

AGREEMENT

(JOINT EXERCISE OF POWERS - NORTH RICHMOND  
STORM DRAIN PROJECT - MAINTENANCE)

1. PARTIES: Effective on April 16, 1974 the City of Richmond, a municipal corporation, hereinafter referred to as "City" and the County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as "County", pursuant to Government Code Sections 6500 and following, hereby mutually promise and agree as hereinafter set forth.

2. PURPOSES: County is currently constructing a storm drainage system, including a pump station, in the North Richmond area under a grant obtained from the U. S. Department of Housing and Urban Development. Construction of the storm drainage system will improve drainage of storm waters from streets in the Cities of Richmond and San Pablo and in the unincorporated area of North Richmond and will reduce inflows of storm waters to sanitary sewers, minimizing the danger to public health caused by overloading of the sanitary sewers and the resulting outflow of raw sewage onto streets and private property. City, recognizing the benefits of the storm drainage system and pump station, and acknowledging that it has the primary responsibility for maintaining the portion of the storm drainage system located within City territory, desires to participate in the maintenance and operation of said facilities. The purpose of this agreement is to establish limits of County's and City's responsibility for said maintenance and operation in jointly exercising a common power.

3. SCOPE OF WORK: The scope of the maintenance and operation work will be limited to the storm drainage system and pump station, as delineated on Contra Costa County Flood Control District Drawing No. D-11463, Exhibit "A" attached hereto and by this reference incorporated herein, on file at the County's Public Works Department, consisting of a closed conduit storm drain system, a pump station, a closed conduit discharge pipeline downstream of the pump station, and an outfall channel.

4. METHOD: For the purpose of this agreement, maintenance includes inspection, removal of debris and obstructions, repair, reconstruction and/or replacement of the system being maintained, necessitated by either normal wear and tear or by damages caused by any reason, and routine maintenance such as cleaning, painting and lubrication.

a. County Maintenance - Storm Drain System. The County will perform all necessary maintenance on that portion of the storm drain system, including but not limited to manholes and street inlets, east of the pump station, including the system within City streets but excluding that section of the system lying east of the easterly boundary of the Southern Pacific Railroad right of way and the inlet structures at the southeast corners of the intersections of Chesley Avenue with Filbert Street and Kelsey Street.

b. City Maintenance - Storm Drain System. The City will perform all necessary maintenance on that portion of the storm drain system, including but not limited to manholes and street inlets, east of the easterly boundary of the Southern Pacific Railroad right of way and the street inlet structures at the southeast corners of the intersections of Chesley Avenue with Filbert Street and Kelsey Street.

c. County Responsibility - Pump Station, Discharge Line and Outfall Channel. County will be responsible for performance of all necessary operation and maintenance of the pump station (by separate agreement with the San Pablo Sanitary District) and for all necessary maintenance of the discharge line and outfall channel west of the pump station.

5. Cost of Operation and Maintenance Work: County will bear the cost of all maintenance of the storm drain system lying east of the manhole at Sta. 13+48.91 A on Gertrude Avenue (See Exhibit "A") but excluding that section east of the easterly boundary of the Southern Pacific Railroad right of way and the inlet structures at the southeast corners of the intersections of Chesley Avenue with Filbert Street and Kelsey Street. City will bear the cost of all maintenance of the storm drain system described in paragraph 4b above.

County and City will share the actual cost of operation and maintenance of the pump station, the discharge pipeline and outfall channel west of the pump station, as described in paragraph 4c above and that portion of the storm drain system east of the pump station to the manhole at Sta. 13+48.91 A on Gertrude Avenue (see Exhibit "A"), in proportion to the area of contribution and benefit within each jurisdiction, according to the following percentages: City - 39%, County - 61%.

The estimated average annual amount of shared maintenance and operation costs each party is to bear may be substantially greater or less than the estimated average annual costs.

6. PAYMENT: County will advise City annually, on or before January 1st, of the City's estimated portion of the shared maintenance cost, as specified in paragraph 5, to be borne by City for the next fiscal year and will bill the City within sixty (60) days of fiscal year end (June 30th), or more frequently if County deems it necessary, for the actual cost of maintenance and operation including appropriate overhead. City will pay to County such amount as billed pursuant to this agreement within 30 days of receipt of such billing. City may review the financial records of County pertaining to said maintenance and operation costs.

7. ANNEXATION: The performance of operation and maintenance work, as specified in paragraph 4, and the cost-sharing, specified in paragraph 5, is subject to modification upon any change of the land areas of the public agencies involved resulting from annexation to the City of the County territory encompassing a portion of said system. Changes in cost-sharing will be determined only at the end of a fiscal year and will be effective only in succeeding fiscal years. Should the entire area of contribution and benefit lying within the unincorporated area of the County be annexed or otherwise incorporated within the City, City will assume full responsibility for operation and for costs of operation and maintenance of the system as described in paragraph 4.

Jan  
H.J.H.  
B.T.A.

8. MODIFICATION OF AGREEMENT: This agreement may be modified by mutual consent of the parties hereto at any time as may become necessary.

9. TERMINATION: This agreement will continue in full force and effect from year to year until rescinded or terminated. The agreement may be terminated at the end of any fiscal year by either party serving a written notification upon the other party on or before April of that fiscal year. Upon any such termination, the City will remain responsible for the maintenance of those portion of the system located within the City present or hereafter unless it is specifically agreed otherwise by the parties.

CITY OF RICHMOND

By [Signature]  
Mayor

Attest: [Signature]  
City Clerk

COUNTY OF CONTRA COSTA

By [Signature]  
Chairman, Board of Supervisors

Attest: J. R. Olsson, County Clerk

By [Signature]  
Deputy

Approved as to Form:

By [Signature]  
City Attorney

Approved as to Form:

John B. Clausen, County Counsel

By MARTIN J. BLOOM [Signature]  
Deputy