

AGENDA

**ENGINEERING COMMITTEE MEETING
LEUCADIA WASTEWATER DISTRICT**

Monday, August 16, 2021 – 1:30 p.m.

Via Teleconference

Pursuant to the State of California Executive Order N-29-20, and in the interest of public health, the District is temporarily taking actions to mitigate the COVID-19 pandemic by holding meetings by teleconference. The general public may not attend this meeting at the District's office due to social distancing requirements.

Members of the public attending via teleconference will be provided with an opportunity to comment on each agenda item prior to Committee discussion.

To join this meeting via Teleconference, please dial: 1-669-900-6833

Meeting ID: 899 2479 6668

Password: 935070

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1. **Call to Order**
 2. **Roll Call**
 3. **Public Comment**
 4. **New Business**
 - A. Authorize the General Manager to execute an agreement for mutual maintenance services and equipment between Olivenhain Municipal Water District (OMWD) and Leucadia Wastewater District (LWD). (Pages 2 - 9)
 5. **Information Items**
 - A. Development Projects Summary (Page 10)
 - B. Leucadia Pump Station Rehabilitation Project Update (verbal)
 - C. FY21 Cured-In-Place Pipe Lining Project (verbal)
 6. **Directors' Comments**
 7. **General Manager's Comments**
 8. **Adjournment**

MEMORANDUM

DATE: August 10, 2021
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager 
SUBJECT: Agreement for Mutual Maintenance Services Between Olivenhain Municipal Water District and Leucadia Wastewater District

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:

1. Authorize the General Manager to execute an agreement for mutual maintenance services and equipment between Olivenhain Municipal Water District (OMWD) and Leucadia Wastewater District (LWD).
2. Discuss and take other action as appropriate.

BACKGROUND:

OMWD owns and operates a hydraulically operated valve-turning truck used to exercise valves throughout their water distribution system to ensure proper system operation. LWD owns and operates a high-pressure hydro-cleaning / vacuum combination truck to clean and remove debris from our wastewater collection system.

During the Leucadia Pump Station Rehabilitation Project, LWD contacted OMWD to open a large valve that staff could not manually open. OMWD successfully opened the valve. This prompted LWD to ask OMWD about future assistance to exercise two (2) large valves at Batiquitos Pump Station and one (1) at Leucadia Pump Station on a semiannual (every 6 months) basis.

In return, OMWD asked if LWD could provide services to clean two (2) of OMWD's pump station wet wells using our combination hydro-cleaning / vacuum trucks.

DISCUSSION:

The approximate cost for a hydraulic operated valve machine is \$40K. This does not include the cost of the vehicle it is mounted on, please see photo. Additionally, there are equipment maintenance costs and staff training necessary to safely and properly operate the equipment.



OMWD has a designated crew that operates the valve turning equipment. This crew is experienced in its operation because OMWD has many valves to operate throughout their distribution system. Similarly, our Field Services crew is experienced in operating our combination hydro-cleaning / vacuum trucks to maintain our collection system. This experience is crucial for the safe and effective operation of the equipment. Therefore, both LWD and OMWD will benefit from the sharing of resources and expertise. It should be noted that additional valves may be added to the Agreement upon mutual agreement by both parties.

On July 14, 2021, the OMWD Board considered and approved the agreement (attached for your review).

Staff believes that a mutual service agreement such as this is a win-win for both agencies involved while demonstrating effective collaboration between public agencies. Therefore, staff recommends that the Board authorize the General Manager to execute this mutual maintenance services and equipment agreement with OMWD.

jms:PJB

Attachment

**AGREEMENT TO PROVIDE MAINTENANCE SERVICES
BETWEEN THE LEUCADIA WASTEWATER DISTRICT
AND OLIVENHAIN MUNICIPAL WATER DISTRICT**

This AGREEMENT is made and entered into on this ____ day of _____, 2021, by and between the LEUCADIA WASTEWATER DISTRICT ("LWD") and OLIVENHAIN MUNICIPAL WATER DISTRICT ("OMWD").

RECITALS

Whereas, OMWD has special expertise with regard to exercising and operation of large valves;

Whereas, LWD desires OMWD's assistance with regard to the exercising of force main valves at LWD's Batiquitos and Leucadia Pump Stations to help ensure their proper operation;

Whereas, OMWD has the need to utilize LWD's Vacuum Truck in its wastewater collection system in order to maintain optimal working conditions thereby reducing the potential for sewer system overflows,

NOW, THEREFORE, in the spirit of interagency cooperation, consideration of the mutual promises, conditions and covenants contained; the parties hereto agree as follows:

AGREEMENT

ARTICLE 1. GENERAL

A. OMWD agrees to exercise force main valves at LWD's Batiquitos and Leucadia Pump Stations at mutually acceptable dates and times. The force main valves to be exercised consist of one valve at the Leucadia Pump Station, two valves at the Batiquitos Pump Station, and any additional valves as the parties agree from time to time.

B. LWD agrees to provide Vacuum Truck services at OMWD's 4S Ranch and Rancho Cielo Pump Stations and wastewater collection system manholes at mutually acceptable dates and times.

C. This agreement is voluntary and may be withdrawn at any time at either parties' sole and absolute discretion.

D. Both parties shall perform all work necessary to complete the work and shall coordinate with each other to ensure it has all labor materials, equipment, and supplies required to complete the work.

E. All work under this AGREEMENT shall be done in a professional manner and both parties represent that they are skilled in the professional expertise necessary to provide these services required under this AGREEMENT.

F. Both parties agree to exchange an equal number hours of services provided pursuant to this AGREEMENT. In lieu of mutually exchanging services, either party may bill 150 dollars per hour for services provided pursuant to this agreement.

G. Either party may terminate this AGREEMENT by providing written notice to the other.

ARTICLE 2. INDEMNITY

Operating valves and operating a Vacuum Truck involve inherent risk whether performed manually or using machine assisted methods; therefore, to the fullest extent permitted by law, LWD and OMWD will indemnify each other, shall defend and hold harmless the other, and their directors, officers, officials, agents, employees, volunteers and consultants from and against all claims, demands, damages, losses, expenses, fines and other costs, including costs of defense and attorneys' fees, arising out of or resulting from this AGREEMENT, including without limitation, OMWD's work involving the force main valve maintenance and LWD's operation of the Vacuum Truck. However, neither party shall have an obligation to indemnify the other party from a claim caused by the active negligence, sole negligence, or willful misconduct of an indemnified party.

ARTICLE 3. SEWER SYSTEM OVERFLOW

In the event that during the valve exercising process a sewer system overflow (SSO) occurs from LWD's force main valves, OMWD shall not be responsible for the costs

associated with or attributed to the SSO. These costs include, but are not limited to, response by LWD's staff and contractors, mitigation, cleanup, repairs, environmental sampling and/or monitoring, claims, litigation, OMWD staff costs and attorneys' fees, and any fines or penalties that may be levied against OMWD. All costs and actions for determining the cause of the SSO shall be the sole responsibility of LWD.

ARTICLE 4. CALIFORNIA LAW GOVERNS

This AGREEMENT shall be governed by California law. In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this AGREEMENT, the parties agree that jurisdiction and venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California. In the event any arbitration, action or proceeding is initiated to challenge, invalidate, enforce or interpret any of the terms of this AGREEMENT, the prevailing party shall be entitled to all attorneys' fees, all expert fees and costs, and all litigation fees, costs, and expenses in addition to any other relief granted by law. This provision shall apply to the entire AGREEMENT.

ARTICLE 5. DISPUTE RESOLUTION

Before any Party to this AGREEMENT may bring suit in any court concerning an issue relating to this AGREEMENT, such Party must first seek in good faith to resolve the issue through mediation or other form of non-binding alternative dispute resolution mutually acceptable to the Parties. Either Party may initiate informal dispute resolution by written demand on the other. No lawsuit or other remedy may be pursued until at least one informal meeting session has occurred or until the passage of thirty (30) calendar days from the date of mailing of the demand for dispute resolution, whichever occurs first.

ARTICLE 6. MODIFICATION

This AGREEMENT may not be altered in whole or in part except by a written modification approved by OMWD and executed by all the parties to this AGREEMENT.

ARTICLE 7. ENTIRE AGREEMENT

This AGREEMENT, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this AGREEMENT. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this AGREEMENT, are intended to be replaced in total by this AGREEMENT. LWD warrants and represents that no OMWD representative has made any oral representations or oral agreements not contained in this AGREEMENT. LWD further warrants and represents that LWD has not relied upon any oral statements or promises made by any OMWD representative or agent in executing this AGREEMENT. The parties mutually declare that this AGREEMENT and its exhibits constitute a final, complete and integrated agreement between the parties.

ARTICLE 8. UNENFORCEABLE PROVISIONS

The terms, conditions, and covenants of this AGREEMENT shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this AGREEMENT, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

ARTICLE 9. REPRESENTATION OF CAPACITY TO CONTRACT

Each party to this AGREEMENT represents and warrants that he or she has the authority to execute this AGREEMENT on behalf of the entity represented by that individual. This representation is a material term of this AGREEMENT.

ARTICLE 10. OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT COUNSEL

Each of the parties to this AGREEMENT warrants and represents that it has been advised to consult independent counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this AGREEMENT.

ARTICLE 11. NO WAIVER

The failure of either party to enforce any term, covenant or condition of this

AGREEMENT on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this AGREEMENT at any later date or as a waiver of any term, covenant, or condition of this AGREEMENT. No waiver shall occur unless the waiver is expressly stated in writing and signed by the person for the party having the authority to expressly waive the benefit or provision, in writing. No oral waivers shall be effective against either party.

ARTICLE 12. NO JOINT VENTURE and NO THIRD PARTY BENEFICIAIRES

Nothing in this AGREEMENT is intended to create a joint venture, partnership or common enterprise relationship of any kind between LWD AND OMWD. No third parties shall be construed as beneficiaries of any term, covenant or provision of this AGREEMENT.

ARTICLE 13. TIME OF ESSENCE

The parties agree that time is of the essence as to all matters specified in this AGREEMENT. The parties mutually declare that this is a material term of this AGREEMENT.

ARTICLE 14. NOTICES.

All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, or sent certified mail, return receipt requested, to the following addresses:

To: LWD
Leucadia Wastewater District
Attn: Paul J. Bushee, General Manager
1960 La Costa Ave
Carlsbad, CA 92009

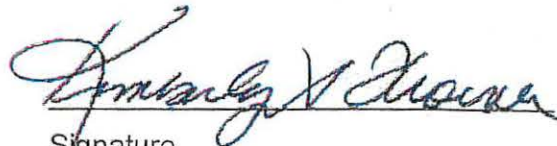
To: OMWD
Olivenhain Municipal Water District
Attn: Kimberly A. Thorner, General Manager
1966 Olivenhain Road
Encinitas, California 92024

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

Leucadia Wastewater District:

Olivenhain Municipal Water District:

Signature



Signature

Title

Kimberly A. Thorner, General Manager

Title

Date

7/22/21

Date

New projects this month: 1
 Total active projects: 18

LEUCADIA WASTEWATER DISTRICT			
Development Services Greater than 5 EDUs, Public Projects, or Sewer Improvements			
Jul-2021			
District Location Code	Project Name	Project Description	Status
3252-0929	CASCADA VERDE	Development with Sewer Connection	In-Review. Waiting on final plan submittal.
3252-0943	LEUCADIA STREETScape	Streetscape Plan Check	Phase 1 approved and under inspection. Further phases in review.
3252-0996	ENCINITAS BEACH HOTEL	Development with Sewer Connection	Lateral connections complete. Coordinating inspection closeout.
3252-1006	Jason Street Storm Drain	Utility Conflict	Waiting on mylars. Project on hold pending funding.
3252-1015	Orpheus Avenue Drainage Improvements	Utility Conflict	In Review. Provided PC1 and now waiting on City of Encinitas.
3252-1032	Weston Annexation	Annexation/Subdivision with Sewer Connection	In Review. Waiting on plan submittal.
3252-1033	1528 N. Coast Highway	Development with Sewer Connection	Plans approved. Inspection ongoing.
3252-1058	El Camino Real Building	Development with Sewer Connection	Plans approved. Construction start (lateral inspection) pending.
3252-1074	City of Encinitas-Morning Sun & Woodside Lane	City CIP Project	Plans signed. Construction/inspection pending.
3252-1079	City of Encinitas - Leucadia Blvd & Hygeia Roundabout	Public Street Improvement	Plans signed. Inspection pending.
3252-1108	Segovia Way Pavement Project	City CIP Project	In-review.
3252-1109	Lagasse Annexation - 395 Sunset Drive	Annexation with Public Sewer Improvement	Plans signed. Inspection pending.
3252-1111	Marea Village 1900 & 1950 N Coast Hwy 101	Development with Sewer Connection.	Preliminary sewer study approved. Waiting on plan submittal.
3252-1112	696 N. Coast Highway 101	Building Renovation with Existing Lateral.	Plans signed. Cleanout inspection pending.
3252-1114	1143 Eolus Avenue Public Sewer Improvement Plan	Public Sewer Improvement	In-review.
3252-1115	555 & 571 North Vulcan	Public Sewer Improvement	In-review.
3252-1124	The Kebab Shop	Tennant Improvement	In-review.
3252-1126	Sweetgreen	Tennant Improvement	In-review.