

SECOND AMENDED AND RESTATED AGREEMENT BETWEEN
SONOMA COUNTY WATER AGENCY AND TOWN OF WINDSOR AND THE WINDSOR
WATER DISTRICT
REGARDING PROVISION OF SEWER SERVICES BY THE
AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE OF THE SONOMA COUNTY WATER
AGENCY

This Agreement is entered into by and between the Sonoma County Water Agency ("Water Agency") and the Town of Windsor, a municipal corporation ("Town") and the Town of Windsor Water District ("WWD"), a water district formed pursuant to the County Water District Law, and amends and restates that certain Amended Restated Agreement Between Sonoma County Water Agency and Town of Windsor and Windsor Water District Regarding Provision of Sewer Services by the Airport-Larkfield-Wikiup Zone of the Sonoma County Water Agency, dated June 11, 2003.

RECITALS

WHEREAS, Resolution No. 2093 of the Sonoma County Local Agency Formation Commission provides that Sonoma County (now represented by the Sonoma County Water Agency) and Town of Windsor and The Windsor Water District shall enter into an agreement regarding responsibility for provision of sewer service to the Annexed Area following incorporation of the TOWN. The purpose of this Agreement is to provide for the provision of sewer service to the Annexed Area.

WHEREAS, the Water Agency entered into said agreement in 1992, and amended the agreement in 1993, 1997, and 2003; the 2003 amendment was titled Amended Restated Agreement Between Sonoma County Water Agency and Town of Windsor Regarding Provision of Sewer Services by the Airport-Larkfield-Wikiup Zone of the Sonoma County Water Agency (collectively, the Prior Agreements). The Prior Agreements defined the Annexed Area as the land that currently encompasses the following parcels: 164-150-031; 164-150-032; 164-150-033; 164-150-034; 164-150-035; 164-150-036; 164-150-037; 164-150-038; 164-150-039; 164-150-040; 164-150-046; 164-150-047; 164-150-048; 164-150-050; 164-150-057; 164-150-059; 164-150-062; 164-150-063; 164-150-064; 164-240-001; 164-240-002; 164-240-006. These parcels are collectively known as the "Annexed Area". A map illustrating the "Annexed Area" is attached hereto as Exhibit "A" and incorporated herein.

WHEREAS, the parties desire that certain lands adjacent to the "Annexed Area," and more particularly APN 164-150-012, also within the incorporated limits of the Town, be added to the Annexed Area and provided with sewer services by the Water Agency. A map illustrating the prior Annexed Area and the new APN to be added is attached hereto as Exhibit "A" and incorporated herein.

WHEREAS, the purpose of this Agreement is to provide for the provision of sewer services to the Annexed Area, effective upon execution by both parties.

AGREEMENT

1. Provision of Sewer Services

The Annexed Area shall include APN 164-150-012.

The Airport-Larkfield-Wikiup Sanitation Zone of the Water Agency shall provide sewer services, including treatment, storage, and disposal to the Annexed Area up to a maximum of Ninety Thousand (90,000) gallons per day, as measured by the average daily flow during the month of maximum flow.

2. Establishment of Rates

Town will establish fees for sewer services to the portion of the Annexed Area served by Airport-Larkfield-Wikiup Zone so that the rates and charges for that specific area are the same as those established by Airport-Larkfield-Wikiup Zone of the Water Agency. Should the Airport-Larkfield-Wikiup Zone of the Water Agency amend its rates and charges in the future, the Town shall likewise amend its rates and charges that would be applicable to the portion of the Annexed Area served by the Airport-Larkfield-Wikiup Zone. The parties shall work together to ensure that any rate amendments become effective at the same time.

3. Payment for Sewer Services

Water Agency, on behalf of Town, will be responsible for billing and attempting to collect all fees and charges due from the Annexed Area. With respect to any delinquent accounts, Town agrees to cooperate with Water Agency's General Manager and, if the General Manager requests, to take all reasonable steps necessary to place any delinquent amounts on the tax roll as a lien against the property to which the delinquent account relates. All payments received from the Annexed Area shall belong to the Airport-Larkfield-Wikiup Zone of the Water Agency.

4. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements which may be required to carry out the terms of this Agreement.

5. Successors

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

6. Cooperation

If either Water Agency or Town or WWD is named as a party to any legal action arising out of the sewer services or systems that are the subject matter of this Agreement, each party agrees to cooperate with the other party in any such action, including without limitation, appearing in such action if it reasonably appears that the appearance of the other party is necessary to a resolution of issues, or approving a settlement to resolve the same.

7. Construction Agreement

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

8. Time of the Essence

In entering into this Agreement, the parties recognize and agree that time is of the essence.

9. Notices

Whenever notice is required hereunder, it shall be given to the parties as follows:

To: Town of Windsor
Town Manager
P.O. Box 100 Windsor, CA 95492

To: Sonoma County Water Agency General Manager
Sonoma County Water Agency
404 Aviation Blvd
Santa Rosa, CA 95403


10. Effective Date and Term of Agreement

This Agreement shall become effective upon execution by both parties and shall remain in effect until terminated by any party upon giving 180 days written notice to the other party.

IN WITNESS WHEREOF, This Agreement may only be amended in writing by an amendment signed by the Town and Water Agency.

Date: March 3, 2022

TOWN: Town of Windsor

By: 
Mayor, Town of Windsor

Date: March 3, 2022

DISTRICT: Windsor Water District

By: 
President, Windsor Water District

Date: _____

AGENCY: Sonoma County Water Agency

By: _____
Chair, Board of Directors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM
FOR TOWN OF WINDSOR:

By: _____
TOWN COUNSEL

APPROVED AS TO FORM
FOR WINDSOR WATER
DISTRICT:

By: _____
DISTRICT COUNSEL

APPROVED AS TO FORM
FOR SONOMA COUNTY
WATER AGENCY:

By: _____
Verne Ball, Deputy County Counsel

