

CROSS CONNECTION SPECIALIST SERVICES

PO Box 82292

Bakersfield, CA 93380-2292

www.ccss02514.com

ccss02514@gmail.com

Nov. 1, 2023

Frazier Park Public Utility District
Attn: Jonnie Allison, General Manager
PO Box 1525
Frazier Park , CA 93225

Dear Jonnie,

It is time to renew our contract for Cross Connection Specialist Services for the 2024 term.

Since the inception of this business in 2020 , we have not increased our rates. The U.S. Bureau of Labor Statistics has reported the cost of living since 2020 has increased by 19.02%. We are on track for an annual increase of over 7%.

The United States Postal Service has increased the rate for mail services by 100% (from 33 cents to 66 cents per ounce).

It is finally necessary for me to make a cost-of-living adjustment. I will increase my rate to match the projected increase of 7%, with a slight rounding up or down to make it easier for all our bookkeepers.

If you agree, please sign the attached contract, and return it to me. If agreed upon, I will return the signed contract with a new W-9 using a T.I.N.

Sincerely,

David C. Wasserman
Cross Connection Specialist Services
AWWA Certification #02514

NOV 06 2023

**AGREEMENT
FOR
IMPLEMENTATION OF
CROSS-CONNECTION CONTROL PROGRAM 2024**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between David Wasserman, dba CROSS-CONNECTION SPECIALIST SERVICES, hereinafter referred to as CCSS and FRAZIER PARK PUBLIC UTILITY DISTRICT, a California Special District, with its principal place of business located at 4020 Park Drive, Frazier Park, CA, hereinafter referred to as “DISTRICT.”

W I T N E S S E T H:

WHEREAS, as the California Department of Public Health (CDPH), pursuant to Section 116375 of the Health and Safety Code, has promulgated rules and regulations for backflow protection (California Code of Regulations, Title 17, Sections 7583-7605; hereinafter the “CDPH regulations”); and

WHEREAS, the CDPH regulations require a water supplier, such as the DISTRICT, to adopt a Cross-Connection Control Program which may be implemented by means of a contract with an approved entity such as CCSS; and

WHEREAS, CCSS is able to provide Cross-Connection Inspection Services and implement the DISTRICT’S Cross-Connection Control Program at a minimal cost to DISTRICT; and

WHEREAS, the DISTRICT and CCSS have determined that it is in the best interest of both to enter into a contract for the management of the DISTRICT’S Cross-Connection Control Program by CCSS on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. In consideration of the payments by the DISTRICT set out in paragraphs 2 and 3 hereinafter, the CCSS agrees to implement the DISTRICT'S Cross-Connection Control Program, as delineated in that certain document entitled, "Cross-Connection Control Program", a copy of which is attached hereto and incorporated herein by reference as Exhibit "A."
2. In consideration of the services performed by CCSS, as described in the attached "Cross-Connection Control Program", the DISTRICT shall pay to CCSS an annual fee of One-Thousand-Nine-Hundred and Sixty Dollars (\$1,960.00), billed quarterly in the amount of Four-Hundred and Ninety Dollars (\$490.00), for services provided by CCSS.
3. The CCSS shall submit its bills quarterly on or about the 1st of each of the following months; April, July, October, and January, to the DISTRICT for the work and services performed. Bills to the DISTRICT shall be paid within thirty (30) days of said date.
4. This Agreement shall take effect on January 1, 2024, and be in force until December 31, 2024, unless terminated in the manner set forth in paragraph 5 below, this Agreement shall automatically be renewed from year to year for successive one- (1-) year periods on the same terms and conditions; provided. The sum for services provided in Paragraph 2 herein, may be reassessed a time of renewal. Both parties shall agree on the new terms.
5. This Agreement is terminable by either party without cause at the end of the initial or any succeeding one-year term by written notification of such intention to terminate, not less than sixty (60) days before the end of that term.

6. The DISTRICT agrees to prepare and adopt all resolutions reasonably necessary on its part to implement this Agreement.
7. CCSS does not assume any liability for the intentional or negligent acts or omissions by the DISTRICT, or any officer, employee or agent thereof; under this Agreement likewise, the DISTRICT does not assume any liability for the intentional or negligent acts or omissions of CCSS in performing this Agreement.
8. The DISTRICT shall indemnify and hold CCSS harmless from and shall defend same against, any and all claims for damages, costs, expenses or liabilities arising out of or in any way connected with its own intentional or negligent acts or omissions or the intentional or negligent acts or omissions of its governing board, officers, employees and agents, and each of them, in performing under this Agreement.
9. CCSS shall indemnify and hold the DISTRICT, its governing board, officers, employees and agents, and each of them, harmless from and shall defend same against, any and all claims for damages, costs, expenses or liabilities arising out of or in any way connected with its own intentional or negligent acts or omissions of its governing board, officers, employees and agents, and each of them, in performing under this Agreement.
10. The DISTRICT shall secure and maintain in force during the entire term of this contract, a single limits comprehensive general liability insurance policy, covering all of DISTRICT operations hereunder, including but not limited to the operation of vehicles or equipment and liability assumed under the “Indemnification” provision of this Agreement, with an insurance carrier licensed and authorized to do business in the State of California, in the amount of not less than ONE MILLION DOLLARS (\$1,000,000).

11. Notice

All notices or other communications herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, registered or certified, postage prepaid and addressed as follows:

To CCSS: David Wasserman
Cross Connection Specialist Services
PO Box 82292
Bakersfield, CA 93380 - 2292


To DISTRICT: Jonnie Allison / General Manager
Frazier Park Utility District
4020 Park Drive
PO Box 1525
Frazier Park, CA 93325

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents the day and year first hereinabove written.

FRAZIER PARK PUBLIC UTILITY DISTRICT

_____, _____, 2023
Rebecca Gipson / Board President

CROSS-CONNECTION SPECIALIST SERVICES



David C. Wasserman / Sole Proprietor

NOVEMBER, 1, 2023

EXHIBIT “A”
“CROSS CONNECTION SPECIALIST SERVICES” (CCSS),
CROSS-CONNECTION CONTROL PROGRAM, AS
ADMINISTERED FOR CONTRACTING WATER PURVEYOR/DISTRICTS
(California Code of Regulations,
Title 17, Sections 7583-7605)

A. Water Use Survey

1. The survey consists of inspections of water uses, for cross-connections, within the premises of the water user.
 - a. Priority will be given to special hazard facilities, such as chemical plants, plating shops, hospitals, heavy water users, etc.
2. Survey letters will be written and maintained.
 - a. A written letter will be given to the water user, itemizing cross-connections found on premises and the corrective actions required, with compliance date.
 - b. A copy of the letters will be supplied to the water purveyor/district upon request.
 - c. An Excel spreadsheet is maintained detailing activities. When there are activities pertaining to the water purveyor/district, a copy of the relevant portion of the spreadsheet will be provided to the water purveyor/district each month.
3. Follow-up letters for non-compliance with survey corrective measures will be written to the water user, and a copy will be provided to the water purveyor/district upon request.
4. Re-survey of property will be made in order of priority and frequency as is deemed appropriate to certify that additional cross-connections have not been created.

B. Recommendations based on Local Ordinances and State Regulations as Related to Cross-Connections

1. Will recommend implementation of local and state regulations as related to cross-connections.
2. Will serve as prosecution witness in cases involving violation of laws affecting the safety and purity of public water supplies.

3. Will recommend to the water purveyor/district to discontinue service to a water user for the protection of the public water supply. This will be done by a list of customers out of compliance supplied monthly when applicable.
4. Will determine the necessity for backflow prevention devices at the service connection for the protection of the water main where internal protection does not solve the total cross-connection problem.

C. Plan Check

1. Plan checks will be made of proposed water usage when requested by the water purveyor/district when necessary to supplement Building Division review of plans.

D. List of Approved Devices for Kern County

1. Will provide the water purveyor/district with a list of approved backflow prevention devices.

E. Installation of Approved Devices

1. Will provide a diagram for the proper installation of approved backflow prevention devices.

F. Backflow Prevention Device Testing Program

1. Maintain records of all known devices in service.
2. Annual testing of devices as required in Section 7605 of Title 17 of the California Code of Regulations, and the California Plumbing Code, Chapter 6.
 - a. Notify water user when testing is due.
 - b. Supply listing of certified backflow prevention device testers.
 - c. Follow up delinquent reporting of test reports.
 - d. Update records when testing report is received.
 - e. Evaluate testing results for inadequacies in approved devices or parts thereof.

G. Certified Testers

1. Maintain up-to-date list of certified backflow prevention device testers.

H. Related Additional Responsibilities

1. Technical consultations with water purveyors, plumbers, property owners, builders, building officials, and manufacturers.
2. Review and advise with regards to the Department of Health Services Rules and Regulations governing cross-connection control programs (17 California Code of Regulations, Sections 7583-7605) as such rules and regulations may be amended from time to time.