

# Attachment A

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE COUNTY OF MONTEREY AND THE CASTROVILLE COMMUNITY SERVICES DISTRICT REGARDING THE REPLACEMENT OF WATER LINES AND SERVICE LATERALS AS PART OF THE CASTROVILLE STREET IMPROVEMENTS**

This Memorandum of Understanding (MOU) regarding the replacement of existing water laterals during the construction of the Castroville Street Improvements within the unincorporated community of Castroville is made and entered into by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY" and the CASTROVILLE COMMUNITY SERVICES DISTRICT, hereinafter called "CCSD", with each individually referred to as "Party" and collectively referred to as "the Parties".

#### **RECITALS:**

WHEREAS, the COUNTY is undertaking construction of the Castroville Street Improvements (various areas), hereinafter called "PROJECT"; and

WHEREAS, the PROJECT consists of rehabilitating and re-surfacing various streets, including re-construction curb ramps and sidewalks; and

WHEREAS, CCSD has existing main water lines and service laterals running under existing streets of the community of Castroville; and

WHEREAS, CCSD's existing water lines and service laterals are aging and will need replacement in the near future; and

WHEREAS, replacing deteriorated water lines and service laterals concurrent with the construction of the PROJECT, would provide a cost-effective and less disruptive manner to replace certain water lines and service laterals; and

WHEREAS, CCSD seeks cooperation from the COUNTY to include water lines and service laterals main work as part of the scope of work for the PROJECT; and

WHEREAS replacement of the existing water lines and service laterals concurrent with the construction of the PROJECT will not create any additional impacts to the community of Castroville beyond those that are already taking place or scheduled to take place as a result of the PROJECT; and

WHEREAS, the COUNTY and the CCSD seek a partnership to construct the work using the COUNTY's Job Order Contract (JOC) Program; and

WHEREAS, the PROJECT is included in the COUNTY's Capital Improvement Program and COUNTY has identified funds to complete PROJECT; and

WHEREAS, the CCSD will reimburse the COUNTY for all costs associated with the replacement of water lines, service laterals, and ancillary valves; and

WHEREAS, the COUNTY will provide CCSD cost estimates for the work related to the water lines and services laterals 15 days in advance of the scheduled work for their review and approval; and

WHEREAS, both Parties pledge to work cooperatively to complete the PROJECT.

**NOW, THEREFORE**, based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this MOU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose. The Parties agree:

- 1.1. The PROJECT is to include a water line & service lateral replacements within area of work and described in Exhibit A.
- 1.2. To collaborate on the construction of the work.
- 1.3. The cost for all construction costs related to the replacement of water lines, service laterals and ancillary valves will be borne by the CCSD.
- 1.4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the Parties related to the PROJECT.

2. General Principles. The Parties agree that the following General Principles will inform and guide the Memorandum of Understanding effort and act as a mandate to perform the work for replacement of the main water lines and service laterals specified herein:

- 2.1. Staff from each Party shall support in good faith the Memorandum of Understanding effort.
- 2.2. Funding for the inclusion of the water lines and service laterals into the PROJECT is expected to be from CCSD, subject to prior approval of the construction cost estimates by CCSD which shall be provided by COUNTY to CCSD fifteen days in advance of the scheduled work.
- 2.3. CCSD shall not incur costs beyond any established funding commitments which CCSD has made or agree to any contract amendments and construction change orders in excess of previously agreed contract contingency amounts CCSD has made. Any increase in costs related to the water lines and service laterals shall be mutually agreed to in advance in writing by both CCSD and COUNTY.

3. Responsibilities of COUNTY and CCSD are as follows:

- 3.1. COUNTY will manage the PROJECT, including work related to the water lines and service laterals.
- 3.2. CCSD will engage COUNTY's JOC contractor to plan and layout water line and replacement of service laterals for inclusion into PROJECT.

- 3.3. COUNTY and CCSD, if needed, will each be responsible for obtaining any additional easements or right-of-way within their respective jurisdictions necessary for the construction of water lines and service laterals within the limits of the PROJECT.
- 3.4. Invoices for reimbursement of that portion of the PROJECT related to the, installation, and construction of the water lines and service laterals, shall be submitted to the CCSD on a quarterly basis and shall contain all necessary supporting documentation and detail in a form acceptable to the CCSD, including but not limited to all time cards, invoices, and any conditional and unconditional waivers. CCSD shall have the right to review and confirm that the invoices submitted by the COUNTY for reimbursement are in conformance with the terms of this MOU. CCSD shall make payments within 45 days of receipt of complete invoices, which have been determined to conform to the terms of this MOU by CCSD.
- 3.5. COUNTY and CCSD are responsible for coordinating with other utility owners within their respective jurisdiction in the event that any utilities need to be relocated in advance of construction.
- 3.6. CCSD shall defend, indemnify and hold harmless COUNTY, its officers, employees and agents from and against any and all claims or actions arising out of or related to CCSD's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of COUNTY, its officers, employees or agents.
- 3.7. COUNTY shall defend, indemnify and hold harmless CCSD, its officers, employees and agents from and against any and all claims or actions arising out of or related to COUNTY's performance of the work described above, except to the extent such claims or actions are the result of the sole negligence of CCSD, its officers, employee or agents.

#### 4. Contact Information

##### COUNTY OF MONTEREY

Tom Bonigut, Assistant Director of Public Works, Facilities & Parks  
1441 Schilling Place, Second Floor  
Salinas, CA 93901  
(831) 755-4831  
[bonigutt@co.monterey.ca.us](mailto:bonigutt@co.monterey.ca.us)

##### CASTROVILLE COMMUNITY SERVICES DISTRICT


J. Eric Tynan, General Manager  
Castroville Community Services District  
11499 Geil Street  
Castroville, CA 95012  
(831) 633-2560  
[eric@castrovillecsd.org](mailto:eric@castrovillecsd.org)

**IN WITNESS WHEREOF**, the County of Monterey and the Castroville Community Services District execute this Agreement:

**COUNTY OF MONTEREY**

Approved as to form:  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By \_\_\_\_\_  
Randy Ishii, MS, PE, TE, PTOE  
Director of Public Works, Facilities  
& Parks

By  \_\_\_\_\_  
A4928B26E747442  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

Date: 3/17/2022 | 8:44 PM PDT

**CASTROVILLE COMMUNITY SERVICES DISTRICT**

Approved as to form:

By  \_\_\_\_\_  
J. Eric Tynan  
General Manager

By: Christine Kemp  
Name Christine Kemp  
CCSD Counsel

Date: 2/23/22

Date: 2/23/22

ATTEST:

Olivia Santos, Board Secretary  
Name, Title