



# AGENDA REPORT

## CITY OF SAN CLEMENTE

### City Council Meeting

910 Calle Negocio  
2nd Floor  
San Clemente, California  
www.san-clemente.org

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**Meeting Date:** 4/18/2023

Agenda Item: 6J

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**Department:** Utilities  
**Prepared By** David Rebensdorf, Utilities Director

**Subject:**  
**APPROVAL OF TRABUCO CANYON WATER DISTRICT (TCWD) WITHDRAWAL AND CONTINUED SERVICES AGREEMENT WITH SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA)**

**Summary:**  
Staff recommends the approval of the SOCWA Withdrawal and Continued Services Agreement (TCWD-SOCWA) (Agreement) and authorize the Utilities Director to sign the Agreement.

**Background:**  
SOCWA is a regional Joint Powers Authority providing for the operation, maintenance and permitting for three wastewater treatment plants and two ocean outfalls in South Orange County. Nine member agencies (El Toro Water District, Emerald Bay Service District, Irvine Ranch Water District, City of Laguna Beach, Moulton Niguel Water District, City of San Clemente, Santa Margarita Water District, South Coast Water District and Trabuco Canyon Water District) have varying levels of ownership in the regional facilities known as Project Committees (PC). San Clemente is a member of the San Juan Creek Ocean Outfall (PC 5) where the City discharges its treated wastewater approximately two miles offshore from Dana Point. SOCWA provides operation, maintenance and permitting for the San Juan Creek Ocean Outfall (PC 5) along with industrial pretreatment services for the City's wastewater collection system (PC 8) and bulk contracting/purchasing for chemicals and biosolids disposal. The bulk purchasing contracts assist in reducing costs due to the large volume of purchases when combining all agencies within SOCWA.

SOCWA was formed in 2001 when the South East Regional Reclamation Authority (SERRA), Aliso Water Management Agency (AWMA) and South Orange County Reclamation Authority (SOCRA) consolidated to meet the wastewater needs of approximately 500,000 homes and businesses across South Orange County. The original agencies were initially formed to take advantage of regional federal grants for the expansion of wastewater facilities in South Orange County, including the expansion of the City's Water Reclamation Plant and construction of the San Juan Creek Ocean Outfall in the early 1990's. As previously mentioned, the PC's were formed based on the various agency needs and many of the PC Agreements at SOCWA are nearing their expiration dates. In preparation, the SOCWA member agencies are evaluating options for services since future needs are changing, which may include: additional reuse of the wastewater flows, such as, recycled water and indirect/direct potable reuse.

**Discussion:**

TCWD evaluated its position within SOCWA and determined it's in their best interest to maintain its Recycled Water Permit in-house. TCWD does not own any facilities at SOCWA, they are a member of PC 12 which administers a regional recycled water permit for compliance, monitoring and reporting for four agencies. TCWD's withdrawal will eliminate their staff time associated with SOCWA and reduces costs and liability. The impact to SOCWA is a reduction in revenue of approximately \$16,000 which will be spread amongst the other member agencies as mentioned in the fiscal impact and the number of Board Members will be reduced from nine to eight. In the interim, while TCWD establishes a new permit under its jurisdiction, TCWD is proposing to continue services with SOCWA on a contract basis. The contract services will help offset the loss of revenue until the contract services are no longer needed. While there is a slight (less than \$100 per year) increase to the City's costs, staff acknowledges TCWD's desire to withdraw given the significant amount of time anticipated to evaluate the future structure within SOCWA and development of new agreements.

**Council Options:**

- Direct staff to make changes to the Agreement and return for approval.
- Continue the Item with direction to staff to provide additional information.
- Deny approval of the Agreement.

**Fiscal Impact:**

Yes, TCWD's annual expenses of approximately \$16,000 in FY 2023 will be spread proportionately at the end of the TCWD contract Agreement amongst the remaining eight SOCWA Agencies based on their proportionate share of Administration, General Fund and Residual Engineering expenses. The cost increase to the City's annual SOCWA budget from TCWD's withdrawal is less than \$100 per year.

**Environmental Review/Analysis:**

None.

**Recommended Actions:**

Staff Recommendation

Staff recommends that the City Council:

1. Approve TCWD's SOCWA Withdrawal and Continued Services Agreement with substantive changes approved by the City Attorney and authorize the Utilities Director to sign the SOCWA Withdrawal and Continued Services Agreement (TCWD-SOCWA).
2. Adopt Resolution No. 23-21 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING TRABUCO CANYONWATER DISTRICT (TCWD) WITHDRAWAL AND CONTINUED SERVICES AGREEMENT WITH SOUTH ORANGE COUNTY WASTEWATER AUTHORITY.

***Attachment:***

1. SOCWA Withdrawal and Continued Services Agreement (TCWD-SOCWA)
2. Resolution No. 23-21

***Notification:***

None.

**SOCWA Withdrawal and  
Continued Services Agreement  
(TCWD-SOCWA)**

This SOCWA Withdrawal and Continued Services Agreement (“**Agreement**”) is dated \_\_\_\_\_, 2023 (“**Effective Date**”) and is between Trabuco Canyon Water District (“**TCWD**”), the South Orange County Wastewater Authority (“**SOCWA**”), and each of SOCWA’s other **Member Agencies** as that term is defined below.

A. Overview. The *Joint Exercise of Powers Agreement Creating South Orange County Wastewater Authority* (“**SOCWA**”) dated July 1, 2001 (the “**Joint Powers Agreement**”) created a joint powers agency made up of several wastewater service providers within the San Juan Creek and/or Aliso Creek watershed. The nine current members of SOCWA are the City of Laguna Beach, the City of San Clemente, El Toro Water District, Emerald Bay Services District, Irvine Ranch Water District, Moulton Niguel Water District, Santa Margarita Water District, South Coast Water District, and TCWD (collectively, the “**Member Agencies**”). SOCWA owns and operates wastewater treatment facilities, transmission mains, and outfalls on behalf of its Member Agencies, and facilitates a recycled water reuse permit compliance, monitoring, and reporting program.

B. TCWD Project Committee Participation. Where a SOCWA activity, project, or facility involves less than all of SOCWA’s Member Agencies, the affected Member Agencies form a “**Project Committee**” (or “**PC**”) that is responsible for overseeing that activity, project, or facility. TCWD is currently a member of PC 12 (formerly known as PC No. 2SO), which handles the activity of joint recycled water permit compliance, monitoring, and reporting for four of the Member Agencies: TCWD, Moulton Niguel Water District, Santa Margarita Water District, and South Coast Water District. The SOCWA recycled water permit, Order No. 97-52, covers TCWD’s Robinson Ranch Water Recycling Plant and related recycled water distribution and use system. TCWD’s recycled water program is the smallest of the members, representing approximately 6% of the total SOCWA-permitted service area recycled water by volume.

C. TCWD Intent to Obtain Independent Recycling Permit. TCWD intends to ultimately obtain and manage its own recycled water permit from state/regional regulators, instead of participating in the joint recycled water permitting services offered by SOCWA<sup>1</sup>. TCWD is advised that obtaining an independent permit may take up to 12-18 months.

D. TCWD Withdrawal from SOCWA. Upon obtaining an independent recycled water permit, TCWD will no longer benefit from most SOCWA activities, projects, or facilities. TCWD currently represents less than 1% of the total revenues and budget of SOCWA<sup>2</sup>. TCWD has determined that, because >99% of the budget of SOCWA is not related to TCWD’s operations, that it would be in the best interests of both SOCWA and TCWD for TCWD to withdraw as a member of SOCWA. TCWD will satisfy its actuarial liability arising out of unfunded pension obligations (“**UAL**”) and other post-employment benefits (“**OPEB**”) obligations from its historic participation in PC 12 by making a lump sum payment equivalent to the actuarially-determined liability as provided in this Agreement.

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<sup>1</sup> Three other SOCWA Member Agencies have independent recycled water permits: the City of San Clemente, El Toro Water District, and Irvine Ranch Water District. The latter two are former members of PC 12.

<sup>2</sup> TCWD represented only 0.25% of SOCWA’s budget in 2022-23 (\$61,528 out of \$23,670,816), and is projected to be only 0.18% of SOCWA’s budget in 2023-34 (\$44,780 out of \$24,641,183).

E. Interim Recycled Water Permitting Services. Given the uncertain time frame for TCWD to obtain an independent recycled water permit, and in order to facilitate the orderly transition from joint recycled water permitting under SOCWA to an independent recycled water permit, the parties intend for TCWD to immediately withdraw from SOCWA, and concurrently provide for SOCWA to continue to provide limited other services including participation in bulk purchasing and a salt and nutrient management plan, and in the medium-term to perform recycled water permit services for TCWD under contract instead of under the JPA until TCWD's independent permit is issued. This will avoid the potential for TCWD to have obtained an independent permit while still being a SOCWA member.

F. Purposes. The Parties intend by this Agreement to provide for (i) TCWD's withdrawal as a member agency from SOCWA; (ii) TCWD's payment of all UAL/OPEB liabilities associated with TCWD's historic membership in SOCWA; (iii) SOCWA's temporary continued provision of recycled water permitting services; and (iv) SOCWA's continued provision of certain other special services on a contract basis.

The Parties therefore agree as follows:

1. **JPA Withdrawal.**

1.1 As of the Effective Date, TCWD is no longer a member of SOCWA and therefore no longer a member of the SOCWA Board of Directors, Project Committee 12, or any other committee. The remaining Member Agencies consent to this withdrawal according to the terms and conditions of this Agreement.

1.2 The JPA is hereby amended to remove TCWD as a member of SOCWA or a party to the JPA.

1.3 TCWD shall pay to SOCWA all amounts owing to SOCWA that were incurred during its membership in SOCWA within 45 days after receipt of a closing invoice from SOCWA, subject to Section 9 (Liability; Indemnity).

2. **Effective Date.** This Agreement will become effective on the last date this Agreement is executed by SOCWA and the Member Agencies. Regardless of the Effective Date, TCWD shall pay its SOCWA fourth quarter invoice for fiscal year 2022-23.

3. **Interim Recycled Water Permitting Services.** Concurrently with TCWD's withdrawal, SOCWA shall provide recycled water permit compliance, monitoring, and reporting services ("**RW Services**") to TCWD pursuant to this Agreement. SOCWA shall perform the RW Services to the same level, to the same extent, and using the same standard of care as those RW Services were provided to TCWD prior to TCWD's withdrawal. SOCWA shall provide the RW Services from the Effective Date until TCWD gives 30 days' notice to SOCWA that TCWD no longer requires SOCWA's RW Services.

4. **Salt and Nutrient Management Plan Services.** Concurrently with TCWD's withdrawal, SOCWA shall provide services related to development and approval of a Salt and Nutrient Management Plan ("**SNMP**") or other special studies related to production and distribution of recycled water<sup>3</sup> ("**SNMP Services**"). SOCWA shall provide the SNMP Services

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<sup>3</sup> For example, State Water Resources Control Board 13-267 investigative orders.

from the Effective Date until TCWD and SOCWA mutually agree in writing that SOCWA shall no longer provide SNMP Services.

5. **Costs, Invoicing and Payment.** All general references to “**Services**” in this Agreement include both RW Services and SNMP Services. SOCWA shall invoice TCWD, on no less than a quarterly basis, for all of SOCWA’s costs to provide the Services to TCWD. The costs will be allocated to TCWD based on SOCWA’s budgeted direct costs, and on a time and materials basis according to the rates set forth in Exhibit 1 (these rates include reasonable overhead and administrative costs). The rates set forth in Exhibit 1 may be reviewed annually and revised to reflect increases in labor or other costs. If SOCWA desires to revise or increase its rates, SOCWA shall deliver with 30 days’ notice a proposed revised Exhibit 1; which notice must identify the effective date of the new rates. TCWD will have 30 days from the date notice is delivered to object to the rate increase; if TCWD does not object, the new rates will become effective. If TCWD objects to the proposed new rates, TCWD and SOCWA shall meet and confer to discuss further. The Parties shall negotiate in good faith and TCWD shall not unreasonably refuse to increase time and materials contract service rates. In no event will SOCWA be prevented from increasing its time and material contract service rates by five percent (5%) or less annually. In no event will SOCWA be allowed to increase its time and material contract service rates by more than five percent (5%) without TCWD’s consent. TCWD shall pay SOCWA’s invoices for all Services under this Agreement by no later than 30 days’ after receipt of SOCWA’s invoice.

6. **UAL/OPEB Liability.** In recognition of TCWD's duty to pay to SOCWA the proportional amount of any UAL/OPEB public retirement system liability allocable to TCWD as of the Effective Date, TCWD shall pay to SOCWA within 45 days after the Effective Date the total amount of \$20,813, as the amount of such liability calculated by SOCWA’s actuaries through June 30, 2023 as the anticipated Effective Date, or such amount as re-calculated for a later Effective Date, in full and final settlement of all outstanding UAL/OPEB liability to SOCWA, and upon receipt of that payment, TCWD will be deemed to have satisfied its UAL/OPEB obligations and SOCWA will be deemed to have released and discharged TCWD from any further liability for SOCWA's UAL/OPEB obligations.

7. **No JPA Costs.** After the Effective Date, TCWD will not have any responsibility to contribute toward any operational, maintenance, capital, or general fund costs incurred by SOCWA or its Member Agencies, except those costs directly arising out of or relating to the Services, which will be proportional to the services received and identified in the annual use audit as part of the PC 12 costs (and include reasonable overhead and administration costs). If SOCWA does not adopt an annual use audit or budget, then the previous year's annual use audit figures will be used and later reconciled upon adoption of a use audit or budget.

8. **SOCWA Bulk Purchases.** TCWD is currently a party to multiple contracts with SOCWA and other Member Agencies for bulk purchasing of services and supplies. SOCWA shall make best efforts to continue to allow for TCWD to participate in joint purchasing agreements offered to Member Agencies for chemicals, solids hauling, and other services that SOCWA negotiates with third party vendors. TCWD shall pay to SOCWA its proportional share of the estimated procurement costs for any such contract, based on the formula described in Exhibit 1.

9. **Liability; Indemnity.**

9.1 SOCWA shall indemnify, defend, and hold harmless TCWD from:

A. Any claims, legal, regulatory, enforcement, or administrative actions (“**Claims**”) arising out of or relating to the debts, liabilities, operations, obligations, or facilities owned or operated by SOCWA or any of its Project Committees (except PC 12) that arise on or after the Effective Date. The parties do not intend to release TCWD from its proportional liability for any Claims relating to TCWD’s participation in SOCWA or PC 12 prior to the Effective Date.

B. Any Claims arising out of or related to SOCWA’s Services on or after the Effective Date, except such Claims arising out of any acts or omissions of TCWD.

9.2 TCWD shall indemnify, defend, and hold harmless SOCWA from:

A. Any Claims that are directly attributable to TCWD’s participation in PC 12 prior to the Effective Date.

B. Any Claims that are the result of TCWD’s own acts or omissions that arise on or after the Effective Date.

C. TCWD’s share of any Claims that arise while TCWD is a permittee under the SOCWA recycled use permit and that are shared liabilities deemed the responsibility of all permittees, except those Claims related to SOCWA Services under Section 9.1(B) above.

10. **Effect on Prior Rights.** The terms of this Agreement govern the parties and supersede all contrary terms in prior agreements between the parties, including but not limited to the Joint Powers Agreement.

11. **Miscellaneous.**

11.1 *Integration, Amendment.* This Agreement represents the entire understanding of the parties as to TCWD’s withdrawal from SOCWA and concurrent interim contracting for the Services. To the extent that it contradicts or varies from this Agreement, no prior oral or written understanding will be of any force or effect with respect to the matters covered by this Agreement. This Agreement cannot be modified except in a writing approved and executed by all applicable parties.

11.2 *Governing Law.* This Agreement is governed by the laws of the State of California and will be construed as if drafted by all parties.

11.3 *Third Parties.* This Agreement does not create any third-party beneficiary or any rights in any person or party other than the parties.

11.4 *Signing Authority.* Each Party represents and warrants that each person or persons executing this Agreement on its behalf is duly authorized to do so by the respective Party and that this Agreement binds the parties.

11.5 *Notices.* Any written notice required by this Agreement must be made by U.S. mail or by reliable overnight courier and delivered to the following address, together with a courtesy copy by email:

To TCWD: Trabuco Canyon Water District  
32003 Dove Canyon Dr.  
Trabuco Canyon, CA 92679  
Attn: General Manager  
cc: by email to fpaludi@tcwd.ca.gov

With a Courtesy Copy by email to:  
ccollins@hansonbridgett.com

To SOCWA and the other Member Agencies:

South Orange County Wastewater Authority  
34156 Del Obispo Street  
Dana Point CA 92629  
Attn: General Manager

Any party may, by written notice to the others, designate a different address or addressee, which will be substituted immediately for that specified above.

11.6 *Severability*. If any provision of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been set forth, and the remainder will be enforceable to the fullest extent permitted by law to effectuate the original intent of the Parties.

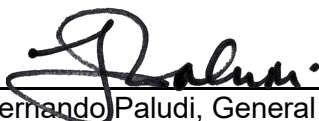
11.7 *Successors & Assigns*. The terms of this Agreement are binding upon and will inure to the benefit of and be enforceable by the respective successors and assigns of the parties.

11.8 *Counterparts*. This Agreement may be executed in counterparts, each of which is an original, but all of which together will constitute one and the same instrument.

The parties are signing this Agreement as of the Effective Date.

**TRABUCO CANYON WATER DISTRICT**

Dated: April 4, 2023

By:   
Fernando Paludi, General Manager

Approved as to Form:  
Hanson Bridgett, LLP

By:   
District Counsel

*[additional signature pages follow]*



**SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY**

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

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

Print Name:

Title:

Approved as to Form:

By: \_\_\_\_\_  
Authority Counsel

*[member agency consents follow]*

**SOCWA MEMBER AGENCIES' CONSENT**

The Member Agencies of SOCWA hereby consent to the SOCWA Withdrawal and Continued Services Agreement. This consent is expressly conditioned upon and subject to the condition that such consent is not and shall not be construed as a waiver or release of any liability, obligation or contribution to which TCWD would otherwise be obligated if it had not withdrawn from SOCWA or any project committee of SOCWA and which arise out of, or relate in any way to any and all acts and/or failures to act preceding the date of TCWD's withdrawal from SOCWA. This consent is given on the express condition that TCWD accepts and agrees to this condition.

**City of Laguna Beach**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name:  
Title:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**City of San Clemente**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name:  
Title:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**El Toro Water District**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Dennis Cafferty, General Manager

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

**Emerald Bay Services District**

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

Print Name:

Title:

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

**Irvine Ranch Water District**

Dated: 6 APRIL 2023

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

Paul A. Cook, General Manager

Approved as to Form:

By:  \_\_\_\_\_  
District Counsel

**Moulton Niguel Water District**

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

Print Name:

Title:

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

**Santa Margarita Water District**

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

Dan Ferons, General Manager

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

**South Coast Water District**

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

By: \_\_\_\_\_  
Rick Shintaku, General Manager

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

Accepted

**Trabuco Canyon Water District**

Dated: April 4, 2023

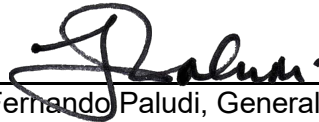
By:  \_\_\_\_\_  
Fernando Paludi, General Manager

Exhibit 1

## Time and Materials Contract Services

Example Only		
A Cost-of-Service fully loaded rate will be used to value the labor costs of future services to Member agencies		
Hours	Hourly Labor Rate	\$ Amount
10.0	\$100.00	\$1,000.00
Fringe	52.2%	522.00
Labor and Fringe		\$1,522.00
Overhead	29.80%	298.05
O&M Costs		\$1,820.05
Admin	15.3%	278.47
<b>Total Costs</b>		<b>\$2,098.52</b>
<b>Hourly Bill Rate</b>		<b>\$209.85</b>

**Materials**–All Direct Costs will be invoiced based on participation.

## Non-SOCWA Agencies' Proposed Contract Participation

- This includes staff labor (fully burdened) and legal counsel costs
  - Staff activities include:
    - Preparing/updating the RFP documents (including getting updated agency information, updating sections for new laws, reviewing and updating contract conditions, and/or adding more specificity to address vendor management issues)
    - Activities during the proposal period (job walks, responding to questions, interviews, proposal reviews, documenting the RFP process, BOFA's, etc.)
    - Preparing and presenting SOCWA Board materials
    - Executing contracts
    - No bid protest costs assumed
- No individual procurement cost tracking by SOCWA staff
- No Use Audit proposed for true up
- CPI LA-OC inflation adjustment from year 0 date
- SOCWA staff has estimated the cost for each major contract procurement at \$10,000
- \$10,000 would be divided by the number of RFP participants
  - For example:
    - \$10,000 with 8 participants (similar to the bleach RFP)
    - Each agency's costs would be \$1,250 (\$10,000 / 8)
    - Non-SOCWA agencies would be billed \$1,250

RESOLUTION NO. 23-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE,  
CALIFORNIA, APPROVING TRABUCO CANYON WATER DISTRICT (TCWD)  
WITHDRAWAL AND CONTINUED SERVICES AGREEMENT WITH SOUTH ORANGE  
COUNTY WASTEWATER AUTHORITY

WHEREAS, South Orange County Water Authority is a regional Joint Powers Authority providing for the operation, maintenance and permitting for three wastewater treatment plants and two ocean outfalls in South Orange County; and

WHEREAS, the City is one of nine member agencies within SOCWA, including: El Toro Water District, Emerald Bay Service District, Irvine Ranch Water District, City of Laguna Beach, Moulton Niguel Water District, Santa Margarita Water District, South Coast Water District and Trabuco Canyon Water District; and

WHEREAS, SOCWA was formed in 2001 when the South East Regional Reclamation Authority (SERRA), Aliso Water Management Agency (AWMA) and South Orange County Reclamation Authority (SOCRA) consolidated to meet the wastewater needs of approximately 500,000 homes and businesses across South Orange County; and

WHEREAS, TCWD is seeking to withdraw from SOCWA and temporarily contract for services, including: recycled water permit compliance, monitoring and reporting along with regional purchasing of chemicals and biosolids disposal.

NOW, THEREFORE, The City Council of the City of San Clemente does hereby resolve as follows:

Section 1. The City finds and determines that release of TCWD from its membership within SOCWA has negligible impact to the City.

Section 2. The City Council recommends approval of the SOCWA Withdrawal and Continued Services Agreement with substantive changes approved by the City Attorney.

Section 3. The City Council authorizes the Utilities Director to sign the SOCWA Withdrawal and Continued Services Agreement.

Section 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
CITY Clerk of the City of  
San Clemente, California

\_\_\_\_\_  
MAYOR of the City of San  
Clemente, California

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) §  
CITY OF SAN CLEMENTE )

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted at a regular meeting of the City Council of the City of San Clemente held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

Approved as to form:

\_\_\_\_\_  
City Attorney