

RESOLUTION NO. 11-88

RESOLUTION ACCEPTING AND AUTHORIZING EXECUTION OF AGREEMENT
RELATED TO THE MAINTENANCE AND OPERATION SERVICES
OF MEMBER AGENCY FACILITIES (CITY OF HALF MOON BAY)

RESOLVED, by the Board of Directors of the Sewer Authority
Mid-Coastside, San Mateo County, California, that

WHEREAS, there has been presented to this Board an
Agreement, by and between the City of Half Moon Bay and this
Authority entitled, "Agreement for Maintenance and Operation
Services Between City of Half Moon Bay and Sewer Authority
Mid-Coastside" (herein "Agreement"), pursuant to which this
Authority will operate and maintain said member agency's
sewerage system;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED and ORDERED
as follows:

1. Said Agreement is hereby approved and the Chairman is
authorized and directed to execute same on behalf of this
Authority and the Secretary is authorized and directed to
countersign same.

2. The Secretary is hereby directed to transmit an
executed copy of the Agreement to said member agency.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside at a regular meeting thereof held on the 25th day of April, 1988, by the following vote:

AYES: BEDESEM, SCHUETRUM, OKONEK, ERIKSEN, FOGLI, GIDDINGS

NOES: NONE.

ABSENT: PATRIDGE

ABSTAIN: NONE.

Helen R. Bedesem

Chairman

COUNTERSIGNED:

Bonnie A. Mayhew Okonek
Secretary

(Section V)

done please!

AGREEMENT
FOR MAINTENANCE AND OPERATION SERVICES
BETWEEN
THE CITY OF HALF MOON BAY
AND
SEWER AUTHORITY MID-COASTSIDE

This Agreement is made and entered into this 3RD day of May, 1988, by and between the City of Half Moon Bay, a California public corporation (hereinafter referred to as "MEMBER AGENCY") and Sewer Authority Mid-Coastside, a California public entity (hereinafter referred to as "SAM").

WHEREAS, MEMBER AGENCY owns, and causes to be operated and maintained, a wastewater collection system, hereinafter referred to as the "Sewerage Collection System", which provides for the collection of sanitary sewage within MEMBER AGENCY boundaries, which sewage is then conveyed to interceptor, treatment and disposal facilities owned and operated by SAM; and

WHEREAS, MEMBER AGENCY has heretofore contracted with SAM, by agreement entitled "Agreement for Maintenance and Operation Services Between the City of Half Moon Bay and Sewer Authority Mid-Coastside, dated September 6, 1983, whereby SAM operates and maintains MEMBER AGENCY's Sewerage Collection System on behalf of MEMBER AGENCY;

WHEREAS, MEMBER AGENCY desires to continue to contract with SAM for the provision of such operation and maintenance services, and SAM desires to continue to provide such services;

WHEREAS, the parties desire to enter into an agreement related thereto in place of the agreement referenced above.

WHEREAS, the public interest, convenience and necessity will be served thereby;

NOW THEREFORE, the parties do hereby agree as follows:

I

ENGAGEMENT

MEMBER AGENCY hereby engages SAM to provide the services herein described, and SAM agrees to provide said services, all upon the terms and conditions set forth herein.

II

FACILITIES TO BE MAINTAINED

The Sewerage Collection System to be operated and maintained by SAM consists of the entire wastewater collection system owned by the MEMBER AGENCY. If MEMBER AGENCY has not already done so, it shall provide SAM with maps delineating the Sewerage Collection System, and shall make available to SAM its past records, if any, related to the maintenance of the Sewerage Collection System in order to assist SAM in providing the services hereunder.

III

TERM OF AGREEMENT

SAM shall be obligated to provide the services herein described, and MEMBER AGENCY shall be obligated to compensate SAM for the same, commencing July 1, 1987, for Fiscal Year 1987-88; for fiscal years thereafter, such obligations shall commence for the fiscal year following written notice from MEMBER AGENCY to SAM that MEMBER AGENCY has approved, pursuant to Section V hereof, the annual budget for the fiscal year, and the delivery of written notice from SAM to MEMBER AGENCY stating that SAM is ready to commence providing the services specified.

This Agreement shall continue in full force and effect and shall govern all transactions between the parties hereto until terminated pursuant to Section IV or V of this Agreement.

IV

TERMINATION

This Agreement may be terminated by either party, either with or without cause, upon providing ninety (90) days written notice to the other party by registered mail. The effective date of termination shall be ninety (90) days from the date of mailing the notice.

In the event of termination, SAM shall transfer to MEMBER AGENCY all inventoried collection system parts not used by SAM for the benefit of MEMBER AGENCY, subject to reimbursement to SAM at SAM's costs, for any such parts not yet paid for by MEMBER AGENCY. In addition, SAM shall make an accounting for services to be rendered to MEMBER AGENCY through the effective date of termination, MEMBER AGENCY to pay for services rendered through said date, with SAM refunding any advance payments for services not rendered as a result of the termination.

V

BUDGET APPROVAL

SAM shall, no later than March 31 of each year that this Agreement is in effect, submit a budget to MEMBER AGENCY which will outline the costs of, and under which SAM shall provide, the services described herein for the succeeding fiscal year. As soon as is practicable, but in no event later than the June 15 following receipt of the proposed budget, MEMBER AGENCY shall review and approve said budget. If either party shall fail to take the action described in this Section on or before the dates specified herein, then the other party may, upon one hundred twenty (120) days written notice, terminate this Agreement. During this one hundred twenty (120) day period, MEMBER AGENCY may elect to continue to receive service. In such event, such service shall be provided at the previous year level, and MEMBER AGENCY shall pay for such service at the previous year rate.

VI

SCOPE OF SERVICES

The services to be provided by SAM to MEMBER AGENCY shall be as set forth in "ATTACHMENT A" appended hereto, and may include such additional services as may be agreed upon in writing by the parties from time to time.

VII

COMPENSATION

Compensation paid to SAM by MEMBER AGENCY shall be in accordance with a fee schedule set forth in the budget for each fiscal year.

VIII

METHOD OF PAYMENT

SAM shall bill MEMBER AGENCY for its services in monthly installments, in advance, based upon the amount of compensation required under Section VII hereof. The amount set forth on a bill shall be due and payable by not later than the last day of the month (the "due date") for which the bill was rendered, and if its not paid in full by the due date, interest shall be payable on the unpaid portion thereof, such interest to be calculated from the due date in accordance with the Agreement Creating the Sewer Authority Mid-Coastside, dated February 3, 1976, as amended, but in no case shall interest paid exceed the rate prescribed by law.

Should unexpected expenses arise which exceed amounts budgeted, SAM shall obtain written authorization from MEMBER AGENCY prior to incurrence of such expenses. Should a cost savings be realized from amounts budgeted, MEMBER AGENCY shall be credited with said amount differential. Any such adjustments to compensation shall be agreed upon by the parties and billed or credited separately, in accordance with a separate payment schedule also to be agreed upon by the parties.

IX

AMENDMENT; WAIVER

This Agreement may be amended or modified only by written agreement signed by the parties hereto. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision.

X

INDEMNIFICATION

SAM, at its sole cost and expense and at no cost or expense to MEMBER AGENCY, shall defend, indemnify and save MEMBER AGENCY, its officers, directors, agents, servants and employees, harmless from and against any and all liability, claims, damages, losses and expenses, arising out of or resulting from SAM's performance under this Agreement, provided that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death of any person, including but not limited to persons employed by SAM, or to injury to or destruction of real or personal property, including loss of use resulting therefrom; and (b) is caused in whole or in part by a negligent or intentional act or omission of SAM and anyone directly or indirectly employed by SAM, or by anyone for whose acts SAM may be liable.

SAM shall furnish evidence to MEMBER AGENCY that MEMBER AGENCY and its officers, directors, agents, servants and employees, are additional named insureds on all insurance obtained by SAM for services to be provided under this Agreement, which insurance shall, at a minimum, include workers' compensation coverage, public liability and property damage liability coverage of not less than \$500,000 for each person and \$1,000,000 for each incident, and thirty (30) days notice to MEMBER AGENCY of termination, cancellation, non-renewal, or change in said coverage, or change in the carrier.

In the event that SAM has duly notified MEMBER AGENCY of an item of maintenance, repair or replacement that is not within SAM's obligation to maintain, repair or replace under this Agreement or not within the monetary limits for which SAM is obligated to provide the maintenance, repair or replacement, then MEMBER AGENCY, at its sole cost and expense and at no cost or expense to SAM, shall defend, indemnify and save SAM, its officers, directors, agents, servants and employees, harmless from and against any and all liability, claims, damage, losses and expenses arising out of or resulting from MEMBER AGENCY's failure to timely perform such maintenance, repair or replacement or to otherwise provide the funds to SAM in order that SAM is able to perform such service on MEMBER AGENCY's behalf.

MEMBER AGENCY shall furnish evidence to SAM that SAM and its officers, directors, agents, servants and employees, are additional named insureds on all insurance obtained by MEMBER AGENCY related to its Sewage Collection System, which insurance shall, at a minimum, include public liability and property damage liability coverage of not less than \$500,000 for each person and \$1,000,000 for each incident, and thirty (30) days notice to SAM of termination, cancellation, non-renewal or change in said coverage, or change in the carrier.

XI

ENTIRE AGREEMENT

This Agreement, including its attachments as referred to herein, embodies the whole agreement of the parties. This Agreement supersedes all previous communications, representations or agreements between the parties hereto, including that certain agreement, entitled "Agreement For Maintenance and Operation Services Between the City of Half Moon Bay and Sewer Authority Mid-Coastside, dated September 26, 1983.

XII

PARTIAL INVALIDITY

If any part, term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the validity of the remaining parts, terms or provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if this Agreement did not contain the particular part, term or provision declared invalid or unenforceable.

XIII

INDEPENDENT OPERATIONS

The parties hereto expressly agree that the operation and maintenance by SAM of its wastewater interceptor, treatment and disposal system is independent of the operation and maintenance by SAM of MEMBER AGENCY's Sewerage Collection System.

XIV
NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested and postage prepaid.

Notices required to be given to MEMBER AGENCY shall be addressed as follows:

HONORABLE CITY COUNCIL
CITY OF HALF MOON BAY
CITY HALL
501 MAIN STREET
HALF MOON BAY, CA 94019

Notices required to be given to SAM shall be addressed as follows:

SEWER AUTHORITY MID-COASTSIDE
P. O. BOX 682
HALF MOON BAY, CA 94019

In witness whereof, the parties have executed this Agreement as of the date first above written.

CITY OF HALF MOON BAY

SEWER AUTHORITY
MID-COASTSIDE

By *Normi Patridge*
Mayor:

By *Helen F. Pedersen*
Chairman

ATTEST:

COUNTERSIGNED:

By *Stephena R. Quest*
Clerk:

By *Bonnie A. Maybury Cook*
Secretary

ATTACHMENT A

The services provided by SAM are divided into two categories: Basic Services and Extended Services, all as described below.

The MEMBER AGENCY shall continue to pay its own utility bills; such bills are not a part of the Agreement.

BASIC SERVICES

Overview:

Basic Services are offered primarily as a preventative maintenance program for sewer lines and associated manholes. Basic Services include general inspection of lift stations but exclude detailed maintenance activity. Only minor repairs or replacement of defective parts (i.e., the entire cost of which, excluding overhead, is less than \$2,500.00 per occurrence) are included hereunder, unless the damage or defect is caused by negligent or poor workmanship of a SAM employee, in which case such dollar limit shall not apply. Any major repair or replacement (i.e., the entire cost of which is in excess of \$2,500.00) does not qualify as Basic Services. In addition, when the MEMBER AGENCY has exhausted the total funds budgeted for repairs, further non-emergency repairs do not qualify as Basic Services.

When a Basic Service repair is required under emergency conditions, SAM will make such repair immediately and inform the MEMBER AGENCY. MEMBER AGENCY shall, within 30 days upon SAM's rendering of an itemized billing therefor, reimburse SAM for all costs SAM has incurred in making such repair if the cost exceeds \$2,500.00 or the MEMBER AGENCY budgeted funds are exhausted.

The public sewer line maintenance crew will be available for emergency response on a seven-day week, 24-hour per day basis.

Scope of Services to be Provided:

1. Cleaning of all public sewer lines, at a minimum of one time per year, using a high-pressure cleaner.
2. Inspection and cleaning of manholes as required.
3. Servicing of areas identified by the parties to be "trouble areas" on a monthly basis.

4. Make emergency service repairs immediately, as required, and inform the MEMBER AGENCY. If cost exceeds \$2,500 limit or the MEMBER AGENCY'S budgeted funds are exhausted the MEMBER AGENCY will reimburse SAM for the repairs within 30 days upon SAM's rendering to the MEMBER AGENCY of an itemized billing therefore.
5. Respond to and unplug clogged public sewer lines, including lateral sections that are in public rights of way. Repairs and maintenance would be in conformance with MEMBER AGENCY'S regulations.
6. Under non-emergency conditions, SAM will not initiate, without MEMBER AGENCY'S prior, written approval, any sewer line or manhole maintenance, repair or replacement when the estimated costs for such exceeds \$2,500.00, or the MEMBER AGENCY'S budgeted amount is exhausted.
7. Respond to user complaints. Radio communication is available to provide ready contact to the Field Crew for response to user calls.
8. General inspection of lift and pump stations; performance of landscape maintenance to maintain the stations' acceptable appearances. cursory inspection of lift and pump stations on a daily basis.
9. Reporting of maintenance and operation activities to each of the SAM member agencies on a monthly basis. Such activity reports will address the following items:
 - Feet of public sewer line cleaned for each member agency.
 - Manhole inspections.
 - Plugged sewer responses and disposition of each with location indicated.
 - User complaints, covering source of complaint, the nature of the complaint and the disposition of or recommendation for disposition of complaint.
 - Areas which cannot be inspected/cleaned.
 - Sewerline/manhole failures and repairs accomplished.

10. SAM will cooperate with the MEMBER AGENCY by supplying whatever information SAM has gathered in order to prepare recommendations to the MEMBER AGENCY, including emergency situations.
11. Notify the MEMBER AGENCY of any situation which comes to the attention of SAM, as a result of its provision of Basic Services under the Agreement, which needs the attention of the MEMBER AGENCY and is beyond the scope of the Basic Services to be provided by SAM under the Agreement.

EXTENDED SERVICES

Overview:

Extended Services are offered as a preventative and repair maintenance program for MEMBER AGENCY lift stations (which, for purposes hereof includes grinder pumps). Extended Services include all lift station maintenance, repairs and replacement tasks when the cost of such, except in the case of emergencies, does not exceed \$4,000.00, excluding overhead, up to the total budget amount. This program includes 24-hours per day, seven-days per week, emergency response coverage. Actual cost will be accounted for and charged against the MEMBER AGENCY, to be reconciled at the end of the then current fiscal year. At that time the respective balances will be reviewed. In the event there is a credit balance in favor of the MEMBER AGENCY, the MEMBER AGENCY may elect to be forthwith paid such balance or to have it carried forward as a credit against its budgeted amounts under this Agreement for the next fiscal year. In the event there is a debit balance in favor of SAM, it shall be forthwith paid by the MEMBER AGENCY upon billing thereof. SAM will continue to work with the MEMBER AGENCY, even if the cost exceeds \$4,000.00.

Extended Services, other than those spelled out and agreed to in the annual budget, may include administrative services to be rendered on behalf of member agencies by appending to the Agreement.

Scope of Services to be Provided:

1. Provision of preventative maintenance of lift stations according to factory recommended specifications. SAM will make available prepared written instructions and performance check-off lists. Verification that the work has been performed will take place as described in Paragraph 5 below.

2. Performance of all necessary repair and maintenance work necessary to keep each lift station operating at its current quality level, subject to the exceptions noted in Paragraphs 3 and 4 below. If the MEMBER AGENCY performs a capital improvement to a lift station, SAM will maintain the lift station to the new quality level.

3. Under non-emergency conditions, SAM will not initiate, without MEMBER AGENCY'S prior written approval, any lift station maintenance, repair or replacement when the estimated costs for such exceeds \$4,000.00, or the MEMBER AGENCY'S budgeted amount is exhausted.

4. When a lift station maintenance, repair or replacement is required under emergency conditions, SAM will make such maintenance, repair or replacement immediately and inform the MEMBER AGENCY. MEMBER AGENCY shall within thirty (30) days, upon SAM's rendering of an itemized billing therefor, reimburse SAM for all costs it has incurred in making such maintenance, repair or replacement if the costs exceed \$4,000.00, or the MEMBER AGENCY'S budgeted amount is exhausted.

5. SAM will provide the following reports to each of the SAM member agencies:

(a) Immediate Action Report

This will be a notice to a member agency that a capital repair or replacement is necessary on a timely basis to prevent a major pump station failure. If the situation is urgent, this report will be preceded by immediate notification upon detection of the problem.

(b) Monthly Lift Station Maintenance Report

This report shall contain:

- (i) a balance sheet showing expenditures on behalf of member agency, year to date expenditures, total annual budget amount, and annual budget amounts unexpended, and a summary of intended repair expenses, for:
 - A. lift station parts.
 - B. lift station contractual services.
- (ii) a summary report for collection mechanic hours.

- (iii) an update of annual summary report for collection mechanic hours.
- (iv) an update of annual detail report of lift station maintenance hours specific for each member agency and each lift station.
- (v) a detail and summary reports for each member agency regarding:
 - A. incomplete work orders.
 - B. complete work orders.
 - C. part receipts.

(c) Annual Report

This report, at the end of each fiscal year, will provide to each member agency a summary of work performed. The summary will include a listing of all repair and replacement work performed, total man-hours spent in each member agency lift station, money spent in vendor services and parts purchased for the year.

(d) Other Reports

Other reporting includes a monthly Collection System Matters report to the Regional Board in the SAM Monthly NPDES Report and, in the event of a lift station overflow, Overflow Reports. In the case of an overflow, the member agency also will be immediately advised.

(e) Inventory Report

SAM will provide quarterly inventory reports describing common spares stocking and member agency specific stocking.

(f) Special Reports

By agreement between SAM and a member agency, a special report will be prepared by SAM and provided to the member agency in accordance with the terms and conditions of the Agreement.

6. Provision of administrative services on behalf of the MEMBER AGENCY. Such administrative services shall consist of the following; and shall be performed and charged for at the hourly rates as set forth in the annual Collection System Budget:

(a) Connection Permit Review

Review of sewer connection permit applicant's plans for proper identification of intended use and a review of MEMBER AGENCY'S collection system plans for availability of sewer service. Inspection of intended site location will be made for identification of appropriate conditions. All of the above will be summarized in a letter to the MEMBER AGENCY, with recommendations.

(b) Plan Review

Review of documents submitted by MEMBER AGENCY related to planning permit applications for review and recommended conditions of approval, and response to questions asked by the MEMBER AGENCY related thereto provided they are within the scope and ability of SAM to respond and under terms to be agreed upon by SAM and the MEMBER AGENCY.

(c) Connection Inspections

Provide inspection of those lateral sections and clean outs installed in public rights of way and all connections to the public sewer lines of the MEMBER AGENCY. Inspection would be for conformance with the rules and regulations of the MEMBER AGENCY.

(d) Other Administrative Services

SAM will, subject to supplemental agreement and budgeting therefor, undertake additional administrative services, such as the inspection of public sewer main extensions, under terms to be agreed upon by SAM and the MEMBER AGENCY.

7. Notify the MEMBER AGENCY of any situation which comes to the attention of SAM, as a result of its provision of Extended Services under the Agreement, which needs the attention of the MEMBER AGENCY and is beyond the scope of the Extended Services to be provided by SAM under the Agreement.