

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **APRIL 27, 2010**

From: **JD JAMES DURFEE / WILL DICKINSON**

Subject: **SEWER FEE DEPOSIT AND METERING AGREEMENT
WITH CALIFORNIA CONSERVATION CORP**

ACTION REQUESTED / RECOMMENDATION: Adopt the attached Resolution authorizing the Chairman to sign a Sewer Fee Deposit and Metering Agreement with the California Conservation Corp (CCC) in the amount of \$165,000.

BACKGROUND: The CCC has a residential center located at 3710 Christian Valley Road, Auburn, within the Sewer Maintenance District 1 (SMD 1) service area. This facility can house up to 120 residents, plus administrative staff members. There are 12 buildings on the site, including a school, kitchen, library, recreation building, administration building, two dormitories, and the Placer Nature Center. The wastewater from the facility was previously treated by three ponds located on the property. The CCC is under a State mandate to close the ponds and connect to the SMD 1 collection system.

Due to the fluctuating residential population at the CCC facilities, it was difficult to determine a fair sewer connection fee. While the Center can house up to 125 residents, CCC staff stated that their average population last year was approximately 40 residents. Additionally, many of those residents are gone for extended periods of time. Therefore, CCC requested that the sewer flow be monitored to determine the actual usage. In order to accommodate this request, County and CCC staff negotiated the attached agreement with the following deal points:

1. Acknowledges payment by the CCC of the initial connection and inspection fees in the amount of \$165,000 (21.193 EDUs).
2. The County will monitor sewer flow for at least one year via a flow meter which the CCC installed at the County's request.
3. The CCC will pay future operation and maintenance fees on a quarterly basis pursuant to the flow meter.
4. If the metered flow exceeds that expected for 21.193 EDUs, the CCC will perform work for SMD 1 in an amount equivalent to the additional connection fee owed.

ENVIRONMENTAL CLEARANCE: Approval of the recommended action is not a project as defined in the California Environmental Quality Act.

FISCAL IMPACT: Approval of this request will result in collection of fees necessary to offset costs to SMD 1 associated with conveying and processing wastewater from the CCC facility. Approval of this request will have no impact upon the County General Fund.

ATTACHMENTS: RESOLUTION, AGREEMENT

CC: COUNTY EXECUTIVE OFFICE

JD:WD:KK:LM

T:\FBS\MEMO2010\EE\CCC AGREEMENT.DOC

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Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION AUTHORIZING THE
CHAIRMAN TO SIGN THE ATTACHED SEWER FEE
DEPOSIT AND METERING AGREEMENT WITH THE
CALIFORNIA CONSERVATION CORPS

Resol. _____

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, California Conservation Corp (CCC) is under a State mandate to close
their sewer treatment ponds and requests connection to the Sewer Maintenance District
1 collection system; and

WHEREAS, the CCC is a State agency which performs a valuable service to the
community; and

WHEREAS, due to the fluctuating population at the CCC facility, it is inequitable to base
sewer connection fees solely on the number of beds; and

WHEREAS, CCC has installed a sewer flow meter and wishes to be charged based
upon actual usage;

NOW BE IT RESOLVED by the Board of Supervisors, County of Placer, State of
California, that the Chairman is hereby authorized to sign the attached Sewer Fee
Deposit and Metering Agreement with the California Conservation Corp, which
establishes an initial connection fee, allows for increase to that connection based upon
usage, and puts in place a quarterly payment schedule for operation and maintenance
fees based upon usage.

SEWER FEE DEPOSIT AND METERING AGREEMENT

This SEWER FEE DEPOSIT AND METERING AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the County of Placer, a political subdivision of the State of California, (COUNTY) and the California Conservation Corps, a Division of the State of California (CCC).

WITNESSETH:

WHEREAS, on June 10, 2008, the COUNTY approved Improvement Plans (PN-8591) to proceed with a project commonly referred to as the CCC Water and Sewer Line Replacement (the "Project") located on Assessor's Parcel Numbers 075-140-002-000, 075-140-008-000, 075-140-009-000 and 075-140-011-000 as depicted on the map of the property and legal description, attached as Exhibit A (the "Property"), and

WHEREAS, CCC has requested and COUNTY has agreed that CCC shall pay a deposit toward the sanitary sewer connection fees for the improvements to this Property, and

WHEREAS, CCC has additionally requested, and COUNTY has agreed to monitor the wastewater flows from the Project for an initial evaluation period commencing with the complete execution of this Agreement and continuing for one (1) year, ("Initial Evaluation Period"), and for future monitoring as may be required by COUNTY, and

WHEREAS, CCC desires to base sewer operation and maintenance fees ("O&M fees"), and any additional connection fees which may be due, upon the average daily flow (Total Volume of Wastewater in gallons / number of days) measured at the flow meter during each metering period, and

WHEREAS, CCC's proposed use is considered to be a commercial use that does not readily match uses outlined in Section 13.12.240 of the Placer County Code and said section allows for metering of the flow as determined by the County, and

WHEREAS, Section 13.12.240 G of the Placer County Code contains a provision that for metered wastewater flows two hundred fifty (250) gallons per day of regular strength sewage flow shall equal one equivalent dwelling unit (EDU).

NOW THEREFORE, the parties agree hereby as follows:

1. CCC has submitted to COUNTY the sum of One Hundred Sixty Five Thousand and No/100s Dollars (\$165,000.00), as a deposit toward the sanitary sewer connection and inspection fees owed for this Project. This represents Twenty One and One Hundred Ninety Three One Hundredths (21.193) Equivalent Dwelling Units (EDUs) at Five Thousand Two Hundred Ninety Eight gallons per day (5,298 gpd). The parties agree that an accurate Sewage Connection Fee Calculation sheet is attached as Exhibit B.
2. CCC, at its own expense, has caused to be installed a sewer flow meter as directed by the sewer requirements letter dated May 21, 2007 for the Project. Additionally, pursuant to Submittal #4, Item 3 b) dated August 14, 2009, CCC was required to install a datalogger that could, in addition to other specific requirements, record flows read at a 5-minute interval with sufficient memory to retain 2 months of data. All references to the sewer flow meter herein shall mean the sewer flow meter and datalogger.
3. CCC shall maintain, at its own expense, for the period of one year from the complete execution of this Agreement, said sewer flow meter. During the one year period, CCC and COUNTY agree that meter testing, calibration, and repairs shall be performed by a third party, agreed to

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by the CCC and COUNTY, qualified for such work, paid by CCC at CCC's own expense. COUNTY shall have final say as to the accuracy of the meter readings and whether or not the meter is operating correctly. Thereafter, COUNTY shall assume all responsibility for the sewer flow meter, including testing, calibration and repairs, and shall maintain it at COUNTY's expense.

4. CCC grants to COUNTY an irrevocable right-of-entry for unobstructed access to the sewer flow meter to inspect for functionality and accuracy during the Initial Evaluation Period and for future monitoring as may be required by COUNTY. CCC shall take readings and shall transmit the data to the COUNTY in 5-minute increment form from the flow meter on a monthly basis during the Initial Evaluation Period. CCC and COUNTY agree that future additional charges will be assessed as delineated below, both connection fees and O&M fees, based upon the daily average flow measured at the flow meter during the metering period.
5. CCC shall provide COUNTY on a quarterly basis the average monthly bed usage of the Property as regularly reported by the CCC to the State of California, California Conservation Corps Headquarters for the duration of this Agreement.
6. CCC shall provide COUNTY, on a quarterly basis, copies of all water bills from whatever source during the Initial Evaluation Period. After the Initial Evaluation Period and for the duration of this Agreement, CCC shall provide to COUNTY an annual summary of all meter readings, including copies of all water billings, within thirty (30) days of the annual anniversary of this Agreement.
7. After the Initial Evaluation Period COUNTY shall monitor the on-site sewer meter(s) for the duration of the Agreement. These metered wastewater flows shall be used as the basis for sanitary sewer connection fees and O&M fees.
8. CCC and COUNTY agree that Connection Fees and O&M fees will be based on the average daily flow measured at the flow meter during the metering period. The average daily flow shall be divided by 250 to determine the number of EDUs that equates to the measured flow.
 - A. The baseline flow allocated to the site as delineated in item 1 above for the purposes of determining the Connection Fee will be Twenty One and One Hundred Ninety Three One Hundredths (21.193) EDUs at Five Thousand Two Hundred Ninety Eight gallons per day (5,298 gpd). In the event the average daily flow during the during the Initial Evaluation Period is greater than 5,298 gpd, CCC shall pay to COUNTY a connection fee for all flows in excess of 21.193 EDU in accordance with the COUNTY's established connection fee schedule (the "Connection Fee Increment Payment").
 - B. CCC has requested, and COUNTY agrees, that CCC shall pay any Connection Fee Increment Payment in work performed by CCC as directed by COUNTY for an amount equal to the Connection Fee Increment Payment based upon CCC's normal and regular charges for such work performed.
 - a. COUNTY shall send CCC at the service address below the amount of the Connection Fee Increment Payment.
 - b. CCC will acknowledge in writing to COUNTY agreement with the amount of the Connection Fee Increment Payment within 30 days of receipt of notification from COUNTY.
 - c. COUNTY and CCC will work cooperatively to schedule the work desired by COUNTY to be performed by CCC.

- d. Prior to performing the work, CCC will provide COUNTY with an estimate of the charges for the work, listing the necessary personnel, their charge rates, estimated hours, etc.
 - e. Upon agreement by both parties as to the work to be performed, the estimated charges by CCC for such work, the timeframe of the work, etc., CCC will perform the work to the satisfaction of COUNTY.
 - C. The parties agree and acknowledge that the initial Connection Fee and Connection Increment Payment shall not be subject to reduction once paid.
 - D. The parties further agree and acknowledge that any increase in wastewater flow or strength after the Initial Evaluation Period shall be subject to payment of additional connection fees pursuant to Placer County Code section 13.12.200, as such section may be amended from time to time.
9. All future O&M fees will be based on the average daily flow recorded during the metering period divided by 250 times the current monthly O&M rate times 3 months and shall be billed on a quarterly basis directly by invoice to CCC by COUNTY. O&M fees will be paid within 45 days of receipt of the invoice. In the event the meter does not work for any period of time and no data is recorded, the O&M fees will be charged at 5,298 gpd (21.193 EDUs) for the period the meter failed to record data, unless otherwise agreed by the parties based upon other available data, such as water usage and/or bed counts.
10. This Agreement shall not be construed to modify, amend, waive or supersede any of the conditions of approval, sewer requirement letters or any other condition lawfully required by PN-8591 as approved by COUNTY as of this date, which shall remain unchanged and in full force and effect. CCC shall comply in full with all such conditions. The sole purpose of this Agreement is to set forth the terms upon which COUNTY agrees to a sewer fees deposit and a monitoring process that will be utilized as a basis for fee calculations for this Project.
11. This Agreement is the result of the joint efforts and negotiations of parties hereto. The parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part of it. The parties agree that each has been afforded the opportunity to consult with the attorney of its choosing prior to execution hereof. This Agreement constitutes the full written agreement of the parties regarding the subject matter herein, and no agreements or understandings not set forth herein shall be recognized. The person(s) signing this Agreement on behalf of CCC each warrants and represents that he or she has the authority to execute this Agreement on behalf of CCC and to bind CCC to the terms and conditions stated herein.
12. This Agreement shall be binding on CCC and CCC'S successors-in-interest, the heirs and the assigns of the parties, including any future owners of the Property to which this Agreement pertains, as to the irrevocable right of entry as specified above in section 4 for repair, maintenance and inspection of the sewer meter. This Agreement shall run with the Property and constitute an equitable servitude thereon. CCC shall notify any successors-in-interest, heirs, or assigns (including future owners of the Property) in writing of the existence of this Agreement. California law shall govern this Agreement. Venue for any action pursuant to this Agreement shall be Placer County, California. Each party hereby waives any federal court removal and/or original jurisdiction rights it may have.

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13. Indemnity and Hold Harmless - To the extent permitted by law including Article XVI, section 1 and 6 of the California Constitution, and the California Government Claims Act, the CCC agrees to hold harmless and indemnify the County against any liability, damage, or loss legally determined to have occurred as a result of the performance or failure to perform under this Agreement caused by the acts and/or omissions of any person directly employed by or under the control and supervision of the CCC for performance of work as set forth in this Agreement.

The County agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of the performance or failure to perform under this Agreement caused by the acts and/or omissions of any person directly employed by or under the control and supervision of the County for performance of work as set forth in this Agreement.

14. The parties agree and acknowledge that this Agreement is specific to this Project only. It shall not be interpreted to imply that the COUNTY will agree to such an arrangement on other projects within the COUNTY'S jurisdiction. This Agreement shall remain in effect unless mutually modified or terminated in writing by COUNTY and CCC.

COUNTY OF PLACER

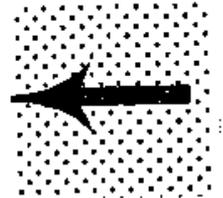
Approved as to form:

County Counsel

Chairman, Board of Supervisors

Address for service of notice:
County of Placer
James Durfee, Director
Department of Facility Services
11476 C Avenue
Auburn, CA 95603-2702

Date: _____



CALIFORNIA CONSERVATION CORP

By: 
Name: Erin Healy
Title: Administrative Services Division Chief

Date: 3/9/10

Address for service of notice:
California Conservation Corps
Attn: Rod Thornhill
3710 Christian Valley Road
Auburn, CA 95602

**LEGAL DESCRIPTION OF
CALIFORNIA CONSERVATION CAMP AUBURN SEWER ANNEXATION
SEWER MAINTENANCE DISTRICT NO. 1, ANNEXATION NO. 135**

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

The West seven-eighths of the Northeast quarter of the Southwest quarter (W 7/8 of NE 1/4 of SW 1/4) of Section 10, T.13 N., R. 8 E., M.D.B.&M. Containing 35.22 Acres.
APN: 075-140-002-000

Parcel Two:

Beginning at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 10, Township 13 North, Range 8 East, M.D.B.&M., from which the South quarter corner of said Section 10 bears South 0°14'17" East 1318.12 feet and running thence from said Northeast corner and along the North line of said Southeast quarter of the Southwest quarter South 88°15'21" West 922.80 feet to the centerline of the sixty foot wide access road to the Iron Mine Conservation Camp; thence along said centerline South 0°24' West 233.09 feet; thence South 20°02' West 104.45 feet; thence leaving said centerline North 88°15'21" East 961.59 feet to the East line of said Southeast quarter of the Southwest quarter; thence North 0°14'17" West 330.00 feet to the point of beginning. Containing 7.04 Acres.
APN: 075-140-009-000

Parcel Three:

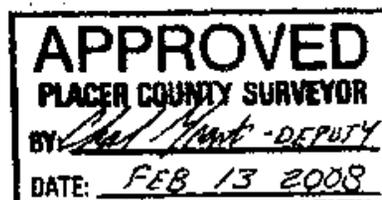
The East 330 feet of the Northwest quarter of the Southwest quarter, the North 330 feet of the East 330 feet of the Southwest quarter of the Southwest quarter, and that portion of the North 330 feet of the Southeast quarter of the Southwest quarter lying West of the centerline of a sixty foot wide access road to the Iron Mine Conservation Camp all in Section 10, Township 13 North, Range 8 East, M.D.B.&M., and particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 10 and running thence along the West line of said quarter-quarter South 0°30'08" East 1317.52 feet; thence along the South line of said quarter-quarter North 88°15'21" East 404.93 feet to the centerline of said Iron Mine Road; thence along said centerline South 0°24' West 233.09 feet; thence South 20°02' West 104.45 feet to the South line of the North 330 feet of the Southeast quarter of the Southwest quarter of said Section 10; thence leaving said road and running along said South line and its Westerly projection South 88°15'21" West 694.61 feet to the Southwest corner of the North 330 feet of the East 330 feet of the Southwest quarter of the Southwest quarter of said Section 10; North 0°30'08" West 1647.42 feet to the North line of the Southwest quarter of said Section 10; thence North 88°14'12" East 330.00 feet to the point of beginning. Containing 15.49 Acres.
APN: 075-140-008-000

Parcel Four:

The East one eighth of the Northeast quarter of the Southwest quarter of Section 10, Township 13 North, Range 8 East, M.D.B.&M.
Containing 5.03 Acres.
APN: 075-140-011-000

Total Acres: 62.78 Acres



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N.W. COR., N.E. ¼,
S.W. ¼, SEC. 10,
T.13N., R.8E., MDBM

1663.82'

N88°14'12"E
1167.09'

STATE OF CALIFORNIA
PARCEL ONE
PER 948 O.R. 469 075-140-002
1,534,011 Sq.Ft./35.216 Acres

STATE OF CALIFORNIA
PARCEL FOUR
PER 1081 O.R. 316
075-140-011
219,187 Sq.Ft./5.032 Acres

2 PM 51

8 RDS 41

Overall Boundary Area:
2,734,786 Sq.Ft./62.782 Acres

STATE OF CALIFORNIA
PARCEL THREE
PER 954 O.R. 598 075-140-008
674,750 Sq.Ft./15.480 Acres

N00°14'17"W 1648.12'
1318.12'

S.W. C. ¼
COR. OF SEC.
10, T.13N.,
R.8E., MDBM

N.E. COR., S.E. ¼, S.W. ¼,
SEC. 10, T.13N., R.8E.,
MDBM

STATE OF CALIFORNIA
PARCEL TWO
PER 965 O.R. 644 075-140-009
308,838 Sq.Ft./7.044 Acres

PARCEL MAP NO.
73590
17 PM 129

S00°24'00"W 233.09'

S20°02'00"W 104.45'

N88°15'21"E 1327.73'

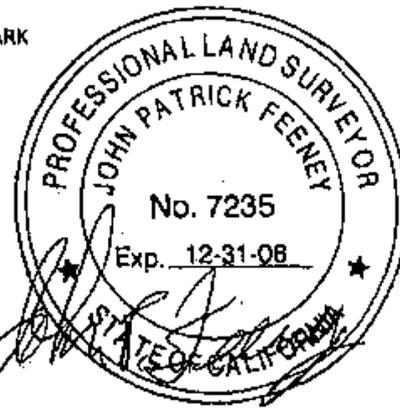
922.50'

N88°15'21"E
1327.75'

694.81'

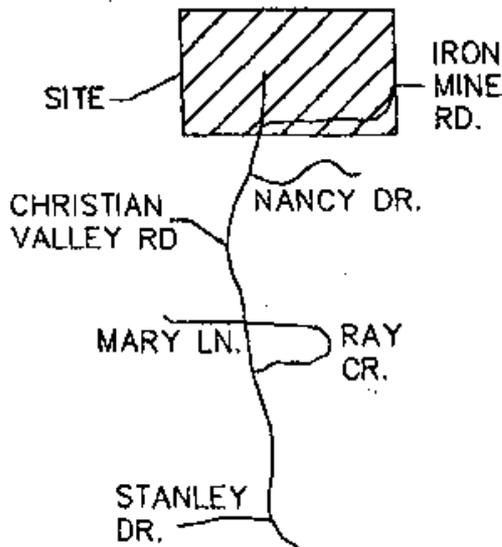
CHRISTIAN VALLEY
ROAD

CHRISTIAN VALLEY PARK
UNIT NO. 4
H MAPS 24



APPROVED
PLACER COUNTY SURVEYOR
BY: *Carol Hand - DEPUTY*
DATE: *FEB 13 2008*

EXHIBIT 'B'



VICINITY MAP
NOT TO SCALE

CALIFORNIA CONSERVATION CAMP
AUBURN SEWER ANNEXATION

SEWER MAINTENANCE DISTRICT NO. 1
ANNEXATION NO. 135

A PORTION OF
SECTION 10, T.13N., R.8E., M.D.B.&M.
PLACER COUNTY, CALIFORNIA
SCALE: 1" = 400'

4

300

SEWAGE CONNECTION FEE CALCULATION

12/23/2009

SMD #1

Kathy Kane
11/24/09

075-140-002
APN

CALIFORNIA CONSERVATION CORP.

Please note that the fees are subject to change and you will be charged the fee in effect at the time the sewer permit is obtained.

PN 8591

1. SEWER FLOW ESTIMATE

| AREA | AMOUNT | EDU MULTIPLIER | EDU's |
|---|-----------------|----------------|-----------|
| BUILDING 1-School / Class Room | | | |
| sink | 1 | 0.071 | Included |
| BUILDING 2-Warehouse | | | |
| sink | 1 | 0.071 | Included |
| BUILDING 3-Kitchen | | | |
| sink | 5 | 0.071 | Included |
| utility sink | 1 | 0.071 | Included |
| floor drain | 2 | 0.055 | Included |
| dishwasher | 1 | 0.200 | Included |
| grease interceptor | 1 | | |
| BUILDING 4-Women's Dorm | | | |
| Section 13.12.240 Boarding House per bed | | | |
| beds | 7 | 0.286 | Included |
| sinks | 5 | 0.071 | Included |
| showers | 5 | 0.600 | Included |
| washing machine | 1 | 0.571 | Included |
| utility sink | 1 | 0.071 | Included |
| BUILDING 5-Men's Dorm | | | |
| Section 13.12.240 Boarding House per bed | | | |
| beds | 53 | 0.286 | Included |
| sinks | 6 | 0.071 | Included |
| showers | 5 | 0.600 | Included |
| washing machine | 4 | 0.571 | Included |
| utility sink | 1 | 0.071 | Included |
| urinal | 3 | 0.214 | Included |
| BUILDING 6-Library | | | |
| no sewer facilities | | | No Charge |
| BUILDING 7-Recreation Building | | | |
| no sewer facilities | | | No Charge |
| BUILDING 8-Core Member Development | | | |
| toilet | 4 | 0.500 | Included |
| sink | 4 | 0.071 | Included |
| showers | 1 | 0.600 | Included |
| BUILDING 9-Administration | | | |
| toilet | 4 | 0.500 | Included |
| sink | 5 | 0.071 | Included |
| urinal | 1 | 0.214 | Included |
| showers | 2 | 0.429 | Included |
| BUILDING 10-Automotive Shop | | | |
| toilet | 1 | 0.500 | Included |
| sink | 1 | 0.071 | Included |
| floor drain | 1 | 0.055 | Included |
| SAND & GRIT SEPARATOR | REQUIRED | | |

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| AREA | AMOUNT | EDU MULTIPLIER | EDU's |
|-----------------------------------|--------|----------------|---------------|
| BUILDING 11-Wood Shop | | | |
| no sewer facilities | | | No Charge |
| BUILDING 12-Placer Nature Center | | | |
| toilet | 2 | 0.500 | Included |
| sink | 2 | 0.071 | Included |
| urnal | 1 | 0.214 | Included |
| Deposit on Negotiated EDUs | | | 21.193 |

2. CONNECTION FEE

21.193 EDU's X \$260.00 PLACER COUNTY FACILITY FEE = \$5,510.18

21.193 EDU's X \$7,512.00 PLACER COUNTY CONNECTION FEE = \$159,201.82

3. PERMIT INSPECTION FEE\$168.00

5. ISSUED SEWER PERMIT # _____

6. PUMP INSPECTION FEE\$120.00

8. ISSUED SEWER PERMIT # _____

TOTAL COST = \$165,000.00**TOTAL EDU's USED = 21.193**

* NOTE: when the permit is purchased the user fee is prorated for the balance of the first year.
If not purchased in the month calculated, call 530-745-3190 for an updated calculation