

DEPARTMENT: Public Works

By: Clifton W. Price

Phone: 966-5356

Facilities Maintenance Manager

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No_X_)

Resolution authorizing cancellation of the Agreement for Providing Maintenance and Repair Services for the Lake Don Pedro Sewer Zone 1; and authorization for the Public Works Director to negotiate and execute a new limited first responder emergency response agreement with the Lake Don Pedro Community Services District (CSD), subject to County Counsel review. In accordance with the provisions of the current agreement, a 90-day notice of cancellation is required.

Specific reasons for this proposed action include:

1. A cost savings of \$1,582 per month while implementing the interim measures required by the California Regional Water Quality Control Board (CRWQCB) in the Adopted Cease and Desist Order No. 94-282.
2. A mandated condition of the implementation of the interim measures is that we have a primary certified, licensed operator working at the Don Pedro Wastewater Treatment Facility. The CSD does not have anyone on staff who has such certification.
3. An emergency first responder agreement is necessary in the event of a system failure, chlorine leak or sewer line break at a time when County staff is unavailable and response time is critical. Such an agreement will need to be in place prior to the expiration of the 90-day cancellation period.

Rates for the emergency responder agreement would be the same as those included in the present maintenance agreement for "Extraordinary Work" as shown on Pages 3 and 4 of the attached agreement.

This recommended action is not intended to be an unfavorable reflection on the CSD's past performance, but is necessary to comply with the CRWQCB mandates and to avoid unnecessary double coverage in the interim until long-term solutions are in place.

There will be no net increase in costs between cancellation of the present agreement, increase in staff coverage and possible use of an emergency response call-out.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The maintenance agreement with the CSD was adopted by the Board of Supervisors on March 9, 1993, as a cost-savings measure. The original intent of the agreement was to save the County the extra costs incurred by time and distance required for travel and County overhead charges.

The CRWQCB Adopted Waste Discharge Requirements Order No. 94-281, Cease and Desist Order No. 94-282 and Water Reclamation Requirements Order No. 94-278 for the Don Pedro Sewer Zone 1 at its September 16, 1994, meeting. As a result of this action by the CRWQCB, the requirements for certified operator coverage has created a situation of double coverage. The savings originally realized by adoption of the CSD's agreement have been negated.

**AGREEMENT
FOR PROVIDING MAINTENANCE AND REPAIR SERVICES
FOR THE LAKE DON PEDRO SEWER ZONE 1**

This Agreement is executed in triplicate by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and LAKE DON PEDRO COMMUNITY SERVICES DISTRICT, a public agency of the State of California, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, COUNTY holds title to the sanitary sewer system serving the Don Pedro Sewer Zone 1, a zone of benefit within the Don Pedro Service Area 1-M, which sewer system consists of a sewage treatment plant, with chlorination facilities, effluent pond, and irrigation disposal system on the adjacent golf course together with a sewage collection system with the following approximate quantities:

20,000 Feet - 6-Inch Asbestos Cement Gravity Collector Line
5,300 Feet - 4-Inch P.V.C. Pressure Pipe (Force Main)
65 Each - Sewer Manholes
8 Each - Sewer Lift Stations with Dual Centrifugal
Sewage Pumps
190 Each - 4-Inch House Laterals; and

WHEREAS, COUNTY staff has disclosed certain deficiencies and problems with said sewer system, and COUNTY is diligently working to correct these deficiencies and problems; and

WHEREAS, DISTRICT owns and operates a water system distributing water for domestic and other purposes in Mariposa and Tuolumne Counties including the area served by said sanitary sewer system and has in its employ persons competent to operate and maintain said sewer system; and

WHEREAS, COUNTY desires that DISTRICT assist in maintaining and operating said sewer system during the term of this Agreement; and

WHEREAS, DISTRICT has indicated a willingness to provide said services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. ENGAGEMENT. DISTRICT will assist COUNTY by performing certain services as a contractor to COUNTY in connection with the operation and maintenance of said sewer system to legally-applicable requirements of COUNTY and public agencies having jurisdiction, such as Waste Discharge Requirements issued by the State Water Quality Control Board. As compensation, COUNTY will pay to DISTRICT the following prices for the work under three categories as follows:

Category No. 1 - Routine Operation and Maintenance

For furnishing, under general oversight from COUNTY, DISTRICT employee supervision, labor, small tools and transportation necessary for routine maintenance, operation and minor repairs of the entire sewer system, compensation will be at the rate of One Thousand Five Hundred Sixty Dollars (\$1,560.00) per month commencing on the date of issuance of a Notice to Proceed by the COUNTY. A minor repair is defined as any single repair of a part of said sewer system which occupies no more than two (2) person-hours for the complete repair. Any repair which requires travel outside of DISTRICT boundaries by DISTRICT staff will be considered extraordinary work as defined further below under Category 3. Said routine maintenance and operation is more specifically described as follows:

Tasks Performed Twice Per/Week:

- a. Inspect plant to be sure it is working properly, including aerators, grinder, diffusers, and other mechanical/electrical equipment. Check for odors, color and other indicators of proper plant operation and adjust as necessary.
- b. Inspect chlorine system for adequate chlorination, chlorine contact time and residual chlorine in final effluent at the pond. Adjust chlorination as required and maintain an adequate and continuous supply of chlorine materials.
- c. Inspect all eight lift stations for good working order and inspect for grease, roots, etc.
- d. Check effluent disposal pond for level to make sure float and irrigation pump are working.
- e. Check time clock, make sure sprinklers are working, check that grass is not too wet and there is no runoff.

Tasks Performed Once Per/Week:

- a. Wash down and clean up plant and surrounding area.
- b. Pump down lift stations to ensure sewage does not go septic and to maintain a clean influent.
- c. Check oil levels in motors and inspect for electrical problems.
- d. Maintain a log of inspections, including detailed descriptions of needed repairs, adjustments and equipment replacements.

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Tasks Performed Once Per Month:

- a. Lubricate pumps and motors in lift stations.
- b. Clean out screens on irrigation sprinklers.
- c. Observe performance of collection system, including force mains, for leaks and inflow/infiltration problems.

Tasks Performed Annually:

- a. Pump and dispose of sludge from plant.

Tasks Performed As Needed:

- a. Spray and cut weeds around treatment plant, effluent pond and lift stations.
- b. Locate and inspect new services and new hookups. COUNTY will continue to perform customer billing, collection of service and hookup fees and will notify DISTRICT at least one day in advance of a proposed new hookup.
- c. Conduct minor repairs when needed.

Category No. 2 - Supplies

Materials, supplies and repair parts will be purchased by DISTRICT and billed to COUNTY at direct cost plus five percent (5%). Direct cost to include invoice price plus all taxes and transportation costs. Approval of the COUNTY Director of Public Works will be required if the amount purchased on any one purchase order exceeds Two Hundred Dollars (\$200.00) direct cost. A summary of expenses and backup documentation shall be provided by DISTRICT to the COUNTY Director of Public Works on a monthly basis.

Category No. 3 - Extraordinary Work

Work required for major maintenance and repairs of sewer system and emergency response not included and compensated under Category No. 1 above will be classed as extraordinary work and separately compensated as set forth herein. Extraordinary work will include, but will not necessarily be limited to, such items as investigating sewer stoppages at customer's homes; rodding, flushing or repairing sewer lines, force mains, laterals or manholes; overhauling or repairing lift station equipment, electrical systems or motors; sludge disposal costs; or cleaning of aquatic weeds and sludge from the effluent pond and similar

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work. The following rates per hour will apply for equipment used in performance of extraordinary work:

HOURLY RATE - EQUIPMENT

(For Equipment Only, Not Operated)

Backhoe	\$40.00/Per Hour
Service Truck	\$25.00/Per Hour
Other Equipment	\$12.00/Per Hour

Example: Compressor
Trench Pump
Welder
Cement Cutter
Other Small Equipment Not Listed

Labor and supervision at the following hourly rates which include all taxes, insurance and fringe benefits:

HOURLY RATE - PERSONNEL

Hourly Labor Rate	\$43.00/Per Hour
Overtime Labor Rate	\$64.50/Per Hour

(Travel time will also be billed at these rates)

Approval of the COUNTY Director of Public Works is required for any extraordinary work estimated to exceed Two Hundred Dollars (\$200.00) direct cost, except in the case of emergency where a delay in authorization would have potential public health, safety or other serious consequences. DISTRICT shall provide a detailed report for any item of extraordinary work to the COUNTY Director of Public Works at the earliest possible time following the work.

- WATER QUALITY TESTING. COUNTY will continue to be responsible for arranging for all required effluent quality sampling, testing and reporting and for payment of costs for same.
- WARRANTS. DISTRICT warrants to COUNTY that DISTRICT personnel are competent to render services identified herein and that the services will be provided in accordance with all applicable laws and State permits issued for said facility.
- PAYMENT. Invoices will be rendered monthly by DISTRICT and payment made by COUNTY within thirty (30) days of invoice date.
- TERM AND EXTENSION. This Agreement continues in effect until terminated. Beginning July 1, 1994, the compensation shall be annually adjusted based on the Consumer Price Index (CPI) as published by the State of California for the past fiscal year. DISTRICT shall

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submit documentation of the CPI and adjusted compensation rate to the COUNTY Public Works Director with the first invoice of the new fiscal year. Either party desiring renegotiation shall so notify other party at least thirty (30) days before end of fiscal year. Both parties have the right to terminate at any time upon ninety (90) days notice. In the event of any adjustment based on CPI for which figures are not published at the time of any invoice, the amount of such adjustment shall be computed and paid by COUNTY to DISTRICT when such figures become available.

6. HOLD HARMLESS. Each of the parties hereto shall be solely liable for its respective negligent or wrongful acts and those of its respective officers, directors, representatives and employees occurring in the performance of this Agreement, and each of the parties shall be liable to pay any and all damages to persons or property proximately caused by such aforesaid negligent or wrongful acts or omissions, without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses proximately caused by the former party's negligent or wrongful acts or omissions; provided that operation by the DISTRICT of the sewage treatment plant as it presently exists with existing facilities and equipment and other existing components shall not be deemed to be a negligent or wrongful act or omission of DISTRICT or of its officers, directors, representatives or employees. COUNTY shall indemnify, defend and hold harmless DISTRICT and its officers, directors, representatives and employees from any and all claims, demands or liabilities arising from any and existing condition of the sewage treatment plant, equipment and/or components.

7. NOTIFICATION. The following are the official notification addresses and contact position for each party:

COUNTY

Director of Public Works
Mariposa County
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338
PH: (209) 966-5356

DISTRICT

Secretary, Ex-Officio
Board of Directors
Lake Don Pedro
Community Services District
9751 Merced Falls Road
La Grange, CA 95329
PH: (209) 852-2331

8. COMPLIANCE WITH STATE LAWS AND REGULATIONS. DISTRICT agrees to comply with all applicable State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to DISTRICT, their contractors, or subcontractors and the work.

9. SEVERABILITY. If any provision of the Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provisions shall become inapplicable and shall be deemed omitted from the Agreement. Such

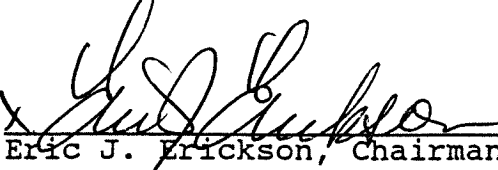
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determination shall not, however, in any way invalidate the remaining provisions of this Agreement, unless it invalidates any provision providing for compensation.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes and cancels any prior written or oral understanding or agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended, altered, or supplemented in any way except by an instrument in writing, signed by the duly authorized representative of the parties that expressly reference this Agreement. No person or entity other than COUNTY and DISTRICT shall obtain any rights or benefits under the Agreement, and no person or entity other than the named parties to the Agreement shall have the right to bring any action or proceeding by reason of any of its terms.

COUNTY OF MARIPOSA

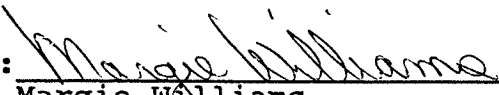
LAKE DON PEDRO
COMMUNITY SERVICES DISTRICT

BY: 
Eric J. Erickson, Chairman

BY: 
NAME: MARY ANN HAARBERG

DATE: 3-11-93

TITLE: CHAIRMAN OF THE BOARD OF DIRECTORS
DATE: FEBRUARY 16, 1993

ATTEST: 
Margie Williams
Clerk of the
Board of Supervisors

ATTEST: 
NAME: LOIS S. DI TORE
TITLE: SECRETARY/TREASURER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Jeffrey G. Green
Mariposa County Counsel

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