

# Exhibit A

## FOR PROFESSIONAL SERVICES – DEFINED AS:

### DEVELOPMENT OF AN URBAN WATER MANAGEMENT PLAN

#### CITY OF EL PASO DE ROBLES PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of **June 18, 2025** by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 (“City”), and Todd Groundwater, a California CORPORATION, with its principal place of business at Alameda California (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

#### RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Urban Water Management Plan Update 2026, (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

#### AGREEMENT

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as **Exhibit “A.”**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in **Exhibit “B.”**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$125,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

# Exhibit A

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

## 4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

## 5. Term.

The term of this Agreement shall be from **June 18, 2025** to **December 31, 2026**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within the time frames contained in **Exhibit “C”**. The Notice to Proceed shall set forth the date of commencement of work.

## 6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

## 7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

# Exhibit A

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

## 8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

## 9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

## 10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

### a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

# Exhibit A

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

## b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

## c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

# Exhibit A

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required

# Exhibit A

herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

## g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

## h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

# Exhibit A

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

# Exhibit A

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend,

# Exhibit A

indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

## 14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

## 15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Luis Obispo, State of California.

## 16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

## 18. Organization

Consultant shall assign Maureen Reilly as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

## 19. Limitation of Agreement.

# Exhibit A

This Agreement is limited to and includes only the work included in the Project described above.

## 20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of El Paso de Robles

1000 Spring Street

Paso Robles, CA 93446

Attn: Christopher Alakel, Utilities Department

CONSULTANT:

Todd Groundwater

1301 Marina Village Parkway, Suite 320

Alameda, CA 94501

and shall be effective upon receipt thereof.

## 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

## 22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

## 23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

## 24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

## 25. Successors and Assigns

# Exhibit A

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

## 26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

## 27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

## 28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

## 29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

# Exhibit A

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EL PASO DE ROBLES  
AND [\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

TODD GROUNDWATER

By: \_\_\_\_\_  
Ty Lewis  
City Manager

By: \_\_\_\_\_  
Iris Priestaff  
Principal in Charge

ATTEST:

By: \_\_\_\_\_  
Melissa Boyer  
City Clerk

CITY ATTORNEY APPROVAL:

By: \_\_\_\_\_  
City Attorney

REVIEWED:

By: \_\_\_\_\_  
City Project Manager

# Exhibit A

EXHIBIT A

Scope of Services

Starts on Next Page

# Exhibit A

## 1. SCOPE OF WORK

### TASK 1. PLAN COORDINATION AND DATA ACQUISITION

Task 1 includes project management, data requests, agency collaboration, public outreach, close coordination with City staff, a virtual kickoff meeting, and in person attendance at two Council meetings.

#### Task 1.1 Kickoff Meeting and Data Acquisition

The project will begin with a virtual kickoff meeting held with City staff and Todd Groundwater to identify and acquire needed information, gain guidance, and discuss potential issues. We will review the new UWMP requirements, noting these will necessitate additional data gathering activities with City staff (e.g., for energy audit). The kickoff will include identification of team member roles, discussion of methods to obtain data, review of the technical approach and identification of agencies and interested parties to be included in the UWMP process. We will confirm a detailed schedule and prepare and circulate an initial data request list prior to the kickoff meeting.

#### Task 1.2 Agency Coordination

Consistent with the water code, the 2025 UWMP will include collaboration with local and regional agencies, including the Paso Robles Paso Robles Area Groundwater Authority, San Miguel Groundwater Sustainability Agency (GSA) and Atascadero Subbasin GSA. Other agencies include San Luis Obispo County, City of Atascadero, Atascadero Mutual Water Company, Templeton Community Services District, and San Miguel Community Services District. These agencies will be provided notices and solicited for comments on the UWMP as appropriate.

We understand that the City has a substantial list of interested parties and a list of requirements for notifications. We will assist in updating the list and provide a recommended timeline for notifications with the understanding that City staff will manage the notifications. We anticipate that the City will update its website with relevant notices, announcements, and the Draft UWMP, and that most people will visit the website to stay informed. Nonetheless, the City may consider directly contacting the interested parties with notification of public meetings concerning the UWMP, notification of the availability of a draft plan for review, and/or requests for information. We anticipate that all interested parties will receive a notice of intent to adopt. This coordination will be summarized in tables and attachments in the Final UWMP.

#### Task 1.3 Council Meeting and Public Hearing

We recognize that the City's active management and the community's sustained interest in water supply will warrant an open, engaging process. We will prepare a presentation for the Draft UWMP at a City Council meeting and will update it as necessary for the Public Hearing for consideration of adoption of the Final UWMP. We will attend both Council meetings in person with the understanding that City staff will do the presentations and we will be available for questions.

# Exhibit A

The Public Hearing will need to be noticed in the local newspaper for two successive weeks (14 calendar days), at least two times, with at least five days between publication dates, in accordance with Government Code section 6066. This notice should include time and place of the hearing and the location where the plan is available for public review. We anticipate that City staff will handle the scheduling, announcements and notifications. We will assist the City with these tasks.

## **Task 1.4 Project Management**

This task includes regular communication with staff and monthly reporting of technical progress, schedule, and budget.

## **TASK 2. SERVICE AREA DESCRIPTION**

This task involves updating the description of the City and the associated demographics presented in the 2020 UWMP.

Building on the past UWMP and other available documents, we will provide a description of the service area, including a brief discussion of the water system, recent water system improvements, and major potential developments. Climatic conditions (such as average monthly rainfall, evapotranspiration, and temperature) will also be updated. A brief discussion of the effects of climate change on water demands, supplies and reliability may be included in this section.

A discussion of current and projected land uses will be included in the service area description. Appropriate figures such as a City and service area boundary map, groundwater subbasins locations, recycled water system, and annexations since 2020 and sphere of influence may be included in the UWMP.

Coordination among the Todd Groundwater team, City staff, plus the County is necessary for consistency among planning documents. Working with staff, we will review existing and projected population data from available sources (e.g., census data, California Department of Finance, City's General Plan, 2022 Utility Rate Study, and other City Planning documents). These data will be adjusted and inconsistencies between the population projections and other relevant planning documents will be documented and addressed. Additional demographic information such as housing and employment projections will be examined. Socio-economic information that may affect water management and planning will be updated. Population data will be presented in five-year increments between 2025 and 2050. Population data are fundamental to water demand estimates and will be evaluated carefully for consistency throughout the document and with other planning documents.

## **TASK 3. WATER DEMAND DOCUMENTATION**

The water demand discussion from the 2020 UWMP will be updated with current water demands for each of the ten water use sectors (at a minimum) identified in Water Code Section 10631(d) (e.g., single family residential, multifamily, commercial, industrial, institutional and governmental, landscape, distribution system losses, agricultural, sales to

# Exhibit A

other agencies, and saline water intrusion barriers/groundwater recharge/conjunctive use) to the extent that records are available. This will include documentation of the number of service connections and historical water use for each sector. Potable and non-potable (recycled) water use should be reported separately. Unaccounted-for water (system losses) will be documented in full compliance with the updated requirements. We will assess and report noteworthy trends of water use. DWR recommends that demands be reported in monthly increments.

We will report on progress toward meeting the targeted 20% reduction in per-capita urban water consumption by 2020, as required by the Water Conservation Act of 2009.

We will include a brief description of the City's compliance with the targeted 20 percent reduction in per-capita urban water consumption as required by the Water Conservation Act of 2009 and include any other requirements included in DWR's 2025 UWMP guidelines.

We will work with City staff to develop future water demands in five-year increments out to 2050 and for the next five consecutive years (e.g., 2026 through 2030) for the five-year water supply reliability assessment. Projected land use changes are to be incorporated in the demand forecasting. Todd Groundwater will review previously completed future water demand estimates from the 2020 UWMP and more recent planning documents. New future demand estimates will be prepared through 2050. Methodologies or values will be explained, and descriptions of projected water use will be included in the discussion.

We will also work with the City to update the projected water use for lower income households and to include information if future water savings estimates and lower income household demands are included in the water use projections. A lower income household has an income below 80 percent of area median income, adjusted for family size.

DWR recommends including a description of what type and degree of climate change impacts were considered in the water use projections.

## **TASK 4. WATER SUPPLY DOCUMENTATION**

The City's water supply includes groundwater, Salinas River underflow, recycled water, and imported Nacimiento Water Project (NWP) water. Groundwater is from the Paso Robles Subbasin (DWR Basin 3-004.06) and the Atascadero Area Subbasin (DWR Basin 3-004.11) which are parts of the Salinas Valley Groundwater Basin. The UWMP will include an up-to-date discussion of these two subbasins. It will build on the 2020 UWMP discussion with more recent data and documents, including information from the Groundwater Sustainability Plans (GSPs), to provide a meaningful description of the groundwater subbasins, discussion of the availability of groundwater, and efforts to reach sustainability.

Past, current, and future City groundwater pumping will be documented or estimated. The UWMP will include a table showing groundwater pumped in the past five years. Some of the production may be reported in monthly increments as recommended by DWR. Future groundwater production estimates will be prepared in five-year increments from 2025 to

# Exhibit A

2050. Recognizing the importance of ongoing local groundwater management, this section will include a discussion of groundwater basin management programs and information provided in the Paso Robles Subbasin GSP and 5-year GSP Evaluation, in the Atascadero Basin GSP, and respective Annual Reports as needed.

We will update the discussion of the NWP water supply. The City has secured a 6,488 AFY NWP water entitlement. We will also update the discussion on Salinas River water use.

The UWMP will update documentation of water recycling, including brief descriptions of wastewater collection, treatment, and disposal facilities; current, potential, and projected recycled water use; and the City's progress toward water recycling including construction of its recycled water distribution system (anticipated to be complete and operational by late 2026) and delivery of tertiary-quality recycled water to irrigated lands for in-lieu recharge. Consistent with the water code, this section will document public outreach and agency coordination efforts that are undertaken to encourage water recycling. In 2019 the City began operating the first part of its recycled water system, which included filtration and ultraviolet light disinfection facilities at the Paso Robles Wastewater Treatment Plant. Global Water Intelligence awarded the City its 2020 Wastewater Project of the Year due to the project's many environmentally innovative features.

As required, potable and non-potable water supply and use will be reported separately. As recommended by DWR, some of the NWP and recycled water information may be reported in monthly increments, as appropriate. To be responsive to the water code, we will update the UWMP with regard to opportunities for use of desalinated water (e.g., ocean water and brackish groundwater) and for transfers or exchanges with other water agencies.

A summary table will be developed that quantifies all existing and planned water sources in five-year increments through 2050. It will also include estimated supplies for the next five consecutive years (e.g., 2026 through 2030) for the five-year water supply reliability assessment.

Long-term forecasts for each water source will be included and will include impacts from climate change and provide supporting information. DWR recommends including a description of what type and degree of climate change impacts were considered in the water use projections.

UWMPs are now required to include an energy analysis that provides information on the energy needed for water service. Energy use was not included in the City's 2020 UWMP because data was incomplete or did not accurately represent the City's energy use related to water and wastewater. The 2020 UWMP indicated that the City was in the process of collecting this data and anticipated having more complete information available for its 2025 UWMP. We will work with the City to include this data in the 2025 UWMP.

The discussion of all existing and planned water sources will account for normal supply conditions, and a single dry year and the driest five-year period of record. We assume that the 2020 requirement for assessment of water supply reliability under normal conditions,

# Exhibit A

single dry-year conditions, and five consecutive dry years will be maintained and are prepared to update this analysis to include recent hydrologic conditions.

The tables generated for this task will address water supply in normal years; reliability and potential climatic impacts to supply (e.g., drought) will be analyzed in Task 5, Water Reliability Assessment.

## **TASK 5. WATER RELIABILITY ASSESSMENT**

This section will compare the City's water supply portfolio with its water use characterization under different hydrologic conditions to highlight water service reliability. This information will be used to develop a Drought Risk Assessment (DRA) to document near-term reliability by assuming the next five consecutive years are dry.

### **Task 5.1 Normal Conditions Supply and Demand Comparison**

Building on the supply and demand information generated in previous tasks, we will compare supply and demand under normal climatic conditions in five-year intervals between 2025 and 2050. These comparisons will provide the basis for evaluation of the reliability of water supply and its vulnerability to seasonal or climatic shortage. DWR recommends that potable and non-potable water uses be separated in the reliability analyses.

### **Task 5.2 Drought Supply and Demand and Drought Risk Assessment**

The evaluation of water service reliability will address an extreme, single-year drought, accounting for expected changes in water demand by sector (for example, increasing landscape water use as well as effects of water conservation or rationing). A Drought Risk Assessment will include integrated water supplies and projected water use in a hypothetical five-year drought condition.

### **Task 5.3 Water Reliability Issues**

This task will involve a summary of the possible constraints on water supply sources. These could include water quality, legal, environmental, and climatic factors. We will review and summarize recent studies, including the GSPs and annual reports, on water supply constraints, including climate change. Management strategies to address these constraints will be provided where applicable. The 2025 guidelines may include additional climate change analysis recommendations. An evaluation of any proposed water supply facilities and key supply-related capital improvements projects in light of these water reliability issues is also included in this task.

Water supply reliability in the UWMP must also address energy and seismic risk analysis. We will include information from the energy audit that must be prepared to calculate the energy required for water service to assess energy risk. Energy use was not included in the City's 2020 UWMP because data was incomplete or did not accurately represent the City's energy use related to water and wastewater. The 2020 UWMP indicated that the City was in the process of collecting this data and anticipated having more complete information available for its 2025 UWMP. The seismic risk assessment included in the 2020 UWMP will

# Exhibit A

be updated and will show coordination between water supply infrastructure planning and a county or regional hazard mitigation plan.

## **Task 5.4 Water Shortage Contingency Plan**

The City's Water Shortage Contingency Plan (WSCP) was updated in the previous UWMP to reflect the requirements of the 2020 UWMP guidelines. The WSCP will be updated to reflect specific actions to be taken in response to short-term shortages, including changes to single and multiple dry years and any new approaches to emergency response the City and County have developed since completion of the 2020 UWMP. We will also incorporate new water shortage contingency requirements that may be included in the 2025 UWMP guidelines from DWR.

## **TASK 6. WATER DEMAND MANAGEMENT MEASURES**

This task will address the present and proposed future measures, programs, and policies to help achieve the mandated water use reductions. The City complies with Best Management Practices of the California Urban Water Conservation Council (CUWCC). Conservation measures implemented by the City will be discussed in detail as well as measures to achieve water conservation goals. This will include development of any new demand management related requirements that may be part of the upcoming 2025 UWMP guidelines from DWR. We anticipate that the City will provide most of the text for this section. We will work with City staff to weave their text into the UWMP.

## **TASK 7. DRAFT AND FINAL PLAN PREPARATION**

We will prepare a UWMP for the City that satisfies State requirements and provides a plan that supports the City in their planning and management of water resources. It will be complete, to the point, readable and accessible to City staff, policy makers, and interested stakeholders. The plan will be appropriately illustrated and will include all required tables, a reference list, acronyms and abbreviations. Detailed analyses and relevant documents (e.g., resolutions, agreements, etc.) will be provided in appendices.

We recommend organizing the report similar to the DWR guidebook for consistency and ease of use. In our experience, this basic sequence supports a plan that is easily read and accessed. It also minimizes cross-references and repetition. It does not follow the sequence of the water code sections; however, we will provide a table that links the plan contents to water code sections. If the DWR guidelines for 2025 UWMPs requires unanticipated changes to the contents of the plan we will incorporate this information so as to preserve the readability and usefulness of the document.

### **Task 7.1 Administrative Draft and Public Draft UWMP**

We will prepare and submit the Administrative Draft UWMP for staff review in electronic format, including a word file set to track changes and comments and a pdf that includes tables, figures, and other components of the plan. Comments by staff can be made in these electronic documents or transmitted separately. Following inclusion of staff comments, we

# Exhibit A

will provide the Public Draft UWMP electronically as a single pdf file of the entire report for distribution to interested parties and the public.

## **Task 7.2 Final UWMP**

We will compile written and verbal comments on the Public Draft UWMP, provide recommendations for addressing each comment and incorporate necessary changes into a Final UWMP. This will include comments received during the circulation period and at the public hearing. The Final UWMP will be delivered to the City electronically.

The Final UWMP and tables will be uploaded to DWR's WUE Data Portal by July 1, 2026. In addition, a CD or hardcopy of the adopted 2025 UWMP must be submitted to the California State Library within 30 days of adoption. Electronic copies will also be submitted to San Luis Obispo County.

## **2. SCHEDULE**

Our proposed schedule results in completion of the Urban Water Management Plan in early June 2026, before the July 1, 2026 submittal deadline. A preliminary schedule is summarized below and lists the meetings and deliverables. We will begin when notified to proceed and can prepare much of the report in advance; nonetheless we recommend that most of the work be delayed strategically until draft guidelines for the 2025 UWMP are available. Once draft guidelines have been released, we will contact DWR to assess what additional changes they anticipate in the final guidelines and then modify the schedule if needed. This schedule assumes timely provision of information from the City; on our part, we will support the schedule with regular communication and the commitment of our key staff.

Below is a tentative schedule for June 3, 2026 adoption:

- June 2025 – Kickoff Meeting (via Zoom or Teams)
- Fall 2025 – Final Guidelines from DWR released
- Before April 3, 2026: Notify the County that a public hearing will occur on June 3 to adopt 2025 UWMP (minimum 60-day notice)
- Early March 2026: Administrative Draft to the City
- Mid-March: Consolidated comments on Administrative Draft from the City
- Early April 2026: Public Draft available for review, post to website
- May 2026: Notice June 3 public hearing (Government Code Section 6066)
- May 6 or 20: Presentation of Public Draft at Council meeting by City staff
- June 3, 2026: Presentation of Final to Council, Public Hearing and UWMP Adoption
- Before July 1, 2026: Submit UWMP to DWR through WUE Data Portal
- Within 30 days of Adoption: Submit plan to California State Library and the County of San Luis Obispo.

# Exhibit A

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Todd Groundwater's estimated budget of \$125,000 is provided by task below.

<b>Task</b>	<b>Name</b>	<b>Total Estimated Cost</b>
1	<b>Plan Coordination and Data Collection</b>	<b>\$44,500</b>
2	<b>Service Area Description</b>	<b>\$5,500</b>
3	<b>Water Demand Documentation</b>	<b>\$9,700</b>
4	<b>Water Supply Documentation</b>	<b>\$9,400</b>
5	<b>Water Reliability Assessment</b>	<b>\$20,000</b>
6	<b>Water Demand Management</b>	<b>\$6,600</b>
7	<b>Admin Draft, Draft, Final Plans</b>	<b>\$29,300</b>
	<b>TOTAL</b>	<b>\$125,000</b>

# Exhibit A

## EXHIBIT C

### Activity Schedule

- June 2025 – Kickoff Meeting (via Zoom or Teams)
- Fall 2025 – Final Guidelines from DWR released
- Before April 3, 2026: Notify the County that a public hearing will occur on June 3 to adopt 2025 UWMP (minimum 60-day notice)
- Early March 2026: Administrative Draft to the City
- Mid-March: Consolidated comments on Administrative Draft from the City
- Early April 2026: Public Draft available for review, post to website
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