



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(631) 454-2160 FAX (631) 454-2365 TDD (631) 454-2123

AGENDA: APRIL 17, 2001

April 5, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: HARKINS SLOUGH ROAD BRIDGE PROJECT - MEMORANDUM OF
UNDERSTANDING BETWEEN THE COUNTY OF SANTA CRUZ
AND THE CITY OF WATSONVILLE

Members of the Board:

On February 13, 2001, your Board authorized County staff to develop a Memorandum of Understanding (MOU) with the City of Watsonville for the Harkins Slough Road Bridge Project for purposes of designating the lead agency responsibility to the County and the project management responsibility to the City of Watsonville. Attached for your approval is a proposed MOU agreement that outlines the specific responsibilities for each agency.

Under the lead agency role, the County will oversee environmental review including the preparation of all documents related to the California Environmental Quality Act and the National Environmental Protection Act processes. In addition, the County will also retain the lead agency role with the Department of Transportation in funding the environmental review, preliminary engineering, final design, and construction of the project. The City will be responsible for providing professional level project management in overseeing the preliminary engineering, final design and construction of the project. Funding for the project has been secured through a Highway Bridge Replacement and Rehabilitation (HBRR) Program grant for \$3.2 million to replace existing culverts with the proposed bridge project. In addition, \$1.2 million in funding has been set aside in the 2000/2001 Governor's Transportation Improvement Program budget to supplement the HBRR project funding.

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

1. Approve the attached Memorandum of Understanding (MOU) between the County of Santa Cruz and the City of Watsonville for the Harkins Slough Road Bridge Project to define the County of Santa Cruz as the lead agency and to define the City of Watsonville as the project manager.

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2. Authorize the Chairman of the Board of Supervisors to sign the MOU on behalf of the County.

Yours truly,



THOMAS L. BOLICH
Director of Public Works

JJP:bbs

Attachment

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: City of Watsonville, Public Works Department
Public Works Department
Planning Department

HSRB

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SANTA CRUZ AND
THE CITY OF WATSONVILLE ON THE
HARKINS SLOUGH ROAD BRIDGE OVER WEST BRANCH OF STRUVE SLOUGH**

The parties to this agreement are the COUNTY OF SANTA CRUZ, a political subdivision of the State of California (County), and the CITY OF WATSONVILLE a municipal corporation (City).

Recitals

WHEREAS, construction of a new bridge (project) over the west branch of Struve Slough on Harkins Slough Road as a replacement for the existing low water crossing, is deemed to be of mutual benefit to the County and the City; and

WHEREAS, the proposed structure lies wholly within the unincorporated area of the County; and

WHEREAS, it is desirable to clarify and specify, by this agreement, the duties and responsibilities of the County and the City with respect to all permit processing, design, construction, and maintenance of said bridge and allocation of the cost thereof; and

WHEREAS, as used in this agreement, "maintenance" and "construction" have the meaning ascribed to them by Sections 27 and 29 respectively, of the Streets and Highways Code; and

WHEREAS, as used in this agreement, "project" includes the bridge structure (super structure and substructure), road approaches, roadbed excavation and removal, mandated mitigation, and acquisition of right of way (temporary and permanent) and matters related thereto.

Agreements

Now therefore the parties agree as follows:

1. County shall pay for the design and construction of bridge, and acquisition of right of way, both temporary and permanent, as required for completion of the project. The County will apply for and maintain eligibility for Highway Bridge Replacement and Rehabilitation (HBRR) Program to fund the project. The County shall provide, or have provided, the local share of the project costs subject to appropriation of funds through the Governor's Transportation Improvement Program budget.
 2. The County shall prepare documents, and fund the preparation of said documents, required under California Environmental Quality Act, National Environmental Protection Act, and coastal development permits in support of the project.
 3. The County shall contract with consultant(s) to prepare environmental documents, process permits, and prepare roadway and bridge plans and specifications.
 4. The City shall provide professional level project management for preliminary engineering, project design and construction of the project.
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5. The County shall reimburse the City for actual costs and overhead for project management services subject to appropriation of funds through the Governor's Transportation Improvement Program budget.

6. The County shall provide the City with access to all documents and correspondence relating to the project and shall do so in a timely manner.

7. The County shall direct the City to act as the County's agent for purposes of project management. All contracts and binding agreements shall be approved and signed by the County.

8. The County shall maintain ownership of the proposed bridge following construction, and shall be solely responsible for maintenance of the structure in accordance with the standard biannual oversight by Caltrans Division of Structure Maintenance and Investigations.

9. Neither County nor City or any of their officers or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other under or in connection with any work, authority or jurisdiction delegated to either County or City under this agreement. Pursuant to Government Code Section 895.4, County and City shall fully indemnify and hold the others harmless from any liability imposed for injury (as defined by Government Code Section 8 10.8) occurring by reason of anything County or City did or County or City omitted to be done under or in connection with any work, authority, or jurisdiction delegated by this agreement.

10. This agreement may be terminated by either the County or the City upon 60 days prior written notice thereof to the other.

11. For purposes of this agreement, all notices and other communications shall be given to the respective parties at the following addresses, until the same are changed by written notice:

COUNTY OF SANTA CRUZ: THOMAS L. BOLICH, DIRECTOR
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

CITY OF WATSONVILLE: DAVID KOCH, DIRECTOR
CITY OF WATSONVILLE
PUBLIC WORKS AND UTILITIES
P. O. BOX 50000
WATSONVILLE, CA 95077-5000

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized by Santa Cruz County on _____, 2001, and by the City of Watsonville on _____, 2001.

Attest:

COUNTY OF SANTA CRUZ

Deputy Clerk of the Board

Chairman, Board of Supervisors

Attest:

CITY OF WATSONVILLE

Clerk, City of Watsonville

City Manager

Approved as to Form:



Chief Assistant County Counsel

4-5-01

Date

City Attorney, City of Watsonville

Date

Distribution: City of Watsonville Public Works and Utilities Department
 County Counsel
 Santa Cruz County Planning Department
 Santa Cruz County Public Works Department