

**MUIR BEACH COMMUNITY SERVICES DISTRICT  
CONTRACT FOR PROVISION OF TEMPORARY WATER SERVICE**

**THIS CONTRACT** is made an entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the MUIR BEACH COMMUNITY SERVICES DISTRICT (“District”) and the NATIONAL PARK SERVICE (“NPS”).

**WHEREAS**, NPS has requested that District provide temporary water service to 1820-1850 Shoreline Hwy (“Service Location”); and

**WHEREAS**, NPS is willing to pay for all costs and fees associated with placing and maintaining a permanent water line to Service Location to facilitate said temporary water service, as well as all costs and fees associated with the provision of temporary water service to Service Location; and

**WHEREAS**, District is willing to provide the requested water service on a temporary basis;

**NOW, THEREFORE**, for and in consideration of the Contract made, the parties agree to the following:

**1. SCOPE OF SERVICES**

District agrees to provide temporary water service to Service Location at District’s standard rates and conditions of service, as may be updated from time to time. (See Attachment 1, Water Department Rates and Policies - Updated January 16, 2013.) The water service which District will provide to Service Location will be temporary in nature in that it will last for only so long as (i) Amadeo Banducci continues to reside at Service Location and (ii) there is no significant change in the nature or volume of water consumed at the Service Location. In the event either of the aforementioned criteria are no longer being met, the District may terminate this Contract in accordance with the provisions of section 7 below.

District’s provision of temporary water service pursuant to this Contract does not confer upon District any obligation to provide water service to Service Location on a permanent basis or beyond the terms and timeframes agreed to in this Contract, nor does it confer upon NPS any future rights or entitlement to receipt of such service. Similarly, the fact that District may charge, and NPS may pay, various costs and fees associated with the provision of said temporary water service does not confer upon District any obligation to provide water service to Service Location on a permanent basis or beyond the terms and timeframes agreed to in this Contract, nor does it confer upon NPS any future rights or entitlement to receipt of such service.

**2. FEES AND PAYMENT**

NPS will pay all fees and costs incurred in establishing and maintaining in good operating condition the permanent water line to Service Location. Such fees and costs may include, but are not limited to, the District’s standard hookup fee for new connections, all costs associated with constructing and installing the permanent water line to Service Location, and all costs associated with maintaining said connection in good operating condition, and all standard costs and fees charged by District to its water service customers.

Once the permanent water line has been connected and District begins providing temporary water service to Service Location, District will bill NPS, and NPS will pay, the standard rates and penalties charged by District for the provision of water service, as may be updated from time to time. (See Attachment 1, Water Department Rates and Policies - Updated January 16, 2013.) NPS will continue to pay all District bills for water service provided to Service Location throughout the duration of this Contract.

### **3. TIME OF AGREEMENT**

This Agreement shall commence on \_\_\_\_\_, and may be terminated by either party at any time accordance with the provisions of section 7 below.

### **4. INSURANCE**

NPS shall maintain a commercial general liability insurance policy or provide proof of self-insurance in the amount of \$1,000,000 (\$2,000,000 aggregate). District shall be named as an additional insured on the commercial general liability policy.

Where services to be provided under this Contract involve or require the use of any type of vehicle by NPS, or any of NPS' agents or employees, NPS shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, or proof of self-insurance, in the amount of \$1,000,000.

NPS acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If NPS has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis.

NPS shall supply District adequate proof of insurance and/or a certificate of insurance evidencing coverage and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is NPS' duty to notify the District immediately upon receipt of the notice of cancellation or non-renewal.

### **5. ASSIGNMENT**

The rights, responsibilities and duties under this Contract are personal to the NPS and may not be transferred or assigned without the express prior written consent of the District's Board of Supervisors.

### **6. LICENSING AND PERMITS**

NPS shall maintain the appropriate licenses required for the construction, installation and maintenance of the permanent water line throughout the life of this Contract. NPS shall also obtain any and all permits which might be required by the work to be performed herein.

### **7. TERMINATION**

If NPS fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance,

regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved. Once the notice period has passed, the District may terminate water service to the Service Location, and will not restore it under any circumstances unless and until NPS and the District reach a new written agreement.

If Amadeo Banducci is no longer residing at Service Location, or if there exists a significant change in the nature or volume of water consumed at the Service Location, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved. Once the notice period has passed, the District may terminate water service to the Service Location, and will not restore it under any circumstances unless and until NPS and the District reach a new written agreement.

Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and shall be sent by registered mail. Once the notice period has passed, the District may terminate water service to the Service Location, and will not restore it under any circumstances unless and until NPS and the District reach a new written agreement.

District may also terminate water service to Service Location pursuant to any of District's standard conditions and policies regarding termination of service, as may be updated from time to time. (See Attachment 1, Water Department Rates and Policies - Updated January 16, 2013.)

District's state-approved reconnect fee will be charged as a condition of service restoration if temporary water service is terminated for any of the under this Contract.

**8. AMENDMENT**

This Contract may be amended or modified only by written Contract of all parties.

**9. JURISDICTION AND VENUE**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**10. INDEMNIFICATION**

NPS agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of NPS' negligence, recklessness or willful misconduct in the performance of this Contract.

**11. NOTICES**

This Contract shall be managed and administered on District's behalf by the individual named below. Notices shall be given to District at the following location:

Contract Manager: \_\_\_\_\_

Location: \_\_\_\_\_

Telephone No: \_\_\_\_\_

This Contract shall be managed and administered on NPS' behalf by the individual named below. All invoices and bills shall be submitted and approved by this individual and all notices shall be given to NPS at the following location:

Contract Manager: \_\_\_\_\_

Location: \_\_\_\_\_

Telephone No: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

National Park Service

Muir Beach CSD

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# ***MUIR BEACH COMMUNITY SERVICES DISTRICT***

19 Seacape Drive, Muir Beach, CA 94965 415-388-7804 www.muirbeachcsd.com

## **Water Department Rates and Policies - Updated January 16, 2013**

### **1) Current Rates for Water Service (billed Bi-Monthly)**

<u>Tier</u>	<u>Gallons</u>	<u>Charge</u>
One	0 to 4,500	\$49.92 flat charge
Two	4,500 to 10,000	\$0.92 per 100 gallons used, plus charge from prior tier
Three	10,000 to 30,000	\$1.29 per 100 gallons used, plus charge from prior tier
Four	30,000+	\$1.62 per 100 gallons used, plus charge from prior tier

Meter readings are in cubic feet; there are 7.48 gallons per cubic foot.

Note that once a meter is installed, the minimum flat charge will be billed whether any water is used or not, or whether any plumbing appertunances are connected on the customer's side of the meter.

Built into the water rates is a 25% surcharge for Water System Capital Improvements. Revenues collected from water usage billings are allocated as 75% to fund current operating expenses, and 25% is set aside in the Capital Improvements Fund. Please also see the additional Annual Fee in Item Number 7 below.

### **2) Water Billing Policies and Procedures**

Water meters are read on the 16<sup>th</sup> day of every other month; bills are sent out in time to arrive before the 1<sup>st</sup> of the next month. Payment is due on receipt, and no later than the 16<sup>th</sup> day of the following month.

Customers may choose to receive their monthly statements via regular U.S. mail or via email. Email is encouraged to help reduce postage and other costs.

Payment in the form of checks made payable to Muir Beach Community Services District or MBCSD may be dropped off at the Water mailbox at the right end of mailbox row on Highway 1 opposite the Pelican Inn. Checks can also be mailed to MBCSD, 19 Seacape Drive, Muir Beach, CA 94965.

Delinquent accounts are subject to a \$25 fee, and notice of termination of water service per the following schedule:

16th of month A: meter reading and charge date.

16th of month B: late date for month A billing.

16th of month C: 15-day notice of past due amounts sent if balance from month A have not been paid.

~1st of month D: 48-hour termination notice sent out and **\$25 charge assessed**.

The District Manager has the final decision as to when fees may be waived and when service may be terminated by placing a lock on the meter.

Customers are required to notify the District at least ten days in advance of a requested service termination, (usually due to moving out.) Customers are responsible for all water service charges until 5pm on the requested termination date.

## ***MUIR BEACH COMMUNITY SERVICES DISTRICT***

19 Seacape Drive, Muir Beach, CA 94965 415-388-7804 www.muirbeachcsd.com

### **Water Department Rates and Policies - Updated January 16, 2013**

#### **3) Leak Relief Policy**

On occasion, a leak in the water distribution pipe carrying water to the customer residence on their side of the meter may occur. A notice of a possible leak will be included on the customer's statement if current water usage exceeds the previous month's by 150%.

If a customer suspects a leak has occurred, they must contact the Water Manager immediately, who will verify the leak. While the District Water Manager may assist or facilitate in effecting the repair, all leaks on the customer's side of the water meter are the customer's responsibility. Once the leak has been verified and repaired, the customer can apply to the Water Billing department for leak relief as follows:

Property owner will pay the average of the previous 12 months water bills, or the average of all the water bills in the case of an account in service of less than 12 months, including the Capital Improvements surcharge.

There is no limit to the number of times relief can be sought but relief will only be granted after the leak has been verified as having been repaired.

Water leak or excessive use must not have occurred as a result of a willful or negligent act on the part of the customer. Leaky faucets, toilets, hot water heaters, hoses left unattended or other leaks and malfunctions in appliances are not eligible for leak relief. The policy is intended to provide relief for leaks that occur in buried pipes from the meter to the house only.

Final decision as to applicability of the Leak Relief policy rests with the District Manager.

#### **4) Initiating Water Service**

Customers requesting water service for an existing meter can apply by submitting the Water Application Form. Complete name, address, phone numbers and emergency contact information is required.

A \$100 refundable security deposit is required for any new water account, whether the customer is a homeowner or renter. Unpaid balances upon termination of the account will be deducted from the security deposit, otherwise the security deposit will be refunded in full upon termination of the account.

# ***MUIR BEACH COMMUNITY SERVICES DISTRICT***

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## **Water Department Rates and Policies - Updated January 16, 2013**

### **5) New Water Connection**

Customers may apply to the District for a new water service connection with a CSD installed meter. New connections consist of a \$6500 hookup fee, plus all installation costs. Depending on the distance and location of the new connection to existing service lines, these costs may run anywhere from \$5,000 to \$10,000 due to street and other excavation. All costs of installing water lines on the customer's side of the water meter to any new house or structure are solely the responsibility of the customer, and are subject to all Marin County building codes and permits.

### **6) Second Units**

A residential second unit is defined by Marin County as a permanent residence that is accessory to a primary residence on the same site. A second unit typically has a separate entrance, separate bathroom, and separate food preparation facilities (which include a stove, refrigerator, and sink) intended for the use of the occupants.

Owners of second units are strongly encouraged to install a separate meter and service connection to the second unit, (at their expense) but this is not required. The CSD Board is currently in the process of formulating a second unit policy, with specific respect to any new hookup or entitlement fees.

### **7) Annual Fee for Capital Improvements**

A fee reserved for capital improvements to the Muir Beach water system is assessed in the amount of \$300 per year per residential service, and \$3,250 per year per commercial service.

### **8) Water Conservation**

As the district's water supply is limited, water conservation measures are encouraged throughout the year. A general guideline is no more than 80 gallons of water per day per occupant.

In conformance with the District's Water Rights permit, we are required to monitor the levels in Redwood Creek, and during conditions when the creek is not continuously flowing, Muir Beach is required to go on Water Conservation Alert and curtail our use of water. During times of noticed conservation, there are severe financial penalties for any residential customer who exceeds 2,000 cubic feet of water in a month (approximately 15,000 gallons.)

### **9) Grandfathered Exemptions**

The District recognizes that in certain cases agreements were made in the past that may be contrary to the policies stated above. Upon application to the CSD Board, grandfathered exemptions may be approved and recorded in the Water Billing System for future reference.

## RESOLUTION No. 2014-8-28

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MUIR BEACH COMMUNITY SERVICES DISTRICT PROHIBITING NON-ESSENTIAL USES OF WATER

The Board of Directors of the Muir Beach Community Services District does resolve as follows:

#### **Section 1 Purpose**

This program is intended to comply with the State Water Resources Control Board's adoption of California Code of Regulations Title 23, Section 863, 864 and 865 which require urban water suppliers to implement certain drought emergency water conservation measures. The purpose of this resolution is (1) to conserve the water supply of the Muir Beach Community Services District ("District") for the greatest public benefit with particular regard to the environment, public health, fire protection and domestic use, (2) to conserve water by reducing waste, and (3) to the extent necessary by reason of drought and an existing water shortage emergency condition to reduce water use fairly and equitably. This resolution is adopted pursuant to the California Water Code Section 350 through and including Section 358, and Section 31026 through and including Section 31029.

#### **Section 2 Declaration of Water Shortage Emergency**

The Board of Directors finds and declares that due to drought conditions within the District, a water shortage emergency exists within the District.

#### **Section 3 Prohibition of Non-Essential Uses of Water**

No water furnished by the District shall be used for any purpose declared to be non-essential by the Board of Directors. The following is a list of non-essential uses and restrictions:

1. **No Waste in General.** The application of landscape irrigation water in any wasteful manner, such that areas become saturated or cause water to run off onto adjacent streets or other areas.
2. **No Watering During Peak Daytime Hours.** The application of landscape irrigation water between the hours of 11 a.m. and 7 p.m., being the time of greatest evaporation of irrigation water.
3. **Watering Limited to Two Times per Week.** The application of landscape irrigation water more frequently than two times per week. Permitted time periods shall be from 7 p.m. Tuesday evenings through 11 a.m. Wednesday mornings, and 7 p.m. Friday evenings through 11 a.m. Saturday mornings.
4. **Watering of Lawns Limited to One Time per Week.** The application of landscape irrigation water to any area that includes a lawn, residential or commercial, more frequently than one time per week. Permitted time periods shall be from 7 p.m. Tuesday evenings through 11 a.m. Wednesday mornings.
5. **Hoses Must Have Shut-off Nozzles.** The use of a garden hose without a shut-off nozzle at the discharge end of the hose.



6. **No Use of Water to Wash Surfaces.** The washing of sidewalks, driveways, parking areas or any other exterior hard surfaces with potable water.
7. **No Filling of Pools.** The filling or refilling of any swimming pool by more than 5% of its capacity within any 90-day period.

**Section 4        Violations**

If and when the District becomes aware of any violation of this resolution, a warning shall be issued. The warning shall specify the nature of the violation, how it may be corrected and a timeframe for correction, either to be immediate or within a specified time as determined by the District Manager. If the violation is continued or repeated, the District shall assess a \$100 fee to account for the District's costs of dealing with the violation and may also forthwith disconnect water service to the property where the violation has occurred. Upon receipt of assurances that the violations will not continue or be repeated, the District may restore water service to the property. Should the violation be thereafter repeated, the District shall assess a fee of \$400 and may install a device which will restrict the flow of water to the property in question. Should violations continue even with flow restricted, the District may forthwith disconnect water service to the property for an indefinite period.

**Section 5        Effective Period**

This resolution shall be effective on the date of its adoption. The restrictions contained in this resolution may be partially or fully lifted as conditions change, as determined by the District Manager and with notice provided by the District.

**PASSED AND ADOPTED** this 28th day of August, 2014 by the following vote of the Board of Directors.

Ayes:                Scott Bender, Paul Jeschke, Peter Lambert, Gerry Pearlman, Steve Shaffer  
Noes:                None  
Absent:              None

/s/ Steven Shaffer  
Steven Shaffer, Board President

Attest:

/s/ Leighton Hills  
Leighton Hills, District Manager