City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Scott C. Stiles

From: William E. Murray

Dept:

City Manager

Dept: Public Works

Subject:

APPROVAL OF THE COST SHARING

Date:

September 22, 2015

AGREEMENT WITH MUNICIPAL WATER DISTRICT OF ORANGE

COUNTY FOR THE PREPARATION OF THE CITY'S 2015 URBAN WATER

MANAGEMENT PLAN

OBJECTIVE

To request that the City Council approve a Cost Sharing Agreement with the Municipal Water District of Orange County (MWDOC) for the preparation of the City's 2015 Urban Water Management Plan.

BACKGROUND

The State Department of Water Resources requires that every urban water supplier providing water for more than 3,000 customers, or supplying more than 3,000 acrefeet of water annually, prepare and adopt an Urban Water Management Plan (Plan) that requires an update every five years. The purpose of the Plan is to achieve the efficient use of urban water supplies to protect the ratepayers of Garden Grove and their water resources. The Plan also helps ensure that sufficient water supplies will be available for future beneficial use.

MWDOC was requested to facilitate this joint effort to retain one consulting firm to prepare Plans and to potentially save time and costs through economies of scale. In March 2015, MWDOC solicited Request for Proposals to prepare the Plan on behalf of MWDOC member agencies, of which Garden Grove is a member. selection committee evaluated the proposals and recommended Arcadis based on their proposal being geared towards efficiency and partnership with MWDOC on obtaining key information such as data collection and reliability analyses.

DISCUSSION

In accordance with the Urban Water Management Planning Act of 1983, the Plan update requires preparation, adoption, and submittal to the State Department of Water Resources by July 1, 2016. Staff has limited resources and an aggressive schedule in which to complete the Plan by the required due date. Therefore, staff is seeking to enter into a cost sharing agreement, in the amount of \$41,570 with MWDOC AND PARTICIPATING AGENCIES to have Arcadis prepare the City's Plan.

COST SHARING AGREEMENT WITH MUNICIPAL WATER DISTRICT OF ORANGE COUNTY FOR 2010 URBAN WATER MANAGEMENT PLAN September 22, 2015
Page 2

FINANCIAL IMPACT

Funding for this cost sharing agreement in the amount of \$41,570 is available within the Water Services Budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Cost Sharing Agreement with the Municipal Water District of Orange County and participating member agencies for consultant costs for the preparation of the City's 2015 Urban Water Management Plan; and
- Authorize the City Manager to execute the Agreement, in the amount not to exceed \$41,570.

WILLIAM E. MURRAY, P.E.

Public Works Director

By:

Cel Pasillas

Sr. Water Quality Technician

Attachment: Cost Sharing Agreement

Recommended for Approval

Scott C. Stiles City Manager

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AGREEMENT FOR SHARING CONSULTANT COSTS FOR 2015 URBAN WATER MANAGEMENT PLANS

THIS AGREEMENT is made and entered into as of _____ 2015, by and between:

- 1. MWDOC
- 2. City of Buena Park
- 3. City of Fullerton
- 4. City of Garden Grove
- 5. City of La Palma
- 6. City of Orange
- 7. City of Seal Beach
- 8. City of Tustin
- 9. City of Westminster
- 10. Yorba Linda Water District
- 11. East Orange County Water District
- 12. City of Anaheim
- 13. City of Fountain Valley
- 14. City of Newport Beach
- 15. City of Santa Ana
- 16. City of Huntington Beach
- 17. Mesa Water District
- 18. City of San Clemente
- 19. El Toro Water District
- 20. South Coast Water District
- 21. City of San Juan Capistrano
- 22. Trabuco Canyon Water District
- 23. City of Brea
- 24. City of La Habra

(collectively "Participating Agencies" and individually "Participating Agency") and the Municipal Water District of Orange County ("MWDOC"). The Participating Agencies and MWDOC are also collectively referred to as "Parties."

RECITALS

WHEREAS, under California Water Code section 10621, subdivision (a), the Participating Agencies are required to update their respective Urban Water Management Plan ("UWMP") at least once every five years; and

WHEREAS, the 2015 UWMP's shall be updated and submitted to the California Department of Water Resources (DWR) by July 1, 2016; and

WHEREAS, each Participating Agency has the responsibility to prepare a separate 2015 UWMP for submission by July 1, 2016; and

WHEREAS, the Participating Agencies share many water supply characteristics, including water sources, regional water management agencies, location, climate history, and demographics; and

WHEREAS, pursuant to California Water Code section 10620, subdivision (d)(2), the Participating Agencies wish to coordinate the preparation of their 2015 UWMPs in the interest of reducing preparation costs; and

WHEREAS, the Participating Agencies and MWDOC desire to cooperate with each other to obtain economies of scale and thereby reduce preparation costs for each of the Participating Agencies; and

WHEREAS, MWDOC and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals that was sent to a number of competent Consulting Firms, two of which submitted proposals which were reviewed by a working group of MWDOC and several representatives from the Participating Agencies who recommended selection of Arcadis ("Arcadis" or "Consultant") as the successful consultant to prepare Urban Water Management Plans for the Participating Agencies; and

WHEREAS, MWDOC and its staff are willing to coordinate this process, including the preparation and administration of a professional services agreement with the selected consultant; and the administration of the cost sharing provisions of this Agreement;

NOW, THEREFORE, in consideration of the payment of money as set forth below and the mutual promises of the Parties hereto, it is agreed:

1. Engagement of Consultant and Administration of Consultant Agreement

MWDOC shall award a professional services agreement for the work identified in the Request for Proposals to Arcadis ("Consultant Agreement"). MWDOC shall use its standard professional services agreement form for the Consultant Agreement and require appropriate types and limits of insurance coverage. Each CGL policy shall identify MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers as additional insureds, or be endorsed to identify these parties as additional insureds using a form acceptable to MWDOC. The Consultant Agreement will require the consultant's insurer(s) to waive all rights of subrogation against MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers. The Consultant Agreement will require consultant to ensure that its sub-consultants, if any, provide similar insurance coverage.

- 1.2 MWDOC shall coordinate all aspects of the proposed work with the selected contractor and communicate with each Participating Agency, regularly and upon request of the Participating Agency, regarding the status and substance of its 2015 UWMP;
- 1.3 MWDOC shall make payments to the Consultant for progress payments as work proceeds. MWDOC shall withhold 10% of each progress payment to Consultant in a retention fund until such time as every Participating Agency has notified MWDOC that it is satisfied with the final UWMP prepared for it by Consultant.
- 1.4 Each Participating Agency shall provide all documents, information and assistance requested by the selected contractor during the performance of the Consultant Agreement.

2. Cost Sharing by Participating Agencies.

2.1 MWDOC shall:

- 2.1.1 Collect from each Participating Agency upon execution of this Agreement the full amount of the portion of the total cost allocated to that Participating Agency in the selected contractor's proposal, as attached in Exhibit A:
- 2.1.2 Inform each Participating Agency of any proposed extra work under the Consultant Agreement that relates to preparation of that Participating Agency's 2015 UWMP and that would result in an increase in that Participating Agency's payment under this Agreement. MWDOC and the affected Participating Agency must both approve such extra work before MWDOC will notify Consultant to proceed with the work.
- 2.1.3 Be responsible for making progress payments directly to Consultant from funds paid to MWDOC by Participating Agencies (see section 1.3).
- 2.1.4 Prepare a final accounting and either distribute any remaining funds collected from the Participating Agencies back to the Participating Agencies or issue a final bill to Participating Agencies where there are funds due.

2.2 Each Participating Agency shall:

2.2.1 Pay to MWDOC upon execution of this Agreement the full amount of the portion of the total cost allocated to that Participating Agency in the selected contractor's proposal, as attached in Attachment A;

2.2.2 Pay to MWDOC, upon approval of any extra work under the Consultant Agreement that relates to preparation of its 2015 UWMP, the full amount owed for the approved work. Each Participating Agency shall bear all costs associated with extra work it approves.

3. Accounting

Upon request of any Participating Agency, MWDOC will provide copies of the selected Consultant's invoices and MWDOC's payment records.

4. Independent Contractor

Any consultant engaged by MWDOC on behalf of the Participating Agencies as contemplated in this Agreement will not be a party to this Agreement and will not be an employee or agent of MWDOC or any of the Participating Agencies, either as a result of this Agreement or as a result of a professional services agreement between MWDOC and the consultant. Any consultant engaged as contemplated in this Agreement will be an independent contractor to MWDOC.

5. Warranty and Indemnification

MWDOC shall use its best efforts in administering the Consultant Agreement. but makes no representations, guarantees or warranties to the Participating Agencies as to the quality or timeliness of work product provided by the selected contractor pursuant to the Consultant Agreement. The Participating Agencies, and each of them, shall indemnify MWDOC, its directors, officers. employees and agents against, and will hold and save them harmless from. any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with the 2015 UWMPs prepared pursuant to the Consultant Agreement. As between the Participating Agencies, any costs associated with the indemnity and defense obligations set forth in the previous two sentences shall be the financial responsibility of each Participating Agency based on the same pro rata basis as the allocation of costs set forth in Section 2.1.1 herein and Exhibit A hereto. In the event MWDOC, its directors, officers, employees and agents are made a party to any action or proceeding filed in connection with a challenge to any 2015 UWMP prepared pursuant to the Consultant Agreement, the Participating Agency whose 2015 UWMP is challenged shall provide a complete defense to MWDOC, its directors, officers, employees and agents and shall reimburse MWDOC for all costs and expenses incurred as a result of the action or proceeding, including reasonable attorney's fees.

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6. Notice

Any notice or communication required to be given under this Agreement shall be in writing and effective when deposited, first class postage prepaid, with the United States Postal Service addressed to the contracting Parties as follows:

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		Notices to Parties
If to:		
1.	MWDOC	Robert J. Hunter, General Manager Municipal Water District of Orange County 18700 Ward St. P.O. Box 20895
2.	City of Buena Park	Fountain Valley, CA 92728 James B. Vanderpool, City Manager City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622
3.	City of Fullerton	David Schickling, Deputy Director of Public Works City of Fullerton 303 W. Commonwealth Avenue Fullerton, CA 92832-1775
4.	City of Garden Grove	Scott Stiles, City Manager City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842
5.	City of La Palma	Ellen Volmert, City Manager City of La Palma 7822 Walker Street La Palma, CA 90623
6.	City of Orange	John Sibley, City Manager City of Orange P.O. Box 449 Orange, CA 92866
7.	City of Seal Beach	Jill R. Ingram, City Manager City of Seal Beach 211 8 th Street Seal Beach, CA 90740
8.	City of Tustin	Jeffrey Parker, City Manager City of Tustin 300 Centennial Way Tustin, CA 92780
9.	Yorba Linda Water District	Marc Marcantonio, General Manager Yorba Linda Water District 1717 E. Miraloma Placentia, CA 92870

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10 City of Westerning to	Eddie Mercher O'll NA
10. City of Westminster	Eddie Manfro, City Manager
	City of Westminster
	8200 Westminster Blvd.
	Westminster, CA 92683
11. East Orange County Water	Lisa Ohlund, General Manager
District	East Orange County Water District
	185 N. McPherson Rd.
10.00	Orange, CA 92869
12. City of Anaheim	Paul Emery, City Manager
	City of Anaheim
	City Hall East, 200 S. Anaheim Blvd.
	Anaheim, CA 92805
13. City of Fountain Valley	Bob Hall, City Manager
	City of Fountain Valley
	10200 Slater Avenue
	Fountain Valley, CA 92708
14. City of Newport Beach	Dave Kiff, City Manager
	City of Newport Beach
	P.O. Box 1768
	Newport Beach, CA 92663
15. City of Santa Ana	David Cavazos, City Manager
	City of Santa Ana
	P.O. Box 1988, M-24
	Santa Ana, CA 92702
16. City of Huntington Beach	Brian Ragland, Utilities Manager
	City of Huntington Beach
	19001 Huntington Street
	Huntington Beach, CA 92648-2211
17. Mesa Water District	Paul Shoenberger, General Manager
	Mesa Water District
	1965 Placentia Avenue
	Costa Mesa, CA 92627-3420
18. City of San Clemente	James Makshanoff, City Manager
	City of San Clemente
	100 Avenida Presidio
	San Clemente, CA 92672
19. El Toro Water District	Robert Hill, General Manager
	El Toro Water District
	P.O. Box 4000
	Laguna Hills, CA 92654

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South Coast Water District	Andrew Brunhart, General Manager
	South Coast Water District
	31592 West Street
	Laguna Beach, CA 92651
21. City of San Juan Capistrano	Karen Brust, City Manager
	City of San Juan Capistrano
	32400 Paseo Adelanto
	San Juan Capistrano, CA 92675
22. Trabuco Canyon Water	Hector Ruiz, General Manager
District	Trabuco Canyon Water District
	32003 Dove Canyon Drive
	Trabuco Canyon, CA 92679
23. City of Brea	Bill Gallardo, City Manager
	City of Brea
	1 Civic Center Circle
	Brea, CA 92821
24. City of La Habra	Jim Sadro, City Manager
	City of La Habra
	P.O. Box 337
	La Habra, CA 90633-0337

7. Jurisdiction and Venue

In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

8. Counterparts and Facsimile

This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All parties have participated in the drafting of this Agreement.

9. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

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10. Entire Agreement

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year thereinafter written, which shall be and is the effective date of This Agreement.

	Execution of Agreement by Parties
1. MWDOC	Date
	By: Robert J. Hunter, General Manager Municipal Water District of Orange County
	Approved as to Form:
	Date
	Joseph Byrne General Counsel
2. City of Buena Park	Date
	By:
	Approved as to Form:
	Date
	By:
3. City of Fullerton	City Attorney Date
	By: David Schickling, Deputy Director of Public Works City of Fullerton
	Approved as to Form:
	Date
	By:
	City Attorney

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4. City of Garden Grove	Date	
	By: Scott Stiles, City Manager City of Garden Grove	
	Approved as to Form:	
	Date	
	Ву:	
	City Attorney	
5. City of Huntington Beach	Date	
	By: Fred Wilson, City Manager City of Huntington Beach	
	Approved as to Form:	
	Date	
	Ву:	
	Michael Gates City Attorney	
6. City of La Palma	Date	
	By: Ellen Volmert, City Manager City of La Palma	
	Approved as to Form:	
	Date	
	Ву:	
	City Attorney	

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7. City of Orange	Date	-	
	By:	-	
	Approved as to Form:		
	Date	_	
	Ву:	-	
	Dave DeBerry City Attorney		
8. City of Westminster	Date		
	By: Eddie Manfro, City Manager City of Westminster	-	
	Approved as to Form:		
	Date	-	
	Ву:		
	Richard Jones City Attorney		
9. City of Seal Beach	Date		
	By:		
	Approved as to Form:		
	Date	-	
·	Ву:		
	City Attorney		

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10. City of Tustin	Date	
	By:	
·	City of Tustin	
	Approved as to Form:	
	Date	
	By:	
	City Attorney	
11. City of Anaheim	Date	
	Date	
	By: Paul Emery, City Manager	
	City of Anaheim	
	Approved as to Form:	
	Date	
	Ву:	
	Daniel A. Ballin, Deputy City Attorne	у
12. Yorba Linda Water District	Date	
	By: Marc Marcantonio, General Manager	•
	Yorba Linda Water District	
	Approved as to Form:	
	Date	
	Ву:	
	General Counsel	
	Arthur Kidman	

	13. East Orange County Water District	Date	
		By: Lisa Ohlund, General Manager East Orange County Water District	
		Approved as to Form:	
		Date	
		By: General Counsel Joan Arneson	
	14. City of Fountain Valley	Date	
		By: Bob Hall, City Manager City of Fountain Valley	
		Approved as to Form:	
100000000000000000000000000000000000000		Date	
		Ву:	
		City Attorney	
	15. City of Newport Beach	Date	
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		By:	
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16. City of Santa Ana	Data	
	Date	
	By: David Cavazos, City Manager	
	David Cavazos, City Manager	
	City of Santa Ana	
	Approved as to Form:	
	Date	
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	Ву:	
	City Attorney	
17. Mesa Water	Date	
District	Date	
	By: Paul Shoenberger, General Manage	
	Paul Shoenberger, General Manage Mesa Water District	r
	Weed Water Bistrict	
	Approved as to Form:	
	Date	
	Ву:	
	Robert Anslow	
	General Counsel	
18. City of San		
Clemente	Date	
	By:	
	James Makshanoff, City Manager	
~	City of San Clemente	
	Approved as to Form:	
	Date	
	Ву:	
	City Attorney	

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19. El Toro Water District	Date	
	By: Robert Hill, General Manager El Toro Water District	
	Approved as to Form:	
	Date	
	Ву:	
	Gil Granito General Counsel	
20. South Coast Water District	Date	
	By: Andrew Brunhart, General Manager South Coast Water District	
	Approved as to Form:	
	Date	
	Ву:	
	Art Kidman General Counsel	
21. City of San Juan Capistrano	Date	
	By: Karen Brust, City Manager City of San Juan Capistrano	
	Approved as to Form:	
	Date	
	By:	
	City Attorney	

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22. City of Brea	Date	
	By: Bill Gallardo, City Manager	
	City of Brea	
	Approved as to Form:	
	Date	
	Ву:	
	City Attornov	
23. City of La Habra	City Attorney Date	
	By: Jim Sadro, City Manager	
	City of La Habra	
	Approved as to Form:	
	Date	
	Ву:	
	City Attorney	
	City / morney	
24. Trabuco Canyon Water District	Data	
vvaler District	Date	
	Ву:	
	Hector Ruiz, General Manager Trabuco Canyon Water District	
	Approved as to Form:	
	Date	
	By:	
	Bowie, Arneson, Wiles and Giannone General Counsel	

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I Otal (1) ECCWD = Wholesale & Retail Plans under one	Total for All Agencies	24 City of La Habra South County Agencies without Recycled Water	City of Brea	Non-OCWD Groundwater Agencies	Trabuco Canyon Water District	South Coast Water District	El Toro Water District	City of San Clemente	South County Agencies with Recycled Water	Mesa Water	Hintington Beach	City of Newport Beach	City of Fountain Valley	City of Anaheim (not part of MWDOC)	OCWD Groundwater Agencies with Recycled Water	East Orange County Water District (1)	City of Westminster	Yorba Linda Water District	City of Tustin	City of Crange	City of La Palma	City of Garden Grove	City of Fullerton (not a part of MWDOC)	City of Buena Park	OCWD Groundwater Agencies	MWIDOC	Budget Groupings of Agencies				
\$451,426	\$ AEA ADS	\$18,990	\$18,990		\$17,890	\$17,890	\$17,890	\$17,890		\$19.040	\$18,040	\$19,040	\$19,040	\$19,040		\$19,986	\$18,240	\$18,240	\$18,240	\$18,240	\$18,240	\$18,240	\$18,240	\$18.240	\$20,T10	\$26.410	Base Price				
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\$50,960 \$28,800		\$1,200	\$3,920 \$1,200		\$3 920 \$1,200	\$3,920 \$1,200		\$3,920 \$1,200		\$0 \$1,200	\$3 920 \$1,200		\$3,920 \$1,200	\$1,200		\$0 \$1,200	\$3,920 \$1,200	+	\$3 920 \$1,200	\$3,920 \$1,200			+	\$3,920 \$1,200		\$0 \$1 200	ROLLING CO. P. C	blete Revenue	Itemized Time	List of Potentially Interested MWDOC Agencies velopment of Urban Water Management Plans f	Attachment A
\$60,000		\$3,000	\$3,000	40,000	\$3,000	\$3,000	\$3,000		40,000	\$3,000	\$3,000	9	\$3,000	\$3,000		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$0,000	\$3,000	Affect Off Office Of	Tan.	Itemized Time and Materials Cost Allowance (Contingency Items)	Agencies nt Plans for 20	
\$45,200	245 000	\$2,260	\$2,260	\$E,E00	\$2,260	\$2,260	\$2,260	\$2,260		\$0	\$2,260	\$2,260	\$2,260	\$2,260		\$0	\$2,260	\$2,260	\$2,260	\$2,260	\$2,260	\$2,260	41	096.68	#0	75	Attended to the solution of th	the the three tip	Cost Allowanc	15	
\$24,000		\$1,500	\$1,500	41,000	\$1 500	\$1,500	\$1,500	\$1,500		\$0	64 500		\$1,500	\$1,500		\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	4	\$1.500	#0	*0	A BOTTING TO THE STATE OF THE S	A COMPOSITOR	e (Contingenc		
\$92,480			\$5,440	40	\$5 440	\$5,440	\$5,440	\$5,440		\$0,770	\$5,440	\$5,440	\$5,440	\$5,440		\$0	\$5,440	\$5,440	\$5 AAO	\$5,440	\$5,440	\$5,440	40,	\$5 440	60	60	Agen Plan	assis.	y Items)		
\$898,266	200	\$32,650	\$45,320	4.1	\$30,360	\$44,220	\$41,220	\$34,910	ýmojo o o	\$28.350	\$35,050	\$31,250	\$42,370	\$38,450		\$24,186	\$44,570	\$40,650	\$25,910	\$40,670	\$44,570	\$41,570	\$27,550	\$44 570	\$01,010	624 540	A Service Who Pight of the Service Collins of the C	tan assisance shodology	**		