

COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY
399 Elmhurst Street • Hayward, CA 94544-1395
(510) 670-5480

AGENDA 18 August 29, 1995

August 18, 1995

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

Subject: Execution of Agreement for the Operation and Maintenance of the Proposed Storm Water Lift Station for the Stratford Village Project in the City of Hayward, California

Recommendation:

It is recommended that your Honorable Board authorize the President of the Board of Supervisors to adopt the attached resolution to execute the agreement for the operation and maintenance of the proposed storm water lift station (SWLS) for the Stratford Village Project in the City of Hayward.

Summary:

The City of Hayward approved the Stratford Village Project, which calls for the construction of a SWLS to provide drainage for the Project into the Alameda County Flood Control District's channel, Zone 3A, Line B. The City has requested that the Flood Control District operate and maintain said SWLS. The District agrees that it would be appropriate for the District to operate and maintain the SWLS provided that the City provides monies to perform the work.

The Agreement requires the District to submit an itemized estimate before December 1 preceding each fiscal year. The City would be required to provide monies no later than March 1 and July 1 for the operation, maintenance, and capital equipment replacement of the SWLS. If the City fails to provide the required funds, then operation, maintenance, and capital equipment replacement of the SWLS will revert to the City.

AGREEMENT

This AGREEMENT, dated this 29th day of August, 1995 by and between the ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as "District", and the CITY OF HAYWARD, hereinafter referred to as "City":

C-96-124

WITNESSETH:

WHEREAS, Chapter 5 of Division 7 of the Government Code of the State of California authorizes and empowers any two or more public agencies to jointly exercise by agreement any powers common to the contracting parties; and

WHEREAS, both parties are authorized by the acts governing them to operate and maintain facilities constructed for the purposes of flood control and the protection of life, limb, and property from the adverse effects of storm waters; and

WHEREAS, City approved the plans for Tracts 6472, 6560, 6683 and 6684 which call for the construction of a Storm Water Lift Station (SWLS) to provide drainage for a developed area adjacent to District's Line B, Zone No. 3A project; and

WHEREAS, City shall be the owner of said SWLS and appurtenances; and

WHEREAS, City has requested District to operate and maintain said SWLS; and

WHEREAS, District has, as a primary mission, the control of flood waters and is qualified to operate and maintain said SWLS as a minor part of District's overall program; and

WHEREAS, operation and maintenance by District will result in more dependable storm water management; and

WHEREAS, SWLS is designed with the potential for future expansion to be able to serve a large area of the Zone No. 3A watershed, such as the Tennyson-Alquire area and the Georgian Manor Mobile Home Park, which is a primary factor in District becoming involved with the operation and maintenance of the SWLS; and

WHEREAS, District concurs with the proposal to maintain the SWLS subject to the City providing District with the monies to operate, maintain and to provide a fund for capital equipment replacement and for modifications that may become necessary for the normal and safe performance of the SWLS.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived, the parties hereby agree to the following:

Upon City approval of Tract 6472 improvements as being completed

City Shall:

- 1) Upon execution of this agreement, remit \$20,000.00 to District, this sum being the estimated initial cost to cover the maintenance and operation cost of the SWLS for one year after a maintenance district has been established. Thereafter, City agrees, no later than March 1 and July 1 of each succeeding year to deposit with District, in equal installments, the monies to operate and maintain the SWLS and to provide for a long term capital equipment replacement fund for the SWLS based on the itemized estimate of cost as outlined in item (11) of this agreement. Notwithstanding the foregoing, if the funds to be deposited with District are derived by an assessment collected by the County as part of the property tax bill, City will only be obligated to pay by March 1, the funds due to the district that City has received from the assessment collected by the County; City shall pay the remaining funds owed to the district by July 1, of the same year, however, City will not be obligated to meet the dates setforth in this paragraph where the delay is caused by the failure of the County to collect the subject money and remit to City at least three weeks prior to the committed dates (March 1 or July 1) in which case City agrees to transmit the money to District within 30 days after receipt from the County.
- 2) Recognize that unforeseen/emergency repairs, equipment replacement or modifications necessary to keep SWLS in normal and safe operating conditions may arise. City shall reimburse District for all expenses related to such work. If the monies deposited in the capital equipment replacement fund are inadequate to cover such expenses, City shall deposit the amount owed for such work with the District at the next regularly scheduled annual remittance dates through two equal installments. The monies deposited for this purpose shall be in addition to the annual maintenance and operation cost.
- 3) Furnish or cause to be furnished to District all the necessary as-built drawings of the improvement plans, schematics and blueprints, complete sets of maintenance/operations and repair manuals, and properly prepared diagrams of all installed electrical, mechanical, plumbing and cathodic protection equipment and fixtures.

- 4) Deliver to District all the necessary tools and minor equipment considered to be part of the installation, unique to the installation, and/or furnished by the manufacturers as part of the installed machinery and equipment in the SWLS; including complete list of parts numbers and descriptions; complete critical parts list as well as list of all manufacturers, vendors/suppliers, along with their addresses, telephone numbers and names of contact persons.
- 5) Furnish to District the guarantees for all construction works, parts and materials to be in effect for one year after City's formal acceptance of the SWLS and the guarantees for all operational equipment to be in effect for at least two years after City's formal acceptance of the SWLS.
- 6) Save, hold harmless, defend and indemnify District from any and all liabilities and claims for damages or suits, or both, for or by reason of, any action of City or its agents arising out of this agreement.
- 7) Convey to District, all rights, title and interest to the portion of City-owned property where the access road, from Pacheco Way to the site, will be constructed for the purpose of maintaining and operating the SWLS, as well as District flood control facilities as shown on Exhibit "A" which is attached to and made a part of this agreement.

Convey title at no cost to District, with the exception that City will not provide title insurance on subject property.

- 8) Provide funds as stated in (1) and (2) above. If City fails to provide funds, District will serve a notice of default. When served a written notice of default for failure to pay such monies as are due under this agreement, City shall have a 90-day period, commencing from the date notice of default is received to cure the default. If the default is cured within the 90-day period, District shall continue to operate the SWLS as provided for in this agreement. If the default is not cured within the 90-day period, City will assume the operation and maintenance of SWLS. District will convey to City all rights, title and interest to the portion of this subject property, shown on Exhibit "B", which is attached to and made part of this agreement. District shall also convey rights of access to the SWLS and to the outfall structures as shown on Exhibit "C", which is attached and made a part of this agreement.

Upon City approval of Tract 6472 improvements as being completed

District shall:

- 9) Upon execution of this agreement, maintain and operate the subject SWLS within its designed capabilities as part of its overall flood control program and accept the transfer of rights, title and interest in access road upon the completion of all the conditions listed above.
- 10) Save, hold harmless, defend, and indemnify City from any and all liabilities and claims for damages or suits, or both, for and by reason of any actions of District, or its agents arising out of this agreement.
- 11) Furnish City no later than December 1 of each year an itemized estimate of the cost to operate, maintain and supplement the capital equipment replacement fund for the fiscal year commencing on July 1 of the following year. The ENR Construction Cost Index shall be used as a guideline in determining annual cost increases or decreases.
- 12) Provide City with written notice for additional funding if the capital equipment replacement fund for the SWLS is inadequate to cover unscheduled/emergency repairs, equipment replacement or modifications that are found by District to be necessary for the normal and safe performance of the SWLS. District will have the work done and will provide funding to complete such work with the understanding that City will reimburse District as noted in item (2) above.
- 13) If the SWLS is relinquished to City as stipulated in item (8), above, District agrees to remit to City all unexpended funds presently on deposit within 90 days after City assumes the responsibility of maintaining and operating the SWLS.
- 14) If the SWLS operation and maintenance is assumed by City, District agrees to convey back to City an easement or other entitlement to utilize the property upon which the discharge conduits and structures are located as shown on Exhibit "C", this being for the purpose of maintenance, repair and replacement.
- 15) Convey to City a storm drain easement for that portion of City-owned 36-inch diameter storm drain system upstream of SWLS on District property up to and including the storm water inlet located approximately 140 feet south of Pacheco Road on the SWLS access driveway. Pertinent plat with accompanying legal description is to be prepared by the City.

This agreement shall be subject to modification only by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto, thereunto duly authorized have executed this agreement the day and year first above written.

CITY OF HAYWARD

ALAMEDA COUNTY FLOOD CONTROL
WATER CONSERVATION DISTRICT

By Jesús Armas
Jesús Armas
City Manager

By Gail Steele
Gail Steele
President, Board of Supervisors

Approved as to form:

KELVIN H. BOOTY, JR.
COUNTY COUNSEL

By Michael O'Toole
Michael O'Toole
City Attorney

By [Signature]
Deputy

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the Alameda County Flood Control and Water Conservation District, by a majority vote of the Board on AUG 29 1995, 1995, and that a copy has been delivered to the President as provided by Government Code Section 25103.

Dated: AUG 29 1995

DARLENE BLOOM, Interim Clerk, Board
of Supervisors, Alameda County Flood
Control and Water Conservation District,
State of California



By Darlene Bloom
Deputy

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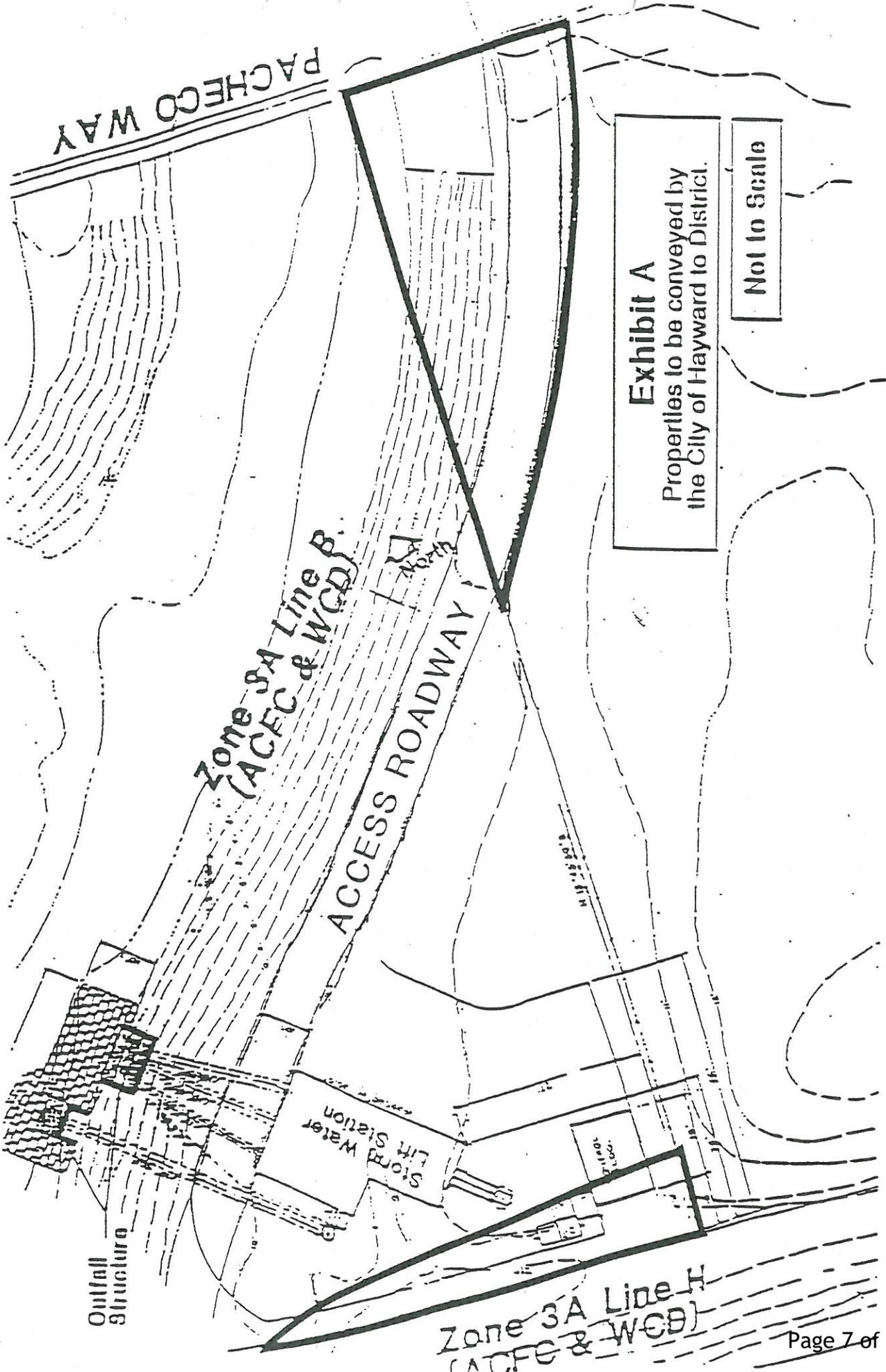


Exhibit A
 Properties to be conveyed by
 the City of Hayward to District.

Not to Scale

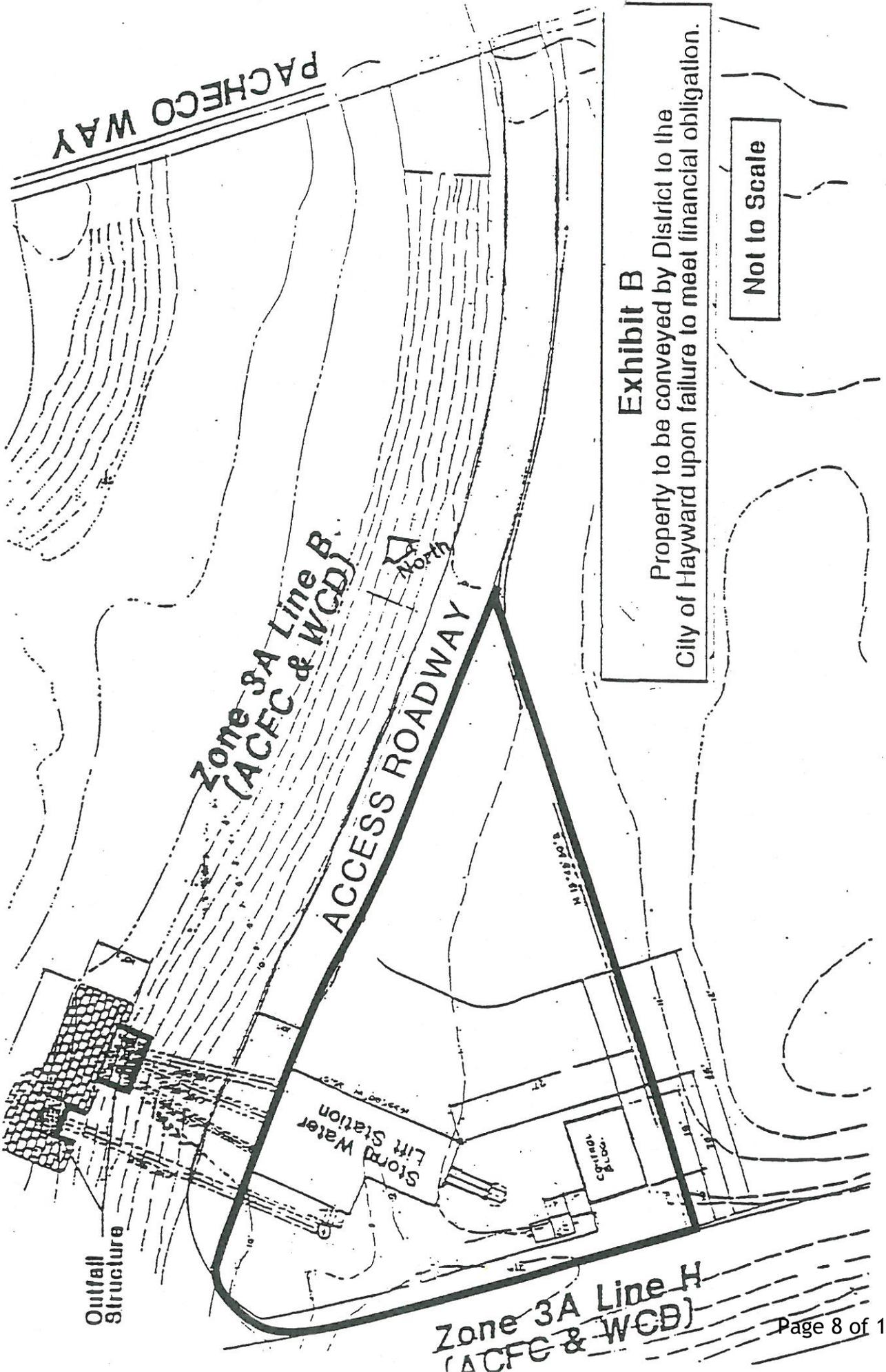


Exhibit B
 Property to be conveyed by District to the
 City of Hayward upon failure to meet financial obligation.

Not to Scale

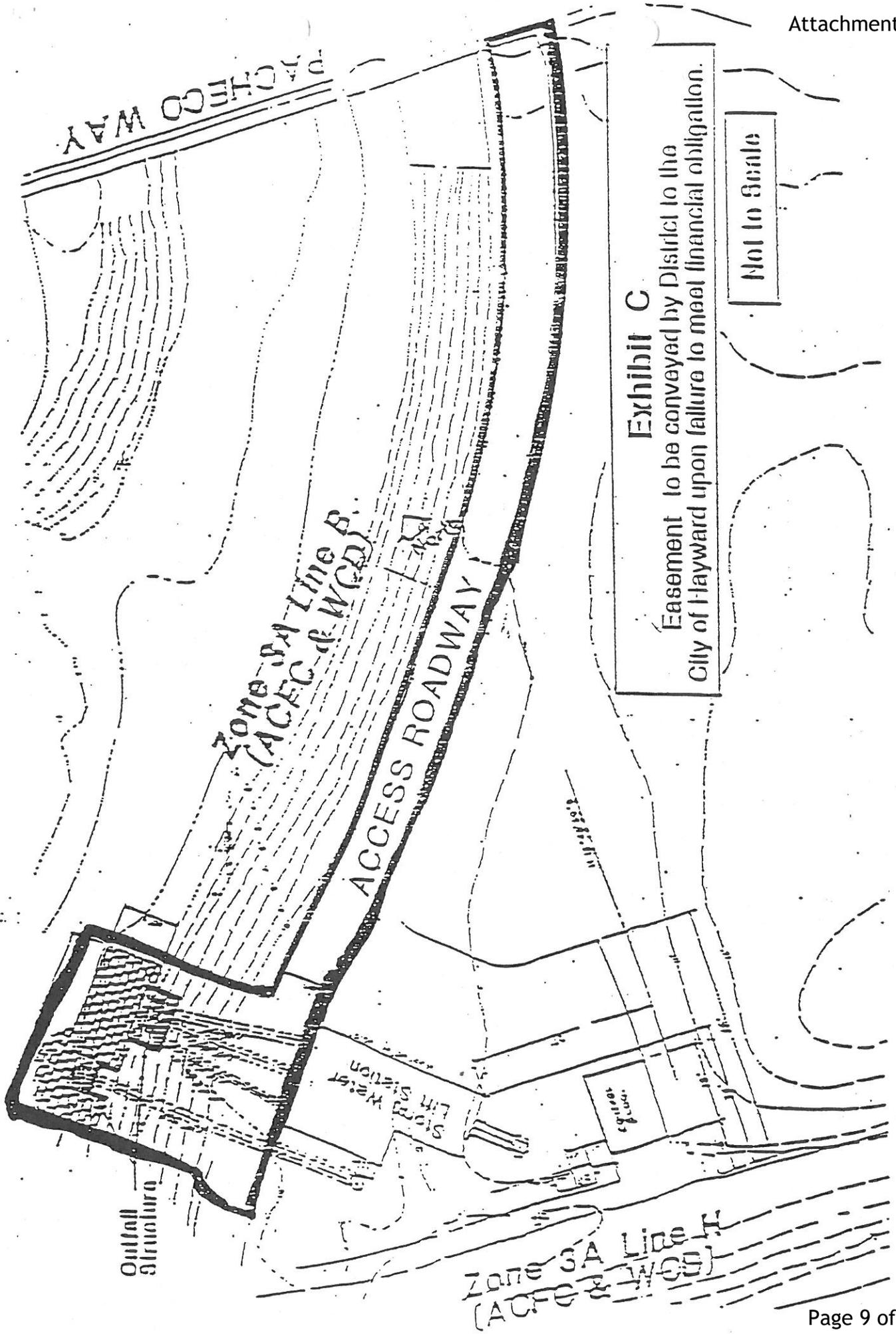


Exhibit C

Easement to be conveyed by District to the City of Hayward upon failure to meet financial obligation.

Not to Scale

THE FOREGOING was PASSED and ADOPTED by the following vote of the Alameda County Board of Supervisors this 29th day of August, 1995, to wit:

AYES: Supervisors Campbell, Carson, Chan, King and President Steele - 5

NOS: None

EXCUSED: None

Gail Steele

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Darlene J. Bloom, Acting Clerk
Board of Supervisors

By: *Rosalinda K. Caballero*
Deputy

File: 9317

Agenda No: 18

Document No: Reso #R-96-87

Cont #C-96-122



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

DARLENE J. BLOOM, Acting Clerk of the Board of Supervisors

By: *Rosalinda K. Caballero*
Deputy

KELVIN H. BOOTY, JR., County Counsel

By *[Signature]* Deputy

THE BOARD OF SUPERVISORS OF THE ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, STATE OF CALIFORNIA

RESOLUTION NUMBER: R- 96-87

STRATFORD VILLAGE STORM WATER LIFT STATION

WHEREAS, the City of Hayward approved the plans for the Stratford Village Project, Tracts 6472, 6560, 6683 and 6684.

WHEREAS, said approval called for the construction of a storm water lift station (SWLS) to provide drainage of Stratford Village Project into the Alameda County Flood Control District's channel, Zone 3A, Line B; and

WHEREAS, the City has requested that the District operate and maintain the SWLS; and

WHEREAS, the District agrees that it would be appropriate for the District to operate and maintain the SWLS provided that the City provides monies to perform the work; and

WHEREAS, an agreement has been entered into by the City that provides for the City to submit the above referenced monies to the District for operation, maintenance, and a capital equipment replacement fund; and

WHEREAS, the Agreement requires the District to submit an itemized estimate before December 1 preceding each fiscal year and for the City to provide monies no later than March 1 and July 1 for the above discussed work; and

WHEREAS, the Agreement also states that if the City fails to provide the required monies, then operation, maintenance, and capital equipment replacement will revert to the City;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approve the Agreement, and the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement on behalf of the County of Alameda.

B27253

STORM WATER LIFT STATION
STRATFORD VILLAGE PROJECT

LOCATION MAP

