

RECEIVED
BRELIF & RACE

MAR 27 1995

AGREEMENT BETWEEN COUNTY SERVICE AREA NO. 31 (AIRPORT-LARKFIELD-WIKIUP) AND THE WINDSOR WATER DISTRICT REGARDING THE OWNERSHIP, CONSTRUCTION, OPERATION, AND MAINTENANCE OF WASTEWATER FACILITIES TO PERMIT THE TRANSFER, STORAGE, AND DISPOSAL OF TREATED WASTEWATER ON A MUTUAL-AID BASIS.

This Agreement is made and entered into this 13th day of December 1988, by and between the Windsor Water District, hereinafter referred to as "DISTRICT," and County Service Area No. 31 (Airport-Larkfield-Wikiup), hereinafter referred to as "CSA #31."

WHEREAS, DISTRICT and CSA #31 both own and operate wastewater treatment and disposal facilities in the vicinity of the Sonoma County Airport; and

WHEREAS, the State Water Quality Control Board has established Waste Discharge Requirements which govern the design and operation of the wastewater treatment and disposal facilities serving the DISTRICT and CSA #31; and

WHEREAS, the reliability of both systems would be enhanced by the construction of an intertie which would permit the interchange of treated water on a mutual-aid basis; and

WHEREAS, the Staff of the State Water Quality Control Board has encouraged DISTRICT and CSA #31 to interconnect the two disposal systems to provide greater operating flexibility under emergency conditions.

NOW, THEREFORE, it is agreed as follows:

1. Purpose of Agreement:

The purpose of this agreement is to set forth the terms and conditions for the construction, operation, and maintenance of intertie facilities to permit the transfer of treated wastewater between the systems serving the DISTRICT and CSA #31.

2. Description of Windsor-CSA #31 Intertie Facilities

The intertie facilities to be constructed pursuant to this agreement would consist of approximately 270 L.F. of 12-inch transmission main and a 2-way metering station with appurtenant valves and controls. A schematic piping plan showing the general layout of the proposed facilities is attached as Exhibit "A." Additional detail is shown on Exhibit "A-1."

Upon completion of the intertie, DISTRICT could deliver 700-1400 gpm to CSA #31 Pond 1. CSA #31 could deliver 400-1200 gpm to the Windsor system using the transfer pumps from the settling ponds. A pump would be required to deliver water directly from Pond 1 to the Windsor system. DISTRICT will, in accordance with Section 7 of this agreement, be responsible for its installation and maintenance.

3. Estimated Cost of Intertie Facilities:

The Windsor-CSA #31 Intertie facilities are estimated to cost approximately \$50,000, including the costs for design, construction, staking, and contract administration. Final costs shall be determined based upon competitive bids for construction and mutually agreeable allowances for engineering and administrative services.

4. Construction Costs to be Shared Equally:

DISTRICT and CSA #31 shall share equally in the costs for the design and construction of the intertie facilities. DISTRICT shall be responsible for the preparation of the contract documents, advertising for bids, construction inspection, and contract administration. DISTRICT shall pay all bills and expenses when due. CSA #31 shall advance \$25,000 to DISTRICT within 20 days of the award of the construction contract by DISTRICT. DISTRICT will invoice CSA #31 for excess costs or refund any previously advanced funds exceeding the actual cost of construction.

5. Approval of Contract Documents and Construction:

CSA #31 shall review and approve the plans, specifications, and contract documents prior to release for bidding. DISTRICT shall refer all bids and agreements to CSA #31 for review and approval prior to award of contract(s). Although DISTRICT shall be responsible for construction inspection, CSA #31 shall have access to the construction site at all times to observe the final inspection and shall concur in the filing of the Notice of Completion.

DISTRICT shall require contractor to take out a policy of insurance acceptable to CSA #31 which shall name DISTRICT and CSA #31 as additional insured. DISTRICT shall require contractor to indemnify and hold harmless DISTRICT and CSA #31 for contractor's actions.

6. Ownership of Intertie Facilities Upon Completion of Construction:

CSA #31 would own and be responsible for the maintenance of all facilities located on CSA-owned property except as otherwise specifically noted herein. DISTRICT would own and be responsible for the maintenance of all facilities located outside the boundaries of the CSA-owned property.

7. Construction of Booster Pumping Station:

In order for DISTRICT to obtain treated water directly from Pond #1, it would be necessary to construct a booster pumping station at the Pond No. 1 outlet works. Approximately 700 feet of pipeline would be required to connect the pumping station to the intertie facilities. The pumping station and pipeline would be situated on the CSA-owned site for Pond 1, provided that written consent of CSA #31 shall be obtained prior to construction of any such pumping station.

If CSA #31 consents to the construction of the pumping station and pipeline, the costs shall be borne entirely by DISTRICT. DISTRICT shall

own the facilities upon completion of construction and shall be responsible for all operating and maintenance expenses. Construction shall be subject to the prior review and approval of CSA #31 with respect to final locations and details of construction. CSA #31 shall grant DISTRICT an easement or encroachment permit providing for the installation and maintenance of the pumping station and pipeline on CSA-owned property. All construction activities on site shall be coordinated with CSA #31. Upon termination of this agreement, DISTRICT shall, at its cost, remove all facilities constructed pursuant to this section within a reasonable period of time.

8. Transfer of Treated Wastewater:

Transfers shall be accomplished only at such times and under such conditions as shall be mutually agreed upon by the Manager of the Windsor Water District and the County Director of Public Works, or their authorized representatives. All requests shall be submitted in writing and shall be subject to written consent on terms prior to commencement of the exchange.

9. Mutual Responsibilities for Wastewater Transfers:

If one entity transfers water to the other, the transferring entity shall, at the election of the receiving entity, be obligated to accept an equal amount of water from the receiving entity within 12 months following the transfer, provided that the receiving entity shall give reasonable written notice of such an election. If one entity requests water from the other, the receiving entity shall, at the election of the supplying entity, be obligated to return an equal amount of water within 12 months, provided that the supplying entity shall give reasonable notice of such an election.

10. Verification of Wastewater Quality:

All waters transferred shall meet the water quality standards prescribed by the Regional Water Quality Control Board for the proposed use or disposal method. The entity requesting the transfer shall be responsible for verifying the quality of the water transferred. Waters returned shall be of like quality of those received, and the burden of proof shall rest with the entity which initiated the original transfer.

11. Termination:

This agreement can be cancelled by either party giving 12-months written notice to the other.

12. Nondiscrimination:

DISTRICT shall comply with all applicable federal, state, and local rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

13. Merger:

This writing is intended as a final expression of the agreement between the parties hereto with respect to the included terms and as a complete and

exclusive statement of the terms of the agreement pursuant to Code of Civil Procedure Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. Method and Place of Giving Notice

All notices and communications shall be made in writing and shall be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CSA #31 Director of Public Works
 County of Sonoma
 575 Administration Drive, Room 117A
 Santa Rosa, CA 95403

DISTRICT: General Manager
 Windsor Water District
 Post Office Box 100
 Windsor, CA 95492

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices or communications are to be given by giving notice pursuant to this paragraph.

15. Demand for Assurances:

Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until he receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this agreement, but also conduct with respect to other agreements between the parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

16. Indemnification:

DISTRICT shall indemnify, hold harmless, defend and release CSA #31, its agents and employees from any and all liability, actions, claims, damages, costs or expenses, including attorney's fees and costs and expenses of suit which may be asserted by any person arising out of or in connection with the action or inaction of DISTRICT in the course of the performance of this

agreement where DISTRICT is actively negligent and CSA #31 is passively negligent. CSA #31 shall indemnify, hold harmless, defend and release DISTRICT, its agents and employees from any and all liability, actions, claims, damages, costs or expenses, including attorneys' fees and costs and expenses of suit which may be asserted by any person arising out of or in connection with the action or inaction of CSA #31 in the course of the performance of this agreement where CSA #31 is actively negligent and DISTRICT is passively negligent.

17. Accounting:

DISTRICT shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principals for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to County Auditor or Administrator at all reasonable times for inspection and analysis.

WINDSOR WATER DISTRICT

By: 

Title: Chairman

Date: November 30, 1988

ATTEST:


Secretary, Windsor Water District

COUNCIL

By: _____
Chair, Board of Supervisors

Date: 12-19-88

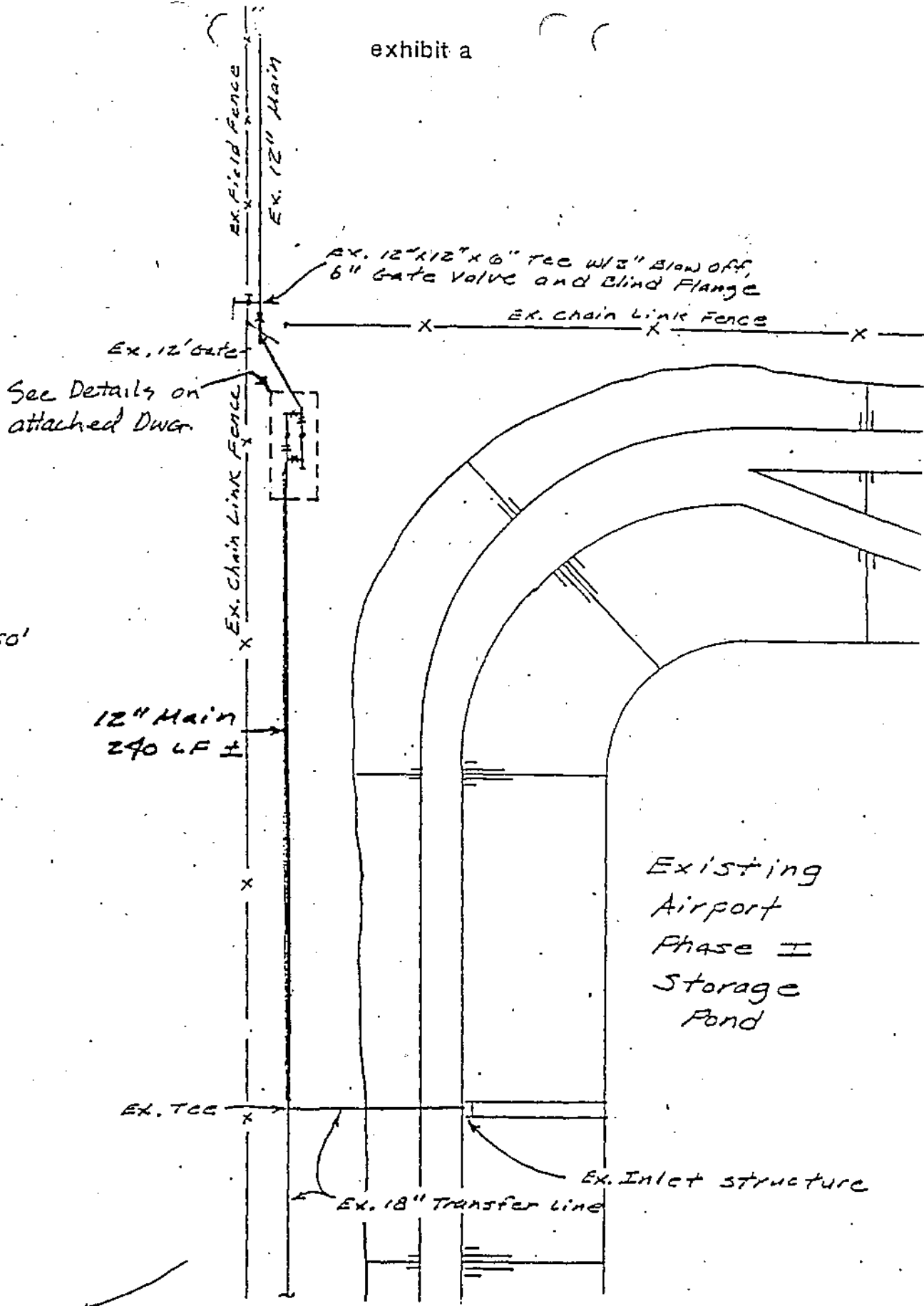
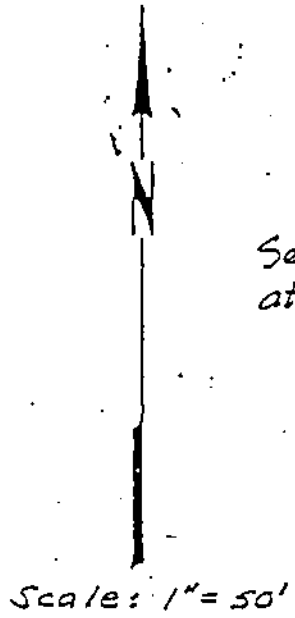
ATTEST:


County Clerk and Ex-Officio
Clerk of the Board of Supervisors
of the County of Sonoma,
State of California



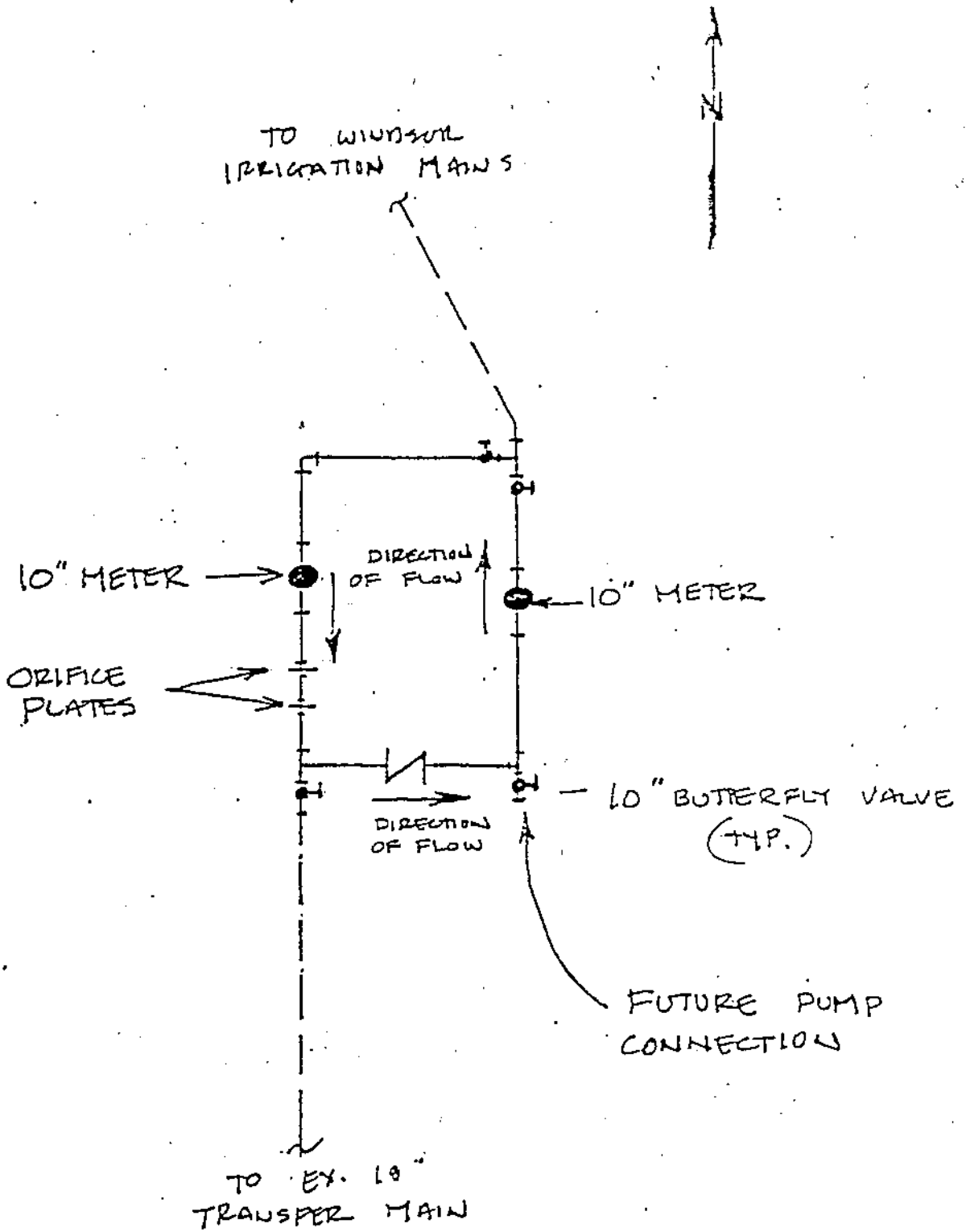
County Counsel
Date: 11/21/88

exhibit a



CSA 31 - WWD INTERTIE

exhibit a-1



INTERTIE DETAIL

NO SCALE