

APPENDIX “H”

**COOPERATIVE AGREEMENT WITH
SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT AND
COUNTY SANITATION DISTRICT
NO. 1 OF SACRAMENTO COUNTY
FOR SEWER SERVICE TO THE
TRELAKE VILLAGE UNIT NO. 12
SUBDIVISION**



COUNTY OF SACRAMENTO 31

WATER QUALITY DIVISION

CHERYL CRESON, Chief

COLLECTION SYSTEM, TIM LLOYD
ENGINEERING, MICHAEL A. MAGGI
TREATMENT PLANT, W. H. KIDO

PUBLIC WORKS AGENCY

W. H. HARADA, Administrator

R. F. SHANKS, Director
District Engineering
TERRY T. TICE, Director
County Engineering

February 26, 1997

APPROVED
BOARD OF DIRECTORS

By Reso Nos. SR-1525 + CD-0340

FEB 26 1997

Cady H. Turner
By
Clerk of the Board

TO: Honorable Board of Directors
Sacramento Regional County Sanitation District
County Sanitation District No. 1

FROM: Sacramento Regional County Sanitation District (SRCSD)
County Sanitation District No. 1 (CSD-No. 1)

SUBJECT: Sacramento Regional County Sanitation District and County Sanitation District No. 1 (Districts) Revised Agreement with Placer County Sewer Maintenance District No. 2 for the Provision of Temporary Sewer Service to Treelake Village Unit #12

RECOMMENDATION:

It is recommended that your Boards approve the attached Resolutions authorizing the Chair to execute the revised Interagency Agreement with Placer County Sewer Maintenance District No. 2 (SMD #2) for the provision of sewer service to the Treelake Village Unit #12 subdivision located within the boundaries the Districts.

BACKGROUND:

On August 14, 1996, your Boards approved Resolution Nos. CD-0828 and SR-1501 to execute an Interagency Agreement with SMD #2 for sewer service to the Treelake Village Unit #12 subdivision. This Agreement was required because providing sewer service through existing CSD-No. 1 facilities would require the construction of a temporary pump station and over three-quarters of a mile of sewer force main. It was considerably more cost effective to have SMD #2 provide interim service until CSD-No. 1 facilities have been extended. The Agreement obligated CSD-No. 1 to provide local collection service and deliver the sewage to Placer SMD #2 which will accept and provide treatment for that sewage.

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ADMINISTRATION (916) 875-7000 • COLLECTION (916) 875-8730 • ENGINEERING (916) 875-6820 • TREATMENT PLANT (916) 875-9000
FAX: (916) 875-8911 • FAX: (916) 875-6911 • FAX: (916) 875-6253 • FAX: (916) 875-4668

Honorable Boards of Directors
February 26, 1997
Page 2

DISCUSSION:

A minor revision was made to the Agreement when it was approved by the Placer County Board of Supervisors. The revision clarified SMD #2's responsibilities upon cessation of service to the Districts by referencing a map attachment and another section of the Agreement. The revision, which is shown in item 12 of the Recital on page 4, did not change the form or content of the Agreement. Since the Agreement was revised after your Boards' original approval, we are requesting your Boards to approve the revised Agreement.

FINANCIAL ANALYSIS

Both the revised and original Agreement require CSD-No. 1 to pay impact fees for the use of the SMD #2 facilities. These fees will be reimbursed to CSD-No. 1 upon disconnection from the SMD #2 system. The impact fees collected by the Districts from future users in Treelake Village Unit #12 will be equal to those collected from all other customers of the Districts in accordance with Districts' ordinances.

CONCLUSION:

It is recommended that your Boards approve the attached resolution to approve the revised Agreement with SMD #2 to provide temporary sewer service to Treelake Village Unit #12.

Respectfully submitted,



Robert F. Shanks, Director
Department of District Engineering

Concurrence:



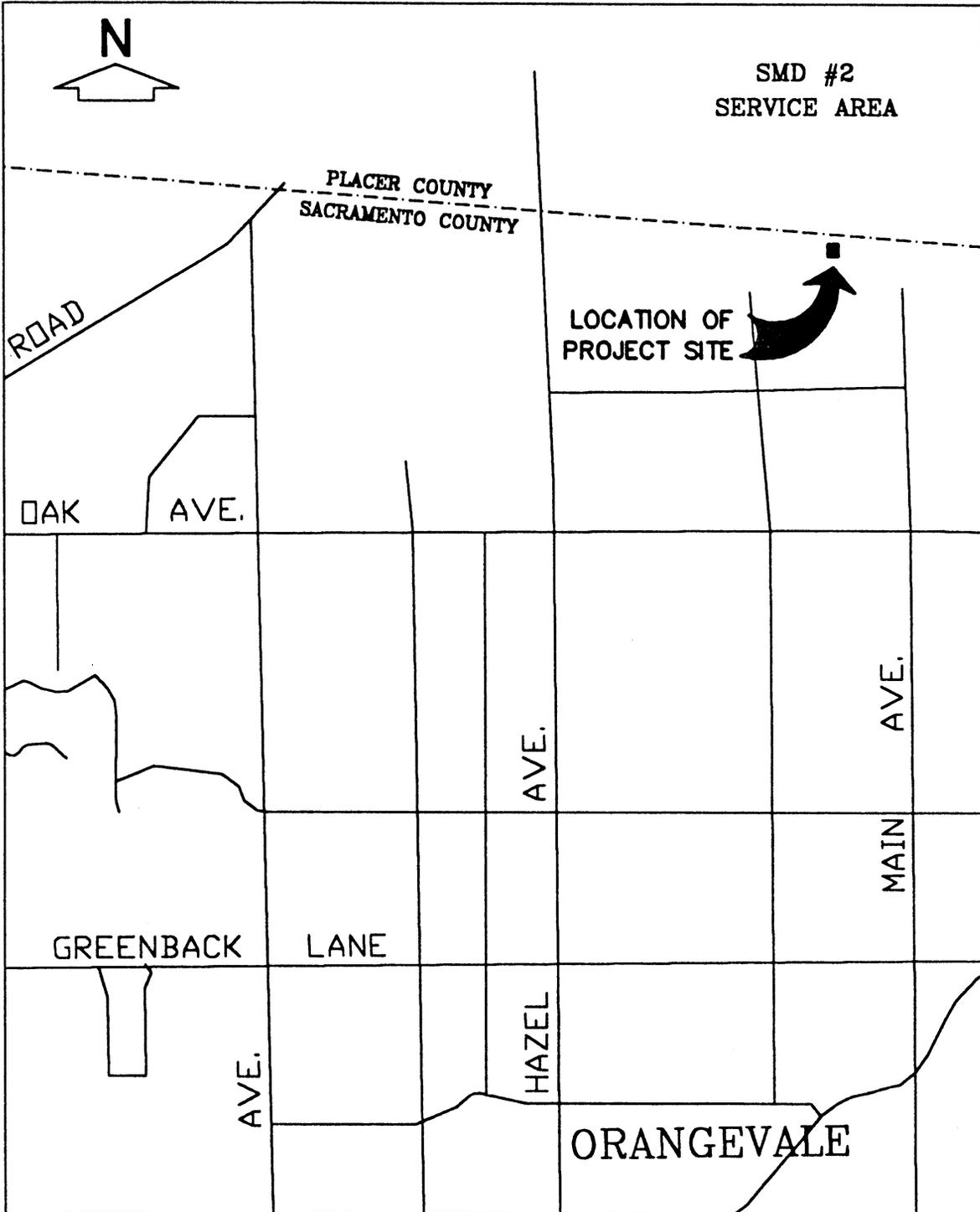
Warren H. Harada, Administrator
Public Works Agency

RFS/CFC/MM:baf

Contact for additional information:

Cheryl Creson
District Manager
875-6529

VICINITY MAP
AGREEMENT FOR SEWER SERVICE
BETWEEN PLACER CO. SMD #2
AND SRCSD & CSD No. 1



COUNTY OF SACRAMENTO
WATER QUALITY DIVISION

JCB:baf

**COUNTY SANITATION DISTRICT NO. 1
OF SACRAMENTO COUNTY**

RESOLUTION NO. CD-0840

**COOPERATIVE AGREEMENT
WITH PLACER COUNTY SEWER MAINTENANCE DISTRICT NO. 2
OF PLACER COUNTY**

BE IT RESOLVED AND ORDERED that the Chair of the Board of Directors of COUNTY SANITATION DISTRICT NO. 1 OF SACRAMENTO COUNTY (DISTRICT), a political subdivision of the State of California, be and is hereby authorized and directed to execute an agreement, in the form hereto attached, with PLACER COUNTY SEWER MAINTENANCE DISTRICT NO. 2 OF PLACER COUNTY, a political subdivision of the State of California, for temporary sewage service to Treelake Village Unit #12, on behalf of the DISTRICT, and to do and perform everything necessary to carry out the purpose of this resolution.

ON A MOTION by Director Cox, seconded by Director Johnson, the foregoing resolution was passed and adopted by the Board of Directors of the DISTRICT, this 26th day of February, 1997, by the following vote, to wit:

AYES: Directors, Cox, Dickinson, Johnson, MacGlashan, Pannell, Nottoli

NOES: Directors, None

ABSENT: Directors, Aceituno, Collin

ABSTAIN: Directors, None



ATTEST:

Gandy H. Turner
Clerk of the Board of Directors

Don Nottoli
Chair of the Board of Directors
County Sanitation District No. 1
of Sacramento County

The foregoing resolution adopted by the Board of Directors, Sacramento County, California

On Feb. 26, 1997

Dated Feb. 29, 1997

Clerk of Said Board of Directors

By Kathleen Rogers
Deputy Clerk

Kathleen Rogers

FILED

FEB 26 1997

BOARD OF DIRECTORS

Gandy H. Turner
Clerk of the Board of Directors

JCB:baf

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

RESOLUTION NO. SR-1525

COOPERATIVE AGREEMENT
WITH PLACER COUNTY SEWER MAINTENANCE DISTRICT NO. 2
OF PLACER COUNTY

BE IT RESOLVED AND ORDERED that the Chair of the Board of Directors of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (DISTRICT), a political subdivision of the State of California, be and is hereby authorized and directed to execute an agreement, in the form hereto attached, with PLACER COUNTY SEWER MAINTENANCE DISTRICT NO. 2 OF PLACER COUNTY, a political subdivision of the State of California, for temporary sewage service to Treelake Village Unit #12, on behalf of the DISTRICT, and to do and perform everything necessary to carry out the purpose of this resolution.

ON A MOTION by Director Cox, seconded by Director Johnson, the foregoing resolution was passed and adopted by the Board of Directors of the DISTRICT, this 26th day of February, 1997, by the following vote, to wit:

- AYES: Directors, Cox, Dickinson, Johnson, MacGlashan, Pannell, Nottoli
- NOES: Directors, None
- ABSENT: Directors, Aceituno, Collin
- ABSTAIN: Directors, None



Don Nottoli
Chair of the Board of Directors
Sacramento Regional County
Sanitation District

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

On Feb. 26, 1997

Dated Feb. 27, 1997

Gordy H. Turner
Clerk of the Board of Directors

Clerk of Said Board of Directors
BY Kathleen Rogers
Deputy Clerk

BOARD OF DIRECTORS
Gordy H. Turner
Clerk of the Board

FILED

FEB 26 1997

Kathleen Rogers

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

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE THE ATTACHED COOPERATIVE AGREEMENT BETWEEN PLACER COUNTY SEWER MAINTENANCE DISTRICT NO. 2 AND THE COUNTY SANITATION DISTRICT NO. 1, INCLUDING THE SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

Resol. No: 96-273

Ord. No: _____

First Reading: _____

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held 9/17/96, by the following vote on roll call:

Ayes: SANTUCCI, WEYGANDT, LICHAU, BLOOMFIELD, UHLER
Noes: NONE
Absent: NONE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

9-24-96

GEORGIA FLAKE

Clerk of the Board of Supervisors of the County of Placer, State of California.

Barbara Proctor
DEPUTY CLERK

Signed and approved by me after its passage.


Chairman, Board of Supervisors

Attest:
Clerk of said Board

Georgia Flake

BE IT HEREBY RESOLVED by the Board of Supervisors, County of Placer, State of California, that their Board approves the attached Cooperative Agreement between Placer County Sewer Maintenance District No. 2 and County Sanitation District No. 1 of Sacramento County including the Sacramento Regional County Sanitation District which provides for sewer service to Treelake Village, Unit No. 12.

BE IT FURTHER RESOLVED that the Chairman of the Board is hereby authorized and directed to execute said Agreement on behalf of County of Placer and Sewer Maintenance District No. 2.

**COOPERATIVE AGREEMENT FOR SEWER SERVICES
FOR
TREELAKE VILLAGE UNIT #12 OF SACRAMENTO COUNTY
BETWEEN
COUNTY SANITATION DISTRICT NO. 1 AND
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
AND
PLACER COUNTY SEWER MAINTENANCE DISTRICT NO. 2**

THIS AGREEMENT made and entered into this 17th day of September, 1996, by and between Placer County Sewer Maintenance District No. 2 of the County of Placer, a political subdivision of the State of California (hereinafter referred to as SMD #2), Sacramento Regional County Sanitation District of Sacramento County, a political subdivision of the State of California (hereinafter referred to as SRCSD), and County Sanitation District No. 1 of Sacramento County, a political subdivision of the State of California (hereinafter referred to as CSD-No.1) (both SRCSD and CSD-No.1 are hereinafter referred to jointly as the Districts).

RECITALS

1. The physical characteristics of certain lands lying within the County of Sacramento and within the Districts, 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.
2. That certain proposed subdivision identified as Treelake Village Unit 12, lying within the County of Sacramento and within the Districts, as identified on Exhibit B attached hereto is in need of temporary service from the SMD #2 sewerage facilities.
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 upon its execution.

2. The Districts shall cause to be constructed within the areas set forth in Exhibits A and B (hereinafter referred to as the area) such sewerage facilities as are appropriate to provide gravity and lift station service to the area and shall operate and maintain the said sewerage facilities, and SMD #2 shall receive, treat and dispose of the sewage produced and conveyed from the point said sewage enters the County of Placer, all in accordance with the provisions of this Agreement. SMD #2 shall be responsible for maintenance from that point North.

3. The Districts shall be responsible for design review and construction inspection of all sewerage facilities within the area. Also, should the installation of the sewerage facilities extend construction into the County of Placer, said construction shall be in conformance with the County of Placer Standard Construction Specifications and Land Development Manual and shall be inspected by the aforementioned personnel from the Department of Public Works of the County of Placer. Cost for such observation and inspection shall be invoiced by the County of Placer to the developer installing said sewerage facilities. The Districts shall assure payment thereof.

5. At such time as the sewerage facilities have been constructed and are acceptable, the Districts will take over ownership and maintenance responsibility for the facilities located within the Districts jurisdiction and maintenance responsibility to the first manhole North of the County line and SMD #2 will assume responsibility for those facilities from that point downstream. Maintenance by the Districts shall include such measures as are

reasonably necessary or prudent in the opinion of SMD #2 to limit or prevent inflow and infiltration.

6. SMD #2 shall receive all sewage transported into the County of Placer from the sewerage facilities in the area 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 SMD #2 regulating the use of public sewers and the discharge of waters and wastes into the sewer system shall be applicable in the area. Such rules and regulations shall be those specified in the current Placer County Sewer Use Ordinances, and their later amendments. The Districts agrees that as a condition of the continued obligation of SMD #2 hereunder, the Districts shall enact, amend and maintain in effect within the area an ordinance making applicable the provisions of the Placer County Sewer Use Ordinances. Service to any industrial user shall require prior approval by SMD #2.
8. The Districts shall bill, collect and transmit to SMD #2 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 SMD #2 for that area within Exhibit B in accordance with ordinances then in effect. Said fees shall include standard sewage connection fees and any appropriate additional fees imposed by SMD #2.
 - b. A sewer service charge for SMD #2 in accordance with standard policies of that district then in effect, except that considering services rendered by the Districts, the sewer service charge shall be reduced by twenty five (25) percent. Adequate records shall be maintained by the Districts to permit ready, separate identification of service charges of the area, the amounts received, and the payments made to the Districts. Service charge payments to SMD #2 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 Districts to SMD #2 reconciling billings with payments. The Districts agree to absorb the administrative costs incidental to collection and transmittal of the Districts' service charges and those costs attributable to uncollectible debts on service billings. The Districts shall not bill SMD #2 for such costs nor deduct such costs from the service charges due SMD #2 and shall make available upon request by SMD #2 all financial records.

All such fees billed by the Districts shall be paid to SMD #2, as appropriate , within 60 days of billing whether or not collected by the Districts.

10. SMD #2 shall be obligated to receive the sewage from the Districts only as long as the facilities are maintained by the Districts in accordance with the terms of this Agreement and the standards of SMD #2. Further, SMD #2 shall have the right to refuse further service to the Districts in the event of any significant breach of this Agreement by The Districts. SMD #2 shall have the right to review all maintenance records of the Districts with respect to facilities in the area.
11. The obligation of SMD #2 to receive sewage pursuant to the terms of this Agreement shall continue so long as it is reasonably able to receive such sewage or until the Districts can provide gravity sewer service to area.
12. Upon completion of the facilities necessary for the complete provision of service to the area within Exhibit B through the Districts' facilities and upon cessation of service by SMD #2 to the area, any facilities impact fees collected by SMD #2 under section 8(a) of this Agreement shall be refunded to the Districts.
13. The Districts agree to indemnify and hold harmless SMD #2 from and against any and all claims, actions or liabilities resulting from the acts or omissions of the Districts with respect to the performance of this Agreement, whether or not SMD #2 is in part responsible. Such indemnification shall include all costs of defense.

14. This Agreement shall not be construed as a third party beneficiary contract and shall provide no rights to any third party against SMD #2.

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

COUNTY SANITATION DISTRICT
NO. 1, OF SACRAMENTO COUNTY,
a political subdivision of the State of California

By: Don Nottoli
Chair, of the Board of Directors
"DISTRICT"

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
a political subdivision of the State of California

By: Don Nottoli
Chair, of the Board of Directors
"DISTRICT"



Judy H. Turner
Clerk of the Board of Directors

PLACER COUNTY SEWER MAINTENANCE
DISTRICT NO. 2 OF THE COUNTY OF

PLACER,

a political subdivision of the State of California

By: [Signature]
Chairman, Board of Supervisors

(SEAL)

ATTEST: Georgia Flake
Clerk of the Board of Supervisors

Rachel Rogers

BY: Sarah Fisher
COUNTY COUNSEL

FILED

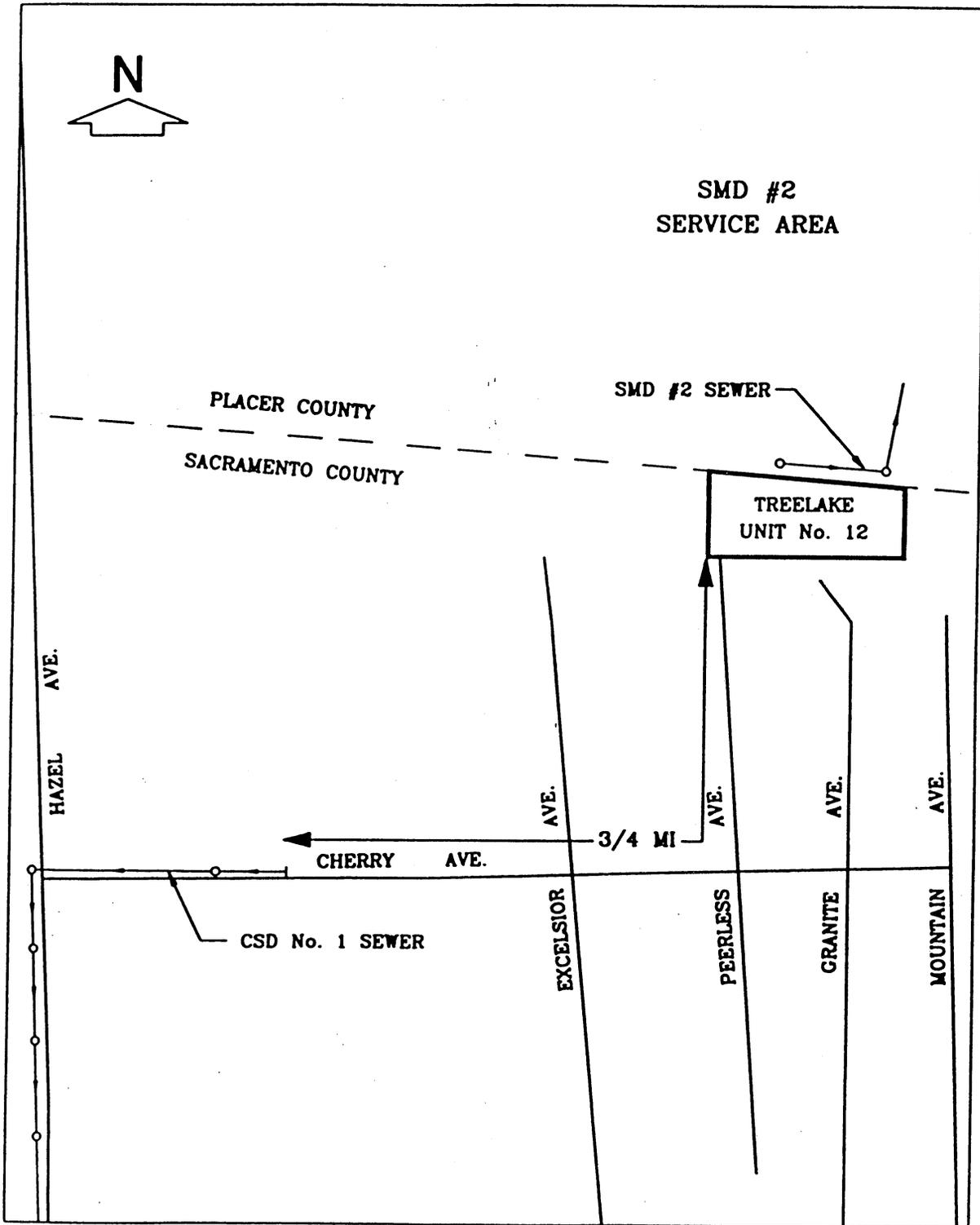
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FEB 26 1997

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BOARD OF DIRECTORS
By: Judy H. Turner
Clerk of the Board

EXHIBIT 'A'

DISTANCE TO EXISTING SEWER FACILITIES



COUNTY OF SACRAMENTO
WATER QUALITY DIVISION

EXHIBIT 'B'

TREELAKE VILLAGE #12

SEWER SYSTEM & CONNECTION POINTS

