

## **DRAFT Cooperative Agreement for Funding with City of Santa Rosa for Construction Services for Santa Rosa Aqueduct Cathodic Protection Project During Sonoma Avenue Pavement Rehabilitation Project**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency** (“Sonoma Water”) and **City of Santa Rosa** (“City”).

### **RECITALS**

1. In November of 2023, City began construction of the Sonoma Avenue Pavement Rehabilitation Project (City’s Project) in Santa Rosa on Sonoma Avenue between E Street and Bobelaine Drive. This infrastructure project included grinding out sections of failed pavement along the 0.9-mile section of roadway, followed by a hot mixed asphalt overlay, reconstructing pedestrian ramps to American with Disabilities Act standards and replacing approximately 75 water services.
2. Sonoma Water is implementing the Santa Rosa Aqueduct Cathodic Protection Project (Sonoma Water’s Project) to update the cathodic protection system that is currently installed on the Santa Rosa aqueduct. This work involves construction of cathodic protection stations and test stations along the Santa Rosa aqueduct and includes installation of underground conduit and wiring for aqueduct connection to rectifiers.
3. Per City’s Pavement Cut Moratorium, pavement cuts are prohibited on City-maintained roads that have been resurfaced any time within the previous five calendar years. To maintain the implementation schedule of Sonoma Water’s Project while complying with the Pavement Cut Moratorium, Sonoma Water coordinated with the City to incorporate the underground components of Sonoma Water’s Project prior to completion of City’s Project.
4. Sonoma Water and City have completed City’s Project and Sonoma Water’s Project (Combined Project). City is requesting \$89,000 from Sonoma County Water Agency's Water Transmission fund for reimbursement of construction costs for Sonoma Water’s Project during the 2024 construction season.
5. Sonoma Water and City mutually desire to cooperate and coordinate the concurrent construction of Combined Project.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

**AGREEMENT**

City and Sonoma Water agree as follows:

**1. RECITALS**

1.1. The above recitals are true and correct and are incorporated herein.

**2. LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:  
a. Exhibit A: Sonoma Water’s Project Costs.

**3. COORDINATION**

3.1. City shall coordinate the work with Sonoma Water’s Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>City</b>
Agreement Administrator: Carlos Diaz 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-547-1956 Email: carlos.diaz@scwa.ca.gov	Contact: Greg Dwyer  69 Stony Circle Santa Rosa, California 95404 Phone: 707-543-3838 Email: GDwyer@srcity.org
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Anika McLea Same address as above	Same address as above

**4. CITY’S RESPONSIBILITIES**

City shall complete the following at its cost and expense, except to the extent of Sonoma Water funding provided for in Articles 5 and 6 below.

- 4.1. General: City agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Construction: City constructed the Combined Project in accordance with the Final Plans and Specifications.
- 4.3. Contract Administration: City administered the contract for construction of the Combined Project.
- 4.4. Prevailing Wages: City understands that use of Sonoma Water funds for any “public work,” as defined by Labor Code sections 1720 *et seq.*, triggers prevailing wage compliance obligations under the California Labor Code, and that the Combined Project contemplated hereunder qualifies as a “public work” for this

purpose. City agrees to comply with all obligations of an “awarding body” as defined by Labor Code section 1722 with respect to any public works contract it may enter into pursuant to this Agreement. Without limiting the generality of the foregoing, City agrees to (1) confirm that all contractors and subcontractors engaged to work on the Combined Project are registered and qualified pursuant to Labor Code section 1725.5; (2) require all such contractors and subcontractors to pay prevailing wages to all workers on the Combined Project in accordance with the California Labor Code and applicable DIR regulations; (3) require all such contractors and subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly pursuant to Labor Code section 1771.4(a)(3); and (4) provide all notices required pursuant to 1771.1, 1771.4 and 1771.3.

- 4.5. Notice of Completion and Record Drawings: City shall file the Notice of Completion for construction and provide a copy to Sonoma Water. City shall prepare record drawings showing any changes, deletions, or additions to the Sonoma Water’s Project and provide reproducible set to Sonoma Water.
- 4.6. Records: 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 Sonoma Water at all reasonable times for inspection and analysis.
- 4.7. Statement of Costs: City shall submit to Sonoma Water a statement of complete accounting of City’s costs for Sonoma Water’s Project for the following categories:
  - a. Change orders.
  - b. Documentation of final payment associated with change order.
- 4.8. Invoices: City shall bill Sonoma Water for costs authorized under this Agreement, with an invoice that is clearly marked with “City of Santa Rosa, Funding of Santa Rosa Aqueduct Cathodic Protection Project, Project-Activity Code T0169C004, and TW 23/24-103.”

## **5. SONOMA WATER’S RESPONSIBILITIES**

- 5.1. Total Amount to be Funded: The total amount payable by Sonoma Water under this Agreement shall not exceed \$89,000.
- 5.2. Payment: Upon execution of this Agreement and receipt of an invoice thereof, Sonoma Water shall deposit with City \$89,000, which is to finance 100 percent of Sonoma Water’s share of Sonoma Water’s Project’s costs.

5.3. Title: All title to all Sonoma Water Project facilities constructed pursuant to this Agreement shall vest with Sonoma Water.

## 6. **MUTUAL INDEMNIFICATION**

6.1. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party’s breach of any material term of this Agreement, or Indemnified Party’s negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party’s expense, subject to the Indemnifying Party’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

## 7. **ADDITIONAL REQUIREMENTS**

7.1. Term of Agreement: The term of this Agreement shall be from April 1, 2024, (“Effective Date”) to December 31, 2024.

7.2. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel.

7.3. No Waiver of Breach: The waiver by Sonoma Water of any breach of any term or promise contained in 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.

7.4. Construction:

a. 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.

- b. City and Sonoma Water 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 Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 7.5. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 7.6. Applicable Law and Forum: 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.
- 7.7. Captions: 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.
- 7.8. Merger: This writing is intended both as the 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 7.9. 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.
- 7.10. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.
- 7.11. Counterpart; Electronic Signatures: The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart,



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 23/24-103

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: \_\_\_\_\_

**Sonoma County Water Agency**

**City of Santa Rosa**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
September 10, 2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Exhibit A

### Sonoma Water's Project Costs

Item	Cost
Trenching, Conduit, Wiring, Bonding to Aqueduct, and Utility Boxes for Two (2) Cathodic Protection Sites	\$89,000
<b>Total</b>	<b>\$89,000</b>