

**PORT SAN LUIS HARBOR DISTRICT
REQUEST FOR PROPOSALS
FOR INDEPENDENT AUDIT SERVICES**

KEY RFP DATES

RFP Issued:	May 28, 2025
Deadline for Submission of Questions:	June 4, 2025
Answers to Written Questions Posted on Website:	June 6, 2025
Proposals are due:	June 13, 2025 3:00 PM
Contract Recommended for Board Approval:	June 24, 2025

1) INTRODUCTION

Port San Luis Harbor District (District) is issuing a Request for Proposals (RFP) for INDEPENDENT AUDIT SERVICES from firms or individuals with expertise in auditing financial statements for governmental agencies.

Based on its evaluation of the proposal received in response to this RFP (Proposals), the District may select one Respondent to enter into exclusive negotiations for an agreement substantially similar to Appendix A, Model Professional Services Agreement. The agreement will require the Respondent to perform the Services upon the District's request. The contract will be established for a period not to exceed three (3) years, although the District will have the option to extend the term by two (2) additional years, as two one-year options, by mutual agreement of the parties.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The selection of any Respondent for exclusive negotiations shall not imply the District's acceptance of all terms of the Respondent's submittal; terms may be subject to further negotiation. The District shall have no obligation unless and until a final agreement is entered into by the parties following approval by the District's Board of Commissioners. There is no guarantee that the District will request services, and the District may terminate the agreement at any time for cause.

Proposals must be received by the District no later than 3:00 PM on Friday, June 13, 2025 at the following address:

Port San Luis Harbor District
3950 Avila Beach Dr.
P.O. Box 249
Avila Beach, CA 93424

Responses to this RFP that are not received by the time and date specified, do not contain all the required information and completed forms, or do not meet all minimum qualifications shall be deemed non-responsive and rejected without consideration.

Prospective Respondents may obtain copies of this RFP by visiting the District's website at www.PortSanLuis.com or by contacting, Jennifer Szeliga, Business Manager at 805-595-5413 or by email at jennifers@portsanluis.com.

3) BACKGROUND

The District is located on the beautiful Central Coast of California surrounded by the towns of San Luis Obispo, Pismo Beach, Arroyo Grande, Grover Beach, Oceano, and Avila Beach. The District is a major center for commercial and nautical activity. Since the development in the late 1800's, the harbor has served a critical function in the economy, and in the identity of San Luis Obispo County.

The importance of the harbor was recognized by the local community in 1953, by voting to create a special district for the control and management of the harbor area. The Port San Luis Board of Harbor Commissioners appoints a Harbor Director to conduct the day to day operations of the Harbor District. The District employs approximately 26 full-time people to provide services and maintain the Port. The Board establishes policy, sets goals and objectives, adopts the annual budget, approves expenditures, and performs other related functions.

The District is empowered by its authority, and by its authorizing statutes, the California Harbors and Navigation Code, Section 6000, to acquire, operate, and develop any and all harbor works that enhance the harbor facilities within the limits of its established boundaries. The District's current operations involve the ownership, operation, and maintenance of commercial and recreational portions of Port San Luis, including Avila and Harford Piers.

The District's annual revenue is approximately \$8.3 million and is categorized into four main areas; property taxes, rents, parking and mooring operations. Property taxes have historically made up the largest category and currently account for 55% of the District's total annual funding. Rents collected from the District's leases and licenses, parking and mooring operating income make up the remaining 45% of total revenue.

The District maintains three funds, two of which are governmental fund types and one is a proprietary fund type. Governmental funds to be audited are accounted for on a modified accrual basis and the proprietary fund on a full accrual basis.

The District's accounting records are computerized.

Copies of prior years' audited financial statements are available on the District's website at: <https://www.portsanluis.com/2151/Budget-Financial-Reports>.

4) SCOPE OF SERVICES

4.1 Scope of Engagement

Services shall be performed annually for each fiscal year covered by this agreement for the basic financial statements and possibly a single audit.

The Auditor shall audit the basic financial statements of the District for each of the initial three fiscal years, and optional two fiscal years for the purpose of expressing an opinion on these financial statements. The audit will be conducted in accordance with auditing standards generally accepted by the United States of America and Government Auditing Standards issued by the Comptroller General of the United States.. The audited financial statements consist of 1) government-wide financial statements which are prepared on the accrual basis, 2) individual funds statements which are prepared on the modified accrual basis for the

governmental funds and accrual basis for the proprietary fund 3) notes to the financial statements, required supplementary information (actual vs. budget, post-employment benefits and pension benefits) and 4) other supplementary information (proprietary fund operations vs. budget). In addition, there is an unaudited statistical section that accompanies the audited financial statements, which is prepared by management.

The Auditor will, in planning and performing their audit, consider the District's internal control over financial reporting in order to determine their auditing procedures for the purpose of expressing their opinion on the financial statements. Also, the Auditor, as part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement perform tests of the District's compliance with certain provisions of laws, regulations, contracts and grant agreements. The Auditor will issue an independent report on internal control over financial reporting and on compliance and other matters based on their audit of the financial statements performed in accordance with *Government Auditing Standards*. The purpose of this report will be to describe the scope of the Auditor's testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance.

The District's Annual Comprehensive Financial Report (ACFR) will be prepared by the auditor. The ACFR will be in full compliance with GASB pronouncements. The auditor will render their auditors' report on the basic financial statements which will include both Government-Wide Financial statements and Fund Financial Statements.

The Auditor will apply certain limited procedures to the MD&A and required supplementary information pertaining to the General Fund and each major fund of the District.

Currently the District does have funding from major federal programs and during the engagement period may become eligible for additional program funding. The Auditor may be required to perform a single audit and shall prepare a Single Audit Report, if required.

Draft Audited Financial Reports must be provided to the District by October 15th of each fiscal year ending June 30th for its comments so that final Audited Financial Reports will be completed by October 31st of each year. Changes to these dates are subject to mutual agreement of the Auditor and the District.

Report preparation, editing and printing shall be the responsibility of the auditor.

Deliverables include: Electronic Copy of Audited Financial Report

4.2 Audit Plan

The Auditor shall hold an entrance conference with all key finance personnel. The purpose of this meeting is to discuss prior audit issues or concerns and to coordinate efforts of Auditor and District staff. The Auditor will be asked to present a detailed audit plan and to present a list of all schedules to be prepared by the District. The detailed audit plan shall include the audit of the District's basic financial statements, possibly a schedule of federal expenditures, internal control procedures and identify key preliminary audit, deliverable and status meeting dates.

Throughout the engagement the District proposes to make appropriate staff available to provide assistance to the audit team. Such assistance includes coordinating the field work, identifying locations of required records and documentation, preparing and/or obtaining listings of account balance/transactions, providing reasonable detailed analysis and reconciliation of

various accounts being audited, and other such tasks that will serve to speed the conduct of the engagement. The District will arrange the appropriate office space as needed.

- Deliverables include:** 1) **Detailed Audit Plan**
2) **List of required schedules to be prepared by District**

4.3 Management letter

The Auditor shall issue reports to management (management letters), which discuss required communications and reportable conditions in material weaknesses related to the District in accordance with GAAS and Government Auditing Standards. The auditor will apply limited audit procedures to the management discussion and analysis and required supplementary information pertaining to the General Fund and each major fund of the District. The management letter shall address the systems of internal control, accounting and financial systems, functions, procedures, and processes, especially with regard to cost effectiveness, and compliance with laws, regulations, contracts, and grants. The Auditor shall discuss all findings and recommendations with District management prior to inclusion in its report. In addition to communicating reportable conditions and material weaknesses in accounting and administrative controls, the primary objective of the management letter shall be to provide suggestions and improvements of fiscal operations.

The final management letter shall include the following:

- 1) Findings and recommendations of improvements in internal controls and accounting systems based upon the review of the internal control structure performed as part of the audit.
- 2) Findings of noncompliance with laws, rules, regulations and ordinance requirements which came to the Auditor's attention during the course of the audit.
- 3) Any other material items in the course of the audit which the Auditor feels should be brought to the attention of management and the District's Board of Commissioners.
- 4) Recommendations for improvements in administrative efficiency.
- 5) Summary listing of nonmaterial items which were communicated to management.
- 6) Status of all management letter comments from prior years.
- 7) Management's response to findings and recommendations.

Deliverables include: Electronic Copy of Management Letter

4.4 Additional Requirements

1) Communication and Presentations

The Auditor shall meet with District staff on a regular basis to report the progress of its audit and any preliminary findings. Upon completion and issuance of both the financial statements and the management letter, the Auditor will make a presentation to the District's Board of Commissioners. Content of the presentation must be approved by District staff prior to the Board date.

2) Update on New Accounting & Auditing Requirements

During the period under contract, the District may be required to implement new Accounting Standards, comply with additional auditing requirements, or new federal or state legislation and rules. The Auditor shall keep the District informed of such requirements. The auditor shall assist the District staff in applying any new GAAP and implementing new GASB pronouncements and provide support necessary to maintaining sound financial management procedures.

3) Technical Assistance

The Auditor shall provide a reasonable amount of technical assistance upon the District's request throughout the year, not to exceed 40 hours per year, at no additional cost.

4) Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Auditor's expense, for a minimum of seven (7) years after the ending date of the fiscal year audited, unless the Auditor is notified to extend the retention period. The Auditor will be required to make working papers available, upon request, to the District and its funding agencies. In addition, the Auditor shall respond to the reasonable inquires of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

5) Insurance

Attached to the RFP is a draft copy of the Model Professional Services Agreement (Appendix A) which contains the insurance requirements. The selected firm will maintain the minimum insurance requirements during the entire time of the engagement. The selected firm will have a certificate of insurance completed and filed with the District within fifteen (15) days of execution of this agreement and shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to District prior to the effective date of such cancellation or change in coverage.

5) PROPOSAL SUBMISSION

Interested firms should submit the following information in the order listed.

1. Title page showing the Request for Proposal's subject; the firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal.
2. Table of contents including a clear and complete identification of the materials submitted by section and page number.
3. Transmittal letter addressing the firm's understanding of the project based on the RFP and any other information the firm has gathered and the firm's commitment to adhere to the timeline of the RFP. Include a statement discussing the firm's qualifications and experience with special emphasis on previous auditing work for government agencies. Certify that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the District.
4. A statement that the firm and all assigned key personnel staff are properly licensed or registered to practice in the State of California.
5. Description of Audit Approach and Work Plan
6. Listing of projects that are similar to those described in this request for proposal.
7. Listing and description of the firm's professional relationships involving the District for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
8. Proposed assigned staff's resumes
9. Listing of three references for proposed assigned staff
10. Listing of three references for firm
11. A copy of the firm's most recent external quality control review, with statement whether that quality control review included review of specific government engagements.
12. Estimates for conducting the audit and the annual cost for each year of the audit contract. The District is requesting a fixed cost bid. If travel costs are not included in the bid, an estimate should be noted in the proposal.

13. The District may require a Single Audit Report. Provide an estimate if there is an additional cost for the preparation of a Single Audit Report.

14. A sample Financial Report

15. A statement from the prospective Auditor that:

- a. The firm is independent of the Port San Luis Harbor District as generally accepted auditing standards and the US General Accounting Office's Government Auditing Standards define that term.
- b. The firm will provide adequate supervision on a day-to-day basis and that the resulting workpapers shall be adequate and shall be available for routine review by appropriate Auditors of the Federal and State governments.
- c. Staff assigned to the audit has met the continuing education requirements required by the Government Auditing Standards issued by the Comptroller General of the United States and California Board of Accountancy.

This proposal shall be binding upon the Respondent for ninety (90) calendar days following the proposal opening date. Any bid or proposal on which the Respondent shortens the acceptance period may be rejected.

All proposals shall be received by 3:00 PM on June 13, 2025.

6) RESPONDENT EVALUATION PROCESS

The District intends to select one Respondent. The District's selection committee will review and evaluate the Proposals. The selection committee will score the Proposals in accordance with the criteria and methodology described in this RFP. The Respondent that receives the highest score in the selection process will be selected to negotiate an Agreement with the District.

6.1 Step One: Proposal

Proposals that are complete and have been received by the deadline will be scored as follows:

- | | |
|------------------------------------|-------------------|
| • Experience of Firm and Key Staff | Maximum 20 points |
| • Audit Approach & Work Plan | Maximum 15 points |
| • References | Maximum 15 points |
| • Lowest Cost | Maximum 50 points |

The maximum total score possible is 100. The Respondents' Proposals will be ranked according to total score. The selection committee will shortlist those Proposals that meet a minimum score, as determined by the selection committee (Finalist Respondents). Finalist Respondents will be invited to participate in the final selection process. The final selection process may include the submission of additional information and/or participation in an oral interview.

6.2 Step Two: Interview

The District may invite the Finalist Respondents to participate in oral interviews at a specified time, date, and location. The District shall impose a time limit for each oral interview. During the oral interview, the Finalist Respondents may be required to deliver a brief presentation of their proposal to the District. This will provide an opportunity for the Respondent to clarify or elaborate on their proposal but will in no way change the original proposal. The Respondent will be required to respond to questions from the selection committee, including questions concerning the Respondent's Proposal and presentation. The proposed key individuals in the Finalist Respondent's team will be expected to actively participate in the interviews and to respond to the selection committee's questions. The selection committee will assign points to

each Finalist Respondent based on the oral interview up to a maximum of 150 points. The interview phase will be scored as follows:

- Presentation maximum 50 points
- Question and Answers maximum 100 points

At the conclusion of the oral interviews, the selection committee will combine the scores for the Proposal and oral interview for each Finalist Respondent. The highest-ranking Finalist will be selected to negotiate a professional services agreement with the District. In the event of a tie, the District may elect, in its absolute and sole discretion, to break the tie by conducting a tiebreaker between the tied Finalist Respondents.

In the event that agreement cannot be reached with the highest-ranking Finalist Respondent as determined by District staff in its sole discretion, negotiations may be entered into with other Finalist Respondents in the order of their ranking. There shall be no binding agreement with any Finalist Respondent unless and until approved by the District Board or Harbor Manager, at its sole discretion.

7) SUBMITTAL PROCEDURES

Completed proposals must be received by the District no later than 12:00 PM on Friday, June 13, 2025 in a sealed envelope and must be clearly marked “**Proposal for Independent Audit Services**,” at the following address:

Port San Luis Harbor District
P.O. Box 249
3950 Avila Beach Dr.
Avila Beach, CA 93424

Responses to this RFP that are not received by the time and date specified or do not contain all the required information shall be deemed non-responsive and rejected without consideration.

Beginning on the date this RFP is issued and made available to prospective Respondents, there will be no communications concerning this RFP between members of the District Board or District staff and prospective Respondents and their employees or agents, except as provided herein. Questions about the RFP may be directed in writing to the District’s Business Manager. The Business Manager will consider all questions received by the close of business on the date noted in the RFP schedule as the deadline for submission of questions and, as appropriate, respond in writing. Any violations of the above restriction will result in the immediate disqualification of the Respondent making said contact from further participation in the RFP process. This restriction will end when contract award notification has been made.

Questions about the RFP may be directed in writing to:

Port San Luis Harbor District
P.O. Box 249
Avila Beach, CA 93424
Email: jennifers@portsanluis.com

Respondents are to promptly notify the Business Manager, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in this RFP. Respondents may telephone the District at (805) 595-5413 or email at jennifers@portsanluis.com to determine if Respondent has received all addenda.

8) SCHEDULE AND ADDENDA

See the key RFP dates listed in section 1 of this RFP.

The District may modify this RFP prior to the date. Proposals are due by issuing written addenda. Addenda will be posted on the District's website (www.portsanluis.com). For parties who requested a hard copy of the RFP by regular mail, addenda may be sent to them via regular, first class U.S. mail. All parties, regardless of how they obtained the RFP, are solely responsible for ensuring the receipt of any and all addenda, and should therefore check the website before submitting their Proposals to ensure receipt of all addenda, and to ensure their Proposals respond to any such addenda.

9) STANDARD AGREEMENT PROVISIONS

Following negotiations, the selected Respondent will be expected to enter into a professional services agreement substantially in the form of the Model Professional Services Agreement, Appendix A. Failure to timely execute the Agreement, or to furnish any and all insurance certificates and other materials required in the Agreement, shall be deemed an abandonment of the Respondent's contract offer.

10) PROTEST PROCEDURES

10.1 Protest Submittal

A protest describing the nature of the disagreement must be submitted in writing to the District no later than five (5) business days following notification of proposed award.

The letter of protest shall contain a description of the protest and shall be signed and dated. Protests shall be addressed to:

Harbor Director
Port San Luis Harbor District
P.O. Box 249
Avila Beach, CA 93424

10.2 Harbor Director's Decision Final

The Harbor Director shall inform the protester in writing of the decision, stating the reasons for the decision, and responding at least generally to each material issue raised in the protest. The Harbor Director's letter to the protester shall state that the protester may contact the Harbor Director to discuss the response, and the protester has the right to address the District Board on the date when the contract is calendared to be awarded if the Harbor Director denies the protest.

The decision of the Harbor Director is final. The protester may seek a remedy in state or federal court, as appropriate, from the final action of the District.

APPENDIX A



PROFESSIONAL SERVICES AGREEMENT

This Agreement is between:

- Port San Luis Harbor District ("District") and
- _____ ("Consultant").

Recitals

- A. The District requires _____ ("Services")
- B. The Consultant submitted a written proposal ("Proposal") in response to the Harford Pier Site Plan Request for Proposal.
- C. The Consultant represents and warrants they are qualified to perform the Services required by this Agreement.
- D. On _____, the Harbor District's Commissioners authorized the Harbor Director to execute this Agreement.

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

- a. The amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose.

2. Term of the Agreement

- a. The term of this Agreement shall be for _____ from the Effective Date of the Agreement.

3. Effective Date of Agreement

- a. This Agreement shall become effective when both signatures are obtained – see the last page of document.

4. Services Consultant Agrees to Perform

- a. The Basic Services are described in the submitted proposal from _____ (attachment 1).

5. Compensation

- a. All work under this Agreement shall be compensated on a fixed-fee basis. In no event shall the total compensation for all of the Consultant's Basic Services under this Agreement exceed \$_____.
- b. Hourly rates for services are to remain fixed during the entire contract period, including any option periods, except for reasonable cost of living increases.
- c. No charges shall be incurred under this Agreement nor shall any payments become due to the Consultant until the Services required under this Agreement are performed by Consultant and approved by the Harbor Director as being in accordance with this Agreement. The District may withhold payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall the District be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

- a. The District's obligation hereunder shall not at any time exceed the amount agreed to.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the District are not authorized to request, and the District is not required to reimburse the Consultant for commodities or services in excess of the price set forth in excess of the total compensation under this Agreement as stated in Section 5, unless the changed scope is authorized by written amendment and approved as required by law.
- c. Officers and employees of the District are not authorized to offer or promise, nor is the District required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which this Agreement states.

7. Payment

- a. Invoices furnished by the Consultant under this Agreement must be in a form acceptable to the District and must include a unique invoice number.
- b. Invoices shall include the first and last day of a calendar month and be submitted within thirty (30) days of the end of said calendar month.
- c. All amounts paid to the Consultant shall be subject to audit by the District.

8. Submitting False Claims; Monetary Penalties

- a. Any consultant who submits a false claim shall be liable to the District.
- b. A Consultant, sub-consultant or consultant will be deemed to have submitted a false claim to the District if the, sub-consultant or consultant knowingly conspires to defraud the District by getting a false claim allowed or paid by the District.

9. Taxes

- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

10. Payment Does Not Imply Acceptance of Work

- a. The granting of any payment by the District, or the receipt thereof by the Consultant, shall in no way lessen the liability of the Consultant to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may not have been apparent or detected when the payment was made.

11. Qualified Personnel

- a. The Consultant represents and warrants to the District that the Consultant is qualified to perform the services as contemplated by this Agreement.
- b. The Consultant further represents and warrants to the District that it has all required Agreements and approvals to perform the work contemplated by this Agreement, and that all work performed under this Agreement shall be performed only by personnel under the supervision and in the employment of the Consultant.
- c. All personnel engaged in the work shall be fully qualified and shall be authorized and certified under state and local law to perform such work if authorization, licensing or certification is required.
- d. The persons performing professional services under this Agreement on behalf of the Consultant must be supervised by the Consultant.

- e. The Consultant shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

12. Independent Consultant, Payment of Employment Taxes and Other Expenses

a. Independent Consultant

- i. The Consultant or any agent or employee of Consultant shall be deemed at all times to be an independent consultant and is wholly responsible for the manner in which it performs the services and work requested by the District under this Agreement.
- ii. The Consultant or any agent or employee of the Consultant shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by the District pertaining to or in connection with any retirement, health or other benefits that the District may offer its employees.
- iii. The Consultant or any agent or employee of the Consultant is liable for the acts and omissions of itself, its employees and its agents.
- iv. The Consultant shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, Federal Insurance Contributions Act (FICA), income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the Consultant's performing services and work, or any agent or employee of the Consultant providing same.
- v. Nothing in this Agreement shall be construed as creating an employment or joint venture relationship between the District and the Consultant.
- vi. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Consultant's work only, and not as to the means by which such a result is obtained.

b. Payment of Employment Taxes and Other Expenses

- i. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that the Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by the Consultant which can be applied against this liability).
- ii. The District shall then forward those amounts to the relevant taxing authority.
- iii. Should a relevant taxing authority determine a liability for past services performed by the Consultant for the District, upon notification of such fact by the District, the Consultant shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to the Consultant under this Agreement (again, offsetting any amounts already paid by the Consultant which can be applied as a credit against such liability).
- iv. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, The Consultant shall not be considered an employee of the District.

- v. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Consultant is an employee for any other purpose, then the Consultant agrees to a reduction in the District's financial liability so that the District's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that the Consultant was not an employee.

13. Insurance

- a. The procuring of required policies of insurance shall not be construed to limit Consultant's liability thereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policies of insurance, Consultant shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement or with Consultant's use or occupancy of any portion of the Premises.
- b. The Consultant shall purchase, maintain and keep in force during the term of this Agreement at Consultant's sole cost and expense the following insurance:
 - i. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE as required by the statutory laws of the State of California Labor Code.
 - ii. CERTIFICATE OF GENERAL LIABILITY INSURANCE AND AUTO LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy numbers.
 - iii. Commercial General Liability policies shall include endorsements naming Port San Luis Harbor District, Its Officers, Agents, Volunteers and Employees as additional insured.
 - iv. Endorsements for General Liability shall state that the Consultant's insurance is "primary", and Port San Luis Harbor District is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.
 - v. Minimum Insurance Requirements – General Liability Insurance:
 - 1. One million dollars (\$1,000,000) each occurrence (combined single limit)
 - 2. One million dollars (\$1,000,000) for personal injury liability
 - 3. Two million dollars (\$2,000,000) in the aggregate
 - vi. Auto Liability Insurance:
 - 1. One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage
 - 2. Policy shall cover any auto (delete if vehicles are not used as part of business operations)
 - vii. PROFESSIONAL LIABILITY INSURANCE with limits not less than \$1,000,000 each claim, with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- c. CANCELLATION
- d. No cancellation or non-renewal of the insurance policy(ies), or reduction of coverage afforded under the policy(ies), shall be effective until written notice has been given at

least thirty (30) days prior to the effective date of such DEDUCTIBLE AND SELF-INSURANCE RETENTIONS

- i. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the District before execution of Agreement agreement.
 - ii. At the option of the District, Consultant shall either reduce or eliminate such deductibles or self-insured retentions or shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.
- e. FAILURE TO PROVIDE PROOF OF COVERAGE
 - i. Consultant agrees to provide evidence of the above-referenced insurance upon execution of this Agreement.
 - ii. District may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Agreement.
 - iii. Any expense caused due to stopping of work and change of insurance shall be considered Consultant's expense.

14. Indemnification

- a. Consultant shall indemnify and save harmless the District and its officers, directors, agents and employees from, and if requested shall defend them against, any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of the Consultant or loss of or damage to property to the extent caused by the negligence, recklessness, or willful misconduct of consultants and/or its agents, employees or, sub-consultants whether arising directly or indirectly from the Consultant's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District
- b. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.
- c. The Consultant shall have the exclusive right to select and retain attorneys to defend against such indemnified claims (subject to the reasonable approval of the District) and the District shall cooperate with the Consultant and its attorneys, at no cost to the District.

15. Incidental and Consequential Damages

- a. Consultant shall be responsible for incidental and consequential damages to the District resulting in whole or in part from Consultant's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the District may have under applicable law to seek a defense, indemnity, or damages for such acts or omissions.

16. Liability of District

- a. The District's monetary obligations under this agreement shall be limited to the payment of the compensation provided for in the Section of this Agreement entitled "Compensation".

- b. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

17. Default; Remedies

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
 - i. Consultant fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: Payment; Submitting False Claims, Monetary Penalties; Taxes; Insurance; Proprietary or Confidential Information of District; Protection of Private Information; Assignment; Drug-Free Workplace; Compliance With Laws.
 - ii. Consultant fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice thereof from District to Consultant.
 - iii. The Consultant;
 - 1. Is generally not paying its debts as they become due,
 - 2. Files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction
 - 3. Makes an assignment for the benefit of its creditors,
 - 4. Consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of the Consultant or of any substantial part of the Consultant's property, or
 - 5. Takes action for the purpose of any of the foregoing
 - 6. A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of the Consultant's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, or (c) ordering the dissolution, winding-up or liquidation of the Consultant.
- b. On and after any Event of Default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement.
 - i. In addition, the District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Consultant any Event of Default; the Consultant shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law.
 - ii. The District shall have the right to offset from any amounts due to Consultant under this Agreement or any other agreement between the District and the Consultant all damages, losses, costs or expenses incurred by the District as

a result of such Event of Default and any liquidated damages due from the Consultant pursuant to the terms of this Agreement or any other agreement.

- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

18. Termination for Convenience

- a. The District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience when it is in the District's best interest, which best interest shall be determined at the District's sole discretion. The District shall exercise this option by giving the Consultant written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, the Consultant shall commence and perform, with diligence, all actions necessary on the part of the Consultant to effect the termination of this Agreement on the date specified by the District and to minimize the liability of the Consultant and the District to third parties as a result of termination. All such actions shall be subject to the prior approval of the District. Such actions shall include, without limitation:
 - i. Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by the District.
 - ii. Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - iii. Terminating all existing orders and subcontracts.
 - iv. At the District's direction, assigning to the District any or all of the Consultant's right, title and interest under the orders and subcontracts terminated. Upon such assignment, the District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - v. Subject to the District's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - vi. Completing performance of any services or work that the District designates to be completed prior to the date of termination specified by the District.
 - vii. Taking such action as may be necessary, or as the District may direct, for the protection and preservation of any property related to this Agreement which is in the possession of the Consultant and in which the District has or may acquire an interest.
- c. Within thirty (30) days after the specified termination date, the Consultant shall submit to the District an invoice, which shall set forth the reasonable cost to the Consultant for all services and other work the District directed the Consultant to perform prior to the specified termination date, for which services or work the District has not already tendered payment. The costs shall be determined as provided in previous sections and shall be invoiced as provided in following sections. The Consultant may also recover the reasonable cost of preparing the invoice.
- d. In no event shall the District be liable for costs incurred by the Consultant or any of its sub-consultants after the termination date specified by the District, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated

profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsections.

- e. In arriving at the amount due to the Consultant under this Section, the District may deduct;
 - i. All payments previously made by the District for work or other services covered by the Consultant's final invoice;
 - ii. Any claim which the District may have against the Consultant in connection with this Agreement;
 - iii. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection and,
 - iv. In instances in which, in the opinion of the District, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and the District's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- f. The District's payment obligation under this Section shall survive termination of this Agreement.

19. Rights and Duties Upon Termination or Expiration

- a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: Submitting False Claims, Monetary Penalties; Disallowance; Taxes; Payment Does Not Imply Acceptance of Work; Responsibility for Equipment; Independent Consultant, Payment of Taxes and Other Expenses; Insurance; Indemnification; Incidental and Consequential Damages; Liability of District; Proprietary or Confidential Information of District; Protection of Private Information; Notices to the Parties; Ownership of Results; Works for Hire; Audit and Inspection of Records; Non-Waiver of Rights; Limitations on Contributions; Modification of Agreement; Administrative Remedy for Agreement Interpretation; Agreement Made in California, Venue; Construction; Entire Agreement; Severability; FTA Requirements; Prompt Payment of Sub-consultants.
- b. Subject to the immediately preceding subsection
 - i. Upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. The Consultant shall transfer title to the District, and deliver in the manner, at the times, and to the extent, if any, directed by the District, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the District.
 - ii. This subsection shall survive termination of this Agreement.

20. Notices to the Parties

- a. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail, or fax, and shall be addressed as follows:

District

Consultant

Port San Luis Harbor District
Attn: XXXXX
Port San Luis Harbor District
P.O. Box 249
3950 Avila Beach Dr.
Avila Beach, CA 93424

- b. Any notice of default must be sent by registered mail.

21. Proprietary or Confidential Information of the District

- a. The Consultant understands and agrees that, in the performance of the work or services under the Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the District.
- b. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

22. Protection of Private Information

- a. The Consultant agrees to comply fully with and be bound by all of the provisions of Chapter 3.5 of the California Government Code or otherwise known as the California Public Records Act and; Section 1798.17 of the California Civil Code; and the Federal Privacy Act US Code Title 5, Part I, Chapter 5, Subchapter II, Section 552.
- b. The Consultant agrees to all of the following:
 - i. Neither the Consultant nor any of its subconsultants shall disclose Private Information obtained from the District in the performance of this Agreement to any other subconsultant, person, or other entity, unless one of the following is true.
 1. The disclosure is authorized by this Agreement;
 2. The Consultant received advance written approval from the District to disclose the information; or
 3. The disclosure is required by law or judicial order.
- c. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by the District shall be in accordance with any conditions or restrictions stated in the approval.
- d. Private Information shall mean any information that (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives or (2) the law forbids any person from disclosing.
- e. Any failure of the Consultant to comply with the Nondisclosure of Private Information shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the District may terminate this Agreement, debar Consultant, or bring a false claim action against the Consultant.

23. News Releases/Interviews

- a. All Consultant news releases, media interviews, testimony at hearings and public comment relating to the District shall be prohibited unless expressly authorized by the District.

24. Ownership of Results

- a. All original papers, documents, drawings and other work product of consultant are the property of the Harbor District and shall be made available to the Harbor District in its original digital format or pdf at the request of the Harbor District.
- b. Harbor District grants worldwide, royalty-free license to the Consultant and may be used by the Consultant without consent of the Client.

25. Works for Hire

- a. If, in connection with services performed under this Agreement, the Consultant or its subconsultants create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the District.
- b. If it is ever determined that any works created by the Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, the Consultant hereby assigns all copyrights to such works to the District, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the District, the Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

26. Audit and Inspection of Records

- a. The Consultant agrees to maintain and make available to the District, during regular business hours, accurate books and accounting records relating to its work under this Agreement.
- b. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- c. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after the final audit has been resolved, whichever is later. Any governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon the District by this Section.

27. Subcontracting

- a. The Consultant is not permitted to subcontract portions of the services to be performed under this Agreement without prior written approval of the District Harbor Director.
- b. Subconsultants shall be solely responsible to the Consultant throughout the performance of their services under this Agreement.
- c. Assignment by the Consultant of work to subconsultants shall not relieve the Consultant of any obligation to the District for the work performed.

28. Assignment

- a. The services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Consultant unless first approved by the District by written instrument executed and approved in the same manner as this Agreement.

29. Non-Waiver of Rights

- a. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions hereafter.
- b. There shall be no waiver except in writing, signed by the party to be charged.

30. Services Provided by Attorneys

- a. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the District.
- b. No invoices for such services provided by law firms or attorneys, including, without limitation, as sub-consultants of the Consultant, will be paid unless the provider received advance written approval from the District.

31. Conflict of Interest

- a. Through its execution of this Agreement, the Consultant acknowledges that it is familiar with the provisions of the Conflict of Interest Policy of the District; and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

32. Limitations on Contributions

- a. Through execution of this Agreement, the Consultant acknowledges that the following which prohibits any person who contracts with the District for the rendition of personal services, for the furnishing of any material, supplies or equipment, or for the sale or lease of any land or building, from making any campaign contribution to;
 - i. A District elective officer if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves,
 - ii. A candidate for the office held by such individual, or
 - iii. A committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved.
 - iv. The Consultant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more.
 - v. The Consultant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Consultant's board of directors; the Consultant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Consultant; any sub-consultant listed in the bid or contract; and any committee that is sponsored or controlled by the Consultant.

- vi. Additionally, the Consultant acknowledges that the Consultant must inform each of the persons described in the preceding sentence of these prohibitions.

33. Prohibition on Political Activity with District Funds

- a. The Consultant may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement.
- b. In the event that the Consultant violates the provisions of this Section, the District may, in addition to any other rights or remedies available hereunder, (a) terminate this Agreement, and (b) prohibit the Consultant from bidding on or receiving any new District contract for a period of two (2) years. The District will not consider the Consultant's use of profit as a violation of this Section.

34. Equal Employment Opportunity/Nondiscrimination; Penalties

- a. Consultant Shall Not Discriminate In the performance of this Agreement, the Consultant agrees not to discriminate against any District employee working with such Consultant or sub-consultant, applicant for employment with such Consultant or sub-consultant, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's against any person or persons on account of race, marital status, religious creed, color, sexual orientation, ancestry, national origin, age (40 or above), sex, medical condition (cancer/genetic characteristics), or disability (mental and physical) including HIV and AIDS, or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- b. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- c. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant is encouraged to actively recruit minorities and women for its workforce and take other steps, such as on-the-job training and education, to ensure nondiscrimination in the Consultant's employment practices.
- d. Subcontracts: The Consultant shall incorporate by reference in all subcontracts the provisions of section a above. Consultant's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

35. Requiring Minimum Compensation for Covered Employees

- a. The Consultant agrees to comply fully with and be bound by all applicable provisions of the California Labor Code. As of the date of this Agreement the minimum hourly wage is \$15.00.

36. Earned Income Credit (EIC) Forms

- a. Employers are required to provide their employees with IRS Form W-5 (Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.
- b. The Consultant shall provide EIC Forms to each Eligible Employee at each of the following times:

- i. Within thirty (30) days following the date on which this Agreement becomes effective (unless Consultant has already provided such EIC Forms at least once during the calendar year in which such effective date falls);
 - ii. Promptly after any Eligible Employee is hired by the Consultant; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- c. Failure to comply with any requirement contained in this Section shall constitute a material breach by the Consultant of the terms of this Agreement.
- d. If, within thirty (30) days after the Consultant receives written notice of such a breach, the Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the Consultant fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the District may pursue any rights or remedies available under this Agreement or under applicable law.
- e. Any subcontract entered into by the Consultant shall require the subconsultant to comply, as to the sub-consultant's Eligible Employees, with each of the terms of this Section.

37. Drug-Free Workplace Policy

- a. The Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District premises. The Consultant agrees that any violation of this prohibition by the Consultant, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Modification of Agreement

- a. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved according to District requirements.

39. Administrative Remedy for Agreement Interpretation

- a. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the District who shall decide the true meaning and intent of the Agreement.
- b. Nothing in this Section shall be interpreted as the Consultant waiving any legal rights or remedies to which it is entitled.

40. Agreement Made in California; Venue

- a. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- b. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Luis Obispo County.

41. Construction

- a. All Section captions are for reference only and shall not be considered in construing this Agreement.

42. Entire Agreement

- a. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written provisions. This Agreement may be modified only as provided in the Section entitled "Modification of Agreement".

43. Severability

- a. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then
 - i. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
 - ii. Such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

44. Compliance with Laws

- a. The Consultant shall keep itself fully informed of the Ordinances and regulations of the District, and of all state and federal laws and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such codes, ordinances, regulations, and all applicable laws as they may be amended from time to time.

45. Compliance with Americans with Disabilities Act

- a. The Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a consultant, must be accessible to the disabled public. However, this is not a recreational facility, nor intended for use by the public or the disabled public.
- b. The Consultant shall provide the services specified in this Agreement in a manner that complies with the ADA and California Building Code, CBC Chapter 11.
- c. The Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of the Consultant, its employees, agents or assigns will constitute a material breach of this Agreement.
- d. The Consultant is comfortable with designing the facility to conform to site access requirements; but we will depend on the Harbor District to specify any signage, fencing, lighting, etc. that may be required to conform.

46. Authority to Execute Agreement

- a. Each individual executing this Agreement, on behalf of one of the parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

The parties have executed this Agreement on the days indicated below.

Port San Luis Harbor District

Harbor Director
3950 Avila Beach Drive
Avila Beach, CA 93420

XXXXXX _____ Date

XXXXXXXXXXXX _____ Date