

COPY

AGREEMENT FOR MAINTENANCE
OF SEWAGE LIFT STATIONS

THIS AGREEMENT is made and entered into on August 12, 2008, by and between the SEASIDE COUNTY SANITATION DISTRICT (composed of the cities of Del Rey Oaks, Sand SCSD, and Seaside), a public entity formed pursuant to the provisions of the California Health & Safety Code, hereinafter referred to as "SCSD", and the MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a California Joint Powers Agency, hereinafter referred to as "MRWPCA". SCSD and MRWPCA are sometimes herein referred to individually as "Party" and collectively as "Parties", as follows:

RECITALS

- A. On July 1, 1977, as part of the implementation of a regional wastewater management system to serve northern Monterey County, the MRWPCA acquired the wastewater treatment plant previously owned and operated by the SCSD. The ownership and responsibility for the sewage lift stations within the SCSD's internal sewage collection system were retained by and remain with the SCSD.
- B. Coincident with the July 1, 1977 acquisition of the SCSD's treatment plant, and by mutual agreement between the SCSD and the MRWPCA, the personnel previously employed by the SCSD to operate and maintain its treatment plant terminated their employment with the SCSD and became employees of the MRWPCA.
- C. On December 9, 1977, the Parties entered into an Agreement for Maintenance of Sewage Lift Stations which they now intend to terminate and to replace in its entirety with this Agreement to continue MRWPCA's operation and maintenance of the SCSD-owned lift stations.

TERMS AND CONDITIONS

In consideration of the mutual promises contained herein, the SCSD and the MRWPCA hereby agree to the following terms and conditions:

1. Services to be Performed. The MRWPCA agrees to perform the following types of services to those sewage lift stations owned by the SCSD and specifically described in Section 15 of this Agreement:
 - (a) Normal operational services including regular periodic visits to each lift station for the purposes of checking the operational status of all electrical and mechanical equipment located at the lift station; making appropriate operational adjustments; reading meters, cleaning debris from bar screens; washing down fouled surfaces; and all other duties typically associated with normal lift station operation. The frequency of such periodic visits will normally be once

per week unless, in the opinion of the MRWPCA, a particular lift station requires less or more frequent visits. The SCSD may at any time request and receive a revision of the then current frequency of such regular visits.

(b) Normal preventive maintenance services as recommended by the manufactures of the equipment involved and/or as based on previous maintenance experience, to all electrical and mechanical equipment located at the lift stations. These services will include such work items as lubrication; fluid change and replacement; packing adjustment and replacement; operating valves; and cleaning of moving parts of the mechanical equipment.

(c) Repairs and major maintenance services, as required due to wear and tear of equipment failure and/or as recommended by the manufacturers involved, to all electrical and mechanical equipment located at the lift stations. These services will include such work items as motor replacement; bearing replacement; gasket replacement; and removal of equipment from its installed location, transport to and from a repair location, and reinstallation of the repaired or replaced piece of equipment. MRWPCA staff will attempt to keep lift stations operational while performing work of this type by making appropriate operational adjustments to utilize backup equipment installed at the lift stations. If the operation of a lift station will be significantly impaired during the course of performing work of this type, the SCSD District Engineer will be so advised, in advance of performing the work if possible, in order to develop a method of minimizing impairment. The SCSD may be asked to provide reasonable assistance in the form of manpower and equipment to MRWPCA personnel in performing unusual types of lift station work for which the MRWPCA is not properly staffed or equipped to perform. In the event such assistance cannot be provided, the MRWPCA is authorized to rent special equipment and/or utilize additional non-staff manpower in such instances.

2. Working Hours. Work of the type described in Sections 1.a and 1.b will be performed during normal working hours, if at all possible. Work of the type described in Section 1.c will also be performed during normal working hours unless, in the opinion of MRWPCA staff, the circumstances constitute an emergency which requires immediate action. Under these conditions such work may be performed outside of normal working hours and at prevailing overtime labor rates.

3. Emergency Callback. MRWPCA staff will provide 24-hour-a-day, 7-day-a-week response to emergency trouble calls involving the lift stations covered by this Agreement.

4. Parts and Materials. The MRWPCA will maintain an adequate supply of lubricants, fluids, packing materials, gasket materials, and other parts and material necessary to accomplish the work described in Sections 1.a and 1.b. Special materials and/or replacement parts required to accomplish the work described in Section 1.c will either be kept available by the MRWPCA as standby items or obtained as needed, at the discretion of the MRWPCA. The SCSD will be billed for such items as soon as MRWPCA is billed for them by the supplier involved. The

SCSD may at any time review the spare parts inventory and request changes therein.

5. Division of Responsibilities. The responsibilities for operation and maintenance shall be divided between the involved parties in the following manner:

(a) For below-ground lift station structures the MRWPCA will perform all operation and maintenance work to both the structure and the equipment. This work will include repairs, replacement, painting, cleaning, and general upkeep.

(b) For lift stations which involve above-ground structures, the MRWPCA will perform those services as described in Section 5.a only to those facilities or portions of the structure located inside the structure. The exterior of the above-ground structure and the grounds around the structure will be maintained by the SCSD. With regard to this latter type of work, the MRWPCA will inform the SCSD if its staff observes the need for such work to be performed.

(c) In the event of a sewage backup or flooding of a lift station, MRWPCA personnel will clear the interior of the lift station structure of such sewage and debris and restore it to proper operating condition and a normal state of cleanliness. The SCSD will perform this type of cleanup work to the area surrounding the structure, including the adjacent street(s) and/or property, if necessary.

6. Hold Harmless and Indemnity.

(a) The SCSD shall defend, indemnify and hold harmless MRWPCA from any and all damages, liabilities, losses, claims and costs or expenses (hereinafter collectively "Claims") arising out of, relating to, resulting from or in conjunction with maintenance activities, including cleanup, by the SCSD, or any of its other contractors, subcontractors, employees or agents, to the extent such are determined to be caused by the negligence or willful misconduct of the SCSD, any of its other contractors, subcontractors, employees or agents. Nothing in this Agreement is intended or shall be construed as an assumption by MRWPCA of any responsibility arising under any applicable law or regulation, including the common law, for liability for payment of any fine or civil penalty levied against the SCSD by a regulatory agency.

(b) MRWPCA shall defend, indemnify and hold harmless the SCSD from any and all Claims arising out of, relating to, resulting from or in conjunction with the operation, maintenance and repairs to be performed by MRWPCA, or any of its employees, subcontractors or agents, under this Agreement, to the extent such are determined to be caused by the negligence or willful misconduct of MRWPCA, its employees, subcontractors or agents. Nothing in this Agreement is intended or shall be construed as an assumption by MRWPCA of any responsibility arising under any applicable law or regulation, including the common law, for liability for payment of any fine or civil penalty levied against the SCSD by a regulatory agency.

(c) In the event of concurrent negligence of the Agency, its employees, subcontractors or agents, and SCSD, its other contractors, subcontractors, employees or agents, then the liability for any and all Claims which arise out of the terms and conditions of this Agreement shall be appointed under the California theory of comparative negligence as established presently, or as may be hereafter modified.

7. Insurance/Self Insurance. The Parties are either insured or self-insured as to any requirements under this Agreement. No policies or bonds are required of either party as to any provisions of this Agreement. The Parties are aware of and shall comply with the requirements of Section 3700 of the Labor Code of the State of California at its own cost and expense and further, neither Party nor its carrier shall be entitled to recover from the other any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

8. Methods of Compensation. The MRWPCA will provide to the SCSD an invoice for the actual costs of all labor and materials supplied by the MRWPCA for the services rendered under the provisions of this Agreement. Labor rates will be those prevailing at the time the work is performed and will be at net cost to the MRWPCA. Labor rates will include direct salary, labor benefits and a 10% overhead. Cost of materials will be at net cost to the MRWPCA. Driving time to and from the lift stations will be included in the invoiced charges, and vehicle charges for this purpose will also be included. Work involving the services of a contractor, a machine shop, or other non-MRWPCA owned facility will be charged to the SCSD on the invoice at net cost to the MRWPCA. Improvements to upgrade the condition and/or performance of the lift stations will be agreed to in advance by the parties involved before costs for such improvements are incurred. Any other expenses directly associated with the performance of the provisions of this contract will be charged in a manner acceptable to both the SCSD and the MRWPCA.

9. Rendering of Invoices. Labor and materials to perform routine work as described in Sections 1.a and 1.b will be invoiced on a quarterly basis and in the manner described in Section 6. Costs associated with the types of work described in Section 1.c may be invoiced along with these regular quarterly billings, or may be invoiced separately, at the discretion of the MRWPCA. The SCSD agrees to pay the amounts invoiced for each and all the foregoing services within 30 calendar days from the date of the receipt of the invoice.

10. Independent Contractors. It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture, or other relationship is established by this Agreement. The intent by both Parties is to create an independent contractor relationship.

11. Authorization to Incur Costs. The SCSD authorizes the MRWPCA to incur all costs necessary to properly perform those services described in Sections 1.a and 1.b. The SCSD authorizes the MRWPCA to incur costs up to a maximum expenditure of \$1,000 during any one quarterly invoice period to perform repair and/or major maintenance work as described in

12. Budget Planning Assistance. To assist in budget planning, the SCSD may request the MRWPCA to make periodic recommendations regarding capital improvements necessary to ensure continued proper operation of the lift stations.

13. Modification and Termination of Agreement. This Agreement shall be deemed to have become effective on the date first written above and shall continue thereafter from fiscal year to fiscal year unless sooner terminated by either party by 90 days written notice from one party to the other. The provisions of this Agreement are subject to review and modification at any time upon the mutual consent of the MRWPCA and the SCSD.

14. Attorney's Fees. In the event it shall become necessary to commence or defend litigation for purposes of enforcing this Agreement or rights hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.


15. Facilities Covered by This Agreement. The sewage lift stations to which the provisions of the Agreement apply are:

<u>Lift Station Designation</u>	<u>Location</u>
Station #19 Del Monte	Del Monte Blvd & Canyon Del Rey
Station #20 Del Rey Oaks	Rosita Road & Angelus Way
Station #21 Military	Military Avenue & Highlands Street
Station #22 Tioga	816 Tioga Avenue

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates herein below indicated for each.

MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY

SEASIDE COUNTY SANITATION
DISTRICT

By: 
Keith Israel
General Manager

By: 
Ray Corpuz
District Manager

Date: 8/27/08

Date: 8/12/08

Monterey Regional Water Pollution Control Agency

Classifications/Salary Schedule

Exhibit A

Fiscal Year 2008/09

Effective July 1, 2008

HOURLY RATES WITHOUT LABOR BENEFITS

RANGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8

WWTPOPR III -SH SUPV-WKND DAYS									
CUSTOMER SVC SUPERV	54	31.88	33.43	35.09	36.86	38.71	40.65	41.67	43.75
LEAD ACCOUNTANT									
LEAD ELEC/INSTRUMENTATION TECH									
WWTPOPR III-SH SUPV-SW/SPLIT									
INFORMATION SYS SPEC	55	32.62	34.26	35.98	37.79	39.66	41.67	42.71	44.85
WWTPOPR III-SH SUPV-GRVYD									
LEAD LABORATORY ANALYST									
ELECT/INST TECH III	56	33.43	35.09	36.86	38.71	40.65	42.68	43.75	45.93
EXEC ASST TO GM/BOARD									
MAINTENANCE PLANNER									
SAFETY OFFICER									
	57	34.26	35.98	37.79	39.66	41.67	43.75	44.84	47.09
SOURCE CTRL SUPERV	58	35.09	36.86	38.71	40.65	42.68	44.81	45.93	48.23
SUPERVISING WWTP OPR									
ACCOUNTING SUPERV	59	35.98	37.79	39.66	41.67	43.75	45.91	47.06	49.41
HUMAN RESOURCES OFFICER									
SOURCE CONTRL INSP (Y-RATE)									
ASSOCIATE ENGINEER	60	36.86	38.71	40.64	42.68	44.81	47.05	48.23	50.64
LABORATORY SUPERV	61	37.81	39.70	41.69	43.79	45.95	48.26	49.47	51.94
MAINTENANCE SUPERVISOR									
FLD MAINT & CSIP SUPERV	62	38.75	40.65	42.68	44.81	47.07	49.42	50.66	53.19
	63	39.70	41.69	43.79	45.95	48.26	50.67	51.94	54.53
	64	40.65	42.68	44.81	47.07	49.42	51.88	53.18	55.84
MAINTENANCE MANAGER	65	41.69	43.79	45.95	48.26	50.67	53.18	54.51	57.23
COMPLIANCE ENGINEER	66	42.68	44.81	47.07	49.42	51.88	54.49	55.85	58.64
PROJECT ENGINEER									
	67	43.79	45.95	48.26	50.67	53.18	55.87	57.27	60.13
LEAD ENGINEER	68	44.81	47.07	49.42	51.88	54.49	57.23	58.66	61.59
PRINCIPAL ENGINEER									

MANAGEMENT SALARY SCHEDULE

	64	40.26	42.25	44.38	46.60	48.95	51.40	52.69	55.32
MAINTENANCE MANAGER	65	41.26	43.34	45.52	47.77	50.18	52.66	53.98	56.68
	66	42.25	44.38	46.60	48.95	51.40	53.97	55.32	58.09
ENV. SERVICES MGR	67	43.34	45.52	47.77	50.18	52.66	55.32	56.70	59.54
WWTP OPERATIONS MGR									
	68	44.38	46.60	48.95	51.40	53.97	56.64	58.06	60.96
	69	45.52	47.77	50.18	52.66	55.32	58.05	59.50	62.48
	70	46.60	48.95	51.40	53.97	56.64	59.46	60.95	63.99
	71	47.77	50.18	52.66	55.32	58.05	60.97	62.49	65.62
	72	48.95	51.40	53.97	56.64	59.46	62.44	64.00	67.20
DIR OF FINANCE	73	50.18	52.66	55.32	58.05	60.97	64.04	N/A	N/A
	74	51.40	53.97	56.64	59.46	62.44	65.58	N/A	N/A
	75	52.66	55.32	58.05	60.97	64.04	67.22	N/A	N/A
	76	53.97	56.64	59.46	62.44	65.58	68.86	N/A	N/A
	77	55.32	58.05	60.97	64.04	67.22	70.58	N/A	N/A
	78	56.64	59.46	62.44	65.58	68.86	72.32	N/A	N/A
	79	58.05	60.97	64.04	67.22	70.58	74.11	N/A	N/A
	80	59.46	62.44	65.58	68.86	72.32	75.89	N/A	N/A
DIR ADMIN SVCS/DEPUTY GM	81	60.95	64.00	67.20	70.57	74.10	77.80	N/A	N/A