

**WATER SERVICE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND LA HONDA-PESCADERO UNIFIED SCHOOL  
DISTRICT**

This Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between County of San Mateo ("County"), a political subdivision of the State of California and the La Honda-Pescadero Unified School District ("School District"). County and School District are hereinafter collectively referred to as "Parties".

**1. RECITALS AND PRE-CONDITIONS**

- A.** The School District is a K-12 Unified School District and owner of real property located at 360 Butano Cutoff, Pescadero, CA 94060, located in San Mateo County, CA (the "Property") which is further described on the attached Exhibit A. Pescadero Middle/High School ("School"), serving students in Grades 6 through 12, is located on the Property.
- B.** The School District previously relied upon groundwater through one existing on-site well to serve the potable water needs of the School. In 2017, the State Water Resources Control Board ("Water Board"), Division of Drinking Water, cited the School's well for exceeding maximum allowed nitrate and coliform contaminant levels. The School currently relies on bottled water for potable water needs, Past attempts to drill new wells have failed due to insufficient water quality and quantity on the property.
- C.** The School District has now requested that County Service Area 11 ("CSA-11"), a county service area established pursuant to Chapter 2.5, Part 2 of Division 2 of Title 3 of the California Government Code, provide water service to the Property, upon which time the School District would cease to operate a community water service. The State of California strongly supports the consolidation of small systems with larger, public systems.
- D.** The County agrees to provide the requested service through its CSA-11 on and subject to the terms and conditions of this Agreement.
- E.** The County has received Expedited Drinking Water Grant (EDWG) funding from the Water Board to pay the costs to extend the CSA-11 waterline ("Project") to serve the Property pursuant to Drinking Water Agreement No. 02302015 between San Mateo County and the Water Board attached as Exhibit B and made a part hereof. The water system improvements will include: construction of a 6-inch CSA-11 water main from the existing CSA-11 system to the Property, seven 6-inch fire hydrants along the extension, a 6-inch water service meter near the Property boundary line, a backflow prevention device on the Property, a 4-inch waterline connecting the water service meter to the School's existing on-site water distribution system, the physical isolation of the existing on-site well and existing system components, and related improvements.

Locations of the aforementioned improvements are shown on the State-approved Project construction documents as set forth in attached Exhibits C and D respectively, including the DSA Approval Letter and GHD plans, specifications and drawings for the School District portion of the Project, and the GHD plans, specifications and drawings for the Project. The Water Board will only pay for project costs that are eligible for reimbursement under EDWG requirements.

- E. As a requirement of receiving EDWG funding to extend the waterline, the Parties must enter into an agreement that identifies the ownership and responsibilities for the State-funded project components and the details of the agreement for CSA-11 to commence water service to the School.
- G. During the consolidation process, the School water system (CA4100513) should be referred to as the consolidating water system. Upon consolidation, CSA-11 will be the restructured water system, encompassing the no longer extant School water system.

## **2. AGREEMENT**

- A. All of the above recitals are incorporated herein, and the Parties acknowledge that the recitals are correct.
- B. The consolidation will be a master meter consolidation, including one potable service connection.
- C. The County shall proceed on behalf of CSA-11 to advertise for bids for the State- approved Project, award the construction contract, and accomplish the Project improvements in accordance with the terms and conditions set forth in the County's Final Bid Package approved by the Parties and the Water Board, as set forth in Exhibit D.
- D. The School District shall grant a temporary construction easement, if required, to allow County contractor to perform work on the Property.
- E. The County shall be responsible for, and obtain EDWG reimbursement for, eligible Project-related activities, including but not limited to:
  - i. Issuance of any Encroachment Permits necessary for work within the public right-of-way.
  - ii. Extension/installation of a waterline from the existing CSA-11 water system to the Property to connect to School's existing on-site water distribution system, including installing a new water meter and backflow prevention device.
  - iii. Construction management and inspection, including ensuring the installation is consistent with both County standards and California Division of State Architect (DSA) standards. The County will provide their standards and will conduct or arrange for necessary inspections to verify installation is consistent with applicable standards.
  - iv. Isolation of the School's existing on-site well from its potable water distribution system.

- v. Disinfection and testing of the new distribution system at the point of connection on School district property, prior to water delivery to ensure there will be no contamination. The School District is responsible for disinfection and testing of their onsite plumbing and existing distribution system beyond the point of connection.
  - vi. Payment of CSA-11 buy-in charges, connection fee, and meter deposit.
- F. Upon the County's completion of Project construction, CSA-11 shall own, operate, maintain, and repair the waterline extension from the existing CSA-11 system up to the property line, including the new water meter. The County and CSA-11 agree to sufficiently and properly staff, operate, and maintain its portion of the Project for the term of the Water Board grant agreement and the useful life of the facilities, as required by Paragraphs D.14 and D.16 of the Grant Agreement set forth in Exhibit B.
- G. CSA-11 will be responsible for:
- i. Distributing and delivering water to a single connection at the School for benefit of the School District's staff, students, and visitors in commercially reasonable volume.
  - ii. Billing and collecting water service-related payments from the School District.
  - iii. Handling and resolving any water service-related questions and disputes with the School District.
- H. Upon County's satisfactory completion of Project construction, the School District will accept all on-site improvements beyond the water meter as fee owner of the Property. The School District shall own and be responsible for the operation, maintenance, repair, and replacement of the on-site water distribution system that exclusively serves the School, and of the portion of the waterline connecting the water meter to the School's water distribution system. The School District further agrees to sufficiently staff the on-site water distribution system to ensure proper maintenance, repair, and replacement, for the term of the Water Board grant agreement and the useful life of the facilities. Notwithstanding the foregoing, the School District expressly reserves its rights to assert any breach of warranty claims for the Project relating to the Construction of the project as a third-party beneficiary of a contract for construction of the Project.

- I. Following the completion of the consolidation, the School District will no longer operate the Public Water System No. CA4100513, and will surrender any domestic water agreements and permits associated with Public Water System No. CA4100513. The School District will become a CSA-11 water customer and will comply with all applicable requirements as outlined in the County Code. Notwithstanding the foregoing, the School District may retain the existing on-site well for non-potable and irrigation uses.
- J. Any temporary construction easement for construction on the Property will expire upon completion of Project construction.
- K. Continuous Use of Project: No Sale, Transfer of Ownership, or Disposal of Project: The Parties agree they will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of their respective portions of the Project during the useful life of the Project without prior written approval of the Water Board. Such approval may be conditioned as determined to be appropriate by the Water Board, including a condition requiring repayment of any Water Board financing used to improve such portion of the Project together with accrued interest and any penalty assessments that may be due.
- L. The Parties shall allow safe and suitable access for the Water Board and the State Auditor, or any authorized representative of the foregoing, to the project site at all reasonable times through the Records Retention End Date or useful life of the Project, whichever is longer, in accordance with paragraphs C.2 and C.23 of the grant agreement.
- M. The Parties shall maintain records relevant to the Project for the records retention period specified in the financing agreement.
- N. The Parties intend that the benefits and burdens of this Agreement (including the obligations of the School District) are covenants running with the Property and that the covenants shall bind the School District and its successors in interest in the Property. This Agreement therefore will bind and inure to the benefit of successor owners and transferees of the Property.
- O. The School District covenants and binds itself and its successors in interest to take no efforts to remove the Property from CSA-11 (under the terms of the Cortese- Knox-Hertzberg Local Government Reorganization Act or successor statute). School District waives its rights and options under the Local Government Reorganization Act or successor statute that permit landowners to file protests in annexation proceedings.
- P. The School District, as the Consolidating System, shall submit documentation of property rights, including any liens on the Project property, and shall coordinate with CSA-11 as the Receiving System, to ensure all necessary property rights for project construction, implementation, and long-term operations and maintenance are obtained.

### **3. GENERAL PROVISIONS**

- A. This consolidation agreement must remain in force for the term of the Water Board grant agreement and for the useful life of the project.
- B. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the Project and water service to the Property. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to these matters, except those other documents that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and executed by both Parties, and only upon written consent by the Water Board.
- C. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.
- D. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.
- E. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The County shall be venue for any litigation concerning the enforcement or construction of this Agreement.
- F. No Third-Party Beneficiaries. This Agreement does not create and shall not be construed to create any third-party beneficiaries, except for the Water Board. This Agreement is for the sole benefit of the Parties who sign the Agreement (and their transferees and successors), and no other person or entity has enforceable rights or remedies under the Agreement except for the Water Board.
- G. Further Assurances. In order to carry out and give full effect to this Agreement, each party will use all reasonable efforts to provide such information, sign and deliver such further instruments and documents, and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.
- H. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

County Address:  
County of San Mateo  
County Executive's  
Office

School District Address:  
La Honda-Pescadero  
Unified School District

500 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Michael P. Callagy,  
County Executive

360 Butano Cutoff  
Pescadero, CA 94060  
Attention: Amy Wooliever,  
Superintendent

1. Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

**LA-HONDA-PESCADERO  
UNIFIED SCHOOL DISTRICT**

**COUNTY OF SAN MATEO**

*Signatures of Authorized Persons:*

By:   
Amy Wooliever

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

Title: Superintendent

Title: President, Board of Supervisors

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

Print Name: .....

Title: .....

APPROVED AS TO FORM:

\_\_\_\_\_

Office of the County Attorney