

**AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND
THE SOUTH PARK COUNTY SANITATION DISTRICT
FOR
SEWER ASSET REPLACEMENTS
FOR
THE ROBIN WAY WATER SYSTEM CONSOLIDATION
PROJECT**

The following is an Agreement, dated as of _____, 2026, by and between the City of Santa Rosa, a municipal corporation ("CITY"), and the South Park County Sanitation District ("DISTRICT"). CITY and DISTRICT are referred to herein individually as PARTY and collectively as PARTIES.

RECITALS

- A. On June 26, 2012, CITY and DISTRICT entered into an Amended and Restated Agreement Regarding South Park County Sanitation District Operations and Transfer to the City of Santa Rosa ("TRANSFER AGREEMENT") for the purpose of addressing the eventual dissolution of the DISTRICT upon the annexation of the territory underlying the DISTRICT.
- B. On October 24, 2017, CITY and DISTRICT entered into the First Amendment to the Amended and Restated Agreement Regarding South Park County Sanitation District Operations and Transfer to the City of Santa Rosa ("TRANSFER AGREEMENT").
- C. Section 5 of the TRANSFER AGREEMENT defines the responsibility of the DISTRICT for future improvements before dissolution, including, upon agreement between CITY and DISTRICT, reimbursement for CITY performed work within the DISTRICT.
- D. The CITY has identified a needed Capital Improvement Project: The Robin Way Water System Consolidation Project ("PROJECT"), which includes sewer infrastructure owned by the DISTRICT. The sewer mains within the PROJECT extents are deteriorated and, in some cases, do not meet CITY design and construction standards. The CITY has concluded that it is in the best interest of both PARTIES to replace DISTRICT sewer mains, manholes, cleanouts, and sewer service laterals ("DISTRICT ASSETS") as part of the PROJECT.
- E. DISTRICT ASSETS to be replaced by the project are shown in EXHIBIT A and include 5 sewer mains totaling 1,175 linear feet, 5 sewer manholes, 2 cleanouts and sewer service laterals associated with the sewer mains belonging to the DISTRICT.
- F. Based on the planning level project estimate (Exhibit B) costs to replace DISTRICT ASSETS is estimated to be approximately \$1,619,000 for complete sewer project delivery, including design, construction, contingency, construction management, and CITY administration of the project.
- G. Actual costs for the construction of DISTRICT ASSETS may be subject to change based on actual consultant fees and on the bid item costs for replacing DISTRICT ASSETS including approved change orders.

AGREEMENT

The PARTIES agree as follows:

1. RECITALS

1.1. The above recitals are true and correct and by this reference made part of this agreement.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Robin Way Project Map
- b. Exhibit B: Robin Way 40 Percent Design Estimate

3. OBLIGATIONS OF THE CITY

- 3.1. CITY shall complete the required environmental review, engineering, surveying, design, and other preparation for the PROJECT.
- 3.2. CITY shall provide DISTRICT with the selected consultant's scope of work, schedule, and cost estimate.
- 3.3. CITY shall incorporate bid items, plans, and specifications consistent with the CITY'S design and construction standards into the PROJECT for the replacement of DISTRICT ASSETS.
- 3.4. CITY shall invite DISTRICT to weekly progress meetings and shall distribute all project deliverables during all phases for the PROJECT.
- 3.5. CITY shall provide the DISTRICT with an itemized 100% engineer's estimate of total project cost for all work required, including but not limited to construction management and inspections, contract administration, and construction contingency, for replacement of DISTRICT ASSETS prior to the CITY calling for the public bid.
- 3.6. CITY shall be the Lead Agency for CITY's portion of the PROJECT under the requirements of the California Environmental Quality Act (CEQA) and shall prepare all appropriate environmental documents. CITY shall submit copies of the final CEQA documents to DISTRICT for CITY's portion of the PROJECT.
- 3.7. If both CITY and DISTRICT complete environmental analysis required for the PROJECT, CITY will solicit bids and award a construction contract for the PROJECT to the lowest responsive and responsible bidder ("CONTRACTOR").
- 3.8. CITY shall notify the DISTRICT within thirty (30) days of the contract award with the revised total project cost estimate in accordance with the accepted low bid for all work required to replace DISTRICT ASSETS.
- 3.9. CITY shall include DISTRICT and its officers, employees, and agents as indemnified parties in the PROJECT. DISTRICT and its officers, employees, and agents shall be indemnified to the same extent as CITY is indemnified in its contracts with the CONTRACTORS.

- 3.10. CITY shall require the CONTRACTOR to name DISTRICT as an additional insured on the CONTRACTOR's insurance policy obtained as part of CONTRACTOR's work on the PROJECT.

4. OBLIGATIONS OF THE DISTRICT

- 4.1. DISTRICT will pay to CITY the balance due for costs associated with the PROJECT for all work required to replace DISTRICT ASSETS, including changes to the work approved by DISTRICT in compliance with Section 3 of this Agreement, within thirty (30) days of the receipt of an invoice from CITY, which shall be issued upon completion of the PROJECT. Costs and fees shall be in accordance with Section 1.
- 4.2. DISTRICT will be the Lead Agency for DISTRICT's portion of the PROJECT under the requirements of CEQA and is anticipating a Notice of Exemption (NOE) for the replacement of existing sewer assets. Prior to construction, DISTRICT shall provide a copy of the NOE to CITY or other evidence of CEQA compliance if DISTRICT does not issue an NOE.

5. CHANGES TO WORK

- 5.1. CITY may make changes to any aspect of the plans and specifications for the work required to replace DISTRICT ASSETS, and the DISTRICT shall be responsible for the costs of all such changes, provided that all such changes are approved by the DISTRICT. DISTRICT agrees to respond to such requests within 72 hours and that such requests will not be unreasonably withheld, conditioned, delayed or denied.
- 5.2. In the event that DISTRICT and CITY agree to a deductive change order decreasing the cost of the work required to replace any DISTRICT ASSETS, and such change order is implemented, CITY shall provide DISTRICT with a credit or refund in the amount of the decrease in cost upon completion of the PROJECT.

6. INSPECTION OF WORK

- 6.1. CITY shall permit DISTRICT to inspect the work performed as part of the work required to replace DISTRICT ASSETS upon reasonable notice and at reasonable times. CITY will provide DISTRICT the opportunity to perform a final inspection of the work required to replace any DISTRICT ASSETS prior to CITY's final acceptance of the PROJECT. CITY shall determine and communicate its acceptance of the work required to adjust any DISTRICT ASSETS, or any reasons for denial within 5 days.

7. INDEMNIFICATION

- 7.1. Notwithstanding any provisions regarding CONTRACTORS' indemnification of any PARTY, each PARTY shall indemnify, defend, protect, hold harmless, and release the other, and its officer, 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 act, omission, or negligence of such indemnifying PARTY or its agents, employees, contractors, subcontractors, or invitees where the act, omission, or negligence arises out of, or pertains to, the performance of the PROJECT or an obligation of this Agreement. [CM1][JR2][JR3] 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. This indemnity provision survives the Agreement.

8. TERMINATION

- 8.1. The PARTIES may terminate this Agreement by giving ninety (90) days written notice to the other party of the party's intent to terminate. Upon termination of this Agreement, CITY shall be reimbursed for any outstanding costs associated with implementation of this Agreement.

9. ADDITIONAL PROVISIONS

- 9.1. Amendments to Agreement. This Agreement may be amended by mutual consent expressed in writing of the PARTIES hereto.
- 9.2. Consent to Breach Not Waiver. The waiver by either PARTY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.
- 9.3. Interpretation. CITY and DISTRICT acknowledge that each has 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.
- 9.4. Third Parties. Nothing contained in this Agreement shall be construed to create, and the PARTIES do not intend to create, any rights in third parties.
- 9.5. Severability. If any term, covenant, condition, or 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 to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.
- 9.6. Defaults and Remedies.
- a. Default. The failure by either PARTY to perform any of its obligations set forth in this Agreement shall constitute a default of this Agreement. Except as required to protect against further damages, the non-defaulting PARTY may not institute legal proceedings against the PARTY in default until the non-defaulting PARTY has provided the defaulting PARTY notice of the default and the cure period set forth in this Section 7.6.1 has expired.
- The cure period for any monetary default shall be thirty (30) days after the defaulting PARTY's receipt of written notice from the non-defaulting PARTY that such obligation was not performed. The cure period for any other default shall be forty-five (45) days after the defaulting PARTY's receipt of written notice from the non-defaulting PARTY that such obligation was not performed; provided, however, if the failure cannot be corrected within such forty-five (45) day period, it shall not constitute a default if the failure is correctable without material adverse effect on the non-defaulting PARTY, and if corrective action is instituted within thirty (30) days of notice and diligently pursued until the failure is corrected.
- b. Remedies Upon Default. Upon the occurrence of any default and after the defaulting PARTY has received written notice of default and the time period to cure the default has expired, the non-defaulting PARTY may at its option, (i) pursue damages or specific performance or any other legal and equitable remedies the injured PARTY may have against the defaulting PARTY in accordance with applicable law; and/or (ii) terminate this Agreement.

- c. Termination and Default. The termination of this Agreement for any reason shall not release any PARTY in default.

9.7. Attorneys' Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorneys' fees, costs, and expenses.

9.8. Method and Place of Giving Notice, Submitting Bills, and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

CITY: Santa Rosa Water
Attn: Candace Michael, Asset Management
69 Stony Circle
Santa Rosa, CA 95401

DISTRICT: South Park County Sanitation District
Attn: Jason Roberts, Design Engineering
404 Aviation Blvd.
Santa Rosa, CA 95403

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for payment, on or before the due date), (2) the sender has a confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Section.

9.9. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CITY OF SANTA ROSA:

**SOUTH PARK COUNTY SANITATION
DISTRICT:**

By: _____
Jennifer Burke, Director, Santa Rosa Water
Authorized per City of Santa Rosa's Board
of Public Utilities Action on May 7th, 2026

By: _____
Grant Davis, General Manager
Authorized per South Park County Sanitation
District's Board of Directors Action on
January 13th, 2026

ATTEST:

APPROVED AS TO FORM:

City Clerk, City of Santa Rosa

Adam Brand, Deputy County Counsel

APPROVED AS TO FORM:

REVIEWED AS TO FUNDS:

David Hobstetter, Assistant City Attorney

Sonoma County Water Agency
Division Manager – Financial Services