

COUNTY OF SACRAMENTO

RESOLUTION NO. 2010-0418

on 6/1/10
Dated 6/3/10
Clerk, Board of Supervisors
By V. Hodges
Deputy Clerk

MEMORANDUM OF UNDERSTANDING WITH THE SACRAMENTO COUNTY WATER AGENCY AND AGREEMENTS WITH CALIFORNIA AMERICAN WATER COMPANY, CITY OF SACRAMENTO, CITY OF GALT, DEL PASO MANOR WATER DISTRICT, FAIR OAKS WATER DISTRICT, FLORIN COUNTY WATER DISTRICT, FRUITRIDGE VISTA WATER COMPANY, GOLDEN STATE WATER COMPANY, ORANGE VALE WATER COMPANY, AND RANCHO MURIETA COMMUNITY SERVICES DISTRICT PROVIDING FOR THE IMPLEMENTATION OF THE CROSS-CONNECTION CONTROL PROGRAM

BE IT RESOLVED AND ORDERED that the Director of the Environmental Management Department, or his designee, is hereby authorized and directed to execute a Memorandum of Understanding with the Sacramento County Water Agency and Agreements with California American Water, City of Sacramento, City of Galt, Del Paso Manor Water District, Fair Oaks Water District, Florin County Water District, Fruitridge Vista Water Company, Golden State Water Company, Orange Vale Water Company, and Rancho Murieta Community Services District providing for the implementation of the Cross-Connection Control Program as provided under California Health and Safety Code section 116805 and title 17 of the California Code of Regulations section 7584.

On a motion by Supervisor Yee, seconded by Supervisor MacGlashan, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 1st day of June, 2010, by the following vote, to wit:

- AYES: Supervisors, MacGlashan, Nottoli, Yee, Peters, Dickinson
- NOES: Supervisors, None
- ABSENT: Supervisors, None
- UNDETERMINED: Supervisors, None



In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on 6/1/10

By V. Hodges
Deputy Clerk, Board of Supervisors

Raymond Dickinson
Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS

JUN 01 2010
BY *Cyndee Lee*
CLERK OF THE BOARD

ATTEST: *Cyndee Lee*
Clerk, Board of Supervisors

COUNTY OF SACRAMENTO AGREEMENT NO. # _____

AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of May, 2010, between the SACRAMENTO COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT, hereinafter referred to as "EMD", and Rancho Murieta Community Services District, a California Special District (hereinafter referred to as "RMCS D").

RECITALS

WHEREAS, Section 7584 of Title 17 of the California Code of Regulations and Section 116805 of the California Health and Safety Code authorizes and provides the water supplier to enter into an agreement with the local health agency, or with another agency approved by the health agency to administer all, or a portion of the Cross Connection Control Program; and

WHEREAS, Section 116805 of the California Health and Safety Code authorizes the local health officer to collect fees to offset the costs of administering these programs, and shall be limited to the costs of the programs; and

WHEREAS, EMD has offered, subject to consideration, to provide the RMCS D Cross-Connection Control Program services through the provisions of Chapter 6.30 of the Sacramento County Code; and

WHEREAS, EMD and RMCS D desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. SCOPE OF SERVICES

EMD and RMCS D to provide services in the amount, type and manner described in Exhibit "A", which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of July 1, 2010, and shall continue in force and effect unless terminated as prescribed herein.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO EMD

DIRECTOR
Sacramento County Environmental
Management Department
10590 Armstrong Ave, Suite A
Mather, CA 95655

TO RMCS D

Edward R. Crouse
General Manager
P. O. Box 1050
Rancho Murieta, CA 95683

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

IV. COMPLIANCE WITH LAWS

RMCS D and EMD shall observe and comply with all applicable Federal, State, County and RMCS D laws, regulations and ordinances.

V. CONFLICT OF INTEREST

RMCS D and EMD officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

VI. INDEMNIFICATION

1. RMCS D shall indemnify, defend and hold harmless EMD, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the RMCS D, its officers, employees, or agents (including its volunteers).

2. EMD shall indemnify, defend, and hold harmless RMCS D and its RMCS D Council, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of EMD, its Board of Supervisors, officers, employees, or agents (including its volunteers).

VII. INSURANCE

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

VIII. COMPENSATION FOR SERVICES

Compensation under this Agreement shall be limited to the associated regulatory program fees as provided in Sacramento County Code (SCC) Chapter 6.30 and not through direct compensation by the RMCS D.

IX. SUBCONTRACTS, ASSIGNMENT

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve EMD of any duty or responsibility under this Agreement and EMD shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by EMD, in whole or in part, without the prior written consent of RMCS D.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XII. TERMINATION

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

XIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between EMD and RMCS D regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between EMD and RMCS D regarding the subject matter of this Agreement are hereby terminated, effective immediately, upon full execution of this Agreement.

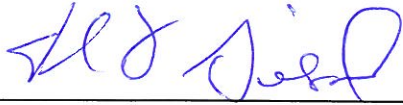
XIV. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By:



Director, Sacramento County
Environmental Management Department

Date: 6-1-10

Attest:



County Counsel

Date: 6-1-10

Rancho Murieta Community Services District, a California Special District

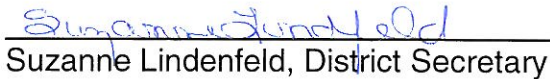
By:



Edward R. Crouse, General Manager

Date: 5/20/10

Attest:



Suzanne Lindenfeld, District Secretary

Date: 5/20/10

**EXHIBIT A to Agreement
between the SACRAMENTO COUNTY
ENVIRONMENTAL MANAGEMENT DEPARTMENT,
hereafter referred to as “EMD,” and the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT, hereafter referred
to as “RMCS D”**

I. SCOPE OF SERVICES

EMD and RMCS D will work within a partnership relationship in providing the following services:

RMCS D DESCRIPTION OF SERVICES

1. Identify premises where protection of the public water system is required.
2. Notify EMD of locations that require approved backflow protection at the service connection. The RMCS D shall provide the number, type, service connection size and any other information used in completing the cross connection control hazard assessment. Information shall be made on forms designed by EMD and approved for use by the RMCS D.
3. Provide the owner and/or operator instructions regarding the location and any specific RMCS D installation guidelines for retrofit assemblies.
4. When necessary, take enforcement action which may include termination of water service against persons and/or facilities for violations of Chapter 6.30 of the Sacramento County Code (SCC 6.30), Title 17 of the California Code of Regulations Sections 7584 – 7605 (17 CCR) or local ordinance.
5. Should the RMCS D become aware of non-compliant Assemblies, RMCS D will take appropriate enforcement action. The RMCS D will notify EMD in writing within 15 days if the RMCS D requests EMD to pursue enforcement action.
6. Work within the partnership to ensure that data on file with EMD is complete and accurate. The RMCS D shall provide a written status of those accounts within 60 days of receiving data update requests from EMD. Furthermore, should the RMCS D become aware of non-compliant Assemblies not currently on file with EMD, RMCS D shall notify EMD within three business days.

EMD DESCRIPTION OF SERVICES

PROGRAM ADMINISTRATION

1. For existing RMCS D Assemblies, the services to be provided by EMD shall include the following:
 - a. Maintain records of all known Assemblies installed at service connections for the RMCS D, including owner and/operator mailing address, type of Assemblies, locations of Assemblies and related test reports.
 - b. For Annual Backflow Testing Notification of Existing Assemblies, EMD will:
 - i. Notify the owner and/or operator of those facilities that have an Assembly installed at the service connection that the Assembly is due for annual testing, and provide a timeline for compliance.
 - ii. Issue one final non-compliance notice to the owner and/or operator of those facilities that have not submitted an approved backflow test report within the stated compliance timeline.
 - c. For Assemblies that fail any required testing, EMD will;
 - i. Notify the RMCS D by fax within 48 hours.
 - ii. Notify the owner and/or operator within 15 days that the defective Assembly is required to be repaired or replaced, and provide a timeline for compliance.
 - iii. Issue one final non-compliance notice to the owner and/or operator of those facilities that have not submitted an approved backflow test report within the stated compliance timeline.
 - d. Enter all received test reports for assemblies installed at service connections within 30 days of receipt.
2. Where the RMCS D has performed a cross-connection control hazard assessment (survey) and determined that protection of the public water system is required at the service connection, EMD shall perform the following:

- a. Issue a notice to the owner and/or operator within 15 days from receipt of the survey, that an approved backflow prevention assembly (Assembly) is required to be installed at the service connection, and provide a timeline for compliance.
 - b. Issue one final non-compliance notice to the owner and/or operator of those facilities that have not installed an Assembly at the service connection, and have not submitted an approved backflow test report within the stated compliance timeline.
 - c. Provide the owner and/or operator a list of approved Assemblies.
3. Include a list of currently registered Backflow Prevention Assembly Testers with all testing notices.
4. Provide the RMCS D a copy of final non-compliance notices.
5. Notify the RMCS D of Assemblies that are in non-compliance by means of a monthly summary.
6. EMD will reactivate an Assembly's compliance status upon written notification by the RMCS D that compliance has been met, or upon receipt of a completed test report showing compliance.

RELATED PROGRAMMATIC ACTIVITES

1. Provide advice and assistance to the RMCS D, Assembly owner and/or operators, industry, and other public agencies regarding program related activities.
2. Provide the RMCS D with an electronic format of the database including the device reference number, Assembly information, and a two-year testing history.
3. Allocate a distinct RMCS D Assembly reference number that will be added to the EMD database. Upon request, the RMCS D reference number may be included on EMD issued notices.
4. Provide statistical data by February 15th of each year that reflects prior calendar year cross connection control program data as required by the California Department of Public Health's Public Water Systems Annual Drinking Water Report.
5. Meet with participating Public Water Systems and RMCS D as needed to review progress at a date and time that is mutually agreed upon.

6. When necessary, take enforcement action against persons and/or facilities for violations of Chapter 6.30 of the Sacramento County Code (SCC 6.30).
7. Nothing in this Agreement or any Exhibit thereto shall obligate EMD to provide services outside of Sacramento County.

CH:gfb

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