

AGREEMENT FOR CONSULTANT SERVICES
Service Line Materials Inventory & Reporting
TruePani Inc.

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of March 27, 2024 between **TruePani Inc.** (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on March 27, 2024 and shall remain and continue in effect until completion of the work described in Consultant’s Proposal, defined below, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s proposal dated February 16, 2024 (the “Proposal”), attached hereto as Exhibit “A,” and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Sam Becker shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit A, in monthly progress payments based on time spent on each task.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

2024TRUEPANI-01

February 2024

Page 2 of 12

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) The completion of the work specified in Exhibit A.
- (b) Bankruptcy or insolvency of any party
- (c) Sale of Consultant's business
- (d) Assignment of this Agreement by Consultant without the consent of District.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

2024TRUEPANI-01

February 2024

Page 3 of 12

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person

2024TRUEPANI-01

February 2024

Page 4 of 12

or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “B,” attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cambria Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cambria Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

2024TRUEPANI-01

February 2024

Page 5 of 12

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: General Manager
 Cambria Community Services District
 PO Box 65
 Cambria, CA 93428

Copy to: Timothy J. Carmel
 Carmel & Naccasha, LLP
 694 Santa Rosa Street
 San Luis Obispo, CA 93401

2024TRUEPANI-01

February 2024

Page 6 of 12

To Consultant: TruePani Inc.
9041 Executive Park Drive, #125
Knoxville, TN 37892

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cambria Community Services District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit A, attached hereto and previously incorporated herein. In the event of a conflict between Consultant's Proposal and this Agreement, the terms of the Agreement shall prevail.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

2024TRUEPANI-01

February 2024

Page 7 of 12

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT

TruePani Inc.

DocuSigned by:
By: Tom Gray
0E50D9AD3BC745E

Tom Gray
President of the Board of Directors

DocuSigned by:
By: Sam Becker
6BBCAE064761443...

Its: Co-Founder and CTO

ATTEST:

DocuSigned by:
Haley Dodson
A9BEC4CBA9044B3...

Haley Dodson, Confidential
Administrative Assistant

Approved As To Form:

DocuSigned by:
Timothy J. Carmel
B64D40A50AA141E...

Timothy J. Carmel, District Counsel

2024TRUEPANI-01

February 2024

Page 8 of 12

EXHIBIT A

CONSULTANT'S PROPOSAL



TRUEPANI

LCRR Lead Service Line Inventory

PREPARED FOR
City of Cambria, CA

DATE
February 16, 2024

FIRM
TruePani Inc.
www.truepani.com

ADDRESS
9041 Executive Park Dr #125
Knoxville, TN 37923

CONTACT
Sam Becker
Mobile: (404) 862-2652
sam@truepani.com





Cover Letter

February 16, 2024

Jim Green
Utilities Department Manager
Cambria Community Services District
PO Box 65
Cambria, CA 93428

Dear Mr. Green,

On behalf of TruePani Inc., I am pleased to submit this proposal for providing Cambria Community Services District with services to prepare supporting documentation, review information, and complete the service line materials inventory as part of compliance with the Revised Lead and Copper Rule.

TruePani, an engineering, consulting, data management, and communications firm has eight years of experience designing and executing lead in drinking water programs and will leverage experience from our past and ongoing LCRR projects for Cambria CSD. As a small firm, we provide both trained staff and hands-on support to get the work done, and access to customizable and intuitive data management tools.

Names of person authorized to make representations include:

Sam Becker, Co-Founder and CTO
9041 Executive Park Dr #125 Knoxville, TN 37902
(404) 862-2652, sam@truepani.com

Shannon Evanchec, Co-Founder and CEO
9041 Executive Park Dr #125 Knoxville, TN 37902
(724) 584-7192, shannon@truepani.com

Our core values revolve around client satisfaction, delivering the highest quality work, ensuring transparency, and adhering to prompt delivery schedules. Please feel free to contact us with any queries or for further information. We genuinely appreciate your consideration and look forward to the opportunity of becoming Cambria CSD's preferred partner for this scope of work.

Best Regards,

Sam Becker, CTO
(404) 862-2652
sam@truepani.com



Table of Contents

<i>Cover Letter</i>	2
<i>Table of Contents</i>	3
<i>Company Introduction</i>	4
Past Projects	5
Lead Service Line Inventory Approach	7
1. Project Management	7
2. Inventory Framework and Data Gathering	7
3. Records Review and Initial Inventory Build Out	8
4. Identification of Unknowns	9
5. Submission of Initial Inventory and Annual Update	10
<i>Cost Quote</i>	11

Company Introduction

TRUEPANI Inc. (“TruePani”), established in 2016, is an engineering, consulting, data management and communications firm **specialized in lead in drinking water**. TruePani has worked with utilities, water systems, state and local governments, and private sector clients in 18 states. TruePani has a nationwide network of experts with robust Lead and Copper Rule Revision (LCRR) experience to support the City of Cambria in developing its lead service line inventory.

TruePani is currently providing statewide LCRR technical assistance and inventory development services to over **800+ water systems achieving LCRR compliance** in California, Arizona, South Carolina, North Carolina, Tennessee, Virginia, Texas, Minnesota, West Virginia, Pennsylvania, and Vermont, making material classifications for **hundreds of thousands of service lines**. Lessons learned from TruePani’s extensive lead in drinking water experience will benefit the City of Cambria.

TruePani’s areas of expertise include:

- Lead and Copper Rule Revisions Compliance
- Water Utilities Services
- State Regulatory Compliance
- Data Management
- Drinking Water Sampling
- Sample Kit and Pitcher Filter Direct-to-Customer Fulfillment
- Project Management
- Communications and Marketing

TruePani is 100% female owned and is **Disadvantaged Business Enterprise (DBE) certified** (NAICS code 541620 Environmental Consulting Services / NIGP 91843) in Georgia by the Georgia Department of Transportation (GDOT). TruePani is an active member of many industry organizations (including the AWWA Lead in Drinking Water, Lead in Schools and Childcare Programs, and Distribution System Subcommittees) and has been invited to present on LCRR and inventory development nationwide, including the EPA National Stakeholder Roundtable for the LCRR.



TRUEPANI

7

Years of Experience

\$15
Million

Current Lead
in Drinking
Water
Portfolio

750+

Service Line
Inventories

\$2

Million

Funding
Assistance

105,000+

Lead Samples from School
and Child Care Programs

1–95,000

Service Connections Range



Past Projects

TruePani has eight years of practical experience and successful project outcomes related to lead in drinking water programs, including developing service line inventories. Five project references are listed below to substantiate TruePani's experience.

Project Name: City of Martinez, CA, Lead Service Line Inventory

Description: The City of Martinez, California selected TruePani through a competitive bid process to develop their lead service line inventory that is required under the EPA's Lead and Copper Rule Revisions. TruePani is responsible for completing the lead service line inventory for Martinez's 10,000+ connections, developing a compliance and replacement plan, and designing the school and childcare sampling program.

Project Status: Initial inventory complete for October 2024 deadline.

Client Name: City of Martinez

Contact Name: Ali Hatefi

Phone Number: (925) 372-3519

Email Address: ahatefi@cityofmartinez.org

Project Name: City of Crossville, TN, Lead Service Line Inventory

Description: The City of Crossville selected TruePani through a competitive RFP process to develop their service line material inventory that is required under the EPA's Lead and Copper Rule Revisions. TruePani is responsible for completing the service line inventory for Crossville's 14,000+ connections, developing a compliance and replacement plan, and designing the school and childcare sampling program.

Project Status: Initial inventory complete for October 2024 deadline.

Client Name: City of Crossville

Contact Name: Joe Kerley

Phone Number: (931) 267-1447

Email Address: joe.kerley@crossvilletn.gov

Project Name: SCDHEC Lead Service Line Inventories

Description: South Carolina Department of Health and Environmental Control (DHEC) selected TruePani as the sole contractor to provide technical assistance for LCRR compliance to over 200 small utilities across the State serving 10,000 customers and fewer. Services provided include the development of service line inventories, coordinating on-site visits to water systems for review of available records, methods to identify unknowns, required replacement plans, and any other compliance need to meet the October 2024 deadline.

Project Status: In Progress, Inventories complete for ~15% of participating systems

Client Name: South Carolina Department of Health and Environmental Control

Contact Name: Rich Welch

Phone Number: (803) 898-3546

Email Address: welchra@dhec.sc.gov

Project Name: Brownsville Public Utilities Board Lead Service Line Inventory

Description: Brownsville Public Utilities Board selected TruePani through a competitive RFP process as the sole contractor to complete their lead service line material inventory, conduct all required customer notifications under the LCRR, and prepare their lead service line replacement plan. TruePani will review the system's historical records and organize them into an online database that will ultimately be used to deliver the final lead service line inventory to the primacy agency.

Project Status: Initial inventory complete for October 2024 deadline.

Client Name: Brownsville Public Utilities Board

Contact Name: Jose Lechuga



Phone Number: (956) 983-6332

Email Address: jlechuga@brownsville-pub.com

Project Name: Saint Paul Regional Water Services Pitcher Filter / Sample Kit Lead Service Line Replacement Program

Description: The City of Saint Paul, Minnesota selected TruePani to supply and distribute pitcher filters and post-construction water sample kits to customers as part of the “Lead-Free St. Paul” lead service line replacement project. The “Lead-Free St. Paul” program is projected to be a 10-year program with the mission of replacing approximately 26,000 existing lead water service lines within the SPRWS distribution system. Services provided include pitcher filter and sample kit distribution, customer communication to encourage sample collection, and data management through a TruePani-designed program dashboard.

Project Status: Underway – Pitcher filters and sample kits have been delivered to 500+ customers that have received lead service line replacements.

Client Name: Saint Paul Regional Water Services

Contact Name: Matt Dalrymple

Phone Number: (651) 266-6887

Email Address: matthew.dalrymple@ci.stpaul.mn.us



Lead Service Line Inventory Approach

In December 2021, the Environmental Protection Agency (EPA) promulgated the Lead and Copper Rule Revisions (LCRR), the largest and most significant changes to the Rule since its 1991 establishment.

The LCRR requires water systems to identify service line materials of service line connections, both public and private, within the drinking water distribution network. The initial Service Line Material Inventory (SLM Inventory) is due to the state primacy agency by October 16, 2024 and requires a review of all historical documentation relating to service line materials (if such records exist) and the identification of service line materials when encountered during normal operations.

The EPA and, subsequently, state primacy agencies, have released guidance on the SLM Inventory and have developed an inventory template that must be used to submit the final inventory.

There are four items due by the initial October 16, 2024, compliance date, detailed below. TruePani will work with Cambria CSD to gather information and prepare all documents for initial compliance in the template required by the California Water Boards.

The project approach is organized in five tasks:

- Task 1: Project Management
- Task 2: Inventory Framework and Data Gathering
- Task 3: Records Review and Initial Inventory Build Out
- Task 4: Identification of Unknowns
- Task 5: Submission of Initial Inventory

1. Project Management

TruePani will provide project management services throughout the project to ensure successful execution of each task. TruePani's dedicated Project Manager (PM) will be responsible for all project coordination and communication with Cambria CSD. Methods to ensure prompt service and customer satisfaction include tracking project performance including budget and schedule, identifying any outstanding issues, and hold regular progress meetings/conference calls with Cambria CSD. TruePani will also perform typical project management activities including the following: preparation of invoices, work plan, coordination, staffing, schedule management, and project updates.

Task 1 Deliverables
Monthly Invoices
Bi-Weekly Project Update Meetings
Project Schedule

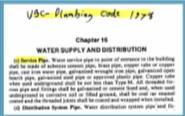
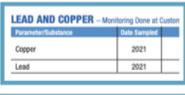
2. Inventory Framework and Data Gathering

The **Project Kickoff Meeting** will cover the requirements of the water system under the LCRR, including the elements of the service line inventory and California-specific assumptions such as the cut-offs for build year and pipe diameter. During the kickoff meeting, Cambria CSD and TruePani will



identify available data sources for building the SLM Inventory.

Potential data sources could include, but are not limited to historical records, tap/tie cards, as-builts, meter install records, parcel data, census data, water test results from compliance sampling, previous water main replacement projects, work orders, service orders, staff knowledge, water billing information, geospatial data, and verified SLM records. Since the records review is required under the LCRR, TruePani will work with Cambria CSD to develop a plan to assemble and review the identified data sources for building the SLM Inventory.

	<ul style="list-style-type: none"> • Water line replacement and extension/addition projects • Verified service line material records
	<ul style="list-style-type: none"> • Parcel information • Existing GIS databases/shapefiles
	<ul style="list-style-type: none"> • Work/service/field orders • Verified service line material records • Meter cards, tap/tie cards
	<ul style="list-style-type: none"> • Utility purchasing records and plumbing records • Local codes and ordinances
	<ul style="list-style-type: none"> • Compliance sampling data
	<ul style="list-style-type: none"> • Water billing information

After the Project Kickoff Meeting, TruePani will create a plan for gathering all information, a method for reviewing existing data sources, and privacy agency information.

Task 2 Deliverables

Project Kickoff Meeting Agenda and Notes

3. Records Review and Initial Inventory Build Out

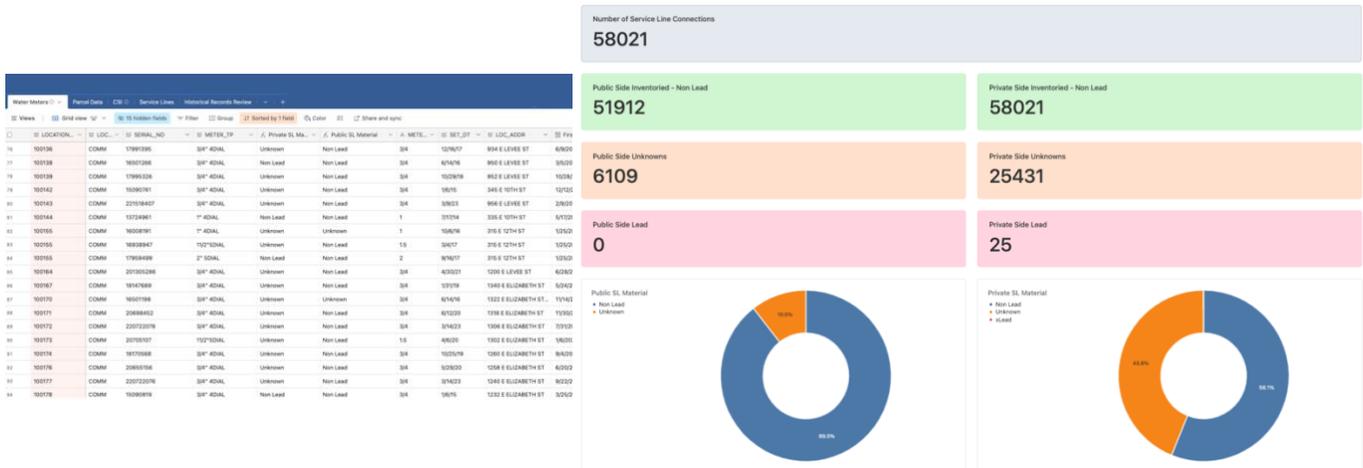
TruePani begins the records review process by evaluating the SLM Inventory data sources identified during the Project Kickoff Meeting. This includes compiling location data for each service line that can be used as a “primary key” for the inventory. The data is collected, classified, and maintained in a manner that is appropriate for Lead and Copper Rule compliance. TruePani staff can complete the records review onsite and digitize applicable documents, or if documents are already digitized, the work can be completely remotely.

TruePani will build the preliminary inventory within its centralized, cloud-based database, called the **Data Management System (DMS)**. The DMS organizes and houses the service line inventory, which is a catalog of all information on both private and public-side materials for all service line connections within a system. All data reviewed during the historical records review process will be recorded within DMS so that Cambria CSD will have a history of the records review activities that



were conducted. Good data management practices during the initial records review will ensure a solid basis of evidence for future inventory and water system work.

Data within DMS is sorted into individual tables, based on the source of information. For example, as-builts, work orders, customer verifications, field observations, tap cards, account and billing information, and resident contact information would be stored in separate tables, each with their own unique identifier. The final inventory will pull information from all the data sources to determine the service line material designation (e.g., Lead, Non-Lead, GRR, or Unknown). Data in DMS is also displayed through a **Dynamic Dashboard** that provides overall SLM Inventory progress.



Task 3 Deliverables

Initial SLM Inventory

Dynamic Dashboard

4. Identification of Unknowns

Water systems are incentivized to reduce the number of unknowns in the initial inventory developed from historical records. After completing the initial records review, TruePani will work with the City of Santa Barbara to develop and implement a strategy for identifying the material of unknown service lines following the **Stratified Random Sampling** approach recently outlined in guidance released by DDW.

DDW guidance suggests that Stratified Random Sampling is the best statistical approach for medium to large systems with more than 1,500 unknown service lines. In Stratified Random Sampling, the unknowns service connections are stratified into tiers based on the date of installation. The exact method of determining the number of physical verifications will depend on the number of unknowns after the historical records review has been exhausted. If fewer than 10,000 unknowns are present in the inventory, the number of physical verifications will be calculated from the total number of unknowns. The State of California is currently only accepting a statistical verification method based on the 95% confidence interval approach with a margin of error of +/- 5%. If the number of unknowns is greater than 10,000, a sample size calculation will be performed for each tier of unknowns, rather than the entire population.

TruePani will develop an **SRS Workplan** for submission to Water Boards that outlines proposed methods for identifying unknowns. Water Boards requires approval of the Workplan in writing before



SRS can be deployed. Upon approval from Water Boards, TruePani will provide Cambria CSD with a list of locations that will need to be physically verified by the system, both on the public and private side. Discussion with Cambria CSD has indicated that these physical verifications will be performed through meter box inspections.

Task 4 Deliverables

SRS Workplan for Submission to Water Boards

5. Submission of Initial Inventory and Annual Update

After completion of the SRS physical inspections, TruePani will provide the **SLM Inventory in the California-Approved Spreadsheet** format, with material classifications on both the public and private portions of the service line matching the requirements of the state-approved template. Cambria CSD will be responsible for submitting the final inventory through the State's inventory portal.

The LCRR requires that customers served by lead, GRR, or unknown service lines send a notification to customers within 30 days of submitting the initial inventory to Water Boards. If the final inventory contains lead, GRR, or unknown service lines, TruePani will deliver **Template Letters** to Cambria CSD that can be used to meet this requirement.

Task 5 Deliverables

SLM Inventory in Water Boards Spreadsheet

Template Letter with Lead,
GRR, or Unknown Service Lines



Cost Quote

Task 1: Project Management	\$ 10,000.00
Task 2: Inventory Framework and Data Gathering	\$ 12,000.00
Task 3: Records Review and Initial Inventory Build Out	\$ 15,000.00
Task 4: Identification of Unknowns	\$ 5,000.00
Task 5: Submission of Initial Inventory and Annual Update	\$ 2,500.00
Total (Not to Exceed)	\$ 44,500.00

2024TRUEPANI-01

February 2024

Page 9 of 12

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2024TRUEPANI-01

February 2024

Page 10 of 12

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

2024TRUEPANI-01

February 2024

Page 11 of 12

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

2024TRUEPANI-01

February 2024

Page 12 of 12

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.