

AGREEMENT FOR PROFESSIONAL SERVICES LETTERLY ENVIRONMENTAL & LAND PLANNING MANAGEMENT

This Agreement for Professional Services (the "Agreement") is dated for identification purposes January 1, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City") and Letterly Environmental & Land Planning Management, a California sole proprietorship ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services: (i) environmental and project management services in connection with the Back Basin Biological Compliance (B3) Program to address natural resource regulatory issues within the Back Basin and (ii) on-call environmental consulting services to review project specific documents to evaluate impacts to the Back Basin and consistency with the comprehensive B3 Program approach.

B. Consultant has submitted to City a proposal for the Phase 1 Scope of the B3 Program attached hereto as Exhibit A ("Consultant's B3 Program Proposal") and a proposal for general on-call environmental consulting services attached hereto as Exhibit "B" (Consultant's On-Call Services Proposal) and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services.

a. Consultant shall at all times faithfully, competently and to the best of his ability, experience, and talent, perform all services and related work contemplated pursuant to this Agreement consistent with Consultant's B3 Program Proposal (Exhibit A) and On-Call Services Proposal (Exhibit B), (collectively, "Consultant's Proposals"). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposals, subject to the direction of the City through its staff that it may provide from time to time. Consultant shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. The services as provided herein are for the purposes of aiding the City in matters involving potential litigation in which the City may be a litigant. Accordingly, all correspondence, communications, reports and all other materials shall be transmitted or otherwise provided by Consultant solely and exclusively to the Office of the City Attorney as follows:

Barbara Leibold, City Attorney
c/o Leibold McClendon & Mann
9841 Irvine Center Drive, Suite 230
Irvine, California 92618
barbara@ceqa.com
949-585-6300 ext 101

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the Consultant's Proposals.

b. Performance Schedule. Consultant shall immediately commence the services pursuant to this Agreement and shall perform all services within the time period(s) established in the Consultant's Proposals.

c. Term.

The term of this Agreement shall commence as of January 1, 2019 and shall continue until the services and related work set forth in Consultant's Proposals are completed, but in any event not later than December 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposals. In no event shall Consultant's compensation exceed Twenty Four Thousand Five Hundred Dollars (\$24,500) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposals to the contrary, out of pocket expenses shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Reserved.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends

or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Consultant, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive 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 that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor 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.

b. 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 under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. 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 relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so, or such other mutually agreed upon location.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services

hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by (i) the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents which are in furtherance of or otherwise arise from the services and work described in Consultant's Proposals, (ii) acts for which they could be held strictly liable which are in furtherance of or otherwise arise from the services and work described in Consultant's Proposals, or (iii) the quality or character of their work as contemplated by this Agreement. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This

indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant is a sole proprietor and is exempt from Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California as set forth in the Certificate of Exemption from Workers Compensation Insurance attached hereto as Exhibit C and incorporated herein by reference. Consultant shall require each subcontractor to maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees or, if exempt from such coverage, to submit to the City a Certificate of Exemption from Workers Compensation Insurance in substantially the form of Exhibit C. To the extent applicable, any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by subcontractors for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions

which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Unless otherwise approved in writing by the City's risk manager, each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530
(Fax) 951-674-2392

With a copy to: Leibold McClendon & Mann
9841 Irvine Center Drive, Suite 230
Irvine, CA 92618
Attn: Lake Elsinore City Attorney
(Fax) 949-585-6305
barbara@ceqa.com

If to Consultant: Letterly Environmental & Land Planning Management
Attn: Steve Letterly
1278 Glenneyre St. #130
Laguna Beach, CA 92651-3103
sletterly@letterlymgmt.com

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Except for conservation biologist services as specified in the Consultant's B3 Proposal, Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

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

22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. 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 to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. 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.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

30. 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. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and 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. The foregoing indemnity shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

LETTERLY ENVIRONMENTAL & LAND PLANNING MANAGEMENT

DocuSigned by:


AE076A9E2464AF
Grant Yates, City Manager

DocuSigned by:


D4D83FE7E2AB4EC...
Steve Letterly, Owner

ATTEST:

DocuSigned by:


4E3A35C2046F4CF
Mark Mahan Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:


A5086D9096AF48C
Barbara Leibold, City Attorney

- Attachments: Exhibit A – Consultant’s B3 Program Proposal
Exhibit B – On-Call Services Proposal
Exhibit C - Certificate of Exemption From Workers’ Compensation Insurance

EXHIBIT A
CONSULTANT'S B3 PROGRAM PROPOSAL
[ATTACHED]

LETTERLY ENVIRONMENTAL & LAND PLANNING MANAGEMENT
BACK BASIN BIOLOGICAL COMPLIANCE PROGRAM (B3 PROGRAM)

PHASE 1 SCOPE

1 31 19

Revised 4 29 19

Overview

The Phase 1 scope will produce a detailed implementation plan outline, including a schedule of target dates and staffing plan, for developing the “Back Basin Biological Compliance Program” (“B3 Program”). The B3 Program will address all natural resource regulatory issues within the Back Basin. The B3 Program is intended to both:

- resolve any pending issues or dissatisfaction among the “Resources Agencies” with prior mitigation projects previously mandated within the Back Basin pursuant to the Lake Management Plan USACE Section 404 Permit (LMP Section 404 Permit); the Lake Management Plan CDFW Streambed Alteration Agreement (LMP SAA); and state and federal Resources Agencies’ permits for all public and private development projects in the Back Basin.
- streamline compliance of future development projects proposed under the East Lake Specific Plan (ELSP) with permitting requirements of all Resources Agencies that may have jurisdiction to issue permits for developments and/or accept mitigation projects within the Back Basin, including particularly:
 - CDFW under the Streambed Alteration Agreement provisions of the Cal. Fish and Game Code; as well as
 - USACE under Section 404 of the Clean Water Act,;
 - USFWS and CDFW under the MSHCP;
 - RCA under the 770-acre Plan; and
 - The Santa Ana RWQCB, either in connection with the existing 401 Certification or pursuant to new regulations proposed by the State Water Resources Control Board that will mandate a statewide permitting program for discharges of dredge and fill to “waters of the state,” as will be defined in the future and which may include some or all of the back basin area.

Development of B3 Program Detailed Implementation Plan Outline

The detailed implementation plan outline produced under Phase 1 will set the framework for developing the B3 Program, and establish the path and activities necessary to achieve all the following objectives:

1. Obtain agreement of all Resources Agencies to a single B3 Program. The B3 Program is envisioned primarily as a phased mitigation land and/or a mitigation bank or in-lieu fee type of program, but would also address compliance with flood capacity related conditions, as necessary to identify, and implement enhancement, ongoing management and additional conservation of back basin mitigation lands required to attain and constituting:

- full and complete satisfaction of all prior mitigation commitments under the Lake Management Plan Permits;
- full and complete satisfaction of all prior individual development project mitigation commitments, including those issued for the Summerly development;
- mitigation for all impacts of all future development projects proposed in substantial compliance with the East Lake Specific Plan Amendment No. 11 (ELSP) and the B3 Program to any environmental or biological resources, and/or to flood capacity and flood control improvements within the Back Basin.
- full and complete satisfaction of MSHCP requirements and the City's MSHCP 770-acre Open Space Plan.

2. Obtain issuance from each of the Resources Agencies of a general permit or similar instrument, allowing for permit coverage of future project-specific development activities within the back basin,¹ and commencement of future project construction, on a streamlined basis and in accordance with specific time periods, upon:

- submission by the developer of a "Substantial Compliance Demonstration" showing development plans in substantial compliance with the ELSP and implementation of the developer's fair share land and/or fee contribution to a Back Basin Wide preserved mitigation area totaling approximately 770 acres via developer land and/or fee dedication obligations specified in the B3 Program; and
- subsequent issuance by each of the Resources Agencies with jurisdiction of a "Substantial Compliance Determination" authorizing development pursuant to the Resources Agency issued General Permit.

3. Create a B3 Program with streamlined timeframes for processing development clearances under the Back Basin General Permits: Developers would only be required to submit

¹ While the implementation plan will focus on the B3 Program for the back basin, opportunities for broadening the program to encompass other lake shore areas that may arise during implementation, will be considered by the City's team and pursued if advantageous, on balance, to the City's future build out.

Substantial Compliance Demonstration documents to single point of contact, such as the RCA, and would receive, within certain specified time periods, concrete feedback, and ultimately clearances and coverage of proposed development under the Back Basin General Permits from the Resources Agencies.

4. Outline the B3 Program management framework for establishing an ongoing conservation program that includes the following:

A. a Definition over time of 770 acres of back basin mitigation lands, which will be defined in a manner that builds upon lands already dedicated as mitigation, and considers the back basin areas most likely to serve as mitigation in light of the goals, objectives and requirements of the ELSP;

B. A mechanism to provide for ultimate assemblage, management and conservation in perpetuity of 770-acres of biologically valuable and desirable mitigation land;

C. A mechanism for the collection of funds for ongoing enhancement and management, of those lands;

CD A mechanism for the collection of funds for further enhancement of prior mitigation areas already dedicated within the back basin as necessary to reasonably “fix” such mitigation in the eyes of the agencies (regardless of the rational basis for the agencies dissatisfaction); and

5. Outline steps that might be taken to identify grant funding and other sources or methods for funding the development and implementation of the B3 Program that might be pursued by the City

Phase 1 Work Product

1. Development of the first draft of a detailed B3 Program implementation outline, including a schedule of target dates and staffing plan.

2. Engage in up to 2 meetings with City staff, City attorney and special counsel to consider the first draft of the implementation outline.

3. Prepare the final draft of the detailed B3 Program implementation outline.

4. Present the final draft of the detailed B2 Program implementation outline to City Council as directed by Staff and the City attorney.

Budget

Initial not to exceed without prior authorization \$16,500.00 budget (60 hours Letterly Env. & Land Plnng. Mgmt., \$4,500 consulting conservation biologist, plus expenses).

Billing rate \$190.00 per hour; \$100.00 per hour for travel

Expenses reimbursed (estimated \$600.00); limited to mileage, direct printing and copying charges, must receive prior approval for other expenses.

Schedule

- | | |
|---|----------|
| 1. Prepare Draft Back Basin Conservation Lands Assessment for team review | 5-24-19 |
| 2. Finalize Back Basin Conservation Lands Assessment | 6-04-19 |
| 3. City Council Review | 6-11-19 |
| 4. Prepare Initial Outline of Back Basin Biological Compliance Program | 6-28-19 |
| 5. Prepare Draft Back Basin Biological Compliance Program for team review | 7- 26-19 |
| 6. Revise Draft Back Basin Biological Compliance Program based on team comments | 8-09-19 |
| 7. Prepare Final Back Basin Biological Compliance Program | 8-30-19 |
| 8. City Council Review | 9-10-19 |

EXHIBIT B
CONSULTANT'S ON CALL SERVICES PROPOSAL
[ATTACHED]

LETTERLY ENVIRONMENTAL & LAND PLANNING MANAGEMENT

BACK BASIN and REGULATORY COMPLIANCE

ON-CALL SERVICES

SCOPE

4 29 19

Overview

On-call services will be provided as directed by city staff for natural resource regulatory issues within the Back Basin.

- assist with pending issues and coordination with state and federal Resources Agencies' activities related to Back Basin compliance
- assist with city compliance review of development projects permitting requirements of all Resources Agencies that may have jurisdiction to issue permits for developments and/or accept mitigation projects within the Back Basin, including particularly:
 - CDFW under the Streambed Alteration Agreement provisions of the Cal. Fish and Game Code; as well as
 - USACE under Section 404 of the Clean Water Act,
 - USFWS and CDFW under the MSHCP;
 - RCA under the 770-acre Plan; and
 - The Santa Ana RWQCB
- provide coordination with other city activities that interact with pending Back Basin compliance

Budget

Initial not to exceed without prior authorization \$8,000.00 budget.

Billing rate \$190.00 per hour; \$100.00 per hour for travel

Expenses reimbursed; limited to mileage, direct printing and copying charges, must receive prior approval for other expenses.

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California

Executed on this 10th day of May, 2019 at Laguna Beach, California.

DocuSigned by:

D4D53FE7E2AB4EC

Consultant



Gary J Jolliff
1475 Glenneyre St
Laguna Beach CA 92651

Information as of November 21, 2018
Policyholder(s) Page 1 of 2
Steven Edward Letterly Jeffrey Hobson

Policy number
024 478 628

Your Allstate agency is
Gary J Jolliff
(949) 497-1861
GaryJolliff@allstate.com



STEVEN EDWARD LETTERLY
JEFFREY HOBSON
365 FLORA ST
LAGUNA BEACH CA 92651-3217

Thank you for being a loyal Allstate customer—we're happy to have you with us!

Here's your automobile insurance renewal offer for the next six months. I've also included a guide to what's in this package and answers to some common questions.

Renewing your policy is easy

Keep an eye out for your bill, which should arrive in a couple weeks. Just send your payment by the due date on your bill.

If you're enrolled in the Allstate® Easy Pay Plan, you won't receive a bill—we'll send you a statement with your payment withdrawal schedule.

How to contact us

Give me a call at (949) 497-1861 if you have any questions. It's my job to make sure you're in good hands.

(ed. 2)

Sincerely,

Gary J Jolliff
Your Allstate Agent

Agent License Number:
0723270

RA719-1



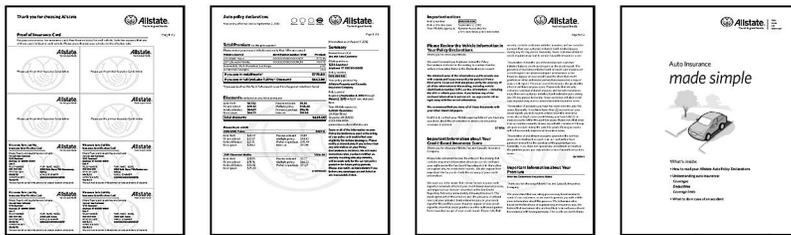
Policy number: **024 478 628**
 Policy effective date: January 14, 2019

Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

- What's in this package?**
 See the guide below for the documents that are included.
Next steps: review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.
- Am I getting all the discounts I should?**
 Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.
- What about my bill?**
 Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.
 You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.
- What if I have questions?**
 You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) – para español, llamar al 1-800-979-4285 – with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at allstate.com.

A guide to your renewal package



- Proof of Insurance ID Cards**
 Your insurance cards are legally required, so please keep them in your vehicle at all times.
- Policy Declarations***
 The Policy Declarations lists policy details, such as your specific drivers, vehicles and coverages.
- Important Notices**
 We use these notices to call attention to particularly important coverages, policy changes and discounts.
- Insurance Made Simple**
 Insurance seem complicated? Our online guides explain coverage terms and features:
www.allstate.com/madesimple
Espanol.allstate.com/facildeentender

*** To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.**

Policy number: **024 478 628**
Policy effective date: January 14, 2019



Important Privacy Choices For Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates):

Unless you say "No," we may share personal and financial information about you with our affiliated companies.

- NO, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services:

Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

- NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name: Steven Edward Letterly Jeffrey Hobson

ACCOUNT OR POLICY NUMBER(S): 024 478 628

Signature: _____

To exercise your choices do one of the following:

- (1) Call our toll-free number 1-800-856-2518;
- (2) Fax our toll-free number 1-855-219-7425; or
- (3) Fill out, sign and send back this form to us using the envelope provided (you may want to make a copy for your records).

X73499



Policy number:

024 478 628

Policy effective date:

January 14, 2019



Privacy Policy Statement

Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, social security number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to, your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit allstate.com, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use allstate.com.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use allstate.com.
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

The Internet and Your Information Security

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web



Policy number: **024 478 628**
Policy effective date: January 14, 2019

experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstate.com. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the allstate.com homepage.

To learn more, the allstate.com Privacy Statement provides information relating to your use of the web site.

This includes, for example, information regarding:

- 1) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) who should use our web site;
- 3) the security of information over the Internet; and
- 4) links and co-branded sites.

How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:
Allstate Insurance Company Customer Privacy Inquiries
PO Box 660598
Dallas, TX 75266-0598

Sharing Personal Information: Privacy Choices for California Customers

Unless you request otherwise, we may share your personal information with one or more Allstate affiliates. We may do this for a number of reasons, including making you aware of the different products, services and offers they can provide. Similarly, unless you request otherwise, we may share your personal information with outside companies with which we have a written agreement to jointly offer you products and services that we believe may be of interest to you.

You have the right to limit some sharing of your personal information by reviewing and completing an "Important Privacy Choices for Consumers" form. We've enclosed this form unless

you previously opted to limit some sharing of your personal information. Please keep in mind that regardless of your choices, Allstate may share your personal information with its affiliates, outside companies and other entities to comply with the law, provide you with the best service on your Allstate accounts, or as otherwise permitted by law.

We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-ALLSTATE.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company

Allstate affiliates to which this notice applies: Allstate County Mutual Insurance Company, Allstate Finance Company, Allstate Financial Services, LLC (LSA Securities in LA and PA), Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Investment Management Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Motor Club, Inc., Allstate New Jersey Insurance Company, Allstate New Jersey Property and Casualty Insurance Company, Allstate Northbrook Indemnity Company, Allstate Property and Casualty Insurance Company, Allstate Texas Lloyd's, Allstate Texas Lloyd's, Inc., Allstate Vehicle and Property Insurance Company, Deerbrook General Agency, Inc., Deerbrook Insurance Company, Lincoln Benefit Life Company, North Light Specialty Insurance Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

(ed. 2/11/2014)

X73497-1

Thank you for choosing Allstate



Proof of Insurance Card

For your convenience, two insurance cards have been included for each vehicle. State law requires that one of these cards be kept in each vehicle. Please place them in your vehicles by the effective date.



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.



Please use the printed Insurance Cards below.

California Proof of Auto Insurance Card



Allstate Northbrook Indemnity Company
PO Box 660598, Dallas, TX 75266-0598
Steven Edward Letterly
Jeffrey Hobson
365 Flora

Laguna Beach CA 92651-3217

This policy meets the requirements of the applicable California financial responsibility law(s).

POLICY NUMBER 024 478 628
EFFECTIVE DATE 01/14/19
EXPIRATION DATE 07/14/19
YEAR / MAKE / MODEL 2015 Lexus Nx200T
VEHICLE ID NUMBER JTJYARBZ9F2012898

This card must be carried in the vehicle at all times as evidence of insurance.

California Proof of Auto Insurance Card



Allstate Northbrook Indemnity Company
PO Box 660598, Dallas, TX 75266-0598
Steven Edward Letterly
Jeffrey Hobson
365 Flora

Laguna Beach CA 92651-3217

This policy meets the requirements of the applicable California financial responsibility law(s).

POLICY NUMBER 024 478 628
EFFECTIVE DATE 01/14/19
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VEHICLE ID NUMBER JTJYARBZ9F2012898

This card must be carried in the vehicle at all times as evidence of insurance.

California Proof of Auto Insurance Card



Allstate Northbrook Indemnity Company
PO Box 660598, Dallas, TX 75266-0598
Steven Edward Letterly
Jeffrey Hobson
365 Flora

Laguna Beach CA 92651-3217

This policy meets the requirements of the applicable California financial responsibility law(s).

POLICY NUMBER 024 478 628
EFFECTIVE DATE 01/14/19
EXPIRATION DATE 07/14/19
YEAR / MAKE / MODEL 2006 Mercedes-B C230
VEHICLE ID NUMBER WDBRF52H46A910337

This card must be carried in the vehicle at all times as evidence of insurance.

California Proof of Auto Insurance Card



Allstate Northbrook Indemnity Company
PO Box 660598, Dallas, TX 75266-0598
Steven Edward Letterly
Jeffrey Hobson
365 Flora

Laguna Beach CA 92651-3217

This policy meets the requirements of the applicable California financial responsibility law(s).

POLICY NUMBER 024 478 628
EFFECTIVE DATE 01/14/19
EXPIRATION DATE 07/14/19
YEAR / MAKE / MODEL 2006 Mercedes-B C230
VEHICLE ID NUMBER WDBRF52H46A910337

This card must be carried in the vehicle at all times as evidence of insurance.

Policy number: **024 478 628**
Policy effective date: January 14, 2019

Please use the printed Insurance Cards below.

If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your Allstate agent as soon as possible.

Gary J Jolliff
(949) 497-1861
1475 Glenneyre St
Laguna Beach, CA 92651

If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
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- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your Allstate agent as soon as possible.

Gary J Jolliff
(949) 497-1861
1475 Glenneyre St
Laguna Beach, CA 92651

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181122AD01062
1100020AD01062X2CA000181122030639009069004009062479

Renewal auto policy declarations

Your policy effective date is January 14, 2019



Page 1 of 5

Total Amount Due for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	Identification Number (VIN)	Premium
2006 Mercedes-B C230	WDBRF52H46A910337	\$446.53
2015 Lexus Nx200T	JTJYARBZ9F2012898	428.74
California Fraud Assessment Fee		1.76
Additional coverages		15.00
Total*		\$892.03

* Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

See the **Important payment and coverage information** section for details about installment fees.

Discounts (included in your total premium)

Anti-theft	\$1.59	Good Driver (20%)	\$201.11
Multiple Policy	\$39.40	Distinguished Driver	\$90.61
Total discounts			\$332.71

Discounts per vehicle

2006 Mercedes-B C230		\$113.02
Anti-theft	\$.79	Good Driver (20%) \$93.93
Multiple Policy	\$18.30	
2015 Lexus Nx200T		\$219.69
Anti-theft	\$.80	Good Driver (20%) \$107.18
Multiple Policy	\$21.10	Distinguished Driver \$90.61

Listed drivers on your policy

Steven Letterly
Jeffrey Hobson

Excluded drivers from your policy

None

Information as of November 21, 2018

Summary

Named Insured(s)
Steven Edward Letterly Jeffrey Hobson
Mailing address
**365 Flora
Laguna Beach CA 92651-3217**
Policy number
024 478 628

Your policy provided by
Allstate Northbrook Indemnity Company
Policy period
Beginning **January 14, 2019** through **July 14, 2019** at 12:01 a.m. standard time

Your Allstate agency is
Gary J Jolliff
1475 Glenneyre St
Laguna Beach CA 92651
(949) 497-1861
GaryJolliff@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Renewal auto policy declarations

Policy number:

024 478 628

Policy effective date:

January 14, 2019

Coverage detail for 2006 Mercedes-B C230

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$244.55
 Bodily Injury	\$250,000 each person \$500,000 each occurrence		
 Property Damage	\$100,000 each occurrence		
 Auto Collision Insurance	Actual cash value	\$250	\$133.14
Waiver of deductible applies			
 Auto Comprehensive Insurance	Actual cash value	\$100	\$15.04
 Rental Reimbursement	up to \$30 per day for a maximum of 30 days	Not applicable	\$23.31
 Towing and Labor Costs	\$50 each disablement	Not applicable	\$2.28
Uninsured Motorists Insurance for Bodily Injury	\$30,000 each person \$60,000 each accident	Not applicable	\$19.39
 Automobile Medical Payments	Not purchased*		
Coordinated Medical Protection	\$5,000 each person	See note below	\$8.82
Lease/Loan Gap	Not purchased*		
Repair or Replacement Cost Option	Not purchased*		
 Sound System	Not purchased*		

(continued)

Renewal auto policy declarations

Policy number:

024 478 628

Policy effective date:

January 14, 2019

Page 3 of 5



Coverage	Limits	Deductible	Premium
Tape	Not purchased*		
Total premium for 2006 Mercedes-B C230			\$446.53

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

Note:

Coordinated Medical Protection is excess over other medical insurance. A deductible of \$2,000 per person will apply to you or a resident relative not covered by a primary medical plan.

VIN WDBRF52H46A910337

Rating information

Your premium is determined based on certain information, including the following:

- This vehicle is driven for pleasure, married male licensed 39 years.

Allstate uses mileage information as one factor to help determine your premium amount.

Important Note: The annual mileage figure applicable to this vehicle for the expiring policy period was: 3,000 - 3,499. The annual mileage figure applicable to this vehicle for the current policy period is: 2,000 - 2,499.

The following odometer information was used to determine your annual mileage for current policy period:

Odometer Reading: 120,553

Date : 09/23/2017

Odometer Reading: 123,077

Date : 09/28/2018

If any of the information shown above is incorrect, missing or changes in the future, please contact your Allstate representative. Please keep in mind that a change in any of the information may result in an adjustment to your premium.

Coverage detail for 2015 Lexus Nx200T

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance		Not applicable	\$187.34
 Bodily Injury	\$250,000 each person \$500,000 each occurrence		
 Property Damage	\$100,000 each occurrence		
 Auto Collision Insurance	Actual cash value	\$250	\$162.27
Waiver of deductible applies			
 Auto Comprehensive Insurance	Actual cash value	\$100	\$15.26
 Rental Reimbursement	up to \$30 per day for a maximum of 30 days	Not applicable	\$23.31
 Towing and Labor Costs	\$50 each disablement	Not applicable	\$2.28

(continued)

Renewal auto policy declarations

Policy number: **024 478 628**
 Policy effective date: January 14, 2019

Coverage	Limits	Deductible	Premium
Uninsured Motorists Insurance for Bodily Injury	\$30,000 each person \$60,000 each accident	Not applicable	\$29.53
 Automobile Medical Payments	Not purchased*		
Coordinated Medical Protection	\$5,000 each person	See note below	\$8.75
Lease/Loan Gap	Not purchased*		
Repair or Replacement Cost Option	Not purchased*		
 Sound System	Not purchased*		
Tape	Not purchased*		
Total premium for 2015 Lexus Nx200T			\$428.74

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

Note:

Coordinated Medical Protection is excess over other medical insurance. A deductible of \$2,000 per person will apply to you or a resident relative not covered by a primary medical plan.

VIN JTJYARBZ9F2012898

Lienholder
Bank of America Na

Rating information

Your premium is determined based on certain information, including the following:

- This vehicle is driven for business use, married male licensed 45 years.

Allstate uses mileage information as one factor to help determine your premium amount.

Important Note: The annual mileage figure applicable to this vehicle for the expiring policy period was: 10,000 - 10,499. The annual mileage figure applicable to this vehicle for the current policy period is: 8,000 - 8,499.

The following odometer information was used to determine your annual mileage for current policy period:

Odometer Reading: 30,164
Date : 09/23/2017

Odometer Reading: 38,629
Date : 09/28/2018

If any of the information shown above is incorrect, missing or changes in the future, please contact your Allstate representative. Please keep in mind that a change in any of the information may result in an adjustment to your premium.

Additional coverage

The following policy coverage is also provided.

Coverage	Limits	Deductible	Premium
Automobile Death Indemnity Insurance	Not purchased*		
Automobile Disability Income Protection	Not purchased*		

(continued)

Renewal auto policy declarations

Policy number: **024 478 628**

Policy effective date: January 14, 2019

Page 5 of 5



Coverage	Limits	Deductible	Premium
Identity Theft Expenses	\$25,000 per premium period	Not applicable	\$15.00
Total			\$15.00

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.**

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate Automobile Policy – AU104-3
- California Amendatory Endorsement – AU14629-2
- Amendment of Policy Provisions – AU14626-1
- Identity Theft Expenses-Coverage IT – AU14256

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Your rate is lower because you are insuring multiple cars.
- ▶ Your bill will be sent to you in a separate mailing and will list any payment option(s) available to you. If you are eligible to pay your premium in installments, your first bill will reflect your available payment options, including the option to pay in full or to pay in monthly installments. Please note that any amounts payable for the first renewal bill will not include an installment fee (unless you have an unpaid balance from a previous policy period, in which case the Minimum Amount Due will include an installment fee, or unless you are participating in the Allstate Easy Pay Plan). The following applies to installment payments made after your first renewal bill.

If you decide to pay your premium in installments, there will be a \$3.50 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be \$21.00.

If you are on the Allstate® Easy Pay Plan, there will be a \$1.00 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be \$6.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

Allstate Northbrook Indemnity Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

Phil Telgenhoff
President

Susan L. Lees
Secretary



Important notices

Policy number: **024 478 628**
 Policy effective date: January 14, 2019

Reasons for Extension, Cancellation or Nonrenewal

California law requires Allstate to provide you with reasons why your policy may be extended, canceled or nonrenewed or your premium increased.

Allstate may cancel or nonrenew your policy for one or more of the following reasons:

- Nonpayment of premium;
- Fraud or material misrepresentation affecting the policy or the insured; or
- Substantial increase in the hazard we insure against.

In addition, your policy may be nonrenewed or your premium may be increased for any of the following reasons:

- Accident involvement by an insured and whether the insured is at fault in the accident;
- A change in, or addition of, an insured vehicle;
- A change in, or addition of, an insured under the policy;
- A change in the location of garaging of an insured vehicle;
- A change in the use of an insured vehicle;
- Conviction for violating any provision of the Vehicle Code or Penal Code relating to the operation of a motor vehicle;
- The payment made by an insurer due to a claim filed by an insured or a third party;
- Any other reason that is lawful and not unfairly discriminatory.

Accidents and convictions for violating any provision of the Vehicle Code or Penal code relating to the operation of a motor vehicle that occur within the 36-month period ending on the effective date of the policy may lead to an increase of your premium. You have the right to be informed, upon your request, of any increase in premium, in whole or in part, charged to you because of an accident or conviction.

Under certain circumstances, if we fail to send your renewal offer at least 20 days prior to your renewal effective date or if we fail to send your nonrenewal notice at least 30 days prior to the nonrenewal effective date, California law requires us to extend your existing policy term for 30 days from the date the notice is mailed or delivered to you.

Other Uninsured Motorist Coverage Options

Your policy has been issued with the coverages and options you requested. Please refer to the enclosed Policy Declarations to verify that your policy has been issued according to your requests.

However, please be aware that you still have options concerning coverage for damages to your insured auto that you are legally entitled to recover from the owner or operator of an uninsured motor vehicle.

The following options are available **for each vehicle under your policy**. Please see your Policy Declarations to determine your current coverages for each of your vehicles.

- If your vehicle is insured for Auto Collision Insurance, we are offering a Waiver of your Collision Coverage Deductible to apply when the vehicle is damaged in an accident caused by an uninsured motor vehicle.
- If your vehicle is not insured for Auto Collision Insurance and is insured for Uninsured Motorists Insurance for bodily injury, we are offering you the opportunity to extend your Uninsured Motorists Insurance to cover property damage.
- You still have the option of rejecting either the Waiver of Collision Coverage Deductible or Uninsured Motorists Insurance for property damage, or both coverages.

If a vehicle insured under your policy is damaged by an uninsured motor vehicle and you are legally entitled to recover damages, we will, depending on the coverage you purchase, either:

- Pay the collision deductible on the insured motor vehicle when you have purchased collision coverage, or
- Pay for the damage to the insured motor vehicle when you have not purchased collision coverage but have purchased Uninsured Motorists Insurance for property damage.

Payment shall not include damage to personal property or loss of use of a motor vehicle and shall not exceed the smaller of:

- The amount of the collision deductible,
- The actual cash value of the insured motor vehicle,
- \$3500.

The law also permits you to reject these coverages completely.

If you would like to purchase one of these coverages or make any other changes concerning these coverage options, please call your Allstate Agent.

If You Have a Problem with Your Insurance

Please contact your Allstate representative if you have any questions or concerns about your insurance. If a problem arises that you and your Allstate representative are unable to resolve satisfactorily, please call or write to:

**Allstate Customer Service
 PO Box 660598, Dallas, TX 75266-0598
 1-800-ALLSTATESM (1-800-255-7828)**

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If the problem remains unresolved, you may contact the California Department of Insurance at:

**Consumer Services Division
California Department of Insurance
300 South Spring Street, Los Angeles, CA 90013
Consumer Hotline: 1-800-927-4357
Website:**

<http://www.insurance.ca.gov/01-consumers/101-help/index.cfm>

Please contact the Department of Insurance only if you have been unable to satisfactorily resolve the problem with your Allstate representative and with Allstate.

X5126-4

Allstate Has Discounts Available on Your Auto Premium

We have several discounts available to our auto insurance customers. For your information, here is a listing of our discounts, including a brief description of each. (Certain rating information and any discounts that you're currently receiving are shown on the enclosed Policy Declarations.)

Specialized Professionals Discount—You may qualify for this discount when either you or your spouse has a professional degree in one of the following occupations:

- Education or Library Sciences, which could include College Professor, Counselor, Curator, Librarian, Principal, Teacher
- Science/Engineering/Information Technology, which could include Administrator, Analyst, Architect, Computer Programmer, Drafter, Engineer, Engineering or Information Technology Supervisor, Manager, Researcher, Scientist

Distinguished Driver Discount—The Distinguished Driver Discount applies to most major auto coverages. To qualify, the rated operator on a vehicle must meet certain requirements, including those explained below:

- For the past three years, the rated operator must have been licensed to drive a motor vehicle;
- The rated operator has had no traffic violation convictions for the past three years; and
- The rated operator has remained accident-free for the past five years, or has been less than 51% at fault in any accident that has occurred during the past five years and for which no claim payment was made.

In addition, rated operators that have had no traffic violation convictions or accidents for even longer consecutive time

periods may qualify for an even larger Distinguished Driver Discount amount.

The Distinguished Driver Discount is applied on a per vehicle basis. Therefore, if a vehicle does not have an assigned operator, the Distinguished Driver Discount will apply only if all operators in the household qualify for the Distinguished Driver Discount.

Multiple Policy Discount—You may qualify for a discount on most major auto coverages if you or your spouse or registered domestic partner are also the named insured on a qualifying Allstate Insurance Company Homeowners, Condominium Owners, Mobile Home Owners, or Renters policy that covers the principal place of residence. If you or your spouse or registered domestic partner are the named insured on a qualifying Allstate individual life insurance policy or Allstate Personal Umbrella Policy, you may qualify for a discount on most of your major auto coverages.

Good Driver Discount—Depending on your driving experience and information in your driving record, such as the number of traffic violation convictions or accidents, you could be eligible for a 20% discount on your auto insurance premiums.

Defensive Driver Discount—Drivers age 55 or older who provide proof of successful completion of a Mature Driver Improvement Course approved by the California Department of Motor Vehicles may qualify for a 5% discount on some coverages. In order to be eligible, the driver must have voluntarily attended the course. This discount will be applied for three years after successful completion of the course; in order to continue to receive the discount after this three-year period, the course must again be successfully completed and proof presented.

Anti-Theft Device Discount—You may be eligible to receive a discount on your comprehensive coverage if you have a qualifying anti-theft device installed on your car.

Occasional Operator Discount—You may be eligible to receive a discount on most major auto coverages if the rated operator on a vehicle has been licensed for less than nine years and has 25% or less use of the vehicle.

Good Student Discount—You may be eligible to receive a discount on most major auto coverages if you have an unmarried driver on your policy who is a full-time student (high school, college, or academic home study program) and meets certain scholastic and other requirements.

teenSMART™ Discount—You may be eligible to receive a discount on most major auto coverages if you have a rated operator who is single, has been licensed five years or less, and



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completes the teenSMART™ program. The teenSMART™ program is a home study driver training program designed to help reduce the chances of your young driver being involved in an accident. Successfully completing the program can earn a discount of up to 15% on most major coverages provided by your auto policy.

Other Rating Factors—In addition to the discounts described above, we offer a number of special rates that can lower your premium. For example, you may be eligible to receive a lower rate if your insured auto (model year 2000 or earlier) is on our list of “economy cars.” Ask your Allstate Agent for details about our special rates.

The premium for your insurance policy is based on a variety of factors, including information you have given us. Factors that can affect your premium include, for example, annual mileage driven, years of licensed driving experience and driving record. It is important that you notify us if the information upon which your premium is based is incorrect, incomplete, or changes, so that we may adjust your premium accordingly.

This notice provides only a general description of the qualifications and conditions for the discounts and special rates shown above. Other qualifications and conditions may apply. For complete details on qualifications and conditions, how your premium is determined, or if you have any questions about the information in this notice, including whether you may qualify for one or more discounts or special rates or whether your premium is accurate, please call your Allstate Agent.

X5284-13

Voluntary Provider Networks

We want to let you know about a program that may be available to you.

If you, or anyone covered under your policy, is injured in a loss covered under your auto policy, a Voluntary Provider Network may be available to you. A Voluntary Provider Network includes a variety of participating medical providers that can treat those injuries.

Voluntary Provider Networks maintain lists of their participating providers. In the event that you experience a loss, your claims representative can provide you with contact information for any participating Allstate networks that may be available in your state at that time.

You are under no obligation to use a medical provider who is a member of one of these networks, and you are free to seek medical services from a provider of your choice. There is no penalty if you choose a provider outside the network. If you are

injured and treated by a provider who is a member of one of the participating networks, we may review their bills for covered medical services for re-pricing based on the approved rate for that provider's network.

You do not need to make a choice about these networks at this time. Please keep in mind that using a provider within a network should not be considered a confirmation that you have coverage. This notice is for informational purposes only.

X73469

Notice of Right to Designate a Third Party

We want you to know that you have the right to designate one additional individual to receive copies of any coverage termination notices that we may issue if you fail to pay the required premium when due. You also have the right to replace the individual you previously designated or terminate the third party designation entirely. This third party will not receive copies of your regular billing statements or any other documents for your policy.

How to start, change or end a third party designation

To add, change or remove a third party simply contact your Allstate Agent or representative to receive a copy of a Third Party Designation form. After you return the form with the name and address of the designee or any changes you wish to make, we will process your request.

Additionally, we will notify you annually of your right to designate a third party. If you have already designated a third party and do not wish to make any changes, you do not need to do anything.

If you have questions

Please contact your Allstate Agent or representative, or call us at 1-800-ALLSTATE (1-800-255-7828) if you have any questions or would like more information.

X73598