

File:

To: CAO  
Co. Counsel ✓  
Auditor  
Public Works ✓  
Cnty. Devel.  
Cnty. Part.  
Health Services  
Personnel  
Kemper ✓

ENTRY NO. 2

Excerpt of Minute Order No. 88-163, Item No. 8, of the Board of Supervisors' meeting of March 22, 1988.

MOTION: Thomson SECOND: Cameron AYES: Pfanner, DeMars, Cameron Thomson, Marchand

7. Accepted the work as complete and authorized the Director of Public Works and Transportation to file a Notice of Completion on Omnibus Contract No. 19 (asphaltic concrete overlay on West Capitol Avenue, County Road 89, Mace Blvd. and County Road 31).
8. Approved and authorized the Chair to sign Agreement No. 88-37, with the City of Davis to maintain the water system in North Davis Meadows (County Service Area No. 10).
9. Deferred action until April 5, 1988 on a proposed ordinance regulating speed limits on County Road 31. Requested information on the present speed limit, number of warrants issued, and justification for increasing the speed limit.
10. Authorized the Chair to sign letters to Reclamation Districts 2093 and 2068 that they may be eligible for funding under SB 34.
11. Approved and authorized the Chair to sign Agreement No. 88-38, successor in interest agreement on Williamson Act Agreement No. 70-561 with the Knights Landing Community Services District.
12. Introduced a proposed ordinance regarding Planning Commissioner terms. After reading the proposed ordinance by title only, the Board waived further readings and set April 5, 1988 on the consent agenda to consider adoption of the ordinance.

**FILED**

AGREEMENT NO. 88-37

MAR 23 1988

AGREEMENT FOR WATER SYSTEM MAINTENANCE  
IN NORTH DAVIS MEADOWS COUNTY SERVICE AREA

FALLA M. COOPER, CLERK OF THE BOARD  
*Falla M. Cooper*

THIS AGREEMENT made and entered into this 22 day of  
March, 1988, by and between the COUNTY OF YOLO  
(hereinafter referred to as County), and the CITY OF DAVIS  
(hereinafter referred to as City).

W I T N E S S E T H:

WHEREAS, County desires to have City maintain the water  
system constructed as part of the North Davis Meadows  
Subdivision; and

WHEREAS, City owns the municipal golf course in the  
vicinity of the North Davis Meadows Subdivision; and

WHEREAS, City has the equipment and human resources to  
maintain a water distribution and well system; and

WHEREAS, City and County already have a mutually  
satisfactory agreement for operation and maintenance of a  
system in the El Macero County Service Area;

NOW, THEREFORE, in consideration of the foregoing and  
the following terms, covenants and conditions, it is mutually  
agreed that:

I. Definitions. For the purpose of this agreement,  
the following words and terms shall have the meanings  
respectively ascribed to them by this Section:

(A) "City" shall mean the City of Davis, its officers,  
agents and employees.

(B) "County" shall mean the County of Yolo, its  
officers, agents and employees.

(C) "County Service Area" shall mean the North Davis

Meadows County Service Area as its boundaries now exist as shown on that certain map attached hereto, marked Exhibit A and made a part hereof.

(D) "Operation and Maintenance Cost" shall refer to both the direct, indirect, and incidental cost demonstrated by general uniform cost accounting principles employed by City in its internal operations to be related to operating and maintaining the water system, including, but not limited to, the following Cost Items:

- (1) Labor, including salaries and fringe benefits.
- (2) Materials.
- (3) Service, including utilities and repairs.
- (4) Insurance and employee bonds.
- (5) Overhead and administration cost.

Operation and Maintenance cost includes minor improvements.

(E) "Water System" shall mean wells, pumps, distribution pipes, mains and other appurtenances now existing within the current boundaries of the County Service Area.

II. Statement of Purpose. The general purpose of this agreement is to provide domestic and irrigation waters to areas lying within the boundaries of the County Service Area by operation and maintenance of a water distribution and well system.

III. Relationship of the Parties. The relationship between City, County and County Service Area shall be that City shall operate and maintain the water system within the boundaries of the County Service Area so long as County makes timely

payment to City under the terms of this agreement.

(A) Replacement. County will establish a replacement reserve account which will be used to finance replacement of any portion of the water system which wears out or fails or becomes inoperative for any reason. City will prepare an estimate of expenditures from the reserve account each year for approval by the County. Under no circumstance will the City provide funding for replacement.

(B) Water Supply. City shall operate and maintain the water supply system including fire hydrants for the residences within the County Service Area. County will provide a well that will produce water with adequate quality and quantity for the County Service Area. City will maintain the well and appurtenances in a manner similar to maintenance of wells within the City of Davis.

(C) For each year that City operates and maintains the water system, County shall pay to City an amount equal to the City's operation and maintenance cost including overhead and direct administration.

(D) Water system improvements within the County Service Area shall be installed in accordance with City standards, and plans shall be subject to prior approval of City. County shall collect an appropriate fee from owners within the County Service Area to ensure that adequate revenues are available for operation, maintenance and replacement.

(E) City shall bill County at six-month intervals; as of each December 31st and June 30th, for the cost of opera-

tion and maintenance. Bills are due and payable within 30 days following receipt of bill. Bills for items paid out of the replacement fund will be sent at the time of replacement and shall be paid within 30 days following receipt of the bill by County.

(F) Nonpayment. The parties hereto recognize that the monetary obligations of County provided for by this agreement will be discharged solely from revenues derived from the County Service Area; however, notwithstanding the unavailability of such revenues, if within 30 days following receipt of billing by City County does not pay said bill, this agreement shall become null and void. County will lien the properties within the County Service Area in order to collect money owed City.

IV. Term of Agreement. This agreement shall be binding upon the successors and shall remain in full force and effect until termination by mutual agreement of the parties hereto, or six (6) months' written notice of intention to terminate by either party.

V. Indemnification. County agrees to indemnify and hold harmless City, its employees, agents and officers against any and all claims, demands or causes of action allegedly arising out of any act or omission to act of any officer, agent or employee of County or resulting from the condition of any property owned or controlled by County.

City agrees to indemnify and hold harmless County, its employees, agents and officers, against any and all claims,

demands or causes of action allegedly arising out of an act or omission to act of any officer, agent or employee of City or resulting from the condition of any property owned or controlled by City.

VI. Inspection of Records. County shall have the right to inspect those records of the City Parties which pertain to the project costs and operation and maintenance costs. Such records shall be available for inspection by representatives of the County during normal business hours of the City Parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly constituted officers and caused their seals to be affixed hereto and the same attested.

COUNTY OF YOLO

By Bekki A. Marchand

CITY OF DAVIS

By Roger A. Storey  
ROGER A. STOREY, CITY MANAGER

APPROVED AS TO FORM  
CHARLES R. MACK  
COUNTY COUNSEL

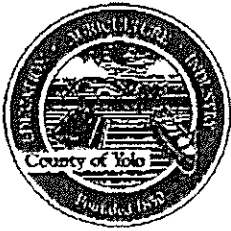
By Jan K. Anderson  
DEPUTY COUNTY COUNSEL

APPROVED AS TO FORM

By Stanat Green

CITY ATTORNEY

File: \L\WSL0061.DP



# County of Yolo

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION  
ROAD COMMISSIONER  
292 WEST BEAMER STREET

SURVEYOR  
WOODLAND, CALIFORNIA 95695-2598

ENGINEER  
(916) 666-8775

~~XXXXXXXXXXXX~~  
DIRECTOR

JOHN M. ROBERTSON

March 14, 1988

TO: The HONORABLE BETSY MARCHAND, Chair,  
and Members of the Board of Supervisors

FROM: JOHN M. ROBERTSON, Director of  
Public Works and Transportation *JR*

RE: City of Davis/County of Yolo Maintenance Agreement  
North Davis Meadows

RECOMMENDED ACTION:

IT IS RECOMMENDED that your Board approve the attached Agreement, and authorize the Chair of your Board to sign the Agreement.

REASON FOR RECOMMENDED ACTION:

The City of Davis has agreed to maintain the water system in North Davis Meadows (County Service Area No. 10) as it is a logical extension of their routine maintenance of the Davis Golf Course system. The City manager of Davis has signed the Agreement as authorized by the City Council. County Public Works personnel have no experience with water system maintenance. The City of Davis has performed well for the County under a similar arrangement for El Macero.

BACKGROUND:

On May 12, 1987, your Board adopted Resolution No. 87-58 ordering formation of the North Davis Meadows County Service Area (CSA #10). The formation allows for many extended services, including water service. Services are paid for by means of annual fees levied against each parcel of property (not ad valorem taxes). The developer has deposited \$25,200 (\$450 per lot) in the CSA #10 operating fund (B.U. 490) to cover the cost of providing services until annual fees can be collected. On March 8, 1988, your Board adopted Resolution No. 88-23 accepting public improvements for maintenance in North Davis Meadows.

TRANSMITTAL: Proposed Agreement



# County of Yolo

625 Court Street, Room 204

Woodland, California 95695

(530) 666-8195

FAX (530) 666-8193

BOARD OF SUPERVISORS

First District - Mike McGowan  
Second District - Lois Wolk  
Third District - Tom Stallard  
Fourth District - Dave Rosenberg  
Fifth District - Lynnel Pollock  
County Administrator - Victor Singh  
Clerk of the Board - Paula Cooper

## FAX COVER SHEET

Date: 4/15/99

To: Linda Koontz

Fax Number: X-8728

From: Ana Morales

Fax Number: (530) 666-8193

Phone Number: (530) 666-8195

Number of Pages Including Cover Sheet: 8

Message: