



**Nacimiento Project Commission  
Notice of Special Meeting and Agenda  
Thursday, April 19, 2012 – 4:00 pm  
Templeton Community Services District Offices**

1. Call to Order
  - a. Call to Order, Roll Call, and Flag Salute
2. Public Comment  
This is the opportunity for members of the public to address the Commission on items that are not on the agenda, subject to a three minute time limit.
3. Meeting Notes from February 23, 2012  
(RECOMMEND APPROVAL)
4. COMMISSION INFORMATION ITEMS – written reports with brief verbal overview by staff or consultant. No action is required.
  - a. Fiber Optic Pull Box Modification Project Report
  - b. Invasive Species Prevention Program
  - c. ASCE National Award [Hoover Dam Bypass]
  - d. MCWRA Reservoir Release Update (verbal report only)
5. PRESENTATIONS – no action required.
  - a. None
6. COMMISSION ACTION ITEMS  
(No Subsequent Board of Supervisors Action Required)
  - a. None
7. COMMISSION ACTION ITEMS  
(Board of Supervisors Action is Subsequently Required)
  - a. FY 2012/13 Nacimiento Water Operating Fund Budget
  - b. Fiber Optic Use MOU with County Information Technology
8. FUTURE AGENDA ITEMS DESIRED BY COMMISSION

Commissioners

**John Hamon, Chair**, City of El Paso de Robles

**Judy Dietch, Vice Chair**, Templeton CSD

**Grigger Jones**, Atascadero MWC

**Andrew Carter**, City of San Luis Obispo

**Frank Mecham**, SLO County Flood Control & Water Conservation District

**Next Commission meeting scheduled for  
Thursday, May 24, 2012, at 4:00 pm at  
Templeton Community Services District offices**





system in anticipation of increased summer deliveries. District staff refilled Camp Roberts Tank and successfully ran San Ysabel Pump Station motors for three days to provide test the system's ability to provide continuous water to Atascadero Mutual Water Company for its tracer study before summer.

- Outside Agency Issues     Monterey County Water Resources Agency – No further updates beyond that presented in the agenda packet.  
Request for Information – North Coast Engineering is representing a developer of a project in Paso Robles and has requested 71 acre-feet of Project water. District staff estimates a buy-in cost of \$20,000 per acre-foot.
- Invasive Species Prevention     District staff continues to coordinate with Monterey County Parks Department (MCPD) and Water Resource Agency (MCWRA). More discussion will be presented in Agenda Item VII.a. Mr. Tom Sheppard, MCPD Deputy Chief Ranger, and Elizabeth Johnson, MCWRA Senior Hydrologist, and Phil Humphrey, Nacimiento Regional Water Management Advisory Committee (NRWMAAC) were present.
- Nacimiento Reservoir Status     The reservoir is currently at 69-percent capacity.
- Hydroelectric Power Interest     PG&E will fund feasibility study at the San Luis Obispo turnout.

**Agenda Item IV.b – Project Budget**

Mr. Benedix described the quarterly budget documents, which show the variance between projected costs by line item by quarter to the actual costs by line item by quarter.

**Agenda Item IV.c – Recreation Report and Watershed Sanitary Survey Status**

Mr. Benedix stated that the Recreation Report and the Watershed Sanitary Survey were required to be completed as a permit condition due to the Project's potential changes in Lake Nacimiento operation and installation. The Recreation Report has been completed and submitted. Lisa Wallender, District Water Quality Lab, has completed all needed research for the Watershed Survey Report and anticipated report completion by June 2012.

**Agenda Item IV.d – Energy Demand Response Program Status Report**

The Technical Support Group (TSG) supported District staff further researching the Demand Response programs (EnerNOC, Pacific Gas and Electric, etc.) over the coming year. With the Project in its initial years of operation, the added complexity of implementing and adhering to a Demand Response program was viewed as unnecessary.

**Agenda Item V.a –FY 2012/13 Nacimiento Water Operating Fund Draft Budget**

Will Clemens, District Accounting Division, presented the draft FY 2012/13 Nacimiento Operating Fund budget to the Commission. The FY 2011/12 2<sup>nd</sup> quarter costs were significantly under budget. The Water Delivery Entitlement Contracts state 60-percent of the operation and maintenance bills are collected on July 1<sup>st</sup> and 40-percent on January 1<sup>st</sup>. An advance credit was given to all of the Participants on January 1, 2012. The FY 2012/13 variable energy budget will increase due to AMWC receiving deliveries this year. The FY 2012/13 operation and maintenance budget will decrease by 15-percent and may be reduced further depending upon the upcoming budget discussions with the TSG and Finance Committee members on March 8, 2012, with follow up budget discussions slated on April 12, 2012 with the TSG and on April 19<sup>th</sup> with the Commission.

**Agenda Item VI.a – Commission Action Items (No Subsequent Board of Supervisors Action Required)**

No presentations were scheduled nor made at the meeting.

**Agenda Item VII.a – Commission Action Items (Board of Supervisors Action Subsequently Required)**

**Agenda Item VII.a – Update on Dreissenid Mussel Prevention Program and Recommendation to Approve TJ Cross Contract in the Amount of \$106,000**

Carolyn Berg, District Utilities Division, presented a status on the Mussel Prevention Program. During 2011 boating season evaluations with lakeside communities, Program Coordinators and residents expressed concerns about the redundant inspections conducted local resident vessels that never leave Lake Nacimiento, yet are expected to adhere to the 14-day inspection re-certification standard. The Mussel Prevention Program working group has considered various solutions including extending the 14-day recertification period, implementing a resident vessel program, or leaving the program as-is. The resident vessel program would involve residents showing documentation to verify vessel ownership and land ownership in a participating lakeside community, as well as would require residents to attend a mussel awareness class. Several notable program concepts were discussed for tracking boats mobility: odometer reader on trailer, color changing passes, vessel storage and ramp identification, and roadway video surveillance. The Commission supported the approval of TJ Cross Amendment No. 4 and supported District Staff bringing it to the District Board of Supervisors for approval. The Commission approved policy support of a resident vessel program, with details to be worked out by District staff.

**I. Future Agenda Items Desired by Commission**

No presentations were scheduled nor made at the meeting.

Commissioner Hamon adjourned the meeting at 5:20 p.m.

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*Submitted by Carolyn Berg  
Utilities Division Staff Engineer*

Nacimiento Project Commission  
April 19, 2012  
**Agenda Item 4.a – Fiber Optic Pull Box Modification Project Report**

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**SAN LUIS OBISPO COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

Paavo Ogren, Director

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**TO: Nacimiento Project Commission**

**FROM: Tom Trott, Utilities Capital Projects Manager**

**VIA: Dean Benedix, Utilities Division Manager**

**DATE: April 19, 2012**

**SUBJECT: Fiber Optic Pull Box Modification Project Status Update**

**Purpose**

To provide your Commission with a status summary of the Nacimiento Water Project Fiber Optic Pull Box Modification Project, Contract No. 300459.

**Discussion**

Construction for the Nacimiento Water Project Fiber Optic Pull Box Modification Project (Project) is now complete. The Project consisted of fortifying 169 existing Nacimiento Water Project (NWP) fiber optic pull boxes to protect the pull boxes from rodent intrusion. In the past, rodent intrusion has resulted in damage of the exposed fiber optic lines within two boxes, resulting in approximately \$50,000 in repair costs. Fortification activities included installing a wire mesh base lined with concrete, grouting voids around pipe penetrations into pull boxes and sealing open ended conduits. The attached photographs illustrate this work.

The Contractor, MGE Underground, began work on January 24<sup>th</sup> and completed work on March 1<sup>st</sup>, eight days ahead of the originally anticipated schedule. The contractor modified 24 at grade pull boxes (8 less than shown on the NWP as-built drawings) and 145 below grade pull boxes (6 more than shown on the NWP as-built drawings). NWP as-built drawings will be

revised to reflect the actual pull box locations/types encountered in this project. Project cost information is as follows:

Construction Contract

Original Construction Contract Price	\$ 91,790	
<u>Original Construction Contingency</u>	<u>\$ 18,000</u>	
Total		\$109,790
Final Construction Contract Cost	\$ 89,631	

Project Budget

Original Project Budget	\$183,018
<u>Anticipated Final Project Cost</u>	<u>\$150,000</u>
Anticipated Project Savings	\$ 33,018

This Project completes fortification of all fiber optic pull boxes located in the north and south NWP pipeline sections, providing rodent intrusion protection of all remaining unfortified NWP fiber optic pull boxes. Similar pull box modifications were previously performed on the central NWP pipeline section.

Attachments:

- (1) Rodent Intrusion Pull Box Photographs
- (2) Below Grade Pull Box Photographs
- (3) At Grade Pull Box Photographs

File: 300459

**Attachment 1**  
**Rodent Intrusion Pull Box Example**

Some of the pull boxes already showed signs of rodent/gopher intrusion, but no signs of fiber optic line damage



Pull Box with Gopher Intrusion Evidence



Sealed and Repaired

## Attachment 2 Below Grade Pull Box Example

Below grade pull boxes were generally found buried at a depth varying from 6 inches to 4 feet. Each box required a wire mesh and concrete bottom as well as grouted conduit insertion holes.



Bollard marking the location of a below grade pull box.



Below grade pull box prior to retrofitting



Below grade pull box after retrofitting

### **Attachment 3 At Grade Pull Box Example**

These at grade pull box repairs were the same as the below grade except no digging was required. Each box required a wire mesh and concrete bottom as well as grouted conduit insertion holes.



Bollard marking the location of an at grade pull box.



At grade pull box prior to retrofitting



At grade pull box after retrofitting

Nacimiento Project Commission  
April 19, 2012  
Agenda Item 4.b – Invasive Species Prevention Program

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Paavo Ogren, Director

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**TO: Nacimiento Project Commission**

**FROM: Carolyn Berg, Utilities Division Staff Engineer**

**VIA: Dean Benedix, Utilities Division Manager**

**SUBJECT: Invasive Species Prevention Program**

**DATE: April 19, 2012**

**Recommendation**

Receive the following status update on invasive species prevention efforts.

**Discussion**

On February 23, 2012, your Commission endorsed approval of TJ Cross Amendment No. 4 and supported the concept of a Resident Vessel Program. District staff has worked with representatives of Monterey County and the Nacimiento Regional Water Management Advisory Committee (NRWMAC) to get policy support of this program element from the following:

- District Board of Supervisors (March 6, 2012, along with the TJ Cross amendment approval)
- Monterey County Water Resources Agency (MCWRA) Reservoir Operations Committee (March 1, 2012) and Board of Directors (March 26, 2012)

- *Monterey County Parks Department (MCPD) establishment of program standards, including acceptance of the Resident Vessel Program (still pending)*

District staff and TJ Cross Engineers have moved forward with readying the prevention program for implementation under a condensed schedule (see attached). The staff-level working group will continue to work on specific details of the 2012 Mussel Prevention Program and the Resident Vessel Program (RVP). Current efforts are on schedule to meet the 2012 Prevention Program start date (Memorial Day Weekend). Major activities slated to occur prior to that date:

- Finalize RVP
- Finalize general 2012 Mussel Prevention Program with Monterey County
- Finalize and distribute public information materials
- Finalize, order and distribute program materials (e.g. permits, stamps, signage)
- Enroll communities/ privately owned launch ramps in RVP; subsequently, enroll eligible residents associated with these ramps in the program
- Schedule and begin conducting Level I Screener/ Inspector trainings
- Schedule and begin conducting Mussel Awareness Class (RVP) with NRWMAC

### **Financial Considerations**

Prevention program costs are included in the approved FY 2011-2012 budget and are included in the FY 2012-2013 proposed budget. The costs will be funded in the Nacimiento Operation and Maintenance Fund (2200002000).

### **Summary**

Continuing support of the invasive species prevention efforts will ensure a healthy, safe, well-governed community.

Attachments:        Prevention Program Work Plan, Rev03

File:    E.5.4.3.1

N:\NWP\Technical Support Group\2012-04-12\InvasiveSpeciesPreventionStaffReport.doc

**DRAFT 4/2/2012**

**Lake Nacimiento and San Antonio  
2012 Invasive Species Prevention Program**

◆ TJCross Authorization  
◆ SLO County BOS Approve RVP  
◆ MCWRA Directors Approve RVP  
◆ MCPD establish program standards, including RVP  
◆ PROGRAM START DATE  
◆ MEMORIAL DAY

	5	12	19	26	2	9	16	23	30	7	14	21	28
	March			April				May					
	Schedule Meetings with Various Private Ramps												
	Continue Private Ramp Outreach Update Vessel Screening Permit (need Res Vessel Pass and Banding artwork, confirm 14-day, etc.)												
	Print and distribute Vessel Screening Permits to Private Ramp Coordinators												
	Final media distribution list												
	Prepare media releases												
	Begin broadcasting ads												
	Circulate press release for approval												
	Press release												
Boater Education	Finalize Resident Vessel Program for 2012 boating season												
	Design Resident Vessel Pass: Determine if more stamps are needed												
	Order stickers/ stamps												
	Send brochures and private ramp information packets out for public use (email)												
	Update and revise brochures and private ramp information packets												
Signage and Layout	Prepare signage based on standards and protocol												
	Order signs												
	Erect signs												
	Install gates, signage, striping and shade structures for public ramps												
	Final layout at public ramps												
	Prepare and update materials for Level I training to include Res Vessel Pass and banding												
	Provide Level I training												
Training Program	Prepare and review training material for Residential Vessel Pass												
	Provide Mussel Education Classes for Residential Vessel Permits												
	Prepare refresher materials to include any updates to program												
	Email out refresher materials to Level I inspector/screeners												
	Review materials												
	RD - Attend Level II Training												
Banding and Vessel Tracking Programs	Prepare standards and protocol for banding at both public and private ramps												
	Order bands												
	Training for band usage												
Funding	SLO Budget request for fiscal year 2012/13												
	Final Budget Breakdown and funding sources recommendation by Commission												
MCPD Recruitment	Monterey County - Recruiting and Advertising for Personnel												
	Hire Personnel												
	Train New Personnel												
	PROGRAM START DATE												

Nacimiento Project Commission  
April 19, 2012  
Agenda Item 4.c – ASCE National Award

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**TO: Nacimiento Project Commission**  
**FROM: Scott Duffield, Utilities Project Manager**  
**VIA: Dean Benedix, Utilities Division Manager**  
**DATE: April 19, 2012**  
**SUBJECT: ASCE National Award**

**Purpose**

To provide your Commission with a status of the Nacimiento Water Project's nomination for the American Society of Civil Engineers, Outstanding Civil Engineering Achievement (OCEA) Award 2012.

**Discussion**

The winner of the 2012 OCEA award was announced at the OPAL Gala on March 22, 2012 in Washington, D.C. The winner was the Hoover Dam Bypass/Mike O'Callaghan-Pat Tillman Memorial Bridge. To see the award finalists' introduction videos and the winner's acceptance speeches from the 2012 OPAL Gala, go to:

<http://www.asce.org/ContentWide.aspx?id=25769807616>

Nacimiento Project Commission  
April 19, 2012  
**Agenda Item 4.d – MCWRA Reservoir Release Update dtd April 5, 2012**

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Verbal Report Only

# Nacimiento Project Commission

April 19, 2012

## Agenda Item 7.a – FY 2012/13 Nacimiento Water Operating Fund Budget

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## SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

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**TO:** Nacimiento Project Commission  
**FROM:** Will Clemens, Public Works Administrator  
**VIA:** Dean Benedix, Utilities Division Manager  
**DATE:** April 19, 2012

The 2012/13 Proposed Operating Budget was presented to the TSG and Finance Committee March 8, 2012. As per the discussion and direction given, the following areas were looked at for cost savings and the following changes made:

- **Water Quality Lab Efforts** – It has been determined that this area of the budget will remain at budgeted amounts.
- **Conversion of Nacimiento Water Project Manager to Utility Operations Staff** – No change, just a note as to the savings realized by the transition.
- **Environmental Mitigation Efforts** – The \$43,700 budgeted will now be paid for out of the Construction Fund savings rather than out of the operations budget, until such time that construction funding is exhausted.
- **Operator and Office Engineering Efforts** – With the Districts continued review of operating history an additional savings of \$76,600 was factored in to the budget.

These reductions will bring the adjusted proposed budget for Operations and Maintenance expenditures down an additional 5% for a total reduction of 19% rather than the original 14% reduction.

The revised proposed FY 2012/13 Operation and Maintenance budget will be presented to the Commission during their Special meeting April 19, 2012 for approval.

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**Agenda Item 7.b – Fiber Optic MOU draft Staff Report**

**TO: Nacimiento Project Commission**

**FROM: Dean Benedix, Utilities Division Manager**

**SUBJECT: Discussion of Provisions of the draft Memorandum of Understanding of the Fiber Optic Communication Element for the Nacimiento Water Project, Between the San Luis Obispo County Flood Control and Water Conservation District and San Luis Obispo County**

**DATE: April 19, 2012**

**Recommendation**

It is our recommendation that the Nacimiento Project Commission:

1. Discuss revenue sharing to 3<sup>rd</sup> parties, adoption of policy position regarding net revenues, and provide input to District staff regarding provisions of the draft Memorandum of Understanding of the Fiber Optic Communication Element for the Nacimiento Water Project, between the San Luis Obispo County Flood Control and Water Conservation District and San Luis Obispo County.

**Discussion**

During the Nacimiento Water Project (Project) design phase, the San Luis Obispo County General Services Agency (County) expressed interest in having a dedicated number of fiber optic strands installed in conjunction with the Project fiber optic system. The County identified that it would benefit the public to install an additional seventy two (72) strands in combination with the Project's twenty four (24) strands. The County also identified three possible loop connections with existing fiber optic lines that could be used to provide redundancy and backup capabilities to both the Project and County communications. It was agreed that a Memorandum of Understanding between the County and the San Luis Obispo County Flood Control and Water Conservation District (District) be crafted.

The Project fiber optic system consists of two components; (1) the fiber optic cable, hardware, and accessories (cable) component, and (2) the fiber optic conduit (conduit) component. The total number of fiber optic strands installed by the Project is ninety six (96).

Significant terms of the final draft of the MOU include:

1. County shall share cost of the design and construction of the fiber optic system as follows:
  - Pay one-half of the cost of the spare conduit
  - Pay the incremental cost of the fiber optic cable for the additional 72 strands requested by the County
  - Pay a portion of the design and administration costs
2. District owns all of the fiber optic cable, hardware, and accessories component.
3. To the extent any third party revenues are generated from the use of strands 1-24 of the fiber optic cable component, any and all revenues shall be paid to the District. To the extent any third party revenues are generated from the use of strands 25-96 of the fiber optic cable component, any and all revenues shall be paid to the County.
4. The District reserves the final decision on all matters relating to the utilization of the fiber optic cable, hardware, and accessories component.
5. County shall pay a pro rata share of operation, maintenance, and replacement costs as follows:
  - Cable component – 72/96<sup>th</sup>
  - Conduit component – 50%
6. The County shall pay all costs of any upgrades to the cable component if the upgrades only benefit the County. The District shall pay all costs of any upgrades to the cable component that only benefits the District. The County and District shall each pay a pro rata share of all costs of any upgrades to the cable component that benefits both parties.
7. The County and the District shall equally share the costs of any upgrades to the conduit component.

The primary issue of concern regarding the draft MOU which was discussed at the April 12, 2012 Technical Support Group was the provision included in Paragraph 5.A. regarding revenues generated from strands 25-96 being paid to the County. Since the Project paid for the majority share of the design, construction and installation of the fiber optic infrastructure, and the County only paid an incremental cost for the additional 72 fiber strands, the TSG members recommended that the Project share in any net revenue generated from use of the County's 72 strands. The TSG recommended that a minimum of 10% of the net revenue be returned to the Project, with a larger percentage of the net revenue generated seeming more

reasonable and appropriate. District staff requests your Commission to discuss the issue of revenue sharing and adopt a policy position for staff's use in finalizing this MOU issue.

Other suggestions the TSG provided to staff for consideration included the following:

- a. Add a Recital introduction section stating the purpose, background, cost of installation, and other salient information regarding the fiber optic system and its intended use.
- b. Clarify that revenues paid to the District shall mean paid to the "District to offset any and all costs incurred by the Project and the Project Participants".
- c. Add a provision requiring the District and County to notify the other whenever repairs, maintenance, modifications or improvements are made to either's cable, conduit or system components.
- d. The TSG will provide additional suggestions for consideration to District Staff by April 20 after further detailed review of the draft MOU.
- e. The TSG did not recommend approval of the MOU by your Commission in its current form.

### **Other Agency Involvement**

The Nacimiento Participants, San Luis Obispo County Flood Control and Water Conservation District, County of San Luis Obispo General Services Agency, and County Counsel are involved in the MOU. The MOU will be presented to the County and District's Board of Supervisors for approval at the earliest opportunity, anticipated to be in May 2012.

### **Financial Considerations**

The County paid a total of \$632,000, towards the fiber optic system installed with the Project based on the terms outlined in the MOU and as approved by the Commission on October 26, 2006.

### **Results**

Discussion of MOU revenue sharing to 3<sup>rd</sup> parties, adoption of a policy position regarding net revenues and providing input to District staff will enable District and County staff to finalize the MOU between the District and County and will formalize each Agency's responsibilities, benefits and rights for fiber use. This will result in a cooperative and coordinated management and use of this facility, contributing to the District and County Community wide goals of providing a safe, prosperous, and well governed community.

**MEMORANDUM OF UNDERSTANDING  
OF THE  
FIBER OPTIC COMMUNICATION ELEMENT  
FOR THE  
NACIMIENTO WATER PROJECT**

BETWEEN THE  
SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND  
SAN LUIS OBISPO COUNTY

This Memorandum of Understanding (MOU) is entered into this 3rd day of April, 2012 by and between the San Luis Obispo County Flood Control and Water Conservation District (District) and San Luis Obispo County (County) regarding the joint-use of the Fiber Optic Communications Element associated with the District's Nacimiento Water Project (Project), installed via Construction Contract Numbers 300187.08.02 – Facilities, 300187.08.03 – Pipeline North, 300187.08.04 – Pipeline Central, and 300187.08.05 – Pipeline South (herein known in aggregate as the "Project's Construction Contracts".)

1. Definitions

A. Fiber Optic Communication Element – the fiber optic system which includes the following:

- i. Fiber Optic Cables, Hardware, and Accessories (herein referred to as the "Cable Component") – includes a multi-strand single mode fiber optic cable, and further includes all splices, terminations, patch panels, splice drawers, and any and all other items associated with the connectivity of the fiber optic cable system. In general, the Cable Component is the single mode fiber optic cable and the fiber optic splice cases. The fiber optic patch panels, the fiber optic splice drawers, and the fiber optic jumper cables (patch cords) are not included in this agreement; as these items are not shared between the District and the County.
- ii. Fiber Optic Conduit System (herein referred to as the "Conduit Component") – includes two fiber optic conduits consisting of 1.25-inch diameter high-density polyethylene conduits installed in open trenches

Nacimiento Water Project  
Fiber Optic Communication Element System MOU

and 1.5-inch diameter hot-dipped galvanized steel conduit installed at tunnel crossings of roads and streams, and incorporated with the conduits are both buried and at-grade pull boxes, marker posts, control panel boxes, junction boxes, mule tape, buried warning tape, tracer wire, and EMS locator balls. The two fiber optic conduits that constitute the Conduit Component are currently configured as follows:

- a. One conduit installed with the Cable Component described above.
- b. One spare conduit (currently containing a mule tape with tracer wire).

B. Upgrade – shall mean modifications, changes, enhancements, or any other such alterations to any portion of the Fiber Optic Communication Element.

C. Lateral or Lateral Segment – shall mean a single conduit or conduits, as the case may be, and associated fiber optic cabling connections that are constructed or created for the purpose of extending the Fiber Optic Communications Element from an agree-to access point. Unless otherwise agreed in writing, the Lateral Segment shall be owned and operated by the creating party and are not part of this agreement.

## 2. Project Background

The Project conveys up to 15,750 acre feet of water per year from Lake Nacimiento to local water agencies within the District's boundaries. The Project consists of 45 miles of pipeline, with storage tanks, pump stations and appurtenant facilities, including the Supervisory Control and Data Acquisition (SCADA) system and the corresponding Fiber Optic Communication Element. The Project requires 24 fiber optic strands. Construction of the Project occurred from 2007 through 2010.

On January 6, 2004, the District's Board of Supervisors (District's Board) certified the Final Environmental Impact Report on the Project, adopted the Notice of Determination, and directed staff to conduct those actions needed to implement the raw water

Nacimiento Water Project  
Fiber Optic Communication Element System MOU

alternative. The District's Board executed agreements with the Project Participants (Participants), which include the City of Paso Robles, Templeton Community Services District, Atascadero Mutual Water Company, and the City of San Luis Obispo on August 17, 2004, and the County Service Area No. 10, benefit Zone A on October 24, 2006.

3. Fiber Optic Joint-Use Background

The County of San Luis Obispo General Services Agency – Information Technology (GSA-IT) is governed by the County's Board of Supervisors (County's Board). The GSA-IT is responsible for countywide public communications systems, especially those used in support of emergency and other vital public services. The GSA-IT expressed interest in having a dedicated quantity of fiber optic strands installed in conjunction with the Project's Fiber Optic Communication Element. GSA-IT would network County and city emergency services and public facilities with the fiber optic strands.

A meeting between the County's GSA-IT staff and the Public Works Department (i.e. Project staff) was held on August 22, 2006. GSA-IT identified a public benefit associated with installation of an additional 72-strand cable in combination with the Project's 24 strands. A follow-up design meeting with the Project's design team and the GSA-IT was held on September 14, 2006. GSA-IT identified several possible loop connections with existing fiber optic lines to which they have access that could be used to provide redundancy and backup capabilities to both the Project's and GSA-IT's communications.

The GSA-IT staff agreed to share the cost of design and construction of the Fiber Optic Communication Element, with the District, as follows:

- (A) pay one-half of the cost of the spare fiber optic conduit placed the entire length of the Project's pipeline,
- (B) pay the incremental cost of the Fiber Optic Communication System for installing the additional 72 fiber optic strands, and

Nacimiento Water Project  
Fiber Optic Communication Element System MOU

(C) pay part of the design and administrative costs during the design and construction phases.

Furthermore, it was agreed at this meeting that this MOU between the County and the District be structured to describe the intended use of the Project's Fiber Optic Communication Element by the County.

4. Beneficial Purpose of Joint-Use Fiber Optic Communication Element

Both the District and the County recognize a benefit to the public whereby the District can communicate with all Project facilities along the pipeline and the County can communicate with various County and local community facilities near where the Project's pipeline is routed. Coordinated fiber optic communication system installation and operation in conjunction with the Project will strengthen the County's emergency and vital service communications systems. This enhancement will be implemented by the County's GSA-IT. A subsequent benefit of this joint endeavor is the avoidance of a future full-length disruption of the public right-of-way that would be involved if an independent County fiber optic system were installed at a future time. Further, both parties agree that the work to be performed under this MOU is in the best interest of the public, the Project, the County, and the District.

5. Terms

Upon agreeing to this MOU, both the County and the District agree to adhere to the terms as follows.

- A. Ownership and Fiber Optic Strand Quantity. The District owns all of the Fiber Optic Communication Element installed during the construction of the Project. Initially, the Cable Component was installed containing 96 fiber strands of which 24 (Strands No. 1 through 24) are for use by the Project and 72 (Strands No. 25 through 96) are for use by the GSA-IT. The District's pro rata share of the Cable

Nacimiento Water Project  
Fiber Optic Communication Element System MOU

Component is 24/96<sup>th</sup>. The County's pro rata share of the Cable Component is 72/96<sup>th</sup>. The 96-strand cable is installed within the Conduit Component.

To the extent that any 3<sup>rd</sup> party revenues are generated from the use of strands 1-24 of the Fiber Optic Communication Element, those revenues shall be paid to the District. To the extent that any 3<sup>rd</sup> party revenues are generated from the use of strands 25-96 of the Fiber Optic Communication Element, those revenues shall be paid to the County.

B. District's Granting of Rights and Authority. The District, in consideration for \$632,000 paid by the County, grants certain rights to the County herein described below. The District, delegated by the District's Board to the Public Works Director, will work to meet the needs of the County to the maximum degree possible. The Public Works Director reserves the final decision on all matters relating to the utilization of the Fiber Optic Communication Element, including but not limited to, the operation, maintenance and/or replacement, and upgrades. The Public Works Director will coordinate, when necessary, with the GSA-IT on all of matters associated with the Fiber Optic Communication Element. The County may appeal any final decision made by the District to the District's Board.

C. County's Use Subject to the provisions of this MOU and any other applicable state law, federal law, local law, and any rights-of-way restrictions associated with the Project, the County may use Strands No. 25 through 96 of the Fiber Optic Communication Element and the associated splice trays, splice cases, and pull boxes.

D. Cost Sharing for Future Operation and Maintenance and/or Replacement. The County and the District will each bear a share of future cost for the Fiber Optic Communication Element's operation and maintenance costs and/or replacement costs, as described herein below, as of the date of this agreement.

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Future Cost Items	District's Share of Future Costs	County's Share of Future Costs
<u>Cable Component</u> Operation and Maintenance (Note 1) Replacement (Note 1)	24/96 <sup>th</sup> 24/96 <sup>th</sup>	72/96 <sup>th</sup> 72/96 <sup>th</sup>
<u>Conduit Component</u> Operation and Maintenance Replacement	50% 50%	50% 50%

Note 1: Share of future costs for Cable Components equals the prorated share based on the total number of fiber optic strands, and in the future, this quantity may change and if it does, then the values in this table shall be modified to reflect that changed quantity.

E. Cost Sharing for Future Cable Component Upgrades. The County shall bear all costs of any County Upgrades to the Cable Component that only benefits the County. The District shall bear all costs of any District Upgrades to the Cable Component that only benefits the District. The County and District shall pay the pro rata share of all costs of any Upgrades to the Cable Component that positively affect the connectivity to both parties and/or jointly benefits both parties.

Neither the County nor the District shall initiate an Upgrade to any portion of the Fiber Cable Component without prior agreement from the other party, which shall not be unreasonably withheld. Should such an Upgrade be completed without prior agreement, the initiating party shall bear the full costs of such Upgrade and be entitled to the exclusive use of such Upgrade.

Cost Sharing for Future Conduit Component Upgrades. The County and District shall equally share in all costs to Upgrade the Conduit Component as the Conduit Component is understood to benefit both parties equally.

Neither the County nor the District shall initiate an Upgrade to any portion of the Conduit Component without prior agreement from the other party, which shall not be unreasonably withheld. Should such an Upgrade be completed without prior

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agreement, the initiating party shall bear the full costs of such Upgrade and be entitled to the exclusive use of such Upgrade.

F. Annual Budget Obligations. The District shall budget for and pay for the full cost of operation, maintenance and/or replacement costs of the Fiber Optic Communication Element.

i Operations, Maintenance and/or Replacement - The District shall provide the County with an estimate of the County's share of operation, maintenance and/or replacement costs for the subsequent fiscal year. The County shall be obligated to reimburse the District with payment for its share of the operation, maintenance and/or replacement costs actually realized by the District which are the responsibility of the County.

ii Upgrades – The District and County will work cooperatively to include any upgrades developed and agreed upon pursuant to Section 5(F) of the MOU within the County and District budgets, as may be applicable.

G. County's Source of Funding. The County will provide its own funding source for all costs reimbursable to the District.

H. Spare Fiber Optic Conduit. Both the District and County agree to coordinate with each other before the parties utilize any part of the spare conduit of the Conduit Component. The use of the spare fiber optic conduit shall be documented within a joint memorandum signed by both parties identified under the paragraph titled "Notices", said document to include the reason for the uses of the spare conduit, the expected length of time for that use, any and all expectations and limitations associated with that use, and any other important matters of business that will provide clear understanding.

I. County's Access to Cable Component. The County's access to the Cable Component is limited to areas along the public right-of-way, unless agreed to in

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writing with the District. The locations agreed upon to be the County’s access point to the County’s 72 fiber strands are at or near the following locations:

<u>Location</u>	<u>Pipeline Station No.</u>	<u>GPS Coordinates</u>
Hwy 46 Underpass – Paso	1001+00	35°38’40.55”N, 120°40’56.51”W
13 <sup>th</sup> St. Bridge – Paso	1058+81	35°37’41.73”N, 120°41’ 1.15”W
Templeton Rd. - Templeton	1402+75	35°32’23.10”N, 120°42’ 4.72”W
Hwy 41 – Atascadero	1625+20	35°30’17.36”N, 120°39’10.33”W
Stenner Creek – SLO	T11 - CP 2	35°19’10.50”N, 120°40’54.79”W

The District has provided at least 50 feet of cable slack and complete splice of the fiber optic cable at these locations; except at Hwy 46 Underpass – Paso (1001+00). At Hwy 46 Underpass – Paso, the District allows the County to move all of the cable slack from both pull boxes located at pipeline stations 994+00 and 1007+98 into the pull box at station 1001+00; and the District allows the County to add a cable splice for all 96 strands. The County’s access point at Stenner Creek is not a pull box but Control Panel 2 in Turnout 11. The County will bear all costs to access and terminate to the County’s 72 fiber optic strands at these access points.

Either party may, at its own cost and discretion and without prior notice extend the Cable Component through the creation of Lateral Segments. The District may add, remove, or modify Lateral Segments to its portion of the Cable Component provided it does not affect the County. The County may add, remove, or modify Lateral Segments to its portion of the Cable Component provided it does not affect the District.

- J. District’s Connectivity to County Network System. The District’s Fiber Optic Communication Element may connect into the County’s computer network system and be given access to County information technology assets (e.g., e-mail, timesheet, accounting, network storage, internet, etc.) GSA-IT and District staff will coordinate the technical support necessary for these connections. Compensation to the County by the District will be in accordance with the budget that is annually adopted by both the County’s and District’s Board.

6. Modification

Modifications altering this MOU shall only be affected by written amendments between the County and the District. The District's Board and the County's Board hereby delegates to the Public Works Director and the General Services Agency Director, respectively, or their designee, the authority to sign amendments to this MOU that make reasonable modifications so long as said amendments are approved as to form by the Office of County Counsel.

7. Effective Date

The effective date of this MOU is the date first above written.

8. Termination Date

The termination of this MOU shall require the mutual consent of the District and the County.

9. Assignment

The provisions of this MOU shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this MOU, or any part hereof or interest herein, shall be valid until and unless approved by the District and the County. The District's Board delegates to the Director of Public Works, or his/her designee and the County's Board delegates to the Director of the General Services Agency or his/her designee, the authority to approve any assignment of this MOU so long as said assignment documents are approved as to form by the Office of the County Counsel.

10. Notices

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Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and sent as follows:

To the District:

Director  
Department of Public Works  
Nacimiento Water Project  
San Luis Obispo County  
County Government Center, Room 207  
San Luis Obispo, CA 93408

To the County:

Director  
General Services Agency  
Nacimiento Water Project  
San Luis Obispo County  
County Government Center, Room 400  
San Luis Obispo, CA 93408

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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first hereinabove written.

**SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Chairperson of the Board  
San Luis Obispo County Flood Control and Water Conservation District,  
State of California

Date: \_\_\_\_\_

**SAN LUIS OBISPO COUNTY**

By: \_\_\_\_\_  
Chairperson of the Board  
San Luis Obispo County,  
State of California

Date: \_\_\_\_\_

**ATTEST:**

JULIE L. RODEWALD  
County Clerk and Ex-Officio Clerk of the Board of Supervisors, San Luis Obispo County Flood Control and Water Conservation District,  
State of California

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**ATTEST:**

JULIE L. RODEWALD  
County Clerk and Ex-Officio Clerk of the Board of Supervisors, San Luis Obispo County,  
State of California

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

WARREN JENSEN  
District Counsel

By: \_\_\_\_\_  
Deputy District Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

WARREN JENSEN  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_