

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN LUIS OBISPO COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND CAMBRIA COMMUNITY
SERVICES DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into on this ____ day of _____, 2025 between the San Luis Obispo County Flood Control and Water Conservation District (“District”) and the Cambria Community Services District (“CCSD”).

WHEREAS, the District operates an 18-inch Flood Control Pump (“Flood Pump”) between Main Street and Highway 1 in Cambria to provide flood protection for the West Village of Cambria during storms;

WHEREAS, the Flood Pump is remote from available District employee resources;

WHEREAS, CCSD has specialized and experienced local personnel capable of operating the Flood Pump when necessary to prevent flooding;

WHEREAS, the Parties desire to set forth the procedures for the CCSD to operate the Flood Pump during storms and to receive reimbursement for any personnel made available.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, the Parties mutually covenant and agree as follows:

1. Purpose of MOU. The MOU sets forth the terms and conditions pursuant to which the District may request and the CCSD may provide aid and assistance to the District by operating the Flood Pump during storms in Cambria.
2. Term. The MOU shall become effective on the date fully executed by the Parties and continue until terminated. The MOU may be terminated upon 30 days’ notice by either party.
3. Operation of Flood Pump. CCSD shall operate the Flood Pump in accordance with the Standard Operating Procedure for Cambria 18” Flood Control Pump Operations and Maintenance, dated January 2025 (“SOP”), attached to this MOU as Exhibit A and incorporated by this reference. In the event of a large storm or flooding, the District shall make a written request, acceptable by e-mail, to CCSD for operation of the Flood Pump. Upon receiving such a request, CCSD shall have the option, at its sole discretion, to determine whether to operate the Flood Pump during the storm or flooding event based on available resources and operational priorities at the time, and shall promptly respond to the District’s request.
4. Training. Prior to operation of the Flood Pump, CCSD operators shall perform Flood Pump training in accordance with SOP.
5. Cost Reimbursement. The District shall reimburse the CCSD for the full cost of labor for Flood Pump training and operation of the Flood Pump during all or a portion of a storm event. Reimbursement shall be based on the hourly labor rates of CCSD staff, as set forth in the CCSD Labor Cost Rate Sheet and as amended from time to time.

6. Invoicing. After a training or storm event, the CCSD shall provide the District with an invoice, along with supporting documentation (if applicable), requesting reimbursement of labor costs incurred. The District shall pay all undisputed amounts in the invoice to the CCSD within thirty (30) days of receipt of the invoice.
7. Inspection of Records. Each Party shall have the right to examine, monitor and audit all records, documents, conditions, and activities related to services provided under this MOU. Pursuant to Government Code section 8546.7, all records, documents, conditions, and activities related to the services provided under this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after day of final payment hereunder.
8. Withdrawal. Any Party may withdraw as a party to this MOU at any time, effective thirty (30) days after providing written notice to the other Parties. A withdrawing Party shall remain responsible for all obligations arising prior to the effective date of withdrawal.
9. Governing Law and Venue. This MOU shall be deemed to have been made in the County of San Luis Obispo, California. This MOU shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this MOU shall be brought exclusively in the federal or state courts located in San Luis Obispo County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.
10. Independent Provider. The Parties shall act as an independent service providers in the performance of this MOU and in no respect shall the Parties be considered an agent or employee of each other. No provisions of this MOU shall be intended to create a partnership or joint venture between the Parties and no Party shall have the power to bind or obligate the other Party, except as expressly set forth in this MOU.
11. Amendment and Waiver. No alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by all Parties.
12. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same agreement. This MOU may be executed and delivered by facsimile or scanned signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or email as if the original had been received.

13. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given shall be addressed as follows:

To the District:

Department of Public Works
Room 206 County Government Center
San Luis Obispo, CA 93408
Attn: Water Utilities Division Manager

To the CCSD:

Cambria Community Services District
P.O. Box 65
Cambria, CA 93428
Attn: Jim Green, Utilities Department Manager

14. Entire Agreement. This Agreement encompasses the entire agreement between the Parties regarding the subject matter of this agreement and supersedes all previous understandings and agreements between the Parties, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below.

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

By _____
John Diodati, Director of Public Works

Dated: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JON ANSOLABEHERE
County Counsel

By _____
Deputy County Counsel

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT:

By: _____
Matthew McElhenie, General Manager

Dated: _____