

VOLUNTARY CLEANUP AND ABATEMENT AGREEMENT

This Voluntary Cleanup and Abatement Agreement (“Agreement”) is between the Central Coast Regional Water Quality Control Board (“Central Coast Water Board”) Cleanup Team on the one hand, and the County of San Luis Obispo (“County”) and the California Department of Forestry and Fire Protection (“CAL FIRE”) (collectively referred to herein as the “Airport Parties” and individually as an “Airport Party”), on the other hand, each of which is sometimes referred to in this Agreement as a “Party” or, collectively, as the “Parties,” based on the terms, conditions, and recitals herein.

RECITALS

WHEREAS:

A. The State Water Resources Control Board (“State Water Board”) issued Order WQ 2019-0005-DWQ on March 20, 2019, requiring owners of certain airports to investigate and prepare technical reports concerning the potential presence of per- and polyfluoroalkyl substances (“PFAS”) in soil and groundwater near suspected airport PFAS sources. The Federal Aviation Administration (“FAA”) requires these airports to provide aircraft rescue and fire-fighting services and, as part of that requirement, FAA regulations require the use of Aqueous Film Forming Foam (“AFFF”), a fire suppressant foam that contains PFAS, for fire-fighting and annual training at airports. To comply with these regulations and as mandated by the FAA, AFFF was used in connection with fire-fighting operations at the San Luis Obispo County Airport (“Airport”) for equipment and public safety, allegedly resulting in PFAS becoming present in soil, sediments, groundwater, and certain water supply wells on and near the Airport (“Airport Related PFAS”). The Central Coast Water Board issued subsequent investigation orders to the County to conduct additional investigation intended to expand the investigation footprint.

B. Since March 2019, the County has cooperated extensively with the Central Coast Water Board to investigate the presence of PFAS at the Airport and the potential impacts to groundwater and nearby water supply wells. More than 170 soil/sediment samples, almost 100 groundwater investigation samples, and more than 200 water samples from private wells/water systems have been collected as part of the ongoing work investigating and addressing PFAS associated with Airport operations. Results of the investigations indicate the presence of elevated concentrations of PFAS in sediments, soil, and groundwater where firefighting training and equipment testing operations were conducted at the Airport. Elevated concentrations of PFAS also occur in soil and groundwater below some stormwater conveyance systems at the Airport.

C. Investigations conducted by or on behalf of entities other than the Airport Parties also show that discharges of non-PFAS constituents from non-Airport sources have affected groundwater at and around the Airport. These constituents include but are not limited to: total dissolved solids (“TDS”); nitrate; sulfate; total petroleum hydrocarbons (“TPH”) and associated chemicals; trichloroethene (“TCE”); and tetrachloroethene (“PCE”) (collectively, “Non-PFAS Constituents”). Some groundwater affected by these Non-PFAS Constituents is being addressed by Granulated Activated Carbon (“GAC”) and/or reverse osmosis (“RO”) treatment systems that are installed at water wells and water systems near the Airport. This Agreement does not address

Non-PFAS Constituents. There may also be sources of PFAS to the subsurface and surface waters in the San Luis Obispo Groundwater Basin which are not related to the Airport.

D. The County has enrolled in the State Water Board's Site Cleanup Program, Cost Recovery Program, to reimburse the Central Coast Water Board for its reasonable expenses incurred in regulating the investigation and cleanup of Airport Related PFAS.

E. Through this Agreement, the County and CAL FIRE intend to, among other things, (a) immediately provide point of use ("POU") treatment systems to those locations where primary drinking water exceeds a PFAS Standard, as defined in this Agreement, for Airport Related PFAS; (b) evaluate the effectiveness of, plan for, and implement point of entry ("POE") treatment for those locations where groundwater is impacted by Airport Related PFAS in excess of a PFAS Standard; (c) continue to evaluate and plan for long-term water supply solutions; (d) continue public outreach; and (e) continue investigation activities and develop feasibility studies/remedial action plans, and where feasible, to implement remedial action plans. The Parties enter into this Agreement to address, through voluntary measures, the groundwater impacts from Airport Related PFAS, and to avoid the time, expense and uncertainty of administrative proceedings, enforcement actions, and/or litigation. This Agreement is executed in lieu of forwarding to the Central Coast Water Board for its consideration a draft Cleanup and Abatement Order circulated by the Central Coast Water Board Cleanup Team on February 16, 2023 ("Draft Cleanup and Abatement Order" or "Draft CAO"), and with the intention of the Central Coast Water Board and Airport Parties agreeing that the Airport Parties will complete tasks that address Airport PFAS discharges.

F. The primary role of the Central Coast Water Board under this Agreement is to provide regulatory and technical oversight of various investigation, remediation, and water replacement tasks and to ensure the quality, effectiveness, and timeliness of these tasks. This role is consistent with the Central Coast Water Board's role under its Site Cleanup Program. Under this Agreement, the roles of the County and CAL FIRE, as the operator/landowner of the Airport and an entity that has conducted firefighting activities at the Airport, respectively, will be to implement various investigation, remediation, and water replacement-related tasks identified in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree to each of the following conditions and terms:

1. Term.

1.1 Term. The term of this Agreement shall commence on the Effective Date (as defined herein) and end on June 30, 2026 ("Term"), unless terminated on an earlier date or mutually extended by the Central Coast Water Board Executive Officer and the Airport Parties according to the terms of this Agreement.

1.1.1 This Agreement shall terminate before the end of the Term upon:

1.1.1.1 Mutual, written agreement of the Central Coast Water Board Executive Officer and the Airport Parties to terminate the Agreement, or

1.1.1.2 At the discretion of the Central Coast Water Board Executive Officer or either of the Airport Parties by providing sixty (60) days advance written notice.

1.2 Up to 90 days before the expiration of this Agreement, the Airport Parties may request to extend the Term by an additional year. Following any approval of the requested extension, the Central Coast Water Board Executive Officer shall meet and confer in good faith with the County and CAL FIRE to consider adjusting any remaining deadlines set forth in this Agreement.

1.3 Ninety (90) days before this Agreement is scheduled to terminate or within ten (10) days after the Central Coast Water Board Executive Officer or either Airport Party provides notice of its intent to terminate the Agreement under Section 1.1.1.2, the Central Coast Water Board Executive Officer and Airport Parties agree to meet and confer in good faith and discuss how to proceed.

1.4 The Airport Parties agree that if this Agreement is terminated, they will maintain then-existing treatment systems and continue analytical confirmation and reporting of treatment effectiveness for a period of at least twelve (12) months following the termination of this Agreement. The Airport Parties agree that prior to terminating this Agreement they will install, at a minimum, the POE treatment systems described in Section 3.6 of this Agreement.

2. Voluntary Measures: Overview.

2.1 Purpose and Scope. The Airport Parties will undertake voluntary measures in two phases to address groundwater impacts resulting from Airport Related PFAS. The Parties acknowledge that there may be other sources of PFAS impacting groundwater and water supply wells near the Airport. The Airport Parties may not be solely responsible for PFAS that the Central Coast Water Board determines are from other sources not related to the Airport. The Parties agree that to the extent the Airport Parties are required to address Airport Related PFAS commingled with non-Airport PFAS, the Central Coast Water Board will consider information regarding other potential sources contributing to the PFAS contamination, and will, if it finds such information credible, take action, which may include issuance of an appropriate order, to require responsible parties for those sources to investigate, remediate, and/or otherwise abate such PFAS contamination.

2.2 Central Coast Water Board Oversight. The Central Coast Water Board shall review all of the Airport Parties' deliverables and other documents as required by this Agreement. The Central Coast Water Board may provide written comments on and/or concurrence with the scopes of work and schedules included in work plans, other technical reports, and other documents. The Airport Parties agree to provide technical reports, work plans, and implement work described in approved work plans as described herein, or as otherwise proposed by the Airport Parties and agreed to by the Central Coast Water Board. The Parties acknowledge that the work described herein to be implemented by the Airport Parties and concurred with by the Central

Coast Water Board is an iterative process, and the Parties agree to meet and confer regarding these matters, including any revisions to work plans or other work requested by the Central Coast Water Board. The Central Coast Water Board may provide oversight of field activities, including sampling (which may also include duplicate and/or split sampling), as appropriate. The County and CAL FIRE agree to perform all work required by this Agreement subject to the conditions and exclusions set forth herein. The County and CAL FIRE shall perform the work in accordance with applicable local, state, and federal statutes, regulations, ordinances, rules, and guidance documents.

2.3 Periodic Status Updates: Quarterly, or as otherwise agreed upon among the Parties, during the Term of this Agreement, the Airport Parties shall provide the Central Coast Water Board with a written status report regarding the progress of the voluntary measures taken pursuant to this Agreement which shall include updates and the status of: water supply replacement and treatment; remedial investigation; the remediation feasibility study; remediation implementation; and long-term water supply evaluations/planning. The Central Coast Water Board Executive Officer may require additional status reports from the Airport Parties related to the voluntary measures described in Sections 3 and 4 with advanced written notice of at least 72 hours.

2.4 Electronic Submittal of Information through GeoTracker. The Airport Parties must submit all documents and information, such as, but not limited to, surveying information and laboratory electronic data files, in accordance with California Code of Regulations, Title 23, Division 3, Chapter 30 and Title 27, Division 3, Subdivision 1, and Title 27, Division 3, Subdivision 2.

2.5 Additional Activities. The Central Coast Water Board Executive Officer, the County, and CAL FIRE may amend this Agreement in writing to include additional activities in accordance with the terms of this Agreement. Any amendment to this Agreement must explicitly reference this Agreement.

2.6 Definitions.

2.6.1 “Domestic Water” and water used for “Domestic Purposes” means water used for personal needs or for household or domestic sanitary purposes such as drinking, cooking, bathing, washing, and appliances; providing water for heating, sanitation, flushing toilets, and cleaning; the incidental watering of domestic stock for family sustenance or enjoyment; the irrigation of small lawns, ornamental shrubbery, or gardens; or for similar uses, at a residential, business, industrial, or institutional location, or location used for food/beverage production, or other location.

2.6.2 “PFAS Standard” means:

- An RL if there is an RL but not an MCL for an Airport Related PFAS;

- An MCL for an Airport Related PFAS if an MCL exists. A federal MCL applies only if a California MCL has not been established.

The term “PFAS Standard” shall include changes to RLs and MCLs that may become effective after the Effective Date of this Agreement.

3. **Phase I.**

3.1 Phase I tasks will be completed within one year of the Effective Date as further specified herein and will include the primary tasks and sub-tasks described in this section.

3.2 Immediate water supply determinations, water replacement, and/or POU PFAS treatment.

3.2.1 The Airport Parties will offer POU drinking water PFAS treatment (consisting of ion exchange, carbon, and/or reverse osmosis filtration) to all locations impacted by Airport Related PFAS without POU treatment on their primary interior drinking water tap/source where such locations are known to be using water from wells with groundwater exceeding a PFAS Standard, within thirty (30) days of the Effective Date of this Agreement (if not already done prior to the Effective Date).

3.2.2 The Airport Parties have addressed two known locations where the primary drinking water tap/source was untreated at the time the Draft CAO was issued and where the associated wells were impacted with groundwater exceeding a PFAS Standard (wells PW-12 and PW-39). This was accomplished by providing POU PFAS treatment at locations PW-12 and PW-39 via installation (during the negotiation of this Agreement) and ongoing pilot testing of POU ion exchange (“IX”) systems for PFAS removal. Such POU treatment at wells PW-12 and PW-39 being performed by the Airport Parties includes installation and operation and maintenance (“O&M”) of the IX infrastructure with legal disposal of filter media.

3.2.3 The Airport Parties, with the assistance of the Central Coast Water Board, have secured permission to conduct sampling at four unsampled private wells (PW-38, PW-43, PW-48, and PW-57) to determine if raw groundwater exceeds a PFAS Standard. If so, and the primary source of drinking water at PW-38, PW-43, PW-48, or PW-57 exceeds a PFAS Standard and the primary interior drinking water tap/source exceeds a PFAS Standard, the Airport Parties will offer POU treatment systems as provided in paragraph 3.2.1.

3.3 Domestic Water Use/PFAS Treatment System Sampling Work Plan.

3.3.1 Within forty-five (45) days of the Effective Date, the Airport Parties shall submit a work plan for domestic indoor and outdoor water use information collection, periodic sampling of treatment systems, periodic sampling of domestic water from private, industrial, and public wells and/or well systems impacted by Airport Related PFAS, and periodic reporting to the Central Coast Water Board. Such sampling work plan will include, but not be limited to, a description of a plan for the following:

3.3.1.1 Sampling of private and public wells and systems, including post-treatment sampling of water from existing RO treatment systems;

3.3.1.2 Sampling at twelve (12) existing GAC TCE treatment systems (at wells PW-1 through PW-11 and the supply well at 4665 Thread Lane), including GAC mid-point and post-treatment water sampling;

3.3.1.3 Sampling post-treatment at the residences served by well PW-62 if a residence served by well PW-62 has a POU system and if well water is used for drinking water;

3.3.1.4 Developing and using a refined water use survey/questionnaire;

3.3.1.5 Collecting information to support a risk assessment relating to the uses of groundwater;

3.3.1.6 Periodic (at least quarterly) reporting of water supply/treatment system sampling results to affected well owners and users, in addition to the Central Coast Water Board;

3.3.1.7 Reporting by the Airport Parties to the Central Coast Water Board and to affected well owners and users of a PFAS Standard exceedance in any post-treatment sample within two business days of receipt by the Airport Parties of final laboratory sampling results and any confirmation sampling results; and

3.3.1.8 Verification of sampling plan effectiveness and/or modification on a quarterly basis, as needed.

3.4 Implement the Domestic Water Use/PFAS Treatment System Sampling Work Plan.

3.4.1 Within sixty (60) days of the Effective Date, or within thirty days of approval by the Central Coast Water Board, whichever is later, the Airport Parties shall begin implementing the Domestic Water Use/Treatment System PFAS Sampling Work Plan referenced in Section 3.3.

3.5 Supplemental POU Treatment. If, based on monitoring described in Section 3.4, and prior to POE implementation discussed in Section 3.6, any additional wells are discovered to have raw groundwater with Airport Related PFAS exceeding a PFAS Standard, and the levels of Airport Related PFAS at the primary interior drinking water tap/source exceed a PFAS Standard, the Airport Parties will offer POU PFAS treatment within 15 days of receipt by the Airport Parties of final laboratory sampling results as more fully described in the Domestic Water Use/PFAS Treatment System Sampling Work Plan. The Airport Parties agree to install POU PFAS treatment systems as soon as reasonably possible after being granted access, but in no case more than thirty (30) days after being granted access. If based upon monitoring described in Section 3.4, an existing POU system, or other treatment system is determined to be providing ineffective PFAS treatment for Airport Related PFAS, the Airport Parties agree to take steps

necessary to address the insufficiency, including by example and not limitation, replacing filters or filter media at an interval necessary to ensure effective PFAS treatment and, if necessary, to upgrade these systems so that they will become effective. Effective POU treatment means (1) treating to meet PFAS Standards, and (2) providing water of comparable quality to that pumped by the public water system or private well owner before the discharge of waste consistent with the provisions of State Water Resources Control Board Resolution No. 92-49 (“92-49”).

3.6 POE Treatment. The Airport Parties will evaluate and plan for PFAS POE treatment, which efforts will include, but not be limited to, the following:

3.6.1 The Airport Parties shall submit a POE PFAS Treatment Evaluation Work Plan to the Central Coast Water Board within ninety (90) days of the Effective Date of this Agreement. The goal of the POE PFAS Treatment Evaluation Work Plan is to evaluate information from existing treatment systems to analyze PFAS removal efficiencies, PFAS mass transfer/loading, and PFAS and non-PFAS capital and O&M costs for comparison among these treatment systems, to conduct an engineering evaluation/cost analysis (including evaluation of waste generation), and to inform POE treatment decisions. It will also evaluate if POU filtration in addition to POE is necessary as a polishing step for drinking water. This POE PFAS Treatment Evaluation Work Plan additionally will include, but will not be limited to, a description of a plan for the following:

3.6.1.1 Confirming details of existing treatment systems in use at private wells and water systems near the Airport;

3.6.1.2 Confirming the uses of well water by well owners and/or well users regarding private wells near the Airport;

3.6.1.3 Representative sampling of select existing RO, GAC, and IX systems;

3.6.1.4 A list of wells and residences to be evaluated for POE treatment systems, which will include, at a minimum, all residences served by a private or public groundwater supply well that has had raw water with Airport Related PFAS detections at or above a PFAS Standard;

3.6.1.5 Developing criteria for determining what form (e.g. treatment type, flow rate, useful life) of POE/treatment systems to install and operate, which will depend on many factors, including the technological and economic feasibility of POE treatment options, treatment system performance, and the potential progress toward the Phase II long-term replacement water/treatment solutions. In the event the Airport Parties determine as part of the Phase II investigation (Section 4) that a long-term replacement water/treatment solution is capable of being implemented within eighteen (18) months of the Effective Date of this Agreement, the Parties agree to meet and confer to discuss amending this Agreement to forego POE installation in favor of immediate planning and implementation of the long-term replacement water/treatment solution.

3.6.1.6 Installation, operations, and maintenance of POU systems if POU is determined to be necessary as a polishing step for drinking water.

3.6.2 Well-head treatment systems may be installed instead of POE systems if the Airport Parties determine it would be more practical to do so. It is anticipated, for example, that well-head treatment may be more practical than POE for wells that serve multiple buildings.

3.6.3 Upon request by an affected well owner or user, the Airport Parties will consider installing well-head treatment to address such person's particular situation (e.g., incidental watering of domestic stock for family sustenance or enjoyment and irrigation of small lawns, ornamental shrubbery, or gardens).

3.7 POE Treatment Report. After approval by the Central Coast Water Board of the POE Treatment Evaluation Workplan, the evaluation described therein will be performed and will be documented in a subsequent POE Treatment Report. Within 120 days of approval of the POE PFAS Treatment Evaluation Work Plan by the Central Coast Board, the Airport Parties shall submit the POE Treatment Report to the Central Coast Water Board, which POE Treatment Report will include recommendations for POE Treatment, locations where POE treatment systems will be installed, a schedule for POE treatment implementation, and any proposed updates to the Domestic Water Use/PFAS Treatment System Sampling Work Plan to accommodate sampling the POE treatment systems.

3.8 POE Implementation. Within sixty (60) days of approval of the POE Treatment Report, the Airport Parties will initiate implementation of POE treatment in accordance with the recommendations and schedule in the POE Treatment Report. The Airport Parties will complete implementation within one year of the Effective Date of this Agreement, unless the Airport Parties request an extension of this deadline based upon good cause. The Central Coast Water Board Executive Officer shall extend the deadline for implementation upon written request submitted at least fourteen (14) calendar days prior to a deadline and showing of such good cause. The Parties understand that the timing of installation is dependent upon the availability of access, equipment, personnel, and other resources necessary to install the equipment.

3.9 Public Participation Plan and Community Outreach Meeting. Within forty-five (45) days of the Effective Date, the Airport Parties shall revise the existing Community Outreach Plan into a Public Participation Plan and, in conjunction with the Central Coast Water Board, hold a community outreach meeting. The Airport Parties will hold at least one additional community outreach meeting, during Phase II and upon request by the Central Coast Water Board. The Public Participation Plan must describe how the Airport Parties will communicate human health risks of PFAS exposure, water treatment/water replacement plans and progress, investigation and cleanup efforts, and gather community input. The County and CAL FIRE will be responsible for organizing any meetings and performing community outreach, with involvement from the Central Coast Water Board and any entities the Central Coast Water Board may invite. The County agrees to have County Health Agency personnel available to answer community member questions about PFAS health-related matters during community outreach meetings.

3.10 PFAS Groundwater Monitoring. The Airport Parties shall implement regular groundwater monitoring for monitoring wells and key private wells at a frequency higher

than that for regular water system sampling; as specified in a groundwater monitoring plan, which must include the following:

3.10.1 Perform an initial sampling of the Airport-associated groundwater monitoring wells (monitoring wells MW-1 through MW-9 and OMW-1, OMW-2 and OMW-3) and select private and/or public wells (raw water), within sixty (60) days of the Effective Date (if not already performed between May 1, 2023, and the Effective Date). Up to 10 private and/or public wells are anticipated for raw water sampling, but additional raw water samples will be added if requested by the Central Coast Water Board. Any additional private and/or public wells identified by the Central Coast Water Board as needing monitoring and any new groundwater monitoring wells will be incorporated into the groundwater monitoring program.

3.10.2 Submitting a PFAS Groundwater Monitoring and Sampling Plan within ninety (90) days of the Effective Date of this Agreement.

3.10.3 Implementing the PFAS Groundwater Monitoring and Sampling Plan, beyond the initial round of groundwater sampling described in Section 3.10.1.

3.11 PFAS Site Conceptual Model. Within ninety (90) days of the Effective Date, the Airport Parties shall submit an updated Site Conceptual Model, which will include maps and geologic and hydrogeologic cross-sections depicting PFAS concentrations and supply well/monitoring well completions. The Site Conceptual Model will be updated from time-to-time at the discretion of the Airport Parties or upon request by the Central Coast Water Board.

3.12 Remedial Investigation (“RI”) Work Plan for PFAS. Within one hundred twenty (120) days of the Effective Date, the Airport Parties shall submit an RI Work Plan to delineate the extent of Airport Related PFAS in soil, sediments and groundwater, support a Human Health Risk Assessment (“HHRA”), and form the basis for remedial planning. Implementation of this RI Work Plan will begin during Phase I and must include, but not be limited to:

3.12.1 Identifying data gaps and characterization efforts to fill data gaps regarding the extent of Airport Related PFAS in soil, sediments, soil vapor, and groundwater, where areas for additional assessment include, but may not be limited to:

3.12.1.1 Buckley Road — vicinity/west end of Runway 7-25: investigation on and near the Airport, upgradient of the highest PFAS concentrations detected in private supply wells and in the vicinity of where eyewitnesses reported fire personnel spraying to ground surfaces;

3.12.1.2 Refinement of source area PFAS investigations at and near the wash rack and fire training area on Airport property near Highway 227;

3.12.1.3 Evaluate potential PFAS discharges from the sewer line connected to the wash rack;

3.12.1.4 Potential upgradient PFAS influences/comingling associated with Acacia Creek/East Fork of San Luis Creek, and other non-Airport PFAS sources, potentially affecting western Buckley Road-area wells.

3.12.2 Using State Water Board Resolution No. 92-49, which governs investigations and cleanup and abatement activities under Water Code §13304, for characterization, risk evaluation, and remedial/treatability data collection efforts. Applicable or relevant and appropriate requirements may also be identified;

3.12.3 Collecting data to support PFAS fate and transport evaluations for the purpose of remedial and PFAS replacement water treatment decision-making;

3.12.4 Collecting information to support a HHRA associated with all avenues of PFAS exposure;

3.12.5 Evaluating background/ambient PFAS levels and comingling; and,

3.12.6 Evaluating via literature review the potential for PFAS soil vapor and indoor air inhalation (e.g., via vapor intrusion from subsurface into and indoor space and/or from shower water volatilization and/or steam containing PFAS) concerns and making appropriate recommendations based on that review.

3.12.7 Progress reports will be submitted by the Airport Parties to the Central Coast Water Board within 60 days of implementing field work and at least every 60 days until a final RI report is submitted or until the PFAS FS/RAP Work Plan is submitted per Section 3.13. Progress reports will include a summary of all investigation data obtained, including at minimum summary data tables and figures, with recommendations and proposed schedule(s) on any interim corrective measures that may be feasible.

3.13 PFAS Feasibility Study (“FS”)/Remedial Action Plan (“RAP”) Work Plan. As part of Phase I, the Airport Parties shall submit a work plan to the Central Coast Water Board within two hundred and seventy (270) days of the Effective Date of this Agreement for performing a feasibility study and developing a remedial action plan for mitigating/remediating PFAS contamination in soil, and soil vapor (if determined necessary pursuant to Section 3.12.6), and groundwater resulting from Airport Related PFAS.

3.14 Planning for Subsequent Phase II Water Supply, Replacement Water/Treatment Alternatives Evaluation Work Plan. The County and CAL FIRE shall continue the already initiated long-term water supply alternative identification, viability screening, planning and funding analysis, including submitting a work plan for these continued efforts, to be submitted within 120 days of the Effective Date. The long-term water supply alternative evaluation is described further in Section 4.6 and is intended to identify a feasible permanent water supply solution that will cover not just Domestic Water use (including irrigation), but all water uses, indoor and outdoor.

4. Phase II.

4.1 Continued Water Supply Monitoring and PFAS POE Treatment. The Airport Parties shall continue water supply monitoring and providing PFAS POE treatment as described in this Agreement. These efforts will include, but not be limited to, the following:

4.1.1 Water supply/treatment system PFAS monitoring will continue as specified in the Domestic Water Use/PFAS Treatment System Sampling Work Plan (Section 3.3); and

4.1.2 Provision, as-needed, of installation and O&M for POU if new PFAS Standard exceedances occur (Sections 2.6.2, 3.2.1, and 3.5) and/or POE treatment in furtherance of the POE Treatment Report (Section 3.7).

4.2 Continued PFAS groundwater monitoring. The Airport Parties shall continue to perform groundwater monitoring as specified in the PFAS Groundwater Monitoring and Sampling Plan (Section 3.10.3).

4.3 Continued PFAS R. The Airport Parties shall continue to implement the PFAS RI, with the RI Report being submitted within 18 months of the Effective Date.

4.4 Submit HHRA. For purposes of determining the scope of investigation and remediation, within 18 months of the Effective Date of this Agreement, the Airport Parties will submit a HHRA for Central Coast Water Board consideration. The HHRA will evaluate the risk from Airport Related PFAS, including, subject to the availability of the necessary technical information, PFAS without a PFAS Standard, and in accordance with HHRA tasks outlined in the RI Work Plan. The Central Coast Water Board will seek input on the HHRA from the Office of Environmental Health Hazard Assessment (OEHHA) and from the Division of Drinking Water (DDW).

4.5 Continued PFAS Remedial Pilot Testing and FS/RAP Development. The Airport Parties shall continue to perform Airport Related PFAS remedial evaluations and implement remedial actions that are determined to be feasible, consistent with 92-49. A completed FS will be submitted within 30 months of the Effective Date, with the RAP submitted within 36 months of the Effective Date.

4.5.1 The Airport Parties will implement feasible remedies as described in the FS/RAP, consistent with 92-49, for risks identified in a final HHRA as approved by the Central Coast Water Board Executive Officer.

4.6 PFAS Phase II Evaluations and Funding Pursuit. The Airport Parties shall complete evaluation of long-term water supply alternatives. As part of the evaluation, the Airport Parties will discuss long-term water supply alternatives with Golden State Water Company and relevant local agencies (e.g., County of San Luis Obispo Environmental Health Services, County of San Luis Obispo Planning and Building, City of San Luis Obispo Water Division, City of San Luis Obispo Planning, San Luis Obispo Local Agency Formation Commission) and include a description of opportunities and challenges to implementing the various alternatives as informed by the discussions. The Airport Parties will submit a long-term water supply solution feasibility evaluation ("Long-Term Water Supply Evaluation") with, to the extent feasible, a preliminary design, estimated costs, and proposed preliminary construction and implementation schedules to the Central Coast Water Board for concurrence no later than three (3) years following the Effective Date of this Agreement. The Long-Term Water Supply Evaluation will identify potential funding source options for implementation of the proposed long-term water supply solution. For

clarification and not limitation, while the goals of the Long-Term Water Supply Evaluation will be the identification of a feasible long-term water supply solution and funding sources that can be implemented by or in coordination with the Airport Parties, this section does not represent a binding commitment by the Airport Parties to implement a long-term water supply solution within a certain time. The Airport Parties intend that the delivery of a long-term water supply solution would (a) be the subject of a future agreement between the Parties, (b) take into consideration the participation of the public in accordance with the Public Participation Plan (Section 3.8), may be subject to regulatory oversight by and/or coordination with various local or state agencies, and (c) be subject to the availability of funding. The long-term water supply solution must:

4.6.1 Be able to serve all residences and other locations where Airport Related PFAS in a raw well water sample meet or exceed a PFAS Standard;

4.6.2 Meet applicable PFAS Standards and have comparable quality to that pumped by the public water system or private well owner before the discharge of waste or be approved and permitted by the DDW; and

4.6.3 Remain in effect and operational in perpetuity or until such time as raw water samples from groundwater supply wells no longer contain detectable Airport Related PFAS for at least four (4) consecutive groundwater monitoring events conducted over at least two (2) years.

4.6.4 If the long-term water supply evaluation determines that there are no feasible long-term solutions (such as consolidation with an existing public water system or a new standalone public water system) other than POE and/or well-head treatment and if the Central Coast Water Board concurs with this conclusion, the Airport Parties will install well-head treatment systems at all supply wells impacted by Airport Related PFAS where a groundwater sample exceeds a PFAS Standard. The well-head treatment systems will be installed within four (4) years of the Effective Date. The terms in Sections 4.6.1, and 4.6.2 will apply to the well-head treatment systems. In the event POE and/or well-head treatment is identified as the only feasible long-term solution as set forth in this section, the Airport Parties shall meet and confer with the Central Coast Water Board at least 180 days prior to the expiration of the Agreement regarding potential agreement that would outline the long-term provision of well-head treatment systems at all supply wells impacted by Airport Related PFAS where a groundwater sample exceeds a PFAS Standard.

5. **Enforcement Actions.**

5.1 So long as the Airport Parties are in compliance with the terms of this Agreement, and this Agreement remains active, the Central Coast Water Board Cleanup Team covenants and agrees not to forward the Draft Cleanup and Abatement Order to the Central Coast Water Board for its consideration, such that it is no longer an impending proceeding as of the Effective Date of this Agreement.

5.2 During the Term of this Agreement, and as long as the Airport Parties are in compliance with the terms of this Agreement, actions, lawsuits, or claims against the Airport Parties arising out of or related to any past, present, actual, or threatened discharge of PFAS at or

near the Airport, including, but not limited to, any administrative, regulatory, or enforcement action for replacement water and/or groundwater cleanup and/or abatement of PFAS-contaminated groundwater where replacement water is being provided for all Domestic Uses, will not be pursued by the Central Coast Water Board. In the event new information concerning Airport Related PFAS develops, pursuant to which the Central Coast Water Board Executive Officer determines that there is a need for immediate action to protect public health, the Parties agree to meet and confer to determine and implement appropriate action.

5.3 The scope of the temporary waiver of claims provided in this Section 5 includes cleanup and abatement orders under California Water Code §13304 to provide replacement water due to groundwater contamination caused by Airport Related PFAS, and any other actions, lawsuits, or other claims for replacement water by the Central Coast Water Board due to groundwater contamination caused by Airport Related PFAS, whether based on statute, common law, or other theories of liability.

5.4 Section 5.3 does not restrict the Central Coast Water Board from taking action under any applicable general permit or individual permit issued to the Airport Parties or under Division 7 of the Water Code. Section 5.2 does not restrict the Central Coast Water Board from issuing any administrative orders concerning the collection of information unrelated to Airport Related PFAS under existing regulatory statutes, such as California Water Code section 13267.

6. **Cooperation.**

6.1 The Airport Parties may cooperate and assist each other in implementing the terms of this Agreement, including, but not limited to, the following:

6.1.1 Making efforts to obtain approval and implementation of a legislative, regulatory, policy-based, or similar form of funding source(s) that is/are designed, in whole or in part, to fund the provision of long-term replacement water/treatment for water supply impacted by PFAS resulting from the use of AFFF in fire-fighting operations at the Airport.

6.1.2 Making efforts to identify and assess the technological, regulatory, and/or economic feasibility of alternatives for long-term replacement water/treatment for PFAS-impacted water supply.

6.1.3 Analyzing, seeking, and obtaining available funding, through grants or otherwise, to assist in the effort to secure long-term replacement water/treatment, though the Airport Parties acknowledge that the Central Coast Water Board does not have discretion or final authority to allocate public grant funds; and

6.1.4 Providing technical and/or administrative support to implement the terms of this Agreement.

6.2 Central Coast Water Board staff will reasonably support Airport Parties' efforts described in Section 6.1 with regard to federal policies and funding and, to the extent consistent with State law and policies, with respect to state policies and funding.

6.3 The Central Coast Water Board's authorized representatives are allowed:

6.3.1 Entry upon Airport premises consistent with the terms of this Agreement and FAA requirements;

6.3.2 Access to copy any records that are maintained under the terms of this Agreement;

6.3.3 Access to inspect the Airport, equipment (including monitoring and control equipment), practices, or operations consistent with the terms of this Agreement; and

6.3.4 The right to photograph, sample, and monitor the Airport for the purposes of ensuring compliance with this Agreement, or as otherwise authorized by the California Water Code.

6.4 The Airport Parties must submit a 30-day advance written notice to the Central Coast Water Board of any planned changes in name, ownership, or control of the Airport and must provide a 30-day advance written notice of any planned physical changes to the Airport that may affect compliance with this Agreement. In the event of a change in ownership or operator, the Airport Parties also must provide a 30-day advance notice, by letter, to the succeeding owner/operator of the existence of this Agreement and must submit a copy of this advance notice to the Central Coast Water Board, and any subsequent owner(s)/operator(s) of the Airport must agree to be bound by the terms of this Agreement. The Parties further agree that transferring ownership of the Airport will not absolve any of the Airport Parties of potential liability for Airport Related PFAS.

6.5 In the event the Central Coast Water Board Executive Officer determines that any activity (whether or not pursued in compliance with this Agreement) may pose a hazard to the public health or safety of people at the Airport or in the surrounding area or to the environment, the Central Coast Water Board Executive Officer may request to modify this Agreement to request that the Airport Parties conduct additional activities in accordance with this Agreement or to stop further implementation of this Agreement for such period of time as may be needed to abate the hazard.

6.6 The Airport Parties Shall.

6.6.1 Provide access to the Airport and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to the Central Coast Water Board's staff, contractors, and consultants at all reasonable times, consistent with FAA requirements. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that the Central Coast Water Board or any other agency may otherwise have by operation of law; and

6.6.2 Inform the Central Coast Water Board at least seven days in advance of all field activities pursuant to this Agreement and shall allow the Central Coast Water Board and its authorized representatives to take duplicates and/or splits of any samples collected pursuant to this Agreement.

6.6.3 Enroll or remain enrolled, as may be separately agreed upon by the Airport Parties, in the Central Coast Water Board's Cost Recovery Program through execution of a Cost Recovery Agreement to reimburse the Central Coast Water Board for its reasonable and necessary oversight costs for a period of at least two years following the termination of this Agreement.

6.7 The Central Coast Water Board reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. The Airport Parties reserve all of their statutory and regulatory rights, defenses, and remedies available to the Airport Parties under applicable laws.

7. **Authorization of Agent or Independent Contractor.** The Airport Parties may implement their obligations under the terms of this Agreement in conjunction with, or through, an agent(s) or independent contractor(s) selected by the Airport Parties. The Airport Parties shall each retain sole discretion to hire and fire any such agent or independent contractor.

8. **No Admissions.** Neither the County nor CAL FIRE make any admissions of guilt, fault, and/or liability by providing replacement water/treatment, by entering into this Agreement, or otherwise.

9. **Confidentiality.**

9.1 The Parties acknowledge and agree that, to the extent permitted by law, including, but not limited to, the California Public Records Act, any and all confidential information and/or documents arising out of or relating to the negotiation of this Agreement shall remain confidential ("Confidential Information"). This provision does not apply to information that the Parties have waived from confidentiality, nor to the final executed Agreement or any information generated pursuant to this Agreement following final execution of this Agreement.

9.2 If the Central Coast Water Board or the Airport Parties receive a subpoena or request for records, whether through a Public Record Act request or otherwise, that seeks, or may seek, disclosure of Confidential Information, Central Coast Water Board staff and the Airport Parties will notify and consult with each other as soon thereafter as practicable regarding the subpoena or request.

9.3 To the extent consistent with the California Public Records Act, the terms of this Section 9 concerning confidentiality shall remain in full force and effect and survive the termination of this Agreement to the maximum extent permitted by law. However, all Parties understand that data, work plans, and technical reports provided by the Airport Parties to the Central Coast Water Board, including uploads to GeoTracker, and data generated by the Central Coast Water Board are subject to the California Public Records Act.

10. **Notices:** All notices required under this Agreement shall be sent in writing, via email and certified or registered mail, to the following:

To the Water Board Representatives:

Central Coast Regional Water Quality Control Board
Attn: Matthew T. Keeling, Executive Officer
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401
Email: matt.keeling@waterboards.ca.gov

Stephanie Yu
State Water Resources Control Board, Office of Chief Counsel
Telephone: (916) 341-5157
Email: stephanie.yu@waterboards.ca.gov

Daniel Kippen
State Water Resources Control Board, Office of Enforcement
Telephone: (916) 323-6848
Email: dan.kippen@waterboards.ca.gov

To the County:

Albert M. Cohen
Loeb & Loeb LLP
10100 Santa Monica Boulevard, Suite 2200
Los Angeles, CA 90067
Telephone: 310-282-2228
Facsimile: 310-282-2200
Email: acohen@loeb.com

Brian J. Stack
Deputy County Counsel
County of San Luis Obispo
1055 Monterey Street, Suite D320
San Luis Obispo, CA 93408
Telephone: 805-781-5400
Facsimile: 805-781-4221
Email: bstack@co.slo.ca.us

To CAL FIRE:

Sarah P. Bell
Farella Braun + Martel LLP
One Bush Street, Suite 900
San Francisco, CA 94104
Telephone: 415-954-4450
Facsimile: 415-954-4480
Email: sbell@fbm.com

Evan McLean, Staff Counsel
Dept. of Forestry & Fire
P.O. Box 944246
Sacramento, CA 94244-2460
Telephone: 916-902-5098
Email: evan.mclean@fire.ca.gov

11. **Construction of Agreement.** Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties therefore expressly acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one Party or another, or its attorneys, and will be construed accordingly.

12. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any litigation pertaining to this Agreement shall be conducted in the state or federal courts located in or with jurisdiction over San Luis Obispo County, California.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, including without limitation their insurers, sureties, and/or attorneys.

14. **Severability.** If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

15. **Force Majeure.** If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, pandemic, supply chain interruption, the unavailability of labor resources, or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected ("Affected Services") by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this section, such Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

16. **Good Faith Negotiation.** In the event of any dispute among the Central Coast Water Board and the Airport Parties arising out of or relating to this Agreement, the Central Coast Water Board and Airport Parties shall try in good faith to settle the dispute by informal negotiation

amongst the Central Coast Water Board and Airport Parties, and mediation if mutually agreed, before initiating any action or litigation to enforce this Agreement.

17. **Injunction Against Actions in Violation of Agreement.** This Agreement may be pleaded as a full and complete defense to, and may be used as a basis for, injunction against any claim which may be instituted, prosecuted, or maintained in breach of this Agreement.

18. **Counterparts.** The Parties may execute this Agreement in one or more counterparts, via email or otherwise, each of which shall be deemed an original agreement, and all of which shall be considered one and the same instrument, and a signature transmitted by email shall be deemed to be an original signature.

19. **Benefit of Counsel.** The advice of legal counsel has been obtained by each of the Parties prior to entering into this Agreement.

20. **Entire Agreement.** This Agreement constitutes the entire, fully integrated understanding between and among the Parties with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed. This Agreement may be modified only by a writing explicitly referencing this Agreement and signed by the Central Coast Water Board Executive Officer and the Airport Parties.

21. **No Third-Party Beneficiaries.** The Agreement is not intended for the benefit of any person or entity not a Party and shall not be enforceable by any person or entity who is not a Party.

22. **References to Central Coast Water Board Executive Officer.** All references in this Agreement to the Central Coast Water Board Executive Officer include their delegee, the Assistant Executive Officer.

23. **Central Coast Water Board Ratification.** Immediately upon all Parties' execution of this Agreement, the Central Coast Water Board Cleanup Team will request ratification by the Central Coast Water Board.

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24. **Effective Date.** The Effective Date of this Agreement is the date of ratification by the Central Coast Water Board.

CENTRAL COAST REGIONAL WATER
QUALITY CONTROL BOARD, CLEANUP
TEAM

Date: 6/23/2023

DocuSigned by:
By: Matthew T. Keeling
Matthew T. Keeling
Executive Officer
Central Coast Regional Water Quality
Control Board

COUNTY OF SAN LUIS OBISPO

Date: 6/23/2023

DocuSigned by:
By: Courtney Johnson
Courtney Johnson
Director of Airports
County of San Luis Obispo

APPROVED AS TO FORM AND LEGAL
EFFECT

Rita L. Neal
County Counsel

Date: 6/23/2023

DocuSigned by:
By: Brian Stack
Brian Stack
Deputy County Counsel
County of San Luis Obispo

CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

Date: 6/23/2023

DocuSigned by:
By: Joe Tyler
Joe Tyler
Director/Fire Chief

APPROVED AS TO FORM AND LEGAL
EFFECT

Date: 6/23/2023

DocuSigned by:
By: Sarah P. Bell
Sarah P. Bell
Partner
Farella Braun + Martel LLP