

**CALIFORNIA CENTRAL COAST WATER QUALITY CONTROL BOARD  
CENTRAL COAST REGION  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401-7906**

**ADMINISTRATIVE CIVIL LIABILITY  
STIPULATED ORDER NO. R3-2005-0012**

**Issued to:**

**Coast Unified School District  
Cambria Elementary School  
San Luis Obispo County**

The California Central Coast Water Quality Control Board, Central Coast Region (“Water Board”), finds:

1. Coast Unified School District (hereafter CUSD owns the Cambria Elementary School construction site at 3223 Main Street, Cambria, San Luis Obispo County (hereafter Site).
2. On March 12, 2004, CUSD filed with the State Water Resources Control Board a Notice of Intent to comply with the terms of the General Permit for Storm Water Discharges Associated with Construction Activity (Permit).
3. The Permit requires CUSD to develop and implement a Storm Water Pollution Prevention Plan (SWPPP) in accordance with Permit Section A, and “implement an effective combination of erosion and sediment control on all disturbed areas during the rainy season.”
4. Water Board staff and Morro Group inspected the site on several occasions and documented multiple alleged violations, including discharge without appropriate Best Management Practices (BMPs), inadequate SWPPP, and ineffective and un-maintained BMPs.
5. On January 12, 2005, the Water Board’s Executive Officer issued Administrative Civil Liability Complaint No. R3-2005-0012 (Complaint) which alleges that CUSD violated provisions of the Permit while engaged in construction activities at the Site, for which the Water Board may impose civil liability pursuant to Section 13385 of the Water Code.
6. Both Water Board staff and Morro Group monitors observed additional alleged violations after the Complaint was issued. CUSD denies the allegations in paragraphs 4, 5 and 6.
7. Water Board staff and CUSD met numerous times to discuss settlement. A proposed Settlement Agreement, which is subject to a public comment period and Central Coast Water and CUSD Board approval was reached.
8. Water Board staff costs for investigating this alleged incident and follow-up (technical, legal, and administrative) were alleged to be approximately \$8,550, as set forth in the Settlement Agreement.
9. Based upon the terms of this Order and the signed Settlement Agreement, CUSD, without admission of liability, agrees to deposit Two Hundred and Ninety One Thousand, Four Hundred and Fifty Dollars (\$291,450) into a San Luis Obispo County Community Foundation (Foundation) trust fund. The funds will be disbursed at the direction of the Water Board Executive Officer, and will be used as described below.

10. CUSD's satisfactory completion of its obligations under this Order will resolve all disputes between the Water Board and CUSD relating to the Site, that occurred on or before the Effective Date of the Settlement Agreement ("the Dispute").

This order is based upon CUSD's agreement and is for the purpose of enforcement of payment of the sums set forth herein by CUSD.

11. Based upon the terms of this Order and the Settlement Agreement, CUSD, without any admission of liability or adjudication of any issue of law or fact, agrees to pay the sums specified below.

12. This action is taken for the protection of the environment and as such is exempt from provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) in accordance with California Code of Regulations, Title 14, Sections 15307 and 15308.

**IT IS HEREBY ORDERED, AS STIPULATED BETWEEN THE PARTIES:**

1. CUSD, without admitting liability, shall pay Water Board staff costs of Eight Thousand Five Hundred and Fifty Dollars (\$8,550). The warrant shall be made payable to the State Water Resources Control Board and delivered to the Water Board within thirty days after the effective date of the Settlement Agreement; provided, however, that if this Order is adopted at the July 2005 Water Board meeting, the Executive Officer shall not take any action pursuant to Section 13328 of the Water Code if CUSD makes such payment prior to September 6, 2005 and that a failure to pay before September 5, 2005 shall not be a breach of the Settlement Agreement.

2. CUSD, without admitting liability, shall deposit Two Hundred and Ninety One Thousand, Four Hundred and Fifty Dollars (\$291,450) into a San Luis Obispo County Community Foundation ("Foundation") trust fund account (Fund) by warrant made payable to the San Luis Obispo County Community Foundation within forty-five days after the Executive Officer and the Foundation execute the agreement described in Paragraph 5 or, within forty-five days after the Settlement Agreement becomes final, whichever is later. The Executive Officer may extend this date pursuant to Paragraph 6. These funds shall be used towards completion of a Supplemental Environmental Project (SEP), the fish barrier removal project at Ferasci Road. If CUSD does not deposit the funds by the relevant date, the Water Board may proceed as set forth in the Settlement Agreement.

3. The Central Coast Water Board Executive Officer shall use the following milestones to evaluate the timely and successful completion of the fish barrier removal project at Ferasci Road. CUSD has no obligation to ensure that these milestones are met:

- a. Intent to proceed with the project, and permission by all applicable property owners and the County, as appropriate, by January 7, 2006.
- b. Compliance with all CEQA requirements by January 7, 2006.
- c. Demonstration that sufficient additional funds have been acquired to complete the project by July 7, 2007.
- d. Commencement of construction by August 7, 2008.
- e. Completion of construction by December 7, 2008.

4. The Water Board Executive Officer shall direct the distribution of the funds. Notwithstanding any contractual agreements between the Foundation and any third party, the Executive Officer shall not authorize payment of any invoice unless the work being invoiced has been completed to the Executive Officer's satisfaction.

5. CUSD shall have no further obligations under this Order and the Settlement Agreement following deposit of the funds in the Foundation Fund and payment of the amount in Paragraph 1. However, the Executive Officer shall enter into an agreement with the Foundation that includes the following provisions. CUSD shall not be required to make the deposit described in Paragraph 2 until forty-five days after the Foundation agreement is fully executed or forty-five days after the effective date of the Settlement Agreement, whichever is later. The required provisions are:
  - a. The Foundation shall not enter into any grant or other contract for the foregoing project until the Executive Officer approves project specifications, milestones and reporting requirements consistent with this Order and the State Water Resources Control Board's Water Quality Enforcement Policy.
  - b. The Foundation shall not make progress or other payments to any Grantee until the Executive Officer provides written notice that all milestones associated with the payment have been completed to Executive Officer's satisfaction.
  - c. If any milestone is not completed to the satisfaction of the Executive Officer by the date of that milestone, and after reasonable efforts by the Water Board to get the project back on time, unless the Water Board or Executive Officer extends the time schedule pursuant to Paragraph 6, all funds remaining in the Fund shall be directed to the following projects, in this order of priority:
    - i. Santa Rosa Creek Watershed Enhancement Plan
    - ii. Bank Stabilization Project at East Ranch
    - iii. Forest Management Project
  - d. The Foundation shall not enter into any grant or other contract for the projects in Paragraph 5c until the Executive Officer approves project specifications, milestones and reporting requirements consistent with this Order and the State Water Resources Control Board Enforcement Policy. If any milestones for the Santa Rosa Creek Watershed Enhancement Plan are missed, and after reasonable efforts by the Water Board to get the project back on time, unless extended by the Executive Officer, the remaining funds shall be directed to the Bank Stabilization Project at East Ranch. If any milestones for the Bank Stabilization Project are missed, and after reasonable efforts by the Water Board to get the project back on time, unless extended by the Executive Officer, the remaining funds shall be directed to the Forest Management Project.
  - e. The Foundation shall provide the Executive Officer and CUSD with an annual accounting.
  - f. The Foundation shall pay any funds remaining in the Fund, as of July 7, 2020, to the State Water Resources Control Board's Cleanup and Abatement Account, unless the Executive Officer or the Central Coast Water Board extends this milestone pursuant to Paragraph 6.
  - g. The Foundation shall not enter into any grant or contract unless the Executive Officer or counsel for the Water Board approves the grant or contract as to form.
  - h. The Foundation may subtract its fees from the Fund containing the Two Hundred and Ninety One Thousand, Four Hundred and Fifty Dollars (\$291,450), which fees shall not exceed two per cent of the total.
  - i. Any Grant contract shall require that, prior to commencing construction, any Grantee must obtain the Executive Officer's approval of construction milestones.
  - j. Any Grant contract shall require that the Grantee must provide the Executive Officer and CUSD with an Annual Report describing the progress of the SEP. The Annual Report shall include the tasks completed in the past year and describe the tasks that are planned for the year to come. The Annual Report shall be submitted on or before July 7 of each year until the funds are depleted or the project is complete.

- k. The Foundation or Grantee(s) shall provide the Water Board with a post-project accounting of expenditures.
  - l. If, for whatever reason, the Water Board desires at any time to use some or all of the deposited funds on a project that is not listed here, it shall first obtain CUSD's written approval for the use of funds on that project. Should an agreement with the Foundation not be reached after reasonable effort, the Water Board may propose for CUSD's written approval another trustee to hold in trust the funds to be deposited.
6. The Water Board hereby reserves jurisdiction to extend all timelines set forth in this Order, which shall then extend the same timelines in the Settlement Agreement. The Water Board or the Executive Officer may extend the deadline for any milestone if the Water Board, or the Executive Officer, determines that the delay was beyond the reasonable control of the person(s) (e.g. Foundation or its Grantee(s) or contractors) responsible for meeting the milestone.
  7. CUSD shall have no further obligations under this Order following deposit of the funds with the Foundation and payment of the amount in Paragraph 1. CUSD shall have no liability for any failure of the Foundation or its Grantee(s) or contractors to comply with the terms of this Order.
  8. This Order shall not become final until the Central Coast Water Board has provided 30 days public notice in accordance with 40 CFR 123.27.

**I, Roger W. Briggs, Executive Officer,** do hereby certify that the foregoing is a full, true, and correct copy of an order adopted by the Central Coast Water Quality Control Board on July 7, 2005.

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Roger W. Briggs, Executive Officer

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Date