

MEMORANDUM OF UNDERSTANDING
FOR
PREPARATION OF SAN JOAQUIN RIVER/FRIANT-KERN CANAL
WATERSHED SANITARY SURVEY UPDATES

THIS AGREEMENT, made and entered into by and between the Agencies and Companies (hereinafter referred to as “Participants”) listed in Attachment A and incorporated as part of this Memorandum of Understanding (MOU);

W I T N E S S E T H

WHEREAS, each of the Participants is required by the State Water Resources Control Board – Division of Drinking Water (DDW) to prepare a Watershed Sanitary Survey Update of the San Joaquin River in conformance with the Watershed Sanitary Survey Guidance Manual and Title 22, Division 4, Chapter 7, Article 7 of the California Code of Regulations; and

WHEREAS, those Participants listed in Attachment B (attached herewith) are also required to complete a Watershed Sanitary Survey Update on the Friant-Kern Canal under the same regulatory requirements; and

WHEREAS, a scope of services has been prepared and submitted to DDW for the preparation of a report that will meet the requirements of DDW, see Attachment I, and the applicable regulations; and

WHEREAS, it has been determined that it would be most cost effective for all Participants to join together in the preparation of one document to satisfy all of the requirements for an update of the Watershed Sanitary Surveys; and

WHEREAS, it has been determined that it would be best to select one agency to act as a lead agency for the receipt of funds, review and approval of bills by the consultants and payment of bills incurred in the preparation of said Watershed Sanitary Survey Updates.

NOW, THEREFORE, each of the Participants do agree as follows:

1. All Participants will be responsible for the authorization and transmittal of their total share of the estimated costs for the Watershed Sanitary Survey Updates as identified in Attachment C (attached herewith) and discussed further in Paragraph 6 to the lead agency (paragraph 2). There are certain costs associated with this type of study that are independent of the size of the water purveyor, therefore, the costs were distributed as follows:

S.J. River - \$6,500 for every agency except those in the upper portion of the watershed (Bass Lake - \$5,000, Wishon Cove - \$5,500) with the remaining costs being prorated on water use.

F/K Canal - Only for those agencies with deliveries from the F/K Canal.
\$6,500 per agency with the remaining costs being prorated on the portion of the canal utilized by a particular agency.

Individual Participant share costs for those agencies/entities requiring preparation of the Watershed Sanitary Survey Update of the San Joaquin River and/or Friant-Kern Canal are listed in Attachments A and B respectively.

2. The Lindsay-Strathmore Irrigation District will act as the lead agency for the purposes described within this MOU.

3. As lead agency, the Lindsay-Strathmore Irrigation District will establish an account for receipt of funds from the Participants and the issuance of warrants from said fund for the payment of costs incurred in completing the study.

4. Monthly bills from the firms of Dennis R. Keller and James H. Wegley, Consulting Engineers and AECOM Technical Services, Inc., will be reviewed and approved by

the Lindsay-Strathmore Irrigation District for payment with funds derived from the Watershed Sanitary Survey Update account. In addition, legal costs incurred that are directly related to the preparation of the Watershed Sanitary Survey Updates and/or the MOU by Lindsay-Strathmore Irrigation District's Counsel may also be paid from this account. All current and future Participants agree to hold harmless, defend, and indemnify Lindsay-Strathmore Irrigation District from and against any and all losses, costs, damages, claims, liability, or expenses, including reasonable attorneys' fees, in any way arising from or related to Lindsay-Strathmore Irrigation District's operation as the lead agency, the expenditure of funds from the Participants' joint account and/or Lindsay-Strathmore Irrigation District's operation as the entity that reviews, approves, disperses and pays bills associated with the Watershed Sanitary Survey Updates.

5. The attached estimates are based on the anticipated work to be undertaken in the preparation of the Watershed Sanitary Survey Updates for the San Joaquin River and/or Friant-Kern Canal accounts and include a ten (10) percent contingency. If it is determined that costs will exceed the estimates and contingencies included in this MOU, approval shall be obtained from the Participants prior to proceeding with the work. Upon completion of the work, all funds (including any contingencies) remaining within the San Joaquin River and Friant-Kern Canal accounts will be refunded to the original Participants, based on a pro rata share of their initial contribution.

6. The Participants agree to forward their share of the cost to complete the study(s). The initial contribution shall be as a minimum, the Total (without contingencies) shown in Attachment C. Those Participants that wish to initially contribute the Total (with contingencies) may do so and any refund to an individual Participant will be in accordance with their initial contribution (with or without contingencies). In the event the funding contingency is

deemed necessary to complete the study(s), those Participants that contributed only the minimum amount initially, as previously defined, will provide the additional funding required to bring their contribution to the funding level shown in Attachment C under Total (with contingencies). The initial funding amount shall be forwarded to the Lindsay-Strathmore Irrigation District by February 16, 2018.

7. There may be small water purveyors in the upstream watershed that may also decide to participate in this Watershed Sanitary Survey Updates, but have not been included as one of the original Participants. To be added as a Participant to this agreement, a small water purveyor will be assessed a minimum charge of \$2,500 each for their share of the study as originally proposed. This charge may be increased, depending on the amount of additional work that is required for their inclusion, and/or, as deemed appropriate by the original Participants. For purposes of this MOU, a “small water purveyor” is defined as a water user who may utilize, through contract and/or water rights, not more than 10 acre-feet of water.

8. Other larger entities that determine that it is in their best interest to utilize the information and results of the Watershed Sanitary Survey Updates after the execution of this MOU by the original Participants, will be assessed a minimum cost to be computed as if they were an original Participant. In addition, they will be responsible for any additional costs required for their inclusion, and/or as deemed appropriate by the original Participants. For purposes of this MOU, “larger entities” are defined to include all entities that are not included in the definition of small water purveyors.

9. Funds provided by additional agencies (both small and larger water purveyors) requesting to be included in the Watershed Sanitary Survey Updates after adoption of this MOU by the Participants in excess of that required to prepare the Watershed Sanitary Survey

Updates and any additional amount which is required to add said agencies, will be refunded to the original Participants, based on a pro rata share of their original costs, considering the individual components of the Watershed Sanitary Survey Updates for the San Joaquin River and/or the Friant-Kern Canal portions of the study that are being reimbursed by any such joining entity.

10. It is understood and agreed by and between the parties hereto, that the reports generated by Dennis R. Keller and James H. Wegley, Consulting Engineers and AECOM Technical Services, Inc. shall be the property of the Participants and shall be released only to DDW and/or such other agencies as the Participants may determine.

11. The estimated costs for the Watershed Sanitary Survey Updates of the San Joaquin River and/or the Friant-Kern Canal, not including the contingency amounts shown in Attachments A, B and C are as follows:

A. San Joaquin River:			
1. Sanitary Survey Update	–	\$122,354	
2. Administration and Coordination	–	\$15,000	
		\$137,354	
B. Friant-Kern Canal:			
Sanitary Survey Update	–	\$119,225	

12. Current and future Participants understand and agree that the City of Fresno, while not a signatory under this MOU, will nonetheless receive the benefits of the MOU including the right to use reports generated by the consultants. Notwithstanding anything to the contrary, Participants will only be liable for their pro rata costs and expenses after deducting from the total due the pro rata costs and expenses of the City of Fresno. The Participants shall not be guarantors or sureties of the obligations of the City of Fresno.

13. This MOU constitutes the entire agreement of the parties hereto, and shall be binding upon their heirs, successors and assigns. Any modification of this MOU must be in writing, signed by each Participant.

IN WITNESS WHEREOF, this MOU has been executed by the parties as of the date shown below (execution authorized in counterparts).

BASS LAKE WATER COMPANY

By: _____

Dated: _____

CITY OF LINDSAY

By: _____

Dated: _____

MADERA COUNTY

By: _____

Dated: _____

LINDSAY-STRATHMORE
IRRIGATION DISTRICT

By: _____

Dated: _____

FRESNO COUNTY WATERWORKS No. 18

By: _____

Dated: _____

STRATHMORE PUBLIC UTILITY
DISTRICT

By: _____

Dated: _____

FRESNO COUNTY

By: Sal Jintero

Dated: 2-6-18

TERRA BELLA IRRIGATION DISTRICT

By: _____

Dated: _____

KERN COUNTY WATER AGENCY

By: _____

Dated: _____

CITY OF ORANGE COVE

By: _____

Dated: _____

ATTEST:

BERNICE E. SEIDEL

Clerk to the Board of Supervisors

County of Fresno, State of California

By: Ruben Cuyff Deputy

ATTACHMENT A

San Joaquin River Sanitary Survey Update
Participants and Estimated Costs

	<u>ESTIMATE</u>	<u>CONTINGENCY</u>	<u>TOTAL</u>
1. Bass Lake Water Company	\$5,880	\$588	\$6,468
2. Madera County ^{<1}	\$18,987	\$1,899	\$20,886
3. Fresno County Waterworks No. 18	\$6,954	\$695	\$7,649
4. Fresno County	\$8,072	\$807	\$8,879
5. City of Fresno ^{<2}	\$42,862	\$4,286	\$47,148
6. City of Orange Cove	\$11,393	\$1,139	\$12,532
7. City of Lindsay	\$10,486	\$1,049	\$11,535
8. Lindsay-Strathmore Irrigation District	\$6,860	\$686	\$7,546
9. Strathmore Public Utility District	\$7,358	\$736	\$8,094
10. Terra Bella Irrigation District	\$9,998	\$1,000	\$10,998
11. Kern County Water Agency	\$8,504	\$850	\$9,354

^{<1} Representing Wishon Cove, Hidden Lake and Sumner Hill

^{<2} Shown for reference only. As per Paragraph 12 of the MOU, cost will be paid separately from this agreement by the City of Fresno.

ATTACHMENT B

Kern Canal Sanitary Survey Update
Participants and Estimated Costs

	<u>ESTIMATE</u>	<u>CONTINGENCY</u>	<u>TOTAL</u>
1. City of Fresno ^{∠1}	\$7,488	\$749	\$8,237
2. City of Orange Cove	\$12,147	\$1,215	\$13,362
3. City of Lindsay	\$17,640	\$1,764	\$19,404
4. Lindsay-Strathmore Irrigation District	\$17,625	\$1,763	\$19,388
5. Strathmore Public Utility District	\$18,119	\$1,812	\$19,931
6. Terra Bella Irrigation District	\$19,977	\$1,998	\$21,975
7. Kern County Water Agency	\$26,236	\$2,624	\$28,860

^{∠1} Shown for reference only. As per Paragraph 12 of the MOU, cost will be paid separately from this agreement by the City of Fresno.

ATTACHMENT C

Total Participant Estimated Costs

	<u>Without Contingencies</u>			<u>With</u> <u>Contingencies</u>
	<u>S.J. RIVER</u>	<u>F/K CANAL</u>	<u>TOTAL</u>	<u>TOTAL</u>
1. Bass Lake Water Company	\$5,880	---	\$5,880	\$6,468
2. Madera County ^{∠1}	\$18,987	---	\$18,987	\$20,886
3. Fresno County Waterworks No. 18	\$6,954	---	\$6,954	\$7,649
4. Fresno County	\$8,072	---	\$8,072	\$8,879
5. City of Fresno ^{∠2}	\$42,862	\$7,488	\$50,350	\$55,385
6. City of Orange Cove	\$11,393	\$12,147	\$23,540	\$25,894
7. City of Lindsay	\$10,486	\$17,640	\$28,126	\$30,939
8. Lindsay-Strathmore Irrigation District	\$6,860	\$17,625	\$24,485	\$26,934
9. Strathmore Public Utility District	\$7,358	\$18,119	\$25,477	\$28,025
10. Terra Bella Irrigation District	\$9,998	\$19,977	\$29,975	\$32,973
11. Kern County Water Agency	\$8,504	\$26,236	\$34,740	\$38,214

^{∠1} Representing Wishon Cove, Hidden Lake and Sumner Hill

^{∠2} Shown for reference only. As per Paragraph 12 of the MOU, cost will be paid separately from this agreement by the City of Fresno.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR AND/OR CONSULTANT

COUNTY OF FRESNO

(Authorized Signature)

Sal Quintero
Sal Quintero, Chairman
of the Board of Supervisors of the
County of Fresno

Print Name and Title

ATTEST:
Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

Mailing Address

City, State, and Zip Code

By Julie Cruz
Deputy

FOR ACCOUNTING USE ONLY

ORG No.: 9174
Account No. 7040
Fund No. 0830
Subclass No. 16000