



RESOURCES & INFRASTRUCTURE COMMITTEE

REGULAR MEETING
 Tuesday, January 14, 2020 - 2:00 PM
 1000 Main Street, Cambria CA 93428

Amended 1/13/2020

AGENDA

- A. CALL TO ORDER
- B. ESTABLISH QUORUM
- C. CHAIRMAN'S REPORT
- D. AD HOC SUB-COMMITTEE REPORTS
 - i. Urban Water Management Plan Ad Hoc Committee - Review of RFQ/RFP Added Late

1. PUBLIC COMMENT

Members of the public may now address the Committee on any item of interest within the jurisdiction of the Committee but not on its agenda today. In compliance with the Brown Act, the Committee cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Speaker slips (available at the entry) should be submitted to the Committee Chairperson.

2. CONSENT AGENDA

- A. Consideration to Approve the December 10, 2019 Special Meeting Minutes

3. REGULAR BUSINESS

- A. Discussion and Appointment of Committee Vice Chair and Secretary
- B. Discussion and Consideration of Establishing 2020 Resources & Infrastructure Standing Committee Regular Meeting Dates
- C. Discuss and Review Capital Improvement Project Budget Reallocations and Approve Staff Recommendations

- D. Discussion and Consideration of the Appointment and Tasking of Ad Hoc Committees
- E. Discussion and Consideration to Appoint a Committee to Assist Staff with Upgrading of the Water Distribution System Including New Water Meters for Each Customer Account
- F. Discussion and Consideration to Appoint a Committee to Assist Staff in Researching Grant Opportunities to Fund the Work Being Recommended by PG&E and Other CIP Projects
- G. Discussion and Consideration of Methods to Improve the Communication to the Community of Work Done on the CIP with Proposition 218 Funds

4. FUTURE AGENDA ITEMS

5. ADJOURN



Request for Qualifications (RFQ) and Request for Proposals (RFP) for a 2020 Water Resources Team

The Cambria Community Services District (“District”) is requesting Statements of Qualifications (SOQs) and Proposals from qualified Consultants for the following services:

1. To develop the District’s 2020 Urban Water Management Plan (“UWMP”).
2. To assist the District in obtaining a Coastal Development Permit for the Advanced Water Treatment Plant and related facilities (“AWTP”) described in the Subsequent Environmental Impact Report (SEIR), certified on July 27, 2017.

The District expects that teams responding to this RFQ/RFP will demonstrate the ability to coordinate work efforts between the CDP and the 2020 UWMP to ensure that the outcomes of the two work efforts will be aligned.

The UWMP shall be a precise and systemic evaluation conducted in full compliance with the California Urban Water Management Planning Act (“Act”), as codified in Section 10610 et seq. of the California Water Code and the Department of Water Resources’ (“DWR”) 2020 Urban Water Management Plan Guidebook for Water Suppliers (“DWR Guidebook”). The UWMP shall provide the District with analytical data and detailed recommendations in order to meet the above-mentioned regulations and statutory requirements. In preparing the 2020 UWMP, the Consultants shall review and consider historical documents and data, including but not limited to, the District’s 2015 Urban Water Management Plan, the Master Water Plan, Title 4 of the District’s Municipal Code, the 2013 Water Use Efficiency Plan, and other documents and data listed in the attached bibliography.

In addition, the District is seeking assistance in obtaining a Coastal Development Permit (“CDP”) for its AWTP, part of the Sustainable Water Facility (“SWF”). Water resource information and evaluations associated with the District’s application for a CDP, dated February 27, 2017, is also pertinent to the preparation of the 2020 Urban Water Management Plan.

Introduction

The District, formed in 1976, covers approximately 8.5 square miles located on the north coast of San Luis Obispo County, approximately 35 miles north of the City of San Luis Obispo. The District owns the community water system that serves approximately 3,782 residential and 228 non-residential customers. The current average annual water production is approximately 530-acre feet per year (“AFY”). The District is licensed to extract 799 AFY from its three San Simeon Creek wells and 218 AFY from its two Santa Rosa Creek wells.

On November 15, 2001, pursuant to Water Code Section 350, the District declared a water shortage emergency and adopted restrictions including suspension of Intent to Serve letters for new commercial and residential projects while providing allowances for existing commitments, active service connections and other programs such as affordable housing. On January 24, 2002, the District adopted Resolution 02-2002,

which included findings to support the declared water shortage emergency. Since 2002, the District's water system connections have only increased by 67, from 3,966 to 4,033.

Drought Planning / Water Conservation Program

The District has a water conservation program for drought conditions, including the following three-stages:

- Stage #1 - Water Conservation Program – Drought Watch Condition
- Stage #2 - Water Conservation Program – Water Shortage Conditions
- Stage #3 - Water Shortage Emergency Condition

Each stage is incorporated into the District's Municipal Code with related provisions and integrated with other water conservation rules and regulations, water allotments, program cessation, enforcement, penalties, exceptions and others. It should be noted that the provisions for Stages 1, 2 and 3 water shortage emergencies found in Chapter 4.12 of the District's Municipal Code have not been the basis for the declaring water shortage emergencies in Cambria, since Chapter 4.12 and its provisions rely upon the use of an outdated water supply and demand model.

Water Supply Analysis and Relationship to the CDP

The District's water supplies are among the issues being evaluated through the CDP process. The District has a right to extract water from San Simeon and Santa Rosa creeks pursuant to water rights licenses issued by the State Water Resources Control Board's Division of Water Rights and subject to Coastal Development Permits issued by the California Coastal Commission in 1977 and amended in 1981. The District constructed the AWTP in 2014 pursuant to an Emergency Coastal Development Permit (E-CDP) in order to ensure that the District could maintain a reliable water supply for the community.

As a condition of the E-CDP, the District is required to obtain a follow-up "Regular" CDP, which has sometimes been referred to as the R-CDP, or simply the CDP. The District anticipates that the CDP ultimately obtained for the AWTP will establish conditions for the use of the AWTP, conditions associated with the District's water resource extractions, conditions associated with an Adaptive Management Plan, and others.

Pumping rights and restrictions on Santa Rosa and San Simeon creeks and their aquifers will need to be evaluated. The Consultant will be expected to work with District staff and other consultants to develop recommendations on possible protocols that would coordinate pumping from the two aquifers and the use of the AWTP. Protocol recommendations should be developed based on scenarios that either align with the District's current three (3) stage conservation program or with water shortage contingency planning regulations embedded within California Water Code Section 10632.

The District will expect the Consultants to understand the following documents and data relating to the District's water supply.

1. Water licenses and prior coastal development permits
2. Historical pumping data, including recharge of percolated wastewater adjacent to San Simeon creek
3. Agreements with other parties related to agricultural or riparian pumping
4. Reports in the 2017 SEIR regarding the AWTP's source of supply, operations, injection of treated water, restrictions, permits and other relevant data
5. 2013 Water Use Efficiency Plan
6. Other plans, programs, and reports included in the attached bibliography

The Consultants' SOQ must demonstrate their ability to help the District evaluate protocols for future pumping from San Simeon and Santa Rosa creek aquifers and use of the AWTP. Experience working on Coastal Resource issues is essential, and experience working specifically on the San Simeon and Santa Rosa Creek watersheds is preferable.

The SOQ must also demonstrate the Consultants' experience in working on pumping protocols that integrate conditions of Adaptive Management Plans, Habitat Conservations Plans, Coastal Development Permits, "take-permits" for endangered species and/or other similar permits, plans and work-products. The District's extraction wells and AWTP are in proximity, and in some cases inclusive of, endangered species, a coastal lagoon, intermittent stream pools and other coastal resources comprising Environmental Sensitive Habitat Areas (ESHA). The ability to coordinate with the District's biologist and other consultants on informal consultation efforts with federal resource agencies is critical to help ensure that pumping protocol recommendations will be consistent with federal requirements.

The Urban Water Management Act requires that every urban water supplier prepare and adopt an UWMP every five years for submittal to the DWR. The UWMP must describe the adequacy and reliability of all water supplies for existing and future customers and is required for the District to be considered for future grant funding opportunities or to receive drought assistance from the State. The District is distributing this RFQ/RFP for qualified firms to update the District's UWMP and keep the District in compliance with the Act.

Demand Analysis

The District's historical demands, trendlines, and statistical evaluations included in the 2015 Urban Water Management Plan, the 2013 Water Use Efficiency Plan, the District's Master Water Plan, and other documents and data included in the attached bibliography will need to be reviewed and evaluated. Estimating future demand will require analysis of variables such as changes in part-time vs. full-time occupancy, development potential based on the County's adopted Local Coastal Plan, and changes to rainfall patterns and other climate change related issues.

The results of the analysis will need to be included in a report or technical memorandum in sufficient detail so that assumptions and conclusions can be understood by a variety of audiences and summarized in a manner suitable for public presentation.

Timing

Time is of the essence with respect to this contract. Water Code section 10621(f) mandates that all 2020 UWMPs be submitted to the DWR by July 1, 2021. The anticipated deadline for holding the Public Hearing for the UWMP is February 21, 2021. The successful proposer will be expected to perform all required tasks set forth in the Scope of Services (Section 4) within the District's time constraints.

The District recognizes that timing to initiate work efforts will precede final publication of the DWR Guidebook. As a result, the RFP has been developed with two components:

1. An Initial Scope of Services that includes reviewing documents and data associated with the CDP and initial coordination on evaluations that also support preparation of the 2020 Urban Water Management Plan.
2. Final Preparation of the 2020 Urban Water Management Plan.

The District also recognizes that efforts to obtain a CDP for the AWTP may not conclude prior to deadlines for the 2020 UWMP. As a result, consultant recommendations for the 2020 UWMP at that time may be “pending final determination of permitting agencies.” The Consultants will be expected to inform DWR on work efforts and how the coordination between the 2020 UWMP and the CDP should be addressed.

Immediately upon receiving a Notice to Proceed, the Consultant will need to initiate its review of documents to prepare for meetings with the County of San Luis Obispo and the California Coastal Commission on topics directly pertaining to both the CDP and the 2020 UWMP.

Contents of Statements of Qualifications and Proposals

Statement of Qualifications

SOQs, as described below, are to be submitted in sealed envelopes clearly marked with the Consultant’s name, address, telephone number, and e-mail address. The envelope shall be clearly identified as the “2020 Water Resources Team Statement of Qualifications.” SOQs shall be concise, well-organized and demonstrate the Consultant’s qualifications and experience relating to the proposed project. SOQs shall be submitted in hard copy and in .pdf format when requested. At minimum, SOQs shall include the following information:

Cover Letter

- The Consultant’s legal name, address, telephone number, e-mail address, and designated contact person for the remainder of the selection process;
- Statements identifying the overall qualifications of the members of the 2020 Water Resource Team, including relevant experience and other evidence of the Consultant’s ability to meet the DWR Guidebook and District needs associated with the Coastal Development Permit.

Statement of Qualifications

- Brief description of the Consultant’s firm, including the year it was established, the type of organization (partnership, corporation, etc.) and a listing of the proposed project personnel, including personnel experience and resumes for prime consultants and sub-consultants. Emphasis should be given to highlighting work completed for comparable public agencies.
- Description of Consultant and sub-consultant experience with preparation of an UWMP. Please include names, current telephone numbers and e-mail addresses of references for existing and past public agency clients.
- Description of Consultant and sub-consultant experience with preparation of pumping protocols and groundwater and streamflow monitoring, including integration with water rights permits, coastal development permits, permits from federal agencies, and/or those associated with adaptive management plans, habitat conservation plans and/or similar work products. Please include names, current telephone numbers, and email addresses of references for existing and past public agency clients.

Project Understanding and Approach

- Description of Consultant’s overall understanding of the Scope of Services and how Consultant will approach coordination with District staff, communication with Resource Agencies and preparation of materials for public review and community presentations;

- Proposed staffing plan/organizational chart illustrating who will serve in the roles of Contract Manager, Project Manager, and Subject Matter Experts. The Contract Manager is responsible for direct communications with the District's General Manager on periodic progress updates and conflict resolution, if needed. The Project Manager is responsible for day-to-day communications and overall management of the scope, schedule and budget. The Project Manager is responsible for maintaining consistent communication with the District's Utilities Department Manager and/or Management Analyst. Subject Matter Experts are the individuals who are leading specific technical or other work efforts that are critical to overall scope. Sub-consultants, for example, are often Subject Matter Experts. Statements should be provided with the organization chart from the Contract Manager, the Project Manager and each Subject Matter Expert on their qualifications, the general role they will be filling, and what they believe are critical issues. Overall, the Consultant should convey how it will provide water resource services in the most efficient, cost effective manner. Innovative staffing plans are encouraged based on best management practices and/or methods utilized successfully by the firm in other municipalities; and
- Other information that will assist District in selecting the most qualified Consultant.

Objections to Consultant Services Agreement

Objections shall be submitted in writing with justification clearly stated. Any Consultant with objections to terms contained in the District's Consultant Services Agreement (see Exhibit A) must advise the District of such objections and requested modifications as part of its Technical Proposal. Failure of a proposer to accept the terms of the District's Consultant Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective Consultant to review all sections and exhibits of the Consultant Services Agreement, including insurance requirements. If no objections are received, the District will assume the proposer is able to and will enter into the Consultant Services Agreement and fulfill the terms and requirements set forth therein. The District may recover any damages accruing to the District as a result of the successful Consultant's failure or refusal to execute the District's Consultant Services Agreement.

Proposals

Proposals, as described below, are to be submitted in sealed envelopes clearly marked with the Consultant's name, address, telephone number, and e-mail address. The envelope shall be clearly identified as the "2020 Water Resources Team Proposal." Proposals shall be submitted in hard copy and in .pdf format when requested. At minimum, proposals shall include the following information:

Cover Letter

- The Consultant's legal name, address, telephone number, e-mail address, and designated contact person for the remainder of the selection process;
- Other information that the Consultant wishes to highlight. Innovation is encouraged to provide the District with comprehensive services in the most efficient, cost effective manner.

Project Understanding and Approach

This section should demonstrate the Consultant's understanding of the project, how the work will be organized, and anticipated key issues to be addressed. This section should include:

- Description of Consultant's overall approach to the project, such as an outline work plan that describes how the Consultant will organize the Project.

- Description of those areas which are most likely to include challenges, and discuss how Consultant's approach will help resolve those conflicts or prevent them in advance; and
- Other information that will assist District in selecting the most qualified Consultant.

Proposal on Scope of Services

The project Proposal should include the following two sections on the Scope of Services:

1. An Initial Scope of Services.
2. A Scope of Services for the Final Preparation of the 2020 UWMP.

Initial Scope of Services

The Initial Scope of Services will include several tasks. The scope is intended to include tasks relating to the District's CDP and technical tasks to support preparation of the 2020 Urban Water Management Plan.

The District recognizes that coordination of work efforts on the CDP and the 2020 UWMP may include work efforts that cannot be anticipated in this RFQ/RFP or in Consultant Proposals. The ability of Consultant to ensure that work on the CDP and the 2020 UWMP are aligned will require review, discussion, and feedback from staff of the District, County and the Coastal Commission during the Initial Scope of Services. Initial tasks therefore need to identify, clarify and/or define critical issues that overlap the CDP and the 2020 UWMP.

After the Consultant's initial review of documents and data and meetings with staff of the County and the Coastal Commission, the Consultant will need to develop any recommendations for additional scope that may not have been identified by the District in this RFP or anticipated by the Consultant in the Proposal, so that possible amendments to the Initial Scope of Services can be considered by the District in a timely manner. Although the District anticipates that an amendment to the Initial Scope of Services may be required, that amendment should be focused on additional technical analysis needed to help processing of the CDP. That additional technical analysis should also include technical work needed for the Consultant to proceed with the proposed Scope of Services for the final preparation of the 2020 UWMP. Lastly, the District recognizes that the guidelines published by DWR may create some need to amend the Scope of Services.

The District reserves the right to modify this RFP with addenda. Final District selection of the 2020 Water Resources Team will be based on the SOQs and the Proposals.

Task 1 – Kick-Off Meeting

The Consultant shall attend a project kick-off meeting with District staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required by the RFP on the Initial Scope of Services. An overall project schedule shall be developed, reviewed, revised and updated by the Consultant.

The Consultant shall prepare a detailed schedule of the project for a completion date. It shall be the responsibility of the consultant to review and become familiar with all pertinent data for the Initial Scope of Services.

Task 2- Review of Documents and Data; Analysis and Evaluation

The Consultant shall review the following:

1. District's 2015 Urban Water Management Plan.
2. Documents and data included in the attached bibliography.

The Consultant shall coordinate meeting(s) with the District to review information identified in Task 2A for the following purposes:

- To prepare for meetings and discussions with staff of the County of San Luis Obispo and the California Coastal Commission relating to the District's water supply and possible operating scenarios for the AWTP.
- To review historical water production graphically illustrated by month by creek since 2000, wastewater discharges to San Simeon Creek watershed, net production from San Simeon Creek watershed and provisions of the District's water rights licenses and Coastal Development Permits.
- To discuss the District's water shortage contingency plan and initial suggestions to the District on how the existing plan might be modified to be consistent with guidelines established by the California Department of Water Resources.
- To discuss options for modifying the existing water shortage contingency plan to meet the District's Board of Directors' goal to utilize the AWTP in a manner that will avoid community impacts associated with Stage 3 drought emergencies.
- To discuss alternative scenarios for using the AWTP, issues involving the Adaptive Management Plan, and development of protocols for pumping and recharge/release of AWTP product water.
- To review inconsistencies, if any, and differing assumptions between documents supporting the 2015 UWMP and those supporting the SEIR and CDP application.
- To initiate discussions with District staff on additional technical analyses needed for the CDP and final preparation of the 2020 UWMP, including estimates of water supply availability under drought and non-drought conditions.

Water demand projections are a core element of an UWMP and collecting data for this task will be an initial priority because it will help address the adequacy of the District's sources of supply to meet community and environmental requirements under differing demand scenarios. Necessary data for this task includes, but is not limited to the following:

1. Demographic data (e.g., population, housing unit and employment projections, etc.) from General Plans and Local Coastal Plans of the County of San Luis Obispo and other appropriate sources;
2. Historical and current water production data and consumption data by user class (single-family residential, multifamily residential, commercial, institutional, dedicated irrigation, fire among other). Trends in water use reduction at the District since 2000 should be analyzed and factored into the demand projection update;
3. Historical and current water savings estimates from on-going District efficiency programs;
4. Potential changes in demographics that may result from changes in residential occupancy rates and impacts of ADUs and
5. Any other relevant information the Consultant feels is necessary or beneficial for this task.

The Consultant shall evaluate information and data in order to update water demand projections based on demand scenarios listed below.

1. Existing development
2. Development that is allowable pursuant to the District's Water Code Section 350 declaration of water shortage emergency.
3. Land use and development based on build-out included in the Local Coastal Plan adopted by the County of San Luis Obispo.

In conjunction with District staff, the Consultant shall present the draft water demand projections to the District at up to two (2) public meetings. The Consultant shall provide technical expertise and answer questions posed at the District Board of Directors meetings, prepare and review draft and final agenda reports, and assist with creation of presentations. Based on the input received, the Consultant shall make any necessary adjustments to the demand projections. Final water demand projections shall be included in the draft 2020 UWMP.

The Consultant's proposed schedule for the Initial Scope of Services will need to address meetings with Resource Agencies and the community. Resource Agency meetings should first focus on historical information; second on defining issues that need to be further addressed based on the required findings for the CDP; and finally coming to an agreement on additional technical efforts that may require a contract amendment. Although developing protocols for pumping and use of the AWTP and water recharge/releases should be anticipated in the Consultant's Proposal, any additional technical efforts will need to be developed in concurrence with staff of the appropriate Resource Agencies to help ensure the District is able to obtain the CDP and maintain compliance with the District's permits.

Final Preparation of the 2020 UWMP

The Consultant shall provide a well-organized proposal on the Final Preparation of the 2020 UWMP based on completion of technical efforts during the Initial Scope of Services.

As key sections of the UWMP are developed, including demand projections, water supply projections and water shortage contingency planning, the Consultant shall be required to make presentations on draft components of the 2020 UWMP to the District Board of Directors and/or at committee meetings. The primary District committee that may review the draft 2020 UWMP prior to Board approval is the Resource & Infrastructure Committee.

The Consultant's proposals should anticipate four (4) public presentations on draft components, two (2) public presentations on the entire draft plan, and (1) public presentation on the Final 2020 UWMP. The Consultant should also provide a fee estimate for additional public presentations.

The Consultant's schedule shall provide District staff and other consultants with one- to two-week review periods on initial administrative drafts on sections or chapters of the plan, and a two-week review period of the final administrative draft UWMP. The Consultant shall also assist the District with making the required notifications to other local agencies and public hearing notifications as specified by the Act, presentations on the public draft UWMP and on the Final 2020 UWMP.

Fee Estimates and Rates

Fee estimates and rates should illustrate costs for both the initial Scope of Services and Final Preparation of the UWMP and be included with the Proposal in a separate sealed envelope.

Submittal Procedures and Deadline

Statements of Qualifications and Proposals are to be submitted to the District on or before 4:00 p.m. on January 31, 2020 in separate envelopes. Responses to this RFQ/RFP received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the Cambria Community Services District Office at 1316 Tamsen Street, Suite 201, Cambria, CA 93428. It is the proposer's sole responsibility to see that its SOQ and Proposal are received in proper time, and proposers

assume all risks arising out of the means of delivery. Any SOQ or Proposal received after the deadline will be returned to the proposer unopened. SOQ and Proposal packages are to be submitted to:

Melissa Bland, Management Analyst
Cambria Community Services District
1316 Tamsen Street, Suite 201
Cambria, CA 93428

All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the District on behalf of the company, and must be received at the place and time designated above.

Inquiries and Addenda

For inquiries regarding this SOQ/RFP, please contact Melissa Bland, Management Analyst, via electronic mail at mbland@cambriacsd.org no later than 4:00 PM on January 21, 2020. Inquiries received after that date will be disregarded. Please include the following in the subject line of the email: "Inquiry Re: 2020 Water Resources Team Proposal." Telephonic inquiries will not be taken.

The District will issue any revisions to the RFP on the Initial Scope of Services at the time that the short-list of Consultants is determined.

Anticipated SOQ Schedule

Milestone (Estimates)	Date
RFP Issued	12/30/2019
Deadline for Clarifications/Inquiries	1/21/2020
Deadline to Submit Statements of Qualification & Proposals	1/31/2020
Interviews (if Desired by District)	Week of 2/10-2/14/2020
District Selection of 2020 Water Resource Team	2/20/2020
Certificate of Insurance & Contract Execution	2/28/2020
Notice to Proceed	3/2/2020

Evaluation Criteria

District staff will evaluate each SOQ and Proposal for completeness and content. The District's review will focus on the following criteria:

Organization. Does the firm offer the breadth and quality of services required by the Scope of Services? Does the firm's organizational structure show sufficient depth/capacity for its present and additional workload?

Project Understanding/Project Approach. Does the firm's proposal adequately demonstrate understanding and experience in completing the Scope of Services? Does the Consultant have experience in conducting the data analysis and calculations required by the DWR Guidebook? This understanding can be demonstrated in various manners, including, but not limited to, the firm's successful completion of UWMPs for other agencies

in accordance with the DWR Guidebook, identification of issues critical to the project and methods to address those issues to ensure timely and on-budget completion of the project.

Experience. Does the SOQ demonstrate expertise and professional qualifications with similar work? What are the qualifications of the firm and the individuals assigned to perform the work?

Project Schedule. Is the project schedule thorough and realistic?

The District will review and rank Consultants based on the submitted documents and will subsequently review fee estimates and rates. Final Consultant selection will be at the District's discretion and may include revisions to the Proposed Scope of Services.

Consultant Services Agreement

The District will identify the firm that best meets the needs of the District and enter contract negotiations with that highest ranked firm. Should the District fail to reach agreement with the top ranked firm, the District may enter negotiations with the next highest rated firm and so on. District Staff will make a recommendation to the District's Board of Directors for the award of the Consultant Services Agreement to the firm that best furthers the District's objectives.

Insurance Requirements

Consultant shall secure all insurance required under the Consultant Services Agreement and provide any necessary documentation to the District within one week of execution of the Consultant Services Agreement.

Acceptance or Rejection of Proposal

The District reserves the right to accept or reject any and all SOQs and Proposals. The District also reserves the right to waive any informality or irregularity in any proposal or as deemed to be in its best interest. Additionally, the District may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The District shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The District reserves the right to negotiate project deliverables and associated costs.

Equal Opportunity Clause

Consultants shall ensure against discrimination in employment practices based on State and Federal laws and regulations. The District hereby ensures that minority business enterprises will be afforded full opportunity to submit SOQs in response to this notice and will not be discriminated against based on requirements of State and Federal laws and regulations.

Equal Opportunity Employment Compliance

Consultant shall certify that it has sought out and considered minority business enterprises for those portions of the work to be subcontracted, and has fully documented such actions that said documentation is open to inspection, and that said action will remain in effect for the life of any contract awarded hereunder.

Furthermore, Consultant shall certify that all steps will be taken to meet all equal employment opportunity requirements of the contract documents. Consultant shall certify that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Legal Responsibilities

All SOQs must be submitted, filed, made, and executed in accordance with State and Federal laws relating to SOQs for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all terms, conditions, provision, and requirements set forth, contemplated, and referred to in the RFP, and other contract documents, and to full compliance therewith.

Discrepancies and Misunderstandings

Consultants must satisfy themselves by personal examination of the work site, specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No Consultant will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of the District will be clarified by the District in writing to all Proposers prior to the submission of SOQs.

Proposer Licensing Requirements

Any Consultant or sub-consultant who is not licensed in accordance with the provisions of the State Business and Professional Code or who fails to maintain a required license will be considered to have created a material breach of contract.

Non-Collusion Affidavit

Proposer shall declare that the only persons or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of the District is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.

Exhibits

1. Cambria Community Services District Standard Consultant Services Agreement
2. Cambria Community Services District Water Resources Annotated Bibliography

**AGREEMENT FOR CONSULTANT SERVICES
2020 Water Resources Team**

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and effective as of _____ 2020 between _____ ("Consultant"), a California corporation ("Consultant"), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political corporation of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on _____ and shall remain and continue in effect until _____, unless sooner terminated in accordance with the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant's Proposal dated _____, attached hereto as Exhibit "A", and the District's Request for Qualifications (RFQ) and Request for Proposals (RFP) for a 2020 Water Resources Team, attached hereto as Exhibit B, which Exhibits are incorporated herein by this reference. District shall provide Consultant with the information necessary for Consultant to provide the consulting services described in the Proposal. The Initial Scope of Services is subject to being amended, as set forth on page 6 of Exhibit B.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District's General Manager shall represent District in all matters pertaining to the administration of this Agreement. _____ shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in the Proposal. Costs related to any amendments to the Initial Scope of Services shall be subject to agreement between the parties and be based upon the Consultants rates submitted with its Proposal. If the parties are unable to

agree on the costs for amendments to the Initial Scope of Services, this Agreement shall be subject to termination in accordance with Paragraph 6.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District 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 said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District 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 District 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 District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of District; or
- (d) End of the Agreement term specified in Section 1.

8. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The

Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “C,” attached hereto and incorporated herein as though set forth in full.

13. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cambria Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cambria Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: John Weigold, District Manager
 Cambria Community Services District

PO Box 65
Cambria, CA 93428

Copy to: Timothy J. Carmel
Carmel & Naccasha, LLP
1410 Marsh Street
San Luis Obispo, CA 93401

To Consultant:

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cambria Community Services District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit "A," attached hereto and previously incorporated herein.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be

resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES

CONSULTANT

By: _____
John Weigold, General Manager

By: _____

ATTEST:

Monique Madrid, District Clerk

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

Request for Qualifications (RFQ) and Request for Proposals
(RFP) for a 2020 Water Resources Team

EXHIBIT CINSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other

agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance

requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.



Exhibit B - CCSD Water Resources Annotated Bibliography

2015 Urban Water Management Plan

WORK CITED	DESCRIPTION	DATE	AUTHOR	LOCATION IN PLAN
CCSD Groundwater Management Plan	Groundwater planning document for San Simeon Creek and Santa Rosa Creek groundwater basins.	November 2015	CCSD	Section 3.1
USGS Report 98-4061	Documents results of 3-year study of groundwater resources in Santa Rosa and San Simeon Creek basins.	1998	Yates & Van Konyenburg	Section 3.3
Sustainable Water Facility Draft Subsequent EIR	CEQA document to review existing conditions, analyze potential impacts, and identify mitigation measures for planned development.	August 2016	CCSD w/CDM Smith	Section 3.3.1
Program EIR – Water Master Plan	CEQA document to review existing conditions, analyze potential impacts, and identify mitigation measures for planned development.	August 2008	CCSD w/CDM Smith	Section 3.4
North Coast Area Plan	SLO County land use policies for the North Coast Planning Area, including LCP regulations.	Cambria Portion Updated 2007	SLO County	Section 3.4
Resource Summary Report 2012-2014	Analysis of available resources in SLO County for land development; updated biennially.	May 2015	SLO County	Section 3.4
Decision Support System Model	Proprietary model created by MWM to analyze CCSD water consumption and conservation efforts.	2013	Maddaus Water Management	Section 4.2
Final Report Task 3: Recycled Water Distribution System Master Plan	Engineering analysis for a proposed recycled water system.	July 2004	Kennedy/Jenks Consultants	Section 6.5
Baseline Water Supply Analysis	Assessment of water supply, demand analysis, development of water shortage emergency criteria, and water use restriction recommendations.	December 2000	Kennedy/Jenks Consultants	Section 8.1
Water Use Efficiency Plan	Conservation analysis and recommendation for Cambria.	February 2013	Maddaus Water Management	Section 9.3

Streamflow and Other Coastal Resource Reports

Title: Monitoring Report, 1992-1993. Lagoon Water Quality for Fish, Streamflow Measurements, Fish Sampling and Passage Conditions in San Simeon and Santa Rosa Creeks

Author: D. W. Alley & Associates

Date: 11-18-1993

Description: Monitoring report detailing water quality, instream flow, fish sampling, and steelhead passage conditions for Santa Rosa and San Simeon Creeks. The report includes monitoring specific to the Santa Rosa and San Simeon Lagoons.

Title: Passage Requirements for Steelhead in Santa Rosa Creek, San Luis Obispo County, California, 1993

Author: D. W. Alley & Associates

Date: 7-10-1993

Description: Instream flow analysis of Santa Rosa Creek to estimate minimum bypass requirements for steelhead trout. Recommended bypass flows were determined for various stages of the steelhead life cycle. A model was developed to simulate water depth as a function of streamflow, and depth criteria for bypass were applied.

Title: Trends in Juvenile Steelhead Production in 1994-2003 for San Simeon Creek, ..., With Habitat Analysis and an Index of Adult Returns

Author: D. W. Alley & Associates

Date: 8-2004

Description: Study to determine where most of the steelhead are produced, which reaches have habitat with the highest potential, and establish trends in juvenile population size and structure. Monitoring of habitat conditions at sampling sites was used to assess annual changes in habitat quality. A predictive model was used to determine an index of adult returns.

Title: October Monitoring of Tidewater Goby Populations and Water Quality in San Simeon and Santa Rosa Lagoons, ... February 2015

Author: D. W. Alley & Associates

Date: 2-2015

Description: Fish were sampled by multiple seine hauls in each lagoon. Tidewater gobies were divided into three size classes and counted. Water quality was monitored at various depths for both lagoons.

Title: A Preliminary Site Assessment and Instream Flow Study Plan, Santa Rosa Creek, Cambria, California

Author: Tenera Environmental Services

Date: 5-25-1990

Description: Study plan developed to fulfill partial compliance requirements for CCSD Water Rights Permit No. 20387. Plan was not implemented due to flows inadequate to evaluate steelhead passage requirements. Observations made during the preliminary site survey provide a basis for future study and are included in the report.

Title: San Luis Obispo County Regional Instream Flow Assessment

Author: Stillwater Sciences

Date: 1-2014

Description: Analysis providing a preliminary estimate of the magnitude and timing of instream flows needed to support steelhead in the creeks of San Luis Obispo County. Streams are prioritized for further detailed instream flow assessments. Recommendations for technically appropriate methods to produce site-specific instream flow assessments are made.

CCSD Water Rights Licenses and Operating Permits

Title: Right to Divert and Use Water – License No. 13916

Author: State Water Resources Control Board, Division of Water Rights

Date: 3-14-2019

Description: State license to divert and use water at three points of diversion from the San Simeon Creek Underflow subject to terms and conditions.

Title: Right to Divert and Use Water – License No. 13917

Author: State Water Resources Control Board, Division of Water Rights

Date: 3-14-2019

Description: State license to divert and use water at three points of diversion from the Santa Rose Creek Underflow subject to terms and conditions.

Title: Coastal Development Permit No. 428-10

Author: California Coastal Commission

Date: 5-29-1981

Description: Permit regulating diversion of water from San Simeon and Santa Rosa Creek aquifers. Originally issued under Application 132-18.

Title: Order No. R3-2019-0051 - Waste Discharge Requirements and Water Recycling Requirements for the CCSD Emergency Water Treatment Facility and Recycled Water Re-injection Project

Author: Central Coast Regional Water Quality Control Board

Date: 5-17-2019

Description: Permit regulating operation of the Title 22 advanced water treatment facility.



RESOURCES & INFRASTRUCTURE COMMITTEE

Tuesday, December 10, 2019

3:00 PM

1000 Main Street Cambria, CA 93428

1. CALL TO ORDER [0:00]*

Chairman Farmer called the meeting to order at 3:03 p.m.

2. ESTABLISH QUORUM [0:00]

Committee members present: Harry Farmer, Karen Dean, Tom Gray, Brad Fowles, Paul Nugent and James Webb

Staff present: Wastewater System Supervisor John Allchin, Water System Supervisor Jim Green, Management Analyst Melissa Bland

Public present: Allan Dean, David Pierson, Crosby Swartz, Laura Swartz, Cindy Steidel

3. CHAIRMAN'S REPORT [0:01]

Chairman Farmer reported on upcoming gray-water requirement for new home construction.

4. AD HOC SUB-COMMITTEE REPORTS [0:02]

Vice Chair Dean reported on ad hoc sub-committee for update of the Urban Water Management Plan.

5. PUBLIC COMMENT ON NON-AGENDA ITEMS [0:04]

Public Comment: None.

6. CONSENT AGENDA [0:04]

A. Consideration to Approve the November 19, 2019 Regular Meeting Minutes

Motion to approve the minutes.

Motion by: Vice Chair Dean

Seconded by: Member Webb

The motion was approved 5-Ayes (Dean, Gray, Webb, Fowles, Nugent), 0-Nays, 0-Absent

7. REGULAR BUSINESS [0:05]

A. Receive report from Wastewater Supervisor John Allchin and Water Supervisor Jim Green on the presentations from the companies being considered for the CIP Project Plan [0:05].

Public Comment: Crosby Swartz, Cindy Steidel

No action taken. See Item 7B for continuation of discussion.

B. Discuss criteria for selection of company for the CIP Project Plan and consideration of recommendation to the Board [0:51].

Public Comment: Laura Swartz, Cindy Steidel, Crosby Swartz

Motion to recommend to CCSD Board to continue PG&E's SST Program with expanded scope and enter Investment Grade Audit phase.

Motion by: Vice Chair Dean

Seconded by: Member Nugent

The motion was approved 5-Ayes (Dean, Gray, Webb, Fowles, Nugent), 0-Nays, 0-Absent.

C. Review recommendations from the Board and revise the Mission Statement, Goals and Objectives to be

**resubmitted to the Board as the 2020 Mission Statement,
Goals and Objectives [1:07].**

Public Comment: Crosby Swartz, David Pierson, Cindy Steidel,

Motion to recommend that the CCSD Board adopt the following revised text of 2020 Mission Statement, Goals and Objectives for the Resources & Infrastructure Standing Committee:

Mission Statement:

The Standing Resources and Infrastructure Committee is an advisory group established to advise the CCSD Board of Directors on matters pertaining to the District's physical assets and natural resources.

Objectives:

- Assess existing resources and gather information regarding the current and future needs of the community.*
- Maintain a working relationship with the community and the CCSD Board of Directors.*
- Consider and recommend plans of action that meet infrastructure and resources needs within the CCSD, or at the discretion of the Board.*
- Hold public meetings, tour and evaluate facilities, provide public access to tours.*
- Review annual staff reports on regulatory compliance.*
- Readdress yearly Resources and Infrastructure Committee goals to ensure they are in line with the District's overall priorities.*

Goals:

- Analyze and minimize loss of District water and make recommendations to the board.*
- Advise Board on lifecycle expectations for physical assets and assist staff with long-term planning.*
- Review and advise the District on conservation programs and opportunities.*

Motion by: Vice Chair Dean

Seconded by: Member Gray

The motion was approved 5-Ayes (Dean, Gray, Webb, Fowles, Nugent), 0-Nays, 0-Absent.

D. Discussion and consideration of 2020 Resources & Infrastructure Standing Committee regular meeting dates [1:37].

Public Comment: Crosby Swartz, Cindy Steidel

Motion to schedule the initial 2020 meeting on January 14 at 2 p.m., at 1000 Main Street, Cambria, and to set the schedule for the remainder of 2020 at that meeting.

Motion by: Member Gray

Seconded by: Member Nugent

The motion was approved 5-Ayes (Dean, Gray, Webb, Fowles, Nugent), 0-Nays, 0-Absent.

8. FUTURE AGENDA ITEMS [1:49]

Reappointment of Karen Dean as Vice Chair and Tom Gray as Secretary.

9. ADJOURN [1:50]

Chairman Farmer adjourned the meeting at 4:49.

*** Starting time on recording [hrs:mins]**

RESOURCES & INFRASTRUCTURE COMMITTEE MEETING SIGN-IN SHEET

Meeting Date: December 10, 2019

Name	Name
Karen Dean	
Allan Dean	
Paul Nugent	
Brad Fowles	
Harry Farmer	
David Pierson	
John Allchin	
BRAD FOWLES	
SM WEBB	
Crosby Swartz	
Laura Swartz	
JIM GREEN	
CINDY STEIDEL	
Tom Gray	
Melissa Blank	

Regular Business Item 3B



CAMBRIA COMMUNITY SERVICES DISTRICT
RESOURCES & INFRASTRUCTURE STANDING COMMITTEE
2020 REGULAR MEETING SCHEDULE

January 14, 2020 at 2:00 p.m.

February 10, 2020 at 2:00 p.m.

March 9, 2020 at 2:00 p.m.

April 13, 2020 at 2:00 p.m.

May 11, 2020 at 2:00 p.m.

June 8, 2020 at 2:00 p.m.

July 13, 2020 at 2:00 p.m.

August 10, 2020 at 2:00 p.m.

September 14, 2020 at 2:00 p.m.

October 12, 2020 at 2:00 p.m.

November 9, 2020 at 2:00 p.m.

December 14, 2020 at 2:00 p.m.

Regular meetings are held at the Veterans' Hall Dining Room
1000 Main Street, Cambria CA 93428

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Resource & Infrastructure Committee

AGENDA NO. **3.C.**FROM: John F Weigold IV, General Manager
Pamela Duffield, Finance Manager

Meeting Date: January 14, 2020

Subject: DISCUSS AND REVIEW CAPITAL
IMPROVEMENT PROJECT BUDGET
REALLOCATIONS AND APPROVE
STAFF RECOMMENDATIONS

RECOMMENDATIONS: Staff recommends the Resource & Infrastructure Committee discuss and review capital improvement project budget reallocations and approve recommendations to the Finance Committee. The capital improvement project budget reallocations are provided in the chart below.

DISCUSSION: During the second quarter of FY 2019/2020 (October 1 – December 31, 2019), there was an emergent water well pump replacement needed in Water Operations and a pump failure in Wastewater Operations. Both replacement projects are categorized as capital improvements and require a capital project budget reallocation.

Staff recommends the Resource & Infrastructure Committee make a recommendation to the Finance Committee to approve the capital improvement project budget reallocations which are outlined in the chart below.

Budget Reallocations					
Fund	Date	Agenda Item	Purpose	Sources	Uses
Water	8/15/2019	3.A.	SCADA System - Reallocate budget	\$ -	\$ (19,200)
Water			Water Well Replacement - Add Project & Budget	\$ -	\$ 19,200
			Fund Sub-Total	\$ -	\$ -
			Difference (unidentified sources of funding)	\$ -	
Wastewater	12/19/2019	8.B.	Lift Station Improvements - Reallocate budget	\$ -	\$ (11,500)
Wastewater			Pump Replacement - Add Project & Budget	\$ -	\$ 11,500
			Fund Sub-Total	\$ -	\$ -
			Difference (unidentified sources of funding)	\$ -	
			Difference (Total unidentified sources of funding)	\$ -	

Attachment: A) Capital Improvement Project List

Water CIP - Capital Improvement Program (Revised 5/6/2019 - For Discussion Only)				
		Ranking	Project Cost	10 yr Cost
Water Distribution System Projects				
1	Pressure Zone 2 to Zone 7 transmission main replacement @ SR Creek pedestrian bridge	1	\$ 120,000	\$ 120,000
2	Water Meter Replacements & Upgrades	1	\$ 1,050,000	\$ 1,050,000
3	Annual GIS updating & upgrades	1	\$ 10,000	\$ 100,000
4	Piney Way erosion control inspection report and follow-up protection efforts for existing pipeline	1	\$ 10,000	\$ 10,000
			Priority 1 Subtotal	\$ 1,190,000
5	Subzone metering of distribution system	2	\$ 150,000	\$ 150,000
6	Stuart Street Tank Replacement (125K gallon welded steel tank with new foundation)	2	\$ 458,000	\$ 458,000
			Priority 2 Subtotal	\$ 608,000
7	Replacement of problematic service lines within Leimert	3	\$ 130,000	\$ 130,000
8	Water Master Plan Amendment (revised fire flow modeling/tank sizing check)	3	\$ 35,000	\$ 35,000
9	Annual Water pipelines, pumps, and PRV repairs and replacements	3	\$ 50,000	\$ 500,000
10	Valve Replacements	3	\$ 20,000	\$ 20,000
			Priority 3 Subtotal	\$ 235,000
11	Inspection & spot repair to water transmission main under S. Parks wetlands area; or lining of transmission main plus study & predesign	4	\$ 80,000	\$ 80,000
12	Pine Knolls - Iva Court zone 1 pipeline expansion	4	\$ 165,000	\$ 165,000
			Priority 4 Subtotal	\$ 245,000
Tank & Booster Pump Station Projects				
1	SCADA System - Long-term Water Portion	1	\$ 250,000	\$ 250,000
2	Electrical transfer switch and conduit to well SS-3	2	\$ 25,000	\$ 25,000
3	San Simeon well field generator replacement	2	\$ 100,000	\$ 100,000
			Priority 2 Subtotal	\$ 125,000
4	Rodeo Grounds Pump Station Replacement (aka Zone 2 Booster pump station)	3	\$ 1,016,000	\$ 1,016,000
Water conservation				
1	Database for water conservation program/tracking with parcel links & APN file conversion	1	\$ 10,000	\$ 10,000
Vehicles & Trailer Mounted-Equipment				
1	Vehicle Replacement Program Reserves (Accumulate Funds)	1	\$ 25,000	\$ 250,000
Overhead Projects				
1	Contingency/reserves (Accumulate Funds)	1	\$ 15,000	\$ 150,000
			Grand Total	\$ 4,619,000
			Priority 1 Total	\$ 1,940,000
			Priority 2 Total	\$ 733,000
			Priority 3 Total	\$ 1,701,000
			Priority 4 Total	\$ 245,000
SWF CIP - Capital Improvement Program (Revised 4/30/2019 - For Discussion Only)				
		Ranking	Project Cost	10 yr Cost
Permitting				
1	EIR consulting (follow up agency discussions to support the SWF's Regular CDP)	1	\$ 10,000	\$ 10,000
2	Section 7 ESA consulting, annual AMP report, & AMP update	1	\$ 100,000	\$ 100,000
			Priority 1 Subtotal	\$ 110,000
Interim, short-term SWF Modifications				
1	Modifications to facilitate off-hauling RO waste (secondary containment, grading, rock, purchase tanks)			
	a) Secondary Containment, Grading, Rock	1	\$ 20,000	\$ 20,000
	b) Tank purchase	1	\$ 80,000	\$ 80,000
			Priority 1 Subtotal	\$ 100,000
Advanced Water Treatment Plant				
1	Miscellaneous instrumentation / monitoring upgrades	2	\$ 10,000	\$ 10,000
2	Filters / membrane replacements (or build reserves for future)	2		\$ -
			Priority 2 Subtotal	\$ 10,000
Long-Term Improvement Modifications				
1	Consulting assistance for coordination with Army Corps on WRDA grant (meetings, redefine work plan, & update scope of work)	1	\$ 40,000	\$ 40,000
2	Future permanent mods at SWF for trailer fill station [transfer tanks, piping, & spill containment/loading pad] (1,2)	2	\$ 200,000	\$ 200,000
3	AWTP pull-barn style covers for outdoor equipment & control panels (1,2)	2	\$ 50,000	\$ 50,000
			Priority 2 Subtotal	\$ 250,000
4	Sems, Hach WIMS, or custom programmer for logging/reporting software and tablets (yr 1 is software/programming assistance)	3	\$ 25,000	\$ 25,000
5	Installation of remote sensing instrumentation at SS creek (needs access agreement with State Parks)	3	\$ 10,000	\$ 10,000
6	Solar Array System (1,2)	3	\$ 375,000	\$ 375,000
			Priority 3 Subtotal	\$ 410,000
			Grand Total	\$ 920,000
			Priority 1 Total	\$ 250,000
			Priority 2 Total	\$ 260,000
			Priority 3 Total	\$ 410,000
			Priority 4 Total	-

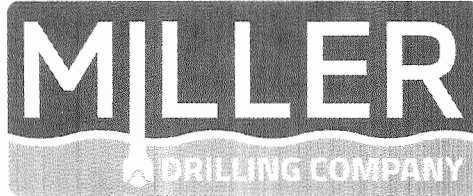
Wastewater CIP - Capital Improvement Program (Revised 5/6/2019 - For Discussion Only)				
	Wastewater Projects	Ranking	Project Cost	10-Yr Cost
	Wastewater Treatment Plant Projects in SST			
1	Electrical Upgrades (ECM 7) - Conduits between PG&E transformer and service witchboard, switchboard, connections to existing switchboard, connections to generator)	SST	\$ 232,500	\$ 232,500
2	Secondary Water System (3W) Improvements (ECM 10) - Submersible pumps, hydrpneumatic tank, demo, electrical/I&C	SST	\$ 185,000	\$ 185,000
3	Sewer Lift Stations (ECM 12) - Lift Station B1, Lift Station B4, Electrical/I&C	SST	\$ 3,945,000	\$ 3,945,000
4	Influent Lift Station Modifications (ECM 2) - Bypassing; VFDs; Equipment & Material Demo; Pumps, guiderails, valves, and piping installation; upper concrete wet well deck & hatches (installation); electrical/I&C; new concrete and repair coatings	SST	\$ 846,250	\$ 846,250
5	Modified Ludzak-Ettinger Process Upgrade (ECM 3) - MLE conversion based on Carollo 2015 Study minus VFD costs; header repair	SST	\$ 853,750	\$ 853,750
6	Influent Flow Equalization (ECM 1) - New or refurbished EQ tanks based on Carollo 10% design	SST	\$ 1,060,000	\$ 1,060,000
7	Effluent Pump Station Improvements (ECM 11) - Demo; surge tank replacement; pump replacement; install new VFDs; flowmeter; discharge manifold piping; instrumentation; replace air release valves; pipeline cleaning and flushing; electrical/I&C	SST	\$ 733,750	\$ 733,750
8	RAS and WAS Pumping Improvements (ECM 5) - RAS pumping system; WAS pumping system; scum pumps replacement; skimming troughs replacement; electrical/I&C	SST	\$ 496,250	\$ 496,250
9	SCADA System (ECM 9) - New SCADA system based on Carolla 10% Design	SST	\$ 721,250	\$ 721,250
10	Backup Power (ECM 8) - 365 kW NG Generator; Demo; Propane backup	SST	\$ 497,500	\$ 497,500
11	Blower System Improvements (ECM 4) - Replace 2 blowers; duct replacement	SST	\$ 1,345,000	\$ 1,345,000
12	Sludge Thickening (ECM 6) - Rehabilitate rotary drum thickener and screw press; new transfer pumps; stabilization tanks; aeration system and control valve; demo of clarifiers; rolloff area with roof; electrical/I&C	SST	\$ 961,250	\$ 961,250
	Subtotal		\$ 11,877,500	\$ 11,877,500
	Treatment Plant Projects Not in SST			
1	Clarifier Repairs (replace eastern drive unit's metallic hubs with non-corrosive hubs)	1	\$ 35,000	\$ 35,000
	Collection System Projects			
1	Lift Station B-2 (Wood Dr./E. Lodge Hill) new control panel at grade el.	1	\$ 425,000	\$ 425,000
2	Lift Station B-3 (Green St./W. Lodge Hill) new control panel	1	\$ 250,000	\$ 250,000
3	Lift Station 4 (DeVault Pl/Seaclift Estates) VFDs /new elect panel & 3 phase pump motors	1	\$ 85,000	\$ 85,000
4	Five-Year Replacement and New PCs for operators	1	\$ 10,000	\$ 20,000
5	Annual manhole inspections and report on needed corrections (approx. 20% of system/yr)	1	\$ 40,000	\$ 400,000
6	Annual Collection System Phased televising & cleaning (revised 11/20/18 reduced cost by 50% & extended number of years - SSMP has this over 10 yrs,)	1	\$ 50,000	\$ 500,000
7	Lift Station A (Nottingham & Leighton/Park Hill) new submersible pumps, MCC, bypass piping	1	\$ 400,000	\$ 400,000
8	Lift Station A (Nottingham & Leighton/Park Hill) control panel at grade el	1	\$ 90,000	\$ 90,000
9	Lift Station A-1 (Sherwood & Harvey/Marine Terrace) submersible pumps, MCC, bypass piping	1	\$ 265,000	\$ 265,000
	Subtotal		\$ 1,615,000	\$ 2,435,000
1	Lift Station B improvements (SR Creek/behind Park Hill) new control panel	2	\$ 75,000	\$ 75,000
2	Annual manhole raising due to street overlays & roadway work/Manhole cover replacements	2	\$ 10,000	\$ 100,000
	Subtotal		\$ 85,000	\$ 175,000
1	Annual Collection System Repairs to reduce I/I & damaged pipe sections	3	\$ 50,000	\$ 500,000
2	Lift Station B - new wet well, submersible pumps, and valve vault (placeholder)	3	\$ 300,000	\$ 300,000
3	Collection System Assessment software (E.g, t4 Spatial or other)	3	\$ 10,000	\$ 10,000
4	Annual Collection System Assessment/engineering for repairs (extended number of years - SSMP has this occurring over 10 yrs)	3	\$ 30,000	\$ 300,000
5	Lift Station B-3 (Green St./W. Lodge Hill) submersible pumps, MCC, bypass piping	3	\$ 250,000	\$ 250,000
6	Lift Station B - replace existing generator	3	\$ 60,000	\$ 60,000
	Subtotal		\$ 700,000	\$ 1,420,000
1	Annual SCADA System Maintenance or Upgrades - Collections System	4	\$ 25,000	\$ 25,000
2	Collection System smoke testing	4	\$ 50,000	\$ 50,000
	Subtotal		\$ 75,000	\$ 75,000
	Vehicles and Trailer- Mounted Equipment			
1	Pearpoint or equal TV inspection camera (removed cost from mid year total to meet reduced funding balance, 11/20/2018.)	1	\$ 50,000	\$ 50,000
2	Vactor truck - replace with new \$430K truck that meets emssion requirements (7 yr loan @ 4.5%)	1	\$ 518,000	\$ 518,000
	Subtotal		\$ 568,000	\$ 568,000
3	Vehicle Replacement Program (Annual reserves)	3	\$ 25,000	\$ 250,000
4	Portable equipment replacement program - backhoes, generators and pumps (Annual reserves)	4	\$ 15,000	\$ 150,000
	Deferred Major Maintenance			
1	Cleaning of aeration basins (after screen installation)	1	\$ 20,000	\$ 20,000
2	Cleaning of pipelines from headworks to aeration tanks (after screen installation), including cleanout additions	1	\$ 10,000	\$ 10,000
	Subtotal		\$ 30,000	\$ 30,000
3	Western clarifier - Replace clarifier chain, wear shoes, skid plates, & sprockets	2	\$ 40,000	\$ 40,000
4	Eastern clarifier - Replace clarifier chain, wear shoes, skid plates, & sprockets	2	\$ 40,000	\$ 40,000

1 **Wastewater CIP - Capital Improvement Program (Revised 5/6/2019 - For Discussion Only)**

2	Wastewater Projects	Ranking	Project Cost	10-Yr Cost
61	5 Repainting of WWTP	2	\$ 30,000	\$ 30,000
62	6 Repainting of lift station facilities	2	\$ 10,000	\$ 10,000
63		Subtotal	\$ 40,000	\$ 40,000
64				
65	7 Seal coat AC pavement at WWTP	4	\$ 65,000	\$ 65,000
66			Grand Total	\$ 17,120,500
67			Priority 1 Total	\$ 3,068,000
68			Priority 2 Total	\$ 215,000
69			Priority 3 Total	\$ 1,670,000
70			Priority 4 Total	\$ 290,000
71			SST Total	\$ 11,877,500

329 North Main Street
Templeton, CA 93465

805-434-1888 main
805-434-2384 fax



www.millerdrillingcompany.com

Invoice

11/11/2019

RECEIVED
DEC 12 2019
CAMBRIA CSD
CAMBRIA CSD
P.O. BOX 65
CAMBRIA, CA 93428

Job #	Invoice #	Terms
1309	7914	Net 30
State Drilling Contractor License #324634		

Description	Qty	Price Each	Amount
** AS MUCH WATER AS POSSIBLE WITH 30 HP 230 VOLT, GO FROM WELL TO RESERVOIR **			
385S300-4 PUMP END	1	3,050.00	3,050.00T
30 H.P. MOTOR 3 PHASE 230 VOLT	1	3,725.00	3,725.00T
6" COLUMN PIPE TAPER THREAD	2	535.00	1,070.00T
#4/4 JACKETED SUB CABLE	60	4.25	255.00T
# 4 SPLICE KIT	1	25.00	25.00T
NIPPLE 6" X 12" BLACK	2	165.00	330.00T
6" X 4" SWAGE NIPPLE SCH 80	1	210.00	210.00T
90 6" BLACK THREADED	1	245.00	245.00T
NIPPLE 6" X 24" TOE	1	140.00	140.00T
FLANGE 6" WELD ON	1	29.00	29.00T
WELL SEAL PLATE 12" X 6"	1	400.00	400.00T
FLOW INDUCER SLEEVE FOR MOTOR COOLING	1	75.00	75.00T
MISC EXPENSE	1	150.00	150.00T
LARGE RIG LABOR TO PULL TURBINE (PREVAILING WAGE)	1	2,968.00	2,968.00
LABOR TO INSTALL TEST PUMP (PREVAILING WAGE)	1	2,782.50	2,782.50
LARGE RIG LABOR TO INSTALL SUB PUMP (PREVAILING WAGE)	1	2,968.00	2,968.00

APPROVED FOR PAYMENT

Budget Mgr [Signature]
Date 12.16.2019
P.O. # SEE CONTRACT
Cct. Code 11-6031W-11
6170

Subtotal	\$18,422.50
Sales Tax (7.25%)	\$703.54
Total	\$19,126.04
Payments/Credits	\$0.00
Balance Due	\$19,126.04



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov



Seller, for security purposes, retains title to described goods until paid according to terms. Buyer assumes risk of loss or damage to described goods upon delivery. In case of buyers default, seller or his agents may take possession of and remove described goods from buyers premises or elsewhere without prior notice. Buyer waives all right of action for trespass, damage or other cause resulting from repossession. Upon buyers default in payment, buyer agrees to pay a finance charge of 18% APR plus reasonable collection costs and actual attorney fees.

Vendor	Vendor Name	Date	Ck #	CAMBRIA COMMUNITY SERVICES DISTRICT MAIN CKG ACCT - PACIFIC PREMIER BANK		
MIL00	MILLER DRILLING COMPANY 329 NORTH MAIN STREET TEMPLETON CA 93465	12/23/19	070757	PACIFIC PREMIER BANK Account # 3305381932		
Invoice	Date	Invoice Description	Gross	Discount	Total	
7914-8039-	Nov 11 2019 Dec 12 2019	WD/WARREN WELL PUMP REPLACEMENT PROJECT WW/TREATMENT PLANT PUMP EFFICIENCY IMPROV CONTRACT	19,126.04 11,425.14	.00 .00	19,126.04 11,425.14	
PY-PC			Totals	30,551.18	.00	30,551.18

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

00
2/09/2007
11:38

Recorded at the request of
VitalCheck Network

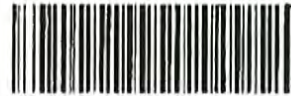
RECORDING REQUESTED BY
Clyde T. Warren



AND WHEN RECORDED, RETURN TO:
Russell M. McGlothlin



DOC#: 2007009258



Titles: 1 Pages: 35

Fees	109.00
Taxes	0.00
Others	0.00
PAID	<u>\$109.00</u>

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

ORIGINAL

APNs 013-062-001, 013-061-011, 013-005-024, and 013-051-008.

SETTLEMENT AGREEMENT

This Agreement is made and entered into this sixth day of November, 2006 ("Effective Date"), between Mr. Clyde Warren, the Warren Trust, and the Cambria Community Services District ("District") (referred to individually as a "Party" and collectively as "the Parties") with reference to the following facts, which the Parties agree are true and correct to the best of their knowledge and belief:

RECITALS

A. Cambria Community Services District ("District") is a public agency located within San Luis Obispo County organized under and existing by virtue of the laws of the state of California. The District, which was formed in 1967, is responsible for, among other duties, providing the domestic water supply and wastewater treatment facilities for the community of Cambria. The District owns two adjoining parcels within the San Simeon Creek Watershed (APNs 013-005-024 and 013-051-008 "District Properties"). The District also owns water rights to produce water from the District Properties for municipal water service within its service

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territory and other beneficial purposes. The District's parcel to the east is used as its primary well field ("District's Well Field"); and

B. Mr. Clyde Warren and the Warren Trust (collectively referred to hereinafter as the "Warrens") own real property north of the town of Cambria in San Luis Obispo County (Assessor Parcel Numbers ["APNs"] 013-062-001 and 013-061-011) ("Warren Properties"). The Warrens assert and guarantee that they are all of the owners of the Warren Properties, some parts of which are riparian to San Simeon Creek, that are subject to this agreement and that no other person or entity possesses the right to receive the water that is the subject of this agreement. The APNs listed above constitute all of the Warren Properties subject to this agreement and no other properties possess the right to receive water pursuant to the terms of this agreement. The Warren Properties, and their relation to the District's Well Field are shown by the map attached as Exhibit "A"; and

C. In 1976, the District applied for a permit from the State Water Resources Control Board ("State Board") to appropriate water from San Simeon Creek. San Simeon Creek originates on the upper slopes of the range between the Cypress and Black Mountains and flows westerly to the Pacific Ocean; and

D. Pursuant to State Board Decision 1477 the District was issued State Board Permit No. 17287 on May 9, 1978, authorizing the diversion of water from San Simeon Creek; and

E. Permit No. 17287 authorizes the District to extract 1,230 acre-feet per year from three (3) wells on property owned by the District (APN 013-005-024), which is adjacent to the Warren Property and which is located about one mile upstream from the Pacific Ocean. The District's three wells extract groundwater from a small alluvial groundwater basin surrounding San Simeon Creek (the "Basin"); and

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F. By virtue of a deed for the Warren Properties, dated October 23, 1939, attached as Exhibit "B"), the Warren Trust claim an interest in and to Well 9K1 and a 20 foot by 20 foot well site upon which Well 9K1 is located ("Well Site"), all of which is located overlying the Basin within the District's Well Field. The Warrens claim a right of ingress and egress to access and pipe water from Well 9K1 for use on the Warren Properties. The owner(s) of the Warren Properties have historically obtained water supplies for the Warren Properties from Well 9K1. The location of Well 9K1 and the Well Site in relation to the District's Well Field is shown in the illustrated photograph attached as Exhibit "C"; and

G. In 1988, the Warrens brought a complaint before the State Board alleging that District extractions were dewatering the Basin and causing Well 9K1 to go dry. In response to the claim, the State Board issued Order 88-14; and

H. In Order 88-14, the State Board revised State Board Permit No. 17287 to make the District "responsible for continuing to provide an alternative supply of water for Warren's valid riparian use, including any future increases in use, at such times that [District] diversions render Well 9K1 unusable." (Order 88-14, p. 55.) This responsibility was added to State Board Permit No. 17287 as Condition 23(a) (Order 88-14, pp. 66-6.); and

I. On or about August 5, 2004 the Warrens filed a complaint [reference number: 363:CAR: 262.0(40-14-05)] with the State Board against the District alleging that the District was refusing to comply with State Board Permit 17287, and specifically, Condition 23(a)'s requirement that the District "provide an alternative supply of water for Warren's valid riparian use . . . at such times that [District] diversions render Well 9K1 unusable." The District answered the complaint and denied that it was violating the permit condition as alleged by the Warrens; and

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J. A dispute has arisen between the Parties concerning the alleged non-compliance with terms of State Board Permit 17287, Decision 1477, and Order 88-14 with respect to the District's use and withdrawal of water from Basin, and the effect that those diversions have upon the Warren's ability to obtain water from the Basin for beneficial uses upon the Warren Properties; and

K. The Parties further dispute whether the Warrens are legally entitled to use or replace Well 9K1 and drill a larger capacity well within the Well Site to obtain additional quantities of water for beneficial uses upon the Warren Properties; and

L. The District is concerned about the legal right the Warrens have to access water on its property, the total quantity of water that the Warrens intend to extract from the Basin for use on the Warren Properties, and the effect of those extractions, when combined with other extractions including the District's extractions, on the Basin's hydrology, and thus the District's physical capability to extract water from the Basin; and

M. The District possesses a well that is located near its effluent spray field ("Non-Potable Well"), within the District Properties, but located downstream of the District's Well Field that can be used to supply non-potable water to satisfy the majority of the water demands on the Warren Properties, which arise from the Warrens intention to irrigate crops on their properties. The location of the Non-Potable Well in relation to the Warren Properties and the District's Well Field are shown in the illustrated photograph attached as Exhibit "D"; and

N. The Parties have tested the quality of the water from the Non-Potable Well, and those tests indicate that the water from this well will likely be suitable for irrigation on the Warren Properties; and

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O. The Parties believe that a physical solution can be implemented to resolve the current conflict and satisfy the interests of all parties whereby the Warrens shall limit their total quantity of water from the Basin on the Warren Properties, as provided herein and cease use of Well 9K1. In exchange, the District will provide a certain quantity of water (both potable and irrigation water) to the Warrens for use on the Warren Properties ("Replacement Water") in lieu of the Warren's extraction of water from Well 9K1 or any other well drilled on the Well Site.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals that the parties agree are true and correct, the Parties enter into this Agreement.

ARTICLE I. WATER SUPPLY OBLIGATIONS.

A. Warren Water Supply.

The District shall provide Replacement Water to the Warrens, as both "Irrigation Supply" and "Potable Supply" (both as set forth below), for use on those portions of the Warren Properties that are within the San Simeon Creek watershed. Deliveries of Replacement Water by the District to the Warrens shall occur as provided in this Article I. Nothing in this Agreement shall be constituted as an admission on the part of the District concerning the extent or scope of potential riparian land on the Warren Property.

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1. Irrigation Supply.

a. Quantities of Irrigation Supply. The District will provide Irrigation Supply for agricultural uses of that portion of APN 013-062-001 that is within the San Simeon Creek watershed, as follows:

- i) Up to 75 acre-feet per year ("afy") years 1 – 3 following the Effective Date;
- ii) Up to 100 afy during years 4-5 following the Effective Date;
- iii) Up to 150 afy during years 6-7 following the Effective Date; and
- iv) Up to 183.5 afy after the seventh year following the Effective Date and each year thereafter.

b. Obligations to Run with Land. The Irrigation Supply delivery obligations identified in Article I.A.1.a above shall touch and concern the Warren Properties and the District Properties; and shall run with the land.

c. Requisite Pressure. The District agrees to provide the Irrigation Supply identified above in Article A.1(a) at not less than 275 gallons per minute and not less than 105 pounds per square inch at the meter, which shall be located at the point of delivery for the Irrigation Supply identified by Exhibit "E."

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d. Water Quality for Irrigation Supply. The District shall provide, and the Warrens shall accept, water from any District source for Irrigation Supply that meets or is less than the following maximum acceptable constituent levels:

Chloride	100 mg/L
Boron	1.4 mg/L
Electrical Conductivity	1400 umhos/cm
Total Dissolved Solids	1000 mg/L
Sodium Absorption Rate	6.0

The water quality shall be confirmed by an initial test and ongoing periodic monitoring (not less than quarterly) by a qualified agriculture laboratory (e.g., Fruit Growers Laboratory, Inc.) that the District shall contract for the periodic monitoring of the water quality. The District shall make the results available to the Warrens by United States Mail or electronic mail.

e. Substitution of Potable Supply for Irrigation of Portions of APN 013-062-0001 to Protect District Potable Water Supplies. The Parties have identified the areas within APN 013-062-001 that may be inappropriate for irrigation with water from the Non-Potable Well set forth in Exhibit "F". The Warrens shall not apply water from the Non-Potable Well to the property identified in this exhibit. The District may require the Warrens to expand or move this area to protect its potable water supply wells. If the District requires the Warrens to move or expand this area, the District shall pay the Warrens damages and any additional costs incurred by the Warrens as a result of this substitution, including, but not limited to, any additional irrigation

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infrastructure (e.g., pipes, booster pumps, holding tanks, etc.) that may be required to accommodate the substitute Irrigation Supply, as compared to irrigation of APN 013-062-0001, as allowed by this Agreement, exclusively with Irrigation Supply from a single source and delivery location (e.g., Non-Potable Well and Irrigation Supply delivery location identified on Exhibit "E").

2. Potable Supply.

a. Potable Uses on APN 013-062-0001. The District shall provide up to 20 afy of Potable Supply for uses on APN 013-062-001 requiring potable water (e.g., residential, livestock watering, etc.) and for substitution of potable supply for irrigation of portions of APN 013-062-0001 to protect the District's potable water supplies as set forth in Article A.1(e) above. This Potable Supply shall be provided at not less than 75 gpm and not less than 60 pounds per square inch at the meter, which shall be located at the point of delivery for the Potable Supply identified by Exhibit "E." The Warrens will employ reasonable water conservation methods in the use of the Potable Supply, which are customarily implemented by other potable water users within the California Central Coast, which are using potable water supplies for the same purposes as the uses supplied by the Potable Supply on the Warren Properties. If this water use exceeds this amount the District shall charge the user the current commercial rate for the excess water.

b. School House Property. In addition to the 20 afy of Potable Supply provided by the District for use on APN 013-062-001, the District shall provide up to an additional 1.5 afy, not to exceed fifty 50 gpm, of potable water for use on APN 013-061-011, which is commonly referred to as the "School House Property". The School House Property

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includes a residence. The 1.5 afy of Potable Supply provided by the CCSD to APN 013-061-011 shall not increase but, shall be available for any beneficial use of the School House Property allowed by pertinent land use authorities as long as the use is not expanded to include another single family residence. A single-family residence does not include a guesthouse. Further, the 1.5 afy of Potable Supply may be used on any and all portions of the School House Property, including any future lands included within the School House Property pursuant to any lot line adjustment. If this water use exceeds this amount the District shall charge the user the current residential rate for the excess water.

B. Location of Deliveries of Replacement Water. The District shall cause the Replacement Water to be delivered and metered at the locations on the boundaries of the Warren Properties shown in the illustrated maps and photographs attached as Exhibit "E".

C. Responsibility for Maintenance of Water Supply Facilities. The District shall be solely responsible for maintaining all water supply facilities on District Properties up to and including the meters installed on the water delivery pipelines at the three points of delivery to the Warren Property identified in Exhibit "E." The District shall also maintain the backflow prevention device on the meters. The Warrens shall be responsible for maintaining and operating all water supply facilities extending from the meter to any point of use on the Warren Properties.

D. Responsibility for Electricity Costs Relating to Well Production. The District shall pay all electricity charges for all wells located on the District Properties except as set forth below. The Warrens shall be solely responsible for the electrical costs for the Non-Potable Well or any replacement well for Irrigation Supply while it is exclusively used and the operated (i.e.,

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turned on and off) by the Warrens, provided that: (a) the existing well/pump is maintained to achieve a minimum of 65% efficiency; (b) if the pump to the well is replaced, it is replaced with a reasonably efficient pump of at least 80% efficiency, as compared to similarly situated wells equipped with new pumps of similar capacity; (c) the Warrens and their agents are provided reasonable opportunity to inspect the well and related appurtenances to ensure that the well is exclusively being used and operated by the Warrens, and to test the well to ensure that the well/pump is maintained to achieve the minimum efficiency set forth above; and (d) the Warrens are allowed to choose the rate schedule offered by the power company (e.g., Pacific, Gas, and Electric, Co.) that best meets their needs. However, if the District shall pay the full electrical costs for (a) all other wells used to supply Replacement Water, and (b) all wells in the event the preceding criteria are not satisfied in relation to any well designated for exclusive use by the Warrens. If the District chooses to supply any or all of the Irrigation Water from another well, the Warrens shall reimburse the District for the electrical costs to deliver this water at a rate not to exceed the costs to deliver the water from the Non-Potable Well, assuming the Non-Potable Well was operated pursuant to the efficiency standards set forth above and during the most rate-optimal time period.

E. Riparian, Reasonable and Beneficial Use. The Warrens shall only use water delivered from the District upon the Warren Properties, only within the San Simeon Creek Watershed and only for reasonable and beneficial uses, as required by Article X, Section 2 of the California Constitution.

F. District Right to Inspect. The Warrens shall allow the District reasonable access to the Warren Properties to inspect the location and nature of water use upon forty-eight (48)

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hours prior written notice.

ARTICLE II. PERMIT 17287

A. Permit 17287. So long as this Agreement is in effect and there is no breach of its provisions, the Warrens acknowledge that compliance with this Agreement shall satisfy all requirements and obligations related to State Board Permit No. 17287, including, but not limited to, replacement water supply obligations that the District might otherwise be obligated to provide pursuant to Condition 23(a) of State Board Permit No. 17287. In accordance with existing law, upon breach and expiration of time to cure as set forth in Article IV below, the Warrens may file a complaint with the State Board or sue for breach of contract in addition to other available remedies as set forth in detail in Article VI.H. Nothing in this Agreement shall operate to limit any potential legal claim or defense available to the Warrens or the District upon breach of this Agreement.

B. Resolution of State Board Complaint No. 363:CAR262.0 (40-14-05). Within ten (10) days after the Effective Date, the Warrens shall request dismissal of State Board Complaint No. 363:CAR:262.0 (40-14-05) filed with the State Board on or about August 5, 2004 ("Complaint").

ARTICLE III. WARREN TO QUITCLAIM 9K1.

Concurrently with execution of this Agreement, the Warrens shall issue to the District a quitclaim deed waiving all present and future rights to Well 9K1 and the Well Site that was deeded to the Warrens' predecessor in interest by the Hearst Sunical Land and Packing Corporation in 1939. The Parties acknowledge that the Warrens have agreed to quitclaim their

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rights to Well 9K1 and the Well Site to the District as a *quid pro quo* exchange for the District's obligation to provide Replacement Water to the Warren Properties, as provided in Article II above, and the Warrens' right to enter the District's property and drill and install a replacement well(s) and related appurtenances and water lines in the event this agreement is invalidated, or if a court of competent jurisdiction so orders, as provided in Article V (C) below.

ARTICLE IV. PARTIES RIGHTS AND DUTIES DURING WATER SUPPLY SHORTAGE

If there is a water supply shortage due to no fault of the District, the District shall as soon as practicable notify the Warrens. The parties will meet and confer in good faith to mutually develop and implement a reasonable water management plan to maximize the supply of potable water to the District while minimizing any damage to the Warrens' crops and produce production.

ARTICLE V. CESSATION OF DELIVERIES OF REPLACEMENT WATER, SPECIFIC PERFORMANCE, AND WARRENS' RIGHT INSTALL WELL.

A. Right to Specific Enforcement. If the District fails to provide the Replacement Water to the Warrens as set forth in this Agreement the Warrens may immediately seek a court order to specifically enforce this Agreement and/or enjoin the District from stopping the delivery of water.

B. Reductions in Replacement Water Supplies. The District shall not be responsible for providing Replacement Water to the Warren Properties in the event the Basin becomes polluted by a man-made contaminant provided that: (a) the source of pollution is not attributable to any fault of the District, (b) the District is physically or legally unable to provide Replacement Water that does not contain unacceptable levels of the contaminant from the

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District Properties, and (c) the District's provision of Replacement Water to the Warren Properties for the purpose identified in this Agreement (e.g., irrigation, livestock, or human consumption) from the District Properties would result in a violation of State or Federal law. Should the District reduce deliveries of Replacement Water under these circumstances, the District shall (a) promptly and diligently work to remediate the pollution and resume deliveries of Replacement Water to the Warren Properties, and (b) cooperate with and assist the Warrens in obtaining an interim substitute water supply, first for the Warrens' potable water demands, and then for the Warrens' irrigation water demands. The Warrens shall work cooperatively with the District to eliminate the pollution. As used in this paragraph, the term "pollution" shall only refer to man-made contaminants, and shall not include increased salinity resulting from intrusion of seawater into the Basin.

The District may reduce deliveries of Potable Supply to the Warrens as set forth in this Agreement due to drought, but only after: (a) the Parties have met, developed, and implemented a reasonable water management plan pursuant to Article IV of this Agreement, (b) the District is maximizing the use of its other potable water resources, and (c) the District has reduced its production of groundwater from the Basin for use by the District and its customers by a pro-rata percentage. As used in this paragraph, the term "pro-rata percentage" shall mean that the District shall reduce its production of groundwater from the Basin for use by the District and its customers by the same percent of reduction of the Replacement Water provided to the Warrens.

The District may reduce the Irrigation Supply to the Warrens only as required to meet the requirements of the District's State Board Permits or other applicable State or Federal Law, and only after: (a) the Parties have met, developed, and implemented a reasonable water management

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plan pursuant to Article IV of this agreement, (b) the District is maximizing the use of its other potable water resources, and (c) the District has reduced its production of groundwater from the Basin for use by the District and its customers by a pro-rata percentage. As used in this paragraph, the term "pro-rata percentage" shall mean that the District shall reduce its production of groundwater from the Basin for use by the District and its customers by the same percent of reduction of the Replacement Water provided to the Warrens.

C. Warrens Right to Enter the District's Well Field and Install Well. If this agreement is invalidated, or if a court of competent jurisdiction so orders, the Warrens shall have a right to enter the District's Well Field and drill a well, and install said well(s) appurtenances, and waterline(s) to substitute for the provision of Replacement Water to the Warren Properties and provide a permanent water supply for the Warren Properties in quantities at least equal to the Replacement Water obligations set forth in this Agreement. The location of the well site for said well(s) is identified in Exhibit "G," which may be modified by good faith agreement or dispute resolution, if necessary, in the event that the Warrens are unable to successfully construct a well that produces water of equivalent quantity and quality for the intended beneficial uses on the Warren Properties. The District shall grant an easement to the Warrens to access, maintain, and when necessary, replace, said well(s), appurtenances, and waterline(s).

The Warrens' Right to Enter shall survive should this Agreement be terminated for any reason, or should any other provision of this Agreement be deemed null, void, or unenforceable.

ARTICLE VI. ADDITIONAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall run in perpetuity from the Effective Date.

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B. Agreement to Run with Land. This Agreement shall touch and concern the Warren Properties, and the District Properties, and shall run with the land and be binding upon and for the benefit of the Parties and their respective successors, members, representatives, assigns, officers, directors and agents wherever the context allows. All rights, entitlements, benefits, duties, obligations, and liabilities set forth in this Agreement shall run with land for the benefit of successors of both Parties and to burden successors of both Parties.

C. Recordation. This Agreement shall be recorded against the Warren Properties (APNs 013-062-001 and 013-061-011) and the District Properties (APN 013-005-024 and 013-051-008).

D. Breach, Meet and Confer, and Right to Cure. Upon an alleged material breach of any obligation under this Agreement, the Party who claims a breach must serve the other Party with a written notice of breach, and upon request of the alleged breaching Party, meet and confer with the alleged breaching Party within seven (7) days of the request to meet and confer to negotiate in good faith means to resolve or remedy the breach in a manner satisfactory to both parties. Moreover, the Party responding to a claim of breach shall have a minimum of thirty (30) days from the date of notice of the alleged breach to cure any alleged material breach. However, nothing in this Article VI.D shall relieve the District of any liability resulting from the suspension or reduction of deliveries of Replacement Water, as set forth in Article VI.E.

E. Warren Damages. The District shall compensate the Warrens for all reasonable actual damages suffered as a result of the suspension or reduction of deliveries of Replacement Water (either temporarily or permanently), except for suspension or reduction of deliveries of Replacement Water pursuant to the circumstances described below. Damages shall not include

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the value of the water lost but only the damages caused by the failure to have water delivered. The District's liability for damages resulting from suspension or reductions of Replacement Water Supply shall not arise under circumstances that are: (a) wholly the result of damage to the necessary wells or conveyance facilities caused by natural occurrences so long as the District promptly and diligently repairs the damaged infrastructure to resume water supply to the Warren Properties, (b) the result of pollution as set forth in Article V, and/or (c) the result of drought or application of State or Federal laws, and the District demonstrates by a preponderance of the evidence that the Warrens would have been incapable of obtaining sufficient groundwater from that portion of the Basin that is overlain by the District's well field, without limitation to well capacity, even if the District produced no groundwater from the Basin during the irrigation season at issue.

If the damages incurred by the Warrens are agricultural in nature, the amount of the damages shall either be mutually agreed upon by the Parties or, in the event the Parties do not reach a mutually agreeable decision regarding damages within thirty (30) days from the date of written claim of damages submitted to the District by the Warrens, the amount of damages shall be determined by binding arbitration by a three (3)-member agricultural expert panel. The expert panel shall include an agricultural expert appointed by the District, an agricultural expert appointed by the Warrens, and a third neutral agricultural expert chosen by the two appointed experts. If the damages incurred by the Warrens are other than agricultural in nature, prior to the Warrens bringing any legal action to collect an award for damages, the Parties shall meet and confer within thirty (30) days from the date of written claim of damages submitted to the District by the Warrens and negotiate in good faith to attempt to reach a mutually agreeable settlement of said damages claim.

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F. Warren Web Site. Within five (5) calendar days of the Effective Date, the Warrens shall eliminate any reference to the location of the District's well facilities, pipe facilities, wastewater facilities, and/or the security device and fencing from its web site and shall never again display the information on a public web site or any other public forum. Failure to remove this information within five (5) calendar days of the Effective Date or the future posting of any similar material by the Warrens shall be deemed a material breach. The District's sole remedy for a breach of this Article VI.F by the Warrens shall be to seek an order of the court enforcing the specific terms of this Article VI.F after notice of breach and the thirty (30) day time for cure has expired, as set forth in Article VI.D. The District shall not discontinue water service to the Warrens as provided within this Agreement as a result of a breach or alleged breach of this warranty by the Warrens.

G. Press Release. The Parties shall, if requested by the District, issue a mutually agreeable press release regarding the settlement of the conflict. Said press release shall be prepared by the District, concurred in by Warrens, and be released concurrently with the execution of this agreement.

H. Claims Released. District and its members, representatives, employees, officers, agents, attorneys and designees, on the one hand, and the Warrens and its beneficiaries on the other hand, hereby release and forever discharge each other and their predecessors, successors, agents, officers, directors, shareholders, attorneys, and any person claiming by or through any of them from any and all claims, demands, liabilities, obligations, causes of action, damages, judgments, payments, attorneys' fees and costs, both known and unknown, that the releasing Party may now have against the other Party in relation to alleged non-compliance with State

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Board Permit No. 17287 or prior interference with water supply from the Basin. With regard to the matters being released herein regarding State Board Permit No. 17287, other than the liabilities and obligations created by this Agreement, the Parties waive the provisions of Section 1542 of the California Civil Code, and any other similar statute, rule or case law. Both Parties have read and now understand Section 1542, and have consulted with counsel regarding its terms. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I. No Waiver of Legal Claims or Rights Other Than as Expressly Stated.

Except as to the release of claims related to alleged prior non-compliance with State Board Permit No. 17287 or prior interference with water supply from the Basin as set forth in Article VI.H, nothing in this Agreement shall be construed as a waiver of any legal claim or right by either Party, including, but not limited to, either Party's claims or defenses concerning (i) the extent and character of either Party's rights to extract groundwater from the Basin, San Simeon Creek or both, or (ii) the riparian status of the Warren Property to the Basin or San Simeon Creek, or both (collectively "Disputed Matters"). However, notwithstanding the preservations of legal claims and rights set forth in this Article VI.I, neither Party shall bring any legal or administrative action concerning the Disputed Matters until after the other Party has breached this agreement and the thirty (30) day time for cure has expired after written notice of the breach, as set forth in Article VI.D.

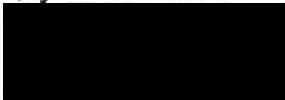
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J. Notice. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

District:

Cambria Community Services District
P. O. Box 65
Cambria, CA 93428
Attn: General Manager

Clyde T. Warren and the Warren Trust:

Clyde T. Warren


Any notice so given shall be considered served on the other Party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service. If the address or identity of any Party changes that Party shall notify the other of the new address or name of successor in interest.

K. Attorneys' Fees. If any legal action or proceeding is brought (i) to enforce the terms of this Agreement, (ii) for a declaration of rights and duties under this Agreement, or (iii) because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled.

L. No Admissions or Representations Except as Expressly Stated. Nothing in this Agreement shall be construed as an admission of any type by any Party. Each Party in executing the Agreement does not rely upon any inducements, promises or representations made

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by any other Party except as set forth herein.

M. Consultation with Legal Counsel. Each of the Parties affirmatively represents that it has been represented throughout the negotiation and drafting of this Agreement by counsel of its own choosing. Each Party and signatory below has read the Agreement and has had its terms and consequences explained by its counsel. The Agreement is freely and voluntarily executed and given by each Party and signatory below after having been apprized of all relevant information and data furnished by its attorneys of choice.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and signatories below for the settlement and release of all claims identified herein. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a duly executed writing.

O. Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of California.

P. Severability of a Provision. Should any term of this Agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

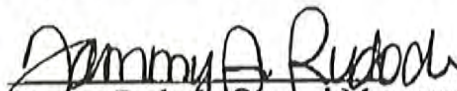
Q. Construction of Agreement. Each Party has cooperated in the drafting and preparation of this Agreement. The Agreement shall not be construed against any Party on the basis that such Party drafted the Agreement or any provision thereof.

R. Authority to Bind. Each of the undersigned signing on the behalf of a Party warrants that he or she is authorized to sign for such Party. Moreover, concurrent with the

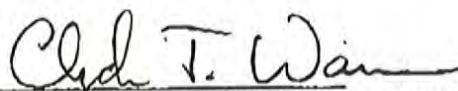
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execution of this Agreement, the General Manager signing this Agreement on behalf of the District, shall provide the Warrens with an official resolution of the District that authorizes the General Manger to execute this Agreement on the District's behalf.

11/7/06
Date

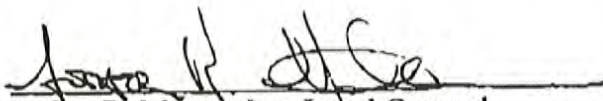

Tammy Rudock, General Manager
Cambria Community Services District

November 6, 2006
Date

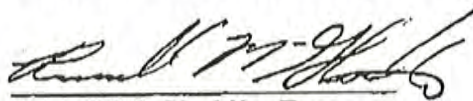

Clyde T. Warren, individually and on behalf of the
Warren Trust

Approved as to form:

11/7/06
Date


Arthur R. Montandon, Legal Counsel
Cambria Community Services District

11/7/06
Date


Russell McGlothlin, Esq.
Hatch & Parent Law Corporation
for Clyde T. Warren and the Warren Trust

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Luis Obispo } ss.

On 23 January 2007 before me, Kathy A. Choate, Notary Public
Date Name and Title of Officer (e.g., "June Dod, Notary Public")

personally appeared Arther R. Montandon
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kathy A. Choate
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Settlement Agreement and District (CCSD) Warren Trust

Document Date: November 6, 2006 Number of Pages: 21

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: Arther R. Montandon

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

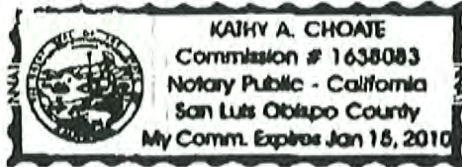
State of California }
County of San Luis Obispo } ss.

On 23 January 2007 before me, Kathy A. Choate Notary Public
Date Name and Title of Officer (e.g., "Jane Doe," Notary Public)

personally appeared Tammy A. Rudock
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kathy A. Choate
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Settlement Agreement and District (CCCSO) Warren Trust

Document Date: November 6, 2006 Number of Pages: 21

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: Tammy A. Rudock

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



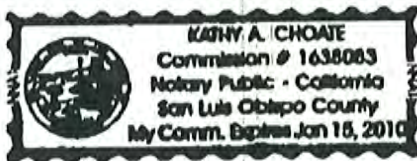
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Luis Obispo } ss.

On 23 January 2007 before me, Kathy A Choate, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Clyde Thomas Warren
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kathy A. Choate
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warren Trust Settlement Agreement - and District (ccsd)

Document Date: November 6, 2006 Number of Pages: 21

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: Clyde Thomas Warren

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



ACKNOWLEDGMENT

State of California
County of Santa Barbara

On 1/30/07 before me, April Robitaille
(here insert name and title of the officer)

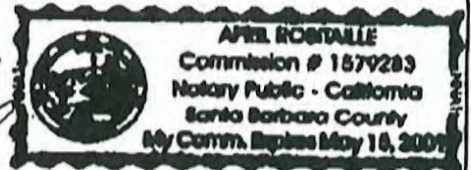
personally appeared Russell McGlothlin

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and
acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized
capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~,
or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature

April Robitaille



(Seal)