



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz⁰⁵⁰⁷

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
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AGENDA: MAY 23, 2000

May 11, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: DRAINAGE DITCH REPAIR (CUNHA DITCH), 363 CASSERLY ROAD

Members of the Board:

The subject drainage ditch runs along the property line of several parcels in the Casserly Road area. Historically, County drainage crews have maintained the ditch in this area, limited to vegetation and debris clearance. During the winter of the El Niño storms, high water flows eroded one side of the ditch bank, causing the ditch to intrude into the existing farm road.

The impacted property owners contacted Public Works and requested help in repairing the erosion damage. After review of the situation, Public Works did not recommend expenditure of Pajaro Storm Drain Maintenance District (PSDMD) funds, unless there was an equal contribution from the benefitting property owners. The property owner, the Shikuma family, has agreed to a 50/50 cost-share split, up to a limit of \$50,000 on their part.

The proposed repair consists of constructing approximately 400 lineal feet of rock-filled gabion baskets and backfilling of the eroded areas with soil. The preliminary cost estimate for this project is \$89,000, which does not include engineering, permits, and inspection costs. The Department of Fish and Game approval will be required for this type of repair.

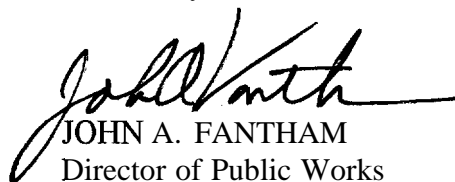
In order to move forward with this project, it will be necessary for your Board to approve of this project, approve a formal agreement between the Shikuma family and the PSDMD, and direct that funding be included in the 2000/2001 PSDMD budget to cover the County portion of the project. Approval of this project at this time, prior to formal budget hearings, is essential to allow the design and permitting process to begin now.

Attached for your consideration is an agreement between the PSDMD and the Shikuma family. This agreement outlines the terms and conditions under which both parties agree to participate in the project. The agreement anticipates equal cost sharing, up to \$50,000 per party or a total project cost of \$100,000. The agreement also allows each party to contribute more funds, at their sole option. **Sufficient funds** can be made available in the 2000/2001 PSDMD budget to cover the costs required by this contract.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached agreement for ditch erosion repair.
2. Direct Public Works to include sufficient funds in the 2000/2001 PSDMD budget to cover this project.
3. Direct the Clerk of the Board to return one fully executed agreement to Public Works for further processing.

Yours truly,

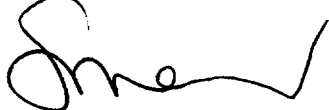


JOHN A. FANTHAM
Director of Public Works

BHT:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Chiyeko Shikuma

Attachments

CSERM

AGREEMENT FOR DITCH EROSION REPAIR

This Agreement entered into on the _____ day of _____, 2000, by and between the County of Santa Cruz Pajaro Storm Drain Maintenance District, hereinafter referred to as “PSDMD” and Property Owners, Chiyeko Shikuma, Hiroko Shikuma and Charles Shikuma, hereinafter referred to as “Owner,” is for the purpose of outlining the terms and conditions under which each party agrees to participate in a repair project.

The project consists of erosion repair of approximately 400 lineal feet of drainage ditch. The ditch is in close proximity to address number 363 Casserly Road, and has historically been referred to as the “Cunha Ditch.” The project will consist of some form of ditch bank retention structure and backfill to bring the ditch line back into its original configuration, and to prevent encroachment into the adjacent farm road. Actual repair method will depend on the outcome of the design and permitting process.

The Parties Agree as Follows:

“PSDMD” Responsibilities:

1. “PSDMD” will be the lead agency in obtaining engineering design, permits, public bidding, construction inspection and administration.
2. “PSDMD” will fund one-half of the total project cost, including engineering design, permits, public bidding, construction inspection and administration up to a maximum amount of \$50,000.
3. Should one-half of the total project cost exceed the \$50,000 “PSDMD” share, “PSDMD” will not be required to pursue the project any further but may, at its option, choose to increase its share of the project cost.
4. “PSDMD” will fund the up-front costs for engineering design, permits and public bidding out of its project cost share.
5. Upon receipt of favorable bids and the “Owners” share of the project costs, “PSDMD” will then provide for construction of the project, project inspection and administration.

“Owner” Responsibilities:

1. “Owner” will fund one-half of the total project including engineering design, permits, public bidding, construction inspection and administration up to a maximum of \$50,000.

2. Should one-half of the total project cost exceed the \$50,000 "Owner" share, "Owner" will not be required to pursue the project any further or reimburse "PSDMD" for incurred project costs up to that time. At its option, "Owner" may choose to increase its share of the project cost
3. Upon receipt of favorable bids by "PSDMD" and determination of "Owner's" cost share, "Owner" will, within 10 days notice, deposit with "PSDMD" its one-half cost share, not to exceed \$50,000.
4. Upon notice of "Owner's" cost share. should "Owner" fail to deposit its one-half cost share, "PSDMD" will be under no obligation to pursue the project further and "Owner" will pay to "PSDMD" all costs incurred by "PSDMD" up to that time.
5. "Owner" agrees to provide access to the project site to "PSDMD" staff or contractors and will provide any required easements at no cost to "PSDMD." Access or easements will be only for what is reasonably necessary to design and construct this project.
6. "Owner" realizes and understands that this project is subject to permitting requirements beyond the control of the "PSDMD." Such permit requirements as a result of the approval process could impose conditions that impact the cost of the project and, therefore, the financial feasibility of the project under the terms of this agreement.

Acceptance of Terms and Conditions:

Pajaro Storm Drain Maintenance District

Property Owner

By: _____
District Engineer

By: Chiyeko Shikuma
Chiyeko Shikuma

Date: _____

By: Hiroko Shikuma
Hiro ko S hikuma

Approval as to Form:

By: Charles Shikuma
Charles Shikuma

By: Sam Tan 5/9/00
District Counsel

43 5 Lakeview Road
Watsonville CA 95076

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