

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

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

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

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

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 In preparing the 2020 UWMP, the Consultants shall review and consider historical documents and data, including but not limited to, the District's 2015 Urban Water Management Plan, the Master Water Plan, Title 4 of the District's Municipal Code, the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

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

Introduction

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

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

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

Drought Planning / Water Conservation Program

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

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

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

Water Supply Analysis and Relationship to the CDP

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

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

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

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

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

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

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

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

Demand Analysis

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

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

Timing

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

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

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

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

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

Contents of Statements of Qualifications and Proposals

Statement of Qualifications

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

Cover Letter

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

Statement of Qualifications

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

Project Understanding and Approach

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

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

Objections to Consultant Services Agreement

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

Proposals

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

Cover Letter

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

Project Understanding and Approach

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

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

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

Proposal on Scope of Services

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

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

Initial Scope of Services

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

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

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

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

Task 1 – Kick-Off Meeting

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

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

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

The Consultant shall review the following:

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

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

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

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

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

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

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

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

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

Final Preparation of the 2020 UWMP

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

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

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

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

Fee Estimates and Rates

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

Submittal Procedures and Deadline

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

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

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

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

Inquiries and Addenda

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

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

Anticipated SOQ Schedule

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

Evaluation Criteria

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

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

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

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

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

Project Schedule. Is the project schedule thorough and realistic?

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

Consultant Services Agreement

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

Insurance Requirements

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

Acceptance or Rejection of Proposal

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

Equal Opportunity Clause

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

Equal Opportunity Employment Compliance

Consultant shall certify that it has sought out and considered minority business enterprises for those portions of the work to be subcontracted, and has fully documented such actions that said documentation is open to inspection, and that said action will remain in effect for the life of any contract awarded hereunder. Furthermore, Consultant shall certify that all steps will be taken to meet all equal employment opportunity requirements of the contract documents. Consultant shall certify that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Legal Responsibilities

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

Discrepancies and Misunderstandings

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

Proposer Licensing Requirements

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

Non-Collusion Affidavit

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

Exhibits

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

AGREEMENT FOR CONSULTANT SERVICES 2020 Water Resources Team

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

1. **TERM**

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

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **AGREEMENT ADMINISTRATION**

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

5. **PAYMENT**

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

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

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

8. **DEFAULT OF CONSULTANT**

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

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

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

- (a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;
- (b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;
- (c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above:
- (d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and
- (e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. OWNERSHIP OF DOCUMENTS

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

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

11. **INDEMNIFICATION**

- (a) <u>Indemnification for Professional Liability</u>. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.
- (b) <u>Indemnification for Other Than Professional Liability</u>. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
- (c) <u>General Indemnification Provisions</u>. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

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

12. **INSURANCE**

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

13. **INDEPENDENT CONSULTANT**

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

14. UNDUE INFLUENCE

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

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

16. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- (b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

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

To District: John Weigold, District Manager

Cambria Community Services District

PO Box 65

Cambria, CA 93428

Copy to: Timothy J. Carmel

Carmel & Naccasha, LLP

1410 Marsh Street

San Luis Obispo, CA 93401

To Consultant:

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **TIME**

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

22. CONTENTS OF PROPOSAL

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

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

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

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CAMBRIA COMMUNITY SERVICES	CONSULTANT	
By: John Weigold, General Manager	By:	
ATTEST:		
Monique Madrid, District Clerk		
Approved As To Form:		
Timothy J. Carmel, District Counsel		

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

- 1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
- 3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.
- 4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.
- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other

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

- 8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.
- 10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.
- 11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- 12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.
- 13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance

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

- 15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.
- 16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.
- 17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.
- 18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
- 20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

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



Exhibit B - CCSD Water Resources Annotated Bibliography

2015 Urban Water Management Plan

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

Streamflow and Other Coastal Resource Reports

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

Author: D. W. Alley & Associates

Date: 11-18-1993

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

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

Author: D. W. Alley & Associates

Date: 7-10-1993

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

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

Author: D. W. Alley & Associates

Date: 8-2004

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

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

Author: D. W. Alley & Associates

Date: 2-2015

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

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

Author: Tenera Environmental Services

Date: 5-25-1990

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

Title: San Luis Obispo County Regional Instream Flow Assessment

Author: Stillwater Sciences

Date: 1-2014

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

CCSD Water Rights Licenses and Operating Permits

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

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

Date: 3-14-2019

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

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

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

Date: 3-14-2019

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

Title: Coastal Development Permit No. 428-10

Author: California Coastal Commission

Date: 5-29-1981

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

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

Author: Central Coast Regional Water Quality Control Board

Date: 5-17-2019

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