

**REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SANTA ROSA  
AND THE COUNTY OF SONOMA FOR DITCH CLEANING COST SHARING  
ON PINE FLAT ROAD**

This Agreement is between the County of Sonoma, (hereinafter "County"), and City of Santa Rosa (hereinafter "City"). The Effective Date of this Agreement is the date the Agreement is last signed by parties to the Agreement.

**R E C I T A L S**

A. City maintains a recycled pipeline infrastructure inside and outside of the City boundaries. The City's Geysers Pipeline runs from the Subregional Reclamation system on Llano Road in the City to the Terminal tank on Pine Flat Road in the unincorporated area of County.

B. Per City Mitigation Measure 2.2.30 in the Geysers Recharge Project Environmental Compliance Monitoring Plan approved by City in connection with the Santa Rosa Subregional Long-Term Wastewater Project Environmental Impact Report, road conditions are monitored twice a month by City staff. There are various areas along Pine Flat Road where ditch cleaning was needed.

C. City and County agree that ditch cleaning is not necessitated by the Geysers Pipeline, but the City desired to perform the work because no ditch cleaning is currently scheduled by the County on Pine Flat Road.

D. County agreed that City's contractor could perform the ditch cleaning work described in Exhibit A and advised City that the encroachment permit issued to the City by the County for prior retaining wall work could include the ditch cleaning work.

E. City and County mutually desire to share the costs of ditch cleaning work and County agrees to share 50% of the cost of the ditch cleaning work described in Exhibit A.

**AGREEMENT**

**The parties agree as follows:**

**1. RECITALS**

The above recitals are true and correct.

**2. CITY's RESPONSIBILITIES**

- A. City shall invoice County 50% of total costs for the ditch cleaning work described in Exhibit A.
- B. City shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles 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 at all reasonable times for inspection and analysis.

### **3. COUNTY's RESPONSIBILITIES**

Upon completion of the ditch cleaning work described in Exhibit A and receipt of an invoice there for from City, County shall pay City the County's portion (50%) of the total cost of ditch cleaning work as shown in Attachment A. The County's portion shall in no event exceed total sum of Nine Thousand, One Hundred Sixty-Six dollars and 47 cents (\$9,166.47).

### **4, ADDITIONAL CONTRACT PROVISIONS**

- A. The waiver by either party of any breach of any term or promise contained in the this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- B. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- C. City and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- D. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- E. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- F. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- G. Time is and shall be of the essence of this Agreement and every provision hereof.

**4. MUTUAL INDEMNIFICATION**

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**5. TERMINATION**

This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement. Upon such termination, County will pay City 50% of the costs of the ditch cleaning work performed up to and including the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Tom O'Kane  
Deputy Director  
Transportation and Public Works

Date: \_\_\_\_\_

Reviewed as to funds by County:

\_\_\_\_\_  
Tasha Houweling  
Administrative Services Officer

**CITY OF SANTA ROSA**  
a Municipal Corporation

By: \_\_\_\_\_  
Stephen Gale  
Chair  
Board of Public Utilities

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the City Attorney

Attachments:  
Exhibit A - Scope of Services & Compensation