

Attachment 3

COOPERATIVE AGREEMENT BY AND BETWEEN THE MARIN MUNICIPAL WATER DISTRICT AND THE COUNTY OF MARIN

This Agreement is made this __day of _____, 2024_ (“Effective Date”) by and between the Marin Municipal Water District (hereafter “**DISTRICT**”) and the County of Marin (hereafter “**COUNTY**”).

RECITALS

- A. DISTRICT and COUNTY support the coordinated paving efforts of Pacheco Street and Eureka Street that is being trenched by the DISTRICT for the installation of its pipeline and can be prioritized for paving by the COUNTY.
- B. DISTRICT has the Marin City Phase I Pipeline Replacement Project (“PIPELINE PROJECT”), which proposes to install its new water main on Pacheco Street and Eureka Street and would require T-grind restoration of the COUNTY roadway;
- C. DISTRICT and COUNTY have calculated the dollar value of the T-grind restoration for the PIPELINE PROJECT as \$44,998.20. A plan of the restoration limits of the PIPELINE PROJECT is attached to this Agreement and incorporated herein as Exhibit A (hereafter the “Work”), which forms the basis for the determination of the cost of the Work. T-grind is defined by milling the top two inches of existing asphalt and replacing it with a new two-inch layer of hot mix asphalt with a 8-foot width for pipe mainline and 6-foot width along service laterals for both Pacheco Street and Eureka Street upon completion of new pipeline installation in connection with the PIPELINE PROJECT.
- D. COUNTY proposes to design and construct a project to pave the full width of Pacheco Street and Eureka Street (“COUNTY PROJECT”).
- E. DISTRICT and COUNTY by this Agreement, seek to coordinate the PIPELINE PROJECT and COUNTY PROJECT to save costs and avoid duplicative paving projects.
- F. DISTRICT and COUNTY have mutually agreed to share the cost of the COUNTY PROJECT provided the District not pay more than would have been necessary if the DISTRICT PROJECT included County standard paving restoration.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DISTRICT and COUNTY mutually agree as follows:

1. DISTRICT agrees that it shall:
 - a. Act in the best interest of COUNTY always with respect to this Agreement.
 - b. Notify COUNTY once DISTRICT has completed the PIPELINE PROJECT for which DISTRICT will install a two-inch pave plug for any trenching associated with the PIPELINE PROJECT in lieu of full land T-grind paving.
 - c. Complete the PIPELINE PROJECT no later than December 31, 2025 to allow County access to begin COUNTY PROJECT.
 - d. Reimburse COUNTY for the area of Marin County Unified Construction Standards T-grind limits multiplied by the DISTRICT's 'Unit Price'. The 'Unit Price' will be the average of the last three publicly bid DISTRICT projects for which T-grind paving was performed. The 'Unit Price' averaged by the DISTRICT is \$3.90 per square foot of paving. The COUNTY agrees with this 'Unit Price'. The DISTRICT restoration limit is 11,538 square feet, as shown in Exhibit A setting forth the Work, which totals \$44,998.20.
 - e. Reimburse COUNTY in the amount of \$44,998.20 within thirty (30) days after the COUNTY notices the DISTRICT of completion of the COUNTY PROJECT.

2. COUNTY agrees that it shall:
 - a. Act in the best interest of DISTRICT always with respect to this Agreement.
 - b. Accept the agreed upon reimbursement amount of \$44,998.20 in exchange for the DISTRICT to install a two-inch plug pave in lieu of the paving that otherwise would have been required under COUNTY standards.

3. By entering into this Agreement, DISTRICT and COUNTY mutually understand and agree to the following:
 - a. The final cost is based on constructed quantities established by the T-grind limits identified on the PIPELINE PROJECT plans and as set forth in Exhibit A.
 - b. COUNTY will notify the DISTRICT within thirty (30) days after the COUNTY PROJECT Notice of Completion is filed requesting

reimbursement in the agreed amount of \$44,998.20 for the work associated with the pavement restoration as identified by the PIPELINE PROJECT T-grind limits.

- c. Upon completion and approval of the work under this Agreement, each agency will resume maintenance responsibility in accordance with their respective requirements of state law.
4. This Agreement shall terminate upon completion of the construction of the COUNTY PROJECT and receipt of reimbursement by DISTRICT or by mutual agreement of the parties.
5. This Agreement constitutes the entire Agreement, supersedes all prior written or oral understandings, and may not be extended past the aforementioned term or amended without written consent from both parties.
6. Indemnification, Release, Waiver.
 - a. To the fullest extent permitted by law, COUNTY shall indemnify and hold harmless DISTRICT, its board members, officers, agents and employees from any and all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any negligent act or willful misconduct of COUNTY, its officers, agents, employees, and sub-contractors, under or in connection with this Agreement.
 - b. To the fullest extent permitted by law, DISTRICT shall indemnify and hold harmless COUNTY, its board members, officers, agents and employees from any and all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any negligent act or willful misconduct of DISTRICT, its officers, agents, employees, and sub-contractors, under or in connection with this Agreement.
 - c. In the event of claims or litigation arising out of the PIPELINE PROJECT, the COUNTY PROJECT or this Agreement, the parties agree to work cooperatively in defense of same. This Section 6 shall survive the termination of this Agreement.
7. Severability: Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
8. Dispute Resolution: Any dispute or claim in law or equity between DISTRICT and COUNTY arising out of this Agreement shall be resolved by negotiation between the

parties. If no resolution is achieved, the parties agree to formal negotiations by a mediator mutually chosen and paid for by both parties.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the first date written above.

COUNTY OF MARIN

MARIN MUNICIPAL WATER DISTRICT

President of the Board of Supervisors

Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Clerk for the County

By: _____
Board Secretary

APPROVED AS TO FORM:

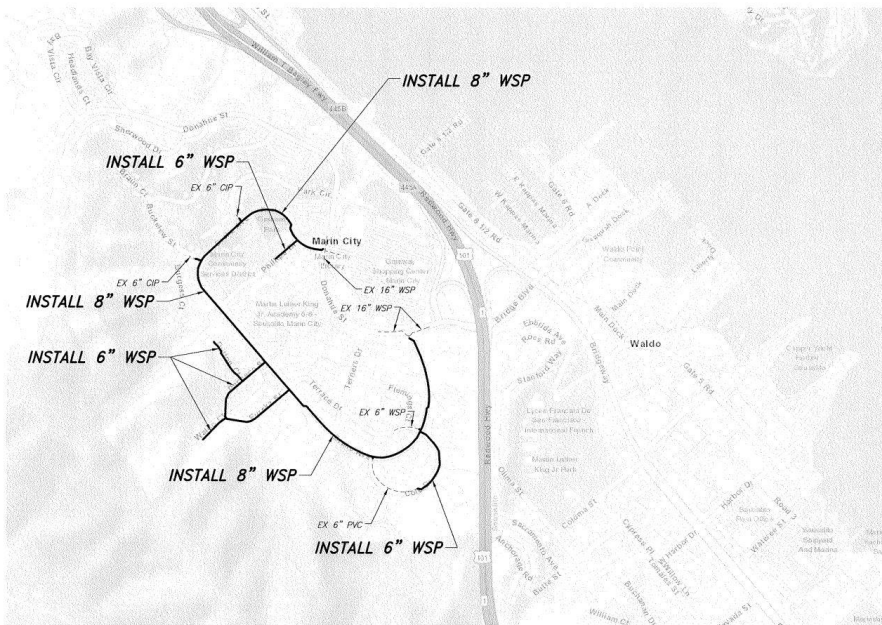
BY: _____
Attorney for the County

ATTACHMENTS – Exhibit A
APPROVED AS TO FORM:

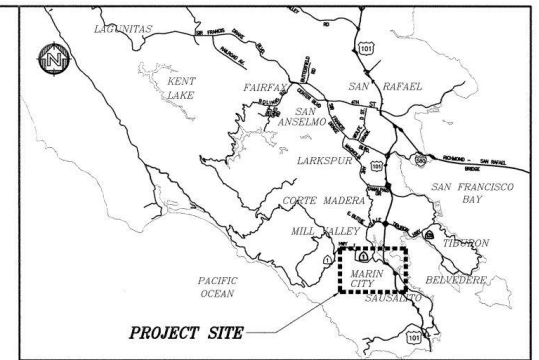
BY:

General Counsel

MARIN CITY - PHASE I PIPELINE REPLACEMENT PROJECT CONTRACT NO. 2019



LOCATION MAP
SCALE: NTS



VICINITY MAP
SCALE: NTS

INDEX TO DRAWINGS

SHEET NO.	SHEET COUNT	TITLE
GENERAL		
G1	1	INDEX TO DRAWINGS, VICINITY MAP & LOCATION MAP
G2	2	GENERAL NOTES, ABBREVIATIONS, SYMBOLS & REFERENCES
CIVIL		
C1	3	DRAKE AV/PHILLIPS DR
C2	4	DRAKE AV
C3	5	DRAKE AV
C4	6	DRAKE AV
C5	7	DRAKE AV/PACHECO ST
C6	8	DRAKE AV/EUREKA ST
C7	9	DRAKE AV
C8	10	DRAKE AV
C9	11	DRAKE AV/COLE DR
C10	12	DRAKE AV
C11	13	PACHECO ST/DUTTON CT
C12	14	DUTTON CT
C13	15	PACHECO ST/WALDO CT/EUREKA ST
C14	16	EUREKA ST
C15	17	COLE DR

STANDARD DETAILS		
SD1	18	STANDARD DETAILS
SD2	19	STANDARD DETAILS
SD3	20	STANDARD DETAILS

- NOTES:**
- GPS CORRECT UNLESS OTHERWISE NOTED.
 - NO PZ CHANGES UNLESS OTHERWISE NOTED.



MARIN MUNICIPAL WATER DISTRICT
220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 945-1455

**MARIN CITY - PHASE I
PIPELINE REPLACEMENT PROJECT
INDEX TO DRAWINGS, VICINITY &
LOCATION MAPS**

[Signature]
GENERAL MANAGER

G1
1 / **20**

SHEET NO.
JOB NO.
GC-25005

NO	REVISION	DRAWN	CHKD	APPRD	DATE

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