

APPENDIX “F”

**AGREEMENT WITH SACRAMENTO
REGIONAL COUNTY SANITATION
DISTRICT AND SACRAMENTO
COUNTY SANITATION DISTRICT
NO. 1 FOR SEWER SERVICE TO
PLACER COUNTY SERVICE AREA
NO. 28, ZONE NO. 55**

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**Original signed copies of this agreement on file at the
Placer County Board of Supervisor’s office**

AGREEMENT FOR SEWER SERVICES

THIS AGREEMENT made and entered into this 24th day of June, 1986, by and between Zone 55 of County Service Area No. 28 of the County of Placer, Placer County Sewer Maintenance District No. 2 of the County of Placer, political subdivisions of the State of California (hereinafter jointly referred to as County), the Sacramento Regional County Sanitation District of Sacramento County, a County sanitation district (hereinafter referred to as SRCSD), and County Sanitation District No. 1 of Sacramento County, California, a County sanitation district (hereinafter referred to as CSD-1).

RECITALS

1. The physical characteristics of certain lands lying within the County of Placer and within Zone 55 of County Service Area No. 28 of the County of Placer, as outlined on a map attached hereto marked Exhibit A and by this reference incorporated herein, indicate the ultimate and proper location of the water pollution control facility for this area will be within the County of Sacramento, subject to the condition that only those lands capable of gravity service to said facility shall be provided with service.

2. That certain subdivision identified as Woodbridge Unit No. 4A lying within the County of Placer and within Placer County

Sewer Maintenance District No. 2 of the County of Placer, as identified on Exhibit B attached hereto is in need of temporary service from the SRCSD and CSD-1 sewerage facilities, said service to be replaced by service from the Southeast Placer Trunk Sewer System no later than January 1, 1988.

3. It is mutually desired that the maintenance and operation of any and all sewerage facilities for such area be conducted in a manner most beneficial to residents of such area.

4. The parties hereto are authorized by the Joint Exercise of Power Act (Section 6500 and following of the Government Code of the State of California) to enter into an agreement to accomplish the above purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants herein, it is mutually agreed as follows:

1. This Agreement shall be effective as of July 1, 1986.

2. County shall cause to be constructed within the areas set forth in Exhibits A and B (hereinafter referred to as the areas) such sewerage facilities as are appropriate to provide gravity service to the areas and shall operate and maintain the said sewerage facilities, and CSD-1 and SRCSD shall receive, treat and dispose of the sewage produced and conveyed from the

point said sewage enters the County of Sacramento, all in accordance with the provisions of this Agreement. The point of entry shall be considered to be the first manhole South of the North boundary of Sacramento County. The County shall be responsible for maintenance from that point North.

3. County shall be responsible for design review and construction inspection of all sewerage facilities within the areas. In order to assure that all sewerage facilities in the areas will be acceptable to the requirements of SRCSD and CSD-1, the plans and specifications for all such improvements shall also be subject to approval by the Director, Department of Public Works, County of Sacramento, as Ex Officio Engineer for each of the two districts. Though inspection of the construction of sewerage facilities installed in the areas shall be the responsibility of County, observation of leakage testing and an inspection of the completed project shall involve personnel from the Department of Public Works of the County of sacramento. Also, should the installation of the sewerage facilities extend construction into the County of Sacramento, said construction shall be in conformance with the County of Sacramento Standard Construction Specifications and shall be inspected by the aforementioned personnel from the Department of Public Works of the County of Sacramento. Cost for such observation and inspection shall be invoiced by the County of sacramento to the

developer installing said sewerage facilities. County shall assure payment thereof. Conditions relating to the construction and inspection responsibilities are as follows:

a. Pipeline leakage limitations shall be in conformance with the County of Sacramento Standard Construction Specifications or County requirements, whichever are more stringent.

b. No modification of the approved improvement plans shall be made unless such modification of plans is mutually acceptable and approved by County SRCSD and CSD-1 as evidenced by appropriate signatures in the revision block of the plans.

c. It is expected that the County of Sacramento will notify County in writing within seven (7) days of inspection of the facilities as to whether the work is acceptable or unacceptable.

4. When a service sewer is not available, the installation of the service sewer and the connection to the public sewer shall be done only by a contractor licensed by the State of California to do this type of work. The construction of the service sewer shall be in conformance with the specifications for service sewer connections as established by County, said specifications requiring that the tap be made by removing a section of the

lateral sewer and installing a "wye" connection with Calder-type couplings.

5. At such time as the sewerage facilities have been constructed and are acceptable, County will take over ownership and maintenance responsibility for the facilities located within County and to the first manhole South of the North boundary of Sacramento County and CSD-1 will assume responsibility for those facilities from that point downstream. Maintenance by the County shall include such measures as are reasonably necessary or prudent in the opinion of CSD-1 to limit or prevent inflow and infiltration.

6. CSD-1 and SRCSD shall receive all sewage transported into the County of Sacramento from the sewerage facilities in the areas and shall convey, treat and dispose of such sewage in a manner consistent with approved standards and procedures.

7. All rules and regulations established by SRCSD and CSD-1 regulating the use of public sewers and the discharge of waters and wastes into the sewer system shall be applicable in the areas. Such rules and regulations shall be those specified in the current SRCSD and CSD-1 Sewer Use Ordinances, and their later amendments. County agrees that as a condition of the continued obligation of SRCSD and CSD-1 hereunder, County shall enact, amend

and maintain in effect within the areas an ordinance making applicable the provisions of the SRCSD and CSD-1 Sewer Use Ordinances. Service to any industrial user shall require prior approval by districts.

8. County shall bill, collect and transmit to districts the following fees within sixty (60) days of the date of billing:

a. At the time of subdivision approval, or in conjunction with the issuance of building permits, whichever is appropriate, connection fees for both districts for that area within Exhibit A in accordance with ordinances then in effect. Said fees shall include the CSD-1 Trunk Connection Fee, the SRCSD Capital Investment Equalization Fee, an amount equal to and in lieu of the SRCSD Annexation Fee, and any appropriate additional fees imposed by either SRCSD or CSD-1.

b. A sewer service charge for both SRCSD and CSD-1 in accordance with standard policies of each such district then in effect, except that considering services rendered by County, the CSD-1 sewer service charge shall be reduced by fifty (50) percent. The additional SRCSD service charge as described under "Users Outside the District" in the SRCSD Sewer Rate Ordinance shall apply. If the service charges of the said districts are collected by the County with the rates, tolls, and charges of another utility, said charges

shall be shown on the billing as such and shall not be combined with any other rate, toll, or charge appearing on the billing. Adequate records shall be maintained by County to permit ready, separate identification of service charges of the districts, the amounts received, and the payments made to districts. Service charge payments to districts shall be accompanied with a summary identification by billing categories that reflects the total of all charges for services that were included or should have been included in said billing. A periodic report shall be submitted by the County to SRCSD and CSD-1 reconciling billings with payments. County agrees to absorb the administrative costs incidental to collection and transmittal of districts' service charges and those costs attributable to uncollectible debts on service billings. County shall not bill districts for such costs nor deduct such costs from the service charges due the districts and shall make available upon request by districts all financial records.

All such fees billed by County shall be paid to SRCSD or CSD-1, as appropriate, within 60 days of billing whether or not collected by County.

9. No provision is made herein to permanently provide service to areas incorporated into the City of Roseville. However, pending formalization of an agreement between the City

of Roseville, SRCSD, and CSD-1, County will provide maintenance service for the following five parcels located within the City of Roseville:

<u>APN</u>	<u>Service Address</u>
470-210-01	8530 Sunrise Blvd.
471-030-02	1115 Orlando Ave.
471-030-18	1125 A-H Orlando Ave.
471-030-27	201 Eddie Street
471-060-55	100 Louis Lane

Billing responsibility will remain with CSD-1 and that portion of the monthly service charge due CSD-1, currently \$2.00 per Equivalent Single Family Dwelling, that is billed to those five accounts will be credited to the amount due districts from service charges collected by County.

10. SRCSD and CSD-1 shall be obligated to receive the sewage from the County only as long as the facilities are maintained by the County in accordance with the terms of this Agreement and the standards of CSD-1. Further, both SRCSD and CSD-1 shall have the right to refuse further service to the County in the event of any significant breach of this Agreement by the County. Both SRCSD and CSD-1 shall have the right to review all maintenance records of the County with respect to facilities in the areas.

11. The obligation of SRCSD and CSD-1 to receive sewage pursuant to the terms of this Agreement shall continue so long as those Districts are reasonably able to receive such sewage; except that the obligation to receive sewage from Woodbridge Unit No. 4A shall terminate not later than January 1, 1988 unless this Agreement is amended to provide for further service to that area.

12. The County agrees to indemnify and hold harmless SRCSD and CSD-1 from and against any and all claims, actions or liabilities resulting from the acts or omissions of the County with respect to the performance of this Agreement, whether or not either of said Districts is in part responsible. Such indemnification shall include all costs of defense.

13. This Agreement shall not be construed as a third party beneficiary contract and shall provide no rights to any third party against either SRCSD or CSD-1.

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

ZONE 55 OF COUNTY SERVICE AREA NO. 28
OF THE COUNTY OF PLACER, a political
subdivision of the State of California

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST: _____
Clerk of the
Board of Supervisors

PLACER COUNTY SEWER MAINTENANCE
DISTRICT NO. 2 OF THE COUNTY OF PLACER,
a political subdivision of the State of
California

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST: _____
Clerk of the
Board of Supervisors

SACRAMENTO REGIONAL COUNTY SANITATION
DISTRICT, a County sanitation district

By *Debra Collier*
Chairperson, Board of Directors

(SEAL)

ATTEST: *Beverly A. Williams*
Clerk of the
Board of Directors

COUNTY SANITATION DISTRICT NO. 1
OF SACRAMENTO COUNTY, CALIFORNIA,
a County sanitation district

By *Debra Collier*
Chairperson, Board of Directors

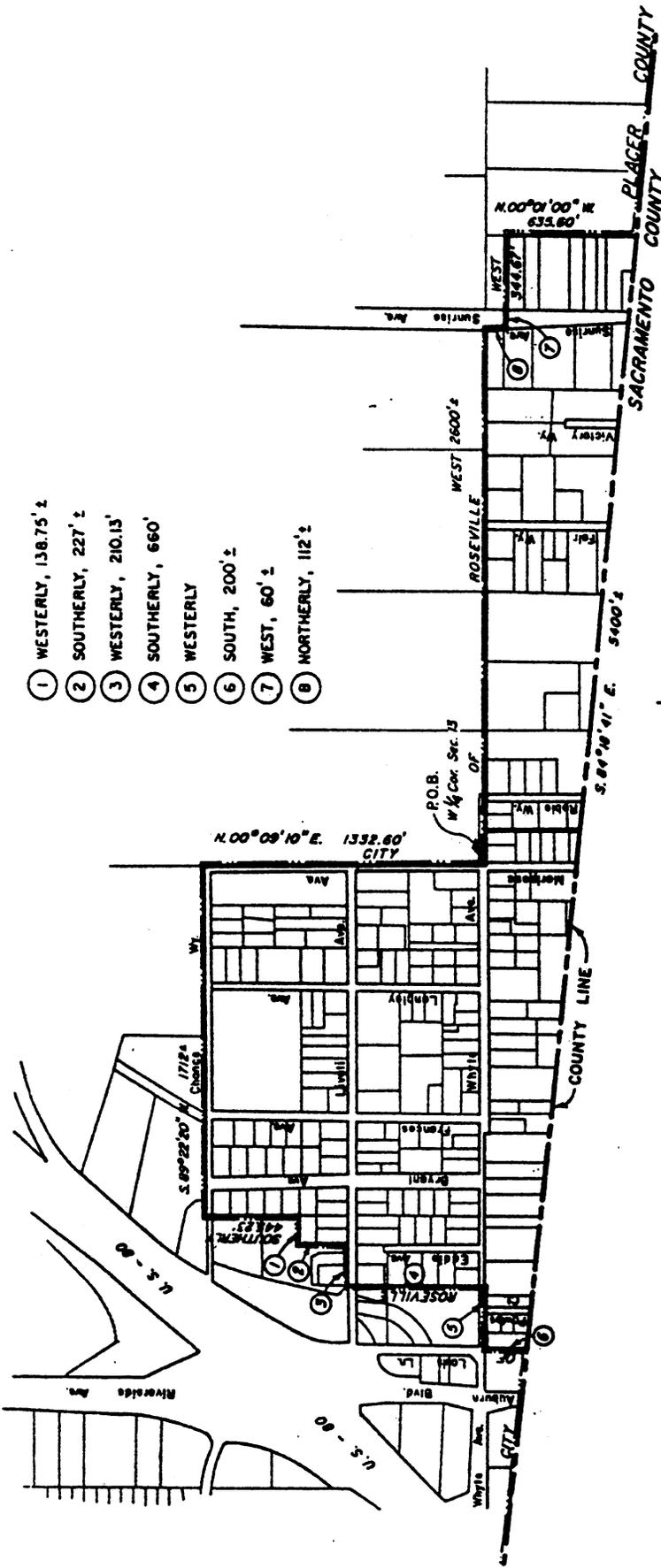
(SEAL)

ATTEST: *Beverly A. Williams*
Clerk of the
Board of Directors

APPROVED AS TO FORM:

[Signature]
Deputy County Counsel,
County of Sacramento

Deputy County Counsel,
County of Placer



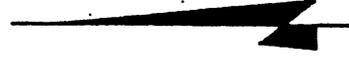
- ① WESTERLY, 138.75' ±
- ② SOUTHERLY, 227' ±
- ③ WESTERLY, 210.15'
- ④ SOUTHERLY, 660'
- ⑤ WESTERLY
- ⑥ SOUTH, 200' ±
- ⑦ WEST, 60' ±
- ⑧ NORTHERLY, 112' ±

COUNTY SERVICE AREA 28
ZONE 55, LIVOTI TRACT

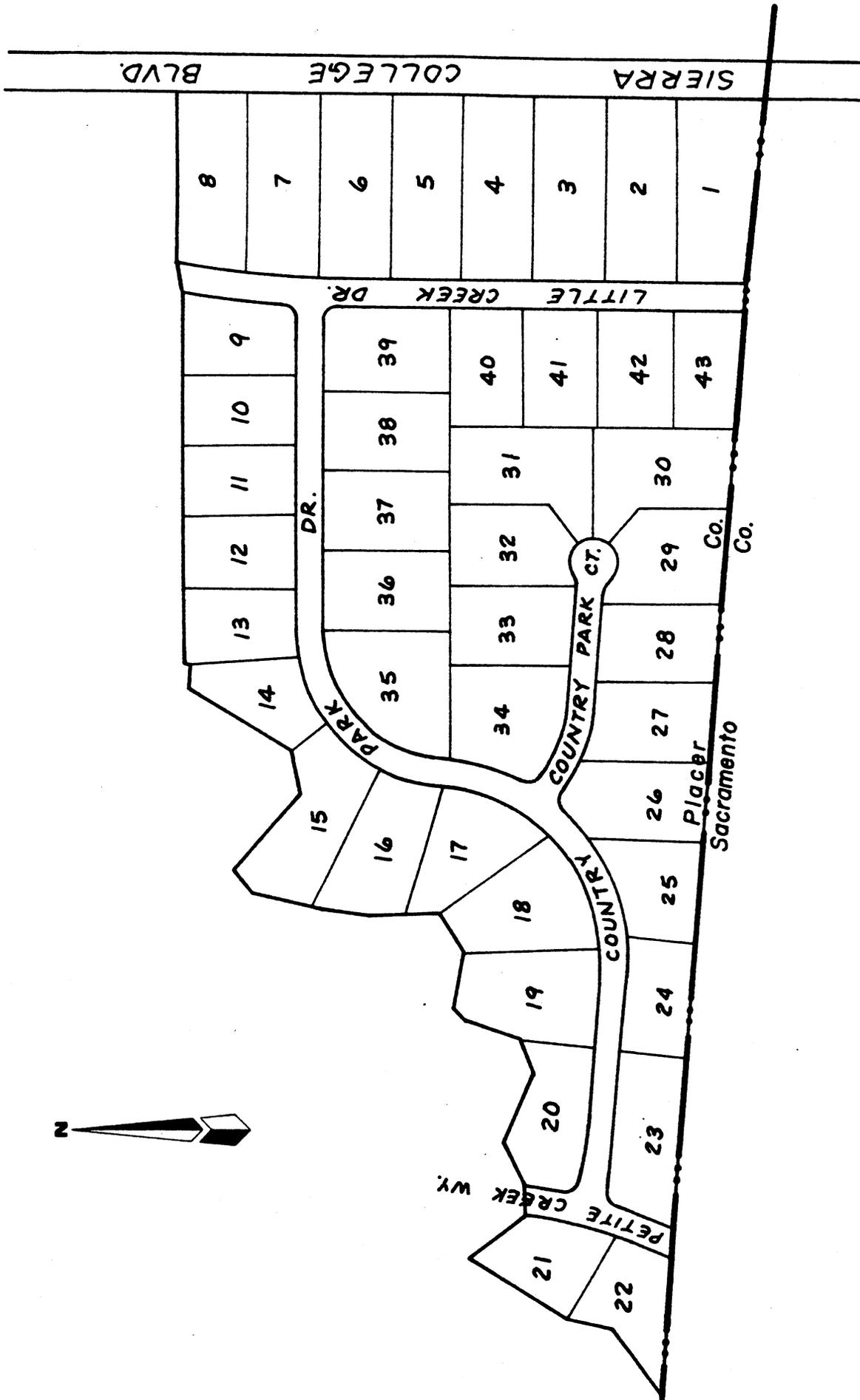
A PORTION OF SECTIONS 13 & 14
 T. 10N. - R. 6E., M.D.B. & M.
 PLACER COUNTY, CALIF.
 JAN., 1986

APPROVED
 PLACER COUNTY SUPERVISOR
 [Signature]
 DATE: Jan. 31, 1986

SCALE: 1" = 600'



— ZONE 55 BOUNDARY
 - - - - - CITY LIMIT LINE



SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

RESOLUTION NO. SR-862

BE IT RESOLVED AND ORDERED that the Chairman of the Board of Directors of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT of Sacramento County, a political subdivision of the State of California, be and he is hereby authorized and empowered to execute an agreement, in the form hereto attached, with ZONE 55 OF COUNTY SERVICE AREA NO. 28 OF THE COUNTY OF PLACER, PLACER COUNTY SEWER MAINTENANCE DISTRICT NO. 2 OF THE COUNTY OF PLACER, and COUNTY SANITATION DISTRICT NO. 1 OF SACRAMENTO COUNTY, political subdivisions of the State of California, relating to an agreement for providing sanitary sewer services to certain unincorporated areas of Placer County.

On a motion by Director SHEEDY, seconded by Director JOHNSON, the foregoing resolution was passed and adopted by the Board of Directors of SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT of Sacramento County, State of California, this 24th day of June, 1986, by the following vote, to wit:

In accordance with Section 25103 of the Government Code of the State of California, a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento, on

AYES: Directors, CARMODY, JOHNSON, SHORE, SHEEDY, SMOLEY

JUN 24 1986

NOES: Directors, NONE

ABSENT: Directors, COLLIN

By Lylina Flora
Deputy Clerk, Board of Supervisors

The foregoing is a correct copy of a resolution adopted by the Board of Directors, Sacramento County, California

On JUN 24 1986

Dated JUN 26 1986

Clerk of Said Board of Directors

By Lylina Flora
ATTEST Clerk

Jela Collin
Chairman of the Board of Supervisors of Sacramento County, California, ex-officio Chairman of the Board of Directors of SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT of Sacramento County, a political subdivision of the State of California.

FILED

JUN 24 1986

Beverly A. Williams
Clerk of the Board of Supervisors of Sacramento County, California, and ex-officio Clerk of the Board of Directors of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT of Sacramento County, California.

BOARD OF DIRECTORS
By Beverly A. Williams
Clerk of the Board