



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

Department of Public Works

DATE: August 30, 2005
BOARD MEETING DATE: September 20, 2005
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Neil R. Cullen, Director of Public Works
SUBJECT: Agreement for the Installation of a Pump House Structure and Water Main in the Sears Ranch Road Right-of-Way - La Honda Area

Recommendation

1. Adopt a resolution authorizing the President of the Board to execute an Agreement with the La Honda/Pescadero Unified School District (School District) to allow the installation of a pump house structure and water main within the Sears Ranch Road right-of-way.
2. Direct the Clerk of the Board to record the Agreement after its execution.

Vision Alignment

Commitment: Ensure basic health and safety for all.

Goal 7: Maintain and enhance the public safety of all residents and visitors.

The proposed agreement allows the pump house structure and water main that provides potable water to the LaHonda Elementary School to remain in the Sears Ranch Road right-of-way, and requires the School District to move or relocate these facilities if necessary due to road related work.

Background

The La Honda Elementary School (School), located off of Sears Ranch Road, previously

Honorable Board of Supervisors

Subject: Agreement for the Installation of a Pump House Structure and Water Main in the
Sears Ranch Road Right-of-Way - La Honda Area

August 30, 2005

Board Meeting Date: September 20, 2005

Page 2

The supply line runs from the Cuesta La Honda Guild's water line on the southerly side of Highway 84, up Sears Ranch Road to the School property.

Discussion

We issued an encroachment permit for the supply line and pump station conditioned on the District entering into an agreement to maintain the water supply facilities and to be responsible for relocating or removing the facilities should the facilities become an impediment to the exercise of the County's rights to use the Sears Ranch Road right-of-way.

An agreement that has been approved as to form by County Counsel, was prepared which provides for the installation, maintenance and relocation/removal of the facilities if necessary in the future, and the School District has executed the agreement.

A resolution authorizing the President of the Board to execute the agreement on behalf the County has also been approved as to form by County Counsel.

Fiscal Impact

There is no impact to the General Fund or any other fund of the County by your Board authorizing execution of the proposed Agreement.

Neil R. Cullen
Director of Public Works

NRC:LE:KSA:sdd

F:\USERS\ADMIN\Board of Supervisors\2005\September 20, 2005\La Honda School BOS Report Sept 05revaug25.doc

cc: Mr. Timothy A. Beard, Superintendent
La Honda/Pescadero Unified School District

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

* * * * *

**Resolution Authorizing Execution of an Agreement for the Installation of a Pump House
Structure and Water Main within the Sears Ranch Road Right-of-Way -
La Honda Area**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of
California, that

WHEREAS, the La Honda/Pescadero Unified School District (“District”) is the owner
of real property in the County of San Mateo, State of California, and has requested that they be
allowed to install a pump house structure and water main within Sears Ranch Road right-of-way;
and

WHEREAS, the Director of Public Works has recommended that an agreement with the
District be entered into which provides for the maintenance and removal of the pump house
structure and water main if and when they become an impediment to the public’s use of the Sears
Ranch Road right-of-way; and

WHEREAS, the District has agreed to execute a recorded agreement to maintain,
repair, relocate or remove said pump house structure and water main at District’s expense upon
demand of County; and

NOW, THEREFORE, BE IT RESOLVED, that:

1. the Agreement by and between the County of San Mateo and the La Honda/Pescadero Unified School District is hereby approved;
2. the President of this Board is hereby authorized to execute the agreement on behalf of the County and the Clerk of the Board shall attest to the President's signature thereto; and
3. the Clerk of this Board is hereby directed to record the Agreement after execution.

* * * * *

A.P.N. _____

NRC:KSA

X-78-B/D-4

F:\USERS\ADMIN\Board of Supervisors\2005\September 20, 2005\LaHondSchool Agreement April 18.doc
F:\USERS\ADMIN\P&S\PERMITS\Agreements\2005\LaHondschool agreementapril14.doc

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called the "County," and La Honda/Pescadero Unified School District hereinafter called "the District."

W I T N E S S E T H:

WHEREAS, the District has requested issuance of an Encroachment Permit from the County to install a water main and to construct a pump house structure within the Sear Ranch Road right-of-way as shown on construction drawings by Bracewell Engineering, Inc. described in Exhibit "A" attached hereto; and

WHEREAS, the pump house does not pose an impediment to the County's use of the right-of-way at this time; and

WHEREAS, in consideration of and as a condition of approval by County of an Encroachment Permit, District is willing to repair, restore, maintain, relocate and/or remove the proposed pump house structure or water main from the right-of-way at District's own expense upon demand of County, should the pump house or water main become an impediment to the exercise of County's right within the right-of-way

1. County agrees to give and hereby grants to District an Encroachment Permit, as described on the drawings and map attached hereto, which are incorporated by this reference as Exhibit B. District shall not pay County for said permit, but shall comply with all conditions set forth herein.

2. District agrees to repair, restore, relocate, maintain, or remove the water main or pump house structure that is within the Sears Ranch Road right-of-way at District's own expense upon demand of County.

3. In the event such repairs are necessary, in the discretion of the County, County shall notify the District at least ninety (90) days prior to any proposed work to Sears Ranch Road that will require the alteration, reconstruction or removal of District's water main or pump house. Notification shall be by United States first class mail, sent to:

School Superintendent
La Honda /Pescadero Unified School District.
P.O. Box 189
Pescadero, CA 94060

The notice shall describe the work to be done by the District, or successor in ownership, the time within which the work shall commence and the time within which it shall be completed.

4. Should District fail to satisfy such demand, County may take such action as is necessary to protect the public interest within the right-of-way of Sears Ranch Road and District agrees to reimburse County for any and all costs incurred therewith.

whomever belonging, including but not limited to, the concurrent active or passive negligence of the County, officers, agent, or employees and servants, resulting from the installation, maintenance, use and/or existence of said encroachment within the Sears Ranch Road right-of-way as authorized and required by this agreement of District, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the District to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of the California Civil Code.

6. Should legal action be necessary to enforce any provision of this agreement, District agrees to pay all reasonable attorney fees and costs incurred by County in connection therewith.

7. This agreement shall be recorded by County. All covenants herein contained shall pertain to and run with the real property described herein, and this agreement shall apply to, bind and inure to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

“County”

COUNTY OF SAN MATEO

BY:

Neil R. Cullen
Director of Public Works

“EXHIBIT A”

That certain location as shown on plans prepared by Bracewell Engineering, Inc.-
Consulting Engineer for the La Honda/Pescadero Unified School District dated
November 19, 2004.