

AGREEMENT FOR CROSS-CONNECTION INSPECTION SERVICES

This Agreement for Cross-Connection Inspection Services ("Agreement") is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California, ("County") and City of San Luis Obispo, a California incorporated city ("Contractor"), (collectively, "Parties").

WITNESSETH:

WHEREAS, Contractor, within its jurisdictional boundaries or area of responsibility, is in need of special services; to wit, cross-connection inspection services; and

WHEREAS, County has qualified staff who are trained, experienced, expert and competent to provide cross-connection inspection services for the appropriate fees and pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the Parties hereby mutually agree as follows:

1. **Services.** The Parties agree to perform the services described in Exhibit A, attached hereto and incorporated herein by this reference.
2. **Compensation.** The Parties agree to the compensation described in Exhibit B, attached hereto and incorporated herein by this reference.
3. **Duration.** The Parties agree to the duration described in Exhibit C, attached hereto and incorporated herein by this reference.
4. **General Conditions.** The Parties agree to the general conditions described in Exhibit D, attached hereto and incorporated herein by this reference.
5. **Special Conditions.** The Parties agree to the special conditions described in Exhibit E (if any), attached hereto and incorporated herein by this reference. To the extent that there are conflicts between the general conditions in Exhibit D and the special conditions in Exhibit E, the terms and conditions of the special conditions in Exhibit E shall be controlling.
6. **Notices.** Notices required under this Agreement shall be provided to:

COUNTY OF SAN LUIS OBISPO
Matthew A. Giuffrida
Cross-Connection Control Specialist
2156 Sierra Way, San Luis Obispo, CA 93406

City of San Luis Obispo
Aaron Floyd, Utilities Director
879 Morro St.
San Luis Obispo, CA 93406

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set for the below.

CONTRACTOR

By: _____
Whitney McDonald, City Manager

_____ Date

COUNTY OF SAN LUIS OBISPO:

By: _____
Nicholas Drews, Health Agency Director

_____ Date

APPROVED AS TO FORM AND LEGAL EFFECT:

Jon Ansolabehere
County Counsel

By: _____
Deputy County Counsel

_____ Date

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EXHIBIT A

SCOPE OF SERVICES

1. Contractor Obligations. The Contractor shall perform the following duties:
 - A. Contractor will prepare, adopt, and furnish all appropriate ordinances, resolutions or policies.
2. County Obligations. The County, acting through the Public Health Department, Environmental Health Division, shall perform the following duties within the Contractor's areas of responsibility:
 - A. County will conduct a survey by performing a thorough inspection of all water uses for cross-connections. County will prioritize surveys of special hazard facilities. If corrections are necessary or if other need arises, County will conduct additional surveys as needed to confirm compliance, follow-up on corrections or identify newly created cross-connections.
 - B. County will prepare and maintain written survey reports, water user notices, correction notices and follow-up reports.
 - 1) Water User Notices.
 - a. County will provide a written survey report to a water user listing cross- connections found on the user's premises. County will notify the water user of corrective action required, if any, and the required compliance date.
 - b. County will follow up with the water user to confirm that corrective action was performed in a timely manner and compliance has been achieved or if non-compliance continues. County will inform the water user of further corrective action and required compliance dates as needed. County will re-inspect as needed until compliance is accomplished.
 - 2) Contractor Notices. County will provide a copy of the survey report and letter to the water user to the Contractor. County will provide a copy of the follow-up letters(s) to the user confirming compliance or notifying the water user of further corrective action and compliance dates.

C. County will perform the following enforcement measures.

- 1) To the extent the County would normally prosecute San Luis Obispo County Code violations, County may prosecute violations of any applicable County ordinances related to cross-connections.
- 2) County will also cite any State laws, non-County ordinances, Contractor resolutions or policies in a correction letter to a water user.
- 3) Contractor may pursue enforcement as appropriate. In the event of litigation in any tribunal with the power to issue subpoenas, and provided a subpoena is issued for a County employee with the appropriate fees tendered as per Government Code, section 68096.1, County employees, if still in County service, shall appear and testify as a witness regarding cross-connections. County employees may be interviewed or deposed to prepare for litigation.

D. Backflow Prevention Devices.

- 1) County will determine the necessity of backflow prevention devices at the water service connection for the protection of the water main where internal protection does not solve the total cross-connection problem.
- 2) County will maintain a list of known backflow devices and the known location of the devices in service in the Contractor's service area. Such list shall be retained by County in accordance with Exhibit E.
- 3) County will provide a diagram for the proper installation of approved backflow prevention devices. If a manufacturer's installation instructions, diagrams or both are available, providing the manufacturer's material shall satisfy this obligation.

E. County will perform plan checks of water usage when requested by the water purveyor/district when necessary to supplement Building Department plan reviews.

F. Testing. Testing of backflow devices is required as per the Cross-Connection Control Policy Handbook issued by the State Water Resources Control Board, as hereafter amended. At present, testing is required annually.

- 1) County will notify the water user when testing is due and how to report results.
- 2) County will supply a list of qualified backflow prevention device testers.
- 3) County will follow up on delinquent reporting of test results.

- 4) County will update records when testing reports are received.
 - 5) County will evaluate testing results for inadequacies.
- G. Technical Consultations. County will provide technical consultation in conjunction with Contractor. At present, the County normally coordinates cross-connection control program elements with other water purveyors, districts, and users. To the extent this service continues in the future, County will continue to coordinate cross-connections with other jurisdictions or responsible purveyors or water users and will share information that is not restricted due to confidentiality. Contractor will also provide reciprocal technical consultants and non-confidential information to County.

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EXHIBIT B

COMPENSATION

1. Time and Costs. This is a time and costs Agreement. The cross-connection inspection services shall be charged hourly. Additional costs shall include, but not be limited to, reasonable "out-of-pocket" expenses necessarily incurred by County in performing its obligations under this Agreement.
 - A. Hourly Rate-. The hourly rate shall include compensation for the County's inspector staff, departmental overhead, and clerical support and office supplies. The hourly rate for FY 2025-26 is \$149 per hour. The San Luis Obispo County fee schedule is located at the following link:
<https://www.slocounty.ca.gov/departments/health-agency/public-health/environmental-health-services/forms-documents/fees>
 - 1) The San Luis Obispo County Board of Supervisors establishes, amends and modifies the hourly rates at least annually and at other times as necessary. The rate establishment and amendments are "events of independent significance" and are subject to public review and are part of the public record. These rates are specific, identifiable and enforceable.
 - 2) There is a public notice of the Board's proposed action and action to amend the rates through the process of the Board's regularly scheduled meetings. Therefore, the rates will change by the public, unilateral action of the Board of Supervisors without further agreement or action by Contractor.
 - 3) The duly adopted current rates and subsequent amendments to the rates shall be binding in this Agreement without additional written amendments to this Agreement. Upon the effective date of the rate change, all services provided on or after that date shall be charged at the new rates.

B. **Administrative Costs.** Administrative costs shall be itemized. Administrative costs are charges to water purveyors based on the quantity of their service connections, which compensates the County of San Luis Obispo for time that benefits the Cross Connection Program but cannot be attributed to an individual water purveyor. Activities in this category include, but are not limited to, review and approval of certified testers, disciplinary actions against testers (as required), communication with State offices regarding relevant regulations, review and quality control of data in the online portal, communication with testers regarding regulations and policies, and coordination with other EHS teams to improve the Cross-Connection Control Program, such as GIS and website administrators.

2. **Billing.** County shall submit an itemized statement to Contractor on or before the 15th day of every other month for all services rendered during the previous two calendar months. Contractor shall remit to the County of San Luis Obispo all uncontested amounts listed on the itemized statement not later than thirty (30) days after it is received by the Contractor.

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EXHIBIT C

DURATION

1. Effective Date. The effective date of this Agreement shall be July 1, 2025.
2. Service Date. Services shall commence on or after the Effective Date and shall end upon the Duration Date.
3. Duration Date. This Agreement shall terminate on June 30, 2035. This Agreement may be terminated prior to the Duration Date in accordance with the termination provisions in Exhibit D of this Agreement.
4. Termination. The San Luis Obispo County Board of Supervisors specifically delegates to the Director of the San Luis Obispo County Health Agency the authority to terminate this Agreement in accordance with the provisions in Exhibit D without further need for action, approval or ratification by the Board of Supervisors.

The City of San Luis Obispo specifically delegates to the City Manager the authority to terminate this Agreement in accordance with the provisions in Exhibit D without further need for action, approval or ratification by the City Council.

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EXHIBIT D

GENERAL CONDITIONS

1. **Termination for Convenience.** Either Party may terminate this Agreement at any time by giving the other Party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the Parties arising out of any services provided prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination.
2. **Termination for Cause.** If any of the following occur, either Party shall have the right to terminate this Agreement effective immediately upon giving written notice to the other Party. Rights or obligations of either Party for services satisfactorily performed prior to the termination shall not be affected.
 - A. Either Party fails to perform its duties in a timely and professional manner.
 - B. Funds intended for use for compensation in this Agreement become unavailable for use for the purposes of this Agreement.
3. **Status of the Parties' Officers/ Employees/ Agents.** Neither Party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other Party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inures to or accrues to a County civil service employee. County employees shall not have those rights in Contractor's benefits and programs. The only performance and rights due to the other Party are those specifically stated in this Agreement.
4. **Warranty of Professional Service.** Each Party warrants that professional staff is necessary to perform this Agreement and that staff members will at all times be properly trained, certified and licensed under the laws and regulations of the State of California to provide the special services herein described. If for any reason staff members are required to provide professional services and all reasonably available staff are not qualified, this Agreement is automatically canceled effective the same date.

5. Mutual Indemnification. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), County shall indemnify, defend, and hold harmless the Contractor, and its elected officials, officers, employees, volunteers, and agents (“Contractor Indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the County’s performance or County’s failure to perform its obligations under this Agreement or out of the operations conducted by County. In the event the Contractor Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from County’s performance of this Agreement, the County shall provide a defense to the Contractor Indemnitees or at the Contractor’s option, reimburse the Contractor Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, defend, and hold harmless the County, and its elected officials, officers, employees, volunteers, and agents (“County Indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Contractor’s performance or Contractor’s failure to perform its obligations under this Agreement or out of the operations conducted by Contractor. In the event the County Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor’s performance of this Agreement, the Contractor shall provide a defense to the County Indemnitees or at the County’s option, reimburse the County Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

6. Authority. Any individual executing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that this Agreement is binding upon Contractor in accordance with its terms.
7. No Assignment of Agreement. Neither Party may delegate its rights or obligations under this Agreement and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other Party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other Party's prior written consent shall be null and void.
8. Applicable Law and Venue. This Agreement has been executed and delivered in the State of California and covers services to be performed in California. The Parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the Parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding arising out of this Agreement.

9. Severability. The invalidity of any provision of this Agreement shall not affect the validity or enforcement of any other provision of this Agreement.
10. Entire Agreement and Modifications. This Agreement supersedes all previous Agreements on the same subject and constitutes the entire understanding of the Parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both Parties.

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EXHIBIT E

SPECIAL CONDITIONS

The records required by this Agreement shall be retained for a minimum period of:

- A. Three (3) years in accordance with Cross-Connection Control Policy Handbook issued by the State Water Resources Control Board, and as hereafter amended.
- B. All surveys noticed and all correspondence with a water user, County or Contractor shall be maintained for a minimum of five (5) years after compliance has been certified by the County or the longest statutory period cited above, whichever is longer. After five (5) years, the records may continue to be maintained in hardcopy, microfiche or electronic form, if needed, at the sole option of the County.