

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA #: \*C-3

AGENDA DATE: June 28, 2016

**SUBJECT:**

Approval of the Contribution Agreement between the County of Stanislaus and the City of Newman for the West Mariposa Street Water Line Extension Project

**BOARD ACTION AS FOLLOWS:**

No. 2016-343

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Vice-Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST: Elizabeth King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. C-03-A-7

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

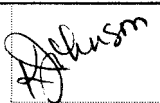
DEPT: Public Works

Urgent

Routine

BOARD AGENDA #: \*C-3

AGENDA DATE: June 28, 2016



CEO CONCURRENCE:

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of the Contribution Agreement between the County of Stanislaus and the City of Newman for the West Mariposa Street Water Line Extension Project

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**STAFF RECOMMENDATIONS:**

1. Approve the Contribution Agreement between the County of Stanislaus and the City of Newman for the West Mariposa Street Water Line Extension Project.
2. Authorize the Chairman of the Board to execute the Contribution Agreement.

**DISCUSSION:**

Drought conditions have dramatically lowered the groundwater table in the area around West Mariposa Street just west of the City of Newman (City) and the residents have been affected by dry wells. Of the 13 households in the proposed project area, five residents have been forced to resort to temporary storage tanks to supply water to their households. The community members became concerned due to the number of households obtaining water storage tanks and options for a community wide permanent solution became a priority. Self-Help Enterprises (SHE), a non-profit organization dedicated to developing disadvantaged communities in rural areas, assisted the community residents in obtaining the water storage tanks through the County Office of Emergency Services. Additionally, SHE offered to assist the community in seeking a permanent solution and funding assistance. Since the community is within close proximity to Newman's city limits, the most viable option at this time is to connect the affected homes to the City's water system. The community as a whole has expressed support to extend water service from the City.

The West Mariposa Street Water Line Extension Project will extend the City's existing water system beyond City limits, about 1,200 linear feet, down West Mariposa Street with an 8 inch water main. This will provide a water supply to the 13 homes with non-functioning wells.

The City, along with SHE, are applying for the United States Department of Agriculture (USDA) Emergency Community Water Assistance Grant (Grant). If awarded, the cost of this project will be fully reimbursed.

The attached Contribution Agreement between the County and City facilitates cooperation between the two agencies for the design and construction phases of the West Mariposa Street Water Line Extension Project. The County will provide the project design plans, specifications,

Approval of the Contribution Agreement between the County of Stanislaus and the City of Newman for the West Mariposa Street Water Line Extension Project

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bidding, awarding, construction management of the project, and will perform all aspects of the project in close coordination with the City, including a Local Agency Formation Commission application for Out of Boundary water service. The City will act as the lead agency on the Grant application and will coordinate project reimbursement and administration with support from SHE.

**POLICY ISSUE:**

The Board of Supervisors must approve all agreements with other governmental agencies.

**FISCAL IMPACT:**

The project cost is \$454,290. Should the City be awarded the Grant, project costs will be reimbursable via a grant funding agreement between the City and the USDA. However, if the USDA does not award the Grant to the City, the project will not proceed and the residents will be required to find an alternative source of funding for the project.

<b>Cost of recommended action:</b>		\$ 454,290
<b>Source(s) of Funding:</b>		
USDA Grant	\$ 454,290	
<b>Funding Total:</b>		<u>454,290</u>
<b>Net Cost to County General Fund</b>		<u><u>454,290</u></u>

<b>Fiscal Year:</b>	2016-2017
<b>Budget Adjustment/Appropriations needed:</b>	No

**Fund Balance as of**

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and Effective Partnerships by entering into an Agreement with the City of Newman to provide needed water infrastructure to an existing unincorporated disadvantaged community.

**STAFFING IMPACT:**

Public Works staff will oversee the design and construction phases of this project.

**CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153

**ATTACHMENT(S):**

1. Contribution Agreement

**CONTRIBUTION AGREEMENT FOR THE W. MARIPOSA STREET WATER LINE  
EXTENSION PROJECT FUNDED BY A USDA GRANT**

This Contribution Agreement (the "AGREEMENT") is made and entered into by and between the County of Stanislaus (the "COUNTY") and the City of Newman (the "CITY") on June 28, 2016

**INTRODUCTION**

- A. The purpose of this Agreement is to facilitate cooperation between the CITY and the COUNTY for the design and construction phases of the W. Mariposa St. Water Line Extension Project; and
- B. The scope of improvements is to connect into the City of Newman's existing water system with an 8" water main that extends beyond Newman's City Limits about 1,500 linear feet down W. Mariposa Street to supply water to 13 homes that have wells that are no longer fully functional; and
- C. The PROJECT will be designed, bid, awarded and inspected by the COUNTY with the CITY being the applicant for the USDA Grant; and
- D. This AGREEMENT is contingent upon LAFCO approval of an Out Of Boundary Service Application; and
- E. The CITY will apply for the USDA grant before commencement of the PROJECT. The PROJECT is contingent on the CITY receiving the USDA Grant; and

NOW, THEREFORE, it is agreed as follows:

**SECTION 1. OBLIGATIONS OF THE COUNTY**

- 1. The COUNTY shall provide Project design plans and specifications, bidding, awarding and construction management of the PROJECT and perform all aspects of the PROJECT in close coordination with the CITY.
- 2. The COUNTY shall contract with a contractor to perform all the described work in the design plans and specifications.
- 3. The COUNTY shall be responsible for all costs incurred by the COUNTY pertaining to the PROJECT and shall seek reimbursement from CITY from USDA grant funds
- 4. The COUNTY shall make available to the CITY all documents showing all invoiced costs incurred by COUNTY pertaining to the PROJECT to aid the CITY with seeking reimbursement.

5. The COUNTY shall fully cooperate with the CITY in providing all requested information or data necessary to facilitate the acquisition of funding commitments for the PROJECT.

## **SECTION 2. OBLIGATIONS OF THE CITY**

1. The CITY shall be the “Lead Agency,” as defined and used in Sections 15050 and 15367 of Title 14 of the California Code of Regulations, for purposes of compliance with the California Environmental Quality Act (Pub. Res. Code Section 21000, et seq.).
2. The CITY shall provide the USDA Grant management including applying for the grant, general administration, submittals and reimbursement requests.
3. The CITY shall fully cooperate with the COUNTY in providing all requested information or data necessary for the completion of the design and construction phases of the PROJECT.
4. The CITY shall be strictly accountable for all funds used to pay for the PROJECT.

## **SECTION 3. MUTUAL OBLIGATIONS OF THE CITY AND THE COUNTY**

1. The CITY shall be entitled to review and comment upon any and all PROJECT plans, specifications and designs and the COUNTY shall incorporate all reasonable requests to modify such plans, specifications and designs.
2. The COUNTY will invoice the CITY for all costs incurred for the project. The CITY will seek reimbursement for all costs incurred by the CITY and COUNTY from the USDA Grant.
3. The CITY’s obligation to pay for the PROJECT is subject to it being awarded funds for said purpose from the USDA and only up to the amount awarded by the USDA, less any administrative allowance.
4. As may become necessary for the PROJECT development and delivery, through CITY and COUNTY cooperation, the Director of Public Works for both the CITY and COUNTY are authorized to administer and execute, by mutual written consent, various administrative documents necessary to complete the PROJECT, provided that such actions do not exceed the authority of this AGREEMENT.

## **SECTION 4. PAYMENT**

1. CITY’s total spending authority for PROJECT contract is approved by CITY’s Council and includes the cost of the contracted services as set forth in Section 2 plus a contingency amount designated for any additions or changes to the contract if needed. CITY will provide written notice to COUNTY prior to increasing the total spending authority for any PROJECT contract that has been considered and approved by CITY Council.

**SECTION 5. AMENDMENTS**

1. Any amendments to this agreement including, but not limited to, changes in scope, responsibility, and/or cost, shall be mutually agreed upon and executed by agents of the CITY and COUNTY, and approved by CITY Council and the COUNTY Board of Supervisors.

**SECTION 6. TERMINATION**

1. The term of this AGREEMENT shall be considered complete at the time the construction phase has been completed or,
2. Both parties upon mutual agreement agree to terminate this AGREEMENT.

**SECTION 7. INDEMNITY**

1. Neither party, nor any of its 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 party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code Section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken, or omitted to be taken by such party under this Agreement.

**SECTION 8. CORRESPONDENCE**

1. Any notice which may be required under this AGREEMENT shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

CITY

**Koosun Kim**  
Public Works Director  
City of Newman  
938 Fresno Street  
Newman, CA 95360

COUNTY

**Nate Tumminello, PE**  
Associate Civil Engineer  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358


2. Any notice which may be required under this AGREEMENT shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt.

IN WITNESS WHEREOF, the CITY of NEWMAN, a municipal corporation, has authorized the execution of this Agreement in duplicate by its CITY Manager and attestation by its CITY Clerk under authority of Resolution No. 2016-31 and Resolution No. 2016-32, adopted by the Council of the CITY of Newman on the 24<sup>th</sup> day of May, 2016, and the COUNTY of Stanislaus, a Political Subdivision of the State of California, has authorized the execution of this Agreement in duplicate under authority of Resolution No. 2016-343, adopted by the Board of Supervisors of Stanislaus COUNTY on the 28th day of June, 2016.

CITY OF NEWMAN,  
a Municipal Corporation


COUNTY OF STANISLAUS, a  
Political Subdivision of the State of California

By   
MICHAEL HOLLAND,  
City Manager

By   
WILLIAM O'BRIEN  
Vice-Chair, Board of Supervisors

ATTEST:


ATTEST:

By   
MIKE MAIER,  
City Clerk  
(SEAL)

By   
ELIZABETH KING,  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
JOHN DOERING, COUNTY Counsel

By   
PHAEDRA A. NORTON  
City Attorney

By   
AMANDA M. DeHART  
Deputy COUNTY Counsel