



RECORDING REQUESTED BY:

City of Davis
Public Works Department
1717 Fifth Street, Davis, CA 95616

WHEN RECORDED RETURN TO:

City of Davis
Public Works Dept.
1717 Fifth Street
Davis, CA 95616

YOLO Recorder's Office

Jesse Salinas, County Recorder

DOC- 2019-0005830-00

Acct 133-Yolo Co BOS

Monday, MAR 25, 2019 15:44:00

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FRT/R9/1-13

*FROM THIS POINT AND ABOVE IS FOR RECORDERS

Yolo County Agreement No. 18-261 - Water Service & System Maintenance
Document Title

13

MAR 25 2019

BY Aurita Ramirez
DEPUTY CLERK OF THE BOARD

Recording Requested by]
and when Recorded Mail to:]
City of Davis]
Public Works Department]
1717 Fifth Street]
Davis, CA 95616]

20190005830

Yolo County Agreement No. 18-261

*Space above this Line
for Recorder's Use*

**AGREEMENT FOR WATER SERVICE AND SYSTEM MAINTENANCE AND
TRANSFER OF WATER CUSTOMERS TO CITY SERVICE**

This Agreement for Water Service and System Maintenance ("Agreement") is made and entered into this 11 day of December, 2018 by and between the City of Davis, a municipal corporation, ("City"), and Yolo County, a political subdivision of the State of California, ("County").

RECITALS

WHEREAS, 95 residential parcels within the North Davis Meadows County Service Area of the unincorporated area of the County of Yolo (NDM) desire domestic, irrigation, and fire suppression water service (together, "Water Service"); and

WHEREAS, in order to facilitate the provision of Water Service to those residential parcels, County agrees to design and construct a new water distribution system to connect NDM to City's water system (the "Project"); and

WHEREAS, City presently has the capacity and is willing to provide Water Service to NDM under the terms and conditions set forth herein; and

WHEREAS, the parties agree that each residence, upon execution by the property owner of a water service agreement with the City and connection to the City's water system, will become a direct customer of the City's water system, subject to all the rights, privileges and obligations of all other existing City water customers; and

WHEREAS, County is pursuing funding commitment from the State Water Resources Control Board for the purposes of planning, designing and constructing a new water distribution system and its consolidation with the City; and

WHEREAS, the funding agreement for State Grant Funds requires an agreement between the City and County that commits City to provide a Water Service to the NDM residences after construction of the new water main connection is complete, identifies City as the party responsible for operation and maintenance of the new water distribution system within NDM after construction, and is conditioned on County's surrender of its water supply permit after consolidation is complete.

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NOW, THEREFORE, the parties agree as follows:

A. Property

The Property subject to this Agreement is located outside the City of Davis limits in the County of Yolo, State of California and consists of the property commonly referred to as the North Davis Meadows County Service Area, and more particularly described as the North Davis Meadow I Subdivision and North Davis Meadows II Subdivision in Yolo County Records as set forth in greater detail in Exhibit A attached to and incorporated into this Agreement (“Property”).

B. City agrees to:

1. Undertake all reasonable steps necessary to assist the County in extending City’s public water system from the water main line in John Jones Road near the City limit line to each residential parcel within the Property. Such tasks will include, but not be limited to, the following:
 - a. Request City Council approval for this Agreement and authorization for City staff to take all steps necessary to assist the County in completing the Project.
 - b. Provide City water service to the Property upon (1) completion of County’s construction of all required infrastructure and City’s approval and acceptance of same; (2) the expansion of the City’s service area to include the Property (herein after “Commencement of Water Service”) and approval of any permits required from State agencies for the City to provide Water Service to the Property. However, the City will not commence Water Service to an individual property within the Property unless and until the individual property owner Property submits to the City a fully executed water services agreement with the City, a pro forma copy of which is attached hereto as Exhibit B.
2. Upon Commencement of Water Service to the Property, City shall own, operate, and maintain the water distribution system within NDM and provide service to the Property in a manner consistent with its applicable policies, practices and procedures currently in place for City’s existing utility customers.
3. Pay construction charges not to exceed \$50,000 in total to provide potable water service to the City of Davis Municipal Golf Course. A separate connection fee will be paid by the City of Davis Municipal Golf Course directly to the City.
4. Inspect and identify any potential lead service lines, fittings, or connections (from city connection to the house meter) as required by Senate Bill 1398 and amended by Senate Bill 427 (effective 1/1/ 18 see page 4).

C. County agrees as follows:

1. County will design and install, either through its own forces or pursuant to a contract, extension of City's water system to each residential parcel within the Property. County's plans shall comply with all current rules and regulations for the construction of a potable domestic water system. County shall submit its plans to City for review and approval prior to authorization for bidding the construction of underground water lines, installation of meters, and other pertinent devices. County will reimburse City for all hours associated with review and inspection of new infrastructure.
2. The infrastructure to be designed and installed shall include all water main pipe, fittings and valves to extend the water main to the Property and terminate with service line connections at each residential lot with a City approved water meter, backflow assembly (if necessary) and appurtenant facilities. City infrastructure terminates after the water meter per City Standard. County or the residential property owner shall be responsible for all improvements necessary to complete the connection to the individual property, per standard City requirements.
3. The construction shall be performed by a contractor licensed by the State of California to perform this type of work and the work shall be subject to City inspection.
4. In accordance with County's contract insurance requirements, County's contractor shall provide indemnity and liability insurance on all construction operations, insuring, without limitation, against claims arising from bodily and personal injury, including death, resulting from any act arising out of the performance of this work. City shall be named as an additional insured and shall be provided the same insurance and indemnity as the County.
5. Chapter 39 of the Davis Municipal Code, "Water," as it now exists and as amended in the future, is incorporated by reference into this Agreement and shall apply to the Property and to all property owners who receive water from the City under this Agreement, including all water conservation requirements and restrictions and the ability to enforce said restrictions.
6. County will expeditiously process permits and perform inspections through County Building Department for all necessary modifications to private plumbing systems associated with connection to City sewer and water service.
7. County will obtain encroachment permits from the City to install pipeline on City property.
8. County will provide any necessary public utility easements on County property or rights-of-way and request and obtain from Property owners public utility easements that allow for County's construction and City's operation and maintenance of the public utilities.
9. That upon acceptance by City of the Project, the existing water System Maintenance Agreement (88-37 dated March 22, 1988) shall be terminated.

10. All required replacement of existing service lines in NDM associated with regulatory requirements for lead fitting, replacement set forth in Health and Safety Code Section 116885 not replaced as part of the construction to connect NDM to the City Water System, shall be paid for and completed by the County or the property owners as they may agree. Any and all such costs and construction shall be separate and in addition to any of the City's usual and customary water service fees and charges. All replacements and repairs necessary to comply with Section 116885 shall be completed on or before the statutory deadline for completion of his work. The City may take any action it deems appropriate to enforce these requirements and the timely completion of repairs in the event that the County and/or the property owner fails to make the necessary repairs in a timely manner.
11. That upon acceptance by City of the Project, the Property will become part of the City of Davis public water system service area boundary.

D. Fees: Debt Service Charge

1. County shall pay City any applicable City fees, including capacity charges, required to complete the Project for all lots including the common areas at or before connection of City water service.

Upon completion of the Project, and execution of the will serve agreement from the property owner, City agrees to directly bill each property owner for all charges and fees associated with water service in the same manner and detail that it does for existing customers. Common areas will be billed to the NDM CSA.

2. The County will continue to assess and collect from NDM residents the annual fee for the debt service for the Drinking Water State Revolving Fund planning, design and construction loan and related County loans: this billing shall be separate and apart from any City billings for water service from the City.

E. General Terms

1. Successors; Recordation.

- a. All covenants contained in this Agreement shall pertain to and run with the title of the Property, which is more particularly described in paragraph A of this Agreement. This Agreement, and all its terms, conditions and provisions shall be binding upon and inure to the benefit of the heirs, successors-in-interest and assigns of the parties hereto.
- b. City shall cause a certified copy of this Agreement or notice of this Agreement to be recorded in the Yolo County Recorder's Office.

2. Funding Contingency. All County and City obligations under this Agreement are contingent on sufficient funding of the Project including, without limitation, successful Proposition 218 proceedings, if necessary, for the debt service and construction related

expenses and for all other necessary expenses under this Agreement. Water rates and charges for on-going Water Service to the individual properties shall be part of the general City rate setting and no separate proceedings shall be required for Water Service city charges, beyond that conducted for any city water service customer.

3. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.
4. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect; provided that if any material obligation or benefit under this Agreement is deemed invalid or unenforceable, the parties shall negotiate in good faith to amend the Agreement to ensure adequate consideration by both parties.
5. Term and Termination.
 - a. This Agreement shall commence and become effective upon the last party's execution of the Agreement and shall remain in effect until terminated by either party pursuant to subsection 5(b) below or upon completion of all obligations of the parties.
 - b. The County may terminate this Agreement prior to connection to City water services by providing written notice to City if the County does not secure the funds necessary to complete the Project; upon termination, County shall pay to City any costs incurred by City under this Agreement to the date of termination.
 - c. Upon completion of the construction of the Project and commencement of Water Service to individual properties, this Agreement shall not be subject to termination and water services to the water customers within the CSA shall be provided under the same terms and conditions as such water service is provided to other city water customers.
6. Indemnity. The County shall indemnify, defend (with counsel reasonably satisfactory to City) and hold harmless the City from all claims (including any and all actions, causes of action, claims, attorneys' fees, costs, demands, lawsuits, liens and liabilities of any kind and nature) that arise from County's design or installation of the water system connections to the Property or otherwise from County's implementation of this Agreement, except if such claim is a result of City's (including its officers, employees, agents and volunteers) negligent act or omission or willful misconduct, then City shall indemnify and defend County (with counsel reasonably satisfactory to County) from any such claim. Each party agrees to fully cooperate with the other in any attempt to resolve or defend a challenge related to the design or installation of the water system connections or the implementation of this Agreement. Each party (the "Indemnifying Party") agrees to indemnify, defend (with counsel selected by the Indemnifying Party and reasonably acceptable to the other party) and hold harmless the other party (the "Indemnified Party") from all other claims (as defined above) arising in connection with this Agreement.

b

7. Notices. All notices, letters and other communications regarding this Agreement sent from one party to the other will be mailed, first class, or hand delivered, or via facsimile or electronic mail followed by delivery of the original documents to the address shown. Either party may change its address at any time by providing written notification to the other party.

City
City Manager
City of Davis
23 Russell Boulevard
Davis, CA 95616


County
County Administrator
Yolo County
625 Court Street, Room 202
Woodland, CA 95695


8. Incorporation of Recitals. The recitals set forth on the first page, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

County of Yolo

City of Davis


By: 
Oscar Villegas, Chair
Yolo County Board of Supervisors

By: 
Mike Webb, City Manager

Dated: 12/11/18

Dated: 12/20/18

Attest:
Clerk, Board of Supervisors

By: 
Julie Dachtler, Deputy Clerk

Approved as to form:
Philip J. Pogledich, County Counsel

Approved as to form:

By: 
Carrie Scarlata, Asst. County Counsel


Harriet Steiner, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Dec. 11, 2018, before me, Julie Dachtler, Notary Public, personally appeared Oscar Villegas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie Dachtler
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Transfer of water customers to City Service Document Date: 12/11/18
Number of Pages: 10
Signer(s) Other Than Named Above: Mike Webb, City Manager

Capacity Claimed by Signer
Signer's Name: Oscar Villegas
Title: Chair
Signer is Representing: Yolo County

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

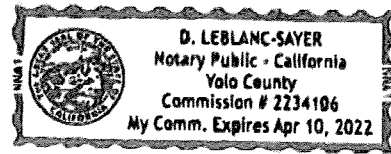
COUNTY OF YOLO)

On January 8, 2019, before me, D. Leblanc-Sayer Notary Public, personally appeared Mike Webb, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

-----OPTIONAL-----

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Transfer of Water Customers to CIPAC Document Date: 12/11/18

Number of Pages: 10

Signer(s) Other Than Named Above: Dezar Villegas, Chair, Yolo County

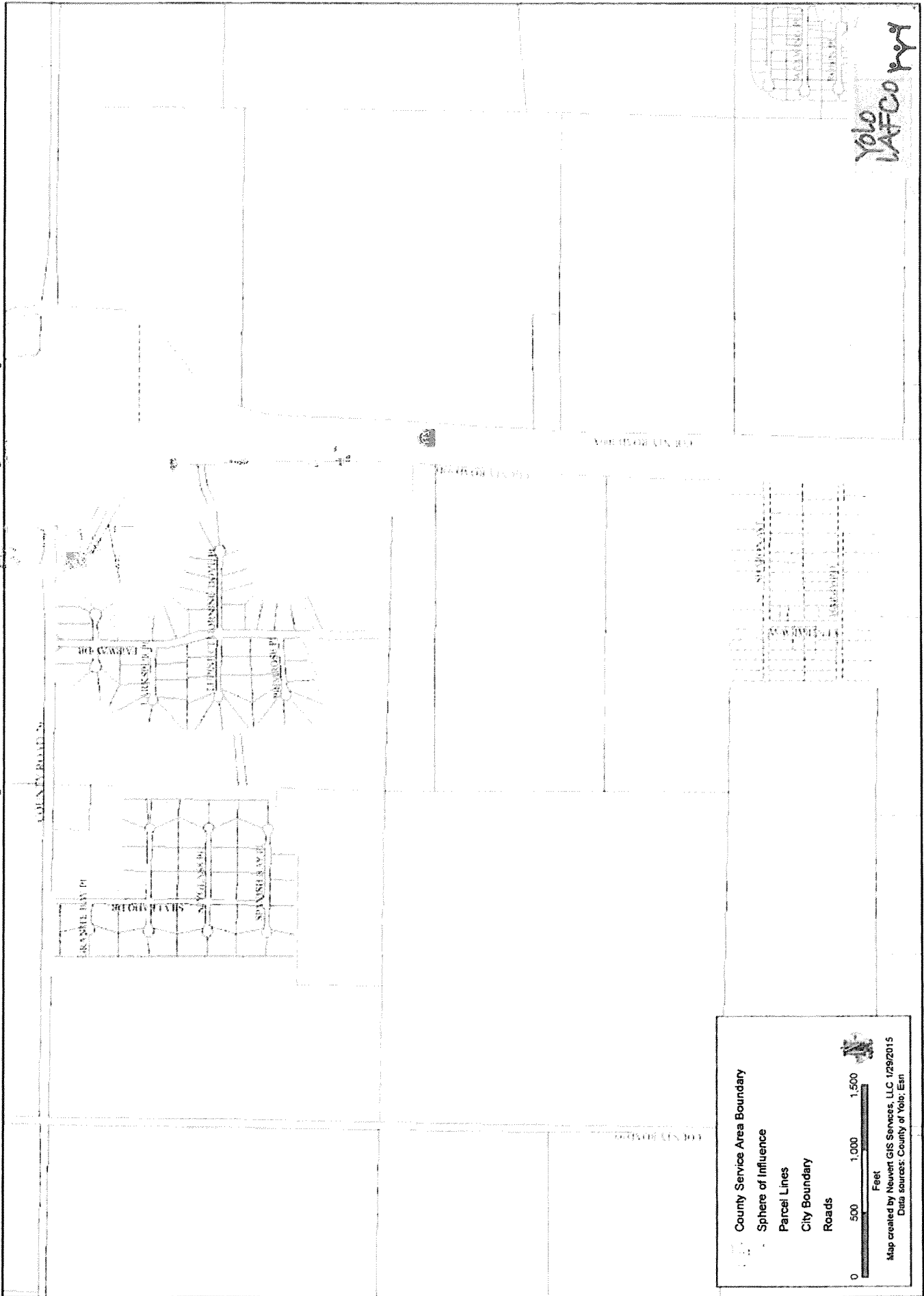
Capacity Claimed by Signer

Signer's Name:

Title:

Signer is Representing:

North Davis Meadows County Service Area Boundary and Sphere of Influence



Yolo LAFCo 7/28/16

Recording Requested by]
and when Recorded Mail to:]
City of Davis]
Public Works Department]
1717 Fifth Street]
Davis, CA 95616]

*Space above this Line
for Recorder's Use*

Agreement for Water Service

This **Agreement**, made and entered into this ____ day of _____, 201__, by and between the City of Davis, a Municipal Corporation, hereinafter called "**City**," and _____ for the property located at _____, hereinafter called "**Owner**."

Whereas, Owner owns certain real property, hereinafter referred to as "**Property**," commonly designated as _____ located in the County of Yolo, State of California, outside the Davis city limits; and,

Whereas, North Davis Meadows County Service Area and the City have entered into an agreement to facilitate the provision of the water lines necessary to provide City Water service to the properties within North Davis Meadows, including Owner's property, .

Whereas, Owner desires to enter into an Agreement for Water Service to connect **Property** to **City's** water system and receive Water Service from City; and,

Whereas, Owner understands and acknowledges that the City will not provide water service to the Property unless and until Owner executes this Agreement for Water Service, and

Whereas, Owner understands and acknowledges that Owner is also required to continue to participate in the North Davis Meadow County Service Area, and pay such charges that the County Service Area may require.

Now, Therefore, in consideration of their mutual covenants herein contained, and subject to the terms, conditions, and provisions hereof, the parties hereto agree as follows:

1. **Property**

That certain real **Property** owned by **Owner** and subject to this **Agreement** is located outside the **City** limits in County of Yolo, State of California, and consists of the property commonly designated as (APN _____).

The **Property** includes a single family house.

//

2. **Water Service**

- A. **City** agrees to provide water service to **Property** subject to the terms and conditions of the Agreement for Water Service between North Davis Meadow County Service Area and the City and this Agreement.
- B. **Owner** agrees Owner and Owner's Property will, upon connection, be a water customer of the City of Davis and that Chapter 39 of the Davis Municipal Code, "Water," as it now exists and as amended in the future, is incorporated by reference into this **Agreement** and shall apply to **Owner** and **Property** under this Agreement.

3. **Fees: Debt Service Charge**

- A. Owner shall continue to participate in the North Davis Meadows County Service Area obligations related to water facilities including, without limitation, the requirements and payments for the water transmission and distribution system. .
- B. **Owner** shall pay **City** the current appropriate monthly service fee(s) as established by **City** ordinance, as may be amended from time to time.
- C. **Owner** shall pay **City** any other appropriate charges and fees relating to water service to the Property, as established by the Davis Municipal Code, as amended from time to time.

4. **Successors; Recordation**

- A. All covenants contained in this Agreement shall pertain to and run with the title of **Property**, which is more particularly described in paragraph 1 of this **Agreement**. This **Agreement**, and all its terms, conditions and provisions shall be binding upon and inure to the benefit of the heirs, successors in interest, and assigns of the parties hereto. This includes transfer of ownership and domestic water service of individual units to new property owners.
- B. **City** shall cause a certified copy of this **Agreement** to be recorded in the Yolo County Recorder's Office.

5. **Severability**

If any portion of this **Agreement** shall be held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Agreement.

6. **Termination; Penalties; Lien**

- A. Upon failure of **Owner** to comply with any of the material provisions of this Agreement, or with the requirements for Water Service from the City as set forth

Agreement for Water Service
North Davis Meadows
Page 3

in the City's Municipal Code and applicable rules and regulations, the City may terminate water service in the same manner and after the same notice as City would terminate water service for a water customer within the City.

- B. As set forth in the City's Municipal Code and state law, fees and charges for water service, shall constitute a lien against **Property** if such fees and charges remain delinquent for 60 days. City shall cause all such delinquent charges to be recorded in the Office of the Yolo County Recorder. When so recorded, such charges shall have the force, affect, and priority of a judgment lien, under City ordinance, and shall continue for three years from the date of recording unless sooner released or otherwise discharged. In the event of nonpayment of fees for charges, service may be discontinued pursuant to City's water ordinance.
- C. Should City Code provisions relating to water service be amended so as to conflict with subparagraph 6.A and 6.B of this paragraph, the Code provisions, as amended, shall control.

In Witness Whereof, the parties hereto have executed this Agreement, on the day and year first above written.

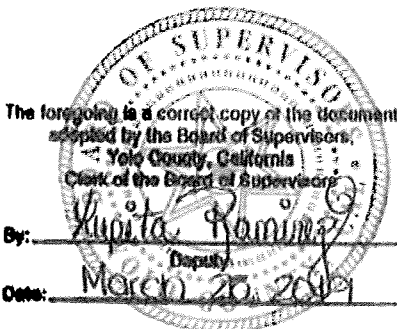
City of Davis
A Municipal Corporation
State of California

Mike Webb
City Manager

Owner

Approved as to Form:

Harriet Steiner
City Attorney



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END OF DOCUMENT

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