

HEALTH SERVICES AGENCY



COUNTY OF SANTA CRUZ

(408) 454-2022

ENVIRONMENTAL HEALTH SERVICE
701 OCEAN STREET, ROOM 312 SANTA CRUZ, CALIFORNIA 95060

June 1, 1999

AGENDA: June 15, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060**SUBJECT: COMPENSATION TO CITY OF SANTA CRUZ FOR ION CHROMATOGRAPH**

Members of the Board:

On March 12, 1991, your Board approved an agreement with the City of Santa Cruz for the shared purchase and use of an ion chromatograph, an instrument used in water quality testing. The City discontinued use of the instrument in 1994 and notified the County of its intent to terminate the agreement. The City is now requesting reimbursement for a prorated share of their original contribution, pursuant to the terms for termination of the original agreement (letter attached). County staff concurs it is appropriate to refund the City the amount they have requested. Funds are available in the CSA 12A budget (133608), which pays for the ongoing operation of the instrument. HSA continues to make very full use of the instrument as a part of the Water Quality Program in Environmental Health.

It is therefore RECOMMENDED that your Board authorize payment to the City of Santa Cruz in the amount of \$6,000.00 as reimbursement for their previous contribution to the purchase of an ion chromatograph pursuant to a prior agreement dated March 12, 1991.

Sincerely,

Charles M. Moody
Health Services Agency Administrator

Diane L. Evans, R.E.H.S.
Director of Environmental Health

Recommended:

Susan A. Mauriello
County Administrative Office

cc: Auditor-Controller
Health Services Agency
Environmental Health
City of Santa Cruz
CAO
County Counsel

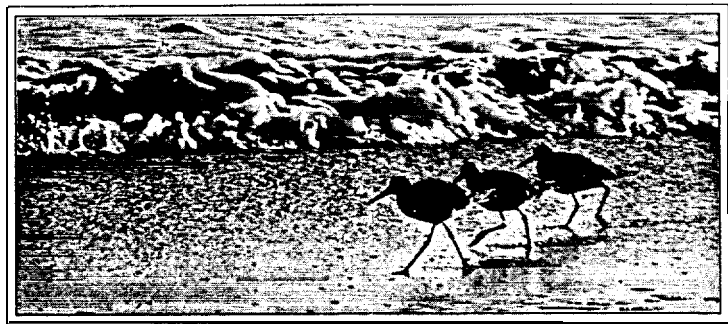
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CITY OF SANTA CRUZ

Water Department

809 Center Street, Room 102
Santa Cruz, California 95060

ADMINISTRATION	429-3670
CUSTOMER SERVICE	429-3666
WATER CONSERVATION	429-3662
ENGINEERING	429-3676
WATER PRODUCTION	429-3680
WATER QUALITY	429-3679
LOCH LOMOND	335-7424



November 25, 1998

County of Santa Cruz Health Services
701 Ocean St., Room 312
Santa Cruz, CA 95060

RECEIVED

NOV 30 1998

Attention: John Ricker

ENVIRONMENTAL

SUBJECT: 1991 PURCHASE AGREEMENT FOR ION CHROMATOGRAPH

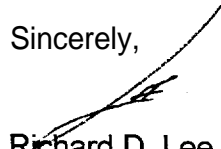
Dear John,

This is to follow up on our conversation earlier last week regarding the ion chromatograph purchase agreement made in September 1991 between the County and the City Water Department. As you will recall, this agreement was made to purchase a chromatograph which would be used cooperatively by both parties and had a provision that either party could opt out at any time. In March 1994, the Water Department had an opportunity to purchase their own ion chromatograph and notified the County of its intention to terminate the contract. As of this date, no compensation has been received from the County.

As the County has continued to own and operate the instrument we would like to finalize this issue. The City's original payment for its share came to \$7,356.63. Because at the time we terminated the contract the original value of the IC would have experienced some depreciation, we feel that compensation in the amount of \$6,000.00 would be a fair figure.

You had mentioned on the phone that it would be necessary for the County to budget for the amount agreed upon so I am hoping that this will give you enough notice to include this in the next fiscal year. Please let me know as soon as possible if this acceptable. I am including a copy of the original agreement. If you have any questions or comments do not hesitate to contact me at 429-3679. Thank you.

Sincerely,


Richard D. Lee
Water Quality Manager

FILE COPY

**AGREEMENT TO SHARE
ION CHROMATOGRAPH**

This agreement is entered into this ^{12th} day of March, 1991, by and between the county of Santa Cruz, a political subdivision of the State of California, herein after referred to as County, and the City of Santa Cruz, a chartered City, hereinafter referred to as City, and is made with reference to the following recitals,

Whereas, County intends to acquire an Ion Chromatograph instrument (Dionex 4000i) to be purchased from funds budgeted to County Service Area 12 and the Santa Cruz County Flood Control and Conservation District, Zone 4, at a total cost not to exceed \$24,000.00; and,

Whereas, City needs to use an Ion Chromatograph in the performance of its public duties and responsibilities and agrees to Share in the initial cost and ongoing maintenance and repairs of that instrument in exchange for the right to use the instrument.

The parties hereby agree as follows:

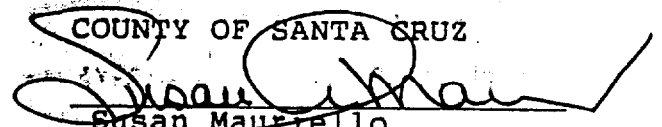
- 1) City shall pay to County one-third (1/3) of the purchase cost of the Ion Chromatograph instrument, not to exceed \$8,000.00, payable within 30 days of invoice to City, but no later than September 1, 1991.
- 2) City shall share in the maintenance and repairs of the instrument and in all necessary supplies for its operation. City shall reimburse County for City's share within 30 days of invoice to City of such maintenance, repairs and necessary supplies. County shall schedule the instrument on its property insurance. Prior to undertaking any repair exceeding \$500 in cost, purchasing supplies exceeding \$500 in cost, making any modifications or alterations to the instrument, or entering into any maintenance agreement, City's Water Quality Manager, or his or her designee, shall give verbal approval to County of such repair, purchase, modification or maintenance agreement.
- 3) The City shall have a one-third (1/3) ownership interest in the instrument. The instrument shall be located in County's Planning Department Laboratory at 1080 Emeline Street, Santa Cruz, or at some other alternative secure location controlled by County which is reasonably accessible to City's users.
- 4) The instrument is available for use by City users at all reasonable times. City and County staff shall agree to the specific procedures for use of the instrument.

11/2/91

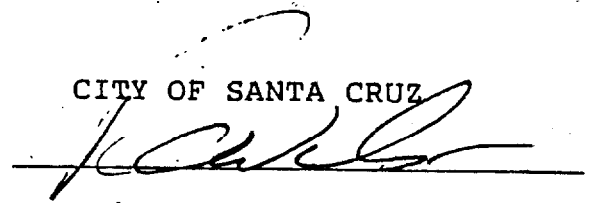
5) Only County and City employees are authorized to operate the instrument. Each user of the instrument shall be trained in its proper use and care prior to his or her operation of the instrument.

6) This agreement may be terminated at any time by either party -giving the other party 90 days written notice. Upon either party's notice to terminate, the parties shall determine a fair and equitable manner of withdrawing their respective interests in the instrument. In the event that agreement is not reached, then within 90 days of termination of this agreement the instrument shall be sold and County and City shall split the proceeds on a two-thirds (2/3) - one-third (1/3) basis, respectively.

COUNTY OF SANTA CRUZ


Susan Maurello
County Administrative Officer

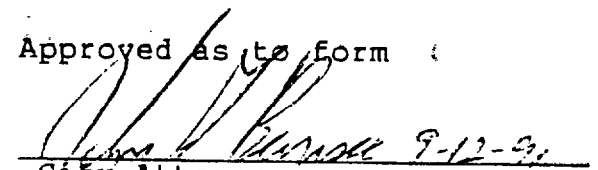
CITY OF SANTA CRUZ


City Manager

Approved as to form


Henry A. Oshelmann
County Counsel

Approved as to form


City Attorney 9-12-91

ATTEST:

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF 'AGREEMENT

365

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HSA (Dept.)
C Moody (Signature) 6/1/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency)
and City of Santa Cruz, 809 Center Street, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Reimbursement to City of Santa Cruz for a previous contribution to purchase of an Ion Chromatograph for water quality testing.
- The agreement is needed. Because the City no longer uses the instrument and is seeking partial repayment of their initial contribution.
- Period of the agreement is from March 12, 1991 to June 30, 1999
- Anticipated cost is \$ 6,000.00 (Fixed amount Monthly rate; Not to exceed)
- Remarks: _____
- Appropriations are budgeted in 133608 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available as of 6/3/99 (Date). Contract No. C081856 Date _____
are not _____

GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).

Remarks: _____
By GA (Analyst) Date 6/16/99
Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
By _____ Deputy Clerk