



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, City Manager *[Signature]*

DATE: October 24, 2016

SUBJECT: Agua 4 All Program Participation

RECOMMENDED ACTION:

It is respectfully recommended that the City Council approve a Memorandum of Agreement by and Between the City of Farmersville and the Rural Communities Assistance Corporation (RCAC) to partner in the provision, installation and use of water bottle filling stations in Farmersville through the Agua 4 All Program, and authorize the City Manager to execute the Memorandum of Agreement to participate in the program.

BACKGROUND and DISCUSSION:

In 2015, the City of Farmersville was considered for participation in the Agua 4 All program sponsored by the Rural Communities Assistance Corporation (RCAC).

At the time, the program was in suspension awaiting additional funding to accept new program partners. Since then RCAC staff has toured the City and inspected several sites that are eligible and desirable for the installation of "filling stations for re-usable water bottles intended to spur healthy consumption of clean, affordable drinking water and reduce waste from one time use disposable bottles.

The Agua 4 All Program will invest \$8,072. In providing the equipment to the City and public works staff will install the devices as a local partner agency contribution.

To perfect the partnership, **Attachment 1**, a Memorandum of Agreement is recommended for approval and Execution.

Attachment 2 is an inventory of the eight locations identified for installation of filling devices that have been approved by RCAC and these include: four locations in classrooms at the Linnell Child Care Center leased to VDA, one unit at the Farmersville Community Center, and one unit each at Veteran's, Liberty and Roy Park.

Attachment 3, provides a detailed description of the Agua 4 All Program.

COORDINATION AND REVIEW:

The recommended action has been coordinated with and approved by the City Attorney and the Public Works Department.

FISCAL IMPACT:

The Agua 4 All Program will invest \$8,072 in City facilities and there are minor cost associated with Public Works staff installing the devices.

CONCLUSION:

It is respectfully recommended that the City Council approve a Memorandum of Agreement by and Between the City of Farmersville and the Rural Communities Assistance Corporation (RCAC) to partner in the provision, installation and use of water bottle filling stations in Farmersville through the Agua 4 All Program, and authorize the City Manager to execute the Memorandum of Agreement to participate in the program.

ATTACHMENT (s): 3

- 1) Memorandum of Agreement
- 2) Inventory of Locations
- 3) Program Overview

Approved By:



John Jansons, City Manager

Memorandum of Agreement

Between

The Rural Community Assistance Corporation

and

The City of Farmersville

This agreement is entered into by and between Rural Community Assistance Corporation (hereinafter "RCAC"), and the City of Farmersville, (hereinafter "Sponsor"), collectively "the Parties." The purpose of this Agreement is to provide funding and technical assistance for the installation of water bottle filling stations and to clearly identify the roles, responsibilities, and commitments of RCAC and the Sponsor as they implement a program to encourage the drinking of water.

The Parties are committed to work together to achieve the goals and long-term desired outcomes of the Agua4All project initiative, which include:

1. Increase access and consumption of safe drinking water in Tulare County as evidenced by providing access to newly installed water bottle filling stations in schools and public settings (parks, community centers, and other locations).
2. Build community support and awareness to ensure public and private funding for access to free, potable water by leveraging installation of water bottle filling stations to support long term water access in California as evidenced by community inclusion in identifying sites, increased community access outside of public settings, improved capacity of partners, and best efforts to secure future public and private funding for this initiative.
3. Improve community members' willingness to drink tap water through a sustained education and promotion effort.
4. Assess the ability to scale out implementation of water units in all of rural California as demonstrated by documenting lessons learned, identifying barriers, and leveraging opportunities for short term and long term solutions to water access and sharing with other partners.

I. Sponsor Responsibilities

Sponsor agrees to:

- A. Cooperate with RCAC and local partners in identifying appropriate locations for the installation of water bottle filling stations.
- B. Select the stations of their choice from the RCAC approved vendor list set forth in Exhibit A.
- C. Secure all needed permits and agency approvals for station installation, contact Underground Service Alert to insure all underground utilities are identified prior to the start of any underground work, and ensure stations are installed in compliance with all applicable state and federal laws.
- D. Install stations - at no cost to RCAC and according to manufacturer's recommendations to ensure optimal functionality - within 90 days of receipt of the stations. Once installed, the stations shall be owned by the Sponsor.
- E. Ensure at all times that water supplied by the stations meet the minimum standards of the Safe Drinking Water Act. Where the station is installed to a water source that requires point-of-use treatment in order to meet state and federal standards for safe drinking water, Sponsor shall monitor the quality of water being delivered from each station on a routine basis as recommended by the California Department of Public Health and the State Water Resources Control Board. If, at any time the water quality does not meet the minimum standards, Sponsor shall ensure that no water is delivered for consumption from the station until such standards are met.
- F. Assume all responsibility for the operation and maintenance of optional filtration systems in accordance with manufacturer's recommendations where the sponsor elects to enhance the appeal of potable water with a station, including the purchase and replacement of filters.
- G. Maintain the stations in a safe, sanitary and attractive manner.
- H. Agree to the placement of the Agua4All logo on all water bottle filling stations and re-usable water bottles supported by the Agua4All program.
- I. Allow RCAC or its agents to perform evaluation studies on the impact of the stations, and allow for and assist with promotional and educational campaigns on water consumption including the procurement and distribution of re-usable water bottles as funding is available.
- J. Participate in good faith in the promotion of the Agua4All campaign to increase access and consumption of safe drinking water and awareness of the benefits of drinking water, including but not limited to participation in media events, promotions and other activities, as may be requested from time to time by RCAC.
- K. Sponsor reserves the right to suspend or reduce the level of its performance hereunder when and if, in the Farmersville City Council's sole discretion, the City Council finds that due to a drought it needs to preserve the City's water resources, limit participation in the program to City residents only or restrict the amount of water that can be used for the program.

II. RCAC Responsibilities

RCAC agrees to:

- A. Evaluate and approve proposed locations for station installation and inform Sponsor of all approved locations.
- B. Purchase number and style of water bottle filling stations agreed upon by RCAC and Site Sponsor, without any cost to Sponsor who shall not be responsible for reimbursing RCAC.
- C. Ensure all installations are done properly and to the satisfaction of RCAC and the Site Sponsor.
- D. Provide materials and assistance for promotional and educational campaigns on water consumption.

III. Indemnification

Sponsor shall indemnify and hold RCAC harmless against any and all liabilities, claims, losses, damages, costs, and expenses of any kind (including, but not limited to, reasonable attorneys' fees, costs and expenses) which may be incurred by RCAC as a direct consequence of any tortious act or tortious omission by the Sponsor relating to or arising out of this Agreement or the Sponsor's actual or proposed unauthorized use of proceeds of any funding hereunder; provided, that RCAC shall have no right to be indemnified hereunder for its own negligence or willful misconduct as determined in a court of competent jurisdiction.

RCAC shall hold harmless, defend and indemnify Sponsor, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including Sponsor property, arising from, or in connection with, the performance by RCAC or its agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

IV. General Provisions

- a. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in the City of Farmersville, California.
- b. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.
- c. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between RCAC and CITY as to its subject matter and no prior oral or

written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

V. Effective Date, Term, and Signature

This grant agreement shall be effective for one year upon the signature of the Rural Community Assistance Corporation and City of Farmersville authorized representatives.

Rural Community Assistance Corporation

City of Farmersville

David Ebenezer, Chief Financial Officer

Name and Title

Name and Title

Signature

Signature

Date

Date

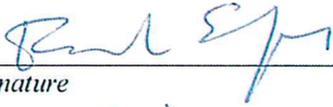

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Exhibit A

Vendor Partner	Website
Acorn Engineering Company	www.acorneng.com
Elkay Mfg. Co.	www.elkay.com
Filtrine Mfg. Co.	www.filtrine.com www.indestructcoolers.com
Halsey Taylor	www.halseytaylor.com
Haws Corp./Brita	www.hawscorp.com

City of Farmersville

Site	TAP #	Location	Recommendations	Filtrine CC-161	Elkay LZWSRK	Elkay Pedestal LK4420BF1U	Bury Kit 9789OC	EZS8WSVRSK	Estimated Cost	Notes
Linnel Day Care Center	1	Rm 1	New Gooseneck on hand wash sink	1					\$159.00	all on hand wash sinks
	2	Rm 2	New Gooseneck on hand wash sink	1					\$159.00	
	3	Rm 3	New Gooseneck on hand wash sink	1					\$159.00	
	4	Rm 4	New Gooseneck on hand wash sink	1					\$159.00	
Boys and Girls Club	1	In hall way	Retro with Elkay bottle filler with filter		1				\$422.62	unit EZFSTL8-19
Veterans Park	1	East side of park	Replace with new pedestal on existing pad			1			\$2,813.00	
Liberty Park	1	replace at existing site	Replace with chilled single with filler					1	\$895.52	partial sunlight
Roy's Park	1	near side walk on the south side	Replace with Pedestal add bury kit			1	1		\$3,305.42	
TOTAL									\$8,072.76	

Need color choices on pedestals

Safe Water Access in Schools and Communities with Agua4All

Sarah Buck
and
Amber Guerra

Rural Community Assistance Corporation (RCAC)

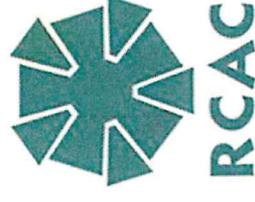


health
happens
here

#Agua4All

The California Endowment's Agua4All Initiative

*To increase access to and
consumption of safe drinking
water in schools and public
places via the installation of
water bottle filling stations and
treatment where necessary*



The California Endowment's Agua4All Initiative

Project Goals and Objectives

- To install 145 “taps” or water bottle filling stations in South Kern and the Eastern Coachella Valley. Expansion goal is for an additional 150 stations, minimum.
- To provide interim water quality treatment where necessary
- To support the first phase in a state-wide campaign to raise awareness about drinking water conditions and provide access throughout rural California. Models developed and lessons learned will be used for statewide rollout.
- To promote water as a healthy beverage choice, encourage people to drink more water, and to use refillable bottles

We are expanding our work to other rural, low-income areas of California for phase 2!

Expansion Criteria:

- * Rural Disadvantaged Communities (DACs)
- * RCAC resources/relationships
- * Potential local partner identified or potential for local staff (Self Help Enterprises in Kings County)
- * Mix of sites that do not need treatment and those that do
- * Funding availability in the area (banks, foundations, state and federal funds)
- * Community readiness and commitment to the program

Expansion areas:

- * Kern County
- * Riverside County
- * Merced County
- * Lake County
- * Fresno County

* **Tulare County**

- * San Diego County
- * Kings County

Project Implementation

RCAC will:

- * Provide up to \$3,000 per water bottle filling station (more available for some special situations). Special discounted pricing is available through RCAC.
- * Provide technical support to select and evaluate installation sites and for facilitating installations and ongoing Operations and Maintenance.
- * Lead campaign on promotion and education of water consumption and the health benefits of water
- * Pending funding, provide re-usable water bottles to students and community members
- * Help to organize community launch/ribbon cutting event to kick off work in Tulare County (Farmersville is the first community to demo Agua4All)

Site Sponsor Responsibilities

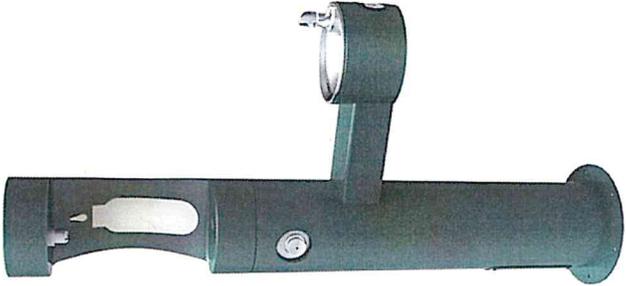
- * Select station location and style
- * Comply with all applicable permits and regulations
- * Leadership needs to approve locations and agreements
- * Support and help implement tap water promotional campaign
- * Install units within 90 days of receipt and adhere Agua4All logos provided by RCAC
- * Continue to take good care of all units and keep them in working order (ongoing O&M)

Why Agua4All?

- * Provide safe, appealing drinking water for community members
- * Reduce waste from disposable bottles by encouraging tap water and reusable bottle use
- * Encourage good health for local residents through increased water consumption instead of sugar sweetened beverages
- * Receive free much needed fountain infrastructure upgrades
- * Set a good example for other areas as this program continues to expand statewide



Farmersville School District Models



Items for review:

- *Memorandum of agreement outlining roles and responsibilities
- *Unit collage
- *Location and cost summary for all 5 sites (8 filling stations total)—over \$8,000 value
 - *Linnel Day Care Center (1 unit per classroom—4 total)
 - *Boys and Girls Club (1)
 - *Veteran's Park (1)
 - *Liberty Park (1)
 - *Roy's Park (1)

Questions?



#Agua4All

* Sarah Buck, Rural Development Specialist II: sbuck@rcac.org; 916-447-9832 ext. 1041

* Amber Guerra, Project Coordinator: aguerra@rcac.org; 916-447-9832 ext. 1019

Roy's Park,
Veterans Park
Elkay Pedestal



Linnel Day Care
Filtrine Gooseneck



Liberty Park
Single Elkay with Filler



Boys and Girls Club
Elkay Retrofit Filler

