

DEPARTMENT OF CORRECTIONS

1515 S Street, Room 125S

P. O. Box 942883

Sacramento, CA 94283-0001



APR 8 1992

Alan Jacobsen
City of Coalinga
160 W. Elm Avenue
Coalinga, CA 93210

CONTRACT NO. C91.4019

Enclosed for your files is the fully executed original of the above referenced contract.

If further information is needed, please contact Anita Kepley, Construction Contracts Analyst, at (916) 324-6638.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ronald E. York'.

RONALD E. YORK, Manager
Construction Contracts Unit

Enclosure

JOINT POWERS AGREEMENT FOR THE CONSTRUCTION OF WATER
SUPPLY AND TRANSPORTATION FACILITIES AND FOR WATER SERVICE

This Agreement is made and entered into this 20th day of February 1992, by and between the City of Coalinga (hereinafter "the City") and the California Department of Corrections (hereinafter "the State").

WITNESSETH

WHEREAS, the State, having the authority to construct and operate prisons, proposes to construct a prison to be referred to as the California State Prison - Fresno County which will be located near the City of Coalinga; and

WHEREAS, the State is empowered to provide its own water service to the prison facility; and

WHEREAS, the prison site is not currently within the present boundaries of the City; and

WHEREAS, the City owns and operates a water supply and distribution system which supplies water to customers within and outside City limits; and

WHEREAS, the State desires to acquire the rights for the use of treatment capacity in the City's system, such rights not to include any right to any allocation of the City's raw water source and supply, adequate to service the prison and to obtain water service from the City; and

WHEREAS, the City, recognizing that in the interest of public health and safety a prison must be provided with a reliable water supply, is willing to provide needed treatment capacity to the prison and to guarantee a treated water supply to the prison on terms and conditions consistent with State law

and the City's water contract with the United States Bureau of Reclamation (USBR) dated October 28, 1968, provided that the State pay all fair and reasonable fees and charges as set forth herein; and

WHEREAS, a water line must be constructed in order to transport water to the prison site; and

WHEREAS, said water line is planned to run from Palmer Avenue south along Calaveras Avenue to Jayne Avenue, and then east along Jayne Avenue to the prison site (hereinafter Calaveras/Jayne East Line); and

WHEREAS, the State agrees to design, construct and pay for said Calaveras/Jayne East Line, such design, being subject to approval by the City; and

WHEREAS, the present City-operated water treatment plant is inadequate to serve the needs of the prison, current customers and new customers resulting from anticipated growth; and

WHEREAS, the City has developed a Water System Master Plan (February 1991) whereby it intends to improve and expand certain of its water facilities including the water treatment plant; and

WHEREAS, the State agrees to pay its fair share of the Water System Master Plan improvements costs associated with the water treatment plant, as provided by this Agreement.

NOW THEREFORE, it is mutually agreed as follows:

A. WORK PERFORMED BY THE PARTIES

1. City Agrees:

- a.) To perform the work in Categories A and C water treatment plant improvements, included in the City's Water System Master Plan, with its own forces or with its own contractor, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to pursue said work diligently to completion. A copy of Categories A and C is attached hereto and incorporated herein by this reference as Appendix "A".
- b.) That if the City does not perform the work with its own forces, to comply fully with Appendix "B", which is attached hereto and incorporated by reference herein.
- c.) Upon acceptance by the City of all construction described in subparagraph A.2.a. and the completion of the Calaveras Reservoir by the City, which the City agrees to construct within one year of the execution and receipt of the fee by the City, the quantity of water needed by the prison, up to a maximum of 1.00 MGD shall be delivered to the prison by the City. Within 24 months after this Agreement is executed by the State, and the fee is received by the City, the City shall provide the quantity of water needed by the prison, up to a maximum of 2.00 MGD.
- d.) The prison shall be provided with a reliable water supply and shall be guaranteed water of the same quality, once the construction projects described in this Agreement are completed, and to the same extent as the City provides to the residents of the City of Coalinga. Insofar as and only to the extent that City's actions in doing so are consistent with State law and consistent with the City's water supply

contract with the Bureau of Reclamation dated October 28, 1968. This guarantee is for treated supply and not rates charged for such supply.

- e.) To comply with all requirements of the California Environmental Quality Act as lead agency, for any and all actions taken pursuant to subparagraphs A.1.a.), b.), and c.) of this Agreement.

2. The State Agrees:

- a.) To construct the Calaveras/Jayne East Line.
- b.) All construction pursuant in subparagraph A.2.a.) shall be in accordance with the 100 percent construction drawings which shall be preapproved by the City. Any material changes to the approved 100 percent construction drawings will require the approval by City, however, the City's failure to take action to approve or disapprove such proposed changes within 15-calendar days of receipt, shall constitute approval of the proposed changes.
- c.) To comply with all requirements of the California Environmental Quality Act as lead agency, for any and all actions taken pursuant to subparagraphs A.2.a.).

B. OTHER OBLIGATIONS OF THE PARTIES

- 1. Upon execution of this Agreement, the City shall charge and the State shall pay the amount of \$3,991,500 which represents 75 percent of the estimated costs for Categories A and C water treatment plant improvements (defined in the City's Water System Master Plan) which are included as Appendix "A". This payment

shall be accepted by the City in lieu of any contract initiation fee or any other capital facilities fee. If 75 percent of the actual costs for Categories A and C water treatment plant improvements are less than \$3,991,500, the City shall refund any such difference to the State within 90-days of notice of completion of the project. The City retains the right to modify the water treatment plant improvements in Categories A and C, however, in no event shall the State's capital contribution to the City under this Agreement exceed the amount of \$3,991,500 nor shall such modification alter in any way the commitments made by the City pursuant to Paragraph A.1.c. of this Agreement or otherwise adversely affect the State's interests hereunder.

2. The City agrees that the funds paid by the State pursuant to paragraph B.1 above shall be for the Water Treatment Plant Improvements as represented by paragraph A 1.a) and shall be either administered, expended or refunded by the City in accordance with Government Code Section 66000 et seq. and all other applicable laws.
3. The State agrees to dedicate and surrender possession to City of all work items in Paragraphs A.2.a.).

a.) Acceptance by the City of work performed by the State shall be in writing by the City as issued by the Department of Public Services of the City which acceptance shall set forth the specific date of such acceptance. Such date shall be the date the State certifies that the improvements comply with the approved record drawings and specifications. That date shall constitute the date of transfer of ownership of the Improvements to the City as is provided in this

Agreement. Acceptance shall not be unreasonably withheld and shall follow inspection by the City Department of Public Services and written confirmation of completion of the Improvements pursuant to this Agreement by the Department of Public Services. The Department of Public Services will not issue the letter of acceptance until such confirmation of inspection and completion has been accomplished.

b.) The City's acceptance of the improvements shall constitute a determination by the City that the improvements comply with the approved record drawings and specifications therefore.

c.) The State shall require that each contractor with whom it contracts warrant that the improvements for which he or she is responsible will be free from defects in materials or workmanship and will be suitable for their intended use. Further the State shall require its contractors to include in all subcontracts the requirement that all warranties or guarantees given by the subcontractor or materialmen shall benefit both the City and the State.

4. a.) It is agreed that the State shall pay a rate for water, as determined by the City Council, which shall be the same rate as that charged to all other similarly situated out of City users. Should the State property served under this Agreement ever be annexed to the City, then the rate paid by the State for water under this Agreement shall be the same as the rate paid by similarly situated City water users. The City and State agree that they will support annexation of the prison to the City.

- b). It is understood that the City reviews the rate structure approximately every three years. Additionally, the City agrees to conduct a review of the out of City rate within sixteen (16) months of the time that prison facility becomes fully staffed and operational at the 100 percent design capacity level. Further, the City agrees to adjust rates as determined by such special review which determination shall be at the discretion of the City.
5. The State agrees to comply with all fair, reasonable and nondiscriminatory rules, rates and/or regulations adopted by the City Council, and from time-to-time modified by subsequent City Council action, which apply to water users, unless the State or similarly situated users are expressly exempted therefrom. Nothing in this Agreement shall be construed as a waiver of any right the State may have to challenge actions taken by the City Council.
6. The USBR contract dated October 28, 1968, is incorporated into and hereby expressly made a part of this Agreement, and each and every provision of this Agreement is subject to the rights and obligations of the City under said USBR Contract as therein set forth; provided that no amendment of said USBR Contract shall affect the rights or obligations of the State hereunder without State's prior written consent thereto.
7. Any water furnished to the State or Prison Industry Authority under the terms of this Agreement shall not be transmitted off of the State's prison facility property, except as runoff, nor shall the State resell the water so furnished nor allow its use, except for Prison purposes, by any other person.

8. All water delivered to the State hereunder shall meet all applicable standards for consumption.
9. If, during the term of this Agreement the City needs to expand its water distribution system, State agrees, upon written request by the City, to grant the City an underground water pipeline easement within said prison site, at no cost to the City, with the exception of State processing costs associated with the granting of such an easement. This grant shall be on State's standard Agreement and Grant of Easement form and shall be restricted to a 10.0 foot wide strip of land situated adjacent to either Jayne Avenue or the westernmost boundary of said prison site as it now exists, and is further shown on Exhibit 1, attached hereto. This easement will be subject to the review and approval of the State Department of Fish and Game and to compliance with the California Environmental Quality Act at such time as the grant is to be made; the City shall also bear all costs and obligations resulting from such compliance.
10. This Agreement represents the entire Agreement of the parties, and this Agreement may be modified only upon mutual written consent.
11. This Agreement shall become effective on the date of execution. The Anniversary Date of this Agreement shall be the same day each year as the date of execution for each year thereafter. The initial term of this Agreement shall be for thirty years. This Agreement shall be automatically renewed for an additional five-year term thereafter unless terminated as set forth herein and then, at the end of the additional five-year term, shall be automatically renewed for a second additional five-year term

thereafter, unless terminated as set forth herein. Termination shall be for good cause. Any notice of termination shall be in writing and shall become effective on the first Anniversary Date which follows at least 18 months after the date of the mailing of the notice. Receipt of the notice by the State shall start the 18 months of the notice time period.

12. Pursuant to the provisions of Government Code Section 10532, the parties billing records hereto shall be subject to examination and audit by the State Auditor General for a period of three (3) years after the payment described in Paragraph B.1 of this Agreement concerning matters connected with the performance of this Agreement.
13. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with the Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
14. The obligations of the parties to this Agreement are contingent upon this being reviewed, affirmed, or approved by any and all agencies, officers, or persons as required by State law and upon the availability of funds.
15. As authorized by Government Code Sections 895 through 895.8, neither party nor its officers, agents or employees shall be responsible for any damage or liability resulting or occurring by reason of anything done or omitted to be done by the other party under, incidental to or in connection with any work, act, authority or jurisdiction which is the responsibility of such other party. Such other party shall defend, indemnify, and hold

harmless to the extent permitted by law, the party, its officers, agents and employees, whose actions or inactions did not result in the damage or liability claimed.

16. In executing their respective responsibilities under this Agreement, each party shall follow law, procedures and comply with conditions applicable to it.

17. The City, agrees that by signing this Agreement, that the City is in compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The City will:

a.) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b.) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace,
- (2) The person's or organization's policy of maintaining a drug-free workplace,
- (3) Any available counseling, rehabilitation, and employee assistance programs, and
- (4) Penalties that may be imposed upon employees for drug

abuse violations.

c.) Provide as required by Government Code Section 8355(c) that every City employee who works on the proposed improvements:

- (1) Will receive a copy of the City's drug-free policy statement, and
- (2) Will agree to abide by the terms of the City's statement as a condition of employment on the agreement.

lpris.cor\91-050.agr

IN WITNESS OF THE FOREGOING, the parties, by and through their duly authorized representatives, have made and entered into this Agreement as of the date first set forth above.

State of California
Department of Corrections

By: [Signature]
FRANK E. RENWICK
Chief, Contract Services Section

City of Coalinga

By: [Signature]
JEAN O'QUINN
Mayor

Attest:

State of California
Department of General Services

By: _____

By: [Signature]
City Clerk

Approved as to Form:

By: [Signature]
City Attorney

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		Department of Corrections Use Only I hereby certify that all conditions for exemption set forth in Penal Code Sections 7000-7016 and/or State Administrative Manual Section 1206 have been complied with and this contract is exempt from approval by the Department of General Services.
\$ 3,991,500.00	CAPITAL OUTLAY		PUBLIC BLDG. CONSTRUCTION FUND		
UNENCUMBERED BALANCE	(OPTIONAL USE)				
\$	7600/842.30/90958				
ADJ. INCREASING ENCUMBRANCE	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
\$	8850-801-660.147 Sec.9	981	1990	91/92	
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
\$	842.30 RETAINED				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			
X <u>[Signature]</u>		4/6/92		By: <u>[Signature]</u> Date: 4/7/92	

APPENDIX A

TABLE 9-1

CATEGORY A IMPROVEMENTS

No.	Description	Cost
A-1	Replace chlorine system	\$ 30,000
A-2	New ammonia system	35,000
A-3	Raw water turbidimeter and alarm	24,000
A-4	Alum system upgrade	34,000
A-5	Polymer system upgrade	30,000
A-6	Filter media makeup	10,000
A-7	* Filtered water turbidimeters and recorders	-0-
A-8	Zinc orthophosphate system	57,000
A-9	Sludge removal control	10,000
A-10	Ramp into washwater recovery basin	15,000
A-11	Deleted	
A-12	Remodel administration building and expand laboratory	150,000
A-13	Derrick Reservoir chlorine boosting station	20,000
A-14	Calaveras Avenue chlorine boosting station	18,000
	Electrical	60,000
	Mechanical	8,000
Total		\$ 501,000

* Included in Category B Improvements

Overhead and Profit (20%)	\$ 100,200
Mobilization	10,878
Earthquake Insurance	2,174
Sheeting, shoring, and bracing	2,175
Record drawings and O & M Manuals	10,877
Operational Testing	14,141
	\$ 641,445
Inflation (1 year @ 5%)	32,072
Subtotal	\$ 673,517
Contingencies @ 20%	134,703
Total Estimated Probable Cost	\$ 808,220

APPENDIX A

TABLE 9-6

CATEGORY C IMPROVEMENTS

No.	Description	Cost
C-1	Raw water pump station increase	\$ 55,000
C-2	Third treatment train	2,126,000
C-3	Treated water pump station increase	112,000
C-4	Deleted	-0-
C-5	Deleted	-0-
C-6	Third sludge drying bed and gunite lining	297,000
	New RFCs at influent	124,000
*	Instrumentation and control	-0-
	Electrical	44,000
	Repave Site	40,000
Total		\$2,798,000

*	Included in C-2	
	Overhead and Profit (20%)	\$ 559,600
	Mobilization	60,747
	Earthquake Insurance	12,150
	Sheeting, shoring, and Bracing	12,150
	Record drawing and O & M Manuals	60,747
	Operational Testing	78,971
		<u>\$3,582,365</u>
	Inflation (1 year @ 5%)	179,118
	Subtotal	<u>\$3,761,483</u>
	Contingencies	752,297
	Total Estimated Probable Costs	<u>\$4,513,780</u>

APPENDIX B

NONDISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated applicable regulations for the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full, Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

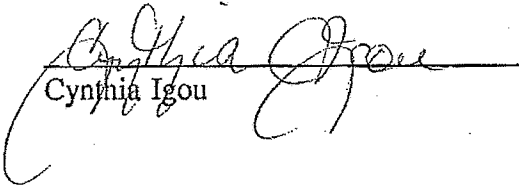
Consideration of a Water Services Agreement with Department of Corrections: Rene Ramirez, Utilities Director, stated that within the document, the City of Coalinga will be providing the California Department of Corrections (CDC) with up to two million gallons of water per day for the prison facility on Jayne Avenue. As a result, the City will be expanding it's water treatment plant and constructing additional storage. The State will be constructing a water line from Palmer Avenue down Calaveras to Jayne Avenue to the prison. CDC will be paying the City a contract fee of approximately four million dollars. This money is restricted for improvements to the City's water system as provided in the contract. Typical of other water agreements, they're not allowed to transmit or resell their water. Some editorial changes were requested by the CDC on the agreement. On pages three and four of the agreement there were some paragraphs switched to more closely delineate City and State responsibilities.

Councilmember Balling commented that the staff should be commended on their negotiating skills with CDC. City Manager Rohlf's stated when the City dealt with George Sifuentes, the negotiating was expedited because Mr. Sifuentes was very businesslike. The last minute changes on the contract changes were only due to the number of state departments required to review the agreement.

On a motion by Councilmember Bonilla and seconded by Councilmember Wood, the Water Service Agreement was unanimously approved with the amendments referenced, by the following roll call vote:

<i>Ayes:</i>	<i>Balling, Bonilla, Lander, Wood, O'Quinn</i>
<i>Noes:</i>	<i>None</i>
<i>Absent:</i>	<i>None</i>

I, Cynthia Igou, Deputy City Clerk for the City of Coalinga, certify that this is a true and exact excerpt taken from the City Council meeting of February 6, 1992.


Cynthia Igou

STATE OF CALIFORNIA-YOUTH AND ADULT CORRECTIONAL AGENCY

DEPARTMENT OF CORRECTIONS

NOTICE OF DETERMINATION

TO: OFFICE OF PLANNING AND RESEARCH FROM: DEPARTMENT OF CORRECTIONS
1400 TENTH STREET, ROOM 121 PLANNING AND CONSTRUCTION
SACRAMENTO, CA 95814 DIVISION
501 J STREET, SUITE 304
P. O. BOX 942883
SACRAMENTO, CA 94283-0001

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the
Public Resources Code.

PROJECT DESCRIPTION:

Project Title: California State Prison - Fresno County at Coalinga	State Clearinghouse Number 89020141
Site name: Jayne Avenue West	County/City Fresno/Near Coalinga
	Department Contact Bernd Beutenmuller
Location: On Jayne Avenue 5 miles east of the City of Coalinga	Phone Number (916) 323-0739

PROJECT ABSTRACT:

The project as approved by the Department of Corrections consists of activities necessary to construct and operate a prison designed for the purpose of housing primarily medium security inmates. The project site consists of 637 acres and will house, at design bed capacity, 2,000 medium security inmates and 200 minimum security support inmates. At worst case overcrowding (190% of design capacity) the facility could accommodate 3,800 medium security inmates and 380 support service inmates. Project employment will range from 857 to 1,187 employees depending on inmate occupancy levels. Mitigation measures as identified in the required Statement of Findings have been incorporated into this project's Mitigation Monitoring Program as a condition of project approval.

The project XX will, _____ will not, have a significant effect on the environment.

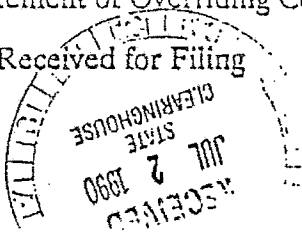
XX An Environmental Impact Report and Statement of Findings were prepared for the project pursuant to the provisions of CEQA.

_____ A Negative Declaration was prepared for the project pursuant to the provisions of CEQA.
A copy of the Negative Declaration is attached.

Mitigation measures XX were, _____ were not, made a condition of the approval of the project.

A Statement of Overriding Considerations XX was, _____ was not, adopted for this project.

Date Received for Filing



Director of Corrections

Date: 7-2-90

Vicinity Map

California State Prison - Fresno County at Coalinga

