



City Clerk  
311 Vernon Street  
Roseville, California 95678-2649

August 4, 2016

Katherine Manne, Contract Services  
Sanitation Districts Agency  
10060 Goethe Road  
Sacramento, CA 95827

RE: WASTEWATER SERVICE BY CONTRACT AND OPERATING  
AGREEMENT (CONTRACT NO. 50000099)

At the meeting of August 3, 2016 the City Council adopted a resolution authorizing the City Manager to execute the agreement referenced above. The fully executed agreement is enclosed along with a certified copy of authorizing Resolution No. 16-328.

If you have any questions, please contact Wastewater Collection Superintendent Chris Bracco at (916) 746-1892.

SONIA OROZCO, CMC  
CITY CLERK

By:

A handwritten signature in cursive script that reads "Judy Moore".

Judy Moore  
City Clerk Technician

Cc: Attorney  
Chris Bracco/Environmental Utilities



Contract No. 50000099



# Wastewater Service by Contract and Operating Agreement between Sacramento Regional County Sanitation District, Sacramento Area Sewer District, and City of Roseville

SASD Dispatch	(916) 875-6730
Regional San PCC	(916) 875-9400 or (916) 875-9406
City of Roseville	(916) 774-5750 or (916) 746-1890



SACRAMENTO AREA  
SEWER DISTRICT

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## INTRODUCTION

This WASTEWATER SERVICE BY CONTRACT AND OPERATING AGREEMENT AMONG THE SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, THE SACRAMENTO AREA SEWER DISTRICT AND THE CITY OF ROSEVILLE is made this 3rd day of August, 2016, by and between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700, hereinafter referred to as "Regional San," SACRAMENTO AREA SEWER DISTRICT, a sanitation district formed pursuant to, and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700, hereinafter referred to as "SASD," and CITY OF ROSEVILLE, a municipal corporation, hereinafter referred to as "CITY."

## RECITALS

WHEREAS, wastewater from some sewers within the CITY, as shown in Exhibits A through F, flows into the SASD sewer system, then through the Regional San sewer system, and is then treated at Regional San's Sacramento Regional Wastewater Treatment Plant (SRWTP); and

WHEREAS, wastewater from some sewers within the SASD service area, as shown in Exhibit G, flows into the CITY sewer system and is then treated at the CITY's Dry Creek Wastewater Treatment Plant; and

WHEREAS, the intent of this Agreement is to meet regulatory requirements and to provide a basis for Regional San, SASD, and the CITY to work together to provide sewer service to users, establish operation and maintenance responsibilities, determine financial billing responsibilities, define system ownership, ensure ordinance compliance, outline rates and fees; and

WHEREAS, Section 56133 (a) of the Cortese-Knox-Hertzberg Act which establishes procedures for local government changes of organization, and Section 56133 (e) allows for contracts or agreements solely involving two or more public agencies are exempt from requiring approval from Local Agency Formation Commission approval; and

WHEREAS, the CITY collects rates and fees for services provided to the Vernon Oaks area, which resides inside the SASD and Regional San Service Areas; and

WHEREAS, the CITY collects rates and fees for services provided to customers inside the CITY's Service Area that are connected to SASD and Regional San; and

WHEREAS, this Agreement creates a service by contract between Regional San, SASD, and the CITY.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and acting pursuant to Section 4760 of the Health and Safety Code of the State of California and the Joint Exercise of Powers Act of said State, Regional San, SASD and the CITY agree as follows:

## SECTION 1: DEFINITIONS

Within this Agreement, the following words shall have the meanings specified below.

CITY: The City of Roseville

CITY ENVIRONMENTAL UTILITIES DIRECTOR: The Director of Wastewater, Water, and Solid Waste Utilities for the City of Roseville, or successor.

COLLECTION SYSTEM OPERATIONS NOTICE (CSON) PROGRAM: A program implemented by the Regional San Wastewater Source Control Section (WSCS) to provide notification and effective communication of pertinent information for planned sewer system events such as chemical additions, large scale cleaning, construction plugs, and various routine operational, maintenance, and construction activities that may have significant impacts on downstream sewer systems and the Sacramento Regional Wastewater Treatment Plant. These "significant impacts" are further described within the CSON program.

CUSTOMER: The person, agency, or entity paying for sewer service.

DISTRICT ENGINEER: The District Engineer for Regional San and SASD.

DISTRICT SEWER SYSTEM: The facilities owned by Regional San or SASD used for collecting, conveying, pumping, treating, and disposing of wastewater and residuals.

EFFECTIVE DATE: The date that this Agreement is approved by the governing bodies of Regional San, SASD and the CITY and executed by all parties.

EQUIVALENT SINGLE-FAMILY DWELLING (ESD) or EQUIVALENT DWELLING UNIT (EDU): A parameter used to identify the sewage discharge from a single-family detached residential dwelling.

INCIDENT RESPONDER: An individual within SASD, Regional San or the CITY who is in charge of an SSO at any given time.

NPDES: National Pollutant Discharge Elimination System

O&M (M&O): Operations and Maintenance

OWNERSHIP RESPONSIBILITIES: Includes all the responsibilities of ownership without actually owning the property or facility including but not limited to operation, maintenance, replacement, repair, rate and fee collection, and Proposition 218 notification.

POINT OF DEMARCATION: The point in the sanitary sewer where ownership, operation, and maintenance transitions from one agency to another.

RATE: Monthly rate that all users of the sewer collection system must pay to use the sewer collection system.

REGIONAL SAN: Sacramento Regional County Sanitation District

REGIONAL SAN CONSOLIDATED ORDINANCE: An ordinance, adopted on March 23, 2016, and as subsequently amended, that relates to the operation and regulatory powers of Regional San.

**RESPONSIBLE AGENCY:** With respect to Sanitary Sewer Overflow (SSO), the agency ultimately responsible for responding, cleanup, mitigation, and reporting of the SSO.

**SACRAMENTO REGIONAL WASTEWATER TREATMENT PLANT (SRWTP):** Regional San's treatment facility located at 8521 Laguna Station Road, Elk Grove, CA 95758.

**SANITARY SEWER or SEWER:** A pipe or conduit (including pumping facilities and in-line treatment and control facilities) that receives and carries wastewater. This definition does not include Regional San treatment facilities.

**SANITARY SEWER OVERFLOW (SSO):** An unplanned overflow, spill, release, or discharge of untreated or partially treated wastewater from a sewer collection system, as defined in the most current WDR.

**SASD:** Sacramento Area Sewer District

**SASD SEWER ORDINANCE:** An ordinance, adopted October 25, 2013, and as subsequently amended, that relates to the operation and regulatory powers of SASD.

**SEWER IMPACT FEE (FEE):** Fee to pay for user's proportionate share of sewer capacity and associated costs.

**SEWER SYSTEM MANAGEMENT PLAN (SSMP):** Document that provides SASD, Regional San, or the City a system-wide living management plan for the operation, maintenance, expansion, repair and replacement of the sewer collection system. The intent of this document is to be the day-to-day working management plan that also meets the requirements of addressing the mandatory elements defined by the State Water Resources Control Board, Waste Discharge Requirements for sanitary sewer systems, most current edition.

**SPWA:** South Placer Wastewater Authority

**STANDARD OPERATING PROCEDURE (SOP):** The published or prescribed typical methodology for completing a task.

**USER:** Any person or entity that discharges waste directly or indirectly to the sewer collection system, causes, or allows such discharge.

**WASTEWATER:** The liquid and water-carried wastes from dwellings, commercial buildings, industrial facilities, institutions, and other sources, whether treated or untreated, which enter or are permitted to enter the sanitary sewer. This term also includes ground, surface, and storm waters comingled with liquid and water-carried wastes as may be present in the sewer system.

**WASTEWATER SOURCE CONTROL SECTION (WSCS):** A section within Regional San that protects the sewage collection and treatment facilities of the Sacramento region by controlling pollutant discharges to the sewer system. WSCS works to reduce the discharge of pollutants to the sewer by educating businesses and the general public on the waste reduction, management, and appropriate disposal.

WDR: Statewide General Waste Discharge Requirements for Sanitary Sewer Systems,  
Order No. 2006-0003-DWQ, promulgated by the State Water Resources Control Board  
(SWRCB), and subsequent revisions.

## SECTION 2: FACILITIES

### A. POINTS OF DEMARCATION

Exhibits A through F identify 6 locations where wastewater flows from the City to SASD sewers. The service area defines which agency (SASD or the CITY) is responsible for operation and maintenance of the manhole (“owner” in Table 2.1) at the point of demarcation. Table 2.1 shows the manholes that establish the point of demarcation for the sewers that flow from the City to SASD:

**Table 2.1 – Points of Demarcation (By MH)**

Area	Roseville MH # (SASD MH #)	Owner
1	A06-282	Roseville
2	A06-281	Roseville
3	A05-145 (216-003-007)	Roseville
4	A04-154 (204-001-002)	SASD
5	A06-245	Roseville
6	A04-155 (204-001-001)	SASD

Exhibit G identifies an area, known as Vernon Oaks, where wastewater flows from the SASD and Regional San service area into the CITY service area then to the Dry Creek Wastewater Treatment Plant. Table 2.2 identifies parcels within the SASD and Regional San service area that are customers and users of the CITY sewer system and Dry Creek Wastewater Treatment Plant.

**Table 2.2 – Parcel Numbers for Vernon Oaks**

209-0730-001 (#647)	209-0730-009 (#631)
209-0730-002 (#645)	209-0730-010 (#629)
209-0730-003 (#643)	209-0730-011(#627)
209-0730-004 (#641)	209-0730-012 (#625)
209-0730-005 (#639)	209-0730-013 (#623)
209-0730-006 (#637)	209-0730-014 (#621) Lateral located in City of Roseville
209-0730-007 (#635)	209-0730-015 (#619) Lateral located in City of Roseville
209-0730-008 (#633)	209-0730-016 (#615) Lateral located in City of Roseville
209-0047-012 (#7241)	

For properties listed in Table 2.2 and shown on Exhibit G, the CITY maintains the mainline and laterals for this area. The CITY is responsible for operation and maintenance, and all associated responsibilities of ownership for sewer service and the sewer pipelines that serve these parcels.

## **B. TRANSFER OF FACILITIES**

If a facility is to be transferred by mutual agreement from one agency to the other, a transfer agreement will be prepared, including a description of the facilities and real property rights to be transferred, a description of transferred operation and maintenance responsibilities, and a clear description of financial obligations.

## **C. EASEMENTS AND RIGHTS OF WAY**

For access to properties and the sanitary sewer system considered by this agreement, Regional San, SASD, and the CITY agree that each agency, as an agent of the other, is authorized to use each other's existing easements or rights of way as reasonably necessary to carry out provisions of this Agreement, unless precluded by law or contract. If an easement or right of way is situated in a public street or highway, the laws of the State of California will govern its joint usage in the absence of a specific agreement. All agencies agree to follow each other's SOP for notification.

## **D. FACILITY MODIFICATIONS**

Any physical modifications to Regional San, SASD, or CITY sanitary sewer systems that could affect compliance with the current waste discharge requirements, NPDES permits, or other applicable standards; significantly change the rate of flow; or materially affect the operation of any other Regional San, SASD, or CITY sanitary sewer systems must be coordinated between all parties to this agreement.

# **SECTION 3: OPERATION AND MAINTENANCE**

The boundaries of ownership, operation, and maintenance responsibility of sewer facilities is at the point of demarcation as described in Section 2 and shown in Exhibits A through F. Ownership, operation and maintenance responsibilities for sanitary sewer systems and service to parcels located within the Vernon Oaks area (Exhibit G) will be the responsibility of the CITY.

## **A. OPERATION AND MAINTENANCE ACTIVITIES**

There is a potential for maintenance activities conducted by Regional San, SASD, or the CITY to cause temporary operational impacts within each other's sanitary sewer systems. Regional San, SASD, and the CITY will work together to implement measures that mitigate or minimize operational impacts.

## **B. ACCESS TO FACILITIES**

SASD and the CITY will allow reasonable access to each other's sanitary sewer systems, subject to the operational limitations of the facility owner. The CITY will request access to SASD facilities through the SASD access permit process, as described in Section 3.4 of the SASD Ordinance. SASD will coordinate access to the CITY sanitary sewer facilities with the Environmental Utilities Collections Maintenance Division. See Section G for contact information.

## **C. ODOR AND CORROSION CONTROL**

### **1. RESPONSIBILITY**

Each agency is responsible for odor and corrosion control in their sewer system.

### **2. AGENCY COORDINATION FOR ODOR RESPONSE**

SASD and the CITY will coordinate responses to odor complaints near the points of demarcation.

When an agency receives an odor complaint, it will:

1. Investigate to identify possible sources of the odor complaint within a response time consistent with their standard operating procedures.
2. If it is determined that the agency receiving the complaint is the responsible agency, it will mitigate the odor issue as necessary to remedy the issue.
3. If it is suspected that the other agency may be responsible for the odor complaint, the agency receiving the complaint will immediately contact the other agency.
4. Until SASD and the CITY agree which agency is the responsible agency, all agencies will remain engaged in finding a solution and work collaboratively to resolve any odor issues.

## **D. DATA ACQUISITION**

Regional San, SASD, and the CITY, may request existing data and information for planning, monitoring, and/or operational purposes from each other. This data and information (excluding any privileged data or information) will be made available within a reasonable timeframe.

## **E. PROHIBITED DISCHARGE**

SASD and the CITY will be responsible for controlling waste discharges into their system that significantly differ from each other's ordinances or that may cause harm to each other's sanitary sewer systems. More information on prohibited discharges can be found in *Section 2.4, Sewer Use, Prohibited Discharges* of the SASD Ordinance, *Chapter 14.12, Regulation of Sewer Use, Section 14.12.050 Use of Public Sewers* in the City of Roseville Municipal Code, and *Section 2.5 Sewer Use, Regulations* of the Regional San Consolidated Ordinance.

## **F. NOTIFICATION**

SASD and the CITY shall notify each other as soon as either agency becomes aware of any serious ordinance or municipal code violation or an un-remedied violation that could cause harm or otherwise negatively affect the sanitary sewer system. Ordinance and municipal code enforcement will be coordinated between Regional San, SASD, and the CITY.

Each agency will notify the other through proper notification processes of any planned operational issues or any future operation or maintenance activities that may be detrimental to safe operations of each other's sanitary sewer system (see Section G for contact information).

The CITY will provide a minimum 48 hours notice to SASD and follow requirements of the Regional San Collection System Operations Notice (CSON) program for planned activities conducted in the CITY sanitary sewer system that could impact the District sewer system. SASD agrees to provide a minimum of 48 hours notice to the CITY and follow CITY requirements for any planned activity that could impact the CITY or SPWA infrastructure or CITY treatment plant operations.

As a condition of authorizing any temporary discharge of nondomestic wastewater to the sanitary sewer system, the Regional San, SASD, and the CITY will require the discharger to obtain approval from the Regional San Wastewater Source Control Section and the CITY's Industrial Waste Program respectively.

Notifications of any SSO's will be in accordance with Section 6 of this Agreement and all regulatory requirements.

**G. CONTACT LIST**

The point of contact for each agency will be the following:

**Table 3.1 – Contact Numbers**

SASD Dispatch	(916) 875-6730 10060 Goethe Road Sacramento, CA 95827
Regional San Plant Control Center	(916) 875-9400 or (916) 875-9406 8521 Laguna Station Road, Elk Grove, CA 95758
City of Roseville	(916) 746-1890 During normal business hours (916) 774-5750 after hours 1530-0700 1800 Booth Road Roseville, CA 95747

**SECTION 4: PLANNING COORDINATION****A. CAPACITY PLANNING**

Capacity demands may change depending on future development needs. Each agency will coordinate pertinent planning changes to ensure that sewer service needs are met.

**B. NEW CONNECTIONS**

This agreement addresses only areas identified in exhibits A through G. New connections planned within areas identified in exhibits A through G shall be coordinated between all affected agencies. New connections will be permitted only when adequate capacity is available in the receiving sanitary sewer system. Neither Regional San, SASD, nor the CITY is responsible for increasing capacity within its sewer system to accommodate flow from new connections outside its service area. Any new connections planned from areas outside those identified in exhibits A through G, or new connections that require the other agency to increase sewer capacity, will require a separate agreement or an amendment to this agreement.

**C. PLANNING UPDATES**

Regional San, SASD, and the CITY will coordinate with each other prior to creating or making changes to facilities that impact the connections to each other's sanitary sewer

systems. Increase in sanitary sewer system flow that affects capacity requires approval from the receiving agency.

**SECTION 5: FINANCIAL CONSIDERATIONS**

**A. ACCOUNTING AND BILLING**

Regional San, SASD, and the CITY agree to maintain records that confirm billing and transfers of billed amounts representative of the number of users being provided service and to make records available when requested.

Regional San, SASD, and the CITY will remit monthly service charge payments to each other on a semiannual basis (twice a year) as follows:

**Table 5.1 – Payment Schedule**

<b>Period Covered</b>	<b>Payment due no later than</b>
July 1 through December 31	February 28
January 1 through June 30	August 31

SASD and the CITY will absorb the following costs incurred providing service to customers for which collection and treatment service is provided by the other party:

1. Costs incidental to collection and transmittal of service charge payments; and
2. Costs attributable to uncollectable debts or service billings

**B. RATES AND FEES**

Properties located in the CITY service area, shown in Exhibits A through F, which have sewers connected to the Regional San and SASD sewer system will be subject to prescribed rates and fees for use and connection to the Regional San and SASD sewer systems. These rates and fees are governed by the Regional San and SASD ordinances and adopted by their respective Boards.

The CITY will pay 50% of SASD's and 100% of Regional San's rates for their customers using the SASD and Regional San sewer systems. The CITY will pay 100% of both SASD and Regional San's sewer impact fees for their customers that will connect to District sewer system. As applicable, Regional San or SASD will notify the CITY as required by Proposition 218, of any proposed rate or fee changes. The CITY will be responsible for notifying the CITY customers that use the District sewer system for any CITY proposed rate or fee changes.

For the Vernon Oaks area (Exhibit G), the CITY will assume all ownership responsibilities for the collection of rates and fees associated with providing sewer collection and treatment for the properties in the Regional San and SASD Service Area with sanitary sewer systems connected to and served by the CITY sanitary sewer system. The City will comply with Proposition 218 requirements for changes to these properties.

### **C. AUDITS**

Regional San, SASD, and the CITY have the authority to audit, or appoint auditors, as necessary to examine the financial records of the other agencies to determine if rates and fees have been correctly and timely collected and appropriate amount has been remitted by the other agency in accordance with the terms of this agreement. Regional San, SASD, and the CITY will make available all requested records and will assist the auditors in their efforts.

### **D. REPLACEMENTS AND REPAIRS**

The cost and performance of all replacement, betterments, and repairs, and any other costs for items not specifically defined in this Agreement will be the responsibility of the facility owner.

### **E. WASTEWATER SOURCE CONTROL PROGRAMS**

Currently, Regional San and the CITY each administer separate mandated Federal Pretreatment Programs and local source control programs. Subject to applicable approval requirements of each agency, the District Engineer and the City Environmental Utilities Director may enter into agreements covering the reimbursement to the City or Regional San for the CITY's or Regional San's fair and reasonable share of their respective staff time and resources dedicated to the administration of their respective source control programs as related to this agreement.

### **F. OTHER COSTS**

Subject to each agency's approval requirements, Regional San, SASD, or the CITY may enter into future agreements to reimburse costs for other services provided. Expenses chargeable for services provided will be fixed in nature and will provide full reimbursement for all costs, whatever the nature incurred in providing such services. The agency providing the services will be entitled to recover actual loaded rate costs.

## **SECTION 6: SSO COORDINATION**

### **A. INCIDENT OWNERSHIP**

When an SSO is reported, the agency receiving the notification will follow their own SSO Emergency Response Plan included in their Sewer System Management Plan (SSMP). The Responder will investigate the SSO and take all appropriate steps to respond in accordance with that agency's SSO Standard Operating Procedures (SOP). If it is determined that the other agency is the responsible party, a transfer of the incident will be made by calling the other agency's point of contact (Section 3-G). The responsible agency will assume responsibility as soon as they are contacted. Date and time of changes in Incident Responder will be communicated verbally and documented by both initial and relieving Incident Responder.

As the initial responder, both CITY and SASD agree to take all measures possible to contain and minimize a spill. As appropriate, the initial incident responder will remain onsite until responsibility can be determined and transfer of incident ownership can occur. To the extent that staff in one agency can help the other agency without jeopardizing the functioning of their own systems, these efforts will continue until, in the judgment of the Responsible Agency, the Responsible Agency has mobilized to the site with all necessary equipment and personnel to continue SSO abatement.

Once notified the Responsible Agency agrees to mobilize all necessary equipment and personnel in a timely manner.

Costs incurred by the initial Incident Responder when providing this service for the Responsible Agency will be reimbursed as outlined in Section 5.

### **B. SSO RESPONSIBILITY**

The agency that is responsible for operation and maintenance of the sanitary sewer system is also responsible for controlling and correcting SSO's originating in that sanitary sewer system. An agency's assumption of the role of Responder, with respect to an SSO, will not alone make the agency responsible for the SSO. Responsibility will be determined based upon OWNERSHIP of the location of the blockage or failure in the pipe, not the SSO appearance point. Following response activities, Regional San, SASD, and the CITY agree to investigate and share information resulting from the incident investigation until the cause and location of the blockage or failure causing the SSO is determined.

### **C. SSO REPORTING**

The Responsible Agency will report their SSO in accordance with the most current regulations.

## **SECTION 7: MUTUAL AID**

### **A. EMERGENCY MUTUAL AID**

Agencies may provide emergency mutual aid to each other. To the extent that staff in one agency can help the other agency without jeopardizing the functioning of their own systems, both agencies will share staff and resources for the benefit of the Sacramento Area and South Placer County regions. The recipient of the services will reimburse the other party pursuant to Section 5 of this Agreement.

### **B. RESOURCES**

When one agency loans resources to another, the provider will keep records for the labor hours, equipment, and expenses incurred. Costs incurred will be reimbursed as outlined in Section 5.

## **SECTION 8: ADHERENCE TO REGULATIONS**

### **A. APPLICABLE LAWS AND REGULATIONS**

Regional San, SASD, and the CITY agree to operate all sanitary sewer systems in conformance with all pertinent laws and regulations.

### **B. SEWER ORDINANCES**

#### **1. SASD AND REGIONAL SAN ORDINANCES**

SASD and Regional San's ordinances may be amended periodically, including changes that regulate the use of public sewers. The CITY code will ensure that all discharges to the public sewer system are in general compliance or do not result in a significant violation of the applicable SASD and Regional San ordinances and prohibit the discharge of any substance prohibited by the SASD and Regional San ordinances. The CITY code will also enforce the provisions in the SASD and Regional San ordinances that relate to pretreatment of industrial wastes.

#### **2. CITY MUNICIPAL CODE**

The CITY Municipal Code may be amended periodically, including changes that regulate the use of public sewers. The SASD and Regional San Ordinances will ensure that all discharges to the public sewer system are in general compliance or do not result in a significant violation of the applicable Municipal Code and prohibit the discharge of any substance prohibited by the CITY Municipal Code. The SASD

and Regional San Ordinances will also enforce the provisions in the CITY Municipal Code that relate to pretreatment of industrial wastes.

### **C. WASTEWATER DISCHARGE PRETREATMENT PROGRAM**

The Regional San Wastewater Source Control Section will issue wastewater discharge permits under the Regional San Pretreatment Program to the CITY for users of the District sewer system within the City of Roseville. The CITY grants Regional San the authority to administer its pretreatment program to ensure users connected to the SASD and Regional San systems maintain compliance with the Regional San Pretreatment Program.

The CITY Industrial Waste Section will issue wastewater discharge permits under the CITY Pretreatment Program to Regional San for users of the CITY sanitary sewer system users in the Regional San service area. Regional San grants the CITY the authority to administer its pretreatment program to ensure that users connected to the CITY systems maintain compliance with the CITY Pretreatment Program.

## **SECTION 9: NOTICE**

Unless indicated otherwise herein, all notices, invoices, payments, statements, or other writing authorized or required by this Agreement may be delivered personally, or sent in the United States mail, postage prepaid, or sent by electronic mail if the recipient confirms receipt, and addressed to the respective parties as follows:

To CITY:  
Wastewater Utilities Manager  
City of Roseville  
2005 Hilltop Circle  
Roseville, CA 95747

To Regional San and SASD:  
District Engineer  
Sanitation Districts Agency  
10060 Goethe Road  
Sacramento, CA 95827

## **SECTION 10: MUTUAL INDEMNIFICATION**

The CITY shall defend, indemnify and hold harmless Regional San, its Board of Directors, officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the CITY, its City Council,

officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

The CITY shall defend, indemnify and hold harmless SASD, its Board of Directors, officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the CITY, its City Council, officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

SASD shall defend, indemnify, and hold harmless the CITY, its City Council, officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the SASD Board of Directors, officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

Regional San shall defend, indemnify, and hold harmless the CITY, its City Council, officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the Regional San Board of Directors, officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

It is the intention of Regional San, SASD and the CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and to the extent permitted by law each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

## **SECTION 11: INSURANCE**

Each party, at its sole cost and expense shall carry insurance or shall self-insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or equivalent programs or self-insurance for general liability, worker's compensation, property, professional liability, environmental liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other party thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of this Agreement.

## **SECTION 12: AMENDMENTS**

Modifications or amendments affecting this Agreement shall be in writing and executed by all parties.

## **SECTION 13: ENTIRE AGREEMENT**

This instrument constitutes the entire Agreement between Regional San, SASD, and the CITY concerning the subject matter hereof.

## **SECTION 14: AGREEMENT TERM**

This Agreement shall become effective on the date hereof and will continue in full force and effect until terminated or amended upon mutual consent of both Regional San, SASD, and the CITY.

## **SECTION 15: NO AGENCY**

Except as otherwise expressly provided in this Agreement, neither party, nor any of its officers, agents, or employees, volunteers or contractors, shall for any reason be considered agents, nor authorized to act as agents of the other party, with respect to the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year hereinabove first written.

**SACRAMENTO AREA SEWER DISTRICT** and SACRAMENTO REGIONAL SANITATION DISTRICT sanitation districts formed pursuant to and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700

**CITY OF ROSEVILLE**, a municipal corporation

RECOMMENDED FOR APPROVAL:

By:

  
District Engineer

RECOMMENDED FOR APPROVAL:

By:

see attached counterpart  
Environmental Utilities Director

APPROVED AS TO FORM:

By:

**SEE ATTACHED COUNTERPART(S)**

District Counsel

APPROVED AS TO FORM:

By:

see attached counterpart

City Attorney

ATTEST:

By:

**SEE ATTACHED COUNTERPART(S)**

Clerk of the Board of Supervisors of Sacramento County, California, and Ex-Officio Secretary of the Board of Directors

ATTEST:

By:

see attached counterpart

City Clerk

By:

**SEE ATTACHED COUNTERPART(S)**

Chair, Board of Directors

By:

see attached counterpart

City Manager

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By:   
Environmental Utilities Director

APPROVED AS TO FORM:

By:   
District Counsel

APPROVED AS TO FORM:

By:   
City Attorney

ATTEST:

By: SEE ATTACHED COUNTERPART(S)


Clerk of the Board of Supervisors of Sacramento County, California, and Ex-Officio Secretary of the Board of Directors

ATTEST:

By:   
City Clerk

By: SEE ATTACHED COUNTERPART(S)

Chair, Board of Directors

By:   
City Manager

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see attached counterpart  
Environmental Utilities Director

APPROVED AS TO FORM:

By: SEE ATTACHED COUNTERPART(S)

District Counsel

APPROVED AS TO FORM:

By:

see attached counterpart  
City Attorney

ATTEST:

By:



Clerk of the Board of Supervisors of Sacramento County, California, and Ex-Officio Secretary of the Board of Directors

ATTEST:

By:

see attached counterpart  
City Clerk

By:

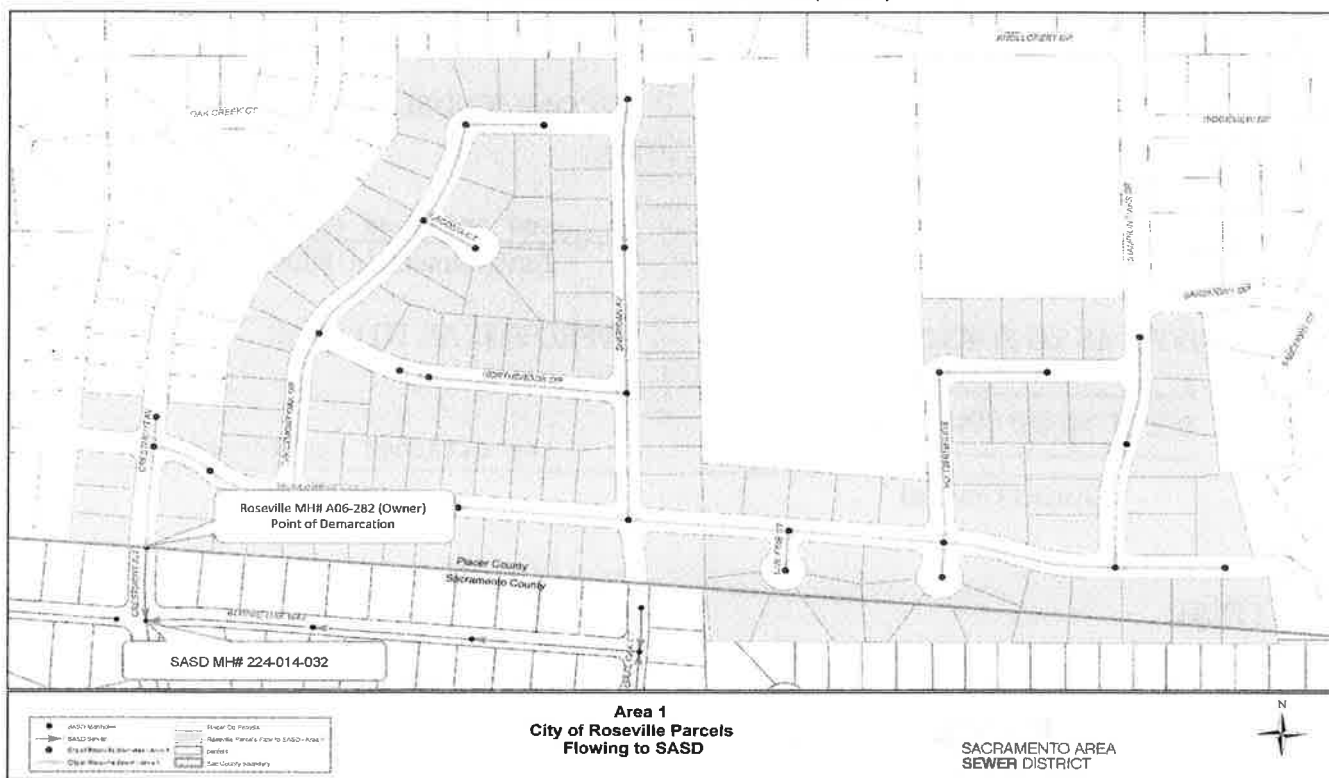


Chair, Board of Directors

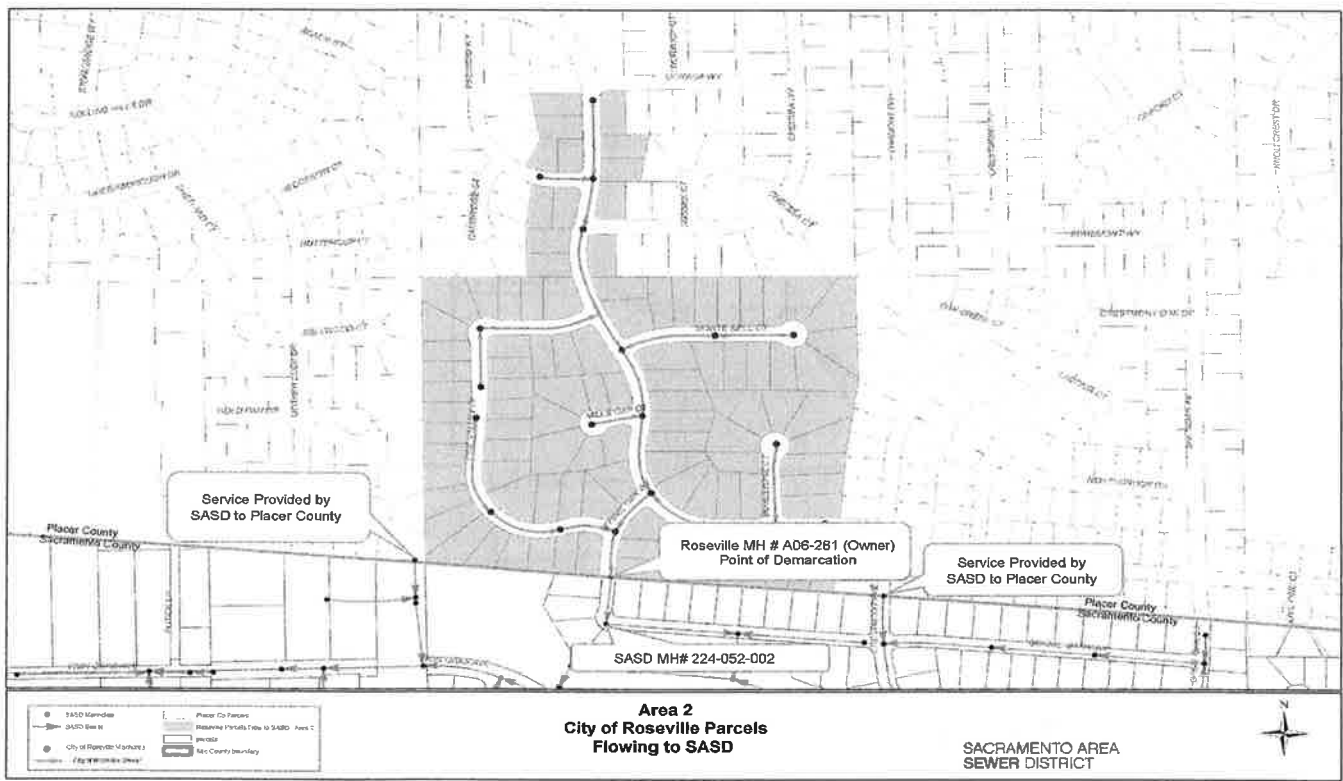
By:

see attached counterpart  
City Manager

**EXHIBIT A – ROSEVILLE TO SASD FLOW (AREA 1)**



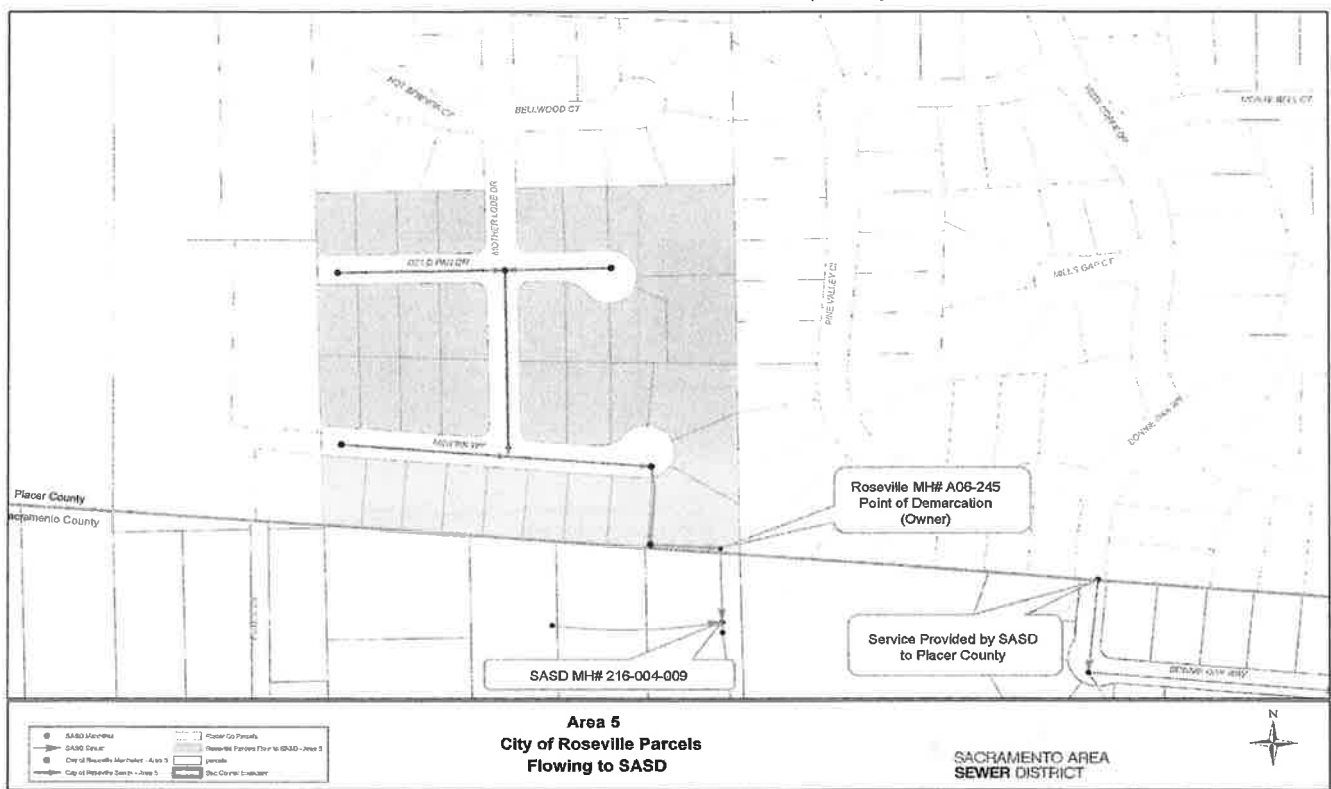
**EXHIBIT B – ROSEVILLE TO SASD FLOW (AREA 2)**



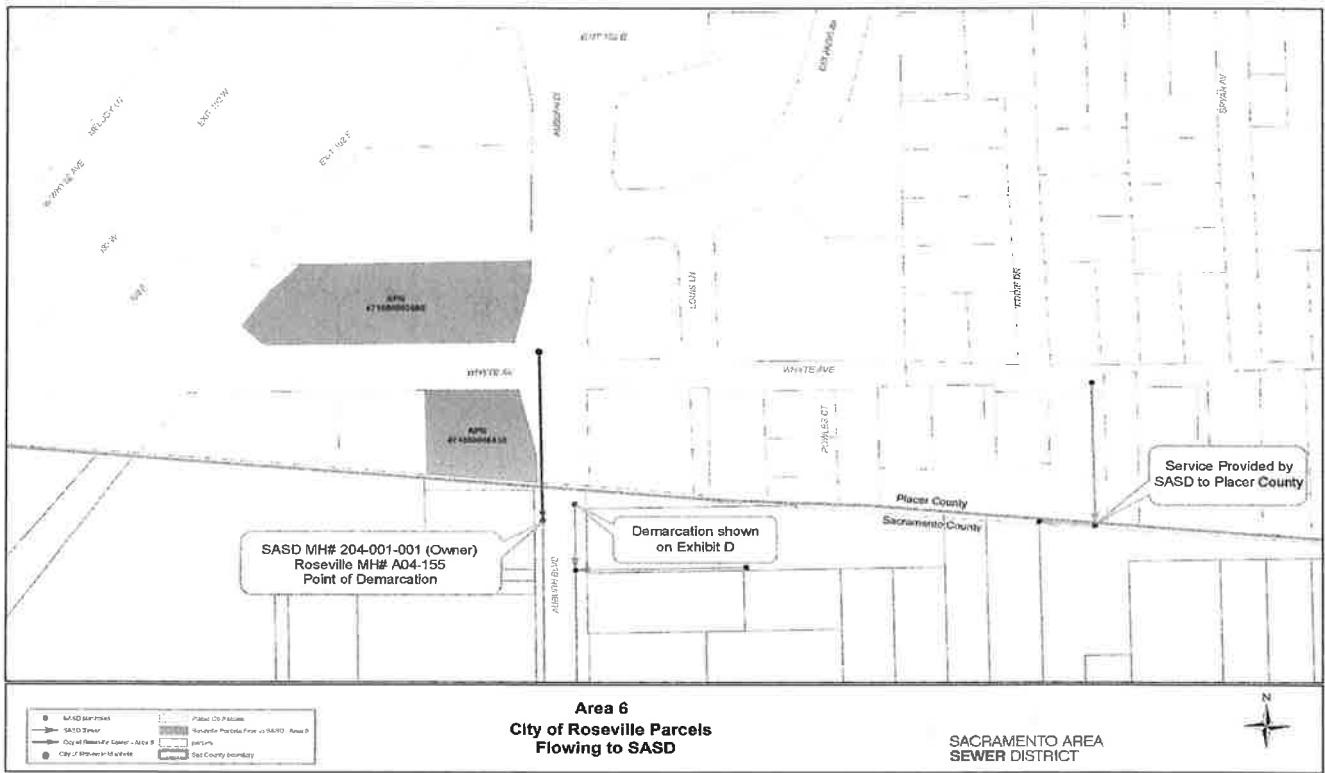




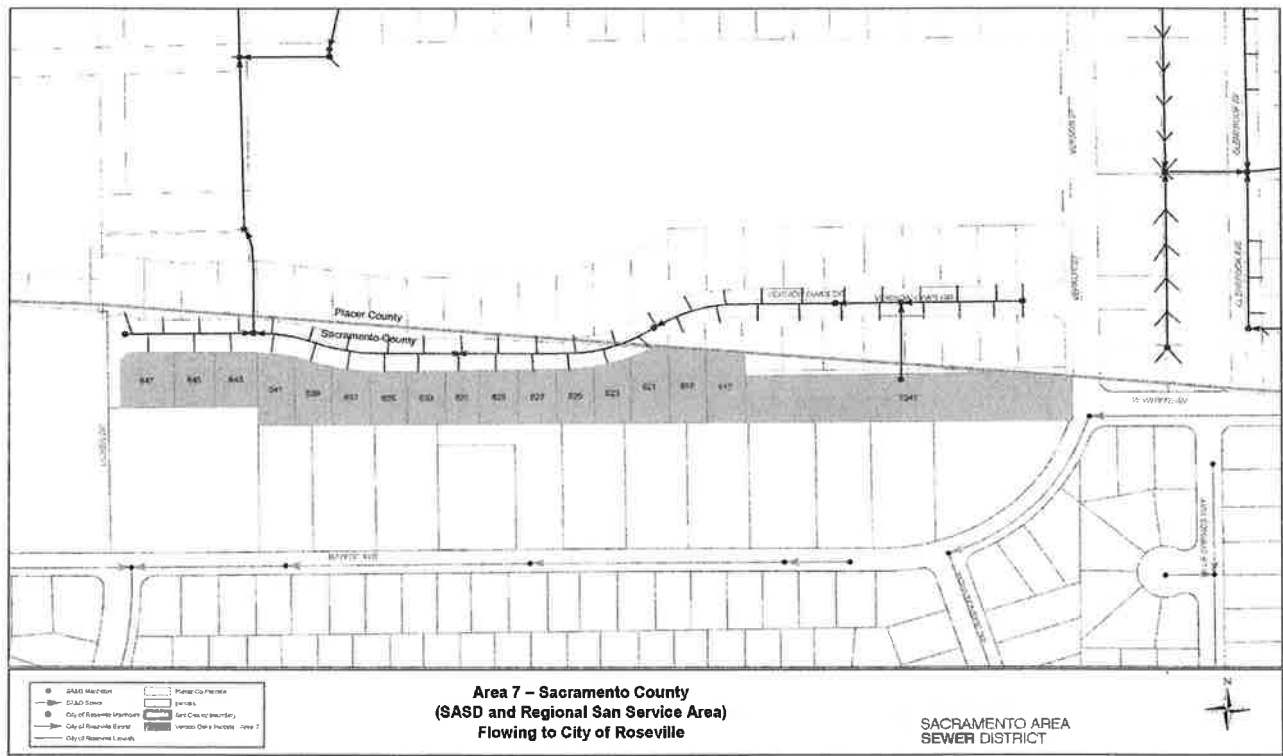
**EXHIBIT E – ROSEVILLE TO SASD FLOW (AREA 5)**



**EXHIBIT F – ROSEVILLE TO SASD FLOW (AREA 6)**



**EXHIBIT G – SASD TO ROSEVILLE FLOW (VERNON OAKS)**



RESOLUTION NO. 16-328

APPROVING AN AGREEMENT BY AND BETWEEN SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Wastewater Services Contract and Operating Agreement, by and between Sacramento Regional County Sanitation District, Sacramento Area Sewer District and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this 3rd day of August, 2016 by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Rohan, Herman, Roccucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Garcia

  
\_\_\_\_\_  
VICE MAYOR

ATTEST:

  
\_\_\_\_\_  
City Clerk

