

HEBER PUBLIC UTILITY DISTRICT

REPORT TO BOARD OF DIRECTORS

MEETING DATE: December 18, 2014

FROM: Laura Fischer, General Manager

SUBJECT: Approve the Memorandum of Understanding with the City of Brawley to Contract with a Consultant to Conduct the Sanitary Survey and to Jointly Share the cost of the Survey.

ISSUE:

Shall the Board of Directors Approve the Memorandum of Understanding with the City of Brawley to Contract with a Consultant to Conduct the Sanitary Survey and to Jointly Share the cost of the Survey?

GENERAL MANAGER'S RECOMMENDATION:

Approve the Memorandum of Understanding and Authorize the General Manager to Sign on Behalf of HPUD.

FISCAL IMPACT:

HPUD's share of the cost for the consultant to conduct the Sanitary Survey is \$2,991.51. This amount was included in the 2014-15 budget.

BACKGROUND:

Per the California Department of Public Health, all water systems which are subject to the Surface Water Treatment Rule (SWTR) shall conduct a sanitary survey of their watershed(s) at least every five years. The City of Brawley at the request of the California Department of Public Health has accepted to coordinate a joint Watershed Sanitary Survey. The updated Watershed Sanitary Survey was completed in September 2014 by Psomas.

DISCUSSION:

HPUD fully participated in the Sanitary Survey and if we approve the Memorandum of Understanding with the City of Brawley and pay the invoice for \$2,991.51 the completed Sanitary Survey will be submitted on behalf of HPUD. This will meet the regulatory requirements from the State Department of Public Health.

CONCLUSION:

Staff recommends approval of the Memorandum of Understanding.

ALTERNATIVES:

- 1) Do not approve the MOU, which will require that HPUD complete a Sanitary Survey to meet the State requirements.

Respectfully Submitted,

Laura Fischer,
General Manager

Attachment: Memorandum of Understanding



CITY OF BRAWLEY

PUBLIC WORK / CITY ENGINEER
180 S. WESTERN AVENUE
BRAWLEY, CALIFORNIA
92227
PHONE: (760) 344-5800
FAX: (760) 344-5612

November 24, 2014

RECEIVED
DEC 02 2014

To: All Water Systems Utilizing Surface Water Sources

Subject: Watershed Sanitary Surveys (WSS) Updates

H.P.U.D.

Per the California Department of Public Health (CDPH), all water systems which are subject to the Surface Water Treatment Rule (SWTR) shall conduct a sanitary survey of their watershed(s) at least every five years.

The City of Brawley at the request of California Department of Public Health (CDPH) has accepted to coordinate a joint Watershed Sanitary Survey. The updated Watershed Sanitary Survey (WSS) was completed in September 2014 by Psomas.

This letter is to inform all interested parties that will be participating with the City of Brawley in this joint venture that payment must be received no later than December 30, 2014 in order to confirm your participation.

For the major participants, the City of Brawley has enclosed a Memorandum of Understanding (MOU) along with an invoice that stipulates the due date of payment to be received along with the signed MOU. Smaller utilities will receive an invoice which also stipulates the due date of payment to be received to confirm participation.

Please be aware that it is not a regulatory requirement to participate in the City of Brawley's joint WSS however, if you're PWS chooses not to participate, you will be responsible for meeting the regulatory requirements on your own.

If you have any questions regarding this letter, please call (760) 344-5800 ext. 11.

Best Regards,

Ruben Mireles
Operations Division Manager

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered on the date set forth herein below by and between the undersigned (hereinafter referred to as "Parties").

RECITALS

- A. The Parties are required by the State of California Department of Health Services, Division of Drinking Water and Environmental Management, to comply with regulations passed in June 1991 requiring all water suppliers using surface water sources to complete a sanitary survey of their respective watersheds ("Survey").
- B. The purpose of this MOU is to memorialize an agreement of the Parties hereto concerning contracting and paying a consultant for the preparation of the Survey of the Imperial Valley Colorado River Watershed Area.
- C. The parties believe it to be in their best interest, as well as the public's best interest, to enter into a contract with a consultant to conduct the sanitary survey and to cooperatively and jointly share in the cost of the Survey.
- D. The last Survey was performed in 2010. It is imperative that the Parties move forward as quickly as possible in order to achieve compliance with applicable law. To that end, the City of Brawley has entered a consulting services agreement with Psomas ("Consultant") for preparation of the Survey.
- E. Only those Parties participating in this Memorandum of Understanding shall be entitled to report to the California Department of Health Services that it has complied with the law requiring the Survey.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. Technical Committee:

A representative named herein may, from time to time or permanently, designate an individual to act on the representative's behalf. Meetings of the Technical Committee may be attended by anyone duly authorized by a party hereto. The purpose of the Technical Committee will be to take such action as the Technical Committee deems appropriate to further the interest of the Parties. The Technical Committee shall meet at such times and places as the Technical Committee may agree. City of Brawley will supply administrative support to the committee.

2. Decisions of Technical Committee:

The parties expect and intend that decisions of the Technical Committee will be made by consensus. In the event of disagreement over any decision, the representatives will vote to resolve the disagreement, with each representative having one vote. The vote of the majority of representatives will be the decision of the committee. Should such voting not result in a majority, then voting will proceed on a weighted basis with each agency representative being assigned a number of votes equal to their cost sharing percentage as defined in Item No. "3" below and the vote of the majority of the total number of the votes so assigned shall be the decision of the committee.

3. Cost Sharing, Invoices:

The Parties hereto agree to share in payment of all costs associated with preparation of the Survey. Said cost are apportioned below based on water connection information obtained from the California State Department of Health Service. For the correctional facilities, equivalent connections were arrived at by utilizing a factor of 3.5 persons per household. The City of Brawley has obtained a lump sum fee price of \$125,000 from Consultant for preparation of the Survey.

City of Brawley	\$ 17,891.00	16.80%
City of Calexico	\$ 27,507.93	25.83%
GSWC, Calipatria	\$ 2,799.08	2.63%
Calipatria State Prison	\$ 2,799.08	2.63%
Centinela State Prison	\$ 2,449.19	2.30%
City of El Centro	\$ 30,164.96	28.32%
City of Holtville	\$ 4,202.12	3.95%
City of Imperial	\$ 10,961.89	10.29%
Heber Public Utility District	\$ 2,991.51	2.81%
City of Westmorland	\$ 1,586.38	1.49%
Seeley CWD	\$ 1,399.54	1.31%
N.A.F. El Centro	\$ 1,747.32	1.64%

In the event less than 100% of the above named parties choose to participate, the Parties hereto acknowledge and agree that its respective shares will increase. Should that circumstance occur, each Party shall receive an invoice from the City of Brawley and shall pay such additional amount. There are various other entities in Imperial County who may choose to participate at a future date. In that event, such party shall be charged an amount to be determined by the Technical Committee and such amount shall be returned to the Parties in the same proportion as set forth herein.

4. Not to Exceed Price for Survey:

In no case shall the cost of the Survey exceed \$125,000.00, except by approval of the Technical Committee.

5. Deposit:

Each entity participating in this MOU shall, by no later than **December 30, 2014**, return a duly executed original of this MOU together with a deposit, payable to the City of Brawley, in the amount set forth in section 3 above which represents an estimate of its proportionate share.

6. Notices:

Any written communication related to this MOU will be provided to the Parties at addresses identified herein.

7. Term of MOU:

This MOU shall be effective as of the date set forth herein below and shall remain in force and effect until all services and contracts covered by this MOU have been completed and performed, and all payments required under this MOU have been made.

8. Amendment:

Any amendments to this MOU must be in writing and executed by all parties.

9. Counterparts:

This MOU may be executed by the parties in counterparts, each of which when so executed and delivered to the City of Brawley shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. General Provisions:

Each party understands and agrees that there is no agency relationship between the parties. It is further understood and agreed by the parties that notwithstanding anything contained herein, the employees of each party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing party.

Each party understands and agrees that except as specifically set forth herein, any internal, in-house or administrative costs or expenses incurred by any party related to that party's obligations under this MOU shall be the sole responsibility of the party incurring said costs and expenses.

This instrument and any attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof.

Agency	Authorized Representative Print	Authorized Representative Signature	Date
City of Brawley	Rosanna Bayon Moore	_____	_____
City of Calexico	Nick Servin	_____	_____
GSWC, Calipatria	Mark Johnson	_____	_____
Calipatria State Prison	Perry Dahlstrom	_____	_____
Centinela State Prison	Mark Bohannon	_____	_____
City of Holtville	Frank Cornejo	_____	_____
City of El Centro	Hector Munoz	_____	_____
City of Imperial	Jackie Loper	_____	_____
Heber Public Utility District	Francisco Rodriguez	_____	_____
City of Westmorland	Ramiro Barajas	_____	_____
Seeley CWD	Sandra Estogpy	_____	_____
NAF El Centro	William Kadele	_____	_____



City of Brawley

180 S. Western Avenue
Brawley, CA 92227
Phone (760) 344-5800 Fax (760) 344-5612

RECEIVED
DEC 02 2014

INVOICE

H.P.U.D.

INVOICE #106
DATE: DECEMBER 1, 2014

TO:
Frank Rodriguez
Heber Public Utility District
1078 Dogwood Rd, Suite 103
Heber, CA 92249

FOR:
Imperial Valley Sanitary Survey
Cooperative Cost Sharing

DESCRIPTION	AMOUNT
Watershed Sanitary Survey (WSS) for Imperial Valley Public Water Systems	\$2,991.51
TOTAL	\$2,991.51

Make all checks payable to: City of Brawley
Payment is due December 30, 2014.

If you have any questions concerning this invoice, contact Ruben Mireles at (760) 344-5800 Ext. 11 • rmireles@brawley-ca.gov.

Thank you!