

## **CONTRACT FOR SEWER SERVICE FOR WINTERHAVEN COUNTY WATER DISTRICT**

THIS Contract ("Contract") is entered into by and between the CITY OF YUMA, an Arizona municipal corporation ("City"), the COUNTY OF IMPERIAL, ("County") a county in the State of California, and the WINTERHAVEN COUNTY WATER DISTRICT, ("District"). The City, the County, and the District are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".

### **RECITALS**

**WHEREAS**, the District needs sewage collection and treatment services for its wastewater; and

**WHEREAS**, the District is located in the County, and

**WHEREAS**, the City is willing to sell and deliver sewage collection and treatment services for the District; and

**WHEREAS**, the City desires to ensure its access to District property to take samples of effluent as required.

**NOW THEREFORE**, the Parties mutually agree as follows:

### **Technical & General Provisions**

#### **1. SCOPE AND TERM OF CONTRACT**

(A.) Subject to the terms and conditions hereinafter set forth, the City shall sell and deliver to the District, and the District shall purchase and receive from the City, sewage collection and treatment service, (hereinafter called "Service"), requested by the District from the City at Winterhaven, California (hereinafter called the "Service Location").

(B.) This Contract shall become effective on the date of signing of the last party ("Effective Date") and will continue in effect for an initial period of ten (10) years.

(C.) For and in consideration of faithful performance of the stipulations of this Contract, the District shall pay the City for Service herein contracted for at the rates and under the terms and conditions herein set forth.

#### **2. TECHNICAL PROVISIONS**

(A.) Measurement of Service: All wastewater flows are measured with a flow meter, measuring the total gallons in any billing cycle. The flow meter used to measure wastewater flow from the Winterhaven County Water District will have the accuracy and be calibrated at the frequency listed in the Industrial Discharge Permit issued to the District.

(B.) Change in Volume or Character: The District shall give the City reasonable notice, so far as possible, addressing any proposed changes in volume or characteristics of the Services required at the Service Location.

(C.) Continuity of Service/Force Majeure: The City shall use reasonable diligence to provide a regular and uninterrupted supply of Service at the Service Location. The City will not be liable for damages, breach of contract, or otherwise to the District for failure, suspension, diminution, or other variations of Service occasioned by or in consequence of any cause beyond the control of the City including, but not limited to, acts of God or of the public enemy, fires, flood, earthquakes or other catastrophes, strikes, failure of conveyance or treatment equipment or facilities provided that when such failures occur, and will aggregate more than forty eight (48) hours in any one (1)

billing cycle, the District will not be liable for its portion of the operation and maintenance costs during the period of the outage.

(D.) Location of Service: All Services will be provided at the City's Figueroa Water Reclamation Facility ("Facility") located at 289 North Figueroa Street, Yuma, Arizona 85364.

(E.) Location of the District: For the purposes of this Contract, the City will provide Service to the District for wastewater generated within the existing Service Location as set forth in Exhibit "A", attached and incorporated to this Contract by this reference.

### 3. AVAILABLE CAPACITY

This Contract shall entitle the District to an average daily flow of 55,000 gallons per day, in any one (1) day period not to exceed 78,835 gallons per day as a peak flow. The District shall not receive any additional capacity or peak flow unless agreed upon in writing and signed by both the District and the City.

### 4. RATES AND CHARGES

(A.) Wastewater Treatment and Disposal Costs: For the treatment and disposal of wastewater conveyed by the District to the City's wastewater treatment facilities, the District will be charged the Outside the City Commercial and Industrial rate in effect at the time Services are provided by the City. At no time will the rate for wastewater treatment and disposal charged to the District be less than the rate charged to City of Yuma commercial and industrial customers.

(B.) Colorado River Levee Interceptor Costs: The costs chargeable to the District for operation and maintenance of the Colorado River Levee Interceptor will be \$5,000.00 per year. The costs chargeable to the District for operation and maintenance of the Facility will be the ratio of total metered gallons per day, compared with the total metered flow into the Facility and expressed as a percentage, times the total operation and maintenance costs for the Facility.

(C.) Sewer Capital Improvement Costs:

(1.) It is recognized that in order to maintain and improve the operation of the Facility, certain capital improvements must be made as required by state regulations. The District's share of capital improvement costs shall be based on a percentage of the average daily flow at the Facility and the average daily flows from the District, calculated from the previous year's flows beginning with the year 2013. The Facility has an average daily flow of 7.3 million gallons per day (mgd). The District's average daily flow in 2013 was 50,023 gallons per day. Therefore, the established percentage during the first year of this Contract is .7% - (.0065). The percentages will be adjusted annually, in January of each year.

(2.) Billing for capital improvement costs shall be accompanied by a letter from the City certifying the costs are a direct necessity to properly treat the average daily sewage from the previous year. The City shall also provide a cost breakdown for any capital improvement charges billed to the District.

(3.) The City will provide the District by May 31 of each year an estimate of any annual capital improvement costs for the following fiscal year. Receipt by the District of estimated annual capital improvement costs by May 31 of each year is not a condition precedent to the District's obligation to pay the District's share of these costs. The City's failure to provide, by May 31 each year, an estimate of annual capital improvement costs for the following year shall not relieve the District of its obligation to pay its share of any such costs. The City shall use its best efforts to provide the estimate of annual capital improvement costs by May 31 of each year.

**5. PUNCTUAL PAYMENTS**

The Parties note that it is incumbent upon the City to punctually meet both principal and interest payments on any revenue bonds issued for construction or expansion and improvements. To this extent, the District will make every effort to pay all applicable charges within thirty (30) days from the date of billing in order that the City shall suffer no loss or embarrassment by reason of default on its revenue bonds. If the District fails to make any payment due for one hundred twenty (120) days from the date of billing, the County shall pay to the City any and all amounts due and owing, bringing all District accounts with the City current, as an advance on District funds held by County. District agrees that County will hold District property tax funds as a reserve to secure this Contract and payments hereunder, and such funds shall continue to accrue for the duration of this Contract. In the event said payments from County to City exceed District funds held by County, District agrees to indemnify, reimburse, defend, protect and hold County harmless pursuant to section 17 of this Contract.

**6. TERMINATION**

This Contract shall terminate at the end of the initial term stated in paragraph 1(B.) unless extended upon mutual agreement in writing and signed by all Parties. Any Party may terminate this Contract based on mutual agreement in writing and signed by all Parties of this Contract or for failure to cure a breach after following the Dispute Resolution process listed in Section 12.

**7. CONDITIONS OF SERVICE**

(A.) The District may not transfer, assign or sell all or part of its share of the capacity to any other entity, whether public or private, occupying the real property at the site known as the Winterhaven County Water District.

(B.) The District agrees to abide by regulations and ordinances of the City, as applicable to the citizenry at large, as to the admissible chemical and physical properties of the sewage and wastes discharged to the City's facilities.

(C.) The District may utilize its capacity, or any portion thereof, through the existing connections at Winterhaven, CA.

(D.) The District shall not install any new commercial or industrial connections without written approval from the City.

(E.) Each year, the District shall provide to the City a list of all non-residential discharges to the District's collection system. At least once each year, the District shall test for the pollutants listed in 49 C.F.R. Part 423, Appendix A and any successor statutes, as now or hereafter amended, and provide the test results for each pollutant to the City and County.

**8. ENVIRONMENTAL COMPLIANCE**

Within sixty (60) days of the Effective Date of this Contract, the District shall submit an application to the City on a form to be provided by the City for an Industrial Discharge Permit.

(A.) As of the Effective Date of this Contract, the District represents that sewage and wastewater in the Winterhaven Delivery System consists only of domestic and municipal sewage and wastewater, and does not contain industrial sewage and wastewater that is subject to federal, state, or local pretreatment requirements that would apply if the Winterhaven Delivery System were located outside the boundaries of the Winterhaven County Water District ("Industrial Wastewater").

(B.) The District shall notify the City upon receiving an application or other notice from an industrial facility, including any tribal entity that intends to connect to the Winterhaven Delivery System and discharge Industrial Wastewater. Before allowing such industrial facility to connect to the Winterhaven Delivery System, the District shall consult with the City and the Environmental Protection Agency ("EPA") to develop appropriate pretreatment requirements applicable to such industrial facility. At a minimum, such requirements shall include all relevant federal pretreatment standards.

(C.) Regardless of the pretreatment standards imposed by the District, no entity discharging Industrial Wastewater to the Winterhaven Delivery System for treatment by the City may discharge in violation of the City's sewage regulations and pretreatment standards, unless otherwise agreed to in writing by the City.

#### **9. EFFLUENT STANDARDS**

The City shall provide the District, within sixty (60) days of the Effective Date of this Contract, effluent characteristics (regulated pollutants and concentrations) that will be used to identify the existence of pollutants or concentrations of pollutants at the District operated meter that may cause upset within the operation of the Facility, or pass through the Facility in violation of the Facility's Arizona Pollutant Discharge Elimination System ("AZPDES") permit incorporated in the District's Industrial Discharge Permit. Such concentrations shall not exceed those of the local limits for the affected pollutants developed by the City pursuant to the City's codes and regulations, including City of Yuma Code § 191-51 and the EPA Pretreatment Limits contained in 40 C.F.R. Chapter I Subchapter N (the "Local Limits"). If the City revises its Local Limits, the City shall forward a copy of such revisions to the District within ten (10) days of enactment and the Industrial Discharge Permit shall be reopened for the purpose of incorporating the revised Local Limits.

#### **10. MONITORING**

Monitoring of the quality of sewage and wastewater in the Winterhaven Delivery System shall be conducted by the District in the manner, frequency, and at the location prescribed by the District's Industrial Discharge Permit. If the City samples sewage and wastewater in the Winterhaven Delivery System or at any other point after the system but before the effluent enters the City's wastewater treatment plant, the City shall provide the District with a split-sample of all samples taken and shall provide the District with the results of any testing or analysis of the sample, along with supporting documentation. It is incumbent upon the District to notify and control its users as to said quality requirements.

#### **11. INSPECTIONS**

County agrees to assist City to do an annual inspection of the properties listed in the Service Location. The County shall accompany the City during any and all inspections. If the City has reason to believe that effluent concentrations are exceeding the standards prescribed in the Industrial Discharge Permit, the City shall contact the County and request the County obtain consent for the City and County to enter the District for the limited purpose of the City taking samples of effluent or to otherwise determine compliance with the terms and conditions of the Industrial Discharge Permit. The County's request shall indicate the urgency of the problem and provide a reasonable time of at least twenty-four hours for the District to respond. The City and County shall not enter the District without the District's permission, unless if after twenty-four (24) hours despite the County's good-faith, best efforts, permission for the City and County to enter the District has not been granted, the requirement for the District's permission shall be deemed waived and the City and County may enter the District for the limited purpose of the City taking samples of effluent or to otherwise determine compliance with the terms and conditions of the

Industrial Discharge Permit. The City shall provide the District and County with a split-sample of any sample taken by the City and shall provide the District and County with the results of any testing or analysis of the sample. If the City determines after inspection that there is reasonable basis to believe that the Industrial Discharge Permit is being violated, the City shall have the enforcement authority prescribed by 40 C.F.R. § 403.8(F)(5), the City's Enforcement Response Plan, and the laws of the state of California.

In the event that a condition exists in the District that relates to the discharge of effluent to the Winterhaven Delivery System and that represents an imminent and substantial endangerment to public health or the environment, the City and County reserve the right of immediate entry onto the District and the City reserves its rights pursuant to 40 C.F.R. § 403.8(F)(5) and A.A.C. R18-9-A905, including the authority to terminate acceptance of the District's effluent for treatment. District shall provide City and/or County access to any building or facility on or off of the Service Location related to the flow of effluent and shall permit City and/or County and their agents, designees, and employees at any time and in their sole judgment and discretion to shut down, close, turn off, and/or otherwise prevent the discharge of effluent from the Winterhaven Delivery System to Facility.

## **12. DISPUTE RESOLUTION**

In recognition of the government-to-government relationship between the District and the City and the County, the Parties will make their best efforts to first resolve disputes that arise under this Contract by good faith negotiations. As a prerequisite to any legal action by either party against the other, the Parties hereby establish a threshold requirement that disputes between the District and the City shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Contract as follows:

- (A.) Each Party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
- (B.) The Parties shall meet and confer in a good faith attempt to resolve the dispute through negotiations not later than ten (10) days after receipt of the notice, unless the Parties agree in writing to an extension of the time.
- (C.) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then any Party may seek to engage a mediator to assist resolution of the dispute, but no Party will be required to submit to mediation. If a mediator is selected, the Parties shall share the cost of the mediator.
- (D.) If the dispute involves issues relating to compliance with local, state, or federal sewage and wastewater quality, pretreatment regulations, or AZPDES permit compliance, the Parties will request a representative of the EPA to participate in negotiations.

## **13. GOVERNING LAW; CHOICE OF LAW**

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to

jurisdiction and venue in such courts and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 13.

Notwithstanding the above, to the extent County is involved in any dispute arising under this Contract, the laws of the State of California shall govern. Any action naming County with respect to this Contract shall be brought in a court of competent jurisdiction within Imperial County, California. Provided, however, that if the dispute involves an event that occurred in Arizona, the dispute will be brought in a federal court of competent jurisdiction in California and Arizona law shall apply to the dispute.

**14. WAIVER**

No waiver of any of the provisions of this Contract shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided for in this Contract, no waiver shall be binding unless executed in writing by the Party making the waiver. Such a waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Contract, unless otherwise provided for herein. If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall be in full force and effect.

**15. CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation within three (3) years after its execution, pursuant to A.R.S. § 38-511, without penalty or further obligation.

**16. ATTORNEY FEES AND COSTS**

In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Contract, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

**17. INDEMNITY**

The County and the District ("Indemnifying Parties") agree to indemnify, defend and hold harmless the City of Yuma, its agents, officers, employees and elected officials for, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorney's fees court costs and the costs of appellate proceedings), caused in whole or in part by any negligent, reckless, or intentional acts, mistakes, errors, or omissions of the Indemnifying Parties, whether authorized by the Indemnifying Parties or not, including all claims or actions based upon or arising out of damage or injury to property or persons or death caused by or sustained in connection with this Contract. This indemnification responsibility extends to the Indemnifying Parties, their employees, agents, volunteers, officials, or officers, contractors and subcontractors, directly or indirectly employed by the Indemnifying Parties.

The indemnification provisions above are limited to a total of \$100,000 per year as to County when and if they relate to fines on any notices, citations, or claims of violation issued, levied, or otherwise imposed by any governmental agency, entity, or division including but not limited to the Environmental Protection Agency. In no event shall County's annual indemnification liability relating to fines or violations exceed this cap of \$100,000 per year.

District agrees to indemnify, reimburse, defend, protect and hold County and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, actions, expenses, liabilities, causes of action, demands, damages, losses, penalties, attorneys fees and costs, in law or equity, of every kind and nature whatsoever arising

out of or in connection with District's negligent acts and omissions or willful misconduct under this Contract ("Claims"), whether or not arising from the passive negligence of County, but does not include Claims that are finally determined to be the result of the negligence or willful misconduct of County. District agrees to indemnify and reimburse County for the full amount that County paid to City in equal payments over a six (6) month period or as otherwise agreed to by the Parties.

The Indemnifying Parties hereby expressly relieve and release the City, its officers, agents or employees from any liability or responsibility whatsoever for any outage at the Service Location that is due to delinquency in the payment of fees to the City or in the performance of the covenants and agreements of this Contract by the District.

The Indemnifying Parties will not have any obligation to indemnify the City from or against any losses, liabilities, damages, costs, expenses, and attorneys' fee, to the extent caused by, resulting from, relating to or arising out of the sole, or as to the County only concurrent, negligence or intentional misconduct of the City or any of its directors, officers, employees or agents.

The amount and type of insurance coverage set forth below will in no way be construed to limit the scope of indemnity in this Section 17.

#### **18. INSURANCE**

The District shall name the City and County as an additional insured on all of the District's insurance policies with respect to the City's activity on the property of the District and use of the District's equipment. The District shall bear the risk of loss by fire or other casualties, including sewage and water intrusion, to the District's personal property. The District shall secure and keep in effect at all times during the term of this Contract, an adequate policy of general liability risk insurance protecting the City, County, and the District from claims by third party persons by reason of damage or injury arising out of performance under this Contract. The City and County are not responsible under any circumstances for any loss of or damage to the District property or data.

The District shall, at its own cost expense, secure and maintain during the term of this Contract commercial general liability insurance including bodily injury, property damage, contractual, personal injury, products/completed operations, and coverages for any and all environmental requirements under the law and this Contract. Liability limits shall be no less than \$1,000,000, per occurrence/per location, \$2,000,000 combined single limit. Certificates of Insurance shall be delivered to the City and County prior to the commencement of this Contract. The policy shall be endorsed to include the following additional language: "The City of Yuma and County of Imperial, its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the City's activities performed on the District's property and use of the District's equipment." All policies shall contain a waiver of subrogation against the City and County, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the District.

The commercial general liability policy must include Explosion, Collapse and Underground (X, C, U), and must not exclude:

1. Claims arising from pollution caused by environmental work
2. Asbestos related claims
3. Laboratory analysis
4. Treatment facility operations if it is required within the scope of work or services.

The District shall also carry Pollution Liability coverage with project-specific limits of \$1,000,000.00 per loss and \$2,000,000.00 annual aggregate for losses caused by pollution

conditions that arise from the District's performance under this Contract. The coverage must include:

1. Bodily injury, illness, death, mental anguish or shock;
2. Property damage, including but not limited to physical injury or destruction, loss of use, and cleanup costs; and
3. All defense costs, including charges and expenses for investigation and claims adjustment.

Prior to any Services provided by the City under this Contract, the District shall provide the City and County with Certificates of Insurance and endorsements naming the City and County and its employees as additional insureds. All policies shall be primary and any coverage provided by the City and County or its employees shall be excess and not contributory to any insurance provided under this Contract. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

Failure to provide required coverage and failure to comply with the terms and conditions of this Contract shall not waive the contractual obligations herein. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the City and County prior to the effective date of such cancellation or termination.

**19. MODIFICATION**

No modifications, waiver, amendment, discharge or change of this Contract shall be valid unless the same is in writing and signed by all Parties.

**20. NO PARTNERSHIP**

Nothing in this Contract constitutes a partnership or joint venture between the Parties, and no Party is the principal or agent of the other.

**21. DEFAULT**

If either the District or the County defaults (the "Defaulting Party") with respect to any of such Party's obligations, then the City (the "Non-Defaulting Party") shall give written notice in the manner prescribed in Section 23 below to the Defaulting Party. The notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have:

- (A.) twenty (20) days from the date of receipt of such notice within which to correct such default if it can be reasonably corrected by the payment of money, or
- (B.) thirty (30) days from the date of receipt of such notice to cure such default if action other than payment of money is reasonably required, or
- (C.) if any such non-monetary default cannot reasonably be cured within thirty (30) days for reasons beyond the Defaulting Party's control, then such longer period as may be reasonably required, provided said Party commences such cure within said thirty (30) day period, receives written permission for an extension from the City, and thereafter diligently and in good faith prosecutes to cure such default to completion.



The City, at any time after the default, may cure the default at the Defaulting Party's expense. If the City, at any time, by reason of the Defaulting Party's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the City shall be due immediately from the Defaulting Party to the City at the time the sum is paid by the City, and if paid at a later date, shall bear interest at the rate provided by state law from the date the sum is paid by the City until the City is reimbursed by the Defaulting Party.

## 21.1 EVENTS OF DEFAULT

"Default" or an "Event of Default" by the District or the County under this Contract shall mean failing or refusing to perform any of the covenants, conditions or provisions of this Contract to be performed or observed.

## 22. REMEDIES

If the default is not corrected within the time periods described in Section 21 above, the Non-Defaulting Party shall have all remedies available to it at law or in equity, subject to the limitations set forth herein. Any Party may institute a legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages. If the default is not cured within thirty (30) days after written notice thereof is delivered in accordance with Section 21, any party may terminate this Contract.

Nothing in this Contract shall be construed as in any manner abridging, limiting or depriving the City of any means of enforcing any remedy either at law or in equity for the breach of any provisions of this Contract it would otherwise have. The waiver of a breach of any of the provisions of this Contract shall not be deemed to be a waiver of any provision hereto, or of any other or subsequent breach of any provision.

## 23. NOTICES AND INVOICES.

All notices, demands, invoices, payments, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

**To City:**  
City of Yuma  
Attn: Public Works  
155 14<sup>th</sup> Street  
Yuma, AZ 85364

**To District:**  
Winterhaven County Water District  
494 Second Avenue; PO Box 787  
Winterhaven, CA 92283

**To County:**  
County of Imperial  
County Executive Office  
940 W. Main Street, Ste 208  
El Centro, CA 92243

IN WITNESS WHEREOF, the Parties have executed this Contract through their authorized representatives.

Dated this 8<sup>TH</sup> day of OCTOBER, 2015.

County of Imperial

By: [Signature]  
Ralph Cordova Jr.  
County Executive Officer

Date: 8/28/15

Winterhaven County Water District

By: Jeresa V. Daniels

Title: 8-29-2015

Date: President

City of Yuma

By: [Signature]  
Greg Wilkinson  
City Administrator

Date: 9/8/15

ATTEST:

[Signature]  
Lynda L. Bushong  
City Clerk  
10-08-2015

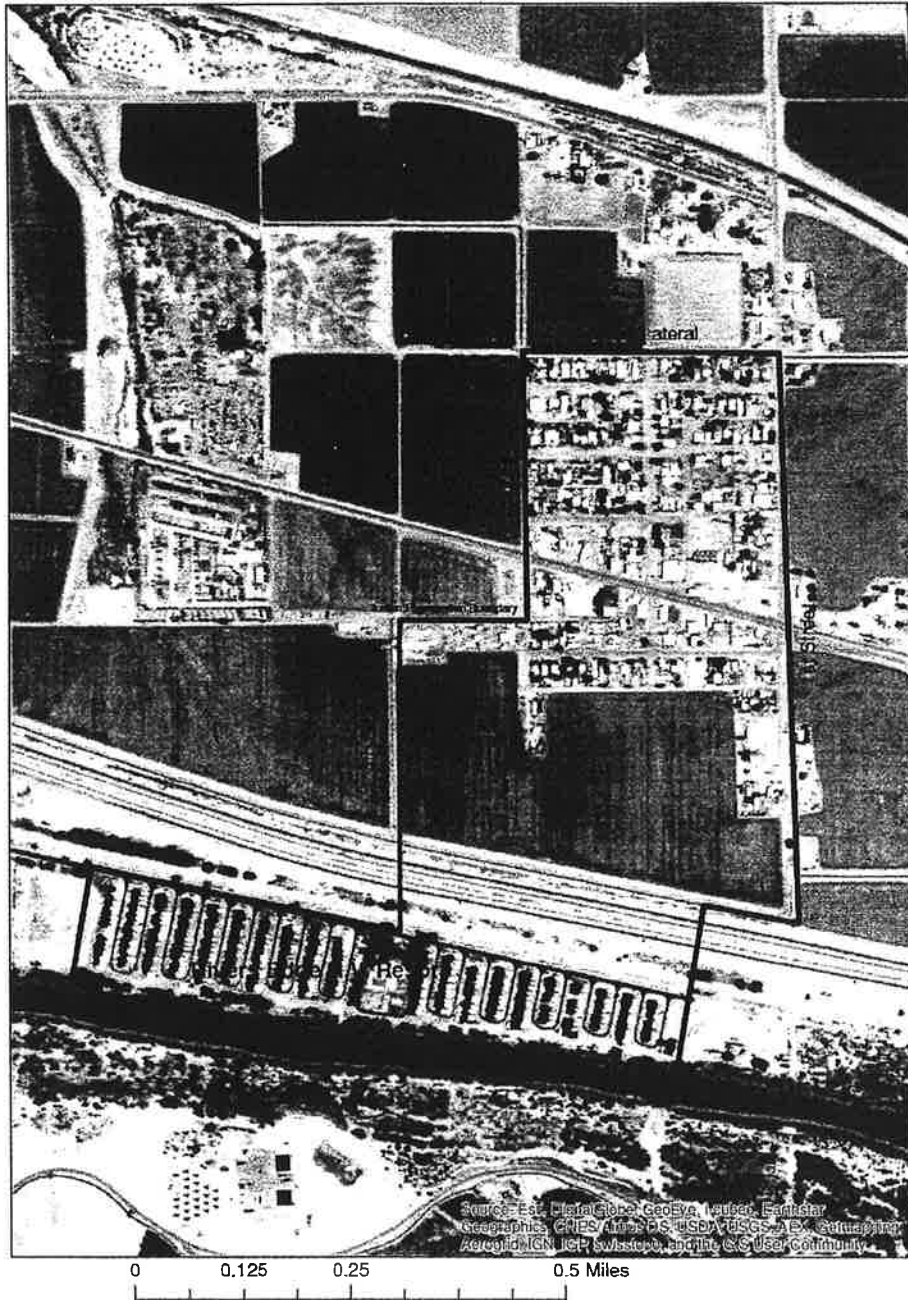
Date

APPROVED AS TO FORM:

[Signature]  
Steven W. Moore  
City Attorney

**EXHIBIT "A"**

**DESCRIPTION OF WINTERHAVEN COUNTY WATER DISTRICT  
Winterhaven Water Service Area**



**BOARD RESOLUTION NO 2015-05**

**BOARD RESOLUTION OF WINTERHAVEN COUNTY WATER DISTRICT ACKNOWLEDGING  
TO ALLOW IMPERIAL COUNTY TO RESERVE PROPERTY TAX FUNDS  
INTO THE PROPOSED AGREEMENT WTH THE CITY OF YUMA**

**ACKNOWLEDGEMENT TO ALLOW IMPERIAL COUNTY TO RESERVE PROPERTY TAX  
FUNDS INTO THE PROPOSED AGREEMENT WTH THE CITY OF YUMA**

**WHEREAS**, the County of Imperial will hold our property tax funds as a reserve to secure the sewer services proposed agreement with the City of Yuma for sewer services and;

**WHEREAS**, the County of Imperial has been made liaison to be liable in case Winterhaven County Water District cannot make payments and;

**WHEREAS**, the County of Imperial assures these funds will be available to the Winterhaven County Water District if needed and;

**WHEREAS**, this resolution shall become effective on August 15, 2015 and terminate at the end of the term of the Contract for Sewer Services between the City of Yuma, County of Imperial and the Winterhaven County Water District for an initial period of ten (10) years. Property taxes of approximately \$8,000.00 to \$9,000.00 dollars per year will remain in Imperial County.

**RESOLVED**, the Board deems it to be in the best interest of the residents of Winterhaven, now, therefore;

**RESOLVED FURTHER**, be it resolved by the Winterhaven County Water District board adopts this Resolution 2015-04.

We, the undersigned, hereby certify that Winterhaven County Water District is comprised of four members, of whom three, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened, and held this 15<sup>th</sup> day of August, 2015, and that the foregoing Resolution 2015-04 was duly adopted. The affirmative vote of four board members, and opposed by zero board members.

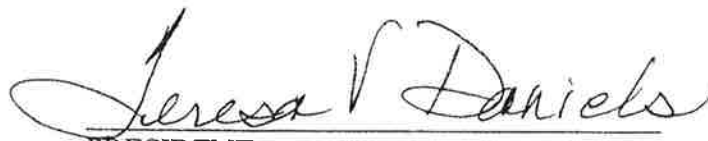
**PASSED AND ADOPTED** this 15 day of August 15, 2015 by the following vote:

**AYES: 4**

**NOES: 0**

**ABSTENTIONS: 0**

**ABSENT: 0**

  
PRESIDENT  
Teresa V. Daniels

Attested:

  
BOARD SECRETARY