

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 22 day of February, 2022, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and **ENVIRONMENTAL COMPLIANCE EXPERTS A LIMITED LIABILITY COMPANY**, with its principal place of business at **3460 MARRON ROAD, SUITE 103-222, OCEANSIDE, CA 92056** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **AS-NEEDED REGULATORY COMPLIANCE** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **AS-NEEDED REGULATORY COMPLIANCE** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional **AS-NEEDED REGULATORY COMPLIANCE** consulting services for the **CITY OF SAN CLEMENTE UTILITIES DEPARTMENT** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **AS-NEEDED REGULATORY COMPLIANCE** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **THE DATE NOTED IN SECTION 1** to **DECEMBER 31, 2022**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.5 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **JAKE TILLEY, PRINCIPAL ENGINEER.**

3.2.6 City's Representative. The City hereby designates **KEVIN LUSSIER, ASSISTANT UTILITIES MANAGER**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.7 Consultant's Representative. Consultant hereby designates **JAKE TILLEY, PRINCIPAL ENGINEER**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.8 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices,

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **NINE THOUSAND AND NINE HUNDRED DOLLARS (\$9,900.00)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

#### 3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage

Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement

shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **ENVIRONMENTAL COMPLIANCE EXPERTS  
3460 MARRON ROAD, SUITE 103-222  
OCEANSIDE, CA 92056  
ATTN: JAKE TILLEY, PRINCIPAL ENGINEER**

City: City of San Clemente  
380 Avenida Pico, Bldg N  
San Clemente, CA 92672  
ATTN: **JULIE SCHMIDT, MANAGEMENT ANALYST II**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of

this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal



opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

**CITY OF SAN CLEMENTE**

By: \_\_\_\_\_

DAVID REBENSORF  
Its: UTILITIES DIRECTOR

Dated: 2/2/2022, 20\_\_

ATTEST:

*Paul Lopez*  
CITY CLERK of the City of  
San Clemente, California  
*Legislative Administrator*

APPROVED AS TO FORM:  
BEST BEST & KRIEGER

*[Signature]*  
\_\_\_\_\_  
City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING:

*[Signature]*  
\_\_\_\_\_  
Finance Authorization

**ENVIRONMENTAL COMPLIANCE EXPERTS**  
("CONSULTANT")

By: *John T. [Signature]*

Its: *Owner & Principal Engineer*

Dated: *January 10*, 20 *22*

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Please See Attached quote from Environmental Compliance Experts dated July 23, 2021.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Please See Attached quote from Environmental Compliance Experts dated July 23, 2021.

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Since Consultant does not own any company vehicles, this requirement is satisfied by the following: (1) a Personal Automobile Liability policy for the Consultant's own vehicle (see attached Personal Automobile Policy Number 00806 14 21C 7101 7 for James K. Tilley that has been approved by the City's Human Resources Division as acceptable coverage).

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and

volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



**EXHIBIT "D"**  
**COMPENSATION**

Please See Attached quote from Environmental Compliance Experts dated July 23, 2021.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(ONE OF THE BOXES BELOW MUST BE CHECKED)**



I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.



I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_



I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Dated: January 10, 2022

Environmental Compliance Experts  
Consultant

By: John T. Uley

Owner & Principal Engineer  
Title

3460 Marron Rd., Suite 103-222  
Address

Oceanside, CA 92056

## ENVIRONMENTAL COMPLIANCE EXPERTS

*Your Compliance is Our #1 Priority*

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**To:** Kevin Lussier, City of San Clemente ([lussierk@san-clemente.org](mailto:lussierk@san-clemente.org))  
**From:** Jake Tilley, Environmental Compliance Experts ([jake.tilley@ececonsulting.net](mailto:jake.tilley@ececonsulting.net))  
**Date:** July 23, 2021  
**Re:** Consulting Services Proposal

---

Environmental Compliance Experts (ECE) is pleased to provide this proposal to the City of San Clemente to provide consulting assistance for various compliance issues. One of the regulatory requirements for which ECE can provide support is the preparation and re-submission of the Hazardous Materials Business Plans (HMBPs) for any facilities within the City that house chemicals above specific threshold quantities. Agencies / companies are required to submit the HMBP documents annually to the local CUPA online via California Environmental Reporting System (CERS). ECE typically includes two phases in the development of HMBPs: 1) On-site chemical inventory inspection and map review, and 2) Preparation and submission of HMBP documents.

**Task 1: On-Site Chemical Inventory Walkthrough.** The Principal Engineer from ECE will conduct a site walkthrough at each subject facility to verify quantities for all subject chemicals on-site. These include chemicals above the State of California's threshold quantities (55 gallons liquid, 200 ft<sup>3</sup> gas, 500 pounds solid). Facilities are also required to indicate key features of the facility on detailed maps including the location of flammable materials, hazardous waste, chemical storage areas, storm drains, fire suppression equipment, eye wash stations, etc. The ECE inspector will ensure that the appropriate features are indicated on the maps.

**Task 2: Preparation & Submission of HMBP.** Following the on-site inspections, ECE will prepare the required documents for submission via the CERS online database. This includes the chemical inventories maintained on site, facility maps indicating the required elements, a detailed description of the City of San Clemente's training policies, as well as a summary of the Consolidated Emergency Response / Contingency Plan. Based on the specific business activities conducted at the facility, other forms will be completed and included in the certification and submission process as needed.

Consulting labor hours and direct project expenses (mileage, shipping, materials, etc.) will be invoiced on a Time & Materials (T&M) basis. The T&M billing rate for the Principal Engineer at ECE is: \$150/hr.

At the City's request, ECE can also provide professional consulting support services to assist with various other compliance issues that are required to be addressed by the City of San Clemente.

If you have any questions, please contact me at 760-536-3506 or [jake.tilley@ececonsulting.net](mailto:jake.tilley@ececonsulting.net). You can initiate this project by providing a Service Agreement and/or Purchase Order to my attention.

Sincerely,  
*Environmental Compliance Experts*



Jake Tilley  
Principal Engineer

Terms & Conditions: Unless an alternate agreement is made by both parties in writing, net invoice amount is due 30 days from the invoice date. Payments past 60 days will accrue a carrying charge at a rate of one percent (1.0%) per month on the overdue amount. Invoices not paid 90 days from invoice date will be assessed a five percent (5.0%) late penalty in addition to any accrued carrying charges. Payment of ECE invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by ECE in collecting any amounts past due and owing on client's account.



## AUTOMOBILE POLICY PACKET

JAMES K TILLEY  
1774 COTTONWOOD DR  
VISTA CA 92081-4500

CIC 00806 14 21 7101 7

POLICY PERIOD: EFFECTIVE JUL 25 2021 TO JAN 25 2022

### IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Check your vehicle for a safety recall today! Visit [www.usaa.com/autorecall](http://www.usaa.com/autorecall) to learn more.

For information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, "Information Used to Determine Your Premium."

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

The amounts of your expiring and renewing annual mileage are the same, and they're listed as Annual Mileage on your Declarations page. If your estimated mileage for the coming year is different from the mileage listed on your Declarations, log on to [usaa.com](http://usaa.com), enter Auto Policy Summary in the search field, and click Change Usage and Annual Mileage. You can also contact us at the number below.

Your Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on [usaa.com](http://usaa.com). Or you may call us at 1-800-531-USAA (8722).

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

**To receive this document and others electronically, or manage your Auto Policy online, go to [usaa.com](http://usaa.com).**

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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## **AUTOMOBILE POLICY PACKET CONTINUED**

You may exclude from coverage any operator who does not qualify for the California Good Driver Discount. Please refer to the enclosed flier, "Information Used to Determine Your Premium."

**TEXTING & DRIVING ... It Can Wait!** Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

You may designate a third party to receive notice of policy cancellation or nonrenewal by completing the attached form 40CA.

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured

NAIC 25968

JAMES K TILLEY  
1774 COTTONWOOD DR  
VISTA CA 92081-4500

JAMES K TILLEY  
HEATHER L TILLEY

Insurance Company

USAA CASUALTY INSURANCE COMPANY

Policy Number

00806 14 21C 7101 7

Effective Date

07/25/21

Expiration Date

01/25/22

Vehicle Make/Vehicle Identification Number

NISSAN 1N4AL3AP4FC169119

Year

2015

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

**California Evidence of Financial Responsibility****Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com****CONTACT US: 210-531-USAA(8722)**

OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA1 Rev. 06-13

06/19/21

55047-0513\_02

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured

NAIC 25968

JAMES K TILLEY  
1774 COTTONWOOD DR  
VISTA CA 92081-4500

JAMES K TILLEY  
HEATHER L TILLEY

Insurance Company

USAA CASUALTY INSURANCE COMPANY

Policy Number

00806 14 21C 7101 7

Effective Date

07/25/21

Expiration Date

01/25/22

Vehicle Make/Vehicle Identification Number

NISSAN 1N4AL3AP4FC169119

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This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

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OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288



**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 25968

HEATHER L TILLEY  
JAMES K TILLEY  
1774 COTTONWOOD DR  
VISTA CA 92081-4500JAMES K TILLEY  
HEATHER L TILLEY

Insurance Company

USAA CASUALTY INSURANCE COMPANY

| Policy Number       | Effective Date | Expiration Date |
|---------------------|----------------|-----------------|
| 00806 14 21C 7101 7 | 07/25/21       | 01/25/22        |

| Vehicle Make/Vehicle Identification Number | Year |
|--|------|
| FORD 2FMGK5C88EBD17579                     | 2014 |

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

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**Additional copies available at usaa.com**

**CONTACT US: 210-531-USAA(8722)**  
OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA2 Rev. 06-13

06/19/21

55047-0513\_02

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 25968

HEATHER L TILLEY  
JAMES K TILLEY  
1774 COTTONWOOD DR  
VISTA CA 92081-4500JAMES K TILLEY  
HEATHER L TILLEY

Insurance Company

USAA CASUALTY INSURANCE COMPANY

| Policy Number       | Effective Date | Expiration Date |
|---------------------|----------------|-----------------|
| 00806 14 21C 7101 7 | 07/25/21       | 01/25/22        |

| Vehicle Make/Vehicle Identification Number | Year |
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**Additional copies available at usaa.com**

**CONTACT US: 210-531-USAA(8722)**  
OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288
CALIFORNIA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

PAGE 6
ADDL INFO ON NEXT PAGE MAIL MCH-M-I
RENEWAL OF

Table with columns: State (04, 05), VEH (CA, 227, 227), POLICY NUMBER (00806 14 21C 7101 7), POLICY PERIOD (12:01 A.M. standard time), EFFECTIVE JUL 25 2021 TO JAN 25 2022

Named Insured and Address
JAMES K TILLEY
1774 COTTONWOOD DR
VISTA CA 92081-4500

OPERATORS
01 JAMES K TILLEY
03 HEATHER L TILLEY

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE\*, WORK/SCHOOL (Miles One Way, Days Per Week)

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Plasure
VEH 04 VISTA CA 92081-4500
VEH 05 VISTA CA 92081-4500

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH 04 6-MONTH D=DED AMOUNT, VEH 05 6-MONTH D=DED AMOUNT, VEH D=DED AMOUNT, VEH PREMIUM \$, VEH D=DED AMOUNT, VEH PREMIUM \$

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

LOSS PAYEE
VEH 04 NISSAN MOTOR ACCEPTANCE CORP, SACRAMENTO CA
VEH 05 SAN DIEGO COUNTY CREDIT UNION, SAN DIEGO CA

ENDORSEMENTS: ADDED 07-25-21 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY) - RSGPCW(01) 5100CA(02)
INFORMATION FORMS: CADS(05) 40CA(01) 13580(03)

Table with columns: VEH, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE\*, WORK/SCHOOL

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JUNE 19, 2021

Karen Morris, Secretary
James Syring, President



**USAA CASUALTY INSURANCE COMPANY**

(A Stock Insurance Company)  
 9800 Fredericksburg Road - San Antonio, Texas 78288  
 CALIFORNIA AUTO POLICY  
 RENEWAL DECLARATIONS  
 (ATTACH TO PREVIOUS POLICY)

|                                      |  |                            |  |                     |
|--------------------------------------|--|----------------------------|--|---------------------|
| State                                |  | Veh                        |  | POLICY NUMBER       |
| CA                                   |  | XX                         |  | 00806 14 21C 7101 7 |
| POLICY PERIOD:                       |  | (12:01 A.M. standard time) |  |                     |
| EFFECTIVE JUL 25 2021 TO JAN 25 2022 |  |                            |  |                     |

**Named Insured and Address**

JAMES K TILLEY  
 1774 COTTONWOOD DR  
 VISTA CA 92081-4500

| Description of Vehicle(s) |      |            |       |           |                |                       |     | VEH USE       | WORK          | SCHOOL |
|---------------------------|------|------------|-------|-----------|----------------|-----------------------|-----|---------------|---------------|--------|
| VEH                       | YEAR | TRADE NAME | MODEL | BODY TYPE | ANNUAL MILEAGE | IDENTIFICATION NUMBER | SYM | Miles One Way | Days Per Week |        |
|                           |      |            |       |           |                |                       |     |               |               |        |

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Pleasure

**This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.**

| COVERAGES<br>("ACV" MEANS ACTUAL CASH VALUE)   | LIMITS OF LIABILITY |            | VEH          |            | VEH          |            | VEH          |            | VEH          |            |
|--|---------------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|
|  | D=DED AMOUNT        | PREMIUM \$ | D=DED AMOUNT | PREMIUM \$ | D=DED AMOUNT | PREMIUM \$ | D=DED AMOUNT | PREMIUM \$ | D=DED AMOUNT | PREMIUM \$ |
| VEHICLE TOTAL PREMIUM  |                     | 483.63     |              | 461.15     |              |            |              |            |              |            |
| 6 MONTH PREMIUM \$ 944.78<br>PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.                                  |                     |            |              |            |              |            |              |            |              |            |
| THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:<br>VEH 04 - TOWING AND LABOR<br>VEH 05 - TOWING AND LABOR |                     |            |              |            |              |            |              |            |              |            |

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JUNE 19, 2021

*Karen Morris*  
 Karen Morris, Secretary

*James D Syring*  
 James Syring, President



**SUPPLEMENTAL INFORMATION**

**EFFECTIVE JUL 25 2021 TO JAN 25 2022**

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 04

|                                       |      |        |
|---------------------------------------|------|--------|
| GOOD DRIVER DISCOUNT                  | - \$ | 120.90 |
| OPERATOR 01                           |      |        |
| MULTI-CAR DISCOUNT                    | - \$ | 73.18  |
| MULTI-POLICY DISCOUNT                 | - \$ | 22.36  |
| ALL OTHER PROPERTY AND CASUALTY LINES |      |        |
| PASSIVE RESTRAINT DISCOUNT            | - \$ | 1.41   |
| PERSISTENCY DISCOUNT                  | - \$ | 34.26  |
| PREMIER OPERATOR DISCOUNT             | - \$ | 94.69  |

VEHICLE 05

|                                       |      |        |
|---------------------------------------|------|--------|
| ANNUAL MILEAGE DISCOUNT               | - \$ | 11.64  |
| GOOD DRIVER DISCOUNT                  | - \$ | 115.28 |
| OPERATOR 03                           |      |        |
| MULTI-CAR DISCOUNT                    | - \$ | 69.34  |
| MULTI-POLICY DISCOUNT                 | - \$ | 21.18  |
| ALL OTHER PROPERTY AND CASUALTY LINES |      |        |
| PASSIVE RESTRAINT DISCOUNT            | - \$ | 1.18   |
| PERSISTENCY DISCOUNT                  | - \$ | 32.45  |
| PREMIER OPERATOR DISCOUNT             | - \$ | 89.73  |

**INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA**

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

| Factor                             | Explanation of factor  |
|------------------------------------|--|
| Driving experience                 | The number of years a driver has been licensed to drive.   |
| Location                           | Where you garage your vehicle.   |
| Vehicle type                       | The year, make and model of the vehicle, as well as its safety and security features.  |
| Vehicle use                        | How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.  |
| Financial Responsibility Surcharge | An additional premium charged when we must file a certificate of financial responsibility with the state at your request.  |
| Chargeable incidents               | <p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> <li>• Conviction – A moving motor vehicle conviction.</li> <li>• At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.</li> </ul> |
| Discounts                          | Discounts apply to your vehicle and/or the insured drivers in the household.   |

**DISCOUNTS**

We will automatically include all discounts that we know apply to your vehicle and the insured drivers in the household. Your discounts are listed on the Supplemental Information page attached to your policy. The following discounts are available.

| Discount                         | Is offered...   |
|----------------------------------|---|
| Anti-theft                       | When your vehicle is equipped with a vehicle recovery system (a system that emits a signal when activated).   |
| Away at School                   | When a driver is an occasional operator with less than 14 years driving experience, is a full-time student and resides more than 100 miles away from home without a vehicle.  |
| Driver Training                  | To drivers with less than three years of driving experience who successfully completed an approved driver training course.  |
| Good Student                     | To drivers with fewer than nine years driving experience who are full-time students maintaining at least a 3.0 or a "B" average.  |
| Good Driver                      | To drivers who have both of the following: <ul style="list-style-type: none"> <li>• A three year history of: <ul style="list-style-type: none"> <li>• Continuous licensing,</li> <li>• No more than one traffic conviction or at-fault accident with physical damages exceeding \$1,000 and</li> <li>• No at-fault accidents involving bodily injuries exceeding \$1,000 or a fatality.</li> </ul> </li> <li>• A 10-year history of no convictions for driving under the influence of alcohol and/or drugs.</li> </ul> <p>If a driver no longer qualifies for the Good Driver Discount, you may exclude the driver from coverage.</p> |
| Mature Driver Improvement Course | To principal drivers, age 55 or older, who successfully complete a mature driver improvement course approved by the California Department of Motor Vehicles. We'll need a copy of the completion certificate to apply the discount. The discount renews automatically for three years after the course completion date if the driver has no at-fault accidents or convictions.  |
| Military Installation Garaging   | When a vehicle is garaged on a military installation.   |
| Multi-Car                        | When we insure two or more eligible vehicles on the same policy.  |
| Multi-Policy                     | When you have other policies (non-auto) in effect with us when your auto policy is issued or renewed.   |
| New Vehicle                      | When your vehicle is no more than three years old. For the purpose of this discount, a vehicle ages as of Oct. 1 of the current year.   |
| Occasional Operator              | To an insured driver who is neither the owner nor principal driver of any one vehicle.  |

|                          |  |
|--------------------------|--|
| Passive Restraint Device | When your vehicle is equipped with airbag(s) and/or automatic seatbelts.   |
| Persistency              | Based on the number of years you have continuously maintained an active auto policy with us.   |
| Premier Operator         | To an insured driver who has at least five years driving experience, qualifies for the Good Driver Discount and has neither an at-fault accident nor major conviction within the previous five years.                  |
| Storage Discount         | When your vehicle is being stored in a secure location and you, or others, will not drive the vehicle.   |
| Vehicle Injury           | When a vehicle from model years 1985 to 1997 has significantly better than average personal injury loss experience. Note: An additional charge may apply to vehicles with significantly worse than average experience. |

**Explanation of Classification Codes**

On the bottom of your Declarations page, you will see a box similar to the example below. The alpha or numeric characters in the bottom line of the box are codes that reflect information used to determine the premium for the major coverages: Liability, Medical Payments, Comprehensive, Collision, Uninsured Motorists Bodily Injury, Uninsured Motorists Property Damage and Uninsured Motorists Property Damage Waiver of Collision Deductible. The following example and explanation will help you understand the codes.

|       |    |       |     |   |
|-------|----|-------|-----|---|
| V E H | 01 | RSM25 | 000 | N |
|-------|----|-------|-----|---|

This code means vehicle 01 is located in your state of primary residence and the rated driver is a single male, licensed 25 years with zero accidents or convictions, and no financial responsibility surcharge. Gender is not used in rating.

**CLASSIFICATION CODES**

| Character                           | Symbol        | Means...  |
|-------------------------------------|---------------|---|
| 1 <sup>st</sup>                     | R             | This vehicle is located in your state of primary residence.   |
|                                     | A             | This vehicle is located in a state other than your primary residence.   |
|                                     | L             | This vehicle is located in your state of primary residence, and the driver associated with it has a learner's permit.   |
| 2 <sup>nd</sup>                     | M             | Married   |
|                                     | S             | Single  |
| 3 <sup>rd</sup>                     | M, F, U, or X | Indicates gender but it is not used in rating.  |
| 4 <sup>th</sup> and 5 <sup>th</sup> | ##            | Number of years licensed to drive.  |
| 6 <sup>th</sup> – 8 <sup>th</sup>   | ###           | The first digit indicates the number of accidents and the other two are the number of points assigned for moving traffic violations. Note: An "A" in the first position means there are more than 10 accidents. |
| 9 <sup>th</sup>                     | Y or N        | Indicates whether there is a financial responsibility surcharge.  |

Exception Codes for characters 1-5:

| Code  | Appears when...  |
|-------|--|
| XXX99 | The vehicle is located in your state of primary residence, there are more vehicles than drivers and all licensed drivers on the policy are already associated with other vehicles. |

If you have questions, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



### CA Third-Party Designee Notice

You are entitled to designate another person to receive any termination, expiration, nonrenewal cancellation notice involving this California insurance policy. Such notifications will be made to the designee in addition to any notifications made to you, the named insured.

To make a third-party designation, you must provide us with your written authorization, as well as written acknowledgement by your designee.

If you would like to appoint a designee, please become familiar with the following stipulations and review them with the designated person:

- The appointment of a designee will apply to your automobile, homeowners, rental property insurance or renters policies.
- Your designee is only authorized to receive copies of notices of policy cancellations or non-renewals. All other correspondence between you and USAA will remain confidential.
- Your designee will have no authority to act on your behalf to make any policy changes or conduct any other business involving your account. If you would like to authorize someone to handle your account and policies, please let us know. We can arrange that with a power of attorney.
- Your designee will incur no liability by accepting this designation by you.
- You may discontinue the appointment of the designee at any time by notifying us in writing. We recommend that you advise your designee of these types of changes, since we will not send your designee any notice.
- You may appoint another designee by following the same process you used to appoint your first designee.
- To appoint a designee, provide us with your request on the enclosed form.

If you have any additional questions about making a third-party designation, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



**Request for Appointment of Third-Party Insurance Notification Designee**

Member Name \_\_\_\_\_ USAA Member Number \_\_\_\_\_

Member Address \_\_\_\_\_

The following designee is authorized to receive a separate copy of any notices of cancellation or non-renewal of my auto and or homeowners (RPI) policies.

Designee Name \_\_\_\_\_

Designee Mailing Address \_\_\_\_\_

(for Notices)

\_\_\_\_\_  
\_\_\_\_\_

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

I accept this appointment to be an insurance notification designee for the member named above. I understand that I will be sent copies of any cancellation or non-renewal of the auto, homeowners, rental property insurance and renters policies of the above member. Additionally, I do not incur any liability by accepting this appointment.

Designee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Mail to:  
USAA  
9800 Fredericksburg Rd  
San Antonio, TX 78288

Both parties must sign where indicated.



### Reasons for a Policy Premium Increase, Cancellation, or Nonrenewal

The following table lists specific reasons we would increase premiums, nonrenew, or cancel automobile policies in California.

| Action                         | Reasons   |
|--------------------------------|---|
| Premium increase               | <ul style="list-style-type: none"> <li>• Change in:               <ul style="list-style-type: none"> <li>• Vehicle.</li> <li>• Vehicle location.</li> <li>• Vehicle use.</li> <li>• Driver.</li> </ul> </li> <li>• Addition or deletion of a vehicle or driver.</li> <li>• Loss of a premium discount or credit.</li> </ul>   |
| Premium increase or nonrenewal | <ul style="list-style-type: none"> <li>• An insured driver on the policy was:               <ul style="list-style-type: none"> <li>• Primarily responsible for an accident and the insurer paid a claim for bodily injury, property and/or collision damage in excess of the state's dollar threshold.</li> <li>• Convicted of violating any provision of the Vehicle Code or Penal Code involving the operation of a motor vehicle.</li> </ul> </li> <li>• Any reason not stated that is both lawful and not unfairly discriminatory.</li> </ul> |
| Cancellation or nonrenewal     | <ul style="list-style-type: none"> <li>• Non-payment of premium.</li> <li>• Suspended or revoked driver's license.</li> <li>• Fraudulent claim.</li> <li>• Material misrepresentation of rating or underwriting information.</li> <li>• Substantial increase in the risk of hazard.</li> </ul>  |