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SLO LAFCO - Serving the Area of San Luis Obispo County

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TO: MEMBERS OF THE COMMISSION

FROM: ROB FITZROY, EXECUTIVE OFFICER

DATE: MARCH 17, 2022

SUBJECT: LAFCO FILE 1-O-22: OUTSIDE USER AGREEMENT BETWEEN CITY OF PISMO BEACH AND COASTAL CHRISTIAN SCHOOL (EMERGENCY WATER)

Recommendation. It is respectfully recommended that the Commission consider taking the following actions.

Action 1:

Acting as Responsible Agency find, by motion, that the environmental documentation adopted by the County (Mitigated Negative Declaration Addendum) is adequate to meet the requirements of the California Environmental Quality Act (CEQA), as provided in Attachment C.

Action 2:

Approve by resolution the Outside User Agreement (Attachment D) for emergency water only between the City of Pismo Beach and Coastal Christian School, with the following conditions:

1. The final Outside User Agreement shall be provided to the LAFCO Executive Officer and shall be in substantial conformance with the draft attached hereto.
2. This condition applies to the extent allowed by law. The applicant agrees to defend, indemnify, hold harmless and release the San Luis Obispo Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on the proposal or on the environmental documents submitted to or prepared by LAFCO in connection with the proposal. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees, and expert witness fees that may be asserted by any person or entity, including the Applicant, arising out of or in connection with the application. In the event of

such indemnification, LAFCO expressly reserves the right to provide its own defense at the reasonable expense of the applicant.

PROJECT OVERVIEW

Project Proponents:

City of Pismo Beach

Certificate of Filing:

Issued on February 14, 2022.

Acreage and Location:

The territory proposed for an outside user agreement (OUA) is the Coastal Christian School site located on 1005 N. Oak Park Boulevard in Pismo Beach. The property is approximately 23.7 acres within unincorporated County but within the City of Pismo Beach's Sphere of Influence. A vicinity map is shown in Attachment A.

APN:

079-261-012

Timeline:

In May 2021, the County of San Luis Obispo, as Lead Agency, approved a new Conditional Use Permit and adopted an addendum to the negative declaration for the Coastal Christian School (County File No. DRC2020-00144). As Responsible Agency, LAFCO will be relying upon the Negative Declaration for compliance with CEQA.

In November 2021, the City approved Resolution 2021-092 (Attachment B) initiating proceedings for the proposed OUA before LAFCO today.

On January 25, 2022, the City applied to LAFCO with the OUA proposal.

On February 14, 2022, within the 30-day response requirement period, staff deemed the application to be complete and a Certificate of Filing was issued to the applicant.

Background:

The Coastal Christian School was granted a Conditional Use Permit by the County of San Luis Obispo in 2012 to construct private educational school buildings and ancillary outdoor facilities

for transitional kindergarten through the twelfth grade. The County conditioned the project such that it was required to obtain water from private on-site wells from within the property. Among other County conditions the school was required to obtain an OUA for municipal wastewater services from the City of Pismo Beach. This OUA application for wastewater service from the city was approved by LAFCO in August 2013. The campus opened in 2014. The master plan envisioned the school's campus being developed in two phases. Phase I has been constructed and includes the current classrooms, offices, sports courts, and supporting infrastructure. Phase II will include a multipurpose building which will house a gymnasium, twelve classrooms, an administrative office, and a kitchen, as well as sports fields. Some revisions were desired for Phase II, and the applicant obtain a new Conditional Use Permit from the County in May 2021 that included some revisions to the originally approved Phase II of the project. Overall, the revised project approved by the County in May 2021 would result in a reduction in overall development intensity. The County adopted an addendum to the previously prepared Mitigated Negative Declaration, which essentially concluded that the revised project would not have any new physical environmental impacts, refer to Attachment C.

Proposed Emergency Water System:

The current water system for the campus consists of five 5,000-gallon tanks which supply a total of 25,000 gallons for fire suppression and a separate tank for domestic water use. To meet fire suppression requirements for Phase II, the fire system must be able to provide 1,500 gallons per minute (gpm) for two hours. The onsite well can only provide a maximum of 70 gpm, which means the school's current water system will require a 180,000-gallon reservoir for fire suppression storage. However, if the school is able to utilize the City's water system, it would only need to construct two additional 5,000-gallon tanks for fire suppression storage.

If the OUA is approved by LAFCO, the school's fire suppression system would be connected to the City's water system via a 6-inch water meter and any water used would be billed at an outside user's rate (if emergency water is ever used), which is higher than water delivered within the City's boundaries to account for the additional costs associated with serving an outside user. Once the two new 5,000 gallon fire suppression tanks are constructed, they would be filled from the school's existing well. A float valve would be installed in the fire suppression tanks that would turn on the City's water supply only if the level in the tanks drop below a predetermined level, which would only occur if there was a fire that required the use of the onsite fire hydrants.

Draft OUA:

The draft OUA is provided in Exhibit A of Attachment D. In summary, the OUA stipulates the following.

1. The City will provide water service for fire suppression only as long as the Coastal Christian School install all the infrastructure needed to provide said service.

2. The location of any water improvements for fire suppression, including a water meter to ensure water is only taken during such time the on-site well is unable to provide adequate fire suppression storage and flow.
3. Terms and Conditions on use of water for fire suppression.

ACTION 1 | ENVIRONMENTAL DETERMINATION

Environmental Determination:

The revised Conditional Use Permit was approved with an Addendum to the original Mitigated Negative Declaration. Per the requirements of CEQA, a Responsible Agency relies on the Lead Agencies environmental documentation to approve the portion of the project under its jurisdiction. LAFCO acting as Responsible Agency will rely upon the Mitigated Negative Declaration Addendum for compliance with CEQA with respect to the OUA for emergency water use. Staff has determined that the Mitigated Negative Declaration Addendum is adequate for the proposed action before LAFCO.

In summary, the Lead Agency may prepare an addendum to an adopted negative declaration where all of the following apply: 1) only minor technical changes or additions are necessary; 2) no substantial changes have been made or occurred that would require major revisions to the Negative Declaration due to either new significant effects or substantial increases in the severity of previously identified significant effects; 3) substantial changes have not occurred with respect to the circumstances under which the project is undertaken; 4) new information of substantial importance which was not known or could not have been known at the time of the adopted Negative Declaration.

Based on the County's determination all the above conditions applied. The basis for this conclusion is described in Attachment C. In addition, please refer to the original Mitigated Negative Declaration for further discussion about all potentially significant issues originally identified for the proposed project also found in Attachment C.

ACTION 2 | OUTSIDE USER AGREEMENT

The Cortese-Knox-Hertzberg Act, Government Code Section 56133, states that:

“(a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundaries only if it first requests and receives written approval from the commission of the county in which the affected territory is located.”

“(b) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.”

On January 25, 2022, the City of Pismo Beach submitted the application to LAFCO. The intent of the OUA is to provide emergency water for fire suppression purposes only. Per government code section 56133, as stated above, LAFCO approval would be necessary to proceed with providing Coastal Christian the service. It is important to note that the property is within the City's SOI and by default, under the SOI, it is eligible for annexation in the future and OUA's are permissible. It should also be noted that the proposed OUA is for emergency purposes only to meet fire flow suppression requirements, it would not be a regular day to day "service" provided by the City. Water supply would continue to be provided by on-site wells as required by the County's Conditional Use Permit. For these reasons, staff has determined that the proposed OUA is consistent with Section 56133.

STAFF RECOMMENDATION

At the conclusion of its consideration, the Commission may approve the request, with or without amendment, wholly, partially, or conditionally, or disapprove the request. The Commission has discretion in light of the whole record to make its decision. If your Commission moves to approve the OUA, staff recommends that one roll call vote be taken for each of the following actions:

Action 1:

Acting as Responsible Agency find, by motion, that the environmental documentation adopted by the County (Mitigated Negative Declaration Addendum) is adequate to meet the requirements of the California Environmental Quality Act (CEQA), as provided in Attachment C.

Action 2:

Approve by resolution the Outside User Agreement (Attachment D) for emergency water only between the City of Pismo Beach and Coastal Christian School, with the following conditions:

1. The final Outside User Agreement shall be provided to the LAFCO Executive Officer and shall be in substantial conformance with the draft attached hereto.
2. This condition applies to the extent allowed by law. The applicant agrees to defend, indemnify, hold harmless and release the San Luis Obispo Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on the proposal or on the environmental documents submitted to or prepared by LAFCO in connection with the proposal. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys' fees, and expert witness fees that may be asserted by any person or entity, including the Applicant, arising out of or in connection with the application. In the event

of such indemnification, LAFCO expressly reserves the right to provide its own defense at the reasonable expense of the applicant.

Attachment A: Vicinity Map

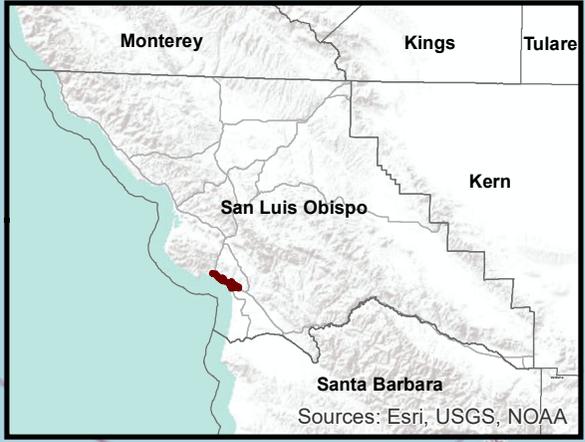
Attachment B: City of Pismo Beach Resolution 2021-092

Attachment C: County Approved Mitigated Negative Declaration & Addendum

Attachment D: Draft LAFCO Resolution with Outside User Agreement attached as **Exhibit A**

Attachment A

Vicinity Map



LAFCO File No. 1-O-22 | OUA for the City of Pismo Beach

- Legend**
-  Sphere of Influence
 -  Service Area
 -  Affected Territory

APNs in Affected Territory: 079-261-012

Acres: 23.7



Prepared By SLOLAFCO
 Name: 1-O-22 OUA-PB-CCS
 Date: 3/1/2022

Attachment B

City of Pismo Beach Resolution 2021-092

RESOLUTION NO. R-2021-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PISMO BEACH, CALIFORNIA APPROVING A REQUEST BY COASTAL CHRISTIAN SCHOOL FOR THE CITY OF PISMO BEACH TO PROVIDE EMERGENCY FIRE SUPPRESSION WATER TO THE SCHOOL'S CAMPUS AT 1005 NORTH OAK PARK BOULEVARD; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COASTAL CHRISTIAN SCHOOL FOR OFF-SITE EMERGENCY FIRE SUPPRESSION WATER SERVICE IF APPROVED BY THE SAN LUIS OBISPO LOCAL AGENCY FORMATION COMMISSION (LAFCO)

WHEREAS, Coastal Christian School is located at 1005 North Oak Park Boulevard outside Pismo Beach city limits, but within its sphere of influence; and

WHEREAS, Phase I of the current campus was opened in 2014 and includes the current classrooms, offices, sports courts, and supporting infrastructure; and

WHEREAS, to meet fire suppression requirements for the campus's Phase II, the fire system must be able to provide 1,500 gallons per minute (gpm) for two hours, which means the school's current water system would require a 180,000-gallon reservoir for fire suppression storage; however if the school is able to utilize the City's water system, it would only need to construct two additional 5,000-gallon tanks for fire suppression storage; and

WHEREAS, the school's fire suppression system will be connected to City's water system via a 6-inch water meter and any water used would be billed at an outside user's rate pursuant to Pismo Beach Municipal Code Section 13.08.140(B); and

WHEREAS, once the two new fire suppression tanks are constructed, they will be filled from the school's existing well and a float valve will be installed that will turn on the City's water supply only if the level in the tanks drop below a predetermined level established by the Director of Public Works/City Engineer that would only occur if there was a fire that required the use of the onsite fire hydrants; and

WHEREAS, Coastal Christian School will be required to pay for all costs associated with permitting and construction of the proposed improvements, including any LAFCO fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pismo Beach hereby approves the request by Coastal Christian School for the City of Pismo Beach to provide emergency fire suppression water to the school's campus located at 1005 North Oak Park Boulevard and authorizes the City Manager to execute an agreement (**Exhibit A**) with Coastal Christian School for off-site emergency fire suppression water service if approved by LAFCO, incorporating among other matters, the requirements set forth in the recitals herein.

UPON MOTION OF Council Member Blake, seconded by Council Member Newton, the foregoing resolution was adopted by the City Council of the City of Pismo Beach this 16th day of November 2021, by the following vote:

AYES: 5 Blake, Newton, Guthrie, Reiss, Waage
NOES: 0
ABSENT: 0
ABSTAIN: 0
RECUSED: 0

Approved:


Ed Waage, Mayor

Attest:


Erica Inderlied, City Clerk



Attachment C

County Approved Mitigated Negative Declaration & Addendum

NOTE: Due to file size, we have only included the Addendum and the Mitigated Negative Declaration can be on the LAFCO website at <http://www.slolafco.com/meetings-in-2022.html>



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
NEGATIVE DECLARATION ADDENDUM

PLN-2041
06/13/2019

ENVIRONMENTAL DETERMINATION NO. ED21-090

DATE: May 18, 2021

PROJECT/ENTITLEMENT: Coastal Christian School Conditional Use Permit Amendment DRC2020-00144

APPLICANT NAME: Coastal Christian School (Tom Dobyns) **Email:** tdobyns53@gmail.com

ADDRESS: 1005 N Oak Park Boulevard

CONTACT PERSON: Carol Florence (Oasis Associates)

Telephone: 805.541.4509

PROPOSED USES/INTENT: Request by COASTAL CHRISTIAN SCHOOL for a Conditional Use Permit (DRC2020-00144) to amend the existing Conditional Use Permit (DRC2008-00021) to allow the following modifications to the previously approved campus masterplan: elimination of all eight development phases, elimination of the 12-year limit to Phase 0 (temporary campus buildings) and allow continued use of the structures, elimination of a secondary access requirement, revision to campus layout with a new (consolidated) 39,103 square foot multi-purpose building, relocation of ancillary outdoor facilities and elimination of sports field night-time lighting and turf installation prohibition. No changes are proposed to previously approved 600 students/50 staff capacity at buildout and granted height exception allowing buildings up to 40 feet (from 35 feet). Requested modifications will result in reduction to previously approved number of building structures, square footage and site disturbance. The project will result in approximately 9.6 acres of site disturbance over a 23.7-acre parcel.

LOCATION: The project is located on the west side of Oak Park Boulevard between James Way and Noyes Road, (at 705 North Oak Park Boulevard). The site is immediately adjacent to the city limits of Pismo Beach and Arroyo Grande. The site is in the San Luis Bay (Inland) Planning Area.

LEAD AGENCY: **County of San Luis Obispo**
Dept of Planning & Building
976 Osos Street, Rm. 200
San Luis Obispo, CA 93408-2040
Website: <http://www.sloplanning.org>

Findings: Per State CEQA Guidelines (Sec. 15164(a), Sec. 15162), the Lead Agency may prepare an addendum to an adopted negative declaration where all of the following apply: 1) only minor technical changes or additions are necessary; 2) no substantial changes have been made or occurred that would require major revisions to the Negative Declaration due to either new significant effects or substantial increases in the severity of previously identified significant effects; 3) substantial changes have not occurred with respect to the circumstances under which the project is undertaken; 4) new information of substantial importance which was not known or could not have been known at the time of the adopted Negative Declaration.

Based on staff's determination that all the above conditions apply, an addendum to the adopted Negative Declaration is appropriate. The basis for this conclusion is described in the following section. In addition, please refer to the original Negative Declaration for further discussion about all potentially significant issues originally identified for the proposed project.

ATTACHMENT 6

Basis for Addendum: The following describes why the proposed changes will not result in any significant additional impact.

The County adopted a Mitigated Negative Declaration (DRC2008-00021 / ED08-078) that analyzed the project's impacts and provided mitigation measures for the following issue areas: 1) aesthetics; 2) biological resources; 3) air quality; 4) noise; 5) transportation/ circulation; 6 water; 7) wastewater; and 8) land use.

Coastal Christian School has requested several amendments to the conditions of approval such as the following: 1) elimination of project phases and time-limits; 2) elimination of the 12-year limit to Phase 0 (temporary campus) and allow for continued use of the modular structures; 3) elimination of secondary access; 4) revision to campus masterplan with a new (consolidated) multi-purpose building and relocation of ancillary outdoor facilities; 5) elimination of sports field night-time lighting; and 6) elimination of turf prohibition and allow turf only on multi-use sports field.

The amended campus masterplan consolidates multiple buildings and sports fields into one multi-purpose building and one multi-use sports field. The proposed modifications result in a smaller building floor area, decreased landscaped areas, and overall development footprint and site disturbance. The conclusions and mitigation measures provided in the Mitigated Negative Declaration (MND) prepared for the original project (DRC2008-00021 / ED08-078) remain adequate for the revised project, with further discussion on several identified impact areas below.

Aesthetics (Light & Glare)

Light and glare impacts from general building exterior and security lighting were identified in the previous environmental review for the DRC2008-00021 CUP and an exterior lighting plan will be required at the time of building permit (Mitigation Measure AE-4/ Condition of Approval 8). Introduction of sports field lighting may increase the identified light and glare impact previously analyzed in the adopted Mitigated Negative Declaration (2008). However, the overall light and glare impacts would not be more severe than previously analyzed due to the following reasons:

1. The amended campus layout consolidated several sports fields into one multi-use sports field, tucked at the rear of the site. Previous masterplan has several sports fields, some located adjacent to the Oak Park Road. The proposed consolidated Multi-purpose building (40' high) will provide partial screening of the night-time glare, as seen from the surrounding residential neighborhoods.
2. The consolidated, multi-use sports field is screened by existing rows of trees, providing natural light diffuser/filters that may help reduce the overall glare.
3. The proposed MUSCO LED lighting is an advanced, sophisticated system that allow uniform throw angle without 'loss' or outward glow compared to older sports field lighting technology.
4. The amended campus, with consolidated multi-use sports field at the rear is a practical site design due to the existing constraints of the site i.e. abrupt shift in terrain, identified geographical and biological concerns.
5. The school is located close to the commercial zone and away from the semi-rural residential neighborhoods. Allowing night-time sports field lighting up to 10pm will be consistent with the general exterior lighting character of the surrounding commercial parcels and school operations.

The impacts from the night-time lighting can be mitigated to a level of less than significant, with Mitigation Measure AE-4, supplemented with a comprehensive sports field lighting plan that meets standards set forth by the Illuminating Engineers Society and International Dark Sky Association (revised Condition 8).

ATTACHMENT 6

Water

The 2008 MND hydrogeologic analysis presented several findings; 1) the existing onsite well is adequate to serve the proposed school, 2) school water demands will not cause deep, confined aquifer to enter a state of overdraft, and 3) the school well will not significantly interfere with Arroyo Grande's municipal wells or domestic wells in the deep aquifer. The main concern identified was potential significant impact arising from assignment of the well or project site's appropriative water rights to the City of Pismo Beach or another municipal entity, which means extraction will not necessarily be limited to the school's demand only. Therefore, the project was required to enter into a restrictive covenant (mitigation agreement) recorded on title (perpetuity) that preclude municipal use of the project site's groundwater. This Mitigation Measure (W-1)/ Condition 22 has been satisfied (Recorded Doc. 2014-001929).

The approved masterplan (2012) included several landscaped areas, which are subject to water saving measures per Condition 7c. Since the previous CUP approval in 2012, the County adopted Model Water Efficient Landscape Ordinance (MWELO) in 2015. This ordinance is a state mandated requirement to increase water efficiency standards for new and retrofitted landscapes through encouraging the use of more efficient irrigation systems, graywater usage, onsite stormwater capture, and limiting usage of turf. Based on the above and additional reasons below, installation of turf in the multi-purpose sports field would not cause a significant increase in impacts to water resource because:

1. The proposed amended campus consolidated multiple sports fields and structures and as such, reduced the overall landscaping areas compared to the previously approved campus layout,
2. The existing well capacity has a production of 70 gpm and is evaluated to be capable of meeting the max day demand of 13,000 gallons/day (at max. school buildout) in less than 3.1 hours (*Water System TMF Report, Wallace Group, April 2021*),
3. The 2008 MND mitigation measure (W-1) / Condition 22 is satisfied and drought tolerant/ native planting and usage of low-flow plumbing fixtures are still valid conditions of the CUP and will be required for the amended project.
4. Installation of the sports field landscaping is estimated to increase water demand by 10,000 to 15,000 gallons/day and the school will provide a separate water storage and plumbing system for turf irrigation so water usage can be separately and closely monitored (*Water System TMF Report, Wallace Group, April 2021*),
5. In severe drought, the School has identified additional water restriction measures such as shower/water usage reduction and kitchen service suspension. Implementation of the identified measures will reduce water demand accordingly (*Water System TMF Report, Wallace Group, April 2021*).
6. The school established a small public water system to the satisfaction of County Environmental Health and is subject to ongoing operation/maintenance report requirements including water quality and serve capacity.

The impacts from the additional turf installation (only on the sports field) can be mitigated to a level of less than significant, with Mitigation Measure W-1/ Condition 22 fulfilled, and expanded water saving requirements in the revised Condition 7c.

Traffic/ Circulation

The previously approved project required a total of 184 car space 19 bicycle spaces by Phase 3 (full buildout campus). With the amended campus design, a new total of 98 parking spaces and 10 bicycles space will be required. The proposed project complies with the parking ordinance by providing 105 parking and 11 bicycle spaces in the revised campus masterplan.

As for the secondary access, Cal Fire code update in 2019 eliminated the need for a secondary access per Section 503.1.2.1 for Maximum Dead End Road Lengths. This is because the project site (23.7 acres) does not exceed the max road length for a parcel larger than 20 acres (*updated CalFire Fire Safety letter date Sept 9, 2020*).

The previously approved project required a traffic signal warrant study to be prepared in Phase 3 (anticipated 600 students/ 50 faculty buildout capacity). With the elimination of development phases, the applicant conducted the study at 550 and 600 student capacity, with a 2% growth rate applied to the overall traffic volume on Oak Park Boulevard. The study concluded no signalization is required at the entrance on Oak Park Boulevard at this moment, and recommends additional signal warrant analysis when enrollment exceeds 550 students (*Central Coast Transportation Consulting, Dec 4, 2020*). Public Works Dept supports the study findings and the amended project because all applicable frontage improvements satisfied till date will support the amended project as proposed (*Public Works, April 2021*).

The amendments requested will not result in any new impacts that has not been identified in the previous environmental review. With the revised project conditions, the mitigation measures in the original Mitigated Negative Dealation still adequately address the issue areas.

Additional Information: Additional information pertaining to this environmental determination may be obtained by contacting the Lead Agency at the above address or telephone number.

ATTACHMENT 6



NEGATIVE DECLARATION & NOTICE OF DETERMINATION

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

976 OSOS STREET • ROOM 200 • SAN LUIS OBISPO • CALIFORNIA 93408 • (805) 781-5600

Promoting the Wise Use of Land • Helping to Build Great Communities

FOR OFFICIAL USE ONLY (MTC)

DATE: October 14, 2010

ENVIRONMENTAL DETERMINATION NO. ED08-078

PROJECT/ENTITLEMENT: Coastal Christian School Conditional Use Permit and Land Use Ordinance Amendment (County File Numbers: DRC2008-00021 and LRP2008-00011)

APPLICANT NAME: Coastal Christian School

ADDRESS: 1220 Farrol Rd., Arroyo Grande, CA 93420

CONTACT PERSON: John Mack

Telephone: 805-440-8812

PROPOSED USES/INTENT: Request by Coastal Christian School for a Land Use Ordinance Amendment (LRP2008-00011) and a Conditional Use Permit (DRC2008-00021) to allow the phased development of a private K-12 school. The proposal would involve an amendment to Section 22.106.020F.2 of the Land Use Ordinance to allow the proposed school to be served by an on-site well, rather than municipal water service. The Conditional Use Permit would authorize grading for (with site disturbance of approximately 15.74 acres) and construction of approximately 85,852 square feet in school buildings and ancillary outdoor facilities (e.g. sports fields, pool, parking lots, gardens, etc.). The proposal also includes a request for an adjustment to the 35-foot height limitation to allow the gymnasium building to have a height of approximately 36 feet, 6 inches. Construction would occur in eight phases over a 10-year period. Upon completion of the first phase, the school will serve approximately 200 students with 20 faculty/staff members; at buildout, the school will serve approximately 600 students with 50 faculty/staff members. The project will result in approximately 15.74 acres of site disturbance over a 26.8-acre parcel. The project is within the Rural Lands land use category.

LOCATION: The project is located on the west side of Oak Park Boulevard between James Way and Noyes Road, (at 705 North Oak Park Boulevard). The site is immediately adjacent to the city limits of Pismo Beach and Arroyo Grande. The site is in the San Luis Bay (Inland) Planning Area.

LEAD AGENCY: County of San Luis Obispo Department of Planning & Building
976 Osos Street, Rm. 200
San Luis Obispo, CA 93408-2040

OTHER POTENTIAL PERMITTING AGENCIES: LAFCO, Regional Water Quality Control Board, County Environmental Health, US Army Corps of Engineers, California Department of Fish and Game

ADDITIONAL INFORMATION: Additional information pertaining to this environmental determination may be obtained by contacting the above Lead Agency address or (805) 781-5600.

COUNTY "REQUEST FOR REVIEW" PERIOD ENDS AT 4:30 p.m. on October 28, 2010

30-DAY PUBLIC REVIEW PERIOD begins at the time of public notification

Notice of Determination

State Clearinghouse No. 2010101031

This is to advise that the San Luis Obispo County _____ as Lead Agency
 Responsible Agency approved the above described project on 12/14/2010, and has made the following determinations regarding the above described project:

The project will not have a significant effect on the environment. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA. Mitigation measures were made a condition of the approval of the project. A Statement of Overriding Considerations was not adopted for this project. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Negative Declaration with comments and responses and record of project approval is available to the General Public at:

Department of Planning and Building, County of San Luis Obispo,
976 Osos Street, Room 300, San Luis Obispo, CA 93408-2040

Schani Siong for
ssiong@co.slo.ca.us
805.781.4374

Michael Conger

County of San Luis Obispo

Attachment D

Draft LAFCO Resolution with Outside User Agreement
attached as Exhibit A

**IN THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA**

Thursday, March 17, 2022

PRESENT:

ABSENT:

RESOLUTION NO. 2022-XX

**RESOLUTION APPROVING AN OUTSIDE USER AGREEMENT
FOR THE CITY OF PISMO BEACH**

The following resolution is now offered and read:

WHEREAS, pursuant to Government Code Section 56133, a request was filed with this Commission to consider an Outside User Agreement (Exhibit A) between the Coastal Christian School and the City of Pismo Beach for the provision of emergency water service for fire suppression (File # 1-O-22); and

WHEREAS, such requested Outside User Agreement is within the Sphere of Influence established for City of Pismo Beach; and

WHEREAS, on November 16, 2021, the City Council of Pismo Beach considered and approved a request by Coastal Christian School subject to LAFCO approval; and

WHEREAS, on February 14, 2022, the Executive Officer filed a Certificate of Filing regarding a request to consider the Outside User Agreement proposal for the City of Pismo Beach; and

WHEREAS, following the issuance of the certificate of filing, the executive officer proceeded to set the proposal for hearing not more than 90 days after the application was deemed to have been accepted per government code section 56658. The hearing was held on March 17, 2022, consistent with government code section 56428(d); and

WHEREAS, the Executive Officer has determined that the proposed Outside User Agreement is consistent with government code section 56133; and,

WHEREAS, the public hearing was duly conducted, and a decision was made on Thursday,

March 17, 2022; and

WHEREAS, the Executive Officer has given the notices required by law and forwarded copies of his report to officers, persons and public agencies prescribed by law; and

WHEREAS, at said hearing this Commission heard and received all oral and written protests, objections and evidence, which were made, presented or filed, and all persons present were given the opportunity to hear and be heard in respect to any matter relating to the proposal and report; and

WHEREAS the Commission, acting as a Responsible Agency, determined that the environmental review and documentation adopted by the County of San Luis Obispo consisting of a Mitigated Negative Declaration and Addendum to the Coastal Christian School Conditional Use Permit Amendment DRC2020-00144 meets the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the Commission duly considered the proposal and finds that the Outside User Agreement between the Coastal Christian School and City of Pismo Beach should be approved based on the terms and conditions of the agreement such that the City will provide emergency water service only for fire suppression to the area.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Local Agency Formation Commission of the County of San Luis Obispo, State of California, as follows:

1. That the recitals set forth hereinabove are true, correct, and valid.
2. That the Mitigated Negative Declaration and Addendum adopted by the County of San Luis Obispo was reviewed, considered, and determined to be adequate for purposes specified in Section 15096 of the CEQA Guidelines and for use in considering approval of the proposed Outside User Agreement.
3. That the Executive Officer of this Commission is authorized and directed to send copies of this resolution in the manner provided by law.

APPROVED AS TO FORM AND LEGAL EFFECT:

Brian Pierik
LAFCO Legal Counsel

Date

DRAFT

**Exhibit A: Outside User Agreement between the City of
Pismo Beach and Coastal Christian School**

Recording Requested by and
When recorded return to:

City of Pismo Beach
760 Mattie Road
Pismo Beach, California 93449

For Recorder's use only

**EXTRA-TERRITORIAL SERVICE AND OFFSITE INFRASTRUCTURE
AGREEMENT BETWEEN COASTAL CHRISTIAN SCHOOL AND CITY OF
PISMO BEACH**

THIS AGREEMENT is made and entered into effective the _____ day of _____
_____, 2021, ("Effective Date") by and between the CITY OF PISMO BEACH, a
California municipal corporation (hereinafter referred to as "CITY"), and COASTAL
CHRISTIAN SCHOOL, (hereinafter referred to as "CCS").

RECITALS

WHEREAS, CCS intends to construct a new multi-purpose building including a gym,
classrooms, and administrative functions, sports fields, and related parking. The
proposed school site is located near the intersection of James Way and Oak Park
Boulevard at 1005 North Oak Park Boulevard, and is more specifically referred to as San
Luis Obispo County Assessor's Parcel Number 079-261-012 ("Property"); and

WHEREAS, Phase 0 of the proposed school serves predominately grades K – 6, and the
new multi-purpose building will include expanded classrooms for grades 7 – 12. The
facilities are designed for approximately six hundred (600) students and fifty (50)
faculty/staff members; and

WHEREAS, CCS anticipates the multi-purpose building will be constructed and
operational on the Property by the 2023 school year. The actual timing for construction
will be subject to funding availability and other factors; and

WHEREAS, under an existing Extra-Territorial Service and Offsite Infrastructure
Agreement between CCS and the City, sewer service is currently provided to the
Property; and

WHEREAS, there is no municipal water service currently available to the Property, which relies on well water for domestic water supply; and

WHEREAS, the Property is within CITY's sphere of influence, but is currently outside of CITY's limit boundary; and

WHEREAS, CCS does not desire to annex the Property to CITY, and City does not desire to annex the Property to CITY at this time; and

WHEREAS, CITY has available water service for fire suppression which may be extended to the Property, and CITY is willing to provide water service to the Property for fire suppression only, so long as CCS installs all infrastructure needed to provide CITY fire suppression service to the Property, and CCS agrees to install said infrastructure in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Location for Connection to CITY Municipal Water Main. CCS and CITY acknowledge the nearest CITY municipal water main to serve the Property is located at 921 Oak Park Boulevard #204 on APN 002-404-001. Connection to CITY's municipal water system by CCS shall be made at this location, or other location approved in writing by the City's director of public works.
2. Location of Water Improvements for Fire Suppression to be Constructed at CCS's Expense. CCS shall design and construct at its sole responsibility and expense, the following water improvements for fire suppression: water meter, double check detector assembly, approximately 1,760 linear feet of 12-inch diameter water main, and an air gap separation into one or more polyethylene water storage tanks ("Water Improvements"). The Water Improvements shall ensure that water from the CITY's municipal water system shall only be taken for use on the Property during such time as the well on the Property is unable to provide adequate fire suppression storage and flow to the Property, or for annual testing of fire suppression systems. The CITY's municipal water system shall not be used to fill or top off the water tank(s) except as previously described. CCS acknowledges and agrees that any use of CITY water other than for fire suppression purposes will constitute a material breach of the Agreement, entitling CITY to immediately terminate the Agreement and terminate water service to the Property. CCS shall also permit CITY to install on the Property an antenna array and associated infrastructure to support CITY's advanced metering infrastructure (AMI) system. The installation of such antenna array and associated equipment shall be at CITY's sole expense. Notwithstanding the foregoing sentence, at such time as CITY adopts a requirement for AMI water meters to be installed within the CITY, CCS shall install, at CCS's sole cost and expense, such AMI water meters as are directed by CITY to measure the water service provided under this Agreement. Furthermore, in the event of any

termination of this Agreement, City shall be entitled to maintain the antenna array and associated infrastructure after the date of termination, regardless of how the Agreement is terminated. CCS grants City a non-exclusive license to maintain the antenna array and associated infrastructure on the Property that shall only be subject to termination after CCS provides City 365 days' advance written notice of termination.

3. Water Fire Suppression Facility Improvement Plans for Water Improvements. Prior to installation of the Water Improvements, CCS shall submit engineered water improvement plans, prepared by a Registered Civil Engineer, to CITY's Department of Public Works, for review and approval by CITY. CITY approval, at CITY's sole discretion, shall be required before construction and operation of the Water Improvements by CCS.
4. Compliance with Alignments and Permits. CCS is solely responsible to ensure that construction of the Water Improvements shall follow an alignment acceptable to CITY. CCS shall obtain all necessary permits from CITY and any other applicable agencies to ensure the Water Improvements are in compliance with CITY Public Works Standard Specifications and Drawings.
5. Easements Required for Water Improvements. CCS shall secure and, if necessary, pay for all easements required for the construction and installation of the Water Improvements. Any easements and deeds for the Water Improvements shall be recorded by CCS prior to approval of improvement plans for the Water Improvements.
6. Construction of Water Improvements. The Water Improvements shall be constructed in accordance with CITY Public Works Standard Specifications and Drawings, policies, conditions and ordinances. All improvements and materials for the Water Improvements shall be done, performed and installed in strict accordance with the approved construction plans for said work, on file with the Public Works Director/City Engineer for CITY, and the CITY's Public Works Standard Specifications and Drawings, which construction plans and Public Works Standard Specifications and Drawings are incorporated herein by reference and made a part of this Agreement. In the event there are not Public Works Standard Specifications and Drawings for any of the improvements or materials associated with the construction of the Water Improvements, it is agreed that the same shall be done, performed and installed in accordance with the standards and specifications of the State of California, Department of Transportation (CalTrans). CCS agrees it will correct any and all deficiencies in the construction and installation of the Water Improvements identified by CITY's Public Works Director/City Engineer or Public Works Department.
7. Coordination of Work by CCS and Notice to CITY. It shall be the responsibility of CCS to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of CITY be placed in the position of making decisions that are the responsibility of CCS. It shall further be the responsibility of CCS to give CITY's Public Works Director/City Engineer written notice not less than

two (2) working days in advance of the actual date on which work is to be started on the Water Improvements. All improvements associated with the Improvements must be inspected by CITY, and CCS shall request CITY inspections in accordance with CITY polices, conditions and ordinances. Failure on the part of CCS to notify CITY's Public Works Director/City Engineer of either the actual date on which work is to be started or to request CITY inspections may cause delay for which CCS shall be solely responsible.

8. Notice for CITY Inspections. Whenever CCS varies the period during which work is carried on each day, it shall give due notice to CITY's Public Works Director/City Engineer so that proper inspection by CITY may be provided. If CCS fails to duly notify CITY as herein required, any work done in the absence of CITY's Public Works Director/City Engineer will be subject to rejection. The inspection of the improvements and materials associated with the Water Improvements shall not relieve CCS of any of its obligations to fulfill this Agreement as prescribed. Defective work shall be repaired or otherwise made good by CCS, and unsuitable materials may be rejected by CITY, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by CITY's Public Works Director/City Engineer and accepted.

9. Inspection Fees and Permits. CCS shall pay all applicable inspection fees and obtain all necessary construction permits to ensure the Water Improvements are in compliance with CITY's Public Works Standard Specifications and Drawings, conditions, policies and ordinances. The Water Improvements shall comply with CITY Public Works Standard Specifications, conditions, policies and ordinances related to providing water service, including but not limited to payment by CCS to CITY of all CITY water impact and water connection charges established in CITY's Master Fee Schedule. Said fees shall be paid by CCS to CITY at the time CITY approves engineered improvements plans for the Water Improvements submitted by CCS. CCS shall also reimburse CITY its reasonable costs of staff review of the Water Improvement plans, and legal review of associated documentation supporting this Agreement.

10. Maintenance of Water Improvements Prior to Acceptance by CITY. Until the Water Improvements are dedicated to and accepted by CITY, if ever, CCS shall, at its sole cost and expense, maintain, repair and replace the Water Improvements. CCS's obligation to maintain, repair and replace the Water Improvements shall include, without limitation, any maintenance, repair, replacement or modification of the Water Improvements that may be required by CITY. Should CCS fail to maintain, repair and replace the Water Improvements required by this paragraph, CITY shall have the right, but not the obligation, to maintain, repair and replace the Water Improvements. Should CITY elect to maintain, repair and replace the Water Improvements pursuant to this paragraph, CCS shall reimburse CITY and all fees, costs and expenses incurred by CITY to maintain, repair and replace the Water Improvements within ten (10) days after the date of invoice from CITY.

11. Maintenance of Private Water Facilities. All Water facilities installed by CCS related to the Property not part of the Water Improvements, including the installation of Water facilities from the point of connection with the Water Improvements, including the

connection itself, upstream to and including facilities in the Property site or within private streets, shall be private ("Private Water Facilities"). It is the sole responsibility of CCS to repair, maintain and replace all Private Water Facilities, and CITY shall have no responsibility or liability for these Private Water Facilities. CCS shall obtain all necessary permits or other approvals necessary for constructing and connecting CCS's Private Water Facilities to the Water Improvements.

12. Dedication of Water Improvements to City: Upon completion of the Water Improvements by CCS:

- a. CCS shall make an irrevocable offer of dedication, free of charge, of the Water Improvements to CITY. CITY shall have the right, but not the obligation, to accept the offer of dedication at such time as it determines in its sole discretion, if ever.
- b. All easements necessary for the Water Improvements shall be conveyed to CITY and shall be in a form acceptable to CITY.
- c. CCS shall remedy any defective work or labor or any defective materials relating to the construction and installation of the Water Improvements and pay for any damage to other work or improvements resulting therefrom which shall occur within a period of one (1) year from the date of CITY's acceptance of the Water Improvements.

13. CITY to Provide Water Services. Upon CCS's full and complete performance of all of CCS's obligations and responsibilities under this Agreement, CITY agrees to provide CCS's Property with water services from CITY's municipal water system for fire suppression purposes only. As a result, the parties anticipate that in most months during the term of this Agreement, there shall be no water flow from the City's water system to the Property. In the event CCS uses water from CITY's municipal water system for purposes other than fire suppression or annual testing of fire suppression systems, CITY may, at its option, declare CCS to be in breach of this Agreement and terminate water service to the Property immediately without notice. CITY's obligation to provide CCS's Property with water services from CITY's municipal water system is conditioned upon CITY and CCS obtaining the consent of all applicable governmental agencies, including but not limited to LAFCo. As a condition to providing water service, to aid CITY in correctly billing CCS for water services, CITY shall have the right of access to all water meters, including any irrigation meter(s) located on the Property. CCS shall promptly repair or replace damaged water meters. In the event water meters are not present on the property, CCS agrees to install at CCS's sole expense such meters as will enable CITY to accurately determine the amount of water being taken from the CITY's water system for use on the Property.

14. Additional Provisions. The following provisions shall apply to this entire Agreement:

- a. Continuing Obligations and Responsibilities of CCS. CCS agrees to promptly pay to City any and all fees for water service supplied by City to CCS's Property. All fees

listed in CITY's Master Fee Schedule are regularly updated and amended from time to time by CITY's City Council. Notwithstanding any other section of this Agreement, the fees and rates set forth by the Master Fee Schedule, as currently in effect or as it may be amended, are incorporated herein and shall have precedence over any fees listed in this Agreement and attached exhibits, if any. CCS is responsible to pay the fees and rates as set forth by the Master Fee Schedule. CCS agrees to maintain its water service accounts with CITY in a current status.

b. CCS acknowledges that extraterritorial water service results in additional administrative expense to the CITY, both for billing and infrastructure planning purposes. Therefore, CCS acknowledges that the fees and rates charged to CCS for water service will be higher than those charged to a comparable facility within the City limits. Should CCS's Property be annexed into the City under subsection d. below, the additional administrative fees and charges charged to CCS will be eliminated.

c. CCS acknowledges and agrees that should its water service account with CITY become sixty (60) days delinquent, City shall have the right, at CITY's sole option, to discontinue water service to CCS's Property and to terminate this Agreement. Otherwise, this Agreement shall remain in effect unless and until either party gives the other party a minimum of one year's advance written notice of termination.

d. Consent to Future Annexation. In further consideration of CITY's agreement to provide water services from CITY's water system to CCS's Property in accordance with the provisions of this Agreement, CCS agrees not to oppose or protest, in any way, the future annexation of CCS's Property to CITY and to pay CCS's share of all applicable fees and charges CITY or any other governmental agency may require at the time of annexation of CCS's Property to CITY. CCS will sign a petition to annex the Property when asked by CITY.

15. Covenants Running with the Land. CCS acknowledges and agrees that all of CCS's covenants, agreements, promises, representations and warranties as set forth in this Agreement are covenants running with CCS's Property as defined in the applicable provisions of Civil Code Sections 1457 et seq. CCS's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with CCS's Property and shall be binding on CCS and CCS's successors and assigns and all parties and persons claiming under them. Within thirty (30) days of execution by the last party to sign this Agreement, CCS agrees to record a copy of this Agreement as a covenant running with the land.

16. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. CCS may not assign its rights and/or obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Any such consent by CITY shall not, in any way, relieve CCS of its obligations and responsibilities under this Agreement.

17. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. Compliance With Law. In providing the services required under this Agreement, CCS shall at all times comply with all applicable laws of the United States, the State of California, County of San Luis Obispo and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. CCS, not CITY, is responsible for determining applicability of and compliance with all local, State and federal laws. CITY makes no representations regarding the applicability of any such laws to this Agreement, the project, or the parties' respective rights or obligations under this Agreement including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. CITY shall not be liable or responsible, in law or equity, to any person for CCS's failure to comply with any such laws, whether CITY knew or should have known of the need for CCS to comply, or whether CITY failed to notify CCS of the need to comply. CCS is referred to CITY's Department of Public Works, to obtain the current prevailing wage rates, to the extent said rates are applicable to the construction of any of the improvements regarding the Water Improvements.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of anyone provision herein shall not be deemed to be a waiver of any other provision herein.

19. Indemnification of City: To the greatest extent allowed by law, CCS shall indemnify, hold harmless and defend CITY and each of its elected and appointed officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CCS or any other person, and from any and all claims, demands, liabilities, damages and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance

or non-performance of this Agreement or the performance or non-performance of any or all work to be done in and upon the street rights-of-way, the Property, and premises adjacent thereto, pursuant to this Agreement, or arising or alleged to have arisen directly or indirectly in any way related to the construction, installation and operation of the Water Improvements by anyone occupying any portion of CCS's property, including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses and attorney fees arising from water quality compliance, or lack of flow capacity in the Water Improvements. CCS's obligations under the preceding sentence shall apply regardless of whether CCS or any of its officers, officials, boards, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its elected or appointed officers, officials, employees, agents or volunteers.

20. If CCS should subcontract all or any portion of the work to be performed under this Agreement, CCS shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its elected and appointed officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. Notwithstanding the preceding sentence, any subcontractor who is a "design professional," as defined in Section 2782.8 of the California Civil Code, shall, in lieu of indemnity requirements set forth in the preceding paragraph, be required to indemnify, hold harmless and defend CITY and each of its elected and appointed officers, officials, employees, agency and volunteers, to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement. CCS further agrees that the use for any purpose and by any person of any and all of the Water Improvements, and other water improvements specified in this Agreement, shall be at the sole and exclusive risk of CCS at all times prior to final acceptance by CITY of the completed improvements described herein. This section shall survive termination or expiration of this Agreement.

21. Public Health, Safety and Welfare. Nothing contained in this Agreement shall limit CITY's authority to exercise its police powers, governmental authority or take other appropriate actions to address threats to public health, safety and welfare, including temporarily suspending water services as deemed appropriate by CITY in its sole determination and discretion.

22. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this

Agreement and any rights and duties hereunder shall be San Luis Obispo County, California.

23. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

24. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of anyone provision in this Agreement shall not affect the other provisions.

25. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

26. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

27. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

28. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

29. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

31. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CCS. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CCS.

IN WITNESS WHEREOF, CCS and CITY have entered into this Agreement as of the date(s) indicated above, notwithstanding a date of execution differing from that set forth above.

Coastal Christian School

By: _____

Its: _____

Dated: _____

**Notice address: 1005 N. Oak Park Boulevard
Pismo Beach, CA 93449**

City of Pismo Beach

By: _____
City Manager

Dated: _____

**Notice address: 760 Mattie Road
Pismo Beach, CA 93449**

Attest:

By: _____
City Clerk

Dated: _____

Approved as to form:

By: _____
City Attorney

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