



Emergency Water Distribution Plan

Merced County
Office of Emergency Services

July 7, 2015

Table of Contents

I.	Background and Introduction	2
II.	Current Status	3
III.	Resources	3
	A. Eligible Applicants.....	3
	B. Eligible Costs	4
	C. Non-Eligible Costs.....	5
	D. California Disaster Assistance Act Requirements	5
IV.	Emergency Water Distribution	5
	A. Program Management.....	5
	B. Application Process	6
	C. Oversight Committee	6
	D. Site Inspection.....	6
	E. Temporary Water System Installation	6
	F. Water Delivery.....	6
	G. Services and System Maintenance.....	7
	H. Inventory Control.....	7
	I. Water Quality.....	7
	J. Reporting and Cost Recovery	7
V.	Appendices	
	A. Application	
	B. Installation Schematics	
	C. Right of Entry, Hold Harmless Form, and Lease Agreement	
	D. Process Flow Chart	

I. Background and Introduction

With California facing water shortfalls in the driest year in recorded state history, Governor Edmund G. Brown, Jr. proclaimed a State of Emergency on January 17, 2014 and directed state officials to take all necessary actions to prepare for these drought conditions.

In the State of Emergency declaration, Governor Brown directed state officials to assist farmers and communities that are economically impacted by dry conditions and to ensure the state can respond if Californians face drinking water shortages. The Governor also directed State agencies to use less water, hire more firefighters, and initiated a greatly expanded water conservation public awareness campaign.

On January 15, 2014, the Secretary of the United States Department of Agriculture designated 27 counties as primary natural disaster areas due to drought. Merced County was included in this designation and was eligible to be considered for certain assistance from the Farm Service Agency, provided eligibility criteria are met.

On February 11, 2014, Merced County Office of Emergency Services (OES) held an Area Council meeting with stakeholders within Merced County to begin the planning and preparedness for drought impacts within local communities. The Drought Taskforce was created to exchange information between state and local agencies. Monthly meetings continue to take place, with updates from the following entities: United States Department of Agriculture, State Water Resources Control Board – Division of Drinking Water, Department of Water Resources, Merced Irrigation District, Central California Irrigation District, Drought Conservation Public Information, Merced Farm Bureau, UC Merced, UC Cooperative Extension, Cal FIRE, Cal OES Region V, Community Water Districts, City of Atwater, City of Dos Palos, City of Gustine, City of Livingston, City of Los Banos, City of Merced, Merced County Department of Public Health – Environmental Health, Economic Development, Ag Commissioner, Public Works, and OES.

On February 25, 2014, the Merced County Board of Supervisors proclaimed the existence of a local emergency due to drought. The County's local emergency proclamation continues, along with 25 other counties in the State.

On May 17, 2014, the first drought-related water system issue was reported in the community of Le Grand. The potential impacts were the loss of 425 service water connections that included: 1,700 residents, one high school, one elementary school, and an agricultural business that was the primary community employer. Due to the established relationship with the State Water Resources Control Board (SWRCB) – Division of Drinking Water, funding was secured and support provided to avoid any well failures.

On September 19, 2014, Governor Brown issued Executive Order (EO) B-26-14 authorizing the California Office of Emergency Services (Cal OES) to provide California Disaster Assistance Act (CDAA) funding, as deemed appropriate, for local government assistance to provide emergency water supplies to households without water for drinking and/or sanitation purposes. Costs relating to the emergency distribution of water for drinking and/or sanitation incurred after January 17, 2014 may be eligible for CDAA reimbursement.

On March 27, 2015, the State Water Resources Control Board – Division of Drinking Water held a local drought workshop through the Department of Public Health – Division of Environmental Health. This workshop targeted local water system operators, discussing the drought and its impacts to their systems. The workshop also discussed funding that may be available and drought preparedness planning.

The State Water Resources Control Board – Division of Drinking Water continues to monitor additional water systems within Merced County that have identified needs including: Le Grand Community Water District, Plainsburg School, City of Livingston, Volta Community Service District, Santa Nella and San Luis Hills. Merced County continues to work with SWRCB to identify and implement solutions.

This plan provides the information, qualifications, configuration, equipment and details needed to provide temporary water distribution systems to those Merced County residents whose home wells have gone dry as a result of the drought.

II. Current Conditions

January 2015 finished as one of the driest on historical record, with very little precipitation throughout the state. In early February, rainfall from a major statewide storm event provided 90% of the monthly average rainfall for the Northern Sierra, and 52% for the San Joaquin Valley. Less rain fell further south in the state during this storm. The February manual snowpack survey recorded California snowpack at 19% of normal to date, and 12% of the April 1st average. Local reservoir levels as of May 21, 2015 remain low: Don Pedro – 41% of capacity (54% of average); Exchequer – 12% of capacity (18% of average); and San Luis 56% of capacity (68% of average).

Cal OES continues to monitor and identify communities and local water systems in danger of running out of water. Approximately 2,014 wells statewide have been identified as critical or dry, which impacts an estimated 10,070 residents. As of June 4, 2015, Cal OES has reported that 1,769 of the 2,014 dry wells are concentrated in the inland regions within the Central Valley.

As Merced County continues to suffer from the impacts of a multi-year drought, many homeowners in unincorporated areas have seen their wells go dry. Due to high demand for well drilling services, residents and business owners have experienced an average wait of six to eighteen months for a new or deeper well to be completed. Going without a dependable water supply for this length of time creates an extreme hardship and can potentially put the health and safety of those affected at risk.

III. Resources

A. Eligible Applicants

As outlined by EO B-26-14, the following entities are eligible to participate in the Emergency Water Distribution program:

- Counties
- Cities

- Special Districts
- Schools
- Private Non-profit organizations

Only those jurisdictions with the authority to provide emergency water supplies in response to a threat to public health and safety are eligible. Residents requesting assistance must work directly with these identified entities.

In addition to local public agencies, EO B-26-14 makes funding available under the State Private Non-profit Organization Assistant Program. This program allows certain eligible private non-profit organizations or intermediary private non-profit organizations to apply directly to the State for reimbursement of 100% of extraordinary costs incurred while providing emergency distribution of water for drinking and/or sanitation. However, local government must first designate the private non-profit organization as the entity authorized to distribute water on its behalf.

B. Eligible Work and Costs

EO B-26-14 specifically identifies types of work and costs that are eligible for reimbursement when providing for the emergency distribution of water to residents. Eligible types of work include:

- Emergency work
- Category B – Emergency Protective Measures
 - Actions taken by a community before, during and following a disaster to save lives, protect public health and safety, or eliminate immediate threat of significant damage to improved public and private property through cost effective measures.
- Activities eligible only under a “Gubernatorial Proclamation”

Within these types of work, the eligible costs must be proven to be necessary and reasonable, must comply with standards of procurement, and be offset by all funds/credits provided to the resident via outside sources. The eligible costs include:

- Emergency water supplies for sanitation, such as providing portable toilets and/or portable shower or laundry services
- Installation and removal of temporary water tanks, and required pertinences, to provide potable water to owner-occupied household for drinking and sanitation

C. Non-Eligible Costs

The following are examples of expenses that are ineligible for reimbursement through the CDAA for EO B-26-14:

- Income, fees, revenues, wages, or rents lost or voluntarily waived by a local agency
- Activities or costs associated with permanent work such as the drilling of wells
- The distribution of water to businesses (rental property is considered a business unless rental income is waived by the landlord)

D. CDAA Application

As a result of EO B-26-14, the California Disaster Assistance Act established incident CDAA 2014-03 by which eligible entities may apply to participate in the reimbursement program. The incident period of CDAA 2014-03 is January 14, 2014 through a date yet to be determined. A local agency has 60 days after the date of the proclamation of a local emergency to apply for state financial assistance. However, due to on-going drought conditions, pursuant to California Government Code, Section 8685.4, the Director of Cal OES may extend the time for filing an application for state financial assistance under CDAA. Time extensions will be considered on a case-by-case basis. Once CDAA receives a copy of an approved Emergency Drinking Water Plan, project application form, list of projects, and designation of authorized agency, participation in the program can begin.

IV. Emergency Water Distribution

A. Program Management

Merced County Office of Emergency Services will oversee the emergency water distribution program and will facilitate an Oversight Committee to review and approve applications for services. A private non-profit organization will be identified and tasked to perform the following duties on behalf of the County:

- Receive and prepare applications for review
- Install and maintain temporary Water Distribution Systems
- Coordinate water deliveries
- Track active temporary Water Distribution Systems and their removal

The system will be designed as a temporary water delivery solution. All water distribution installations and site plans must be approved and the installation inspected by the Merced County Department of Public Works – Buildings Division prior to use by the resident. The private non-profit organization is required to submit all plans, obtain permits and coordinate any required inspections.

B. Application Process

Merced County Office of Emergency Services will direct the identified private non-profit organization to receive, review, and track all applications for the temporary water distribution system program. Completed applications that meet eligibility requirements, along with supporting documentation, will be forward to OES and reviewed by the Oversight Committee for final approval prior to system purchase and installation. Each household temporary water distribution system recipient will be required to submit a well permit application, sign a Lease Agreement, Right of Entry, and Hold Harmless Agreement provided by the private non-profit organization to outline the responsibilities of all parties involved. The agreement's terms must be met prior to installation or dissemination of any equipment or services related to the program.

C. Oversight Committee

Merced County Office of Emergency Services will facilitate an Oversight Committee to review and approve applications for temporary water delivery services and other services outside of water delivery as appropriate. The Oversight Committee will consist of a representative from each of the following County departments: Office of Emergency Services, Public Health – Division of Environmental Health, Department of Public Works – Buildings Division, Planning, and Human Services Agency. The Oversight Committee will review all applications to ensure that the appropriate level of service is being recommended and provided to residents in order to address health and safety concerns identified through the application process.

D. Site Inspection

Once an application has been approved by the Oversight Committee, the private non-profit organization will conduct a site inspection to verify the current groundwater well status, the existence of a feasible plan to have a new or deeper well constructed, or other long-term water supply solution in place, and to determine the best location and design for the temporary water distribution system. The private non-profit organization will work with the Merced County Public Works Department – Buildings Division to obtain all necessary permits and to ensure that the temporary Water Distribution System is in compliance with current building and safety codes.

E. Temporary Water System Installation

Following the site inspection, the private non-profit organization will request final approval from the Oversight Committee to proceed with system installation. The private non-profit organization will arrange for the installation of the temporary water distribution system and ensure that each installed tank is labeled as “non-potable”.

F. Water Delivery

Once the system is installed, the private non-profit will coordinate water deliveries with water haulers that are licensed by the State Water Resources Control Board. Water deliveries must be pre-approved and scheduled in advance with the private non-profit organization. Bottled water deliveries will also be coordinated through the private non-profit organization. Recipients will receive no more than one water delivery per week. The amount of water delivered will be based on the number of residents in each home, with one gallon per person per day for drinking and 50 gallons per person per day for sanitation provided. Water delivered is solely for health and

sanitation purposes. A recipient must agree to cease all ornamental watering activities while receiving services through the Temporary Water Delivery program.

G. Service and System Maintenance

The private non-profit organization will educate program recipients regarding the appropriate care and use of the system and instruct that all drinking and cooking activities should be conducted with bottled water. All system maintenance and repair issues will be coordinated directly through the private non-profit organization.

H. Inventory Control

The private non-profit organization will be responsible for the following activities related to inventory control:

- Assign inventory control numbers to each water distribution system unit
- Track equipment, installation location, and authorized equipment maintenance and repairs
- Coordinate recovery of water distribution system unit once permanent water services have been restored to residence
- Disinfect water distribution system units to prepare for future distribution as needed

I. Water Quality

Licensed water haulers will be required to maintain records assuring the water delivered to and utilized in the temporary water distribution systems will meet potable water standards as identified by the California Code for Drinking Water. Although all of the water delivered will be potable, the private non-profit organization will provide a Drinking Water Advisory Notice to residents at the time of installation to ensure that bottled water is used for all drinking and cooking activities.

J. Reporting and Cost Recovery

The private non-profit organization will submit monthly reports to Merced County OES that outline:

- Recipient information
- Approved services provided
- Cost associated with installation and maintenance
- Recovery of systems

In addition to monthly reports, Merced County OES will review all requests for CDAA funding reimbursement. Once approved, these requests will be forward to Cal OES for payment.

Appendix A – Application

Date:

Do you rent or own the property? Own Rent

First Name:

Last Name:

Address:

Telephone:

City:

County:

Zip Code:

Well Address:

APN Number (If Available):

How many persons are using this well for their water source?

Age of Residents: Less than 18 18-60 Over 60

What is the primary use of the well? Domestic Agricultural

What is the current problem with the well?

Well is dry and needs to be replaced.

Other _____

Has dry well documentation been provided by a well drilling company or pump company?

Yes (Please attach documentation to application.) No

Have you contacted a well driller and been placed on a list for well installation?

Yes (Please attach documentation to application.) No

If yes, how long do you estimate it will take for the new well to be installed?

1- 3 months 3- 6 months 6-12 months 12-18 months

Have you completed and signed the Right-of-Entry Hold Harmless Agreement?

Yes (Please attach documentation to application.) No

Have you completed and signed the Personal Property Private Non Profit Enterprises Lease and Release and Waiver of Liability and Assumption of Risk Agreement?

Yes (Please attach documentation to application.) No

Have you received the Drinking Water Advisory Notice? Yes No

Owner Signature _____ Date: _____

By signing the application you are certifying under penalty of perjury under the laws of the State of California that all of the information is correct to the best of your knowledge.

For Official Use Only

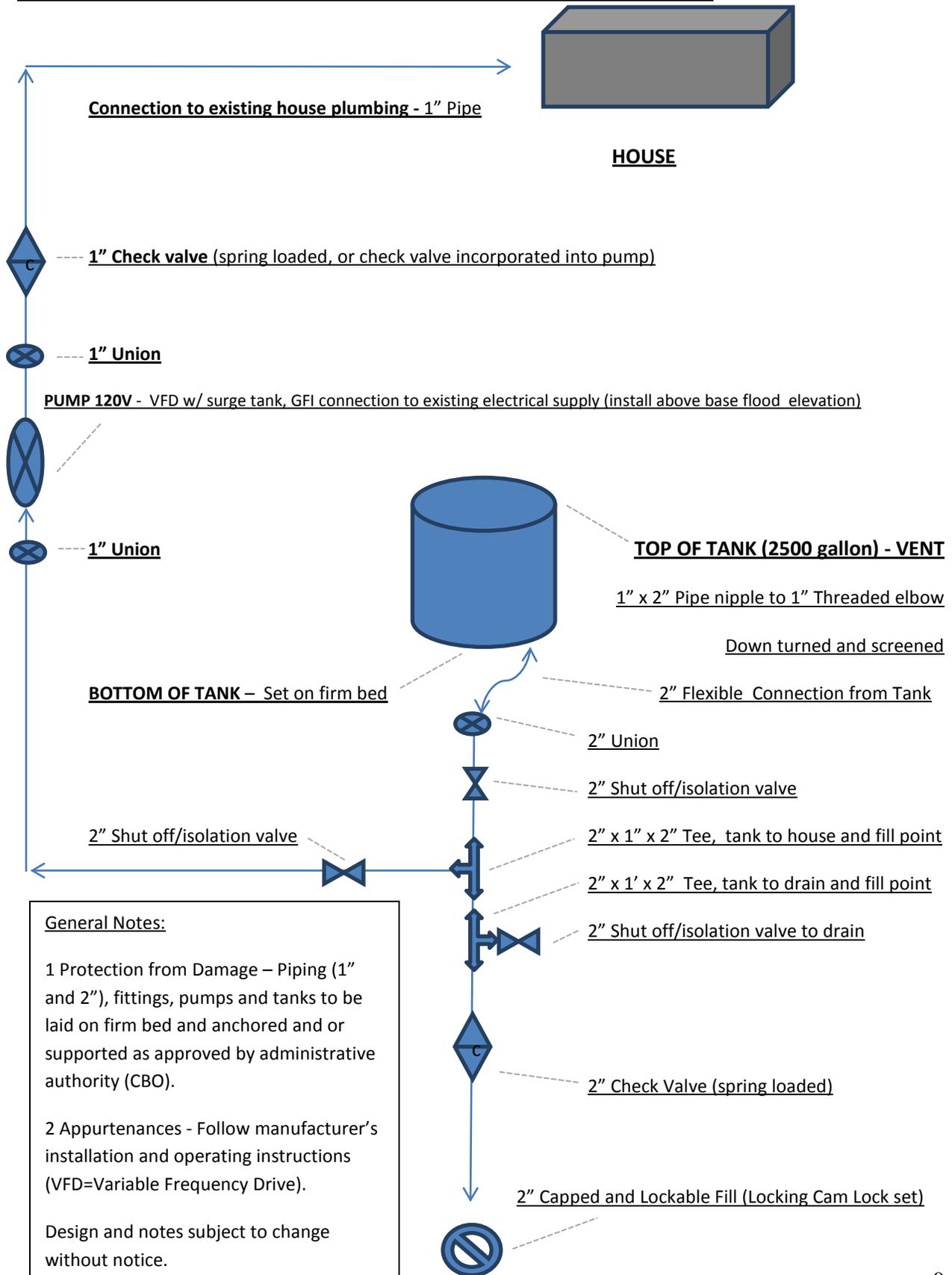
Application complete Yes No Signature: _____ Date: _____

Private Non Profit

Application approved Yes No Signature: _____ Date: _____

Appendix B – Installation Schematic

Typical Temporary Water Distribution System Install (CDAA 2015)



General Notes:

- 1 Protection from Damage – Piping (1" and 2"), fittings, pumps and tanks to be laid on firm bed and anchored and or supported as approved by administrative authority (CBO).
- 2 Appurtenances - Follow manufacturer's installation and operating instructions (VFD=Variable Frequency Drive).

Design and notes subject to change without notice.

Provide GFCI receptacle at pump

Appendix C – Right of Entry, Hold Harmless Form, and Lease Agreement

RIGHT-OF-ENTRY HOLD HARMLESS AGREEMENT

(For Installation and Maintenance of Interim Water Supply on Private Property)

THIS RIGHT-OF ENTRY HOLD HARMLESS AGREEMENT (“Permit”) is made and entered into this ____ day of _____, 2015 by and between _____ (“Owner”), COUNTY OF MERCED, a Political Subdivision of the State of California, (“County”), and PRIVATE NON PROFIT ENTERPRISES, a non-profit agency, whose address is (“Private Non Profit”), to allow County and Private Non Profit to enter upon Owner’s property commonly identified by Assessor’s Parcel Number (APN) _____, and by street address as _____, County of Merced, State of California (“Premises”), upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County and Private Non Profit this Permit (i.e., a right-of-entry) onto, over, in, and under the Premises for the purpose of inspecting the Premises, testing materials on the Premises, preparing the Premises, and placing a ground level water storage tank(s) with pump and appurtenances on the Premises, subject to the terms and conditions set forth in this Permit. Owner also grants County and Private Non Profit permission to remove tank, pump and appurtenances according to terms set forth herein. Private Non Profit and County is offering provision of interim water supply pursuant to Executive Order B-26-14 executed by the California Governor to property owners under a separate personal property lease and release and waiver of liability and assumption of risk agreement.

2. Owner Obligations.

(a) During the term of this Permit Owner agrees not to enter into any other agreement that would impede the ability of Owner to continue to convey this Permit to County and Private Non Profit.

(b) Audits. All disaster-related funding, including that for inspection, testing, or installation of interim water supply on private property is subject to audit. County and Private Non Profit will furnish any documentation in its possession to auditors when required to do so.

3. Term. The term of this Permit shall commence on _____, 20____, and shall proceed simultaneously during the term of the Personal Property Lease Release and Waiver of Liability and Assumption of Risk Agreement signed between Owner and Private Non Profit pertaining to the lease of the ground level water storage tank, pumps and appurtenances, for interim water supply as described herein. Upon the Personal Property Lease Release and Waiver of Liability and Assumption of Risk Agreement terminating, this Permit shall automatically terminate.

4. Release. Owner releases, discharges and waives any and all claims in law or equity, for loss, damage, expense, personal injury, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), which Owner could assert arising out of or in any way connected to actions arising out of this Permit,

against Merced County, Private Non Profit, the State of California, including each of their agencies and departments and political subdivisions, and any of the officers, agencies, agents, contractors, subcontractors, employees, and volunteer of those entities.

5. State of California is Held Harmless. As to any activity funded wholly or in part with State funds, Owner shall indemnify and hold harmless the State of California, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, regardless of fault.

6. County and Private Non Profit are Held Harmless. As to any activity conducted by County or Private Non Profit pursuant to this Permit, Owner shall indemnify and hold harmless the County and Private Non Profit, including any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, regardless of fault.

7. Notice of Hazards. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks, underground storage tanks, and water lines located on the Premises.

8. No Assumption of Liability for Damage to Premises. In consideration of the assistance provided to Owner under this Permit, at no cost to Owner, State of California, County, and Private Non Profit assume no liability or responsibility pertaining to inspecting the Premises, testing materials on the Premises, preparing the Premises, and placing a ground level water storage tank(s) with pump and appurtenances on the Premises. Therefore, Owner shall not seek to recover from Private Non Profit, County and State of California or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, the costs of remediating any damages to the Premises incurred as a result of acts or omissions taken pursuant to this Permit.

9. Agents of County and Private Non Profit. Any person, firm, corporation or other entity authorized by the County to work upon the Premises pursuant to this Permit shall be deemed to be County's agent, including but not limited to Private Non Profit, County and State of California, and shall be subject to all applicable terms of this Permit.

10. Authority. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are

authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner, except to the extent common ownership, or condominium or homeowners association of a portion of the structures on the Premises or of the land comprising the Premises, is disclosed here:

Common ownership if any (if none, write "none"): _____

11. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

12. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by all parties to this Permit.

13. Partial Invalidation. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

14. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

15. Notices. Any notice required hereunder shall be provided as follows:

For the Owner:

Name: _____

Address#1: _____

Address#2: _____

Phone number: _____

Cell phone number: _____

Work phone number: _____

Email address: _____

Declaration Under Penalty Of Perjury

By signing below, you are certifying under penalty of perjury under the laws of the State of California that you have read and understand all of the information in aforementioned Right- Of- Entry Permit and all of the information entered is correct and to the best of your knowledge.

<p>OWNER: Assessor's Parcel Number: _____ Property Address: _____ _____</p> <p>By: _____ (signature) _____ (printed name) _____ (date) Phone #1: _____ Phone #2: _____ Email address: _____ _____</p>
--

**Personal Property Lease
Release and Waiver of Liability and
Assumption of Risk Agreement**

I. This lease made this _____, 2015 between Private Non Profit Enterprises (“Lessor”), a non-profit agency, whose address is, and _____ (“Lessee”).

II. Lessor hereby leases to Lessee the following personal property (“Property”):

- (1) 1 - _____ gallon ground level storage tank.....Inventory #(T_____)
- (2) 1 1-Horsepower Shallow Well Pump with Pressure Tank.....Inventory#(P_____)
- (3) Miscellaneous Plumbing Material for interim potable water connection on the following conditions:

III. Term

The term of the lease shall be 12 months, such term shall commence on _____, 20____ and terminate on _____, 20____, unless otherwise terminated as provided in this lease. Lessor shall have the right, at its option, to extend the term of this lease for a period of time after the expiration of the lease term by giving written notice to Lessee before the end of the lease term. A condition of extending the lease term will include documentation that the lessee has made efforts to obtain a long term solution to the lessee’s subject property’s water outage for residential purposes. Lessee shall have the right to terminate the lease at any time upon providing written notice to Lessor, and allow reasonable time for the Lessor to remove personal property listed above.

IV. No Compensation For Lease

Lessor shall lease the equipment referenced above to Lessee, and Lessee and Lessor shall comply with the terms and conditions of this lease without the payment of any monetary consideration between Lessor and Lessee, one party to the other.

V. Location of Property

Lessee shall be entitled to use the Property only at the following location _____. Lessee shall not remove Property from this location without the prior written consent of Lessor.

VI. Maintenance and Repair

Lessee shall exercise due care in the use and maintenance of Property, keeping it in good repair and in a condition equivalent to that in which it was received by Lessee, ordinary wear and tear excepted. Lessee is responsible for Property and shall protect property from damage and notify authorities of any vandalism or theft. If pumps are allowed to run with no water, they may fail so it is the Lessee’s responsibility to turn pump off when tank is low and/or out of water. As

needed, the Lessee shall allow the Lessor or its representative to test and disinfect water in water tank/pump system.

VII. Assignment or Sublease

Lessee will not assign this lease or sublet the leased Property unless the written consent of the Lessor is first obtained.

VIII. Default

If Lessee shall be in default of any of any term and condition in this lease or in the separate right-of-way hold harmless agreement, remove or attempt to remove the leased Property from location without first obtaining Lessor's written consent, or the declared proclamation of a local emergency as a result of the current drought is no longer in place ceasing available allocated funding from the State of California to provide/maintain the leased Property to Lessee, Lessor shall, at its discretion, terminate this lease and Lessee's right to possession of leased Property, and Lessor shall then without demand on or written notice to Lessee take possession of leased Property.

IX. Return of Property

On expiration or earlier termination of this lease (such as if a long term water solution is implemented), Lessee shall return leased Property to lessor in good repair, ordinary wear and tear excepted.

X. Indemnity

Lessee hereby agrees to indemnify and save and hold harmless Lessor, County of Merced, and State of California, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers against any and all claims, actions, proceedings, demands, damages, judgments, awards, fines, mechanics' liens or other lien, loss, expenses, personal injury, property injury, charges or costs of any kind or character and liabilities, including attorney's fees and court costs, in law or in equity, which arise from or are anyway connected with the lessee's possession, use, and return of the leased Property.

XI. Applicable Law

This lease, and construction thereof, shall be governed by the laws of the State of California.

XII. Notices

Any notice to be given under this lease shall be given by mailing the notice:

TO LESSOR: Private Non Profit Enterprises

TO LESSEE: _____

Release and Waiver of Liability and Assumption

Lessee hereby acknowledges that every effort is made to ensure that water being provided through the County Emergency Water Distribution Program is potable water. All materials and equipment used are of potable-grade, only potable water sources and haulers that are licensed by the California Department of Public Health are used; however no warranty is made and user assumes all risk of utilizing this water for any specific purpose including drinking, cooking or oral hygiene.

Lessee hereby acknowledges that THE USE OF LEASED PROPERTY MAY BE DANGEROUS and involves the risk of serious injury and/or death and/or property damage.

Lessee hereby agrees that this Release and Waiver of Liability and Assumption of Risk Agreement, and Personal Property Lease extends to all acts of negligence by Lessor, County of Merced, State of California and is intended to be as broad and inclusive as permitted by the laws of the State of California and federal government.

I HAVE READ THE TERMS OF THIS PERSONAL PROPERTY LEASE, RELEASE AND WAIVER OF LIABILITY and ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

(Lessee's Signature)

(Date)

(Lessor's Signature)

(Date)

Appendix D – Process Flow Chart

Emergency Water Distribution Plan - Process

