



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: OCTOBER 2, 2001

September 20, 2001

BOARD OF DIRECTORS

PAJARO STORM DRAIN MAINTENANCE DISTRICT

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: HARKINS SLOUGH PUMP STATION COOPERATIVE AGREEMENT

Members of the Board:

The Pajaro Storm Drain Maintenance District (PSDMD) budget includes \$55,500 for maintenance and replacement of pumps at the Harkins Slough pump station. The current equipment at the pump station is nearing the end of its useful service life.

Under agreement with the PSDMD, the Pajaro Valley Water Management Agency (PVWMA) constructed and operates the Harkins Slough Local Water Supply Project in order to provide for groundwater recharge and water storage for agricultural uses. The PSDMD pump station supplies the necessary water to the PVWMA project; consequently, the PVWMA has a vested interest in continued efficient operation of our pump station.

Due to various factors, Public Works will not be able to prepare the necessary plans and specifications for the replacement of the pumps this year. Because of this, the PVWMA has agreed to undertake and fund the preparation of plans and specifications, competitive bidding, and project inspection and administration. In return, they are proposing that the PSDMD reimburse the PVWMA for the actual contracted construction costs, not to exceed **\$51,869**.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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Attached for your consideration is a cooperative agreement for this project specifying the required participation by both the PSDMD and the PVWMA. Completion of the work in this manner is beneficial to both agencies.

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

1. Approve the attached cooperative agreement for this project.
2. Authorize the District Engineer to sign the agreement on behalf of the District.

Yours truly,




THOMAS L. BOLICH
District Engineer

BHT:mg

Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

copy to: Public Works
 Pajaro Valley Water Management Agency

hkm.wpd

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**AGREEMENT BY AND BETWEEN
PAJARO VALLEY WATER MANAGEMENT AGENCY
AND PAJARO STORM DRAIN MAINTENANCE DISTRICT
FOR MAINTENANCE OF HARKINS SLOUGH PUMP STATION**

This Agreement is entered into this ____ day of _____, 2001, by and between **Pajaro Valley Water Management Agency** (hereinafter referred to as "PVWMA") and the **Pajaro Storm Drain Maintenance District** (hereinafter referred to as "PSDMD") and hereinafter referred to collectively as "the Parties," or individually as a "Party," in order to set forth the mutual obligations of the Parties' with regard to maintenance and repair of the Harkins Slough Pump Station.

RECITALS

- A. WHEREAS, PVWMA is nearing completion of construction of the Harkins Slough Local Water Supply Project, which, when operational, will pump water out of Harkins Slough for later distribution for agricultural use on parcels in the Harkins Slough Project Service Area; and
- B. WHEREAS, PSDMD owns and operates the Harkins Slough Pump Station ("Pump Station"), which is located approximately 30-40 feet upstream from the point at which PVWMA withdraws water from Harkins Slough; and
- C. WHEREAS, PSDMD has determined that the Pump Station is in need of certain maintenance and repair, and has itemized funding in its 2001-20002 Budget for such purposes, but does not have sufficient staff resources to oversee the necessary maintenance and repairs at this time; and
- D. WHEREAS, PVWMA has the staff resources necessary to oversee the necessary maintenance and repair; and
- E. WHEREAS, because both PVWMA and PSDMD rely on efficient and reliable operation of the Pump Station, both Parties would mutually benefit from a joint effort to make the necessary maintenance and repairs; and
- F. WHEREAS, pursuant to California Government Code Section 54980, et seq., PSDMD is authorized to contract with any other local agency for the performance by the latter of municipal services or functions within PSDMD's territory.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. Recitals. The Recitals contained herein are an integral part of this Agreement.

2. Compliance with Laws. PVWMA understands that any work performed under this Agreement must comply with all laws pertaining to PSDMD, including, but not limited to, the prohibition against exceeding the force account limit applicable to PSDMD, pursuant to California Government Code Section 54983 and California Public Contract Code Section 20120, et seq. and 20150, et seq. and Civil Code Section 3247, et seq.
3. Duties of PVWMA. PVWMA will evaluate and provide a work plan of proposed work to be done on the Pump Station, including related cost estimates. The evaluation, plan and cost estimates will be presented to PSDMD for review and approval. Upon approval by PSDMD, PVWMA shall commence the work, with all approved costs for such work to be billed to the PVWMA. All costs for evaluation, preparation of a work plan, review of estimates and administration of the proposed work shall be borne by PVWMA, at no cost to PSDMD.
4. Duties of PSDMD. Upon receipt of a bill for approved work performed by PVWMA pursuant to this Agreement, PSDMD agrees to submit payment to PVWMA within 60 days of receipt of such bill. Total maximum reimbursement by PSDMD to the PVWMA shall not exceed \$51,869. Any increase over this amount shall require prior written approval by PSDMD.
5. Formal Bidding. Pursuant to California Public Contracts Code Sections 20150, et seq., the proposed work shall be let to contract pursuant to formal bidding procedures. PVWMA, or its consultants, shall prepare all necessary bid specifications and construction documents.
6. Use of Pump Station. Nothing in this Agreement shall alter or affect any other agreements, permits, or regulations imposed by either Party, or alter or affect any relationship between the Parties not described in this Agreement.
7. Compliance with CEQA. The maintenance activities to be performed under this Agreement are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. (Cal. Code Regs. Title 14, Chapter 3) Upon execution of this Agreement, both Parties will file a Notice of Exemption in substantially the same form as that attached as Exhibit A to this Agreement, which is hereby incorporated by reference.
8. Indemnification. To the extent permitted by law, PVWMA and PSDMD shall each indemnify and hold the other, its officers, agents, employees, and instrumentalities harmless from any and all losses, damages, and liability of any nature whatsoever and by whomsoever made, arising out of the activities of the Parties, their employees, subcontractors, or agents under this Agreement.
9. Term. This Agreement shall be in effect until PVWMA completes the necessary maintenance and repairs to the Pump Station.

10. Capacity. Each Party represent that it has the legal capacity and standing to enter into this Agreement.
11. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.
12. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a Party to this Agreement.
13. Entire Agreement. This Agreement and any agreements provided for herein constitute the entire understanding between the Parties with respect to the matters set forth herein, and they supersede all prior or contemporaneous understandings or agreements between the Parties with respect to the subject matter hereof, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above referenced.

PAJARO STORM DRAIN MAINTENANCE DISTRICT

By: _____
Thomas L. Bolich, District Engineer

Approved as to form:

By:  9.5.0
District Counsel

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____
Frank W. Capurro, President

Attest

Linda Contreras, Secretary

psdmdagree

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0106

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature) 9/17/01 (Date)

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

1. Said agreement is between the PAJARO STORM DRAIN MAINTENANCE DISTRICT (Agency)
THE PAJARO VALLEY WATER MANAGEMENT AGENCY
and, 36 BRENNAN STREET, WATSONVILLE, CA 95076 (Name & Address)
2. The agreement will provide REIMBURSEMENT OF CONSTRUCTION COSTS TO THE PAJARO VALLEY WATER
MANAGEMENT AGENCY FOR REPAIRS TO THE HARKINS SLOUGH PUMP STATION
3. The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT
4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2002
5. Anticipated cost is \$ 51,869 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CONTRACT \$51,869; OVERHEAD AT 7% \$3,630.83; TOTAL \$55,499.83.
7. Appropriations are budgeted in 622245! 24825! 3596! (Index#) 6610 (Subobject);

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

Appropriations are available and have been encumbered. Contract No. 12609 Date 9/19/01
are not will be

GARY A. KNUTSON, Auditor - Controller

By Adam J. Vily Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the District Engineer to execute the same on behalf of the Public Works Department

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By Carol Smith Date 9/21/01

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Aud'tor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Aud'tor-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 _____

By _____ County Administrative Officer
Deputy Clerk