

## WELL INFORMATION RELEASE AGREEMENT

This Well Information Release Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the San Luis Obispo County Flood Control and Water Conservation District (“District”) and the County of San Luis Obispo (“County”).

**WHEREAS**, District administers a Groundwater Level Measuring Program (“Program”) through which it measures water levels in wells throughout San Luis Obispo County on a semi-annual basis; and

**WHEREAS**, County, by and through its various departments, owns several wells (“County Wells”) that are part of the Program; and

**WHEREAS**, District has in its custody groundwater level data collected from the County Wells as well as the Well Completion Reports for the County Wells; and

**WHEREAS**, pursuant to Water Code Section 13752 and Well Completion Report Release Agreements with the California Department of Water Resources, the District cannot make the Well Completion Reports for the County Wells or the information contained therein available to the public without written authorization from County; and

**WHEREAS**, pursuant to a Local Primacy Delegation Agreement and related Confidentiality Agreement with the California Department of Public Health and due to infrastructure security concerns, the District does not disclose the exact location of public supply wells to members of the public without the consent of the relevant public water system; and

**WHEREAS**, District requires each Program participant to execute a consent form specifying the terms and conditions under which the District may access participant’s well and utilize the groundwater data collected under the Program; and

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions under which the District may collect, obtain and use well information from the County Wells.

**NOW, THEREFORE**, the parties agree as follows:

1. District personnel and/or representatives may enter the property on which each County Well is located and measure the groundwater levels in said wells.
2. District may use all groundwater level data collected from the County Wells for any purpose, including without limitation, in published studies and reports, and may release all such information to any individual requesting it from the District subject to Paragraph 4 below.
3. District may use the Well Completion Reports for the County Wells and the information contained therein for any purpose, including without limitation, in published studies and reports, and may release all such Well Completion Reports and information contained therein to any individual requesting it from the District subject to Paragraph 4 below.

4. Before publishing or otherwise releasing to any member of the public the exact well location information for any County Well that is a public supply well, the District shall notify the County department that owns or is otherwise in control of the relevant well in writing of the planned publication or release. The County department shall have five (5) days to object to the planned publication or release. For purposes of this Paragraph 4, "public supply well" shall mean a well that is part of a "public water system" as defined in California Health and Safety Code Section 116275. Notwithstanding the foregoing, District may make such disclosures as may be required by a court order or by applicable state or federal law, including, but not limited to, the California Public Records Act, without consulting with the relevant County department. Nothing contained in this Paragraph 4 prevents District from publishing or otherwise releasing the geographical locations of County Wells that are public supply wells displayed or represented in a manner that is randomized within a one (1) mile radius.

5. District shall indemnify and hold the County harmless from all claims for, or on account of, any physical injuries to persons or property caused solely by any negligent act or omission to act by District while on County property to measure the County Wells.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates shown signed below.

Dated: \_\_\_\_\_

SAN LUIS OBISPO COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By: \_\_\_\_\_  
Chairperson, San Luis Obispo County Flood  
Control and Water Conservation District

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson, County of San Luis Obispo

ATTEST:

By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, County of San Luis Obispo,  
State of California

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:  
RITA L. NEAL  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

Date: DEC. 29, 2014