Grinding of the surface of the runway and removal of the grooved friction element
- Construction of an initial grade-correcting overlay, presumed to be between 2 inches and 4 inches thick
- Construction of a second, uniform surface course, presumed to be 3 inches thick
- For the 30-foot wide shoulders on both sides of the runway, removal of the existing structural section and reconstruction to include subgrade preparation, and placement of aggregate base and hot-mix asphalt (HMA) pavement
- Adjusting guidance signs and edge lights
- Installation of electrical conduits and pull boxes
- Grooving of the finished HMA surface
- Application of pavement markings



No structures, retaining walls, light poles or drainage basins are planned. This proposal is for geotechnical services for the design portion of the project only; potential services associated with construction will be addressed in a separate proposal at a later date.

It is our understanding that all borings planned for this project must be completed during night shifts beginning at 2200 and ending at 0600. The standard work week is considered to be Sunday night and ending Friday morning. We propose to complete our services in 4 overnight shifts; at this time, we have planned the field work for the week beginning Sunday August 29, 2021.

Our proposed scope of work is as follows:

A. Field Work

1. We will conduct an exploratory program of the subsurface conditions and materials in the project area by drilling and sampling 20 borings to a maximum depth of 10 feet. The borings will be extended to the planned depth below the existing pavement, as conditions dictate and allow. The actual locations of the borings will be determined in the field during a site visit by a representative of this firm and the client or airport personnel. Underground Service Alert (USA) will be contacted to locate utilities owned by their member utility companies. Responsibility for accurate location of utilities lies with the client, however, and this firm shall not be held responsible for damage to underground improvements once USA has been contacted.
2. We understand that the existing pavement sections at all planned boring locations consist of asphalt concrete (AC) over aggregate base (AB), and there is no surface or underlying Portland cement concrete (PCC) pavement.
3. This proposal is based on the assumption that the borings will be drilled in four consecutive evening/night shifts (approximately 2200 to 0600) during the planned work week. The client or airport personnel will be responsible for issuing NOTAMS and any airfield logistics pertaining to drilling operations. All field exploration vehicles will be marked with an amber beacon. We have assumed that an escort and/or radios to monitor air traffic will be provided by the client or airport personnel, if required.
4. The existing pavement sections encountered in the borings will be logged following drilling; core samples of the existing asphalt concrete will not be taken. One relatively undisturbed sample will be secured from each boring using a split-ring sampling apparatus at pavement subgrade or some other depth determined by the client. Standard Penetrometer (SPT) samples will be secured through depths of 5 and 10 feet. These samples, together with loose bulk samples of subgrade materials encountered in the borings, will be returned to the laboratory for further testing.
5. Borings will be backfilled with native soil mixed with gravel and cement, and the borings will be patched at the surface (minimum 6 inches thick in 3 compacted lifts of 2 inches



each) with AQUAPHALT 6.0 patch material. Excess material from the borings (if any) will be removed from the site. Note that the patching material identified in the referenced RFP is no longer available, as the supplier (Highway Research) is no longer in business.

B. Laboratory Analysis

1. *In situ* moisture content and unit dry weight for the split-ring samples from the borings (ASTM D 2937) (20 tests).
2. Maximum density-optimum moisture (ASTM D 1557) of bulk soil samples. These data will be used to determine *in situ* relative compaction and as a basis for CBR testing (6 tests)
3. Sieve/hydrometer analysis (ASTM D 422) of bulk aggregate base and soil samples to determine relative percentages of gravel, sand, silt, and clay (6 tests).
4. Plasticity index testing (ASTM D 4318) of bulk soil samples to assist in soil classification (6 tests).
5. CBR testing of bulk aggregate base and soil samples (ASTM D 1883, for a range of moisture contents) (6 tests).

C. Reporting

Laboratory test data and general geotechnical recommendations will be provided in a written summary report in graphic and/or tabular form for use by the client. Graphic logs will be presented indicating the existing pavement section thicknesses, soil classifications, depth to subsurface water (if encountered), and field blow counts for ring and SPT samples. A boring location map will be included, using either a base map provided by the client, or Google Earth imagery. Six paper copies (five bound, one un-bound) and a digital copy of the final report will be provided. A statement will also be provided regarding authorization for duplication and distribution of the report for use on this project by the client and the Santa Maria Public Airport District, as desired, in support of this project.

D. Plan Review

During project plan preparation, we propose to review the plans as they near completion, to verify that the recommendations contained in our geotechnical report have been incorporated.

E. Fees

Based on this outlined scope of services, we propose to provide the geotechnical engineering investigation on a Fixed Fee basis, and the Plan Review on an hourly (T&M) basis. The fees to be charged will be as follows:

Geotechnical Investigation and Report (Fixed Fee)..... \$35,600.00

Plan Review (T&M)Estimated 4 hours @ \$195.00 per hour



CONDITIONS

Periodic invoices may be submitted for major work elements of the geotechnical report (field investigation, laboratory testing and analysis/report preparation) as they are completed. Invoices are due upon presentation.

We understand this project is to be completed by December 31, 2021. The fees and work scopes contained in this proposal will remain in effect until December 31, 2021. As previously noted, field operations are scheduled for the week of August 29, 2021, assuming receipt of authorization to proceed, acceptable field conditions, availability of client personnel for a field meeting to mark boring locations at least one week in advance of drilling, availability of the work area closure time period, and availability of airport escort personnel (if needed). Please note that the above quotation for the geotechnical report is a fixed fee does not include meetings, plan reviews, additional consultation, report revisions to address changes in design, construction observation and testing, or other such services. An estimate for a geotechnical plan review on an hourly basis has also been made. Fees for other additional services will be charged in accordance with a negotiated work scope and fee structure at time of the request for services. Based on our current workload, the lead engineer for this project will be the undersigned.

Should unforeseeable subsurface conditions require a different approach or additional work, this fee quotation may need to be revised. We would notify the client of any major changes in the proposed scope of work prior to initiating such a change.

Evaluations of site geology, and analysis of the soil for chemical properties including geotechnical corrosivity, hydrocarbons, radioisotopes, etc; construction issues within the domain of the contractor, construction observation and testing, and any other services not specifically noted in the preceding paragraphs are beyond the scope of the proposed investigation. Assessments of the site for lead or mold potential or asbestos (either naturally occurring or in man-made products) are beyond the scope of the proposed services. No structures, detention basins, retention basins or infiltration systems will be addressed in the report.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience, we have included our DIR registration numbers below.

DIR PUBLIC WORKS REGISTRATION NUMBERS

Legal Name	Registration Number	License *	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	6/13/2021	6/30/2022

*Professional Corporation License Number assigned by DIR March 27, 2015



If the client finds the scope of work and fees satisfactory, the return of the attached Work Order, indicating the legal entity that will be our client, and signed and dated by the party responsible for payment, will constitute authorization for work on the geotechnical engineering investigation to begin. The agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described in the final proposal or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.


Thank you for considering our firm for this project. If you have any questions, or if we can be of service in any way, please call this office at your convenience.

Sincerely,

Earth Systems Pacific



Sydney Johnson
Project Manager



Rob Down, PE 70206
Managing Principal

Attachments: Work Order
 Prevailing Wage and Accounts Payable Information Request
 Fee Schedule

Copy to: Tartaglia Engineering, Attn.: Jason Hargreaves

Doc. No.: SLO-2108-026.PRP/cr



WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: August 12, 2021 **Doc. No.:** SLO-2108-026.PRP

Name of Project: SANTA MARIA PUBLIC AIRPORT
REHABILITATE RUNWAY 12-30

Order Received by: Robert W. Down

Client Name: Tartaglia Engineering , Mr. John Smith, PE

Client Address: PO Box 1930, Atascadero, CA 93423

Location of Project: 3249 Terminal Drive, Santa Maria, California

Scope of Services: Per Proposal dated August 12, 2021

Fees to be Charged: Per Proposal dated August 12, 2021*

I have read and agree to all terms of this document,
including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Earth Systems Pacific
DIR Public Works Registration No. 1000003643



Robert W. Down, PE 70206
Senior Vice President

8/12/2021
Date

PLEASE RETURN A SIGNED COPY
TO EARTH SYSTEMS PACIFIC

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

* Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

January 2021 Fee Schedule

TERMS FOR SERVICES

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE

(Effective January 1, 2021)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$215.00
Associate Professional	\$195.00
Senior Professional	\$175.00
Project Professional	\$160.00
Staff Professional	\$145.00
Special Inspector, Prevailing Wage*	\$135.00
Technician, Prevailing Wage*	\$130.00
Special Services/Caltrans Technician	\$130.00
Special Services Technician.....	\$110.00
Special Inspector.....	\$100.00
Technical Assistant.....	\$95.00
Technician	\$95.00
Clerical/Administrative	\$85.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half. Work performed on Sundays and holidays, or when time exceeds 12 hours in one day, is at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in one-hour increments and accumulate on a portal-to-portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.75/mile (portal-to-portal).
6. Nuclear density gauge charge: \$10.00/test.
7. Weekly special inspection report charged at staff engineer hourly rate.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20%. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
11. Rates are effective through December 31, 2021.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and after 4 hours will be billed in 1-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$85.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative service rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2021)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (technician rate) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index	\$200.00
California Bearing Ratio, 3 Points; Incl. Ref Maximum Density.....	\$575.00
California Bearing Ratio, 9 Points; Incl. Ref Maximum Density.....	\$945.00
Consolidation, One Dimensional	\$205.00
Consolidation, Timed, Per Point	\$100.00
Corrosivity Tests	Per Quote
Direct Shear, Per Point, 3 Points Minimum	\$105.00
Expansion Index Test	\$195.00
Maximum Density and Optimum Moisture: 4" Mold	\$255.00
Maximum Density and Optimum Moisture: 6" Mold	\$255.00
Maximum Density and Optimum Moisture: California Impact	\$295.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only.....	\$40.00
Permeability Tests, Constant Head or Falling Head	Per Quote
R-Value	\$300.00
R-Value, CA State Highway/Set of 3, Cement, Lime, Other Additives.....	\$375.00
Hydro Collapse Potential.....	\$165.00
Sieve/Hydrometer Analysis, Assumed Specific Gravity, with 200 Wash.....	\$240.00
Sieve Analysis, Aggregate Base/Subbase	\$155.00
Sieve Analysis 200 Wash Only.....	\$95.00
Sieve Analysis with Wash	\$125.00
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$145.00
Swell Test, Undisturbed.....	\$205.00
Swell Test, Remolded	\$230.00
Unconfined Compressive Strength, Untreated	\$105.00
Unconfined Compressive Strength, Lime or Cement Treated Material	\$490.00
Environmental Recycling Fee, Per Sample	\$2.00

THERMAL RESISTIVITY TESTS

Concrete, 1 Point with Moisture Content (Requires Special Collection Process)	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, Per Moisture Point, Per Sample.....	Per Quote
Soil, 3 Moisture Points with Dry-Out Curve, Per Sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560.00
Absorption, Coarse Aggregate	\$85.00
Absorption, Fine Aggregate.....	\$125.00
Clay Lumps and Friable Particles in Aggregate	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, Each Size	\$125.00
Durability Index, Coarse or Fine Aggregate	\$175.00



FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2021)

CONCRETE AGGREGATE-Continued

Flat and Elongated Particles in Aggregate	\$125.00
Organic Impurities in Fine Aggregate	\$95.00
Potential Reactivity of Aggregate by Chemical Method, Each Size	Per Quote
Sand Equivalent	\$170.00
Sieve Analysis, Washed	\$190.00
Soundness, Sodium Sulfate, 5 Cycles	\$350.00
Specific Gravity, Coarse Aggregate	\$105.00
Specific Gravity, Fine Aggregate	\$140.00
Uncompacted Void Content of Fine Aggregate, with Fine Aggregate Angularity	\$235.00
Unit Weight of Aggregate	\$95.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test/Storage of Cast Cylinders (4x8)	\$40.00
Compression Test/Storage of Cast Cylinders (6x12)	\$70.00
Compression Test of Cored Samples, Cored at Laboratory	\$105.00
Compression Test of Cores Delivered by Others	\$75.00
Compression Test of Lightweight Concrete	\$40.00
Density of Concrete Cylinders	\$80.00
Density of Hardened Concrete	\$95.00
Flexural Strength, Simple Beam with Third Point Loading	\$115.00
Grading of Shotcrete Cores	\$190.00
Sample Storage, Monthly Per Sample	\$45.00
Shrinkage, Set of 3	\$355.00
Unit Weight of Lightweight Concrete	\$70.00
Enviro Recycling Fee, Per Cylinder, Core or Beam	\$2.00
Enviro Recycling Fee, Per Flex Beam	\$2.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam	\$65.00

MASONRY

Absorption of Block, Set of 3	\$125.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples	\$40.00
Compression Test on Block, Set of 3	\$165.00
Compression Test on Grouted Prisms, Includes Cutting	\$145.00
Compression Test on Masonry Cores	\$67.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, Set of 3	\$240.00
Moisture Content of Block as Received, Set of 3	\$85.00
Shear Test on Masonry Cores, 2 faces	\$110.00
Specific Gravity and Unit Weight of Block, Set of 3	\$100.00
Enviro Recycling Fee, Per Masonry Prism	\$2.00
Enviro Recycling Fee, Per Mortar or Grout Sample	\$2.00

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 3	\$215.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 5	\$345.00
Compaction of Lab Samples, Marshall Method Set of 3 – (50 blows/side)	\$245.00
Compaction of Lab Samples, Marshall Method Set of 3 – (75 blows/side)	\$260.00
Extraction of Oil from A.C. Mixtures	Per Quote
Extraction of Oil from Rubberized Mixtures	Per Quote
Gyratory Compactor, Per Set of Field Mixed Asphalt	\$495.00



FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2021)

ASPHALT CONCRETE-Continued

Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt.....	\$890.00
Ignition Oven Binder Content, After Initial Correction Value is Determined	\$275.00
Ignition Oven Binder Content Correction Value Per Mix Design, Average of 3.....	\$785.00
Ignition Oven Gradation Correction Value, Per Mix Design	Per Quote
Moisture Content	\$45.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$170.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, Set of 3.....	\$240.00
Stabilometer, Hveem S-Value, Set of 3	\$350.00
Enviro Recycling Fee, Per Sample	\$2.00
Enviro Recycling Fee for Extracted Oils	\$45.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, Sample Preparation Not Included	\$75.00
Pipe Flattening Test, Sample Preparation Not Included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$175.00
Structural Steel Bend Test, Sample Preparation Not Included.....	\$75.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, Sample Prep Not Included	\$75.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro Recycling Fee, Per Sample	\$2.00

BOLT TESTS

Bolt Tests, Chemical or Mechanical.....	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, Per Position	Per Quote
AWS D1.1: 1" Plate, Per Position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-Volt Portable Electric Generator	\$115.00/day
Anchor Pull Test Equipment	\$45.00/hr.
Bailer (Disposable) with Dedicated Rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	\$70.00/hr.
Concrete Slab Moisture Transition Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw.....	\$90.00/day
Double Ring Infiltration (Per Set)	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
Dynamometer, In-line Scale	\$65.00/day
Hammer Drill	\$65.00/day
Hand Auger/Sampler Equipment	\$65.00/day
LOCK N' LOAD® VOC Sample Preservation System	\$35.00/ea.
Magnetic Particle Equipment	\$40.00/hr.
Manometer.....	\$115.00/day
Mini-Troll Groundwater Level Transducer	\$115.00/day
Mobile Laboratory	Per Quote



FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2021)

EQUIPMENT/CHARGES (Does Not Include Personnel)-Continued

Nuclear Density Equipment, Per Test.....	\$10.00/ea.
Paint Thickness Meter	\$35.00/hr.
Percolation Tank System and Trailer	\$260.00/day
Personal Protective Equipment Level C.....	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$60.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$105.00/half day
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$210.00/day
Slope Inclinator Equipment, Per Hole	\$35.00/day
Soil Sampling Containers (Metal)	\$25.00/ea.
Soil Sampling Containers (Glass)	\$10.00/ea.
Tape Extensometer	\$35.00/hr.
Tension Equipment	\$210.00/day
Torque/Tension Equipment	\$210.00/day
Water Level Indicator	\$55.00/day
Winsor Probe, Set of 3.....	\$110.00/day
Per Diem	Per Quote
Vehicle Mileage Charge.....	\$0.75/mile
DIR Compliance/eCPR, Per Week	\$85.00
DSA Box Posting, Per Week	\$85.00



DRILLING SERVICES

(Effective January 1, 2021)

DRILLING AND SAMPLING CAPABILITIES

- Geotechnical borings to depths of 75 feet.
- Borings for hazardous materials studies.
- Monitoring well and piezometer installation.
- Drill crews experienced in hazardous materials drilling and sample acquisition.
- Drill crews trained in 40-hour Health and Safety course (HAZWOPER).
- Steam cleaners, grout mixers, and other auxiliary equipment available.
- Standard Penetration Sampler (2" o.d. split spoon).
- Modified California Sampler (lengths: 18", 24", 3" o.d.; 2.5" i.d. rings); resin fiber, brass, or stainless steel rings available.
- Shelby Tubes (3" i.d.).

DRILLING RATES (NON-PREVAILING WAGE)

DRILLING EQUIPMENT/PERSONNEL

Mobile B-53 with driller and helper	\$265.00/hr.
Simco EP200 direct-push rig with driller and helper	\$265.00/hr.
Additional drill helper	\$95.00/hr.
Driller/Rig preparation.....	\$95.00/hr.
Staff Professional	\$145.00/hr.

AUXILIARY EQUIPMENT/MISCELLANEOUS

Support truck.....	\$120.00/day + \$0.75/mile
Drill support trailer	\$130.00/day
Generator	\$115.00/day
Per diem	Per Quote
Traffic control equipment (signs, cones)	Per Quote

DRILLING RATES (PREVAILING WAGE)

Mobile B-53 with driller and helper	\$345.00/hr.
Simco EP200 direct-push rig	\$345.00/hr.
Additional drill helper	\$130.00/hr.

Hourly rates for prevailing wage projects are subject to adjustment based upon changes in general prevailing wage determinations or their application by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2021.

BASIS OF CHARGES

1. Minimum drill time is 4 hours. Drill crew overtime (hours more than 8 hours a day) and Saturday work are 1.5 times the hourly rate. Sunday work is two times the hourly rate. Holiday work is per quote.
2. Rates for 3-man crew available on request.
3. Assembly and demobilization of materials are charged at the drill helper hourly rate.
4. Subcontractors are charged on a cost plus 20% basis.
5. Materials are charged on a cost plus 20% basis.
6. Drilling in material that causes more than normal wear to the equipment may be subject to additional charges. The client will be notified prior to drilling in such material.
7. Earth Systems Pacific's drillers and drill crews have been trained in the 40-hour course developed by the EPA and will satisfy the Federal OSHA requirements (29-CFR 1910-120) for personnel working on sites containing hazardous materials.
8. Drilling jobs must be confirmed a minimum of 48 hours prior to the start of work. Jobs cancelled less than 48 hours prior to the start of work will be subject to the 4-hour minimum charge, plus any charges for material acquisition, rig preparation, etc., that have been incurred.
9. The client is responsible for the accurate location of all subterranean structures and utilities, and agrees to waive any claim against Earth Systems Pacific for damage done to subterranean structures and utilities not identified or accurately located. The client also agrees to obtain free access to the site for all equipment and personnel necessary for Earth Systems Pacific to perform the work.



EXPERT WITNESS SERVICES

(Effective January 1, 2021)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$450.00
Associate Professional	\$375.00
Senior Professional	\$300.00
Project Professional	\$275.00
Staff Professional	\$225.00
Clerical/Admin Services	\$150.00

SPECIAL SERVICES

Deposition	\$420.00/hr.
Arbitration	\$420.00/hr.
Court Appearance/Hearings	\$2,000.00/half day
Standby to Appear	\$1,000.00/day

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



June 20, 2025

Mr. John Smith
Tartaglia Engineering
P.O. Box 476
Pismo Beach, CA 93448

PROJECT: SANTA MARIA REGIONAL AIRPORT (SMX)
RUNWAY 12-30 REHABILITATION
SANTA MARIA, CALIFORNIA

SUBJECT: Request for Professional Service Fee Proposal for Construction Phase Quality Assurance and Acceptance Materials Testing Services, from Tartaglia Engineering, dated June 12, 2025

Dear Mr. Smith:

Earth Systems Pacific (Earth Systems) is pleased to present this cost proposal for the Santa Maria Airport's Runway 12-30 Rehabilitation Project. This proposal has been prepared per the issued Request for Proposal (RFP) dated June 12, 2025. We understand that the project is planned to begin construction in August of 2025 and that it will be subject to Prevailing Wage Law.

We understand that the project includes rehabilitation of Runway 12-30 and auxiliary improvements.

This proposal is based upon our review of the RFP. The attached fees are for typical QA testing and reporting, with management oversight of our personnel. We understand that Tartaglia Engineering will provide an overall Resident Project Representative (RPR); we have assumed that our services will be coordinated by the RPR.

Our estimate of fees has been split up between the project's Base Bid and Additive Alternate scopes. The proposed preconstruction and project administration task scope includes scheduling and resource management, budget and scope monitoring, and any necessary training prior to construction beginning. It also includes general test reporting, DIR reporting, and project oversight. The proposed preconstruction task includes attendance at the preconstruction meeting as well as the QA/QC Workshop. Also included is time to review the Contractor's Quality Control Program submittal, the P-401 mix design submittal, the P-610 mix design submittal and material submittals for P-209 and P-154. The proposed QA material testing task will include performing necessary quality acceptance tests in accordance with the project plans and specifications and applicable test methods during project construction, reporting of test results to the Engineer, communication of non-compliance issues, and other necessary tasks associated with QA testing oversight.

Please see the proposed cost estimate of fees attached.

CONDITIONS

The fees and conditions of this proposal will remain in effect for the duration of this project, assuming it is completed by December 31, 2025. Our technicians and inspectors will attempt, wherever possible, to combine inspections or test multiple items during our site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's



schedule, and the progress of the work, the fees in the attached document are to be considered as estimates only and shall not be construed as guaranteed maximum fees. The invoices will reflect the actual amount of time spent and service performed and may be greater or less than the estimated amounts. Services will be invoiced on a monthly basis. Based on our current workload, the lead engineer for this project will be the undersigned.

Management and oversight services are expected to be provided largely during regular working hours (i.e., Monday through Friday, 0700 through 1700). All field services provided at night will be billed at overtime rates. Field services provided during regular working hours (if any) will be billed in 1-hour increments, with a minimum of 4 hours per visit; office time is billed in 0.5-hour increments.

The client is to supply the latest plans and specifications and to notify us of any changes pertinent to the performance of our testing and observation services. The client or client's agent is responsible for contacting this firm when the project begins, and when specific testing services are required. Should unforeseeable conditions require a different approach or additional work, this fee quotation may need to be revised. We would notify the client of any major changes in the proposed scope of work prior to initiating such a change.


Charges for retests or reinspections due to failing results, or when tests or inspections are requested but the contractor is not ready and does not cancel our personnel, are also not included in the estimate and will be billed at hourly rates. This firm will not be responsible for backcharging the contractor for retests or reinspections.


If the client finds the scope of work and estimated fees satisfactory, return of the attached work order, signed and dated by the party responsible for payment, will constitute authorization for work to begin. Please also return the attached SB 854 DIR and eCPR Compliance Information Request form to allow for processing of certified payroll reports. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Earth Systems Pacific


Sydney Johnson
Project Manager


Robert Down, PE 70206
Senior Vice President

Attachments: Testing and Inspection Estimate dated June 20, 2025
 Work Order/Terms
 Prevailing Wage and Accounts Payable Information Request Form
 Fee Schedule

Doc. No.: SLO-2506.048.PRP/pm



COST ESTIMATE

PROJECT:
SANTA MARIA AIRPORT
RUNWAY 12-30 REHABILITATION

ESP DOC. NO.: SLO-2506-048.PRP
JUNE 20, 2025

BASE BID				
PRECONSTRUCTION				
PRINCIPAL PROFESSIONAL	8	HR	\$230.00	\$ 1,840.00
PROJECT PROFESSIONAL	24	HR	\$175.00	\$ 4,200.00
TECHNICIAN	12	HR	\$115.00	\$ 1,380.00
ASSOCIATE PROFESSIONAL	4	HR	\$215.00	\$ 860.00
MILEAGE	280	MI	\$0.85	\$ 238.00
SUBTOTAL BASE BID: PRECONSTRUCTION				\$ 8,518.00
QUALITY ASSURANCE (QA) TESTING				
LABORATORY - AASHTO CERTIFICATION	1	EA	\$1,500.00	\$ 1,500.00
MOBILE LAB MOBILIZATION/DEMobilIZATION	2	EA	\$950.00	\$ 1,900.00
IGNITION OVEN CALIBRATION	1	EA	\$850.00	\$ 850.00
TECHNICIAN - P-401 CONTROL STRIP	16	HR	\$160.00	\$ 2,560.00
TECHNICIAN - P-401 CONTROL STRIP - OVERTIME	8	HR	\$240.00	\$ 1,920.00
BINDER CONTENT - P-401 CONTROL STRIP	6	EA	\$275.00	\$ 1,650.00
SIEVE ANALYSIS - IGNITION RESIDUE - P-401 CONTROL STRIP	6	EA	\$285.00	\$ 1,710.00
MAT AND JOINT CORES - P-401 CONTROL STRIP	12	EA	\$270.00	\$ 3,240.00
TECHNICIAN - P-401 PRODUCTION	96	HR	\$160.00	\$ 15,360.00
TECHNICIAN - P-401 PRODUCTION - OVERTIME	48	HR	\$240.00	\$ 11,520.00
TECHNICIAN - P-610 SAMPLING/RETURN SAMPLES TO LAB NEXT DAY	24	HR	\$160.00	\$ 3,840.00
CONCRETE COMPRESSION TESTS	6	SET	\$225.00	\$ 1,350.00
TECHNICIAN - EARTHWORK	24	HR	\$160.00	\$ 3,840.00
MAX DENSITY/OPTIMUM MOISTURE CURVE	3	EA	\$330.00	\$ 990.00
MOISTURE	22	EA	\$40.00	\$ 880.00
SIEVE ANALYSIS - P-207	1	EA	\$250.00	\$ 250.00
DENSITY TESTS	14	EA	\$10.00	\$ 140.00
PROJECT PROFESSIONAL	30	HR	\$175.00	\$ 5,250.00
PRINCIPAL PROFESSIONAL	8	HR	\$230.00	\$ 1,840.00
LAB CHARGE - MOBILE LAB	12	DAY	\$900.00	\$ 10,800.00
MILEAGE	480	MI	\$0.85	\$ 408.00
SUBTOTAL BASE BID: QUALITY ASSURANCE (QA) TESTING				\$ 71,798.00
TOTAL: BASE BID				\$ 80,316.00

ADDITIVE ALTERNATE				
QUALITY ASSURANCE (QA) TESTING				
TECHNICIAN - P-401 PRODUCTION	84	HR	\$160.00	\$ 13,440.00
TECHNICIAN - P-401 PRODUCTION - OVERTIME	28	HR	\$240.00	\$ 6,720.00
TECHNICIAN - P-610 SAMPLING/RETURN SAMPLES TO LAB NEXT DAY	16	HR	\$160.00	\$ 2,560.00
CONCRETE COMPRESSION TESTS	6	SET	\$225.00	\$ 1,350.00
TECHNICIAN - EARTHWORK	24	HR	\$160.00	\$ 3,840.00
MAX DENSITY/OPTIMUM MOISTURE CURVE	3	EA	\$330.00	\$ 990.00
MOISTURE	22	EA	\$40.00	\$ 880.00
SIEVE ANALYSIS - P-207	1	EA	\$250.00	\$ 250.00
DENSITY TESTS	22	EA	\$10.00	\$ 220.00
PROJECT PROFESSIONAL	20	HR	\$175.00	\$ 3,500.00
PRINCIPAL PROFESSIONAL	6	HR	\$230.00	\$ 1,380.00
LAB CHARGE - MOBILE LAB	7	DAY	\$900.00	\$ 6,300.00
MILEAGE	320	MI	\$0.85	\$ 272.00
SUBTOTAL ADD. ALT: QUALITY ASSURANCE (QA) TESTING				\$ 41,702.00
TOTAL: ADDTIVE ALTERNATE				\$ 41,702.00

COST ESTIMATE SUMMARY	
BASE BID:	\$ 80,316.00
BID ALT 1:	\$ 41,702.00
TOTAL:	\$ 122,018.00



EARTH SYSTEMS

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: June 20, 2025 **Doc. No.:** SLO-2506-048.PRP

Name of Project: SANTA MARIA REGIONAL AIRPORT (SMX) RUNWAY 12-30 REHABILITATION

Order Received by: Sydney Johnson

Client Name: Tartaglia Engineering, Attn.: John Smith

Client Address: PO Box 476, Pismo Beach, California 93448

Location of Project: Santa Maria Airport, Santa Maria, California

Scope of Services: Per proposal dated June 20, 2025

Fees to be Charged: Per proposal dated June 20, 2025*

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Earth Systems Pacific

DIR Public Works Registration No. 1000003643



Robert W. Down, PE 70206
Senior Vice President

June 20, 2025

Date

**PLEASE RETURN A SIGNED COPY
TO EARTH SYSTEMS PACIFIC**

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

* Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

January 2025 Fee Schedule

TERMS FOR SERVICES

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	

Doc. No.: SLO-2506-048.PRP/pm



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FEE SCHEDULE

(Effective January 1, 2025)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$245.00
Associate Professional	\$230.00
Senior Professional	\$215.00
Project Professional	\$190.00
Staff Professional	\$160.00
Special Inspector, Prevailing Wage*	\$170.00
Technician, Prevailing Wage*	\$160.00
Field Services Supervisor	\$160.00
Technical Assistant.....	\$130.00
Special Inspector.....	\$125.00
Technician	\$115.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half. Work performed on Sundays and holidays, or when time exceeds 12 hours in one day, is at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in one-hour increments and accumulate on a portal-to-portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.85/mile (portal-to-portal).
6. Nuclear density gauge charge: \$10.00/test.
7. Weekly special inspection report charged at staff engineer hourly rate.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20%. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
11. Rates are effective through December 31, 2025.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and after 4 hours will be billed in 1-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative service rates.



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FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2025)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (technician rate) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index	\$260.00
California Bearing Ratio, 3 Points; Incl. Ref Maximum Density.....	\$700.00
California Bearing Ratio, 9 Points; Incl. Ref Maximum Density.....	\$975.00
Consolidation, One Dimensional	\$260.00
Consolidation, Timed, Per Point	\$110.00
Corrosivity Tests	Per Quote
Direct Shear, 3 Points Minimum	\$315.00
Expansion Index Test.....	\$230.00
Maximum Density and Optimum Moisture: 4" Mold	\$330.00
Maximum Density and Optimum Moisture: 6" Mold	\$330.00
Maximum Density and Optimum Moisture: California Impact	\$330.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$40.00
Permeability Tests, Constant Head or Falling Head	Per Quote
R-Value	\$355.00
R-Value, CA State Highway/Set of 3, Cement, Lime, Other Additives	\$975.00
Hydro Collapse Potential	\$175.00
Sieve/Hydrometer Analysis, Assumed Specific Gravity, with 200 Wash.....	\$315.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 Wash Only	\$135.00
Sieve Analysis with Wash	\$230.00
Sieve Analysis, Oversize Material	\$250.00
Specific Gravity	\$185.00
Swell Test, Undisturbed.....	\$215.00
Swell Test, Remolded	\$240.00
Unconfined Compressive Strength, Untreated	\$185.00
Unconfined Compressive Strength, Lime or Cement Treated Material	\$190.00

THERMAL RESISTIVITY TESTS

Concrete, 1 Point with Moisture Content (Requires Special Collection Process)	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, Per Moisture Point, Per Sample.....	Per Quote
Soil, 3 Moisture Points with Dry-Out Curve, Per Sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$310.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560.00
Absorption, Coarse Aggregate	\$110.00
Absorption, Fine Aggregate.....	\$160.00
Clay Lumps and Friable Particles in Aggregate	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, Each Size	\$160.00
Durability Index, Coarse or Fine Aggregate	\$210.00



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FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2025)

CONCRETE AGGREGATE-Continued

Flat and Elongated Particles in Aggregate	\$125.00
Organic Impurities in Fine Aggregate	\$110.00
Potential Reactivity of Aggregate by Chemical Method, Each Size	Per Quote
Sand Equivalent	\$180.00
Sieve Analysis, Washed	\$220.00
Soundness, Sodium Sulfate, 5 Cycles	\$510.00
Specific Gravity, Coarse Aggregate.....	\$160.00
Specific Gravity, Fine Aggregate	\$160.00
Uncompacted Void Content of Fine Aggregate, with Fine Aggregate Angularity	\$290.00
Unit Weight of Aggregate.....	\$160.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test/Storage of Cast Cylinders (4x8)	\$45.00
Compression Test/Storage of Cast Cylinders (6x12)	\$75.00
Compression Test of Cored Samples, Cored at Laboratory.....	\$120.00
Compression Test of Cores Delivered by Others.....	\$100.00
Compression Test of Lightweight Concrete	\$55.00
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$115.00
Flexural Strength, Simple Beam with Third Point Loading	\$190.00
Grading of Shotcrete Cores	\$490.00
Sample Storage, Monthly Per Sample	\$45.00
Shrinkage, Set of 3.....	\$420.00
Unit Weight of Lightweight Concrete.....	\$140.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam	\$75.00

MASONRY

Absorption of Block, Set of 3	\$165.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples	\$55.00
Compression Test on Block, Set of 3	\$165.00
Compression Test on Grouted Prisms, Includes Cutting	\$200.00
Compression Test on Masonry Cores.....	\$85.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, Set of 3.....	\$245.00
Moisture Content of Block as Received, Set of 3	\$130.00
Shear Test on Masonry Cores, 2 faces	\$185.00
Specific Gravity and Unit Weight of Block, Set of 3.....	\$175.00

FIREPROOFING

Fireproof Bond Test.....	Per Quote
Fireproofing Density Test	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples.....	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 3	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 5	\$400.00
Compaction of Lab Samples, Marshall Method Set of 3 – (50 blows/side).....	\$245.00
Compaction of Lab Samples, Marshall Method Set of 3 – (75 blows/side).....	\$260.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, Per Set of Field Mixed Asphalt.....	\$495.00



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FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2025)

ASPHALT CONCRETE-Continued

Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt.....	\$890.00
Ignition Oven Binder Content, After Initial Correction Value is Determined	\$275.00
Ignition Oven Binder Content Correction Value Per Mix Design, Average of 3.....	\$850.00
Ignition Oven Gradation Correction Value, Per Mix Design	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, Set of 3.....	\$240.00
Stabilometer, Hveem S-Value, Set of 3	\$350.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, Sample Preparation Not Included	\$75.00
Pipe Flattening Test, Sample Preparation Not Included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$175.00
Structural Steel Bend Test, Sample Preparation Not Included.....	\$75.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, Sample Prep Not Included	\$75.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$185.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote

BOLT TESTS

Bolt Tests, Chemical or Mechanical.....	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, Per Position	Per Quote
AWS D1.1: 1" Plate, Per Position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-Volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment	\$25.00/hr.
Bailer (Disposable) with Dedicated Rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	\$280.00/day
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw.....	\$90.00/day
DIR Compliance/eCPR	\$100.00/week
Double Ring Infiltrometer (Per Set)	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
DSA Box Posting	\$100.00/week
Dynamic Cone Penetrometer (DCP)	\$150.00/day
Dynamometer, In-line Scale	\$200.00/day
Hammer Drill	\$65.00/day
Hand Auger/Sampler Equipment	\$65.00/day
LOCK N' LOAD® VOC Sample Preservation System	\$35.00/ea.
Magnetic Particle Equipment	\$200.00/day
Manometer.....	\$155.00/day
Mini-Troll Groundwater Level Transducer	\$115.00/day
Mobile Laboratory	Per Quote



FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2025)

EQUIPMENT/CHARGES (Does Not Include Personnel)-Continued

Nuclear Density Equipment, Per Test.....	\$10.00/ea.
Paint Thickness/Hardness Meter	\$140.00/day
Per Diem	Per Quote
Percolation Tank System and Trailer	\$260.00/day
Personal Protective Equipment Level C.....	Per Quote
Photo-Ionization Detector (PID)	\$100.00/day
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$80.00/day
Reinforcing Steel Image (GPR).....	\$50.00/image
Reinforcing Steel Locating Equipment (DR-Meter)	\$200.00/day
Reinforcing Steel Locating Equipment (GPR)	\$400.00/day
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$250.00/day
Slope Inclinator Equipment, Per Hole	\$35.00/day
Soil Sampling Containers (Glass)	\$10.00/ea.
Soil Sampling Containers (Metal)	\$25.00/ea.
Submersible pump with controller.....	\$125/well/day
Tape Extensometer	\$200.00/day
Tension Equipment	\$200.00/day
Torque Equipment.....	\$200.00/day
Turbidity Meter	\$100.00/day
Vehicle Mileage Charge.....	\$0.85/mile
Water Level Indicator	\$55.00/day
Water quality multi-parameter probe	\$100.00/day
Winsor Probe, Set of 3.....	\$110.00/day



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DRILLING SERVICES

(Effective January 1, 2025)

DRILLING AND SAMPLING CAPABILITIES

- Geotechnical borings to depths of 75 feet.
- Borings for hazardous materials studies.
- Monitoring well and piezometer installation.
- Drill crews experienced in hazardous materials drilling and sample acquisition.
- Drill crews trained in 40-hour Health and Safety course (HAZWOPER).
- Steam cleaners, grout mixers, and other auxiliary equipment available.
- Standard Penetration Sampler (2" o.d. split spoon).
- Modified California Sampler (lengths: 18", 24", 3" o.d.; 2.5" i.d. rings); resin fiber, brass, or stainless steel rings available.
- Shelby Tubes (3" i.d.).

DRILLING RATES (NON-PREVAILING WAGE)

DRILLING EQUIPMENT/PERSONNEL

Gtech GT-8 with driller and helper	\$350.00/hr.
Simco EP200 direct-push rig with driller and helper	\$295.00/hr.
Additional drill helper	\$115.00/hr.
Driller/Rig preparation.....	\$115.00/hr.
Staff Professional	\$160.00/hr.

AUXILIARY EQUIPMENT/MISCELLANEOUS

Support truck	\$200.00/day + \$0.85/mile
Drill support trailer	\$150.00/day
Generator	\$120.00/day
Per diem	Per Quote
Traffic control equipment (signs, cones)	Per Quote

DRILLING RATES (PREVAILING WAGE)

Gtech GT-8 with driller and helper	\$425.00/hr.
Simco EP200 direct-push rig	\$390.00/hr.
Additional drill helper	\$160.00/hr.

Hourly rates for prevailing wage projects are subject to adjustment based upon changes in general prevailing wage determinations or their application by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2025.

BASIS OF CHARGES

1. Minimum drill time is 4 hours. Drill crew overtime (hours more than 8 hours a day) and Saturday work are 1.5 times the hourly rate. Sunday work is two times the hourly rate. Holiday work is per quote.
2. Rates for 3-man crew available on request.
3. Assembly and demobilization of materials are charged at the drill helper hourly rate.
4. Subcontractors are charged on a cost plus 20% basis.
5. Materials are charged on a cost plus 20% basis.
6. Drilling in material that causes more than normal wear to the equipment may be subject to additional charges. The client will be notified prior to drilling in such material.
7. Earth Systems Pacific's drillers and drill crews have been trained in the 40-hour course developed by the EPA and will satisfy the Federal OSHA requirements (29-CFR 1910-120) for personnel working on sites containing hazardous materials.
8. Drilling jobs must be confirmed a minimum of 48 hours prior to the start of work. Jobs cancelled less than 48 hours prior to the start of work will be subject to the 4-hour minimum charge, plus any charges for material acquisition, rig preparation, etc., that have been incurred.
9. The client is responsible for the accurate location of all subterranean structures and utilities, and agrees to waive any claim against Earth Systems Pacific for damage done to subterranean structures and utilities not identified or accurately located. The client also agrees to obtain free access to the site for all equipment and personnel necessary for Earth Systems Pacific to perform the work.



EXPERT WITNESS SERVICES

(Effective January 1, 2025)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$500.00
Associate Professional	\$425.00
Senior Professional	\$375.00
Project Professional	\$300.00
Staff Professional	\$250.00
Clerical/Admin Services	\$150.00

SPECIAL SERVICES

Deposition	\$500.00/hr.
Arbitration	\$500.00/hr.
Court Appearance/Hearings	\$2,000.00/half day
Standby to Appear	\$2,000.00/day

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$4,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

**COMPENSATION AGREEMENT PURSUANT TO HEALTH AND
SAFETY CODE SECTION 34180(f) FOR TRANSFER OF
AL'S UNION PROPERTY FOR FUTURE DEVELOPMENT ACTIVITY**

This Agreement, dated for reference purposes only as of January 14, 2025, is entered into by and among the following public agencies (all of which are sometimes referred to individually as a **“Party”** and collectively as the **“Parties”**):

City of Guadalupe (**“City”**);
County of Santa Barbara (**“County”**);
Santa Maria Public Airport District (**“Airport District”**);
Guadalupe Cemetery District (**“Cemetery District”**);
Cachuma Resource Conservation District (**“Resource Conservation District”**);
Santa Maria Valley Water Conservation District (**“Water Conservation District”**);
Guadalupe Union School District (**“Guadalupe USD”**);
Santa Maria Joint Union High School District (**“Santa Maria JUHSD”**);
Allan Hancock Community College District (**“Allan Hancock CCD”**);
Santa Barbara County Education Office (**“Office of Education”**);
Santa Barbara County Flood Control and Water Conservation District
(**“Flood Control District”**);
Santa Barbara County Fire Protection District (**“SBCFPD”**); and
Santa Barbara County Water Agency (**“Water Agency”**).

The Parties to this Agreement (other than the City) are sometimes referred to individually as a **“Taxing Entity”** and collectively as the **“Taxing Entities.”**

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Guadalupe (**“Redevelopment Agency”**) was dissolved, and pursuant to Health and Safety Code Section 34173, the City serves as the successor agency to the dissolved Redevelopment Agency (the **“Successor Agency”**).

C. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (**“LRPMP”**) that addresses disposition of the real property formerly owned by the Redevelopment Agency.

D. On February 26, 2015, the LRPMP was approved by OB Resolution No. 2015-02 of the Oversight Board to the Successor Agency (the **“Oversight Board”**).

E. On September 4, 2015, the State Department of Finance (**“DOF”**) approved the LRPMP.

F. The Successor Agency owns a portion of the former Al's Union Site located at 995 Guadalupe Street, APN 115-071-001 (the "**Property**"). The LRPMP stated that the Property will be sold to a third party upon completion of remediation. The Successor Agency engaged in ongoing remediation of the Property, and after the remediation process was completed, received a letter dated June 30, 2022, from the Santa Barbara County Public Health Department providing a certification of completion of remedial action.

G. Because the Successor Agency desires to file a "**Last & Final ROPS**" (LFROPS) as soon as practicable, and the Successor Agency prefers to avoid the uncertain timing of locating a buyer to purchase the Property and negotiating a sale thereof, it sought and received approval from both the Successor Agency board and the Oversight Board to transfer the Property to the City for future development (a disposition not authorized for the Property by the LRPMP). The Successor Agency approved the transfer of the Property to the City for future development on November 28, 2023, and the Countywide Oversight Board approved the Successor Agency's action on January 17, 2024.

H. The Dissolution Law permits the Property to be conveyed by the Successor to the City for future redevelopment activities consistent with the Redevelopment Plan, and requires that such conveyance to the City shall occur upon the full execution of a compensation agreement (the "**Compensation Agreement**") between the City and the affected taxing entities (as listed in this Compensation Agreement, the "**Taxing Entities**") for the distribution of net funds received, if any, from the sale of the Property.

I. The City and the Taxing Entities desire to enter into this Agreement to provide for the distribution of net proceeds upon (i) the interim use of the Property, if any, and (ii) the sale of the Property to a third party developer for future development.

J. The Parties further desire to enter into this Agreement to provide for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) for Transfer of Al's Union Property For Future Development Activity, as may be amended from time to time.

(b) "Applicable Fiscal Year" means each Fiscal Year of the City in which the City receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Properties, as more fully described in Section 7.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "Auditor-Controller" means the Santa Barbara County Auditor-Controller.

(e) “City” means the City of Guadalupe.

(f) “DDA” means, with respect to the Property, the disposition and development agreement between the City and a Developer for that Property.

(g) “Developer” means, with respect to the Property, the developer to which the City disposes of that Property pursuant to a DDA.

(h) “Disposition Proceeds” means, with respect to each Property, the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to the DDA, less the sum of the City’s actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City’s actual, reasonable costs for normal maintenance, management and insurance of the applicable Property from the date the Property was transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(2) the City’s actual costs of any rehabilitation, improvement to alleviate blight, and capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Property is transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(3) the City’s actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA for the applicable Property to prepare the Property for disposition;

(4) the City’s actual, reasonable costs to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the Property; plus

(5) any broker’s commissions payable by the City pursuant to the DDA for the Property.

(i) “Disposition Proceeds Receipt Date” means, with respect to each Property, the date on which the City receives the proceeds from the disposition of that Property to the Developer pursuant to the DDA.

(j) “Disposition Proceeds Statement” means, with respect to each Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 5(b).

(k) “DOF” means the California Department of Finance.

(l) “Effective Date” has the meaning given in Section 2.

(m) “ERAF” means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(n) “Fiscal Year” means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(o) “Former RDA” means the Redevelopment Agency of the City of Guadalupe.

(p) “Interim Municipal Use” means an interim use by the City of the Property, such as for community space, landscape features, parking lots available for community events, and other similar uses.

(q) “Interim Municipal Use Annual Operating Proceeds” means, for each Applicable Fiscal Year, the gross revenue actually received by the City from Interim Municipal Use of the Property, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.

(r) “LRPMP” means the Long-Range Property Management Plan of the Successor Agency.

(s) “Operating Proceeds Statement” means, with respect to each Applicable Fiscal Year, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 7(c).

(t) “Oversight Board” means the Successor Agency’s oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(u) “Parties” means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. “Party” means one of the Parties individually.

(v) “Property” means a vacant 0.42-acre commercial parcel located at 995 Guadalupe Street at the corner of Guadalupe Street and 10th Street in the City of Guadalupe (APN 115-071-001), known as the “Al’s Union Site.”

(w) “Redevelopment Dissolution Statutes” means collectively ABx1 26 enacted in June 2011, as amended to date.

(x) “Redevelopment Plan” means the Redevelopment Plan for the Guadalupe Redevelopment Project adopted by the City Council of the City by Ordinance No. 85-263 on December 19, 1985.

(y) “Successor Agency” means the Successor Agency to the Guadalupe Redevelopment Agency.

(z) “Taxing Entities” means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes:

City of Guadalupe (“**City**”);
County of Santa Barbara (“**County**”);
Santa Maria Public Airport District (“**Airport District**”);
Guadalupe Cemetery District (“**Cemetery District**”);
Cachuma Resource Conservation District (“**Resource Conservation District**”);
Santa Maria Valley Water Conservation District (“**Water Conservation District**”);
Guadalupe Union School District (“**Guadalupe USD**”);
Santa Maria Joint Union High School District (“**Santa Maria JUHSD**”);
Allan Hancock Community College District (“**Allan Hancock CCD**”);
Santa Barbara County Education Office (“**Office of Education**”);
Santa Barbara County Flood Control and Water Conservation District (“**Flood Control District**”);
Santa Barbara County Fire Protection District (“**SBCFPD**”); and
Santa Barbara County Water Agency (“**Water Agency**”).

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the City and direction by the City Council to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the “City Action”). This Agreement was approved by the City Council as required hereby on January 14, 2025.

(b) Approval by the Oversight Board of the LRPMP for transfer of the Properties to the City for future development. The LRPMP was approved by the Oversight Board on February 26, 2015.

(c) Notification to DOF of the Oversight Board action and approval by DOF of the Oversight Board action approving the LRPMP. DOF notified the Oversight Board and Successor Agency of its approval of the LRPMP by letter dated September 4, 2015.

(d) Approval by the Successor Agency and the Oversight Board of the transfer of the Property to the City for future development, notwithstanding the LRPMP. The Successor Agency approved the transfer on November 28, 2023, the Countywide Oversight Board approved the transfer on January 17, 2024, and the Department of Finance issued a letter dated February 21, 2024, acknowledging receipt of the Countywide Oversight Board action. In a subsequent phone conversation, DOF stated that its approval was not required provided the Countywide Oversight Board’s approval had been obtained.

(e) Signature of this Agreement by each of the parties hereto.

Promptly following the execution of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the “Effective Date”).

Once effective, the terms and conditions of this Agreement shall apply to the date the Property is transferred to the City by the Successor Agency.

Section 3. Signatories With Respect To Certain Funds.

(a) **City.** The City of Guadalupe administers the following funds, and in addition to entering into this Agreement for the City itself, the City is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0640 City of Guadalupe (12.8351938% of 22-23 Tax Base)
- Fund #0680 Guadalupe Lighting (3.8440946% of 22-23 Tax Base)

(b) **County.** The County administers the following fund, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0001 General (15.9892704% of 22-23 Tax Base)

(c) **SBCFPD.** The SBCFPD administers the following special district and fund, and in addition to entering into this Agreement for the SBCFPD itself, the SBCFPD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #2280 Fire Protection District (0% of 22-23 Tax Base)

(d) **Flood Control District.** The Flood Control District administers the following special district, zones and funds, and in addition to entering into this Agreement for the Flood Control District itself, the Flood Control District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #2400 Flood Ctr/Water Conservation District (0.2155233% of 22-23 Tax Base)
- Fund #2460 Guadalupe Flood Zone Number 3 (0.8584783% of 22-23 Tax Base)
- Fund #2570 SM River Levee Maintenance Zone (0.1234373% of 22-23 Tax Base)

(e) **Water Agency.** The Water Agency administers the following special district and fund, and in addition to entering into this Agreement for the Water Agency itself, the Water Agency is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3050 Water Agency (0.2684557% of 22-23 Tax Base)

(f) **Airport District.** The Airport District administers the following special district and fund, and in addition to entering into this Agreement for the Airport District itself, the Airport District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3210 Santa Maria Public Airport Dst (0.9576147% of 22-23 Tax Base)

(g) **Cemetery District.** The Cemetery District administers the following special district and fund, and in addition to entering into this Agreement for the Cemetery District itself, the Cemetery District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3280 Guadalupe Cemetery District (1.9151936% of 22-23 Tax Base)

(h) **Resource Conservation District.** The Resource Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Resource Conservation District itself, the Resource Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #4500 Cachuma Resource Cons Dist (0.0022189% of 22-23 Tax Base)

(i) **Water Conservation District.** The Water Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Water Conservation District itself, the Water Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #5700 SM Vly Wtr Cons -General (0.3784720% of 22-23 Tax Base)

(j) **Guadalupe USD.** Guadalupe USD administers the following special district and fund, and in addition to entering into this Agreement for Guadalupe USD itself, Guadalupe USD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #6901 Guadalupe Union Sch Dist-Gen. (28.4494279% of 22-23 Tax Base)

(k) **Santa Maria JUHSD.** Santa Maria JUHSD administers the following special district and fund, and in addition to entering into this Agreement for Santa Maria JUHSD itself, Santa Maria JUHSD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #8301 SMJH District-General (15.3884393% of 22-23 Tax Base)

(l) **Allan Hancock CCD.** Allan Hancock CCD administers the following special district and fund, and in addition to entering into this Agreement for Allan Hancock CCD itself, Allan Hancock CCD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9410 Allan Hancock CC District-Gen (4.0807335% of 22-23 Tax Base)

(m) **Office of Education.** The Office of Education (i.e., the office of the Santa Barbara County Superintendent of Schools) administers the following funds and in addition to entering into this Agreement for the Office of Education itself, the Office of Education is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9801 County School Service (2.7683393% of 22-23 Tax Base)
- Fund #9802 Education Revenue Augmentation (ERAF) (11.9251073% of 22-23 Tax Base)

Section 4. **Conveyance of Property To City.** In consideration for the distributions to the Taxing Entities by the City through the Auditor-Controller set forth in Section 6 (updated as to percentages for the year in which the distribution occurs), the Successor Agency will convey, and the City will accept, all of the interest in and to the Property (subject to the special provisions regarding the conveyance of the Property, if any).

Section 5. **Disposition of Property By City.** Within a time frame determined by the City to yield a financially feasible and marketable development, the City shall use diligent good faith efforts to select a Developer for the Property or negotiate and obtain approval and execution of the DDA for the Property, and dispose of the Property to the Developer in accordance with the applicable DDA. City shall obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of each Property in accordance with the Redevelopment Plan. As required by Government Code Section 52201, the purchase price payable to the City for the Property under the applicable DDA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use, or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

By not later than the date of first published notice of the City Council public hearing for the applicable DDA (the "DDA Public Hearing Notice"), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA.

Upon the execution of the DDA for the Property, the City shall transmit a copy of the executed DDA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to the Property, the City shall remit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the “Applicable Shares”), as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor- Controller a statement prepared in accordance with sound accounting practice that provides the City’s calculation of the Disposition Proceeds (the “Disposition Proceeds Statement”). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor- Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7. Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which the Property is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the City (each, an “Applicable Fiscal Year”), if any. Nothing in this Agreement shall obligate the City to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Property.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the City shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(c) Governmental, Public and Community Uses Permitted. The City may use the Property for any interim use permitted by applicable laws, and may permit the Taxing Entities to use the Property without charge. The City shall have no obligation to permit the Taxing Entities to use the Property for fee-generating uses, use by for-profit third parties, political or campaign-related uses, or any other use not related to the governmental purposes of the Taxing Entities. The City may permit fundraising uses supporting the governmental purposes of the Taxing Entities or the community in the City’s sole and absolute discretion.

(d) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement: Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon (i) the earlier to occur of twenty-five (25) years from the date set forth above, or (ii) the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement, the City may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses DOF's directive regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f)(1) (an "Early Termination"). An Early Termination shall become effective five (5) days after the City delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of any Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the City was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the City shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the City prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Rights of the City. The Parties acknowledge and agree that, pursuant to applicable law, the City is entitled to receive fee title to the Property from the Successor Agency at no cost, at any time (as determined by the City and the Successor Agency), subject only to this Agreement. Except for the right to receive Disposition Proceeds (if any) pursuant to Section 6 and the right to receive Interim Municipal Use Annual Operating Proceeds (if any) pursuant to Section 7, the Parties hereby expressly acknowledge and agree as follows:

(b) The Taxing Entities (other than the City) shall have no right, title or interest in or to the Property, and

(c) The Taxing Entities (other than the City), shall have no consent or approval rights with respect to the use of the Property or any part thereof, the development of

the Property, the sale, conveyance, or transfer of the Property or any part thereof, any encumbrance of any portion of the Property, or any other matters relating to the Property during or following the Term hereof, except to the extent such Taxing Entities have regulatory authority with respect to such matters pursuant to applicable laws, and

(d) The Taxing Entities shall have no right to receive any payment or other compensation in connection with a sale of the Property by the City, including any percentage or portion of the proceeds of such sale, except for such Taxing Entity's share of Disposition Proceeds as set forth in Section 6. In this regard, the Parties acknowledge and agree that the City may (but is not required to) spend money to improve the Property in connection with any Interim Municipal Use and that such improvements, or other circumstances or market conditions, may increase the value of the Property. Such improvement costs, if any, may be deducted by the City in calculating Disposition Proceeds or Interim Municipal Use Annual Operating Proceeds, as applicable.

(e) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party at the address set forth on that Party's signature page. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section.

(f) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(g) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement and shall be responsible for its own legal fees and costs.

(h) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Santa Barbara County, California or in the Federal District Court for the Central District of California.

(i) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees and costs.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties, except as otherwise provided below.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing

the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(l) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(m) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(n) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(o) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Taxing Entities Applicable Shares of Property Taxes

(p) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(q) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Administrator or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Administrator determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the opening paragraph of this Agreement.

[signature pages S-1 through S-13 follow]

IN WITNESS WHEREOF, the City has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

CITY OF GUADALUPE, a municipal corporation

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

City Attorney

Address for Notices:

City of Guadalupe
918 Obispo Street
PO Box 918
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The County has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors
Date _____

APPROVED AS TO FORM:

**APPROVED AS TO ACCOUNTING
FORM:**

Rachel Van Mullem
County Counsel

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:
105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Airport District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA PUBLIC AIRPORT
DISTRICT**

By: _____

Name: _____

Title: President

Attest by: _____
Secretary

Approved as to form:

District Counsel

Address for Notices:

Santa Maria Public Airport District
[insert address for notices]

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Cemetery District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

GUADALUPE CEMETERY DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Deputy District Counsel

Address for Notices:

Guadalupe Cemetery District
4655 West Main Street
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Resource Conservation District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**CACHUMA RESOURCE CONSERVATION
DISTRICT**

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Cachuma Resource Conservation District
920 East Stowell Rd.
Santa Maria, CA 93454

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Water Conservation District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA VALLEY WATER
CONSERVATION DISTRICT**

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Santa Maria Valley Water Conservation District
P.O. Box 364
Santa Maria, CA 93458

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Guadalupe USD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

GUADALUPE UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: Superintendent

Attest by: _____
Chief Business Official

Address for Notices:

Guadalupe Union School District
P.O. Box 788
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Santa Maria JUHSD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT**

By: _____

Name: _____

Title: _____

Address for Notices:

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Allan Hancock CCD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**ALLAN HANCOCK COMMUNITY
COLLEGE DISTRICT**

By: _____

Name: _____

Title: _____

Address for Notices:

Allan Hancock Community College District
Attn: Associate Superintendent/Vice President, Finance
800 S. College Drive
Santa Maria, CA 93454

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Office of Education has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA BARBARA COUNTY EDUCATION
OFFICE**

By: _____

Name: _____

Title: County Superintendent of Schools

Address for Notices:

Santa Barbara Education Office
4400 Cathedral Oaks Rd.
P.O. Box 6307
Santa Barbara, CA 93160-6307

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Flood Control District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors
Date _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA, CPFO
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The SBCFPD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY FIRE
PROTECTION DISTRICT**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors
Date _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Water Agency has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY
WATER AGENCY:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors
Date _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

EXHIBIT A

ILLUSTRATIVE TAXING ENTITIES APPLICABLE SHARES OF PROPERTY TAXES

Below is the allocation percentages for FY 22-23 for proceeds of a sale of an asset:

		Calculate TRA Allocation Ratios 34188	
		A	B = A / Σ A
1	Fund Taxing Agency	Property Tax Increment Dollars from TRAs within RDA Boundaries FY 22-23	Ratio %
2	0001 General	446,761	15.9892704%
3	0640 City of Guadalupe	358,632	12.8351938%
4	0680 Guadalupe Lighting	107,409	3.8440946%
5	0685 Guadalupe Redevelopment Agency		
6	2280 Fire Protection Dist	0	0.0000000%
7	2400 Flood Ctrl/Wtr Cons Dst Mt	6,022	0.2155233%
8	2460 Guadalupe Flood Zone Number 3	23,987	0.8584783%
9	2570 SM River Levee Maint Zone	3,449	0.1234373%
0	3050 Water Agency	7,501	0.2684557%
1	3210 Santa Maria Public Airport Dst	26,757	0.9576147%
2	3280 Guadalupe Cemetery District	53,513	1.9151936%
3	4500 Cachuma Resource Cons Dist	62	0.0022189%
4	5700 SM Vly Wtr Cons - General	10,575	0.3784720%
5	6901 Guadalupe Union Sch Dist-Gen	794,914	28.4494279%
6	8301 SMJH District-General	429,973	15.3884393%
7	9410 Allan Hancock CC Dist-Gen	114,021	4.0807335%
8	9801 County School Service	77,351	2.7683393%
9	9802 Education Revenue Augmentation	333,203	11.9251073%
0		2,794,130	1.0000000%

TRANSPORTATION SERVICES AGREEMENT
Between Santa Maria Public Airport District and SkyWest Airlines, Inc.

This Transportation Services Agreement (this “Agreement”) is made and entered into this ____ day of _____ 2025 (the “Effective Date”), by and between SkyWest Airlines, Inc., a Utah domestic business corporation, (“SkyWest”) and the Santa Maria Public Airport District, a California special district formed under the California Airport District Act, Cal. Pub. Util. Code section 22001 et seq. (“Entity”). Capitalized terms used and not otherwise defined shall have the meaning set forth in Section 1 below.

WITNESSETH:

A. SkyWest operates as an American Connection carrier pursuant to an agreement with American Airlines Group, Inc. (“American”)

B. SkyWest and Entity desire for SkyWest to provide nonstop jet service between the Market Segments identified below, operated as American Eagle branded flights.

C. SkyWest has agreed to provide such service subject to the terms and conditions hereinafter set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual obligations and undertakings hereinafter set forth, the parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

“Airline Costs” means, for each Market Segment, the sum of Non-Fuel Costs and Fuel Costs attributable to the operations of such Market Segment, determined in accordance with standard SkyWest accounting practices and applicable industry standards, as the case may be.

“Commencement Date” means, as to each Market Segment, the date of the commencement of first operation of Market Segment flight.

“Fuel Costs” means, as to each Market Segment, the actual fuel costs, including related fueling costs, taxes and fees, associated with operating such Market Segment, and taking into account any and all discounts, subsidies, markdown, rebate, or other reduction on cost (if any) that may be provided to SkyWest in connection with fuel and fueling associated with operating such Market Segment.

“Market Passenger Revenue” shall mean, for each Market Segment, the product of total revenue passengers for such Market Segment multiplied by the average market segment fares for such Market Segment, in each case, determined in accordance with standard industry practice.

“Market Segments” means round trip non-stop service between the following airports:

Santa Maria Airport (SMX) to Phoenix Sky Harbor (PHX).

“Maximum Subsidy Amount” means two-million dollars (\$2,000,000.00).

“Non-Fuel Costs” will, as to each Market Segment, be calculated as a fixed rate of three thousand, seven hundred and seventy-five dollars (\$3,775) per block hour of operation, determined in accordance with standard industry practice, with respect to such Market Segment.

“Term” has the meaning set forth in Section 5 below.

2. **Scheduling and Commencement Date.** As to each Market Segment, SkyWest will schedule the following American Eagle branded round-trip flights on CRJ 700/900 aircraft with a minimum of seventy-six (76) seats as follows:

October 15, 2025, to September 30, 2027 -- at least two (2) daily/fourteen (14) weekly¹; with an anticipated Commencement Date of October 15, 2025.

3. **Monthly Statements and Quarterly Statements.**

- A. Within fifteen (15) days following the end of each calendar month during the Term, SkyWest will provide Entity a summary of the following data for each Market Segment for the previous month: revenue, Fuel Costs, block hours of operation and the corresponding Non-Fuel Costs, load factors and number of revenue passengers for the Market Segment for the previous month, in each case determined in accordance with standard SkyWest accounting practices and applicable industry standards, as the case may be.
- B. At the end of each calendar quarter during the Term, SkyWest will determine the following data for each Market Segment during such calendar quarter: average market segment fares, the number of revenue passengers, the number of flights, the total block hours operated, the Market Passenger Revenue, and the Airline Costs, in each case determined in accordance with standard SkyWest accounting practices and applicable industry standards, as the case may be.

4. **Operating Subsidy.** If, for any calendar quarter, the combined Market Passenger Revenue for all Market Segments, is greater than the combined Airline Costs for all Market Segments, then, no subsidy is owed by Entity to SkyWest for such calendar quarter. If, however, for any calendar quarter, the combined Airline Costs for all Market Segments are greater than the combined Market Passenger Revenue for all Market Segments, then, the difference will be paid by the Entity to SkyWest as its subsidy for such period, with such payment to be paid within thirty (30) days after Entity receives an invoice reflecting such subsidy amount from SkyWest. In no event will the cumulative subsidy payments during the Term under this Agreement, if any, paid by Entity to SkyWest exceed the Maximum Subsidy Amount. The operating subsidy shall be calculated and paid in accordance with this section, and the Maximum Subsidy Amount does not constitute a guaranteed payment by Entity to SkyWest.

5. **Term.**

- A. The term of this Agreement shall commence on the Effective Date, and terminate on September 30, 2027, or until the Maximum Subsidy Amount has been paid by Entity to SkyWest, whichever comes first; or, unless otherwise earlier terminated as provided herein (the "Term").
- B. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.
- C. If Entity fails to make any subsidy payment required hereunder within five (5) days after receipt of written notification from SkyWest specifying such default, then SkyWest may terminate this Agreement at its sole option by written notice to Entity.

¹ Some exceptions may be possible on limited days subject to American targeted schedule reductions at affected airport. All frequencies are to be scheduled on a nonstop basis. Operational issues resulting in cancellations will not be billed to the Entity. The actual Commencement Date may vary based American scheduling.

6. **Operations.** All Market Segment flights under this Agreement will be operated by SkyWest in accordance with all applicable laws and regulations of the U.S. Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration and in accordance with SkyWest's agreement with American.
7. **Limitation on Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CLAIMS FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT OR SIMILAR LAW, RULE OR GOVERNMENTAL REGULATION OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, AND EACH PARTY RELEASES THE OTHER PARTIES AND THEIR AFFILIATES FROM LIABILITY FOR ANY SUCH DAMAGES.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah (excluding Utah conflict of laws principles that might call for the application of the law of another jurisdiction) as to all matters.
9. **Waiver of Jury Trial.** Each party hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect of any litigation arising out of, under or in connection with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other party for its failure to perform its responsibilities hereunder in the event and to the extent that such performance is delayed or prevented for a period of at least fifteen (15) consecutive business days, by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, epidemics, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, riots or the recovery from such cause ("Force Majeure"). Either party may terminate this Agreement immediately if the other Party is unable to perform its obligations hereunder due to any such Force Majeure event for a period of thirty (30) consecutive days or more.
11. **Notices.** All notices, demands, requests, consents, and approvals by either party to this agreement shall be made in writing and sent by U.S. mail, or by recognized overnight courier, or by hand delivery, or by facsimile transmission (if confirmed by email, overnight courier or hand deliver). All such notices shall be addressed as follows:

To: Santa Maria Public Airport District
3217 Terminal Dr
Santa Maria, CA 93455
Attn: General Manager

To: SkyWest Airlines
444 South River Road
St. George, UT 84790
Attn: Wade Steel

12. **Miscellaneous.** This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreement between the parties concerning the subject matter of the Agreement. This Agreement supersedes any provision of any other agreement between the parties hereto to the extent such provision relates to the same or similar matters addressed herein. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect. This Agreement may not be transferred, modified, amended or assigned, in whole or in part, except in a writing signed by the parties. If an assignment occurs, the assignment shall not relieve the assigning party of its

liabilities or obligations under this Agreement. This Agreement is binding upon successors and assigns of the parties. A waiver by either party of any term or condition of this Agreement in one or more instances shall not constitute a permanent waiver of the term or condition or of any other term or condition of this Agreement or a general waiver.

IN WITNESS WHEREOF, the parties hereto affix their duly authorized signatures as of the date set forth on the first page of this Agreement.

SANTA MARIA PUBLIC AIRPORT
DISTRICT ("ENTITY")

SKYWEST AIRLINES, INC. ("SKYWEST")

By: _____
Ignacio Moreno, President

By: _____
Wade Steel, Chief Commercial Officer

ATTEST:

By: _____
Steve Brown, Secretary

Approved as to content for Entity:

By: _____
Martin Pehl, General Manager

Approved as to form and legal effect
for Entity:

By: _____
Adamski Moroski Madden Cumberland
& Green LLP, District Legal Counsel



July 10, 2025

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject

Authorization for the General Manager and the Vice President to attend the 2025 NBAA Business Aviation Convention & Exhibition to be held October 14-16, 2025, in Las Vegas, NV.

Summary

The NBAA Convention is the premier gathering for the business aviation community, showcasing the latest innovations, trends, and technologies that shape the future of air travel. Organized by the National Business Aviation Association, the event attracts a wide array of attendees, including aircraft manufacturers, service providers, flight departments, and aviation enthusiasts. This event will allow Airport Management an opportunity to interface with flight departments to begin marketing the Customs facility.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration	2		\$430.00	\$860.00
	Air Transportation	2		\$500.00	\$1,000.00
	Ground Transportation	2		\$100.00	\$100.00
	Lodging	2	4	\$158.00	\$1,264.00
	Meals	2	4	\$100.00	\$800.00
	Total:				\$4,024.00

Overall Impact:

2025-2026 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	
Current Balance for Business Travel	\$30,000.00
Amount of this Request	\$4,024.00
Balance Remaining if Approved	\$25,976.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
Manager of Finance and Administration



July 10, 2025

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject

Authorization for two staff members, one board member, and the social media consultant to take the inaugural flight to Phoenix as part of a marketing campaign and flight awareness.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration				\$0.00
	Air Transportation	4		\$392.00	\$1,568.00
	Ground Transportation				\$0.00
	Lodging				\$0.00
	Meals				\$0.00
	Total:				\$1,568.00

Overall Impact:

2025-2026 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$4,024.00
Current Balance for Business Travel	\$25,976.00
Amount of this Request	\$1,568.00
Balance Remaining if Approved	\$24,408.00

Recommendation

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade
Manager of Finance and Administration



July 10, 2025

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject

Authorization for one staff member to attend the Takeoff North America Air Service Development Conference to be held November 4-6, 2025, in Tallahassee, FL.

Summary

Join the North American air service development community this November in Tallahassee, Florida, for TakeOff North America 2025. The event will see airlines, airports, destinations and suppliers from across the US come together to continue to grow the region's air services.

Budget

		Attendees	Days	Rate	Total
Fees:	Registration				\$0.00
	Air Transportation	1		\$736.00	\$736.00
	Ground Transportation			\$100.00	\$100.00
	Lodging	1	4	\$319.00	\$1,276.00
	Meals	1	5	\$100.00	\$500.00
	Total:				\$2,612.00

Overall Impact:

2025-2026 Budget for Business Travel	\$30,000.00
Previously Approved Business Travel	\$4,024.00
Current Balance for Business Travel	\$24,408.00
Amount of this Request	\$2,612.00
Balance Remaining if Approved	\$21,796.00

Recommendation

Staff recommends the Board approve this conference.
Sincerely,

Veroneka Reade
Manager of Finance and Administration

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/568-2249

www.sblafco.org ♦ lafco@sblafco.org

May 12, 2025

TO: Members of the Independent Special District Selection Committee

SUBJECT: Nominations for one Regular Special District Member to Santa Barbara LAFCO;

CALL FOR NOMINATIONS FOR AND NOTICE OF ELECTION FOR LAFCO

REGULAR SPECIAL DISTRICT MEMBERS

This is a Call for Nominations of one Regular Special District Member to serve the unexpired term as the special district members on LAFCO. It is recommended that this be placed on your Board's Agenda. The Committee is made up of the presiding officer of each district; however, if a presiding officer is unable to participate, a district board may appoint one of its members as an alternate to participate in the presiding officer's place, a copy of the meeting minutes showing the appointment needs to be presented along with your nomination form.

A Nomination Form is attached and must be filled out and signed by the presiding officer of a district or, if that person is unable to participate, then by his or her alternate as designated by the district board. (See GC § 56332.) Nominations are requested by no later than July 11, 2025.

1. **Nominations for one LAFCO Regular Special District Member.** The current term of office of the current Regular Special District Member ends on March 1, 2026. The newly elected member will serve the remaining term of office or until the appointment and qualification of his or her successor. The unexpired term of office ends on March 1, 2026.
2. **Voting Requirements.** The Independent Special District Selection Committee consist of the presiding officer of the legislative body of each independent special district. If the presiding officer of an independent special district is unable to participate in the nomination process or an election, the legislative body of the district may appoint one of its members as an alternate to participate in the presiding officer's

place. A copy of the meeting minutes showing the appointment needs to be presented along with your nomination form and future ballot.

3. **Nomination Period and Voting Period.** The Nomination Period will end on July 11, 2025. Following the nomination period, unless there is only one nominee for a seat, ballots containing the names of qualified nominees will be mailed to each eligible special district. The voting period will be up to 30-days.
4. **Quorum; Majority Vote; Possible Runoff Election.** There are 39 special districts. For the election to be valid, at least 20 valid votes must be received. Election shall be by a majority of those voting, and not by plurality. In the event that a nominee does not receive a majority of votes cast, a runoff election shall be held between the two nominees receiving the highest number of votes.

Notice: There will be no election if pursuant to Government Code section 56332(c)(2), “[at] the end of the nomination period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed” to the Commission.

Nominations for one Regular Special District Member should be submitted to the LAFCO Executive Officer, at the following address, faxed, or emailed by **July 11, 2025**. Nomination Forms are attached to this notice.

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street, Santa Barbara CA 93101
FAX 805/568-2249
Email Address: lafco@sblafco.org

Please contact the LAFCO office if you have any questions.

Sincerely,



Mike Prater
Executive Officer

Enc.



July 3, 2025
Updated July 9, 2025

Santa Maria Airport (SMX) Collaborative Local Marketing Proposal

Coordinated by the Economic Development Commission, Santa Maria Valley Chamber & Visitors Bureau, and the Santa Maria Airport

To support the successful launch and ongoing local promotion of expanded flight service at the Santa Maria Airport (SMX), this proposal outlines a collaborative local marketing and outreach strategy. This plan strategically distributes responsibilities among three core partners: the Economic Development Commission (EDC), the Chamber of Commerce's marketing team, and the Santa Maria Airport (SMX). Together, these entities will ensure a unified, high-impact campaign that engages the community, supports the business sector, and attracts travelers.

Led by the Economic Development Commission (EDC)

All EDC services are provided within a current EDC contract. The EDC will take the lead on business-focused outreach and stakeholder engagement, laying the foundation for broad community support.

- **Utility Bill Insert Requests**
The EDC will coordinate with local utility companies to request the inclusion of campaign bill inserts.
- **Wine Splits Sourcing**
The EDC will reach out to Cambria to secure wine splits for promotional gifting and celebratory events.
- **Flight Guest List Coordination**
The EDC will compile a strategic guest list for inaugural events, including key stakeholders, elected officials, and business leaders.
- **Outreach for New Flight Services**
The commission will help drive direct outreach efforts to the business community to build awareness and support.

Led by the Chamber's Marketing Team in Partnership with KPS3

The Chamber's marketing team will manage the creative execution, local promotional strategy, and agency coordination, ensuring consistency and professionalism across all public-facing



elements. The team will work in collaboration with the Airport District to ensure all campaign goals, deliverables, and timelines are met through a coordinated, strategic approach.

- **Design & Creative Services**

This includes the design of:

- Campaign ad development
- Utility bill inserts
- Wine split labels
- Event invitations

- **Owned Media**

- Business Connection Magazine: Coordination of SMX content and deadline management.
- Annual Visitor Guide: Integration of SMX content into upcoming editions.
- Weekly Fav 5 on Wed.
- Weekly eblast on Wed.
- Adhoc Mass emails
- Monthly Local Business Spotlight
- Monthly Editorial in SM Times
- City street map

- **Organic Social Media Strategy & Management**

Creation and scheduling of strategic posts to promote flights, events, and milestones. Instagram, Facebook, LinkedIn & Youtube

- **Public Relations**

Press releases, earned media outreach, and media relations efforts to increase regional awareness.

SEO & Web Content

Search engine optimization strategies to ensure visibility in flight- and destination-related searches.

- **Local Paid Media Placement & Management**

Execution of local digital and print advertising campaigns, including placement and performance tracking. This will also include the hard costs of local advertising placement.

- **Video Content**

Creation of a branded looped video for display in the airport holding room. Short-form video creation for paid ad campaigns

- **Event Materials**

Design and assembly of swag bags for flight passengers and event attendees.



- **Community Presentations**

Development of branded presentation materials for service clubs and civic audiences.

Pre-Launch & Strategic Project Plan

- Kickoff and discovery
- Campaign brief
- Campaign tactical plan
- Social media content plan
- Media plan development
- Creative concept development
- Creation of campaign ads and materials
- Content & advertising calendar
- PR outreach: press release and pitching
- Press event public relations support: media alert, run of show, post-event press release, targeted media pitching

Led by Santa Maria Airport (SMX)

The SMX operations team will manage on-site logistics and airport-related activities to ensure the smooth execution of events and promotions.

- **Procurement of Wine Splits (by way of the Chamber EDC Team)**
Coordination of purchasing and delivery for wine splits secured by the EDC.
- **Ribbon Cutting Event (with support from the Chamber)**
Oversight and execution of an official ribbon-cutting ceremony.
- **Inaugural PHX Flight Party Planning (in collaboration with the Chamber EDC team)**
Full coordination and hosting of the inaugural Phoenix flight celebration.
- **Service Club Presentation Delivery**
Airport representatives will deliver presentations, using materials prepared by the Chamber, to local organizations to educate the public about the new flight services.

Conclusion

This cross-agency plan ensures that all aspects of the SMX flight launch campaign—from creative and communications to event execution and community outreach—are handled with clarity, quality, and efficiency. By leveraging the strengths of each partner, this collaborative



effort will maximize visibility, drive economic value, and support the long-term success of air service in the Santa Maria Valley.

Cost Breakdown

Services & Local Media Costs	Total
Strategy and Planning	\$24,000
Paid Advertising Placement	\$135,000
Paid Media Management	\$40,000
Campaign Creative & Ad Assets	\$45,000
Owned media	\$2,500
Organic Social media content plan and execution	\$3,000
Public Relations	\$8,000
SEO and Website Content	\$3,000
Video Content	\$5,000
Event Materials	\$3,000
Community Presentations	\$1,500
Subtotal	\$270,000
Campaign & Project Management	\$30,000
Total	\$300,000

Michael Boyer, CEO
Santa Maria Valley Chamber
Santa Maria Valley Community Foundation

Agreement prepared exclusively for:

Santa Maria Airport
 3217 Terminal Drive
 Santa Maria, CA 93455

Location of Proposed Sites:

3217 Terminal Dr, Santa Maria, CA 93455

Length of Term:

12 Months

Start Date:

July 1st, 2025

Scope of Work:

Deterrence in parking lot.

Proposed Coverage by Watchtower, LLC
 DBA Tower Patrol

D3 Mobile Security Trailer

Santa Maria Airport					
	MSRP	QTY	Total	Discount	Contract Total/Month
D3 Subscription	\$2,995.00	1	\$2,995.00	\$0.00	\$2,995.00
EFOY Generator	\$0.00	0	\$0.00	\$0.00	\$0.00
Set Up Fee *	\$750.00	1	\$750.00	\$0.00	\$750.00
Shipping Fee *	\$1,500.00	1	\$1,500.00	\$0.00	\$1,500.00
*One Time Fee		Initial Cost:	\$ 5,245.00	TOTAL	\$2,995/month

*Appropriate state tax will be added to invoice

Additional Terms

All quoted prices are listed pre-tax. LVT will make the Services available through the use of Cellular data connectivity. Unless otherwise agreed to in writing, customer will have access to 5 gigabytes of cellular data per month for a standard LVT Omni trailer. Customer will have access to 15 gigabytes of cellular data per month for a LVT D3 or security trailer. Data usage will be reset to zero on the first day of each month. Customers who go over their data usage will be charged \$10.00 per gigabyte. Additional units can be added at the same rate quoted above.

Binding Agreement: The person executing and submitting this Schedule hereby represents and warrants to Watchtower, LLC that he/she has the legal authority to bind the Customer to the purchase and/or subscription of the Equipment and/or Services under this Schedule and the terms and conditions of the MSLA at <https://www.lvt.com/legal>. Upon Watchtower's acceptance of this Schedule, this Schedule and the terms and conditions of the entire agreement between the Customer and Watchtower, LLC regarding the provision of Services by LVT to Customer.

Agreed and Accepted on _____

Agreed and Accepted on _____

Santa Maria Airport

Watchtower, LLC DBA – Tower Patrol

[Signature]

[Signature]

[Name]

[Name]

[Title]

[Title]

See Proposed Site Map:



LVT D3 Security Unit



LVT D3 Security Unit

- Field of view at 22' tall
- 24/7 strobes to act as deterrent and bring awareness to the units
- Live Streaming Video (15GB/monthly data)
- Video Archiving & Retrieval
- Time-Lapse Video
- Health Analytics of unit
- Android & iOS Apps
- Cloud-based Automated Alerts (email, SMS)
- Custom Security Profile/Schedules
- Web-based Command Center
- 24/7 Remote Monitoring



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