

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



AGENDA ITEM

E-1

JULY 26, 2023

DATE: JULY 20, 2023

INVESTMENT POLICY – QUARTERLY REPORT

ITEM

Review Investment Policy Quarterly Report [RECOMMEND ACCEPT AND FILE REPORT]

BACKGROUND

The District's Investment Policy requires the Treasurer/Finance Officer file a quarterly report that identifies the District's investments and their compliance with the policy. The quarterly report (attached) is considered by the Board of Directors and is filed with the District's auditor.

On June 14, 2023, the Board of Directors approved staff to purchase \$5.6 million dollars in securities, \$4.6 million dollars in short-term treasuries and \$1 million in non-callable Certificates of Deposit with maturities under 18 months. On June 20, 2023, staff purchased these securities as shown on page 2 of attachment A.

As District Treasurer/Finance Officer, I am pleased to inform the Board of Directors that the District is in compliance with the Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

STRATEGIC PLAN

Goal 4. FINANCE. Maintain conservative, long-term financial management to minimize rate impacts on customers while meeting program financial needs.

RECOMMENDATION

After Board consideration and public comment, it is recommended that your Honorable Board accept the quarterly report and direct staff to file the Report with the District Auditor.

ATTACHMENTS

A. Quarterly Investment Report

JULY 26, 2023

ITEM E-1

ATTACHMENT A

ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

UNRESTRICTED POOLED CASH ACCOUNTS							
<i>Investment</i>	<i>Institution</i>	<i>Amount of Deposit 6/30/23</i>	<i>Rate of Interest as of 6/30/23</i>	<i>Quarterly Interest Earned or Accrued 6/30/23</i>	<i>Amount of Deposit 6/30/22</i>	<i>Rate of Interest as of 6/30/22</i>	<i>Quarterly Interest Earned or Accrued 6/30/22</i>
Public Checking (1)	<i>Five Star Bank/Mechanics</i>	\$209,625.01	n/a	n/a	\$336,397.01	n/a	n/a
Public Money Market	<i>Five Star Bank</i>	\$750,199.61	3.02%	\$4,762.30	n/a	n/a	n/a
Public Money Market	<i>Mechanics Bank</i>	\$154,856.05	3.35%	\$379.51	\$3,089.24	0.02%	\$0.15
Pooled Money Investment	<i>Local Agency Investment Fund (LAIF)</i>	\$14,489,728.34	3.36%	\$161,863.33	\$18,873,312.28	0.75%	\$34,290.93
Pooled Money Investment	<i>Multi Bank Securities</i>	\$5,596,777.42	5.11-5.35%	\$652.96	See Attached		
RESTRICTED CASH ACCOUNTS – DEVELOPER BOND FUNDS HELD IN TRUST							
Money Mkt - Performance Bond	<i>Five Star</i>	\$19,570.71	3.02%	\$139.90	\$19,159.74	0.65%	\$23.48
Money Mkt - Performance Bond	<i>Five Star</i>	Closed – Deposit returned	n/a	n/a	\$107,776.93	0.65%	\$132.12
Money Mkt - Performance Bond	<i>Five Star</i>	\$28,281.86	3.02%	\$202.17	\$27,687.97	0.65%	\$33.94
Money Mkt - Performance Bond	<i>Five Star</i>	\$16,544.63	3.02%	\$118.27	n/a	n/a	n/a
RESTRICTED CASH ACCOUNT – NIPOMO SUPPLEMENTAL WATER FUNDED REPLACEMENT HELD IN TRUST							
Savings–NSWP Funded Replacement	<i>Five Star</i>	\$1,682,668.74	3.02%	\$11,925.06	\$1,442,186.68	0.65%	\$1,752.56
RESTRICTED CASH ACCOUNTS – ASSESSMENT DISTRICT 2020-1 HELD IN TRUST							
Public Checking - BL A/D 2020-1 (1)	<i>Five Star</i>	\$2,788.16	n/a	\$1,385.24	\$386,290.98	0.65%	\$506.13
Money Mkt - BL A/D 2020-1	<i>Five Star</i>	\$952,157.39	3.02%	\$7,062.36	\$958,061.11	0.65%	\$1,174.40
Money Mkt - BL Tax Roll Collections	<i>Five Star</i>	\$412,471.39	3.02%	\$2,537.66	\$2,501.27	0.20%	\$1.26

INVESTMENT POLICY-QUARTERLY REPORT 6/30/2023

(1) Analyzed Account
n/a Not applicable

Nipomo Communtiy Services District
Investments
June 30, 2023

<u>Type of Investment</u>	<u>CUSIP</u>	<u>Purchased</u>	<u>Maturity</u>	<u>Yield to Maturity</u>	<u>Par Value(1)</u>	<u>Effective Price</u>	<u>Market Value(2)</u>	<u>Cost Basis(3)</u>
6 Month Treasuries								
Treasury Bills	912797FU6	6/21/2023	12/14/2023	5.11%	\$ 2,355,000	97.568	\$ 2,297,726	\$ 2,298,524
6 Month Treasury Subtotal					\$ 2,355,000		\$ 2,297,726	\$ 2,298,524
12 Month Treasuries								
Treasury Notes	91282CCG4	6/21/2023	6/15/2024	5.15%	\$ 2,410,000	95.168	\$ 2,293,549	\$ 2,298,253
12 Month Treasury Subtotal					\$ 2,410,000		\$ 2,293,549	\$ 2,298,253
Treasuries Subtotal					\$ 4,765,000		\$ 4,591,275	\$ 4,596,777
12 Month Certificates of Deposit (CD's)								
Certificate of Deposit - CIBC Bank USA Chicago	12547CBY3	6/23/2023	6/21/2024	5.30%	\$ 200,000	99.838	\$ 199,668	\$ 200,000
Certificate of Deposit - Valley National Bank	919853JV4	6/26/2023	6/26/2024	5.35%	\$ 200,000	99.882	\$ 199,754	\$ 200,000
Certificate of Deposit - Bank of California Irvine	05961SRD8	6/29/2023	6/27/2024	5.30%	\$ 200,000	99.834	\$ 199,656	\$ 200,000
12 Month CD Subtotal					\$ 600,000		\$ 599,078	\$ 600,000
18 Month Certificates of Deposit (CD's)								
Certificate of Deposit - Alpine Bank Glenwood	02081QCN8	6/28/2023	12/30/2024	5.15%	\$ 200,000	99.588	\$ 199,136	\$ 200,000
Certificate of Deposit - Mercantile Bank Grand	587379AM0	6/30/2023	12/30/2024	5.15%	\$ 200,000	99.612	\$ 199,138	\$ 200,000
18 Month CD Subtotal					\$ 400,000		\$ 398,274	\$ 400,000
CD Subtotal					\$ 1,000,000		\$ 798,216	\$ 1,000,000
Investment Total					\$ 5,765,000		\$ 5,389,491	\$ 5,596,777

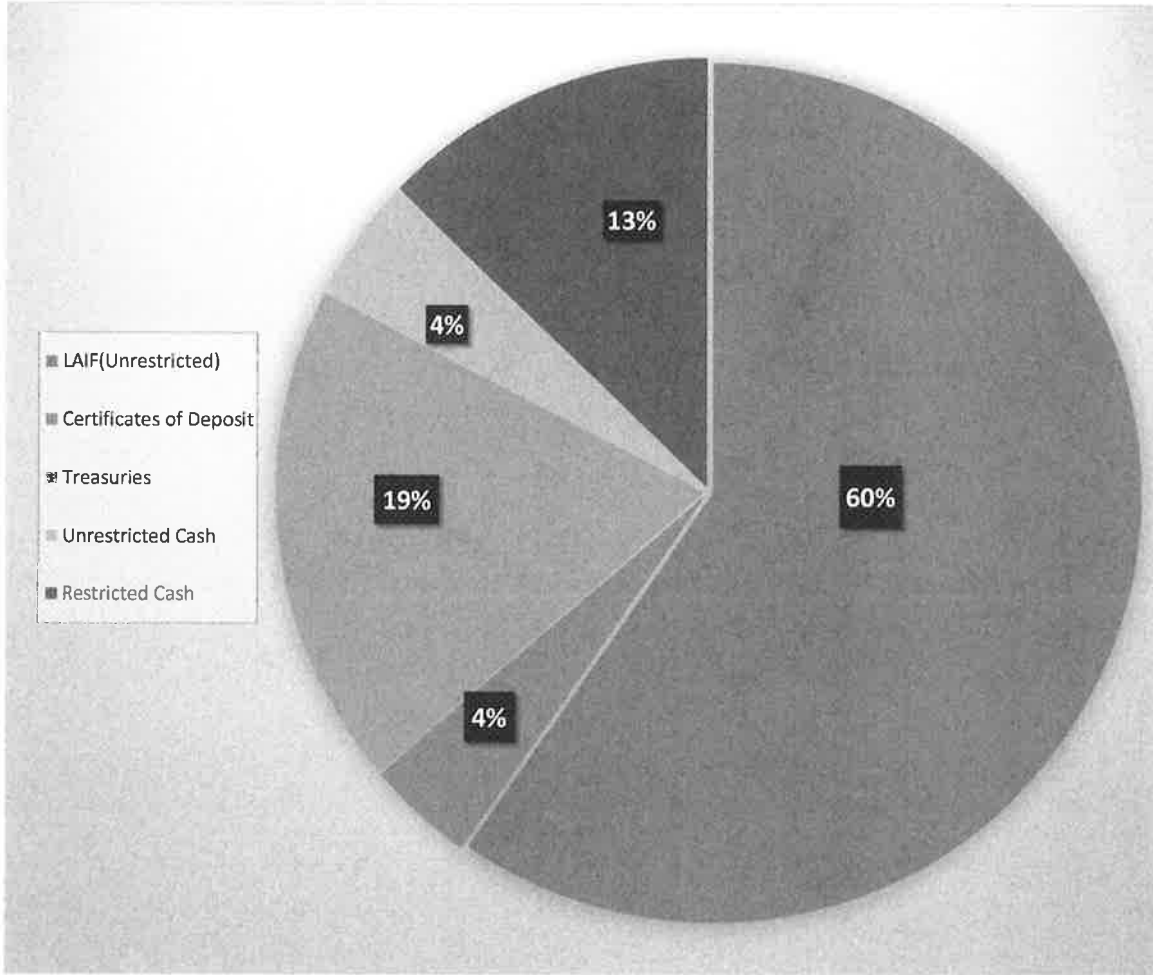
Market Value Source: eConnectDirect.com for the Certificates of Deposit and Treasuries

- (1) Par Value is the Face Value of the investment when it matures
- (2) Market Value of Certificates of Deposit is shown as of 6/30/2023
- (3) Cost Basis is the original purchase price of the investment

Notes to Mention

- Investments listed in this report comply with the California Government Codes 53600-53864 and the District's Statement of Investment Policy.
- Sufficient funds are available to meet the District's expenditure requirements for the next six months.
- All CDs are 100% FDIC insured and noncallable

**Nipomo Community Services District
Cash and Investment Allocation
June 30, 2023**



Cash and Investment Summary		
LAIF(Unrestricted)	\$ 14,489,728	60%
Certificates of Deposit	\$ 1,000,000	4%
Treasuries	\$ 4,596,777	19%
Unrestricted Cash	\$ 1,114,681	4%
Restricted Cash	\$ 3,114,483	13%
Total	\$ 24,315,669	100%

Pursuant to Section 8.A. of the Investment Policy

Summary of Electronic Transfers

Transfer Dat	Amount	Transfer From	Transfer To
6/16/2023	\$ 5,600,000.00	LAIF	FIVE STAR BANK MM
6/20/2023	\$ 5,600,000.00	FIVE STAR BANK MM	FIVE STAR BANK CHECKING
6/21/2023	\$ 5,596,777.42	FIVE STAR BANK CHECKIN	MBS SECURITIES, INC

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER

DATE: July 20, 2023

AGENDA ITEM

E-2

JULY 26, 2023

**AUTHORIZE GENERAL MANAGER TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT
WITH EAGLE AERIAL SOLUTIONS
FOR WATER CONSERVATION SOFTWARE**

ITEM

Authorize the General Manager to enter into a Professional Services Agreement ("Agreement") with Eagle Aerial Solutions for water conservation software and support. [RECOMMEND AUTHORIZE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH EAGLE AERIAL SOLUTIONS]

BACKGROUND

The most recent drought in California has caused water agencies and regulatory agencies that oversee water agencies to increase water conservation efforts. The Nipomo Community Services District ("District"), along with the majority of water purveyors in the State, has been at a heightened level of water conservation to address concerns of long running drought conditions. State regulatory agencies are faced with managing water agencies and, as drought threatens more communities, State legislators drafted and passed legislation to preserve and protect vital water supplies.

The California State Governor's May 9, 2016 Executive Order (B-37-16) updated the drought emergency declaration in California and directed certain state agencies to transition from temporary emergency water restrictions to permanent, long-term improvements in water use, intended to make water conservation a California way of life. Senate Bill 606 and Assembly Bill 1668 were passed in May of 2018 and signed into law. These two pieces of legislation will gradually ratchet indoor water use down over the next 10 years, until it reaches 50 gallons per person per day. Pressure on water rates will continue to rise, and the "use less, pay more" scenario will increase. What's worse is the actual water savings will be insignificant.

Until January 1, 2025, 55 gallons per capita daily is the standard for indoor residential water use. After that, the greater of 52.5 gallons per capita daily, or a standard recommended by DWR and the Board, will be the standard. Beginning January 1, 2030, the greater of 50 gallons per capita daily, or a standard recommended by DWR and the Board, will be established as the standard for indoor residential water use.

Starting in 2027, local water suppliers' failure to comply with the State Water Resource Control Board's ("Water Board") adopted long-term standards could result in fines of \$1,000 per day during non-drought years, and \$10,000 per day during declared drought emergencies and certain dry years.

To assist the District in balancing the upcoming Water Board's long-term water conservation regulation with the District's obligation to bring a prescribed amount of water onto the Nipomo Mesa in compliance with the Court issued 2008 Judgement, staff contracted with Eagle Aerial for a one-year trial of its software. Eagle Aerial is a software developer specializing in assisting agencies with their water conservation efforts. The software provides staff with knowledge and insight into water usage patterns within the community, thereby providing the District with tools to address those individuals exceeding their apportionment of the community's allocated water supply. An advantage to using Eagle Aerial as our software vendor is that the Water Board also uses Eagle Aerial software technology. By leveraging this advantage, the District gains insight into its ability to meet the Water

Board's future and pending water conservation objectives – an advantage the District needs as higher scrutiny by the Water Board over water use intensifies and fines begin to be leveled on water purveyors for exceeding their assigned water allocation.

FISCAL IMPACT

Software costs were included in the Fiscal Year 2023-24 Budget and will be included in the future Fiscal Year Budgets, 2024-25 and 2025-26.

STRATEGIC PLAN

Goal 1. WATER SUPPLIES. Actively plan to provide reliable water supply of sufficient quality and quantity to serve both current customers and those in the long-term future.

- B.4 Maintain the Water Shortage Response and Management Plan to respond to drought and other supply emergencies.

Goal 4. FINANCE. Maintain conservative, long-term financial management to minimize rate impacts on customers while meeting program financial needs.

- B.1 Evaluate, plan for and maintain finances that are adequate for all needs, stable, and reliable over the long-term.

RECOMMENDATION

Staff recommends that your Honorable Board authorize the General Manager to enter into a 3-year Professional Services Agreement with Eagle Aerial Solutions.

ATTACHMENTS

- A. Nipomo CSD Professional Services Agreement "Eagle Aerial Solutions"
- B. DWR Fast Facts: Water Conservation Legislation
- C. 2022 Eagle Aerial Slide Deck Presentation

JULY 26, 2023

ITEM E-2

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

(Eagle Aerial Solutions – WaterView)

This Professional Services Agreement (“Agreement”), is made and effective as of July 1, 2023, between the Nipomo Community Services District (“District”), a California special district, and Eagle Aerial Solutions, a Delaware Corporation (“Consultant”). Individually and collectively, District and Consultant are referenced herein as “Party” or “Parties,” respectively. In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement or an extension is agreed upon by both parties.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Work”). Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and the schedule of performance, and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically stated herein.

3. PERFORMANCE

Consultant represents that it has the skills, expertise, and licenses necessary to perform the services required under this Agreement. Consultant shall perform all such services in the manner and according to the standards observed by professionals experienced in providing the services identified in Exhibit A. All documents and services of whatsoever nature that Consultant delivers to District pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in providing services identified in Exhibit A. Consultant shall promptly correct or revise any errors or omissions in its performance of the services identified in Exhibit A at District’s request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

4. DISTRICT MANAGEMENT

District's General Manager ("General Manager") shall represent District in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant but not including the authority to enlarge the Scope of Work or to change the compensation due to Consultant except as provided in Section 5 hereof.

5. PAYMENT

- A. For the Annual Subscription with Waterview C11 Module specified on Exhibit B, the District shall pay Consultant in three annual lump sums for each of the three annual fees (2023, 2024, and 2025) within 30 days following the District's receipt of an undisputed invoice each year of the Term.. The lump sum annual fee amount shall not exceed Twelve thousand, seven-hundred and thirty dollars (\$12,730) ("Not-To-Exceed Amount") for the first year, Fifteen thousand, nine-hundred and nine] dollars (\$15,909) for each of the remaining two terms of the three-year Agreement, unless additional payment is approved as provided in this Agreement.
- B. Additionally, for Tasks 1, 2, 3, and 4 identified in Exhibit B, 50% of the total cost of each of the following tasks, Task 1, 2, and 3, shall be paid within (30) Thirty Days of District's execution of the Agreement and 50% of the costs of each task, Tasks 1, 2, and 3 shall be paid upon completion of each task. Consultant shall invoice District for Task 4 on January 1, 2024 for the lump sum amount identified in Exhibit B, and District shall pay the amount in accordance with Exhibit B, unless additional payment is approved as provided in this Agreement. Payment shall be based on the District's receipt of an undisputed invoice as set forth in Exhibit B in a Not-to-Exceed Amount of Fifty-five-thousand dollars (\$55,000) total compensation for the Tasks listed, unless additional payment is approved as provided in this agreement.
- C. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District. The General Manager may approve additional work not to exceed five-thousand dollars (\$5,000.00). Any additional work in excess of this amount would require the prior approval of the District Board of Directors. In order for District to increase the Not-To-Exceed Amount, Consultant must timely, and prior to sixty percent (60%) completion of the Scope of Work, identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in Exhibit B. The District, in its sole discretion, may deny in part or in whole a request to increase the Not to Exceed Amount, modify the Scope of

Work, or modify the schedule for completion of the Scope of Work. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the General Manager and Consultant at the time District's written authorization is given to Consultant for the performance of said services.

- D. If the District disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice that includes the disputed fees.
- E. Payment of an invoice by District shall not constitute acceptance of defective performance, and District's failure to discover or object to any unsatisfactory services, performance, or billing prior to payment will not constitute a waiver of District's right to require Consultant to correct such work or billings or to seek any other legal remedy.
- F. District may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect District from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Consultant to make payments properly to its employees or sub-consultants; or (5) Consultant's failure to adhere to the schedule of performance or to achieve sufficient progress with the Scope of Work such that Consultant is unlikely to achieve timely completion.

6. MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS.

No modification or amendment to this Agreement or the work herein shall be binding upon either party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each party. District and Consultant each acknowledge additional product and services not detailed or described herein may be required to complete the Work. Either party may initiate a request to modify, add or remove additional product or services.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, with respect to Tasks 1, 2,3, and/or 4 as set forth in Exhibit B, by providing written notice to Consultant at least ten (10) days prior to the effective date of the suspension or termination. Upon receipt of said notice, the Consultant shall immediately cease all work on such Tasks under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement, the remainder of this Agreement shall remain in full force and effect.

- B. In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed with respect to any such task up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section 6, the Consultant will submit an invoice to the District pursuant to Section 5 for any unpaid amounts.

8. DEFAULT OF CONSULTANT

- A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In addition, if Consultant at any time refuses or neglects to perform the Services in a reasonably timely fashion in accordance with the schedule referenced in Exhibit A, or is adjudicated bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Scope of Work, or otherwise fails to perform fully any and all of the Agreements or terms herein contained, Consultant shall be in default.
- B. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- C. Notwithstanding the foregoing, neither party shall be held liable to the other for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by:
 - a. Force majeure events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, or delays in product shipment caused by any of the preceding events, provided payment obligations shall not be so excused. The party claiming its performance is delayed by such an event shall promptly notify the other in writing of the nature and extent of a situation that may delay or prevent performance under the terms and conditions of this Agreement; or
 - b. An unexpected delay related to the setup and configuration of the WaterView software.

- c. If Consultant fails to perform as a result of an occurrence described in this Section 8(C), the termination provisions of Section 7(B) shall apply.
- D. The Parties agree to reasonably extend the completion date as necessary to accommodate for any planned or unplanned delay(s) or suspension(s) resulting from the events set forth in Section C above. The number of days extended to the Completion Date shall not exceed the total number of days delayed or suspended.
- E. If the General Manager or his/her designee determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time or, if appropriate as determined by District, fails to present the District with a written plan for the cure of the default, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

9. DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant

shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying, and/or printing computer files. Consultant hereby grants to District all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

10. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless District and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subconsultants in the performance of professional services under this Agreement.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, and any and all of its employees, officials, and agents from and against any liability, claim, suit, action, arbitration proceeding, administrative proceeding, regulatory proceeding, loss, expense, or cost of any kind, whether actual, alleged, or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees, arising out of, a consequence of, or in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subcontractors of Consultant.

C. Duty to defend

In the event the District, its officers, employees, agents, and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by District, Consultant shall have an immediate duty to defend the District at Consultant's cost or at District's option, to reimburse District for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by District is not a condition precedent to enforcement of this

obligation. In the event of any dispute between Consultant and District as to whether liability arises from the sole negligence of the District or its officers, employees, or agents, Consultant will be obligated to pay for District's defense until such time as a final judgment has been entered adjudicating the District as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs, including but not limited to attorney's fees, expert fees, or costs of litigation.

D. Survival

The duty to defend and indemnify the District and each of the obligations contained in this Section 9 shall survive termination or expiration of this Agreement.

11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

12. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the District a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State, Federal, and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with all State, Federal, and local laws, ordinances, and regulations now in force or which may hereafter be in force with regard to the services referenced in Exhibit A and with regard to this Agreement including, without limitation, the payment of prevailing wages as required by California Labor Code Section 1770, et. seq. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether District be a party thereto or not, that Consultant has violated any such law shall be conclusive of that fact as between Consultant and District. Any corrections to Consultant's services which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at Consultant's expense. The District, and its officers and employees, shall not be liable at law or in equity by failure of the Consultant to comply with this Section.

14. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of District will be personally liable to Consultant in the event of any default or breach by District or for any amount that may become due to Consultant.

15. UNDUE INFLUENCE

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

16. NON-DISCRIMINATION

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

17. TAXES

Consultant shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions,

Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

18. RELEASE OF INFORMATION

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

- B. Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement or the work performed hereunder or with respect to any project or property located within the District, unless the District is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the District of such Discovery. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless District is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

19. CONFLICTS OF INTEREST

Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or

indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area prior to the completion of the work under this Agreement.

20. NOTICES

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

To District: Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444
Attention: General Manager

To Consultant: Eagle Aerial Solutions
Attn: Jazmine Molloy
3333 Michelson Drive, Suite 300
Irvine, CA 92612

21. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide District with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include the same indemnity provision as the one provided herein identifying District as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from District for such insurance.

22. LICENSES AND PERMITS

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses and permits required of it by federal, state, or local laws or regulations for the performance of the services described in this Agreement.

23. GOVERNING LAW AND VENUE

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. The venue for any litigation concerning this Agreement shall be in San Luis Obispo County.

24. ATTORNEY'S FEES AND COSTS

The prevailing party in any action between the Parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other Party.

25. ENTIRE AGREEMENT

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

26. TIME OF THE ESSENCE

District and Consultant agree that time is of the essence in this Agreement and for each and every term herein.

27. WAIVER AND REMEDIES

Any deviation from, or waiver of, any provision of this Agreement, shall not be deemed a continuing deviation or waiver nor a waiver of any other provision of this Agreement. Any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on the District nor does it waive any rights hereunder. No remedy conferred by and specific provisions of this Agreement is intended to

be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

28. SUCCESSORS AND ASSIGNS

All representations, covenants, and warranties set forth in this Agreement by, on behalf of, or for the benefit of any or all of the Parties hereto shall be binding upon and inure to the benefit of such Party, its successors and assigns.

29. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of this Agreement and Exhibits A-C, inclusive, shall take precedence over those contained in the Consultant's proposals. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or District, unless expressly agreed to in writing.

30. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

31. SECTION HEADINGS

The headings of the several sections, and any table of contents or exhibits appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

32. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

Consultant
Eagle Aerial Solutions

By: _____
(Signature)

(Typed Name)

(Title)

NIPOMO COMMUNITY SERVICES DISTRICT
A California special District

Mario Iglesias, General Manager

APPROVED AS TO FORM:

Craig A. Steele, District Counsel

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Consultant's Proposal

EXHIBIT A

SCOPE OF WORK

1. OBJECTIVE

This Scope of Work ("SOW") is intended to provide a general understanding and document the initial planning efforts by and between Eagle Aerial ("Consultant") and Nipomo Community Services District ("District") necessary to facilitate a functional WaterView system to the degree proposed by WaterView.

In general, this SOW shall be used to reach a satisfactory level of mutual agreement between Consultant and District with respect to the objectives and requirements of the Project. Exhibit D of this Agreement provides greater detail to the depth of the work Eagle Aerial Solutions will complete.

The parties hereto acknowledge and agree the SOW may adjust as necessary without formal Change Order to accommodate changes in the project which do not impact the overall Project cost or timeline. Any significant change(s) to the SOW that would otherwise cause a change in the Project cost or timeline shall be executed upon written change order, pursuant to Section 6 of the Professional Services Agreement, duly signed by an authorized representative of each party.

2. General Responsibilities

a. Consultant Responsibilities

- i. Provide all parts, materials, and labor necessary to supply and install the planned WaterView infrastructure as proposed in Consultant's proposal, attached hereto as Exhibit D and incorporated herein by this reference.
- ii. Designate a primary point of contact to oversee the project deployment.
- iii. Coordinate kickoff meeting with core project personnel to review the project plan, deliverables, and timeline.
- iv. Develop a project plan and timeline to use as general guidelines for all project deliverables.
- v. Coordinate deliverables with suppliers and subcontractors to ensure project is executed timely.
- vi. Manage the installation, setup and configuration of software as needed.

b. District Responsibilities

- i. Appoint a primary point of contact to coordinate with Consultant throughout the overall delivery of the solution described herein.
- ii. Designate any additional District personnel who will be available to participate throughout the project.

- iii. Establish a communication and activity plan with reporting requirements during project deployment.

3. Project Close-Out

- a. Consultant and District will prepare punch-list items to complete prior to Project Close-Out if appropriate.

4. Assumptions and Clarifications

- a. Unless expressly specified herein, no deliverables herein shall be assumed or interpreted as "all inclusive". Additional parts, materials, or labor not previously agreed upon will be quoted at current market values or cost plus fifteen percent (15%) and include all applicable sales taxes and made effective upon duly authorized Change Order.
- b. This Scope of Work is limited to the parts, materials, and labor necessary to supply and install the working version of the planned WaterView infrastructure as proposed in Consultant's proposal, attached hereto as Exhibit D and incorporated herein by this reference. Consultant will not be responsible for any expansion of service area, or additional infrastructure. Any request for additional modules, further system enhancements, integrations or ongoing management/maintenance of the system, will be priced accordingly at current market values at the time of request, subject to a duly-authorized Change Order approved by the District.

Exhibit B - Pricing

Annual Subscription Costs Breakdown with WaterView C11 Module (Residential + CII Module)

Number of Total Connections: 4,700

Annual Subscription Base Costs (Residential Only)

Annual Subscription Cost (WaterView base (Residential))	\$14,144
CalWEP Member Discount	(\$1,414)
Total Discounted Annual Cost (WaterView base (Residential))	\$12,370

Annual Subscription Base Costs with Waterview C11 Module (Residential + CII Module) in Years 2 & 3.

	Year 1 (Res. Only)	Year 2 (Res. + CII)	Year 3 (Res. + CII)
	<i>[CalWEP Discount Applied]</i>	<i>[CalWEP Discount Applied]</i>	<i>[CalWEP Discount Applied]</i>
WaterView base (Res.)	\$12,370	\$12,370	\$12,370
WaterView CII Module	N/A	\$3,539	\$3,539
Total	\$12,370	\$15,909	\$15,909

CII Roadmap Analysis, LUCD Mapping + CII DIM Premise Delineation

Task			Cost
1	CII Roadmap Meter Analysis (one-time fee)	DIM + MUM CII Meters	\$5,500
2	LUCD Classification for CII Parcels (one-time fee)	ALL CII +MFR Parcels	\$22,500
3	CII DIM Premise Delineation (one-time fee)	Based on 107 DIMS (NCSD Provided #)	\$25,500
4	UWUO Reporting Support	Res + CII (according to work by 1/1/2024	\$1,500
	Price NOT TO EXCEED		\$55,000

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's defense and indemnification obligations to District, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement. Insurance certificates and endorsements must be approved by General Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the General Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers. Consultant hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Consultant shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

CONSULTANT'S PROPOSAL

Exhibit D



Exhibit D - Annual Subscription with WaterView CII Module

Eagle Aerial Solutions together with CalWEP, has custom designed and developed WaterView™, to help water professionals meet the efficiency and allocation requirements established under the new long term California water conservation legislation, SB606 & AB1668. EAS proposes the implementation of WaterView™ as a critical SaaS tool that helps prepare and maintain regulatory compliance under the new state standards.

Annual Subscription:

WaterView™ is an annual subscription, Software as a Service (SaaS). All CalWEP members will receive the CalWEP discount for the lifetime of their WV subscription. The CalWEP discount will be applied to the subscription cost every year the water district is a member of CalWEP.

WaterView™ will:

- Analyze total water allocation for the water agency's entire residential service area and at an individual residential parcel level, in compliance with new state standards.
- Spot water use trends, track and manage over allocation users within each district.
- Identify targeted land classification types, like high turf areas, for effective rebating.
- Aid in upcoming legislative reporting requirements.
- Continually calculate water use efficiency (per the state standards) across the residential service area and at a customer/parcel level.
- Host high resolution aerial imagery and the ACTUAL imagery used in DWR's LAM analysis for the subscribers to access anytime.
- Import and calculate daily ET readings.
- Supply detailed demographic data for more accurate indoor water use efficiency measurements and water use analytics.
- Provide various GIS tools along with sophisticated data mining and multi-level querying functions.

Subscribing Agencies will:

Be required to provide meter location and water use data to be imported into the WaterView™ portal. A Unique ID (UID) for the meter location must be used to tie the usage data to the meter address. Names do not need provided, unless your district would like to do direct mailings for outreach to target certain customers for incentives to become more efficient.

WaterView™ CII Module (in addition to base WV functions) will:

- Host the Land Use Classification Data (LUCD) mapped product and the delineated DIM premise areas custom created for the City of Nipomo
- Calculate CII DIM allocations based on current DWR & SWRCB recommended legislative standards
- Provide a suite of data mining tools used to create custom water use and landscape analytics
- Aid in upcoming reporting CII requirements

Technical Support & Project Management

Technical support will be provided through the duration of the contract. Software training will be done by a series of onboarding virtual meetings. Your agency will be assigned a Customer Success Advocate that will provide any additional training(s) or account customization via virtual meeting platforms and screen sharing throughout the life of the WaterView™ subscription.



Security of the WaterView™ Platform:

Eagle Aerial Solutions developed the WaterView™ portal in partnership with LightBox, a pioneer in online mapping technology with over 20 years of experience serving large enterprises, government customers, and top brands in various industries. Eagle and LightBox prioritize security as an ongoing commitment, investing and continually improving in this area. They have chosen SOC2 and ISO 27001 as their standards framework and guidelines, although they are not yet certified.

LightBox uses advanced technology for security measures, including Secure Sockets Layer encryption for login and authentication. Other security measures are transparent to the end user. The in-house security infrastructure comprises high-quality equipment from industry leaders, along with several geographically distributed, fully staffed and monitored datacenters.

In addition to these measures, LightBox uses three different monitoring services to ensure they meet their service level agreements. They limit access to production infrastructure and customer data following best practices. They also conduct yearly audits and penetration tests with a third-party security vendor to ensure adherence to industry standards and to identify potential vulnerabilities.

Additional information can be obtained upon request.

Sole Source Justification for WaterView™:

WATERVIEW: Compliance software for SB 606 & AB 1668 “Water Efficiency as a way of Life”

WaterView™ is a software specifically developed to comply with the State of California water conservation legislation. It has been developed over the last three years by Eagle Aerial Solutions. The LAM (Landscape Area Measurement) data that DWR released to all the urban water suppliers statewide in early 2021 is a foundational piece of the legislation. The LAM data was produced for the California Department of Water Resources (DWR) by the Eagle Aerial/NV5 team. WaterView™ integrates the LAM data and several other critical pieces of data in ways that support supplier compliance with state mandated water efficiency standards. Below is a description of the WaterView™ product and several points of unique capabilities and value that we believe justify an acquisition on a sole source basis.

WaterView™ Functionality:

Eagle Aerial Solutions has developed WaterView™, a web-based water efficiency software, in an exclusive partnership with the California Water Efficiency Partnership. WaterView™ is designed to assist suppliers in meeting the water efficiency goals that will be mandated by new state legislation (SB606 and AB1668), thereby avoiding significant fines that will be imposed upon urban suppliers that exceed their allocation.

In order to achieve these goals, a purveyor needs to understand and track its progress in meeting the state’s allocation requirements. And in order to attain the required supplier level efficiency, it needs to understand and manage the efficiency of its residential customers and, as mandates are developed, its CII customers. WaterView™ has been developed to do just that.

The WaterView™ software has been designed with input from many California water suppliers to provide ACCURATE data in compliance with state requirements, integrate a variety of existing district specific data sets and facilitate effective retail customer efficiency campaigns and communication. It will additionally give insight into a





water suppliers individual customers and groups of customers that allows a supplier to be proactive and help manage its water supply and the efficiency of its customers.

WaterView™ provides an easy-to-use, GIS-based mapping solution that incorporates imagery data, demographic data to assess indoor water use, ET data, district water use data, and the LAM data from DWR-generated accurate irrigated vegetation data. **It is the only software solution designed specifically to integrate all of this data AND provide detailed and accurate data analytics essential to attain efficiency objectives.** Its tools allow a wide range of up to date and historical performance analyses from the district level all the way down to the individual parcel level. The data can be used to track performance in a variety of ways, measure the efficiency of water conservation efforts and communicate directly with customers about their water efficiency trends. It even allows for comparisons of efficiency among similarly situated customers to encourage conservation by “social norming”.

Unique WaterView™ Capabilities and Value:

WaterView™ is the only software that fully mirrors the requirements of SB606 & AB1668. It combines multiple data sets (daily local ET readings, parcel data, demographic data, irrigated landscape square footage, household size, etc.) to allow precise, targeted conservation efforts at the district, group and customer level. These targeted efficiency assessments and outreach capabilities will lead to more effective conservation campaigns while saving money over untargeted, large-scale outreach efforts.

WaterView™ is the only source for mapped turf grass across the whole service area: No other software has this data. This data was generated as a proprietary by-product of the LAM project and is only available to WaterView™ subscribers.

Turf is the most water intensive vegetation in the service area. Access to location-based data about turf allows a purveyor to save significant money and time by allowing conservation teams to target customers with the largest amount of turf, thereby reducing the cost of outreach efforts and rebate programs. This saves substantial amounts of money and resources used in outreach efforts. By identifying and targeting, for example, the largest turf-containing parcels constituting 20 percent of the customers, a purveyor might be able to address a majority of the turf in the district. This reduces mailing costs substantially, reduces the number of customers and transactions, and reduced the amount of staff time needed to accomplish district-wide targeted turf reduction goals.

Unique Support and Consulting Capabilities:

As part of the team that compiled the statewide LAM data for DWR, Eagle has become intimately familiar the issues related to data problems, clean up, enhancement and the like. No other company has been as deeply involved in data management issues related to DWR’s irrigated vegetation process. We and our partner company, NV5, have alone been the ones involved in learning to understand and solve these issues.

Because of this, Eagle Aerial is able to assist suppliers with problems that often occur with the underlying data that is required in order to conduct the efficiency analyses. For example, land use designations from assessors can be incorrect or might be missing data, requiring analytic processes to address the issue. This incorrect or missing data can lead to your jurisdiction receiving a lower allocation of water from the state. Multi-family metering and related parcel information problems require special approaches to assure DWR required data accuracy at the overall supplier and parcel level. These problems, if not addressed, not only can add to the inaccuracy of the efficiency assessments, they can lead to suppliers receiving a reduced allocation from the state. WaterView™ is specifically designed to assist in improving the land use, parcel data and related geographic issues so minimize these problems.





The water conservation legislation is evolving over the next several years. Staying in compliance with these changing laws is challenging and requires attending all the DWR meetings and changing the software as DWR revises the requirements. Eagle Aerial is 100% committed to attending these meetings and updating the WaterView™ as DWR clarifies the legislation.



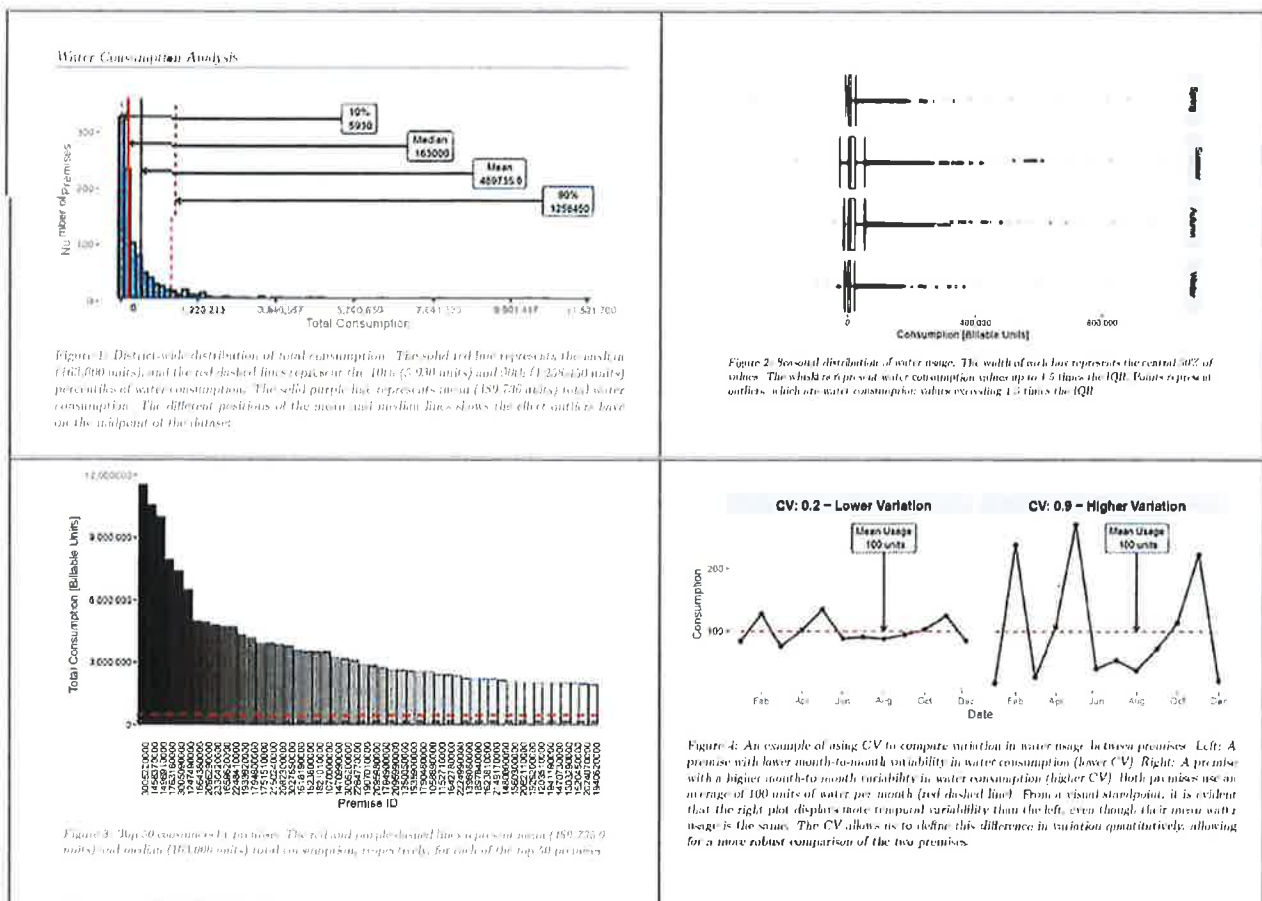


Task 1 - CII Roadmap Initial Analysis

The CII Roadmap to Compliance has been designed to support water agencies in their SB606 & AB1668 compliance efforts specifically focusing on the CII sector. With multiple data requirements in the CII standards, the EAS/NVS team has determined that an initial analysis of the CII parcels is a vital first step in setting up a water supplier's path to compliance. This initial analysis takes a deeper look into the water suppliers water consumption and meter data to determine the number of Dedicated Irrigation Meter (DIM) premises present in the district. The analysis will also be able to identify Mixed Use Meters (MUMs) that meet the established irrigation threshold and will eventually need to be converted to DIMs or have an In-Lieu technology implemented based on the state regulations. This initial analysis is a necessary precursor for the DIM (LUCD) mapping and MUM assessment as it will provide a quantification of the costs associated with the subsequent steps

The initial CII analysis will provide the following information:

- Analysis of dedicated meters that result in estimated number of premises, ranked consumption per premise, trends of water use and an estimate of the cost needed to complete mapping of the high-resolution irrigated landscape mapping (LUCD, See Appendix A for classification scheme) served by DIM premises. The information produced will quantify the costs for Phases 2.
- Example graphics from the report are shown in the table below



Data required





- Water Consumption data (one year duration is best) – at a per meter level
- Customer name (and link to meter data)
- Meter type (irrigation, mixed use, etc)
- Meter IDs
- Meter locations (service address)

Reports will be provided within a month of receiving the appropriate data from Indian Wells Valley Water District.





Task 2 – Land Use Classification Data (LUCD) for CII + MFR Parcels

Summary

Eagle Aerial Solutions will work with The City of Nipomo to determine accurate irrigated area of all CII and MFR parcels within the City of Nipomo's service area to map to the turf grass enhanced Land Use Classification Dataset (LUCD). This total square miles of mapped area is TBD.

Datasets will be developed from 2020 1' 4 band summer imagery provided by Eagle Aerial Solutions. The mapped landscape areas associated with this project will achieve an overall accuracy of 95% with a per class positive predictive accuracy of 90% or higher at a 95% confidence interval. The mapped accuracy will be assessed by independent randomly sampled checkpoints across the project(s) extent(s).

Area of Interest



Geographic Extents

The geographic area addressed in this Statement of Work (SOW) all CII and MFR parcels within the City of Nipomo's service area. This extent will be derived from the 2018 Cal DWR LAM dataset provided to the city by DWR. Once the city has approved the geographic extents to be included in the mapping footprint. There will be no adjustment of AOI boundaries or parcel boundaries.

If any refinement of the boundary is necessary (i.e. additions of newly developed parcels), additional area can be added to the scope of work on a price per square mile (mi²) basis.

The City of Nipomo's project manager will work closely with the EAS project manager to ensure that all relevant information is made available at the onset of the project. Timelines and delivery schedules will be adjusted to account for late or incomplete transfer of data to the production team.



Classification Scheme

The modified turfgrass specific LUCD classification schema is shown below:

LUCD Canopy Priority Classification System		
Level 1	Level 2	Irrigation Status
1. Impervious	Impervious	Not Irrigable
2. Pools	Swimming pools/man made water features	Irrigated
3. Irrigated	3.1.1 Turf grass	Irrigated
	3.1.2 Other vegetated ground cover	
	3.2 Canopy 3.3 Bare	Irrigated
4. Irrigable not irrigated	4.1.1 Turf grass	Irrigable not irrigated
	4.1.2 Other vegetated ground cover	Irrigable not irrigated
	4.2 Canopy 4.3 Bare	Irrigable not irrigated
5. Non irrigated vegetation	Undeveloped for the purposes of irrigation	Not Irrigable
6. Undeveloped lands	Undeveloped Lands	Not Irrigable
7. Horse Corrals	Horse Corrals	Irrigated
8. Open Water	Other open natural water (rivers/ponds)	Not Irrigable
9. Artificial Turf	Artificial Turf	Not Irrigable
10. Agricultural Land	Agricultural Land (0.25 acre mmu)	Irrigated



The LUCD classification scheme matches the definitions developed for the California Department of Water Resources (DWR) Program. The classification system is a “canopy priority” and classifies landscape area using a top down approach. If the canopy of a tree extends over a roof top or out over the roadway, the entire extent of that canopy will be considered canopy and receive the appropriate irrigation status based on the land use. Each class has a unique irrigation status associated:

- Irrigated: areas that are presumed to be irrigated at the time the imagery was collected



- Irrigable not irrigated: areas that show high potential of being irrigated at one time, but are presumed to not be currently irrigated, based on the imagery used to conduct the analysis
- The Minimum Mapping Unit (MMU) used for capturing features and accuracy assessment from the imagery is 64 square feet. The classification data will be summarized to the client provided parcel location data if desired.

Accuracy Assessment

EAS/NV5 will map the classification dataset to an overall accuracy of 95%. To ensure this accuracy level is met, an assessment will be performed through independent interpretation of check points distributed throughout the service areas. Checkpoint distribution will be stratified by Level 2 LUCD classes (defined in the table above) as well as geography. A minimum of 25 checkpoints per square mile will be randomly distributed across the sites in addition, 25 sites will be allocated to specific land use classes not sufficiently represented by the randomly distributed points. Photo interpreters will independently classify each checkpoint with the outline of the classified product, but with no information of the mapped class. Each classified point will be interpreted and evaluated to an appropriate classification of both land cover and land use within the context of the overall line work associated with the mapped classification. A confusion matrix will be developed to assess user and producer accuracies for each class as well as the overall accuracy across classes. Overall accuracy will meet or exceed 95%, with individual per-class user accuracies at 90% or better at a 95% confidence interval.



Deliverables

- Esri compatible feature class or shapefile with mapped irrigated land use Level 2 LUCD classes and irrigation status mapped from an imagery base dataset over the selected AOI.
 - Shapefile to be loaded into the City of Nipomo's WaterView™ account
- Esri compatible feature class or shapefile with parcels summarized by irrigated land use Level 2 LUCD and irrigation status over the selected AOI.
 - Shapefile to be loaded into the City of Nipomo's WaterView™ account
- Report and metadata with accuracy assessment



Task 3 – DIM Irrigated Premise Delineation

For the DIMs the EAS/NV5G team has developed the below process that will be performed for the City of Nipomo:

1. Sort, clean and identify the DIMs from the database
2. Confirm selection with client district & review preliminary DIM premise boundaries
3. Review premise delineation with client districts
4. Summarize premise area with the irrigated landscape mapping database

A premise is an area that is owned by one customer that has meters that serve adjacent areas. This is shown in the graphic below where there are three premises with multiple meters each.



Grouping meters into premises based on location and customer name.

Meter ID	Customer Name	Meter Service Address
01-012	CITY OF XX	1452 IOWA AVE
01-000	CITY OF XX	1422 IOWA AVE
01-202	CITY OF XX	1500 IOWA AVE
01-222	CITY OF XX PARKS AND REC	1486 COLUMBIA AVE
01-876	ABC PROPERTIES	1450 IOWA AVE
01-666	ABC PROPERTIES	1420 IOWA AVE
01-340	CITY OF XX PARKS AND REC	1375 MARLBOROUGH AVE

The delineation of the boundary for the DIM premise will be performed with an interpretive approach that uses the teams NV5/EAS team's extensive remote sensing experience to assign DIMs to premises and photointerpretation of the imagery and ancillary data to delineate an irrigation boundary. If the required accuracy cannot be met with this approach, the water agencies have the option to send a field crew to out to perform an onsite visit by way of the agency's internal resources or request the NV5/EAS field team to perform an onsite visit.



WaterView™, CII Roadmap Agreement, LUCD, and DIM Delineation for the City of Nipomo

June 8th, 2023

City of Nipomo

WEB APPLICATION SUBSCRIPTION TERMS AND CONDITIONS

By executing these Web Application Terms and Conditions and exhibits attached hereto (this "Agreement"), "You" agree that the Agreement terms govern Your subscription to and use of Eagle Aerial Solution's ("EAGLE") WaterView Web Application and Content. If You are entering into this Agreement on behalf of a water district or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the Web Application or Content.

DEFINITIONS

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Web Application Subscription Terms and Conditions.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Eagle or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third- party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" or "Agency" means the city, water agency or other legal entity for which you are accepting this Agreement, and Affiliates of that entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.





WEB APPLICATION, CONTENT, AND USAGE

Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement with a 6 seat/user license, (b) provide support for the Web Application to You pursuant to this Agreement. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and is subject to any specified usage limits, including, for example, the number of Users and the geographic coverage areas, if any, specified herein. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, (i) use the Web Application for marketing or telemarketing purposes; or (j) access the Web Application in order to build or enhance a competitive product or service.

Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

FEES, PAYMENT AND TERM

Fees and Payment. You will pay all fees specified herein plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated herein, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) invoiced charges are due net 60 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You





payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

Term of Agreement. This Agreement will continue for the period defined herein ("Initial Term"). Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked. If, under any express rights you may have elsewhere in this Agreement, You elect to terminate either the Initial Term or any Renewal Term for a reason other than the material breach of this Agreement by Us, You may do so upon written notice to Us of the election to do so and the concurrent payment to Us of a termination fee, which will be equal to one-half (50%) of any fees that have not yet been paid to Us, as of the date of such election to terminate, for the remaining term of the as yet unexpired Initial Term or Renewal Term, as applicable.

DELIVERY OF WATER USAGE AND RELATED DATA; COMMENCEMENT OF CONTRACT

Delivery of Water Usage and Related Data; Commencement of Contract. As soon as a reasonably possible, You shall deliver to Us current residential customer water use data for all water customers within Agency. This delivery of data shall be made no later than twenty-one (21) days after execution of this license (the "Required Delivery Date"). We will then seek to load such data into the WaterView portal as soon as reasonably possible. This process might require corrections, standardizations and re-arrangement of the data by Us in order for it to be in the form required by the Web Application. You understand that some data may be in a form or condition that cannot be adequately corrected, standardized or re-arranged in order to use in the Web Application. The commencement date of the subscription term of this Agreement shall be on the date that We have loaded all of the water use data that can be adequately corrected, standardized or re-arranged into the Web Application to allow You to begin making use of it (the "Operational Date"), provided, however, that if You have delivered the initial set of water use data to Us later than the Required Delivery Date, the start date of this subscription term shall be the date that is the number of days prior to the Operational Date that such data delivery was delayed beyond the Required Delivery Date.

PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

Delivery of Data at End of Term. If the You decide to not continue with the Web Application at any time, the data that does not involve special licensing (example: imagery, demographics, etc) can be exported by you out of WaterView. Once this Agreement is terminated, access to the Web Application and all its functionality will be terminated.





CONFIDENTIALITY

Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information.

REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF EAGLE IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF EAGLE AS SET FORTH HEREIN.

NEITHER WE NOR ANY THIRD-PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY COMMUNICATIONS SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD-PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

Commercial General Liability Insurance

We shall procure and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement from an insurance company authorized to transact the business of insurance in the State of California.

The amounts of insurance coverages shall not be less than the following:

\$1,000,000/Occurrence; \$2,000,000/Aggregate, Bodily Injury, Property Damage - General Liability.

\$1,000,000 Workers Compensation and Employer's Liability.

\$1,000,000 in Umbrella Coverage.





ADDITIONAL PROVISIONS

Binding Effect. This Agreement is binding upon any authorized successor or assignee.

Entire Understanding. This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

Governing Law and Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Tulare County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Tulare County, California.

Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

EXHIBITS

Exhibit "A", "B", "C" and "D" are attached here to constitute a portion of this Agreement.



JULY 26, 2023

ITEM E-2

ATTACHMENT B

Fast Facts on the



Water Conservation Legislation

In 2018, two laws were passed that built on California's ongoing efforts to make water conservation a way of life. They emphasized efficiency and stretching water supplies in cities and farms. Here are some fast facts about the 2018 Making Water Conservation A Way of Life laws:

Do the 2018 water conservation laws set limits on personal water use?

No. These laws establish mandates for water budget planning and efficiency objectives for water suppliers, not individuals, homeowners, or businesses.

Will residents be fined \$1,000 for using more than 55 gallons of water per person, per day?

No. The laws do not establish any water use fines on customers, nor do they impose fines on individuals.

Do I have to choose between showering or doing laundry on the same day?

No. You are still encouraged to shower and wash your clothes in the Golden State, and even to wash children, pets and dishes. Though there are some easy ways you can take part in making conservation a way of life when using water at home – check out some water saving tips and tricks at: saveourwater.com

Senate Bill 606 (Hertzberg) and **Assembly Bill 1668** (Friedman) serve as a roadmap for Californians to plan for dry conditions, and to work together for clean, reliable water supplies now and in the future.

In addition to water conservation targets, the bills outline certain roles and actions to be carried out by the California Department of Water Resources, the **State Water Resources Control Board** (State Water Board), and water suppliers. Future milestones include:

- Beginning in November 2023, urban water suppliers will annually calculate a water efficiency standard based on the indoor and outdoor water needs of its service area.
- The indoor water use standard is one of several metrics used to calculate the overall efficiency standard for a service area. The laws establish a standard of 55 gallons per person per day until January 2025, and then to 50 gallons per person per day in 2030. However, those targets are aggregated across the population in a service area and are not intended as enforceable standards for individuals.
- The State Water Board may initiate enforcement actions in 2025 against urban water suppliers if they fail to meet the standards. The standards are scheduled to go into effect in 2023.

More information on these laws and making water conservation a way of life can be found at: water.ca.gov/Programs/Water-Use-And-Efficiency

JULY 26, 2023

ITEM E-2

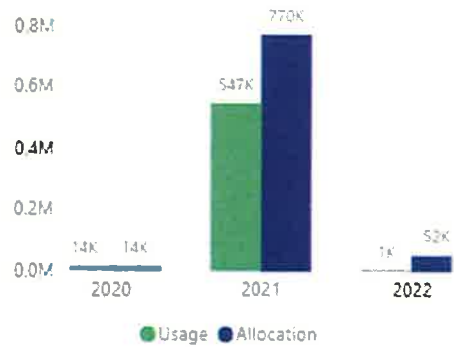
ATTACHMENT C



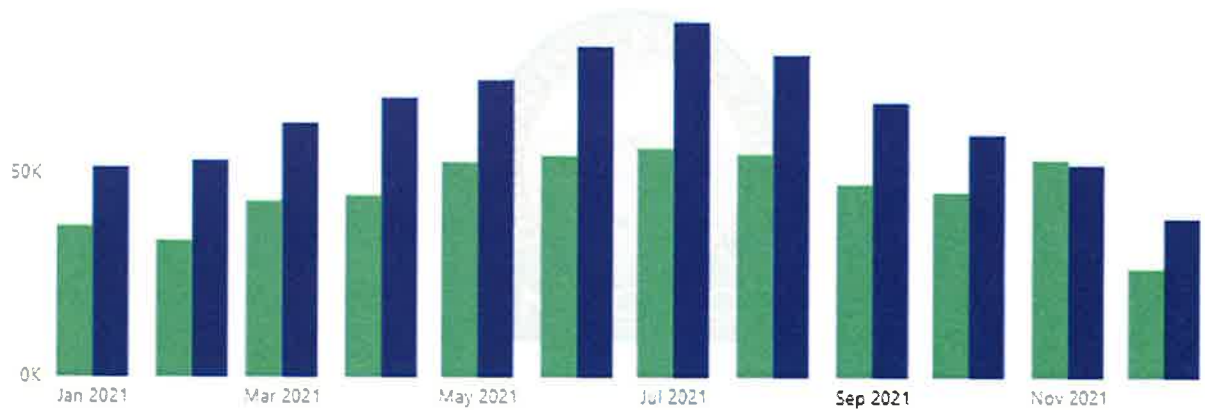
Nipomo Water Efficiency Dashboard



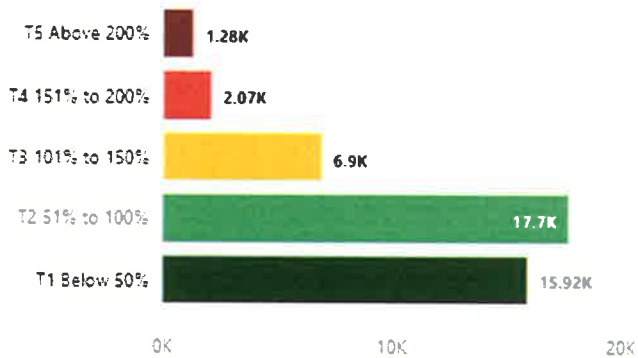
Allocation and Usage YOY



● Usage ● Allocation
100K



Efficiency Tiers



1/1/2021 12/31/2021



Avg Usage 12.48 Avg Allocation 17.56 Allocation % 71.06%

1/1/2021 12/31/2021

APN	Address	Avg Usage	Avg Allocation	Usage/Allocation %
092-	OIS Ln	45.37	9.91	457.85%
092-	IRANDE Ave	541.22	121.94	443.83%
091-	HETRICK Ave	82.15	18.67	439.90%
091-	HUNTER RIDGE Ln	84.66	20.95	404.01%
092-	MESA Rd	33.41	8.33	400.93%
091-	HETRICK Ave	48.02	12.35	388.75%
091-	POMEROY Rd	122.37	33.63	363.86%
092-	UNO Ct	40.35	11.22	359.56%
092-	INO SOLO Ct	39.10	11.39	343.35%
091-	ALMER St	35.46	10.75	329.93%
090-	DANA St	26.70	8.26	323.15%
092-	OAK GLEN Ave	110.23	34.97	315.26%

Average Allocation % Trend Line



Efficiency Tier

- T1 Below 50%
- T2 51% to 100%
- T3 101% to 150%
- T4 151% to 200%
- T5 Above 200%

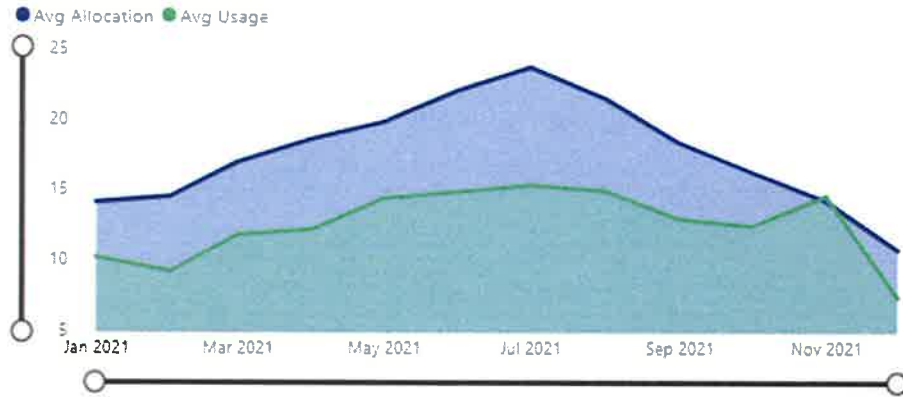
Search by Address

Search

-
-
-
-
-
-

3444

4





ANALYTICS | Totals

Total Usage
547.36K

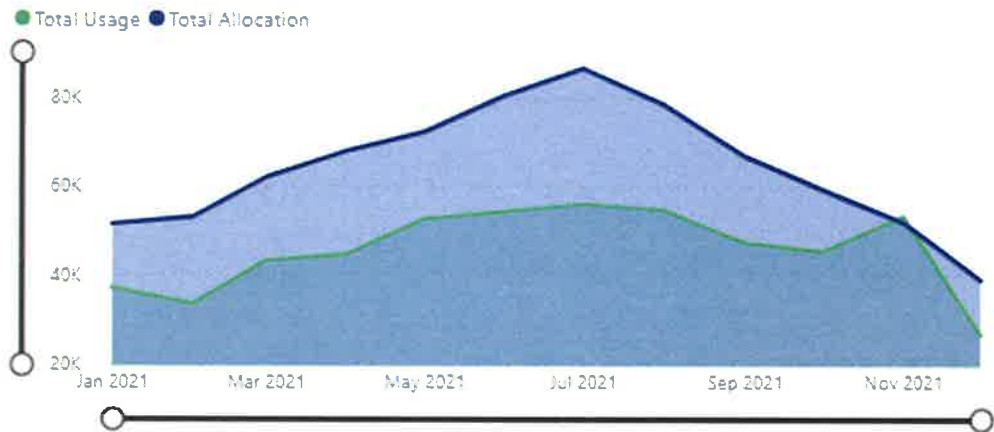
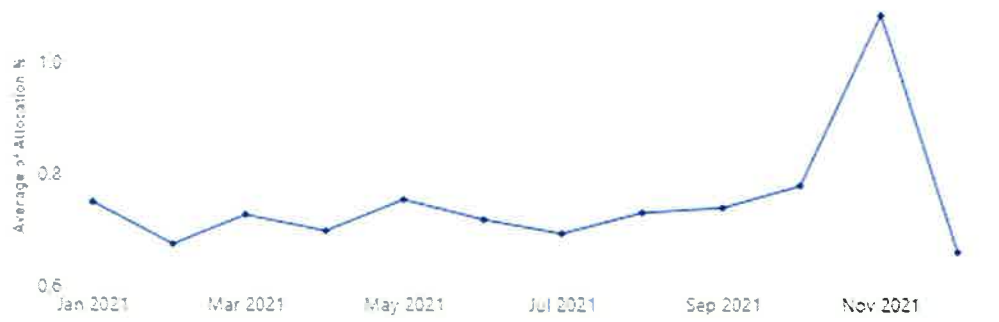
Total Allocation
770.23K

Allocation %
71.06%

APN	Address	Avg Usage	Avg Allocation	Usage/Allocation %
092-	LOIS Ln	45.37	9.91	457.85%
092-	GRANDE Ave	541.22	121.94	443.83%
091-	7 HETRICK Ave	82.15	18.67	439.90%
091-	HUNTER RIDGE Ln	84.66	20.95	404.01%
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092-271-001	312 S OAK GLEN Ave	110.23	34.97	315.26%

1/1/2021 12/31/2021

Average Allocation % Trend Line



Efficiency Tier

- T1 Below 50%
- T2 51% to 100%
- T3 101% to 150%
- T4 151% to 200%
- T5 Above 200%

Search by Address

Search

- BENNETT St Nipomo CA 93444
- VINTAGE St Nipomo CA 93444
- SUNDAY Dr Nipomo CA 93444
- WAILEA Way Nipomo CA 93444
- 1002 WAILEA Way Nipomo CA 93444

Avg Usage
33.41

Avg Allocation
8.33

Allocation %
400.93%

APN	Address	Avg Usage	Avg Allocation	Usage/Allocation %
01	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
02	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
03	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
04	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
09	S MESA Rd	33.41	8.33	400.93%
10	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
11	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
12	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
13	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
14	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
15	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
16	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
17	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
18	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
19	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
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21	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
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26	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
27	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
28	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
29	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%
30	1007 WAILEA Way Nipomo CA 93444	24.07	5.87	409.88%

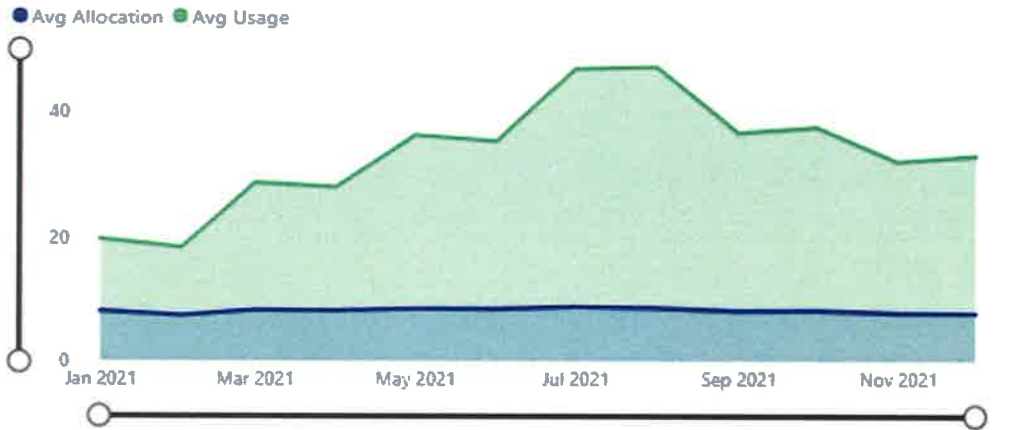
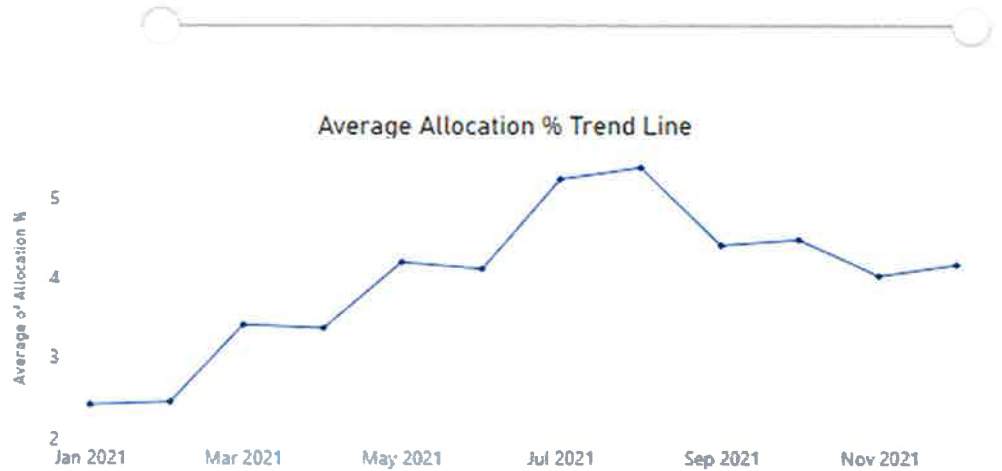
Efficiency Tier

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Search by Address

-
- BENNETT St Nipomo CA 93444
 - VINTAGE St Nipomo CA 93444
 - SUNDAY Dr Nipomo CA 93444
 - WAILEA Way Nipomo CA 93444
 - 1007 WAILEA Way Nipomo CA 93444

1/1/2021 12/31/2021



Home screen with Dashboard and Service Area

Find a location

Search Layers List Draw Quick Measure Advanced Measure Export Image Print Bookmarks Reports Dashboards Water Data Help

Month: February 2022 Units: CCF

Water District Usage

Category	Value
Current Allocation	43,290.07
Current Usage	43,290.07

Percent Allocation

73.68%

Historic Water Usage

Month	Allocation	Usage
Jan	~10,000	~8,000
Feb	~12,000	~9,000
Mar	~15,000	~11,000

Residential Service Area Customers

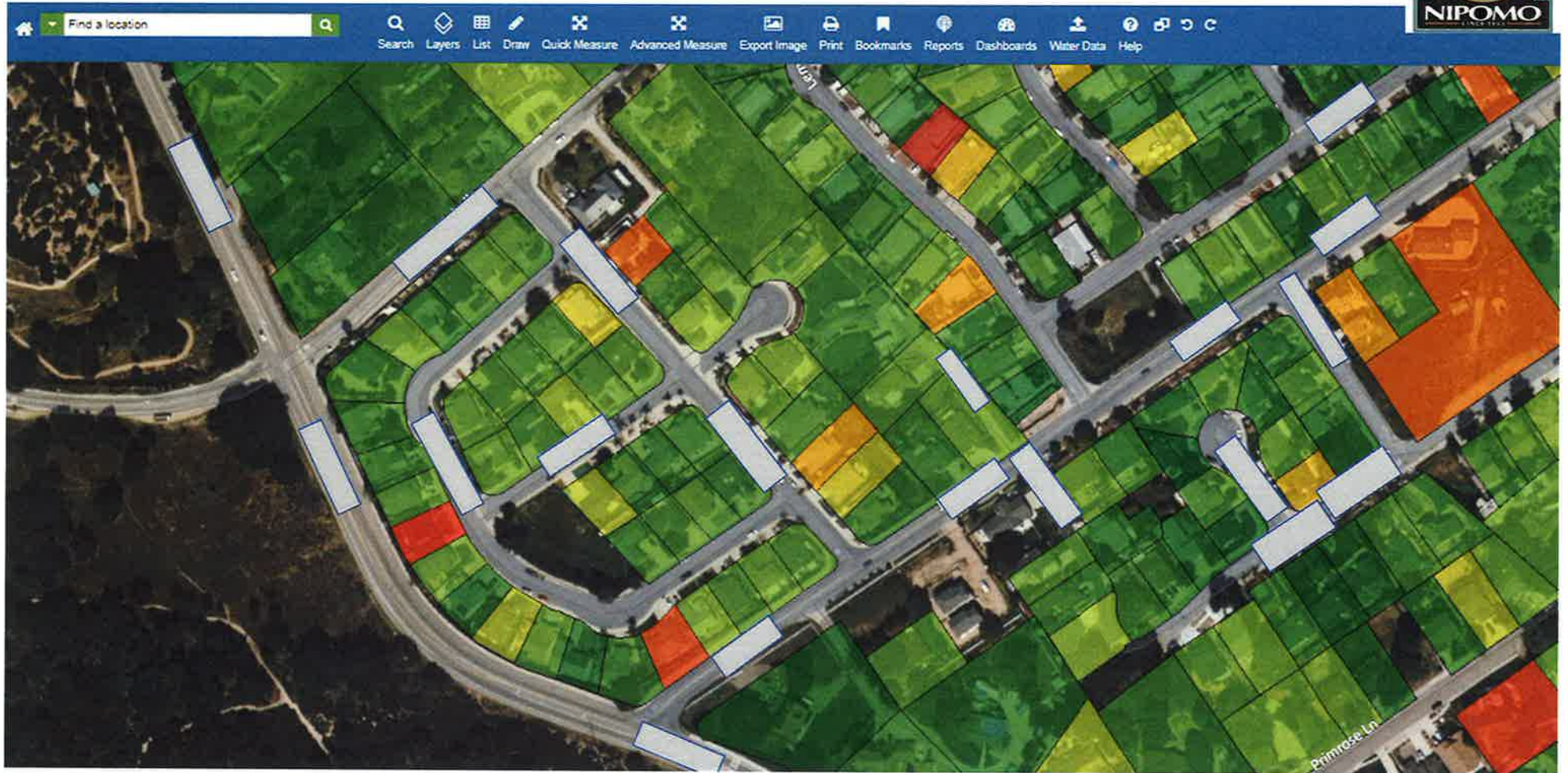
Usage Category	Percentage
Above 200%	~5%
151% to 200%	~10%
101% to 150%	~25%
51% to 100%	~45%
Below 50%	~15%

March not complete until we load new data

Lat: 34.96627 Lon: -120.54103



Color coded interactive map to show under/over allocation





Meters matched to Parcels



Find a location

Search Layers List Draw Quick Measure Advanced Measure Export Image Print Bookmarks Reports Dashboards Water Data Help

Layers

- Current % of Allocation
- ET Areas
- Sites
- WD Boundary
- Meters
- (II) Irrigable Irrigated Area
- Total II + INI Area
- (NI) Not Irrigable Area
- Usage

Save Open
Change Settings More Layers

Microsoft Bing Lat: 35.03328 Lon: -120.49702

© Maxell Imaging © 2022 TomTom © 2022 Microsoft Corporation Terms



374 customers over Allocation (>100%)



Find a location

Search Layers List Draw Quick Measure Advanced Measure Export Image Print Bookmarks Reports Dashboards Water Data Help

Include Area Exclude Area Usage & Allocation Property Attributes Irigable Irigated Demographics Apply Filter

374 Customers using 9,837 CCF's in last billing cycle (Approx 25% of total water)

374 Visible Search Results Styler Add To List

Blacklake Woodlands Nipomo

Lat: 35.02015 Lon: -120.56044

Current Percent Allocation (374 Records)

Options	#	Parcel	USAGE	ALLOCATION	CONSERVATION SCORE	ACREAGE	LAND SQFT	BUILDING SQFT	UNITS NUMBER	LANDUSE DESC	Build Median Year	Household Med
▼	1	100660192_15381723	45.53125	45.1737083975304	1.00791481627594	11.35	494406	1232	1	RESIDENTIAL (NEC)	1945	70225
▼	2	100660192_15381770	9.6875	8.63509962117402	1.12187472351163	9.5	413820	1708	1	MOBILE HOME LOT	1984	70225
▼	3	100660192_15381784	23.25	22.6279257918352	1.02749143752227	5	217800	2414	1	SFR	1985	70225
▼	4	100660192_15381785	23.25	13.0415067845516	1.78276945939567	2.98	129808	2052	1	SFR	1979	70225
▼	5	100660192_15381798	29.0625	15.4171770895127	1.88507272318804	6.5	283140	2793	1	RESIDENTIAL (NEC)	1991	70225
▼	6	100660192_15382444	11.625	10.8984677581543	1.06666370520775	0.11	4775	2039	1	SFR	1994	82407
▼	7	100660192_15382450	11.625	9.45976423465329	1.22888897774164	0.13	5490	2255	1	SFR	1994	82407



89 customers over 150% of Allocation



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89 Visible Search Results

Styler

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Lat: 35.0002 Lon: -120.6418

Heat Map 123

Options	#	Parcel	USAGE	ALLOCATION	CONSERVATION SCORE	ACREAGE	LAND SQFT	BUILDING SQFT	UNITS NUMBER	LANDUSE DESC	Build Median Year	Household Med
▼	1	100660192_15381785	23.25	13.0415067845516	1.78276945939567	2.98	129808	2052	1	SFR	1979	70225
▼	2	100660192_15381798	29.0625	15.4171770895127	1.88507272318804	6.5	283140	2793	1	RESIDENTIAL (NEC)	1991	70225
▼	3	100660192_15382615	14.53125	8.38855996710848	1.7322699077049	0.1	4498	1867	1	SFR	1991	82407
▼	4	100660192_15383583	89.125	31.2964911388938	2.84776333565521	5.25	228690	3058	1	SFR	2007	82407
▼	5	100660192_15383704	22.28125	12.0224036485757	1.85331075642596	0.17	7200	2136	1	SFR	1987	82407
▼	6	100660192_15383726	21.3125	12.7629616810407	1.66987103249394	0.18	7650	1603	1	SFR	1987	82407
▼	7	100660192_15383757	29.0625	17.3542972992939	1.67465726204786	0.19	8100	1684	1	SFR	1987	82407



32 customers over 200% of Allocation



Find a location

Search Layers List Draw Quick Measure Advanced Measure Export Image Print Bookmarks Reports Dashboards Water Data Help

Include Area Exclude Area Usage & Allocation Property Attributes Irrigable Irrigated Demographics Apply Filter

32 Visible Search Results
Styler
Add To List

Callender Blacklake Woodlands Nipomo




Lat: 35.00189 Lon: -120.40802

Microsoft Bing Earthstar Geographics SIO © 2022 TomTom © 2022 Microsoft Corporation

Current Percent Allocation (32 Records) Heat Map 123

Options	#	Parcel	USAGE	ALLOCATION	CONSERVATION SCORE	ACREAGE	LAND SQFT	BUILDING SQFT	UNITS NUMBER	LANDUSE DESC	Build Median Year	Household Medi
▼	1	100660192_15383583	89.125	31.2964911388938	2.84776333565521	5.25	228690	3058	1	SFR	2007	82407
▼	2	100660192_15383816	50.375	24.2391570456639	2.07824883947487	0.42	18452	2585	1	SFR	1999	82407
▼	3	100660192_15383962	40.6875	19.3835089730029	2.09907814197466	8.19	356628	800	1	MOBILE HOME LOT	1979	70225
▼	4	100660192_15383969	48.4375	18.7372094668624	2.58509678752666	2.72	118483	3823	1	SFR	1979	70225
▼	5	100660192_15383971	145.3125	64.9034120443607	2.23890386380119	2.3	100187	2022	1	RESIDENTIAL (NEC)	1999	70225
▼	6	100660192_15383972	71.6875	18.5802047146119	3.85827288240928	2.5	108900	1460	1	SFR	1978	70225
▼	7	100660192_15384162	41.65625	15.4991944508264	2.68763967909177	0.47	20473	2678	1	SFR	2003	96212

State Water Board Planning Tool




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Water Use Objective Exploration Tool

Supplier
Nipomo Community Service District

Data From Year(s)
[All]

Units
Gallons Per Capita Per Day

Residential Indoor Use (GPCD)
Res. indoor budget: 55

Residential Outdoor Use (ETF & LA)
Res. outdoor budget: 80%
Specify the ETF value: 80%
Landscape Area (LA)
LA = Irrigable Irrigated (I) area
+ % of Irrigable Not Irrigated (INI) area
Specify the percent of INI: 20%

CII Landscape Irrigation associated with Dedicated Irrigation Meters (DIMs) (Coming soon)
Interim, assumed to be equal to Landscape Irrigation deliveries reported in the IAR.

Bonus Incentive
As a % of the objective, need to exceed 10%
0%

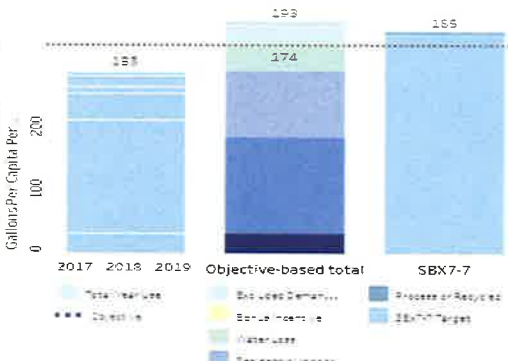
+ a b | e u

Savings from meeting the objective

0 AF 0 MWh

Water savings Energy savings

Based on selected inputs, the supplier might have to reduce Water Use by 0% relative to current use.



Year / Category	Gallons Per Capita Per Day
2017	158
2018	158
2019	158
Objective-based total	174
SBX7-7	165

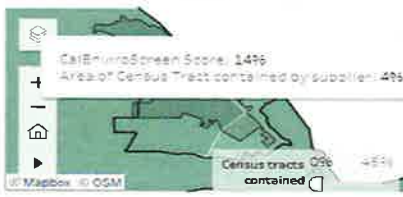
■ Total Yearly Use
■ Objective
■ Excluded Demands
■ Bonus Incentive
■ Water Use
■ Residential Incentive
■ Process or Recycled
■ SBX7-7 Target

Service Area

CalEPIH2Oscreen Score

0% 100%

Serving a 411 population of ~12,982
Nipomo Community Service District spans ~4,486 acres.



CalEPIH2Oscreen Score: 1496
Area of Census Tract contained by supplier: 496
Census tracts contained: 454

For the 3 intersecting census tracts that are at least 40% contained within the supplier's service area:

9,522 households, 26% with 4 or more people
Avg. unemployment: 8%

Avg. CalEPIH2Oscreen score: 1796
Avg. drinking water contaminant index: 746
Avg. pollutants in local water bodies: 5