COUNTY DEPARTMENT AGENDA REQUEST

Department:	Water System	Presenter(s):	Tony Parrott
Meeting Date:	August 12, 2010	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to approve the Drinking Water Testing and Related Services Contract with Georgia Department of Natural Resources for a period of three years beginning July 1, 2010 and ending June 30, 2013 and authorization for the Chairman to execute the Contract pending review and approval of the County Attorney.

Background/History/Details:

The Environmental Protection Division provides comprehensive laboratory testing programs that satisfy Federal EPA guidelines for drinking water testing. Fayette County has contracted with DNR for this chemical monitoring service since its beginning in 1993. In 2009 a new coliform program for public water systems serving a population of 12,900 people or less was added to the testing program. Over time, testing has become more and more stringent and complex.

The contract period is for three years starting July 1, 2010 and ending June 30, 2013. Payments are based on three annual installments of $17,800.00 each. This year the cost to Fayette County increased by $1300.00 as a result in the cost of the Chemical/Cryptosporidium services.

What action are you seeking from the Board of Commissioners?

Approval of the contract and for the Chairman to sign the document, pending review and approval of the County Attorney.

If this item requires funding, please describe:

Water System budget License/Professional fees (50543060-521212)

Has this issue come before the Commissioners in the past?	No	If so, when?	
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

Georgia Department of Natural Resources
2 Martin Luther King, Jr., Dr., SE; Suite 1170 East; Atlanta Georgia 30334-9000
Chris Clark, Commissioner
F. Allen Barnes, Director
Environmental Protection Division

June 30, 2010

Mr. JACK R. SMITH
140 STONEWALL AVE. WEST
FAYETTEVILLE, GA 30214

RE: Drinking Water Testing and Related Services Contract
July 1, 2010 through June 30, 2013

Dear Public Water Supplier:

Please find enclosed your new "Drinking Water Testing and Related Services Contract." The EPD is proud to offer these comprehensive laboratory testing programs that allow public water systems to satisfy the Federal EPA testing requirements at an affordable price. Our objective is to help Georgia system owners comply with mandated testing requirements to improve the quality of drinking water and protect public health.

The advantages of the EPD programs include comprehensive one-stop sourcing of all required EPA tests, seamless administrative reporting and data submission and waiver options for specific tests. In addition, the fixed annual. pricing enables system owners to budget for testing services on a predictable basis, regardless of the possibility of required accelerated sampling from any positive test results.

The chemical monitoring program has been in effect since 1993 and the new coliform program for public water systems serving a population of 12,900 people or less was instituted July 2009. The contract period is for three years starting July 1, 2010 and ending June 30, 2013. Payments are based on three annual installments as in the past, and EPD will send invoices for each installment. You will notice that there is a modest increase in the cost of the *Chemical/Cryptosporidium* services this year due to increased operating expenses for the EPD laboratory.

Please review the system information 'on page 2 to ensure it is complete and accurate. To receive services under the contract, sign, date, provide a witness signature and return the contract to the address indicated on the form. If you have any questions, please contact the EPD Drinking Water Program at 404-656-5660 or 404-656-2750.

We appreciate your participation in the Drinking Water Testing and Related Services Contract Program, and look, forward to working in partnership with you to provide clean and safe drinking water to your customers.

Sincerely,

F. Allen Barnes

,F. Allen Barnes
Director

Enclosure: Contract

DRINKING WATER LABORATORY AND RELATED SERVICES CONTRACT (>12,900 Population)

The undersigned water system owner, personally or through its duly authorized agent, (the "owner") hereby agrees to contract with the Georgia Environmental Protection Division, Drinking Water Program, ("EPD") for laboratory and related services consistent with the owner's need to comply with the requirements of the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18, .19, .21, .22, .24, .25, .26..27, .52 and .53 as they relate to chemical and *Cryplosporidium (Crypto)* monitorin9 and Sections 391-3-5-.18, .23 and .54 as they relate to Coliform and *E.coJi* monitoring and includes other required or relevant services that involve repeat testin9, monitoring for **unregulated contaminants, vulnerability assessments, corrosion control requirements, technical assistance, data, management/transfer** and federal reporting, and other services that are deemed either related or pertinent to achieve compliance with the referenced drinking **water regulations.**

A. The owner acknowledges:

(1) That entering into this contract is not a condition of or prerequisite to the permit for the public water system nor will entering into this contract stop or prevent EPD from fulfilling its re9ulatory or enforcement duties to enforce the provisions of the Georgia Safe Drinking Water Act of 1977 and the Georgia Rules for Safe Drinking Water promulgated thereunder. Such activities include but are not limited to issuing failure to monitor violation letters, notices of violations, consent orders, administrative orders and the enactment of civil penalties by the EPD Director as authorized by a.C.G.A. § 12-5-192.

(2) That entry into this contract by EPD is meant to facilitate the provision of safe drinking water to the people of Geor9ia in keeping with the legislative intent and declaration of public policy set forth in a.C.G.A. § 12-5-171.

(3) In the event of a change in ownership, this contract is binding on future owners of this public water system for the length of the contract and a copy of this contract must be provided to the new owner.

B. Under this contract **EPD** and the owner a9ree:

(1) This contract covers a period beginning July 1, 2010, and ending June 30, 2013. Changes in population, number of entry points or classification may affect the amount due in succeeding installments. In the event of a substantial **increase in the actual cost to EPD to provide the services required hereunder, EPD shall have the right to increase** the annual fee by providing the owner with written notification of the annual fee increase on or before April 30 prior to the year (as defined below) beginning the following July 1. In the event EPD provides notice of an increase to the annual fee, owner shall have the right to terminate this contract by written notice to EPD on or before the June 1 immediately follOWing the notice from EPD

(2) Except as otherwise provided in section B. (1) above, this contract may be amended or terminated by mutual consent of both parties in writing signed by both parties.

(3) Except as otherwise provided in section B. (1) above, this contract may be terminated by either party on fifteen (15) days written notice in the event the other party violates any of the terms and conditions of this contract and continues said violation for thirty (30) days after receiving written notice thereof.

(4) Every notice required or contemplated by this contract to be given by any party must be made in writing to the signatories of this contract. Any party may change its address for notice by giving the other party notice of the **change.**

(5) The person signing below on behalf of owner represents that slhe is duly authorized and fully empowered to bind **the water system owner to this contract.**

C. Under this contract EPD agrees to:

(1) Provide all laboratory analyses required by the Georgia Rules for Safe Drinking Water, Sections 391-3-5-.18, .19, .21, .22, 24, 25, .26 .27, .52 and .53 for ChemicaliCrypto monitoring compliance with the exception of analysis for Bromate and Chlorite.

(2) Provide sampling containers and instructions for chemical monitoring and assume all mailing costs of these items to the address provided by the water system owner.

(3) Either provide written reports or make available the results of analysis of each sample to the owner or the duly authorized agent.

(4) Submit analytical data to the EPD's SDWIS/State data system for reporting monitorin9/rule compliance.

(5) Provide technical assistance to the public water system owner/operator regarding corrosion control treatment under the Lead/Copper Rule (the cost of engineering, design, equipment, and chemicals for corrosion control are the responsibility olthe public water system.)

(6) Provide limitedvuinerability assessments for organic and inorganic chemical monitoring requirements listed under Sections 391-3-5-.21, .22, and .26 of the Georgia Rules for Safe Drinking Water.

D. The water system owner agrees to:

(1) Collect all samples required by the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18, .19, .21, .22, .24. .25, .26, .27, .52 and .53 in containers provided by EPD
(2) Read and follow the sampling instructions when collecling water samples.
(3) Ship the samples to the EPD laboratory within the time frame specified by the sampling instructions. (The water system owner must pay the cost of shipping these samples to the laboratory).
(4) Pay the agreed upon fee for the laboratory and related services within 30 days from the date of invoice. Please note, this contract is not an invoice. For convenience, an invoice or statement of accounts will follow and payment should be remitted to the address listed on the form.
(5) Pay 3 annual payments of $17800 (Changes in population, number of entry points or classification may affect the amount due in succeeding installments)
This contract covers a period beginning July 1, 2010, and ending June 30, 2013.

E. This contract covers services for the following facility:

System name: FAYETTE COUNTY

Located in: FAYETTE COUNTY, GA.

System classification: SW C

Telephone #: 770-461·6041
Fax #: 770-460·1493

Owner/agent's administrative mailing address:

Mr. JACK R. SMtTH

FAYETTE COUNTY

140 STONEWALL AVE. WEST

FAYETTEVILLE, GA 30214

Facility ID#: GA1130001

Current number of Active Service Connections: 27328

Current population of water users served: 71053 people

Number of production entry points: 29

Routine TCR samples required: 80 per MN

UPS address: Destination for shipping sample bottles:

Mr. TONYV (UPS) PARROTT

FAYETTE COUNTY

3500 TDK BLVD.

PEACHTREE CITY, GA 30269

X_____
OWNER'S OR DESIGNATED AGENT'S SIGNATURE

X _

PRINT ABOVE NAME HERE

X _

TITLE

X_____
WITNESS

X _____ _____ _____
MONTH DATE YEAR

The foregoing contract is accepted on behalf of EPD

this _____ dayof _

_____
F. Allen Barnes, Director
Environmental Protection Division

Return signed contract to:
Erik Kind, Drinking Water Program
2 Martin Luther King Jr. Dr., S.E.
Suite 1362 EastTower
Allanta. GA 30334·9000
Phone: 404·656·5660 or 404-656·2750
E-mail: erik.kind@dnr.state.oa.us Fax#: 404-651-9590

Georgia EPD Drinking Water Laboratory and Other Services Contract Schedule for Chemical/Crypto

POPULATION SERVED	EFFECTIVE (JULY 1, 2010 -JUNE 30, 2013)		
	O or 1 ENTRY POINT (A)	2 ENTRY POINTS (B)	3 or MORE ENTRY POINTS (C)
(IU) OVER 100,000	$16,000	$22,600	$29,500
(9) 50,001-100,000	$13,400	$15,600	$17,800
(8) 10,001-50,000	$ 8,300	$ 9,700	$11,100
(7) 3,301-10,000	$ 5,950	$ 6,880	$ 7,900
(6) 1,001-3,300	$ 3,550	$ 4,200	$ 4,900
(5) 751-1,000	$ 1,650	$ 2,040	$ 2,450
(4) 501-750	$ 1,040	$ 1,440	$ 1,850
(3) 101-500	$ 575	$ 690	$ 800
(2) < 101 Community& NTNC	$ 290	$ 350	$ 400
(1) Transient Non-Community	$ 40	$ 40	$ 40