

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *msl*
GENERAL MANAGER
DATE: OCTOBER 4, 2013



APPROVE SUPPORT SERVICES CONTRACT FOR WATER SYSTEMS CONSULTING INC.

ITEM

Consider proposal from Water Systems Consulting Inc. (WSC) to provide a water demand analysis at a not to exceed cost of \$20,000 [RECOMMEND CONSIDER WATER RESOURCES COMMITTEE RECOMMENDATION]

BACKGROUND

Staff solicited a proposal from WSC to provide a water demand analysis. The proposed analysis will provide the basis for allocating 500 acre-feet of supplemental water project capacity the District has reserved for new water customers. It is imperative the District neither over nor under allocate the capacity as the consequences of either error could be significant.

Over allocating water to new projects would reduce the number of projects that could receive allocations and thereby limit the amount of capacity charges the District stands to collect from new water connections. Capacity charges are the cornerstone of the funding plan for Phase 2 and Phase 3 of the Supplemental Water Project. These additional phases will be required to bring the project capacity from 650 acre-feet per year (Phase 1) to the build out design capacity of 3,000 acre-feet per year.

Under allocating water to new projects would over-assign the reserved supplemental water capacity and could result in putting new demand on the basin's groundwater resources. With the current pumping imbalance, the District must insure all new water demands authorized by the District following the groundwater courts final judgment (January 25, 2008), are met by supplemental supply – or long-term balance of the basin underlying the Nipomo Mesa may never be achieved.

WSC conducted the District's 2010 Urban Water Management Plan and has assisted the District with numerous reporting and data analysis tasks since then. WSC currently provides water conservation program related support services through a separate contract.

Your Board's Water Resources Committee reviewed the WSC proposal at its October 7 meeting.

FISCAL IMPACT

The adopted 2013-2014 budget includes funding for these professional services.

STRATEGIC PLAN

Strategic Plan Goal 1.1 – Protect, Enhance, and Assess available Water Supplies.

RECOMMENDATION

Staff recommends the Board of Directors consider the Water Resource Committees recommendation and either:

1. By motion and roll-call vote, approve WSC providing a water demand analysis and direct staff to issue WSC a Task Order with a not to exceed value of \$20,000 for these services; or
2. Provide staff direction

ATTACHMENTS

- A. October 2, 2013 WSC Proposal

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\2013\1131009 WSC TASK ORDER DEMAND ANALYSIS .DOCX

OCTOBER 9, 2013

ITEM E-1

ATTACHMENT A



10/2/2013

Mr. Michael LeBrun, P.E.
General Manager
Nipomo Community Services District
148 S. Wilson Street
Nipomo, CA 93444

SUBJECT: PROPOSAL TO PROVIDE A WATER DEMAND ANALYSIS

Dear Mr. LeBrun,

In response to your request in our meeting on July 26, 2013, Water Systems Consulting, Inc. (WSC) is pleased to present this proposal to develop a Water Demand Analysis Technical Memorandum (TM) for the Nipomo Community Services District (NCSD). This proposal outlines the proposed scope of services, schedule, and budget to analyze NCSD's water demand for the purposes of developing a defensible basis for water demand allocations for new development. This proposal includes the following sections: 1. Background and Understanding; 2. Approach; 3. Scope of Services; 4. Schedule; and 5. Budget.

1. Background and Understanding

Per the requirements of the Santa Maria Groundwater Basin Judgment (Judgment), NCSD is in the process of developing the Supplemental Water Project, Phase 1. The Supplemental Water Project will deliver supplemental water to District customers and the Nipomo Mesa, and includes construction of a pipeline to connect NCSD's water system with the City of Santa Maria's system. The pipeline will be developed in phases, allowing NCSD to meet its Judgment requirement to bring 2,500 acre-feet-per-year (AFY) of supplemental water to the Nipomo Mesa, while providing capacity to deliver up to 500 AFY of additional water for new development. As a result of the future availability of supplemental water for new development, NCSD is currently processing water service applications for new development projects within its service area. NCSD's Ordinance 2009-114 establishes a limit and procedure of certification for water service allocation for new residential development. The allocations per dwelling unit, as well as annual allocation limits per project, are based on the observed demands, including irrigation, from the draft Engineer's Report for the Supplemental Water Project.

In addition to Ordinance 2009-114, NCSD's water demand analysis includes a Water Use Analysis section in the *DRAFT NCSD Assessment District Research Memorandum* (AD Memo) prepared by the Wallace Group in April of 2009. The AD Memo presented an analysis of water use from 2007 and 2008 based on parcel size, dwelling units, and zoning. The AD Memo also analyzed existing and potential "Equivalent Benefit Units" based on zoning and parcel sizes for each parcel within NCSD's service area, which was compiled into an assessment geodatabase. As acknowledged in the AD Memo, the data extracted from the AD Memo analysis has the ability to be utilized in many more ways than were analyzed in 2009.

As part of the 2010 Urban Water Management Plan (UWMP), WSC applied the average water demand from Fiscal Year (FY) 2005 through 2009 to the existing benefit units within each parcel identified in the assessment geodatabase. Additionally, WSC applied other water demand factors to potential future benefit units to project future water demand through buildout. Since then, NCS D has updated the geodatabase to link all of its customer accounts to a parcel.

WSC will build upon the water use analysis and geodatabase efforts completed to-date and will analyze water demand data from 2009 through June 2012 to establish a defensible basis for water demand allocation for new water connections.

2. Approach

WSC's water demand analysis will employ a pragmatic approach using spatially allocated water demand from NCS D's GIS geodatabase to build a compatible and adaptive GIS geodatabase framework that will be used to identify water demand variables, influential factors, and trends in order to accurately identify a basis for future water demand allocation. The water demand analysis utilizes spatially allocated historical water demand data, zoning, and parcel data to provide metrics to aid the District in understanding its customers' water demand patterns. The water demand analysis consists of four steps.

Step 1. Baseline Water Demand Allocation Update

The first step of the analysis will include updating the AD Memo water use analysis with water use and production data from 2009-2012 to develop water demand factors. Then, the 2007-2008 and 2009-2012 water demand factors can be compared using the same categories for zoning and parcel sizes. WSC will analyze the 2009-2012 dataset to determine if the old zoning and parcel size categories are still relevant for developing future water demand allocations. The resulting dataset and water demand factors from this step will be established as the "Baseline Scenario" for this analysis.

Step 2. Assessment of Indoor and Outdoor Water Demand

The Baseline Scenario dataset will be broken down into indoor and outdoor water demands by analyzing bi-monthly water demand and monthly rainfall records. The bi-monthly demands will be divided evenly between each respective month of the bi-monthly period to yield estimated monthly demands. Monthly rainfall data for the 2009-2012 period will be analyzed to determine a wettest average month. It will be assumed for residential demand categories that water demand during the average wettest month is almost completely attributed to indoor use. Therefore, the average wettest month's water demand multiplied by 12 months will be considered the annual indoor water demand, or "base load", for each residential customer and the remainder of annual demand will be attributed to outdoor water demand. Due to the widely varying demands within non-residential demand categories and availability of irrigation meter records, a separate analysis of non-residential indoor and outdoor uses will be prepared using indoor and outdoor water demand records to yield demand factors. Water industry standardized methodologies will be researched as directed by District Staff to supplement the analysis of non-residential water demands. Based on this methodology, water demand factors for residential and non-residential uses will be developed to comprise the "Indoor and Outdoor Scenario". There are multiple ways to supplement the analysis of indoor and outdoor water demand. For example, outdoor use could be calculated by applying evapotranspiration (ET_o) and crop coefficients to estimated

landscaped areas using GIS remote sensing or hand-digitization of parcel group samples from different neighborhoods. However, considering readily available data, analyses using alternative methods for calculating indoor and outdoor water demands are not included in this proposal.

Step 3. Buildout Water Demand Comparison

The water demand factors for both scenarios defined previously will be used to estimate buildout water demand. For the purposes of this analysis the buildout condition consists of existing development and potential development for each parcel as defined and developed in the AD Memo. The estimated buildout water demand for each scenario will be compared with the estimated buildout demand presented in the *Sensitivity Analysis for the Basis of Assessment Memorandum*, the AD Memo, and the 2010 UWMP. This comparison of buildout demands will serve as the basis to determine recommended water demand allocations for future development.

Step 4. Develop Recommended Water Demand Factors

Based on the water demand comparison, the water demand factors will be assessed and revised in coordination with District Staff to establish prudent water demand factors that will accurately project future water demand allocations that are aligned with projected available supplies.

Additional Benefits

While the primary objective of the water demand analysis is to develop a defensible basis for future water demand estimates and allocations, there are additional benefits produced from developing the GIS geodatabase framework with updated monthly water demand data. The GIS geodatabase framework will leverage the water demand analysis to make it useful for integration with many of NCS D's ongoing and upcoming efforts including the Water Conservation Program Update, operational procedures and plans, billing and customer service, infrastructure planning, and the Water Fund Rate and Capacity Charge Study. For example, water demand from the Baseline Scenario could be linked to study areas and demographic data to determine if many of NCS D's programs and policies are correlated to changes in water demand in specific areas or within certain demographic groups. Changes to water demands caused by NCS D programs and policies could be analyzed based on water demand per neighborhood, per parcel, per unit, or per person. The following table shows NCS D programs and policies that could be analyzed for correlation to water demand changes using the GIS geodatabase framework.

NCSD Program or Policy	Possible Causes for Water Demand Changes	Analysis of Potentially Correlated Water Demand Changes
Billing and Customer Service; Rate Study	Implementation of rate change	Analyze demand before and after a higher than average tier is reached based on monthly customer billing records to determine customer response to rates. Responses may vary by study area or demographic group.
Operational Procedures and Plans	Meter replacement or leak repair	Analyze demand before and after repair or replacement to determine reduction in water losses. Water loss reduction could be incorporated into a cost-benefit analysis of leak repair and meter replacement programs. Geographic plotting of repairs can be used to inform proactive repair or replacement to reduce water loss.
Water Conservation Program Update	Washer Rebate Program	Analyze demand before and after rebate to determine water demand reduction. Water demand reduction could be incorporated into a cost-benefit analysis of the program. Geographic plotting of rebates can be used to target rebate marketing.

In addition to assisting NCSD’s ongoing and near future programs, the water demand analysis and GIS geodatabase framework could be integrated with long-range programs, such as the 2015 Urban Water Management Plan, future master plan updates, and future rate studies and budgets.

3. Scope of Services

The proposed scope of services includes the following Tasks:

TASK 0.0 PROJECT MANAGEMENT

0.1 Kickoff Meeting

- WSC will plan, organize and conduct one kickoff meeting. The purpose of the Kickoff Meeting will be to: (1) review scope, schedule and deliverables; (2) review available data and establish data needs; and (3) discuss methodology to apply to the 2009-2012 water demand dataset.

Deliverable: Draft agendas, a data request log, and a project schedule will be provided at least two days before the meeting, and meeting notes including action item assignments will be provided within one week following the meetings. Budget is based on two (2) WSC staff members attending one (1) 2-hour Kickoff Meeting.

0.2 Data Collection and Review

- Prepare itemized data request and submit to NCSD.
- Collect and compile relevant data for use in developing the Water Demand Analysis TM. Data sources are expected to include: (1) GIS customer database; (2) GIS system service area boundaries and parcels; (3) Tabular 2007-2012 bi-monthly customer water usage and water production data; (4) GIS zoning database; (5) other data sources.
- Provide tabular summary of the compiled reference materials and a listing of outstanding data needs.

0.3 Administrative Draft Water Demand Analysis TM Review Meeting

- WSC will plan, organize and conduct one Administrative Draft Water Demand Analysis TM review meeting. The purpose of the review meeting will be to review the Administrative Draft TM, determine outstanding data items, discuss recommended water demand factors, and receive NCSD's direction.

Deliverable: Draft agendas, a data request log, and a project schedule will be provided at least two days before the meeting, and meeting notes including action item assignments will be provided within one week following the meetings. Budget is based on two (2) WSC staff members attending one (1) 2-hour Review Meeting.

Schedule: Assumes meeting will take place within 2 weeks of submittal of the Administrative Draft TM

0.4 Public Review Draft Water Demand Analysis TM Review Meeting with Water resources Committee

- WSC will attend one Public Review Draft Water Demand Analysis TM review meeting with the Water Resources Committee. The purpose of the review meeting will be to present and review the Public Review Draft TM, determine outstanding data items, discuss recommended water demand factors, and receive the Water Resources Committee's direction.

Deliverable: Draft agendas, a data request log, and a project schedule will be provided at least two days before the meeting, and meeting notes including action item assignments will be provided within one week following the meetings. Budget is based on two (2) WSC staff members attending one (1) 2-hour Review Meeting.

Schedule: Assumes meeting will take place within 2 weeks of submittal of the Public Review Draft TM

0.5 Final Draft Water Demand Analysis TM Review Meeting with Board of Directors

- WSC will attend one Board of Directors meeting to present and review the Final Draft Water Demand Analysis TM. The purpose of the review meeting will be to present and review the Final Draft TM, determine outstanding data items, discuss recommended water demand factors, and receive NCSD's direction.

Deliverable: Draft agendas, a data request log, and a project schedule will be provided at least two days before the meeting, and meeting notes including action item assignments will be provided within one week following the meetings. Budget is based on two (2) WSC staff members attending one (1) 2-hour Review Meeting.

Schedule: Assumes meeting will take place within 2 weeks of submittal of the Final Draft TM

0.6 Progress Reports

- WSC will prepare and submit monthly progress reports with each monthly invoice.

TASK 1.0 BASELINE WATER DEMAND ALLOCATION UPDATE

1.1 Baseline Update with 2009-2012 Dataset

- Compile, format, and query the 2009-2012 water use dataset based on the same zoning and parcel sizes used in the AD Memo.

Assumption: The 2009-2012 bi-monthly water use datasets will be provided in the same tabular format for all years with a unique identifier that can be used to link to spatially allocated customer accounts in the GIS customer database.

1.2 2007-2008 and 2009-2012 Dataset Comparison

- Prepare tables and compare the compiled average water demands from 2009-2012 with the 2007-2008 water demands.

1.3 Analysis of 2009-2012 Dataset

- Evaluate water demand based on parcel sizes for each zoning category to determine the natural breaks for each zoning category.
- Compare the natural breaks of the 2007-2008 dataset with the 2009-2012 dataset.

1.4 Development of Baseline Scenario

- Develop and compile new water demand factors with 2009-2012 water demand data, zoning, and parcel data.

TASK 2.0 ASSESSMENT OF INDOOR AND OUTDOOR WATER DEMAND

2.1 Compilation of Monthly Rainfall Data

- Compile monthly rainfall data from the most representative rain gauge for Nipomo.

2.2 Analysis of Bi-Monthly Water Demand and Monthly Rainfall Data for 2009-2012

- Convert bi-monthly water demands into monthly water demands.
- Evaluate the average wettest month and the average water demand during that month.
- Calculate the residential indoor and outdoor water demands and apply to the 2009-2012 water demand dataset.
- Analyze non-residential indoor and outdoor uses using indoor and outdoor water demand records to yield demand factors.

2.3 Development of Indoor and Outdoor Scenario

- Research water industry standardized methodologies to supplement the analysis of non-residential water demands.
- Develop water demand factors for the Indoor and Outdoor Scenario.

TASK 3.0 BUILDOUT WATER DEMAND COMPARISON

3.1 Buildout Demand Estimates

- Prepare buildout demand estimates for the Baseline and Indoor and Outdoor scenarios based on demand factors for each scenario applied to equivalent dwelling units identified in NCSD's assessment geodatabase.
- Compile and compare total buildout demands for each scenario with estimated buildout demands presented in the *Sensitivity Analysis for the Basis of Assessment Memorandum* and with the estimated demands presented in the 2010 UWMP.

3.2 Recommendations

- Summarize the comparison of all of the scenarios and recommend the most defensible water demand allocation scenario.

TASK 4.0 WATER DEMAND ANALYSIS TM

4.1 Administrative Draft Water Demand Analysis TM

- Develop the Draft Water Analysis TM describing the analysis completed in the previous Tasks.

Deliverable: WSC will submit an electronic copy of the Administrative Draft Water Demand Analysis TM in PDF format.

4.2 Public Review Draft Water Demand Analysis TM

- Develop the Public Review Draft Water Analysis TM describing the analysis completed in the previous tasks and incorporate review comments from District Staff provided in the Administrative Draft TM review meeting.

Deliverable: WSC will submit an electronic copy of the Public Review Draft Water Demand Analysis TM in PDF format.

4.3 Final Draft Water Demand Analysis TM

- Develop the Final Draft Water Analysis TM describing the analysis completed in the previous tasks and incorporate review comments from District Staff and Board members provided in the Public Review Draft TM review meeting.

Deliverable: WSC will submit an electronic copy of the Final Draft Water Demand Analysis TM in PDF format.

4.4 Final Water Demand Analysis TM

- Develop the Final Water Analysis TM describing the analysis completed in the previous tasks and incorporate review comments from District Staff and Board members provided in the Final Draft TM review meeting.
- Compile all final datasets and submit to NCSD.

Deliverable: WSC will submit an electronic copy of the Final Water Demand Analysis TM in PDF format.

4. Schedule

Water Demand Analysis Task Name	Approximate Weeks to Complete Task from NTP
Task 0 – Project Management	18
Task 1 – Baseline Water Demand Allocation Update	4
Task 2 – Assessment of Indoor and Outdoor Water Demand	4
Task 3 – Buildout Water Demand Comparison	4
Task 4.1 – Administrative Draft Water Demand Analysis TM	6
Task 4.2 – Public Review Draft Water Demand Analysis TM	10
Task 4.3 – Final Draft Water Demand Analysis TM	14
Task 4.4 – Final Water Demand Analysis TM	18
Overall Project Duration with District Review Time	18

5. Budget

The total budget amendment is a not-to-exceed expenditure limit of \$19,920, as shown here:

Task No.	Task Description	Principal	Staff Engr.	Intern Engr.	Staff Planner	Clerical/ Admin	Total Labor Hours	Total Labor	Expenses	Total Fee
0.0	Project Management	12	0	0	27	5	44	\$ 6,595	\$ 600	\$ 7,195
0.1	Kickoff meeting	3			5		8	\$ 1,330	\$ 100	\$ 1,430
0.2	Data collection and review				5		5	\$ 625	\$ 100	\$ 725
0.3	Administrative Draft TM review meeting	3			5		8	\$ 1,330	\$ 100	\$ 1,430
0.4	Public Review Draft TM review meeting w/ Water Resources Committee	3			5		8	\$ 1,330	\$ 100	\$ 1,430
0.5	Final Draft TM review meeting w/ Board of Directors	3			5		8	\$ 1,330	\$ 100	\$ 1,430
0.6	Progress Reports				2	5	7	\$ 650	\$ 100	\$ 750
1.0	Baseline Water Demand Allocation Update	0	2	0	11	0	13	\$ 1,655	\$ 100	\$ 1,755
1.1	Baseline update with 2009-2012 dataset				4		4	\$ 500	\$ -	\$ 500
1.2	2007-2008 and 2009-2012 dataset comparison				1		1	\$ 125	\$ -	\$ 125
1.3	Analysis of 2009-2012 dataset		2		4		6	\$ 780	\$ 100	\$ 880
1.4	Development of baseline scenario				2		2	\$ 250	\$ -	\$ 250
2.0	Assessment of Indoor and Outdoor Water Demand	0	2	8	15	0	25	\$ 2,835	\$ 200	\$ 3,035
2.1	Compilation of bi-monthly rainfall data				1		1	\$ 125	\$ -	\$ 125
2.2	Analysis of bi-monthly water demand and rainfall data for 2009-2013		2	4	8		14	\$ 1,620	\$ 100	\$ 1,720
2.3	Development of indoor and outdoor scenario			4	6		10	\$ 1,090	\$ 100	\$ 1,190
3.0	Buildout Water Demand Comparison	2	2	0	18	0	22	\$ 3,000	\$ 300	\$ 3,300
3.1	Buildout demand estimates		2		12		14	\$ 1,780	\$ 200	\$ 1,980
3.2	Recommendations	2			6		8	\$ 1,220	\$ 100	\$ 1,320
4.0	Water Demand Analysis TM	5	4	0	20	0	29	\$ 4,235	\$ 400	\$ 4,635
4.1	Administrative Draft Water Demand Analysis	2	1		8		11	\$ 1,610	\$ 100	\$ 1,710
4.2	Public Review Draft Water Demand Analysis	1	1		6		8	\$ 1,125	\$ 100	\$ 1,225
4.3	Final Draft Water Demand Analysis TM	1	1		4		6	\$ 875	\$ 100	\$ 975
4.4	Final Water Demand Analysis TM	1	1		2		4	\$ 625	\$ 100	\$ 725
Column Totals		19	10	8	91	5	133	\$ 18,320	\$ 1,600	\$ 19,920

We are pleased to be submitting our proposal and appreciate the opportunity to do so. If you have any questions or would like clarification on any aspect of our proposal, please feel free to contact me at (805) 457-8833 ext. 102 or swaterman@wsc-inc.com.

Sincerely,

Water Systems Consulting, Inc.

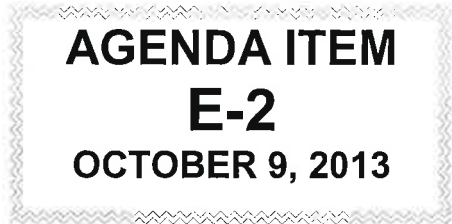


Spencer Waterman
Staff Planner



Jeffery M. Szytel, PE, MBA
Principal

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER
DATE: OCTOBER 4, 2013



**PROPOSED AMENDMENT TO MEMORANDUM OF UNDERSTANDING
WITH SAN LUIS OBISPO COUNTY REGARDING DEVELOPMENT OF
JIM O MILLER PARK**

ITEM

Consider a proposed Amendment to the existing Memorandum of Understanding between the District and San Luis Obispo County regarding the development of Jim O Miller Park [RECOMMEND CONSIDER APPROVING AMENDMENT]

BACKGROUND

In March 2009, your Board entered a Memorandum of Understanding (Memorandum or MOU) with San Luis Obispo County. The Memorandum identifies the responsibilities of the two parties related to the development of Jim Miller Park. The Memorandum outlines County transfer of the property for the park to the District in exchange for District construction and maintenance of a public park at the site. The Memorandum also outlines the process by which the District would apply to the Local Area Formation Commission for activation of park powers to facilitate the District's commitment to operate the park. The original Memorandum is attached to this staff report.

There have been a number of changes to the envisioned project since the Memorandum was first adopted. An amendment to the document is proposed to reflect current project plans including a change of location for the proposed park and the involvement of Olde Towne Nipomo Association (OTNA) in the planning and advancement of the park vision.

With District agreement and continued commitment for taking over the park in the future, the County is willing to recognize OTNA as a facilitator in the overall project. The County entered into a Use Permit with OTNA that will facilitate planning and support related activities at the proposed park site. The Use Permit is an attachment to the proposed Amendment and will be valid once the Amendment is approved.

OTNA is 501 (c)-3 nonprofit corporation whose members have been working with County Property Services and your Board's Park Committee and staff to promote the park's advancement for more than a decade.

STRATEGIC PLAN

Strategic Plan Goal 7D.1 – Plan for Parks and Open Space

RECOMMENDATION

Staff recommends your Board consider the proposed amendment and approve the amendment or direct staff

ATTACHMENTS

- A. Proposed Amendment
- B. March 2009 MOU

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OCTOBER 9, 2013

ITEM E-2

ATTACHMENT A

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE NIPOMO COMMUNITY SERVICES DISTRICT
REGARDING THE TRANSFER OF OWNERSHIP IN
COUNTY-OWNED REAL PROPERTY

WHEREAS, the County of San Luis Obispo, hereinafter referred to as "County" and the Nipomo Community Services District, hereinafter referred to as "District" have entered into a Memorandum of Understanding dated March 24, 2009, hereinafter referred to as "MOU"; and

WHEREAS, the "Property" described in the MOU consists of approximately one (1) acre of vacant land located at the northeast corner of West Tefft and Carrillo Street, APN 090-141-006 along with the adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way (portion of APN 090-151-008), hereinafter referred to as "Original Site"; and

WHEREAS, testing of soils for contamination on the Original Site showed evidence of hydrocarbon and heavy metals contamination that would require significant remediation to allow development of this site for a proposed park; and

WHEREAS, County also owns certain real property consisting of approximately one (1) acre located on the southeast corner of West Tefft and Carrillo Streets, APN 090-142-007 along with the adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way (portion of APN 090-151-008), hereinafter referred to as "New Site"; and

WHEREAS, results of soils sampling performed on the New Site do not indicate contamination at actionable levels; and

WHEREAS, County and District agree that the substitution of the proposed park site from the Original Site to the New Site increases the feasibility of a park being constructed for the community of Nipomo; and

WHEREAS, the Olde Towne Nipomo Association ("Association"), is a 501(c)-3 nonprofit corporation, working with the District and the County to advance the park plan; and

WHEREAS, sections 11, 12, 13, and 14 of the MOU have been accomplished;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree that the MOU is hereby amended as follows:

1. Recital C is deleted in full and replaced with the following:

" The County is the owner of certain real property consisting of approximately (1) acre located at the southeast corner of West Tefft and Carrillo Streets (APN 090-142-007) along with the adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way (portion of APN 090-151-008), hereinafter referred to as "Property", as depicted in Exhibit 'A-1.'"

2. Paragraph 3 is amended to add the following sentence at the end of the paragraph:

"The County and District contemplate that the Association will develop plans for park improvements on the Property including but not limited to obtaining approval of an Intent to Serve letter for water and sewer service from the District and a Minor Use Permit from the County Planning and Building Department. District shall approve the design of the park improvements prior to submittal for a Minor Use Permit. Said approval shall not obligate County or District to the payment of fees related to said submittal."

3. Paragraph 10 is amended to add the following sentence at the end of the paragraph:

“The Quitclaim Deed will also reserve to the County an easement along the westerly portion of the Property for a sidewalk and drainage easement to be built by County to serve a future park-and-ride lot that will be constructed in the Carrillo Street right-of-way.”

4. Paragraph 15 is amended by replacing “APN 090-142-007” with “APN 090-141-006.”

5. New Paragraph 17 is added, as follows:

“District does not object to County’s issuance of the attached Use Permit to the Olde Towne Nipomo Association, in the form attached as Exhibit “B,” and agrees that the issuance of said permit is for the purpose of advancing the park plan for the Property until such time ownership of the Property is transferred to the District or the MOU is terminated.”

6. New Paragraph 18 is added, as follows:

“In the event the Property has not been transferred from the County to the District on or before December 31, 2018, this MOU shall be null and void unless extended by mutual written consent of the parties.”

All other provisions of the MOU shall continue in full force and effect.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES////////////////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease this ____ day of _____, 2013.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

APPROVED BY THE BOARD OF SUPERVISORS

THIS ____ day of _____, 2013.

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Chief Deputy County Counsel

Date: _____

DISTRICT: Nipomo Community Services District

By: _____
Jim Harrison, President

Dated: _____

ATTEST:

Michael S. LeBrun,
District General Manager and Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

Michael W. Seitz, District Legal Counsel
Nipomo Community Services District

Dated: _____

EXHIBIT "A-1"

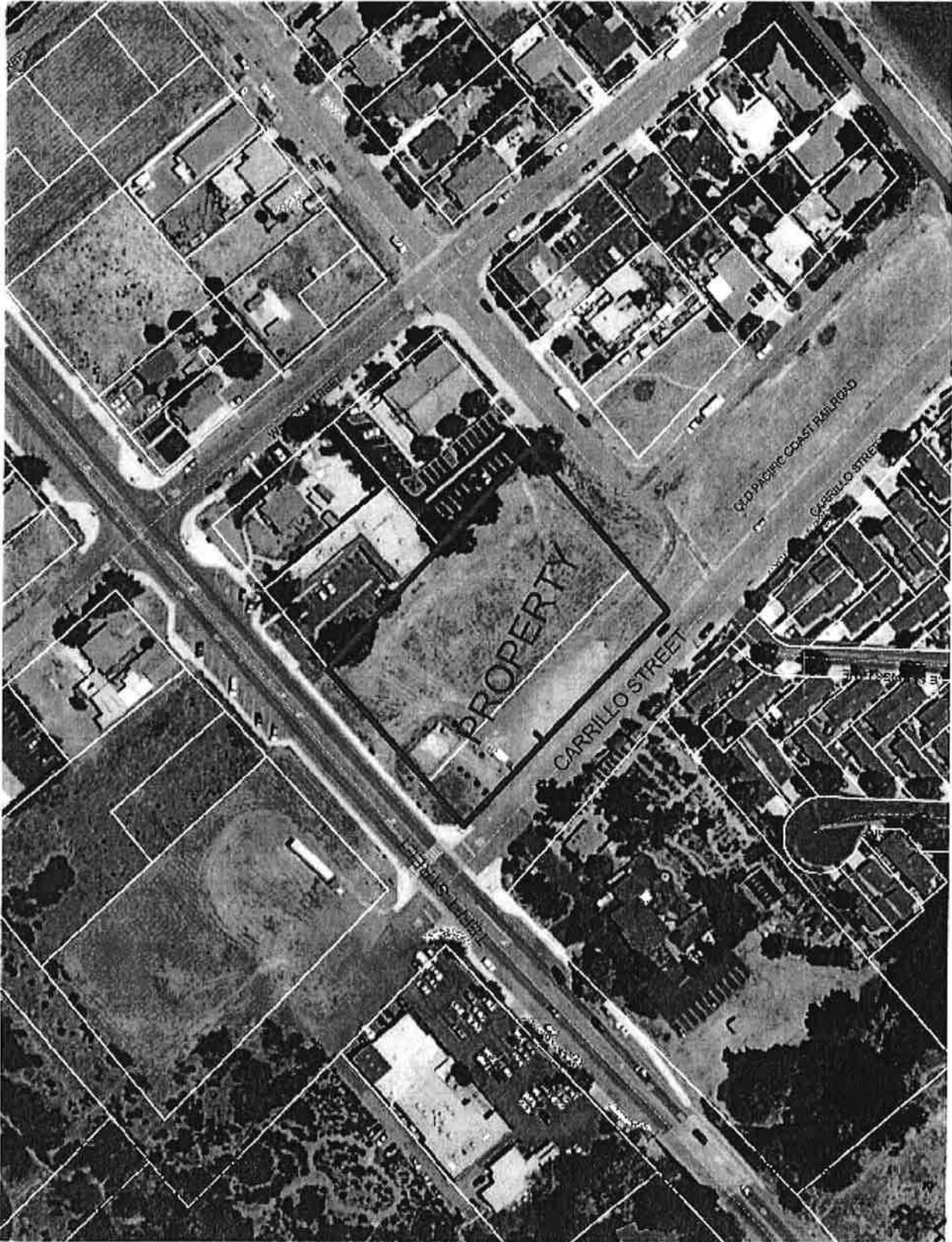


EXHIBIT "B"
SAN LUIS OBISPO COUNTY
USE PERMIT
U0067

THIS PERMIT, is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California (hereinafter "County") and the Olde Towne Nipomo Association, a 501 (c)-3 nonprofit corporation, (hereinafter "Permittee"). County and Permittee hereby agree as follows:

1. **Premises:** County hereby gives permission to Permittee to access and use County-owned property located at the southeast intersection of Tefft Street and Carrillo Street in Nipomo, CA, APN 090-142-007 along with the adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way (portion of APN 090-151-008), hereinafter referred to as "Premises" and shown on Exhibit "A".

2. **Use:** Permittee is hereby authorized and granted the non-exclusive access and use of the Premises for the purpose of processing improvement plans and to promote funding for a park to be owned and operated in the future by the Nipomo Community Services District ("NCSD"). Approved uses include installation of a sign promoting the development of the park and special events sponsored by Permittee on the Premises, provided that prior approval for such events is obtained in writing from the County Real Property Manager and from the County Planning and Building Department, if necessary. Permittee may make improvements to the Premises provided that they are consistent with Paragraph 8. Permittee may not use the Premises for any other purpose. In the event that another party desires to use the Premises for any purpose, County shall first obtain Permittee's approval in writing and then may issue a County Use Permit.

Permittee acknowledges that the Premises are intended to be transferred to the NCSD in the future and that County and the NCSD have entered into a Memorandum of Understanding, dated 3/24/2009 and in the process of being amended, which defines the steps leading to the transfer of the Premises to the NCSD.

Permittee acknowledges that the sewer lift station on the Premises belongs to the NCSD and Permittee's use of the Premises shall not interfere with the NCSD's access to and use of their sewer lift station.

Permittee acknowledges that the County will be constructing a park-n-ride lot in the Carrillo Street right-of-way along the westerly property line of the Premises and that the project includes a proposed sidewalk and drainage area that will be placed within the westerly 20-foot wide portion of Premises, with an approximate location as shown in Exhibit "B". Permittee shall allow the sidewalk and drainage area to be constructed and maintained on the Premises and Permittee's use of the Premises shall not interfere with the public's access and use of the sidewalk or with the function and of the drainage improvements.

Permittee acknowledges that the County may continue to use the Premises to sponsor Nipomo Clean-Up Day and to park County Public Works vehicles and equipment in the event of emergencies.

3. **Term:** The term of this Permit shall be for one (1) year from the effective date of the First Amendment to Memorandum of Understanding Between the County of San Luis

Obispo and the Nipomo Community Services District Regarding Transfer of Ownership in County-Owned Real Property. This term may be extended for two (2) one-year periods upon Permittee's written notice to County and upon County's approval. This Permit may be terminated at any time and for any reason deemed necessary by either party upon 60 days written notice to the other party. This Permit will immediately terminate upon transfer of ownership of the Premises from County to NCSD.

4. **Permit Fee:** County waives the Permit Fee for this Use Permit.

5. **Insurance:** Permittee shall obtain and maintain for the entire term of the Permit and Permittee shall not perform any work under this Permit until after Permittee has obtained insurance complying with the provisions of this paragraph, and delivered a copy of the insurance certificate for each insurance policy to the County. Said policies shall be issued by companies authorized to do business in the State of California. Permittee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

a. **Commercial Liability Insurance:** Permittee shall maintain in full force and effect for the period covered by this Permit, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to Premises resulting from any act or occurrence arising out of Permittee's operations in the performance of this Permit, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollars (\$1,000,000). The following endorsements must be attached to the policy:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

b. **Workers' Compensation Insurance:** In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Permittee has any employees, Permittee is required to be insured against liability for workers' compensation or to undertake self insurance. Permittee agrees to comply with such provisions before commencing the performance of this Permit.

c. **Additional Insureds to be Covered:** The commercial general liability policies shall name the "County of San Luis Obispo, its officers, employees, and agents" as additional insureds. The policy shall provide that the Permittee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

d. **Certification of Coverage:** Prior to commencing work under this Permit, Permittee shall furnish County with the following for each insurance policy required to be maintained by this Permit:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) A Workers' Compensation certificate of insurance must be provided.

- (3) Upon written request by the County, the Permittee shall provide a complete insurance policy.
- (4) Approval of Insurance by County shall not relieve or decrease the extent to which the Permittee may be held responsible for payment of damages resulting from Permittee's services or operations pursuant to this Permit. Further, County's act of acceptance of an insurance policy does not waive or relieve Permittee's obligations to provide the insurance coverage required by the specific written provisions of this Permit.

e. **Effect of Failure or Refusal:** If Permittee fails or refuses to procure or maintain the insurance required by this Permit, or fails or refuses to furnish County with the certifications required by subparagraph (d) above, County shall have the right, at its option, to forthwith terminate the Permit for cause.

6. **Indemnification:** Permittee shall defend, indemnify and hold harmless the County, its officers and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Use Permit, the tenancy created under this Use Permit, or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Permittee, or its agents, employees or other independent contractors directly responsible to Permittee, including, but not limited to, the following:

- a. Violation of statute, ordinance, or regulation.
- b. Professional malpractice.
- c. Willful, intentional or other wrongful acts, or failures to act.
- d. Negligence or recklessness.
- e. Furnishing of defective or dangerous products.
- f. Premises liability.
- g. Strict liability.
- h. Inverse Condemnation.
- i. Violation of civil rights.
- j. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Permittee is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Permit and the remaining language shall be given full force and effect.

7. **Maintenance:** Permittee hereby agrees and is required to maintain the Premises in

good order and repair at all times, including trash collection and annual weed abatement, during the term of this Permit. Upon termination of this Permit, Permittee shall restore the Premises to original condition, reasonable wear and tear excepted.

8. Design and Construction of Improvements: Permittee accepts the Premises in an "AS IS" condition, without any representations, express or implied, as to the condition, suitability, usefulness, merchantability, fitness for particular purpose, or otherwise, of the Premises. Permittee shall have the right to construct improvements on the Premises at Permittee's sole cost and expense provided that such improvements are consistent with the park design approved by the NCSD and the County of San Luis Obispo Department of Planning and Building. No facility, sign, except where a sign is exempted from permit requirements by Section 23.04.306(2) of the San Luis Obispo County Code, or improvement of any type shall be constructed or located on the Premises unless and until the design, location, and the type of any and all proposed construction materials have been expressly approved in writing by the General Services Agency Director ("Director") or designee. Each party shall cooperate with the other if field conditions require minor changes to the Development Plan. Permittee shall be responsible for the monitoring of all activity during Permittee's use of the Premises, and shall comply with all such rules and regulations necessary to protect the health, safety, and welfare of the public therein.

In the design and construction of the improvements to the Premises, the following shall apply:

A. Permittee's use of said Premises is subject to all statutes, ordinances and regulations, including, without limitation, those relating to land use and zoning now or hereafter applicable to the Premises, and to all covenants, easements, reservations and restrictions of record applicable to the Premises. Permittee, agent or contractor will be solely responsible for securing all permits, adherence to regulations and dealings with the County of San Luis Obispo Planning and Building Department, or other appropriate agencies, for construction on the Premises.

B. Permittee shall be responsible for installing and maintaining any landscaping and sprinkler systems that Permittee installs on the Premises including, without limitation, spraying, trimming, watering, and replanting trees and shrubs.

C. All utilities to the Premises shall be maintained or improved at Permittee's sole cost and expense.

D. Permittee shall comply with the Americans with Disabilities Act and all applicable laws at Permittee's sole cost and expense. All improvements shall be maintained and repaired by Permittee at Permittee's sole cost and expense.

E. Permittee shall be responsible for obtaining any required environmental determinations for Permittee's improvements from the appropriate agency(s). If an EIR or other environmental review is needed, Permittee shall comply at Permittee's sole cost and expense. Permittee shall be responsible for any and all environmental mitigation at Permittee's sole cost and expense.

F. Permittee shall construct any proposed improvements at Permittee's sole cost and expense. Permittee shall seek and obtain its own legal advice with regard to the possible applicability of State or Federal wage regulations and other labor laws, or other laws.

9. Ownership of Improvements: The ownership of all approved improvements constructed by the Permittee during the term of this Use Permit shall remain in Permittee until expiration of the term of this Use Permit.

At the expiration or earlier termination of this Use Permit, all permanent structures, alterations, modifications, or improvements upon the Premises made by Permittee shall, absent any agreement between the County and Permittee to the contrary, or unless County otherwise elects, which election shall be made by giving a notice in writing not less than ninety (90) days prior to the expiration or other termination of this Use Permit, become County property free and clear of all claims to or against the improvements by Permittee or any third person, and Permittee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights

conferred by this paragraph, and County shall be responsible for the removal of said improvements.

In the event County elects not to take ownership of the permanent improvements, County shall notify Permittee to remove any or all of the permanent structures, alterations, modifications, or improvements, and Permittee shall do so, at Permittee's sole cost and expense, and shall promptly repair any damage caused by such removal in a first class manner. Removal is to be completed no later than three (3) months from the date of said notice or at such further time as County may agree to in writing. In the event Permittee fails to remove any or all of the permanent structures, alterations, modifications, or improvements as required by County, County may remove same and charge Permittee for the cost of such removals and Permittee hereby agrees to pay any and all such costs upon demand.

10. Environmental Matters/Covenants Regarding Hazardous Materials: Permittee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively, "Hazardous Materials").

Permittee shall, except in the event of County's sole negligence, indemnify, defend, protect, and hold County, each of County's officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

a. The presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Permittee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, about or from the Premises; or,

b. Permittee's failure to comply with any Hazardous Materials Law. Permittee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Permittee and shall survive the expiration or earlier termination of the term of the Permit. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, Contractors or Subcontractors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

11. Assignment Prohibition: The rights and privileges granted to Permittee hereunder are not assignable, and any assignment or attempted assignment is void without prior written consent by the Director first had and obtained.

12. Notice: All notices, demands, or communication in connection with this Permit may be served upon County or Permittee by personal service or by mailing the same in the United States Mail, postage prepaid, and directed as follows:

County at: County of San Luis Obispo
General Services Agency
Attn: Real Property Manager

1087 Santa Rosa Street
San Luis Obispo, CA 93408
(805) 781-5200

Permitee at: Olde Towne Nipomo Association
Attn: President
PO Box 1171
Nipomo, CA 93444

13. Compliance: Permitee agrees and promises that it will comply with and observe any and all statutes, ordinances, rules and regulations of the Federal, State, Municipal, County or other public authority, and as amended. Director reserves the right at any time to make such reasonable regulations as in its judgment may from time to time be necessary for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein, and Permitee hereby agrees to strictly comply therewith.

14. Possessory Interest: Permitee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permitee will be subject to payment of taxes levied on such interest.

15. Status: Permitee shall during the entire term of the Permit, be construed to be an independent Contractor, and shall in no event be construed to be an employee of County.

16. Waiver: Permitee hereby waives any and all claims for damages that may be caused by County in re-entering and taking possession of the Premises as herein provided, and all claims for damages that may result from the destruction of or injury to the Premises thereby, and all claims for damages to or loss of such property belonging to the Permitee as may be in or upon the Premises at the time of such re-entering. Permitee hereby also waives any and all claims against the County for loss or damages to any property of Permitee from any cause arising at any time.

17. Closure: At any time should an occurrence necessitate the closing of the Premises, Permitee shall have no recourse by law to County for losses incurred.

18. Employees of Permitee: All employees, agents and assignees of Permitee shall be licensed when required by law. All such employees, agents, and assignees shall be employees, agents, or assignees of Permitee only and shall not in any instance be, or construed to be, employees, agents or assignees of County.

19. Venue: This Permit has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Permit, shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. Severability: The invalidity of any provision of this Permit shall not affect the validity, enforceability or any other provision of this Permit.

21. Entire Agreement and Modifications: This Permit supersedes all previous Permits and constitutes the entire understanding of the parties hereto. Permittee shall be entitled to no other benefits than those specified herein. County makes no other promises or covenants beyond the scope of this Permit. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Permittee specifically acknowledges that in entering into this Permit, Permittee relies solely upon the provisions contained in the Permit and no other Permit or oral discussions prior to entering this Permit.

IN WITNESS WHEREOF, County and Permittee agree to all of the terms and conditions hereinabove set forth.

County of San Luis Obispo: By: <u>Janette D. Pell</u> Janette D. Pell General Services Agency Director Date: <u>8.30</u> , 2013	Olde Towne Nipomo Association By: <u>Kathy Kubiak</u> Kathy Kubiak, President Date: <u>AUG. 29</u> , 2013
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[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Drawing Tools tab to change the formatting of the pull quote text box.]

Exhibit "A"

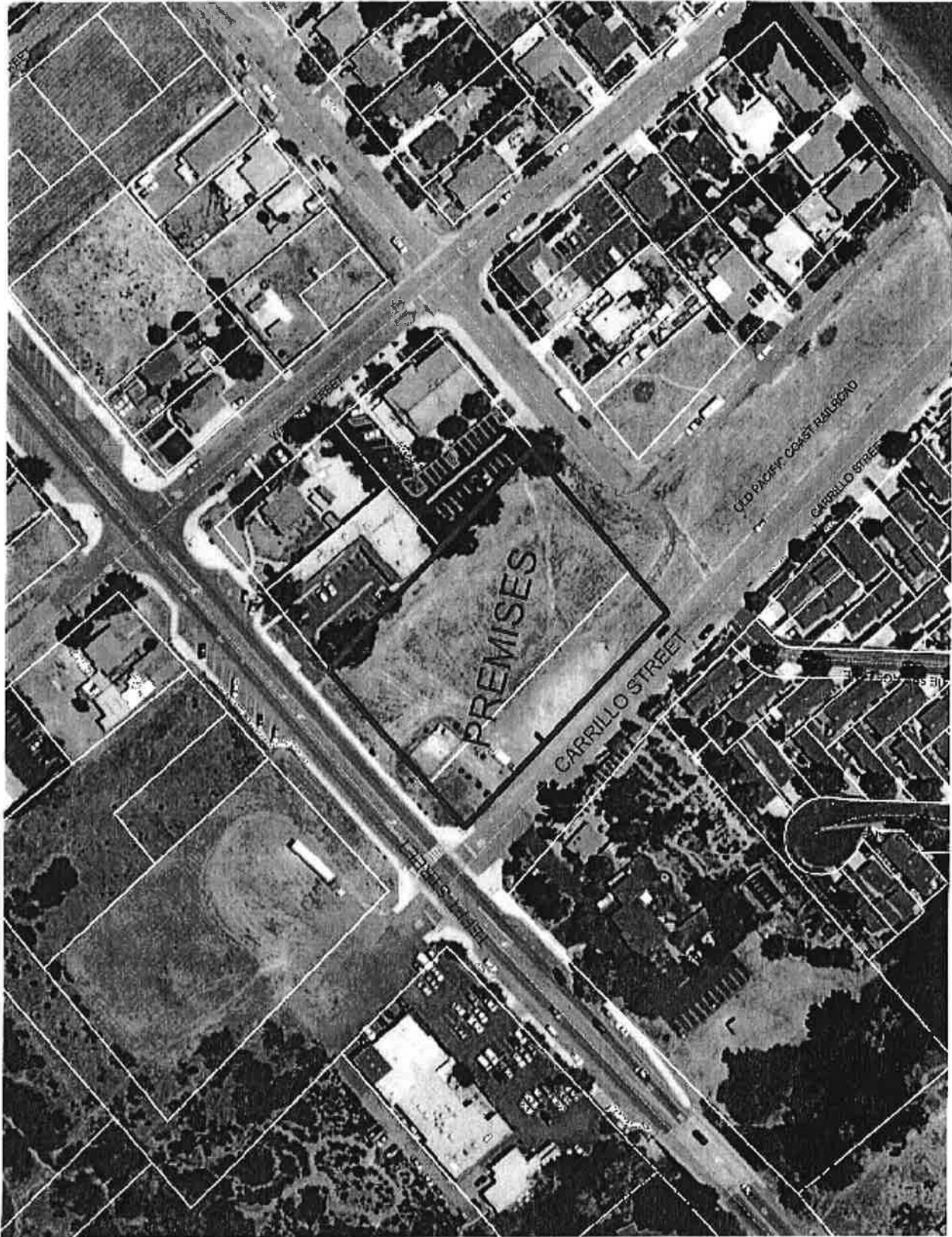
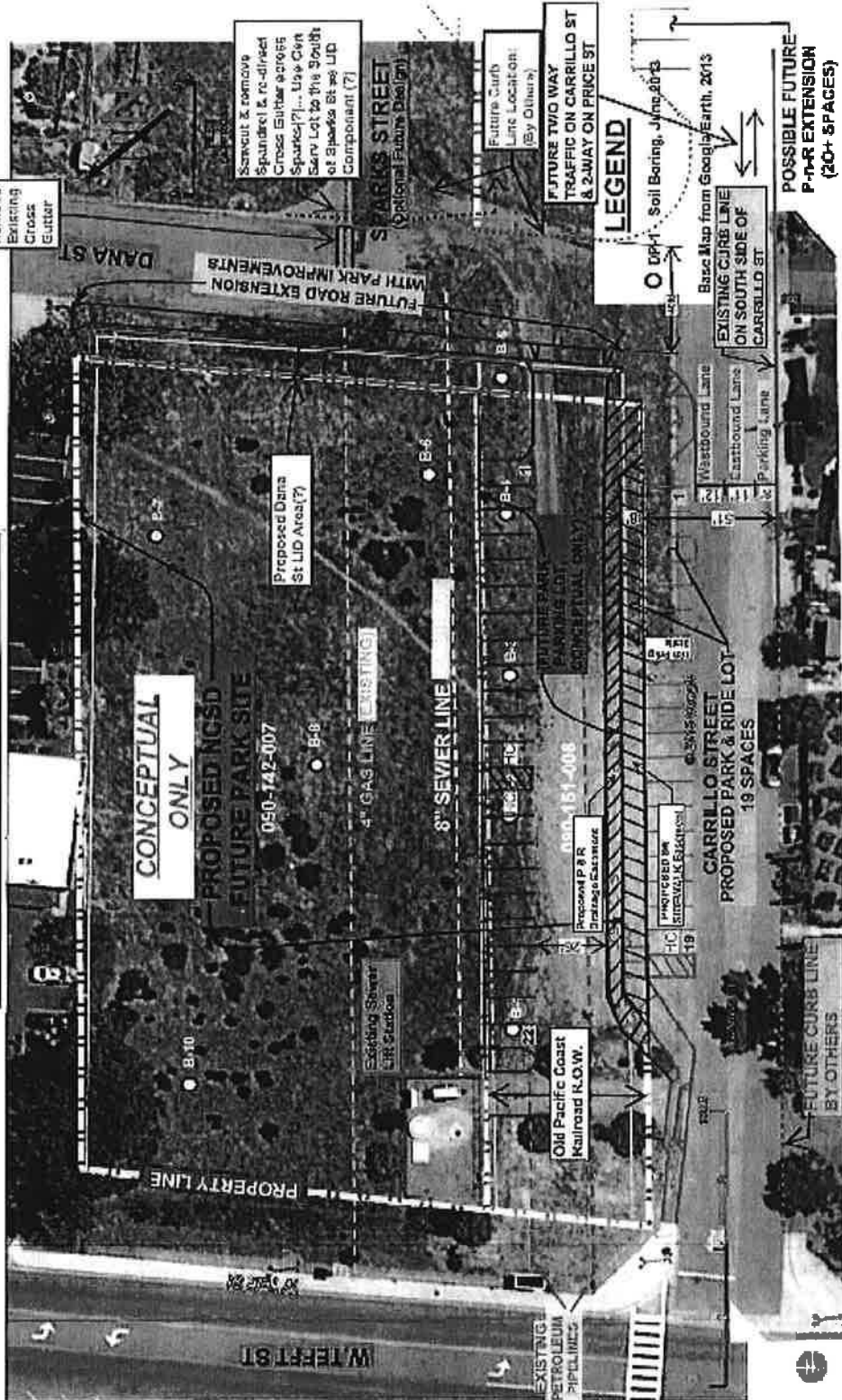


EXHIBIT "B"

20 scale = Reduce to 77% on Utility Printer



OCTOBER 9, 2013

ITEM E-2

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
THE NIPOMO COMMUNITY SERVICES DISTRICT
REGARDING THE TRANSFER OF OWNERSHIP IN
COUNTY-OWNED REAL PROPERTY

This Memorandum of Understanding (“MOU”) is entered by and between the County of San Luis Obispo (hereinafter “County”) and the Nipomo Community Services District (hereinafter “District”) with reference to the following Recitals:

RECITALS

- A. The District is a Community Services District formed and operated pursuant to California Government Code, Sections 61000 et seq. Pursuant to said code, the District is authorized to acquire, construct, improve, maintain, and operate recreational facilities, including, but not limited to, parks and open space; and
- B. The District is considering the activation of Park Powers pursuant to the Cortese-Knox-Hertzberg Act and the rules and regulations of the Local Agency Formation Commission (hereinafter “LAFCO”); and
- C. The County is the owner of certain real property consisting of approximately one (1) acre located at the northeast corner of West Tefft and Carrillo Street (APN 090-141-006) along with the adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way (a portion of APN 090-151-008), hereinafter referred to as “Property”, as depicted in Exhibit “A”; and
- D. The District has requested the County to transfer ownership of the Property to the District, without compensation, for the purpose of constructing and operating a park; and
- E. The District has a 75’ by 75’ easement for water well purposes on County land across the street from said Property on APN 090-142-007, recorded on May 29, 1984 as Document No. 27332; and
- F. The District has not developed this site for water well purposes and no longer requires the easement; and
- G. The District requires an easement for a sewer lift station and sewer lines installed in the early 1980’s on County-owned land, APN 090-142-007; and
- H. District requests a grant of easement from County for the sewer lift station and sewer lines and offers, in lieu of monetary compensation, to quitclaim the 75’ x 75’ water well easement currently held by District, described in Paragraph E above; and

- I. Pursuant to Government Code, Section 56824.14, in order to maintain a public park, the District's exercise of Park Powers must be approved by LAFCO; and
- J. Pursuant to Government Code, Section 25365, the Board of Supervisors may, upon determination that said Property is not required for County use and with a four-fifths vote of the Board, transfer fee title of said Property to District; and
- K. It is the purpose of this MOU to identify the responsibilities of the parties in developing the Property for use as a park and the transfer of the property to the District as well as the trading of easements.
- L. County wishes to cooperate with District's request to transfer the property to the District in order to provide a park to the community of Nipomo.

NOW, THEREFORE, the parties agree as follows:

- 1. County hereby determines that subject Property is not required for County use.
- 2. In lieu of monetary compensation and in consideration of District's offer to construct and maintain a public park on the Property, County intends to transfer ownership of the Property to District free of charge following completion of the steps outlined below. Nothing contained in this MOU shall be interpreted to predetermine the transfer of the property or to restrict County's full review and implementation of environmental review related to the transfer of this Property pursuant to CEQA. Said transfer shall require a future public hearing before the Board of Supervisors pursuant to Government Code Section 25365 after the environmental determination and General Plan Conformity Report are completed.
- 3. District will develop a plan identifying park features and improvements for approval by County Planning and Building Department.
- 4. District will provide County an analysis of the costs and the funding sources for construction of park improvements and for ongoing operation and maintenance. If such funding shall require the formation of an assessment district, transfer of ownership of the Property shall not occur prior to approval of the assessment district by the affected property owners.
- 5. Transfer of the property shall not occur prior to LAFCO activation of the District's Park Powers.
- 6. If required, District shall apply for a public lot split with County Planning and Building Department and provide all documentation necessary to obtain approval of the County Subdivision Review Board prior to recordation of the Quitclaim Deed. District shall provide, at District's expense, a legal description of the property to be transferred, which shall be an original exhibit to the Quitclaim

Deed. District agrees to submit a Voluntary Merger or Certificate of Compliance Application and processing fees, if required, to County Planning and Building Department.

7. County shall process a General Plan Conformity Report and Environmental Determination for the transfer of the Property. Transfer of the property shall not occur prior to filing of the General Plan Conformity Report and Environmental Determination with the County Planning Commission or, if appealed, approval by the County Board of Supervisors.
8. The Property shall be improved in substantial conformity to development plans as submitted to County and shall be open to the public within three years following date of recordation of the Quitclaim Deed.
9. The Property must be used for public park purposes. The property may not be used to provide a parking in-lieu program for nearby commercial development.
10. The Quitclaim Deed shall contain a reversionary clause giving County the right to require the Property to be transferred back from District to the County if the requirements of paragraphs 7 and 8 are not fulfilled.
11. District shall, at District's sole cost and expense, prepare an Easement Deed with original stamped legal description attached describing easement to be granted by County to District for sewer lift station area and sewer lines.
12. District shall, at District's sole cost and expense, provide an Environmental Determination for said sewer lift station and sewer line easement for review and approval by County Environmental Coordinator. Said Environmental Determination must be reviewed by the County Board of Supervisors prior to granting of the easement.
13. District shall, at District's sole cost and expense, prepare an Easement Quitclaim Deed to release the 75' x 75' water well easement on APN 090-142-007, recorded on May 29, 1984 as Document No. 27332.
14. Easement Quitclaim Deed for water well shall be signed by District in a timely manner and delivered to County along with a signed Certificate of Acceptance for the Easement Deed for sewer lift station and sewer lines. This action shall proceed independently of actions related to transfer of Property for park purposes. County staff shall present the Easement Quitclaim Deed to the County Board of Supervisors concurrently with the Easement Deed for sewer lift station and sewer lines in District's name. Subject to approval by the County Board of Supervisors, both documents shall be recorded concurrently. In the event that County Board of Supervisors does not approve the Easement Deed, Easement Quitclaim deed shall be returned by County to District

15. District does not object to County's intention to develop their vacant land across the street from the Property (APN 090-142-007 and adjacent 60-foot-wide strip of land to the west of this parcel, formerly a railroad right-of-way, portion of APN 090-151-008) for future County facilities, so long as said development is consistent with the County's existing General Plan, General Plan policies, and zoning regulations.
16. Good Faith and Fair Dealing: Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review or determination of either party hereto, such terms are not intended to and shall never be construed to permit such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable. The County and the District shall each act in good faith in performing their respective obligations as set forth in this Agreement.

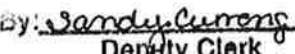
/////////////////////////////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES/////////////////////////////////

COUNTY OF SAN LUIS OBISPO:

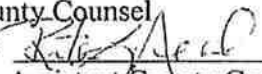
By: 
 Chairman of the Board of Supervisors

Approved by the Board of Supervisors this
24th day of MARCH, 2009.

ATTEST:
JULIE L. RODEWALD


 Clerk of the Board of Supervisors
 By: 
 Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:


WARREN R. JENSEN
 County Counsel
 By: 
 Assistant County Counsel

Date: 1/13/09

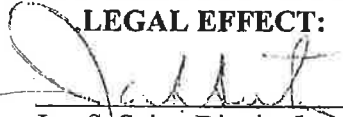
NIPOMO COMMUNITY SERVICES DISTRICT:

By: 
 Jim Harrison, President

Dated: _____

ATTEST:

 District Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:


 Jon S. Seitz, District Legal Counsel
 Nipomo Community Services District

Dated: 1-28-09

TO: BOARD OF DIRECTORS

FROM: MICHAEL S. LEBRUN *MSL*
GENERAL MANAGER

DATE: OCTOBER 4, 2013

AGENDA ITEM

E-3

OCTOBER 9, 2013

AWARD CONTRACT FOR STRATEGIC PLAN DEVELOPMENT

ITEM

Award contract for strategic plan development [RECOMMEND AWARD STRATEGIC PLAN DEVELOPMENT CONTRACT TO RAUCH COMMUNICATIONS CONSULTANTS FOR NOT TO EXCEED \$17,250.00]

BACKGROUND

On July 24, 2013, your Board authorized circulation of a request for strategic plan development proposals.

Staff broadly circulated the request. Two firms provided proposals prior to the September 20 deadline. A third firm responded that they would not be able to provide services on the District's desired timeline.

Board Officers (President Harrison and Vice President Vierheilig) and staff reviewed the proposals based on:

- Responsiveness to Request for Proposal
- Experience of the team
- Qualifications of personnel
- Cost including fees and reimbursables

The review team felt Rauch Communication Consultants provided the most responsive request and appeared to have the experience and qualifications the District seeks for the project.

RECOMMENDATION

It is recommended that the Board of Directors by motion and roll call vote, award a contract for strategic plan development to Rauch Communications Consultants Inc. for not to exceed \$17,250.

ATTACHMENTS

- A. Rauch Communications Consultants Inc. proposal

OCTOBER 9, 2013

ITEM E-3

ATTACHMENT A



Rauch Communication Consultants Inc.

936 Old Orchard Rd – Campbell, CA 95008

PH 408-374-0977

FX 408-374-2197

E info@rauchcc.com

DATE: September 20, 2013

NO OF PAGES: 18

TO: Michael S. LeBrun, P.E., General Manager Nipomo CSD

FROM: Martin Rauch

Thank you for the opportunity of offering this proposal to assist the Board and staff of Nipomo Community Services District in the development of a Strategic Plan.

A New Five-Year Strategic Plan

Strategic planning is an extraordinarily effective tool in the governance of a public agency such as Nipomo. While our brief review of the District shows that the Board and management of Nipomo CSD have done a remarkable job providing quality services and achieving a historic accomplishment in initiating construction of a decades long quest to develop a supplemental water supply, the District can achieve even more with the right strategic plan.

WHAT IS BETTER ABOUT OUR APPROACH:

Take the District to The Next Level Of Strategic Planning

Since it has been five years since the original strategic plan was developed, it is appropriate to undertake a complete, another full evaluation of the District's strategic situation.

- **Fresh Look with a New Team.** We would bring a new set of eyes to the District and its challenges providing new perspectives and new approaches to build upon past work.
- **Identify and clearly state priorities.** Our plans include a comprehensive set of goals and objectives as the current plan does, but also systematically identify the priority of each goal, objective and work action. This helps ensure that top priorities are addressed and lesser priorities can be delayed if needed – not the other way around.
- **More User-Friendly format.** Our strategic plans feature a very user-friendly format that draws together in a handful of pages the Board goals and objectives with key work plan actions, timeline, who is responsible, priority and status, etc. This provides clearer direction to staff and makes it easier for the Board to monitor.
- **Sharper focus for developing strategies for achieving the mission, goals and objectives.** The District has established an orderly set of goals and objectives. What we would add is more focus on developing a long-term strategic approach. Our workshop process draws upon the wisdom of the entire board and management team to identify the most effective strategies to meet District needs.
- **Easy to Understand, Implement and Monitor.** The current format with long descriptions of existing programs many of which are already underway, can distract

from focusing on what is strategically important. Our approach highlights the essentials of the strategic plan in a more concise format to make it easier to implement and monitor.

Why Rauch Communications?

Our specialties are strategic planning and public outreach. Our credentials are presented later in this proposal. Below are a few notable capabilities that can bring additional benefits to Nipomo CSD.

- **Four Decades of Special District Expertise.** Our firm has been serving special districts throughout the state for 40 years. During that time, we have served more than 175 districts.
- **We Understand Central Coastal Communities.** We have worked with many communities along the central coast, including Nipomo CSD and many other agencies throughout the region; many with similar issues.
- **Water and Sanitary Agency Specialists.** the vast majority of our clients are water and sanitary agencies, and we have worked with many solid waste providers
- **We Have Vast Experience Addressing Water Supply Challenges.** With water supply being a serious issue for Nipomo CSD, our experience in helping Districts strategize for and resolve knotty water supply issues is notable. We have worked on successful programs of every type: adjudications, groundwater agreements, transfers, banking, and numerous other types of developments involving groundwater, surface water, recycled water, desalinated water, imported water, stormwater, recharge, in-lieu, conservation and more in both suburban and agricultural areas.

We are prepared to work with your Board, staff and public in a process that is proven, yet adapted directly to the needs of your district. We look forward to having the opportunity of working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Rauch". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Martin Rauch

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PART 2. MINIMUM SERVICES

INTRODUCTION

Recent Milestones. The District has recently achieved a number of major milestones. A few examples, include:

- Approved \$17 million in contracts to build a supplemental water line following a 20-year quest to supplement its water supply.
- Made progress on the Southland Wastewater Treatment and Reclamation Facility upgrade
- Recently upgraded its SCADA system
- Is working with court appointed Nipomo Mesa Management Area Technical Group on groundwater management issues.

Continuing Challenges. Despite these significant achievements and others, every agency faces continuing challenges; perhaps most notable for Nipomo CSD is the state of the groundwater supply. Groundwater levels are at historic lows, and may have become so low in the western Mesa area that it may allow sea water intrusion.

Given Recent Accomplishments, What Next? With this substantial body of goals and objectives completed and with future challenges building, it makes sense to ask what upcoming goals, objectives, strategies and priorities are essential to move the District successfully into the future.

APPROACH TO DEVELOPING THE STRATEGIC PLAN

The following describes a step-by-step, proven approach to strategic planning that has been designed expressly to meet the needs of Nipomo Community Services District. It is essentially identical in scope to what was described in the FRP, but with a different, order, details and changes in process.

Step 1. Conduct Confidential Interviews and Review Key Documents

The process starts with the consultant reviewing key planning and background documents selected by the General Manager: agendas and minutes, studies, public outreach documents, etc. Following that, experience has shown that one of the best tools for gaining insight into key issues facing an organization at the start of a strategic planning process is one-on-one confidential interviews with key individuals.

We recommend that at minimum the interviews include the Directors, the general manager, and key members of the Management team: Assistant General Manager/Finance Director and the Director of Engineering and Operations. The confidential interview process gives the people who have the greatest influence on the organization a chance to candidly express their

interests, concerns and perspectives. Out of these interviews arises a composite picture of the important issues that will help inform the Board strategic planning workshop that follows.

Option for Developing Additional Input into the Planning Process. The core purpose of the strategic planning process is to give the Board and Management team an opportunity to develop consensus on key strategic goals and priorities. The entire process is geared around this opportunity that comes primarily through the shared Board/management workshops. However, experience has demonstrated that there are benefits to providing input into the planning process from others: staff, customers, peer agencies and others. If desired, we can add a component for additional input through an appropriate combination of interviews and/or surveys and/or workshops.

Step 2. Board Workshop #1 Evaluate the District and Identify Priority Issues

The strategic planning workshops are the heart of the process. Our workshops are designed to obtain consensus on key issues rapidly and effectively. We recommend that participants include Directors, General Manager and his management team. The workshop takes inputs from the interviews and research phase and uses a set of facilitated exercises designed to develop clear policy-level direction. Some of the topics covered include:

- **Self-Assessment: Rating the District Today.** In order to chart a path to the future, the District will need to identify where it stands today: what is working what is not working, and how it is viewed by each participant.
- **Identifying Strengths and Weaknesses.** Identifying the significant current and future issues that can impact the organization and the most promising opportunities to deal with those threats.
- **Identifying the Highest Priority Issues.** The group chooses the most critical challenges or opportunities that the District must tackle if it is going to accomplish its mission.
- **Developing Strategic Issues Areas.** With the facilitator’s assistance, the group will take all the information above and organize it into an initial set of strategic issue areas and their priorities. We will begin identifying strategies for the most challenging issues and priorities. These strategic issues will later be translated into goals and objectives.

Step 3. Board Workshop #2 to Complete the Board Policy Direction

In this step, the consultant will take the detailed inputs from the first workshop and develop an initial list of goals and objectives. At this workshop, the participants will undertake the following:

- **Review and edit as desired the Board level policy direction in their Goals, Objectives.** This is the core policy-level direction that will be acted upon by staff and is a critical step in the strategic planning process.

- **Update or Reaffirm the Mission, Vision and Values.** Generally Mission, Vision and Values don't change often—but they sometimes do for good reason. Through a series of exercises, the consultant will work with the participants to review and consider updating or reaffirming the current Mission Statement Vision and Values statements.

Step 4. Staff Workshop to Develop Prioritized Work Plan and Timeline

The consultant will also work with staff to develop a Work Plan showing priorities, what the staff will do to accomplish each action; who is responsible; and when it will be done. Each action would also be prioritized.

To ensure a complete and well-rounded Work Plan, the consultant and management team will reference their own experience as well as a reference guide provided by the consultant.

The onsite Work Planning session is planned for the morning immediately after the Board workshop #2 to use time more efficiently and reduce costs of the planning process. Following the onsite work planning session, the consultant is available as needed to assist staff by phone, online meeting tools, and e-mail to finalize the Work Plan.

Step 5. Finalize Strategic Plan and Present to Board

Once the Work Plan has been completed, the consultant will draw all these outputs together, working with the manager to create a partial strategic plan draft containing the goals, objectives and work plan. The Work Plan will be reviewed with the following criteria to assure that it will be practical, doable and that there are adequate resources to accomplish it.

- **Key activities and Initiatives are prioritized appropriately.**
- **Resources, Timing and Do-Ability.** Check to assure that the work plan doable in terms of monetary resources, staff time and expertise, as well as proper sequence.
- **Completeness.** Assure that the Work Plan is complete and well rounded.
- **Performance Measurement.** Develop key performance metrics to help evaluate success of the plan on an ongoing basis.

Implementation and Oversight of the Strategic Plan. The final plan will include a clear and understandable summary of the key actions and timeline in a matrix format that can be readily understood and monitored (See examples at the end of this proposal). The actions can be built into individual business plans as needed

The consultant will recommend a process for implementing and monitoring progress of the Strategic Plan and Work Plan. The work plan should be utilized as a living document that should be updated as needed on a regular basis

COST

Our fixed-cost estimate for this project is shown below and based on the following steps as described in our proposal.

Coordination and Support

Step 1. Prepare for, Conduct and Summarize Confidential Interviews

Step 2. Board Workshop #1 Evaluate the District and Identify Priority Issues

Step 3. Board Workshop #2 to Complete the Board Policy Direction

Step 4. Staff Workshop to Develop Prioritized Work Plan and Timeline

Step 5. Finalize Strategize Plan and Present to Board

Administrative support, type notes, prepare plan, etc.

TOTAL ESTIMATED COST: \$17,250.

Travel and Expenses. Basic material expenses, including, travel expense (transportation and lodging), office printing and sales tax are additional and passed on at cost. Car mileage is at the IRS California rate of \$.60 per mile or rental car rate.

More Cost Estimate Details

No out-of-scope work will be undertaken without prior written approval from the Agency. Out-of-scope work includes additional new tasks, or extra work on existing tasks, which is requested for reasons beyond RCC's control. Rauch Communication Consultants rate for Robert Rauch and Martin Rauch is \$187 per hour. Associate consultants \$115 per hour, graphic designers \$100 per hour, media and writing specialist \$85 per hour, and administrative assistance \$65 per hour. For meetings involving travel, the minimum charge is four hours.

TIMING

We can be available to start whenever appropriate. The proposed timeline to complete the process by March, 2014 is a reasonable timeline that is doable by us.

PART 3. PROFILE OF THE FIRM

EXAMPLES OF EXPERIENCE:

Here are a few examples of our decades of experience helping organizations develop effective strategic plans and carry out their mission.

California Special Districts Association, Strategic Plan. Rauch Communications was called in to assist this major statewide organization to prepare a Strategic Plan. The plan was developed in the manner described in this proposal, and was received enthusiastically by both Board and Staff. It has been implemented in the current year, and is considered a successful model for future strategic plans.

Association of California Water Agencies, Strategic Plan. ACWA is the oldest and largest statewide organization of water agencies in California, with a membership consisting of public agencies along with numerous engineering, legal and financial organizations. Rauch Communication Consultants planned and conducted its Vision 2000 strategic planning process, which resulted in a significant alteration of the organization's structure and direction. The new plan was developed with a comprehensive outreach program involving numerous coordination meetings, and is today considered a complete success.

National Water Resources Association, Strategic Plan. This Washington-based national organization brings information about federal policy to its membership and provides lobbying before Congress on their behalf. Rauch Communication Consultants planned and conducted the process leading to the development of their strategic plan.

Golden Empire Transit District. Rauch Communication Consultants worked closely with the Board and management staff of this Bakersfield agency to analyze district issues and concerns, and then prepare a set of findings and recommendations to revitalize the agency, restore management credibility and rebuild staff morale and effectiveness.

Las Virgenes Municipal Water District. Worked with the Board and staff to annually update and incrementally restructure the existing strategic plan as well as facilitate the annual development of updated action plans. Las Virgenes Municipal Water District provides both water and wastewater services, with wastewater issues predominating in the planning process: expanding recycled water use, maintaining a strong environmental focus, meeting NPDES and discharge challenges, and more.

Costa Mesa Sanitary District. Worked closely with the Board of Directors and staff to create an initial strategic plan and annual updates. The most recent strategic plan led to a series of dramatic changes in direction that have taken several years to complete.

Rancho Murieta Community Services District. Worked closely with the Board of Directors and staff to create a new mission statement, vision, objectives, goals and set of action items as part of the complete Strategic Plan for this Community Services District that provides sanitary, water, security, roads and other services.

Goleta Sanitary District Strategic Planning Services. Facilitated an initial strategic plan and many annual updates for this sanitary district along the coast of Goleta, California. Also provides ongoing support and facilitation to Staff and the Board of Directors in developing plans and responses to important events.

Kern County Water Agency. This agency supplies all the imported water in Kern County, a largely agricultural area that is now also experiencing a rapidly growing urban center. The Agency imports over one million-acre feet of water per year, making it a leader in California's water structure. Rauch Communication Consultants planned and conducted the development of its strategic plan, working closely with the Board, senior management, numerous member districts as well as a major city and the county. Over 57 different agencies and key individuals were interviewed along the way. The plan was unanimously adopted.

Santa Clara Valley Water District. This agency provides water supply and flood control services for a major portion of the Silicon Valley. With an annual budget running in the hundreds of millions, it impacts numerous aspects of the economic, residential and environmental aspects of life in the area. Rauch Communication Consultants conducted the initial strategic planning workshops of the Board of Directors and senior management, which defined the future direction of the district.

Castaic Lake Water Agency. This agency's plan, covering the whole of a rapidly developing area in Los Angeles County, involves the development of a multi-phase resources plan. The Agency is a large water importer serving the area. Rauch Communication Consultants conducts the annual strategic planning retreats of the Board of Directors, and prompted development of the Strategic Plan.

Three Valleys Municipal Water District. This wholesale agency provides imported water to more than a dozen member agencies. A critical need for the service area is to address the increasing cost of imported water, and to reduce its dependence on it. Rauch Communication Consultants conducted a series of strategic planning sessions with the Board, general manager and senior staff, and produced their first Strategic Plan, which is now being implemented.

Cucamonga County Water District. This is a retail water agency in a rapidly growing area that faces important issues concerning water supply and area leadership. Rauch Communication Consultants met with its Board of Directors, general manager and senior staff to develop a complete Strategic Plan. The Plan is being successfully carried out by the district.

Delco Systems, General Motors Corporation FUTURES GROUP. This aerospace electronics firm produced advanced electronics systems for space and aerospace applications. Bob Rauch served as the Director of Planning, developing the long-range and annual business plans for the company. The Futures Group was the senior management group charged with the future direction of the company, and its activities were coordinated by Mr. Rauch. He also served as Director of Communications.

BACKGROUND AND EXPERIENCE OF RAUCH COMMUNICATION CONSULTANTS, INC.

Rauch Communication Consultants Inc. has served the water community for more than 30 years in California. During that time, we have worked with over 170 agencies throughout the state, as well as with most of the leading organizations that deal with water resources and local agencies, such as CSDA, ACWA, CASA, and others. The great majority of our clients are water and wastewater agencies, but we have worked with individual agencies of every kind and size in most corners of the state.

Our firm offers three consulting specialties: assisting clients in the development of strategic plans, implementing strategic public outreach programs, and consulting to resolve internal management issues. These services are conducted out of our office in, Campbell (San Jose), and through our affiliates in other cities around the state.

Our expertise in public involvement and outreach lends itself to effectively gathering public input. We are expert facilitators and have planned and facilitated hundreds of successful meetings and workshops over the years.

We completed the strategic plan for the California Special District Association, as well as for several individual special districts. We led ACWA's Vision 2000 strategic plan that significantly changed the structure and direction of the organization, as well as key strategic planning sessions for CASA during a time of organizational change. A selected list of clients for whom we have provided strategic planning services is given later in this proposal, along with brief client case studies and testimonials.

We have also served as speakers for conferences and seminars on strategic planning and public outreach for ACWA, CASA, CSDA and the Special Districts Institute for whom we served as permanent faculty members.

WHAT OUR CLIENTS ARE SAYING ABOUT US

"This strategic plan was impressive for how efficient the process was, and how it got to the point in a practical and useful way."

Novato Sanitary District

"A glowing recommendation for your ability to prepare a Strategic Plan."

Squaw Valley Public Service District

"Thank you for the wonderful job you did at our 2007 Board Planning Session. You did your homework; found the common denominator, and provided the Board and my executive staff with a positive outlook for the future of CSDA...We were all impressed and came away with a sense of positive change for the Association."

California Special Districts Association

"It was one of the most productive series of meetings of this kind I have participated in professionally."

"Cucamonga County Water District

"...was the most effective seminar I have been involved with in over 20 years as an elected official."

Three Valleys Municipal Water District

"You have facilitated annual strategic planning workshops that have helped us keep everyone focused on the critical priorities of our district. With RCC's help we have learned to address the major long-term issues, and develop effective action plans to deal with them. It has really made a difference!"

Truckee Donner Public Utility District

"Our Strategic Planning Workshop, which you facilitated . . . made it possible for the Board to provide a more focused and clear policy direction to staff . . . Perhaps more importantly, your facilitated process helped our Board and Staff develop a consensus around a much larger, but still realistic vision of what our District needs to be in order to best serve our customers."

Cucamonga County Water District

The workshop you put together for us has given us a clear vision and made all the difference in the world."

Three Valleys Municipal Water District

LEAD CONSULTANT FOR THIS PROJECT.

MARTIN RAUCH, President, Rauch Communication Consultants

The work will be carried out primarily by Martin Rauch. He brings to this task experience in group dynamics, developing consensus, Board and District strategic planning, and facilitation.

Martin Rauch is President of Rauch Communications Consultants, a full service strategic planning and public outreach firm with main office near San Jose California that has served over 170 clients in California during the past 30 years.

Martin conducts strategic planning sessions for the Boards and senior managers of client organizations. He also provides training in effective Board meetings, roles and relationships of Board members and managers and other related topics. He specializes in the preparation and facilitation of a wide variety of meetings. These complex events include focus groups, citizen's advisory committees, community presentations and public meetings.

Working out of RCC's San Jose Office, Martin also assists Board of Directors and senior managers, by tailoring public information projects that meet the special requirements of each client. For 15 years, he has provided strategic outreach support throughout the state.

Mr. Rauch has served as a speaker and seminar leader for the Association of California Water Agencies (ACWA), California Association of Sanitary Agencies (CASA), and the WaterReuse Association. He is a regular faculty member of the Special District Institute, and has been invited as a speaker to other statewide associations.

Prior to his work for public agencies, he served for several years as a community organizer and educator for nonprofit organizations, organizing community groups and producing educational and information materials. He holds a Bachelor of Arts degree with High Honors from the University of California at Santa Barbara. Martin's formal training also includes completion of Business Mediation Training at UC Berkeley, as well as courses in Facilitating and Mediating Effective Agreements.

ADDITIONAL PROJECT SUPPORT.

ROBERT Rauch Communication Consultants

Robert Rauch will assist off site in developing of strategy, writing and editing of the document and reviewing the plan for thoroughness, consistency and clarity.

Bob has been serving local governments in California for over 43 years. His clients range statewide, and include the leading foundations and associations of special districts and local governments. His consulting specialties are:

- Assisting the Boards and management of special districts to carry out effective planning, address the agency's critical issues, and then develop action-oriented strategic plans to resolve the issues.
- Aiding agencies to communicate their issues so that stakeholders and the general public can provide input and support to the agency.
- Facilitating agreement among individuals, groups and agencies on diverse and complex issues, and working with the Board and senior managers to resolve difficult internal management problems.

He is widely known as a speaker and seminar leader, and been honored for his distinguished service to education for special districts. Previously, Bob served as director of planning and communications for a major electronics corporation in California. He has also had the privilege of leading White House conferences during the administration of President Reagan.

Bob received his Bachelor's and Master's degrees with honors from Columbia University in New York, and was awarded a Fulbright Grant for graduate study in Rome, Italy under the auspices of the U.S. Department of State

LYNDA BOYD, Production Manager Rauch Communication Consultants

Lynda Boyd will provide administrative assistance in the transcribing of notes and preparation and proofing of the plan.

Lynda Boyd has been the production manager for Rauch Communication Consultants for 11 years and has assisted with hundreds of projects of many types over that period.

LIST OF SELECTED CLIENTS.

ORGANIZATIONS

Association of California Water Agencies (ACWA)
California Special Districts Association (CSDA)
California Association of Sanitation Agencies (CASA)
Special Districts Institute
California Sanitation Risk Management Authority
California Association of Public Cemeteries
WaterReuse Association
California Mosquito and Vector Control Association
American Desalting Association
Association of Groundwater Agencies

LOCAL GOVERNMENT AGENCIES

ORANGE COUNTY

Municipal Water District of Orange County
Mesa Consolidated Water District
Los Alamitos County Water District
South Coast Water District
Serrano Irrigation District
El Toro Water District
Orange County Water District
Costa Mesa Sanitary District

SAN DIEGO COUNTY

San Diego County Water Authority
Padre Dam Municipal Water District
Rincon del Diablo Municipal Water District
Vallecitos Water District
Helix Water District
Leucadia Wastewater District
North County Fire Protection District
Olivenhain Municipal Water District
Santa Fe Irrigation District

SAN BERNARDION COUNTY

Big Bear Municipal Water District
Monte Vista Water District
Big Bear Community Services District
Yucaipa Valley Water District
Joshua Basin Water District
Inland Empire Utility Agency
East Valley Water District
Big Bear Area Wastewater Agency
Victor Valley Water District
Cucamonga County Water District
San Antonio Water Company

IMPERIAL COUNTY

Imperial Irrigation District
SAN FRANCISCO COUNTY
Golden Gate Bridge, Highway, & Trans. District

BUTTE COUNTY

Oroville-Wyandotte Irrigation District

LOS ANGELES COUNTY

Los Angeles County Park and Recreation
Castaic Lake Water Agency
Central Basin Municipal Water District
Pico Water District
Upper San Gabriel Valley Municipal Water District
West Basin Municipal Water District
San Gabriel Valley Municipal Water District
Water Replenishment District of Southern California
San Gabriel County Water District
San Gabriel Valley Water Association
Main San Gabriel Basin Watermaster
California Domestic Water Company
Pasadena Historical Museum
Three Valleys Municipal Water District
Newhall County Water District
Las Virgenes Municipal Water District
Conjunctive Use Working Group

SAN MATEO COUNTY

East Palo Alto Sanitary District

RIVERSIDE COUNTY

Mission Springs Water District
Rancho California Water District
South Mesa Water Company
Elsinore Valley Municipal Water District

Santa Rosa Community Services District
Beaumont Cherry Valley Water District
Santa Ana Watershed Project Authority

SACRAMENTO COUNTY

County of Sacramento Public Works Agency-
Sacramento Regional County Sanitation District
Fair Oaks Water District
Arcade Water District
Sacramento Metropolitan Water Authority
Carmichael Water District
Rio Linda Water District
Northridge Water District
Rancho Murrieta Community Services District
Cordova Recreation and Park District

SANTA BARBARA COUNTY

City of Santa Barbara
Goleta Sanitary District
Montecito Sanitary District
Carpinteria Sanitary District
Santa Maria Public Airport District
Goleta Water District
Montecito Water District
Cachuma Project Authority
Goleta West Sanitary District
Mosquito and Vector Management District

VENTURA COUNTY

Camrosa County Water District
Rancho Simi Recreation and Park District
Casitas Municipal Water District
Conejo Recreation and Park District
Ojai Valley Sanitary District
Calleguas Municipal Water District
Meiners Oak County Water District

SANTA CLARA COUNTY

Santa Clara Valley Water District

SANTA CRUZ COUNTY

Scotts Valley Water District
Pajaro Valley Water Management Agency

KERN COUNTY

Indian Wells Valley Water District
Kern County Water Agency
West Kern Water District
North of the River Municipal Water District
Oildale Mutual Water Company
North Kern Water Storage District

Golden Empire Transit District
Terra Bella Irrigation District
Friant Water Users Authority
Cawelo Water District

PLACER COUNTY

San Juan Water District
Truckee Donner Public Utility District
Northstar Community Services District

SAN LUIS COUNTY

Nipomo Community Services District
Templeton Community Services District
Port San Luis Harbor District
San Simeon Community Services District
Cambria Community Services District

MONTEREY COUNTY

Marina Coast Water District
Monterey Regional Water Pollution Control
Agency
Monterey Peninsula Water Management District

CONTRA COSTA COUNTY

Diablo Water District

TULARE COUNTY

Visalia Public Cemetery District
Friant Water User Authority

MARIN COUNTY

Las Gallinas Sanitary District
North Marin Water District
Sausalito-Marín City Sanitary District
Tamalpais Community Services District
Sanitary District No. 5 of Marin County
Novato Sanitary District
Ross Valley Sanitary District
San Rafael Sanitary District
City of San Rafael

CALAVERAS COUNTY

Calaveras County Water District

PLUMAS COUNTY

Eastern Plumas Health Care District

WASHINGTON, D.C. he

White House, Office of Policy Development

EXAMPLE OF A WORK PLAN

Each work plan is customized to fit the needs of the client. A couple of typical examples are shown on the following pages.

No.¶	Pr	Action¶	Lead¶	Board¶	Status/Comments¶	Time¶
1.0.0¶	¶	GOAL 1—WATER SUPPLY. Develop and maintain a high-quality water supply that meets the needs of our community today and in the future. ¶				
1.1.0¶	¶	Identify long-range water supply options. ¶				
1.1.1¶	1¶	Participate in the evaluation of the proposed improvements and expansion of the water supply, treatment, distribution and storage systems to meet demands of proposed development. Verify proposed supply is adequate to meet proposed demands. ¶ Negotiate Development Agreement(s) to address conditions of service. ¶	Mike¶ ¶	¶	Pete & Jesse Schedule-driven by developer(s)¶	June 2011— Dec. 2013+ beyond¶ ¶
1.1.2¶	1¶	Develop a Feasibility Study of water supply options and incorporate information on key study and implementation steps, including CEQA, funding, timelines, permits, TROA implications, costs and benefits, pros and cons, infrastructure needs, next steps and other pertinent information for all practical options. ¶ Specifically consider redundancy, maximizing water supply from within the watershed by accessing previously unavailable areas, imported options, optimizing internal resources through conservation, treatment, etc. Incorporate into an update of the Master Plan upon completion of improvements spurred by new development. ¶	Jesse¶ ¶	¶	Mike ¶ Build on existing Sept. 2009 Study. ¶ (1.2.0)-(1.5.0)- (2.2.2)¶	May 2012— Nov. 2013¶
1.1.3¶	2¶	Look for partnerships to enhance water supply options. Continue to collaborate with other agencies. Pursue funding opportunities for primary and redundant water supply projects, including the Truckee River Utility Corridor & Bike Trail Project (2.2.2). ¶	Mike¶	¶	(2.2.2)¶	July 2012— Dec. 2013+ beyond¶
1.1.4¶	2¶	Communicate with the public effectively about the purposes, pros and cons of the various water supply options. Utilize the Communications Plan (3.2.1). ¶	Mike¶	¶	3.2.1¶	Jan. 2013— Dec. 2013+ beyond¶
1.2.0¶	¶	Complete Phase II of the Creek Aquifer Interaction Study. ¶				
1.2.1¶	1¶	Procure funding and complete Phase II—Creek Aquifer Interaction Study. The project will quantify the impact of ground-water pumping on flows in Squaw Creek and provide information on developing and implementing different pumping management and/or creek strategies to increase the amount of water that could be stored in local aquifers. It advances water supply reliability and promotes groundwater storage. ¶	Mike¶ ¶	¶	Jesse, Cindy¶	May 2012— Dec. 2013¶

No.¶	Pr	Action¶	Lead¶	Board¶	Status/Comments¶	Time¶
1.3.0¶	¶	Apportion costs and benefits fairly among the water supply users. ¶				
1.3.1¶	3¶	Perform update of Capital Replacement Program (4.1.0). Implement a Work Order System to track operating expenses by department to determine the cost of each service provided. Use data to accurately set rates and assessments that correlate to the levels of services provided. (4.2.0). Update Water Plant Availability Charge (PAC) Fees and Connection Fees (4.3.0). ¶	Mike¶	¶	Aleta, Jesse ¶ (4.1.0)-(4.2.0)- (4.3.0)¶	See sections reference¶
1.4.0¶	¶	Monitor Status of the Truckee River Operating Agreement (TROA). ¶				
1.4.1¶	3¶	Prepare a Biennial TROA Status Report that includes: 1) status of implementation of the Agreement; 2) relevance to District water supply planning, permitting, and operations (e.g., regulatory constraints on import project, well development, surface water diversions, and other water supply options); and 3) strategies and actions to anticipate, plan, respond, and react to implementation of TROA. ¶	Mike¶	¶	Once per 2 years. ¶ (3.3.0)—cost share- w/other agencies. ¶	¶
1.5.0¶	¶	Seek funding for an Olympic Valley Watershed Study. ¶				
1.5.1¶	2¶	Apply for grant funds through Integrated Regional Water Management (IRWM) and Local Groundwater Assistance Program (LGWAP) to study the entire watershed. ¶	Cindy¶	¶	(4.4.1)¶	May 2012— Dec. 2013¶
1.5.2¶	2¶	Implement the Watershed Study if funding can be found. Study, investigate, and evaluate expanding local water supply resources from areas in the upper watershed, beyond the basin (valley floor) considered in the Groundwater Management Plan (GMP). Consider horizontal wells, springs, variable snow accumulations, surface water flows, subsurface flows, effects of snowmaking, road construction, etc. ¶ Prepare on overall design of the study. Perform study. Incorporate into Feasibility Study, Creek Aquifer Interaction Study, and Communications Plan. ¶	Mike¶	¶	(1.1.0) (1.2.0)- (2.1.3)-(3.2.0) ¶ ¶	May 2012— Dec. 2013+ beyond¶

EXAMPLE OF A MORE DETAILED WORK PLAN THAT INTEGRATES OTHER PLANS AND THE BUDGET

SUPPLEMENTAL BUDGET PROJECTS					FISCAL YEAR ENDED				PROGRESS NOTES	% Compl	Estimated Completion	Cost To Date (Identifiable)	Expected Revenues	supplemental Balance	
Strategic Line #	Budget Line #	Project #	Proj. Manager	PROJECT NAME	PROJECT DESCRIPTION	2013	2014	2015							2016
GOAL 1: PROTECT GROUNDWATER. Recognize groundwater as the District's most valuable asset and protect it as a top priority															
1.1.0 Slow and eventually reverse declining groundwater levels and protect the imported water entitlement															
11.3	SF-1224808/834	JG	JG	<i>Recharge Basin & Pipeline Project</i>	Construction Phase	\$ 3,952,000	\$ 3,952,000			Final design 100%. Construction . contingent . Proposition 84 and other funding. Approx. Protected vegetation has been removed and relocated from the basin site. Awaiting Caltrans permits for final pot holes. Estimated time to go to bid is March or April. (\$7,920,000 including a 20% contingency)	0%	12/31/2013	\$ -	\$ 7,904,000	\$ -
Goal 2 OPERATIONAL AND ASSET MANAGEMENT Design, build, operate and maintain facilities for reliability and cost efficiency.															
2.1.0 Carry Out a Strong Maintenance Management Program that is fully proactive and documented															
2.3.1	SF-1201	Z37	JG	High Desert Medical Center Waste Water Package Plant	To be paid by HDMC - see matching revenue at end of list.	\$ 750,000	\$ 750,000				0%	9/30/2013	\$ 30,427	\$ 1,500,000	\$ (30,427)
PPL	SF-1202		JC	Large Meter Testing	Currently, in order to test or remove a large meter, the service needs to be disconnected. This is a serious problem for some large meters such as the hospital and Continuing Care. The bypass will allow the meters to be removed and replaced without discontinuing service.	\$ 30,000				3/6/12: Jim studying to determine for 1 1/2" & up	0%	6/30/2012	\$ -	\$ -	\$ 30,000
2.3.2	SE-1217	831	JG	<i>System Reliability Upgrade for Hospital and County Complex C, B and D-3 Zones - PHASE 1</i>	Develop emergency plan for water outage at HDMC					No cost associated; basically staff & possibly at little Dudek time.		1/23/2012	\$ 34,101	\$ -	\$ (34,101)
2.3.3	SE-1217	831	JG	<i>System Reliability Upgrade for Hospital and County Complex C, B and D-3 Zones - PHASE 2</i>	Have plans prepared for the redundant water service line for the hospital. Construction contingent on funding. June 2013.		\$ 129,000	\$ 129,000				7/3/2015	\$ -	\$ 129,000	\$ 129,000

REFERENCES FROM OTHER STRATEGIC PLANNING CLIENTS

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