

Appendix P: Santa Clara County Agreement

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AGREEMENT BETWEEN COUNTY OF SANTA CLARA
AND CITY OF LOS ALTOS RELATING TO
SEWAGE COLLECTION AND TREATMENT

THIS IS AN AGREEMENT between the CITY OF LOS ALTOS, a municipal corporation, hereinafter called "City," and the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called "County."

1. Declaration of Purpose. The public interest and convenience require the acquisition by County of capacity and disposal rights in sewage transmission and treatment facilities of City and the acquisition and installation by County and maintenance and operation by City of sewer mains, manholes, laterals, force mains, pumping stations and appurtenances necessary and convenient for the providing of sewer service within unincorporated territory of the County, and a portion of the City of Los Altos Hills more particularly referred to as the "Los Altos Sanitary Sewers and Capacity Acquisition District," more particularly shown on Exhibit "A" hereto attached and by reference incorporated herein. It is proposed that said capacity rights and sewage collection facilities be acquired and installed by County pursuant to special assessment proceedings under appropriate special assessment and assessment bond acts, and that after such acquisition and installation the providing of sanitary sewerage and sewage disposal service within said territories shall be under the management and control of City.

2. Plans and Specifications. Plans and specifications for said sewage collection facilities will be prepared by the County. Said plans and specifications shall be approved by City prior to calling for bids for the construction of any facilities. At least fifteen (15) working days shall be allowed City for said review. All facilities shall be installed in accordance with the plans and specifications approved by City as hereinabove provided.

3. Construction and Acquisition. County shall construct a sewerage system within the areas designated A1 through A8 and LAH1, as shown on Exhibit "A." County may add territory to or delete territory from, at its sole discretion, the areas shown on Exhibit "A" or add or delete areas. County shall acquire capacity and disposal rights and a right of service and use in the facilities of City including sewerage collection, outfall, treatment and disposal facilities presently constructed or to be constructed for that portion of the assessment district to be formed which lies within the City's master plan for sanitary sewers.

4. Assessment District. The acquisition of rights and the construction of facilities described herein shall be accomplished through an assessment district to be formed by County. In the event the assessment district is not formed, neither County or City shall have any obligations under this agreement. All costs, charges and expenses of County arising under the terms of this agreement shall be paid from funds raised in the assessment proceedings and from no other source.

5. City Inspector. City may maintain at all times at its own expense and at no cost to County, an inspector over the work of installation of the said facilities to be installed by County pursuant hereto to see that plans and specifications have been complied with, and County and its engineers shall co-operate with City's inspectors.

6. Sewage Treatment by City. City shall accept all sewage emanating from that portion of the assessment district to be formed which lies within City's master plan for sanitary sewers, and shall provide capacity for said sewage to flow through its system and treatment facilities including all future additions to said system and facilities, or any other facilities used by City, whether owned or constructed by City, for the purpose of transmission, treatment and disposal thereof. All properties connecting to said system and facilities shall comply with all applicable rules and regulations of the City, except as otherwise herein provided.

7. Acquisition of Rights of Way. Whenever sanitary sewerage facilities and appurtenances to be conveyed hereunder are not installed in dedicated streets or highways, County shall provide or cause to be provided the necessary rights of way and other property necessary to accommodate said work and improvements. All costs and expenses in the acquisition of the rights of way and other property shall be a cost of District.

8. Ownership and Maintenance by City. After the construction of the sewerage system described herein has been completed and the facilities have been accepted by County and City, all sanitary sewerage facilities and appurtenances so installed shall become the property of City and part of its system and thereafter City may make extensions therefrom and install laterals thereto at any point or points thereon. They shall be operated, maintained and managed by City as part of such system under the rules and regulations and subject to the rates and charges of City from time to time established, except as hereinafter provided.

9. Service Charge. The sewer service charges to be charged by City for properties in the unincorporated areas of the assessment district shall not exceed the amounts set forth in the Schedule of Charges contained in Section 5-7.701 of the Los Altos Municipal Code on July 1, 1967; provided that if said Schedule of Charges is amended to increase the charges for connections within the City limits, the charges for properties in the unincorporated area of the assessment district may be increased but in no event shall these charges exceed twice the amount of the sewer service charges of City for connections within the City limits.

10. Connection Charge. After the construction of the sewerage system described herein has been completed and the facilities have been accepted by County and City, City shall permit all properties constituting legal building sites within the areas where sanitary sewers have been provided by County pursuant to this agreement to

connect to said facilities upon payment to City of a connection charge. The connection charge to be charged by City for properties within the said areas shall not exceed the amounts set forth in section 5-6.103 of the Los Altos Municipal Code on April 21, 1966; provided that if said charges are increased for connections within the City limits, the charges for properties in the unincorporated areas may be increased but in no event shall these charges exceed twice the connection charge of City for connections within the City limits.

11. Extensions and Connections. All properties within the assessment district to be formed which lie within City's master plan for sanitary sewers shall have the right of service in City's sewer system upon construction of necessary sewage collection facilities. All facilities shall be installed in accordance with plans and specifications approved by City. Any connections or extensions of sewage collection facilities to unincorporated territory outside the boundaries of the assessment district to be formed shall be subject to such terms and conditions as are contained in future agreement between County and City; provided that should any unincorporated territory outside the boundary of said assessment district be annexed to City the connection to said facilities shall be under the sole control of City.

12. Capacity Acquisition Charge. The capacity acquisition charge of City to be assessed against all the properties within the boundaries of the assessment district to be formed is \$827,000.00 as shown in Exhibit "B" hereto. Said capacity acquisition charge includes all fees, charges, costs, or expenses for the acquisition of the rights of service for transmission, treatment and disposal of sewage emanating from that portion of the assessment district to be formed which lies within City's master plan for sanitary sewers whether said transmission, treatment, or disposal facilities

are owned or constructed by City. This capacity acquisition charge shall be the total charge, except the connection and service charge set forth herein, imposed by City for transmission, treatment or disposal facilities presently in existence or to be constructed prior to June 30, 1984 to serve City.

13. Adjustment of Charges of City. If said proposed assessment district or any portion thereof is formed with boundaries varying from those shown on Exhibit "A," the total capacity acquisition charges specified in paragraph 12 herein shall be adjusted to reflect such increase or decrease in area. Said adjustment shall be based on a factor representing the ratio that the master plan population in the revised district bears to the master plan population within said district as shown on Exhibit "A." Said master plan population shall be based on the population density shown in the City's master plan for sanitary sewers prepared by Brown and Caldwell dated October 1965.

If the boundaries of the district are varied in such a manner that the adjustment of the capacity acquisition charge specified in paragraph 12 reduces said charge for the unincorporated territory of district by five (5%) percent or more, City shall have no obligations under this agreement.

14. Time of Payment. Payment of fifty (50%) percent of the capacity acquisition charge specified in paragraph 12 shall be made within 30 days of billing by City following formation of the assessment district and receipt of funds by County from the sale of bonds of the assessment district. The remainder of the capacity acquisition charge shall be paid upon acceptance by City of fifty (50%) percent of the sewerage system constructed by County as described herein.

15. District Boundaries. District boundaries shall be as shown on Exhibit "A" or as hereafter amended pursuant to the provisions of this agreement. County will not assess or provide connections for any properties that are within the City limits of Los Altos, prior to formation of the assessment district. Inclusion of properties within

the City limits of Los Altos Hills shall be contingent upon the granting of extraterritorial jurisdiction by said City. In the event extraterritorial jurisdiction is not granted by Los Altos Hills, the area shall be deleted from the district in accordance with the terms of this agreement.

16. Existing Connections. City shall grant credit for properties presently connected to the City's sewer system. Credits shall be such that the total sewer charges to said properties by the City and the County will not exceed the charges that would have applied if they did not have existing connections.

17. Service by Gravity System. In the event any properties within district boundaries are not assessed because they cannot be served by a gravity system at a reasonable cost as determined by the County, the charges by City shall be reduced in the same manner as provided in paragraph 13.

18. Required Connections. County agrees to assess connection charges or to require the connection of all buildings within those portions of the areas designated A1 through A8 and LAH1 which are under County jurisdiction and are inhabited or used by human beings within 180 days after the construction of the sewerage system described herein has been completed and the facilities accepted by County and City, if the buildings to be served are within 100 feet of the system, in accordance with section 5009 of the Health and Safety Code. County shall pay all connection charges collected to City within 30 days of receipt.

19. Specifications for Connections. Sewer connections and facilities of individual properties from the property line to the sewage collection facilities shall be constructed and installed in accordance with standard specifications of City. City agrees that it will not charge any fees other than those specified in paragraphs 9 and 10 hereof. County agrees to issue no plumbing permits until such time as all connection charges for the building site have been paid. County further agrees that City may at its own expense and

at no cost to County inspect same and that it will co-operate with City in making said inspections.

20. Prosecution of Work. Upon execution of this contract, the County shall proceed with the necessary work for formation of an assessment district.

21. Federal Aid. In the event City receives federal aid for transmission, treatment or disposal facilities or planning thereof, the property owners within the boundaries of the assessment district shall be given pro rata credit for such aid in the form of reduced assessments, reduced service charges, reduced connection charges, direct payment or any combination thereof as determined by City. Full payment or credit to the appropriate person or firm shall be made within thirty-six (36) months from the date City receives said aid.

22. Term. This agreement shall continue indefinitely, provided, however, that it shall automatically terminate upon annexation to the City of all unincorporated areas herein affected.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of August 19, 1968

/s/ R. A. Mehrkens
Chairman of the Board of Supervisors of the
County of Santa Clara, State of California.

ATTEST:

/s/ Jean Pullan
Clerk of the Board of Supervisors
County of Santa Clara, State of
California.

City of Los Altos

By Audrey H. Fisher
Title Mayor of the City of Los Altos

RTO:lg
8/5/68

SANTA CLARA COUNTY - LOS ALTOS SANITARY SEWER AGREEMENT, AUGUST 1968

CAPACITY ACQUISITION CHARGE

	ESTIMATED 1967 VALUE	PARTICIPATION CITY & LAH COUNTY		DISTRIBUTION CITY & LAH COUNTY	
Existing Los Altos Sewer Plant	\$ 542,940	80%	20%	\$434,350	\$108,590
Force Main & Outfall	84,660	80%	20%	67,730	16,930
San Antonio Interceptor Sewer	372,030	80%	20%	297,620	74,410
El Camino Interceptor Sewer	79,280	75%	25%	59,460	19,820
El Camino Trunk Sewer	104,970	72%	28%	75,580	29,390
Additional Primary Plant Capacity & Secondary Treatment	1,047,850	80%	20%	838,280	209,570
Oversizing Springer Trunk Sewer					<u>355,000</u>
					813,710
Reduction of 13.19% for units omitted from District					<u>107,300</u>
					706,410
Reimbursement of portion of Expressway sewer deposit					<u>24,300</u>
County share, based on 3074 units (Share per unit = 730,700 ÷ 3074 = \$237.70)					730,700
Reduced County share based on 2979 units					708,100
Los Altos Hills - 500 units					<u>118,800</u>
					\$826,900
In paragraph 12 of Agreement, rounded to					\$827,000

NOTES:

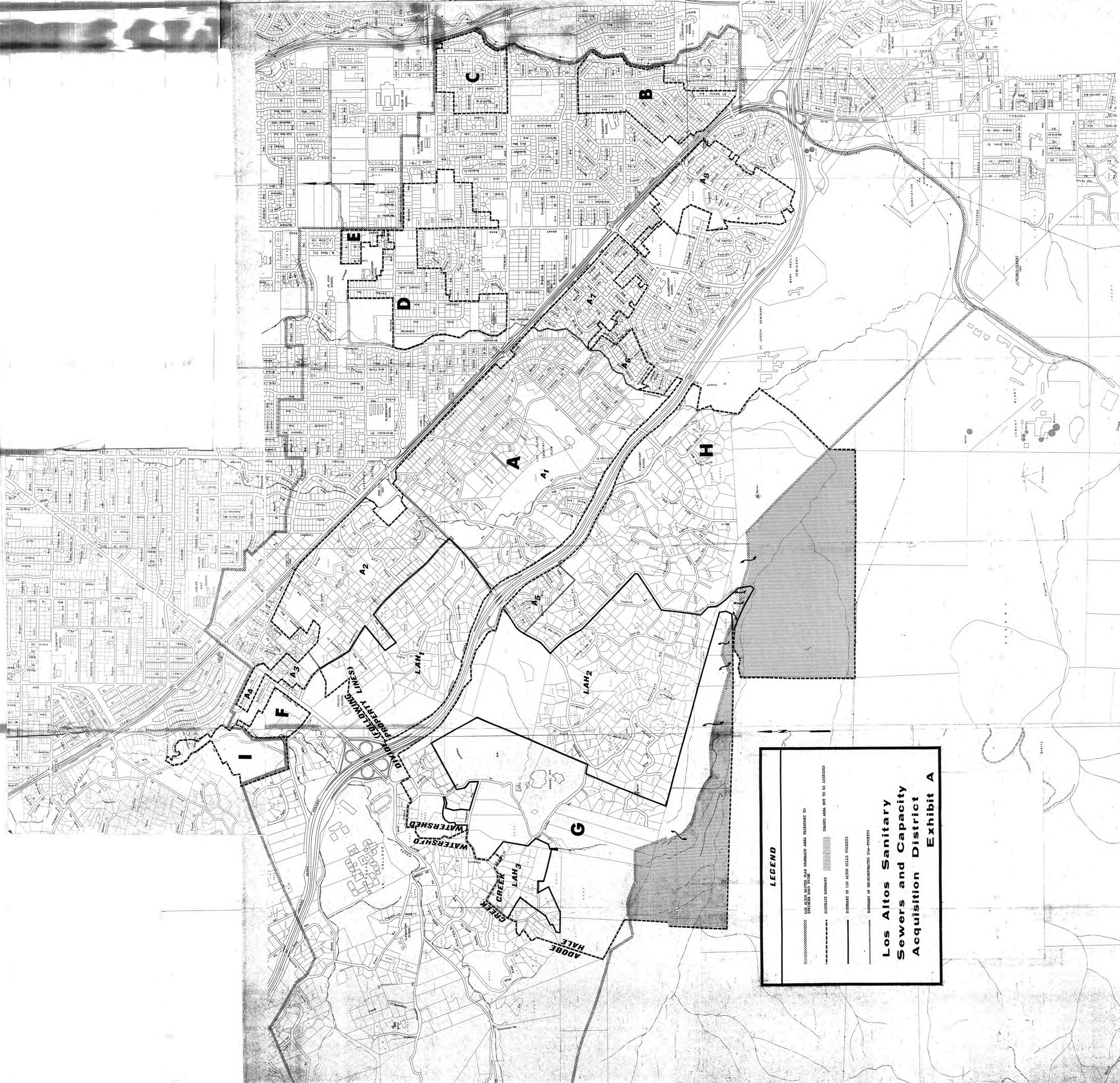
- ≡ Based on estimated future populations
- ~~≡~~ Less 95 units annexed to Los Altos

COUNTY AREAS RETAINED IN DISTRICT

A-1	}	1227
A-2		
A-3		
A-4		
A-5		71
A-6		53
A-7		174
A-8		140
E		285
C		189
D		299
E		36
F		52
G		131
H		290
I		<u>32</u>
TOTAL		2979 Units

AREAS IN LOS ALTOS HILLS

LAH - 1	158 ✓
LAH - 2	314
LAH - 3	<u>28</u>
TOTAL	500 Units



LEGEND

LOS ALTOS WATER SAN SEWERAGE AREA TRIBUTARY TO SEWER AND TRUNK
 DISTRICT BOUNDARY
 BOUNDARY OF LOS ALTOS HILLS POCKETS
 BOUNDARY OF UNINCORPORATED SUB-POCKETS

Los Altos Sanitary Sewers and Capacity Acquisition District Exhibit A

SHADDED AREA NOT TO BE ASSESSED