



AGENDA ITEM NO.
C-18

COUNTY OF HUMBOLDT

For the meeting of: April 26, 2016

Date: March 25, 2016

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

SUBJECT: PUBLIC WORKS AGREEMENT BETWEEN CITY OF EUREKA AND COUNTY OF HUMBOLDT FOR A NEW SEWER CONNECTION TO THE NEW JUVENILE HALL FACILITY AND SUPPLEMENTAL BUDGET (4/5 VOTE REQUIRED)

RECOMMENDATION(S): That the Board of Supervisors:

1. Approves the attached Public Works Agreement with the City of Eureka (City) regarding a new sewer connection for the new Juvenile Hall facility.
2. Authorizes the Chair of the Board to execute two (2) originals of the attached Public Works Agreement with the City.
3. Adopts the following Supplemental Budget of \$45,000 for Budget Unit 254, Regional Facility (4/5 vote required).

Revenue:	1100-254-643103	\$45,000.00	Regional Facility Reimbursement
Expenditure:	1100-170-2118	\$45,000.00	Professional & Special Services

4. Directs the Clerk of the Board to return two (2) executed originals of the attached Public Works Agreement to the Department of Public Works – Land Use Division for further processing.

SOURCE OF FUNDING: General Fund

Prepared by Robert W. Bronkall, Deputy Director CAO Approval Karen Clower
 REVIEW: Auditor WBM County Counsel Sm Human Resources KW Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Fennell Seconded by Supervisor Sundberg
 Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. C-19
 Meeting of: 04/07/2015

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: April 26, 2016
 By: Kathy Hayes
Kathy Hayes, Clerk of the Board

DISCUSSION: In 2007, Senate Bill (SB) 81 (Chapter 175, Statutes of 2007) established the Youthful Offender Block Grant Program to enhance the capacity of the counties to provide appropriate rehabilitative and supervision services to youthful offenders. The County of Humboldt (County) has received funding through SB 81 to replace the existing Juvenile Hall facility that was constructed in 1970 with a rated bed capacity of twenty-six (26). The new facility will provide a safer design for Juvenile Hall staff and detainees; there will be more program spaces for education, counseling and other service oriented programming for youth. The overall design of the facility will have a more inviting, home-like environment as required by section 851 of the California Welfare and Institutions Code. The project scope has grown to include several off-site items which are discussed below.

The proposed facility will require a new sanitary sewer connection to the City's sanitary sewer system. The nearest sewer connection point for the new facility is currently located at Munson Street. The City is concerned that connection of the proposed facility may cause the sewer infrastructure on or near Munson Street to become overly burdened due to deferred maintenance and/or degradation of that sewer line. The City wishes to avoid overburdening the Munson Street sewer system by providing an alternate sewer connection location for the new facility. Staff from both the City and County are proposing an alternative location for sewer connection on Woolford Drive for the benefit of both the City and County. In order to facilitate the alternative location, the attached Public Works Agreement between the City and County is necessary to set forth the responsibilities of each party.

In order to obtain a sanitary sewer connection for the proposed Juvenile Hall facility, the City is requiring an agreement to address issues with the existing sanitary sewer system. The attached Public Works Agreement benefits the County by providing a sanitary sewer connection to the proposed facility as well as the City taking over maintenance of the private sewer main.

The attached Public Works Agreement addresses the rehabilitation of the existing private sanitary sewer main that serves the General Hospital complex, formerly owned and operated by the County. It does not appear that a maintenance association was ever formed to maintain the private sanitary sewer main upon dissolution of the hospital complex. Upon fulfillment of the attached Public Works Agreement, the City will take over maintenance responsibility of this sewer main. This will address a maintenance oversight of the private sanitary sewer main that occurred at the time that the hospital complex was sold by the County.

Section 2 of the attached Public Works Agreement sets forth the responsibilities of both the City and County. The responsibilities of the County are as follows:

- i. Dedicate easements to CITY for sewer utility purposes necessary for the maintenance of the existing sewer line that will be accepted into CITY's system and/or the installation of a new or reconditioned sewer line and appurtenances through the COUNTY owned parcels identified as Assessor's Parcel Numbers 013-101-006 and 013-111-003; across SHG Resources LP owned parcel identified as Assessor's Parcel Number 013-101-005; and across St Joseph Hospital of Eureka owned parcel identified as Assessor's Parcel Number 013-101-004.

The County owns APNs 013-101-006 and 013-111-003, which are commonly known as the Sheriff's Wood Lot. The easement will not adversely affect the operations of the wood lot and will place an easement over the existing sanitary sewer main that currently lies beneath the wood lot. The easements that are currently being acquired by the County across SHG Resource LP property and St. Joseph Hospital of Eureka contain language that allow the County to transfer the easements to the City. At a later date, the Department will

bring forward an agenda item with the sanitary sewer easement deeds from the County to the City for execution by the Board of Supervisors.

- ii. Construct on-site (APN 013-101-010) utilities required to serve the Project including sewer; and relocate the existing sanitary sewer main from Assessor's Parcel Number 013-101-010 into Woolford Drive on Assessor's Parcel Number 013-101-005 and on Assessor's Parcel Number 013-101-004 to City standards.

The construction contract for the Juvenile Hall project will include the above tasks.

- iii. Pay to CITY a sewer connection fee in the amount of forty five thousand dollars (\$45,000.00). This amount is inclusive of any connection fees and shall fully compensate CITY for obtaining easements and maintaining, reconditioning and/or replacing the sewer main and incidental facilities that are the subject of this Agreement.

A supplemental budget is needed to cover the sanitary sewer connection fee.

Exhibit A to the attached Public Works Agreement shows the location of the work covered thereby.

FINANCIAL IMPACT: It is anticipated that all of the supplemental budget will be spent this fiscal year. This item conforms with the Board of Supervisors' Core Role of enforcing laws and regulations to protect residents.

OTHER AGENCY INVOLVEMENT: City of Eureka and Probation Department.

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve the Public Works Agreement with the City and the supplemental budget. This option is not recommended since it would result in not having sanitary sewer services for the new Juvenile Hall facility.

ATTACHMENTS:

- Public Works Agreement between City of Eureka and County of Humboldt for a new sewer connection to the new Juvenile Hall facility.

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**PUBLIC WORKS AGREEMENT BETWEEN CITY OF EUREKA AND
COUNTY OF HUMBOLDT FOR A NEW SEWER CONNECTION TO THE NEW JUVENILE
HALL FACILITY**

THIS AGREEMENT is executed in duplicate this ____ day of _____, 2016, by and between the CITY OF EUREKA, a municipal corporation of the State of California ("CITY"), and the COUNTY OF HUMBOLDT, a political subdivision of the State of California ("COUNTY");

RECITALS

WHEREAS, the Humboldt County Juvenile Hall facility is presently located in the City of Eureka;

WHEREAS, COUNTY is seeking to replace its existing Juvenile Hall facility with a new Juvenile Hall facility ("Project") on the same site; investing more than sixteen million dollars (\$16,000,000.00) in total cost for the building construction and related work within the City of Eureka;

WHEREAS, the Project will require a new sewer connection to CITY's infrastructure, which will occur at Munson Street absent this Agreement; and

WHEREAS, CITY's sewer infrastructure may become overly burdened on or near Munson Street due to deferred maintenance and/or degradation of that sewer line; and

WHEREAS, it is in CITY's interest to avoid overburdening the Munson Street sewer system by providing an alternate sewer connection location for the Project;

WHEREAS, CITY and COUNTY desire to agree to certain terms and conditions which will provide for the orderly development of the Project by COUNTY and provide a new alternative location for sewer connection on Woolford Drive for the benefit of both CITY and COUNTY.

WHEREAS, the Woolford Drive sewer main is shown on Exhibit "A".

NOW, THEREFORE, CITY and COUNTY mutually agree as follows:

AGREEMENT

1. Location of Work.

The Project improvements to be made by COUNTY are to be primarily performed on Assessor's Parcel Number 013-101-010. Additional work will occur on Assessor's Parcel Number 013-101-005 (SHG Resources LP) within Woolford Drive. The sewer main to be maintained by CITY is shown on Exhibit "A".

2. Work to be Performed by the Parties.

A. COUNTY agrees to:

- i. Dedicate easements to CITY for sewer utility purposes necessary for the maintenance of the existing sewer line that will be accepted into CITY's system and/or the installation of a new or reconditioned sewer line and appurtenances through the COUNTY owned parcels identified as Assessor's Parcel Numbers 013-101-006 and 013-111-003; across SHG

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Resources LP owned parcel identified as Assessor's Parcel Number 013-101-005; and across St Joseph Hospital of Eureka owned parcel identified as Assessor's Parcel Number 013-101-004.

- ii. Construct on-site (APN 013-101-010) utilities required to serve the Project including sewer; and relocate the existing sanitary sewer main from Assessor's Parcel Number 013-101-010 into Woolford Drive on Assessor's Parcel Number 013-101-005 and on Assessor's Parcel Number 013-101-004 to City standards.
- iii. Pay to CITY a sewer connection fee in the amount of forty five thousand dollars (\$45,000.00). This amount is inclusive of any connection fees and shall fully compensate CITY for obtaining easements and maintaining, reconditioning and/or replacing the sewer main and incidental facilities that are the subject of this Agreement.

B. CITY agrees to:

- i. Obtain the necessary easements for sewer utilities from the owners of Assessor's Parcel Numbers 013-231-001 (Eureka City Schools) .
- ii. Accept the existing and relocated sewer lines within the aforementioned easements that will service COUNTY's facility into CITY's maintained sewer system.
- iii. Provide a "Will Serve" letter to COUNTY for a point of sewer connection at the existing manhole located at the west end of Woolford Drive.
- iv. Complete all necessary work to maintain or replace the newly accepted sewer improvements located within CITY's new utility right-of way.

3. Timing.

A. Payment:

COUNTY is obligated to pay CITY the sewer connection fee described in Section 2(A)(iii) at such time as CITY issues COUNTY a "Will Serve" letter for the point of connection described in Section 2(B)(iii).

B. Easements:

COUNTY will provide CITY with the easements described in Section 2(A)(i) no later than sixty (60) days after the effective date of this Agreement.

C. "Will Serve" Letter:

CITY will provide COUNTY the "Will Serve" letter for the point of connection described in Section 2(B)(iii) no later than sixty (60) days after the effective date of this Agreement.

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4. Expenses.

A. Payment of Expenses by COUNTY:

COUNTY, at its own expense, shall make all arrangements necessary to construct the improvements described in Section 2(A), and shall be responsible for payment of all expenses connected with the construction of said improvements.

B. Payment of Expenses by CITY:

CITY, at its own expense, shall make all arrangements necessary for the maintenance and/or construction of the improvements described in Section 2(B), and shall be responsible for payment of all expenses connected with such maintenance and/or improvements.

5. Term.

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

6. Termination.

Either party may immediately terminate this Agreement, upon written notice, in the event that the other party materially defaults in performing any obligation under this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein.

7. Insurance.

COUNTY and/or its agents, contractors or representatives who perform activities covered by this Agreement upon CITY property or within CITY right of ways shall first obtain an encroachment permit and meet all CITY insurance requirements.

8. Parties Not Agents.

Neither COUNTY nor any of COUNTY's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of COUNTY's obligations under this Agreement. Likewise, neither CITY nor any of CITY's agents or contractors are or shall be considered to be agents of COUNTY in connection with the performance of CITY's obligations under this Agreement.

9. COUNTY's Ownership and Sole Responsibility for On-Site Improvements.

Title to and ownership of the on-site utilities constructed as part of the Project shall remain the property of, and full responsibility of COUNTY. COUNTY shall indemnify, defend, and hold harmless CITY, its officers, officials, employees and volunteers for any and all claims, fines, damages, losses and expenses, including attorney fees, arising out of the construction, operation, use, or otherwise related in any way to the on-site utilities. As a further condition of this Agreement, COUNTY shall agree to complete the on-site utilities associated with the Project and make them operational.

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10. Hold-Harmless Agreement.

Each party to this Agreement hereby agrees to indemnify, defend and hold harmless the other party and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the other party.

11. No Third-Party Beneficiaries.

This Agreement is entered into for the sole benefit of the parties. No third-party beneficiaries, including specifically but not exclusively adjacent landowners, are contemplated or intended to be created by this Agreement, and are in fact not created by this Agreement.

12. Compliance with Applicable Laws.

Each party agrees to comply with all local, state and federal laws and regulations applicable to their duties and obligations under this Agreement.

13. Provisions Required by Law.

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

14. Reference to Laws and Rules.

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

15. Severability.

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

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16. Assignment.

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

17. Agreement Shall Bind Successors.

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

18. Waiver of Default.

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

19. Conflicting Terms or Conditions.

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

20. Interpretation.

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

21. Independent Construction.

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

22. Notices.

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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If to COUNTY:
Thomas Mattson
County Department of Public Works
1106 2nd Street
Eureka, CA 95501

If to CITY:
City of Eureka
531 K Street
Eureka, CA 95501
Attn: City Manager

23. Jurisdiction and Venue.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

24. Attorneys Fees.

In the event of a suit to enforce any of the provisions of this Agreement becomes necessary, the parties agree to each bear their own attorneys' fees and costs.

25. Force Majeure.

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

26. Entire Agreement.

This Agreement contains the entire Agreement of the parties hereto and no obligations other than those set forth herein will be recognized. This Agreement cannot be modified or amended in writing without additional consideration and the mutual consent of the parties.

27. Authority to Execute.

Each individual executing this Agreement, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

[Signatures on Following Page]

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HALL FACILITY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF EUREKA:

By: _____
Mayor

Date: _____

Approved as to Administration:

By: _____
Greg Sparks, City Manager

Date: _____

Approved as to Form:

By: _____
Cyndy Day-Wilson, City Attorney

Date: _____

COUNTY OF HUMBOLDT:

By: 
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 

Date: 04/14/2010

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**Exhibit "A"
Sewer Main to be Maintained by the City of Eureka**



// END //

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