

Meeting Date: 6/25/2013

Report Type: Consent

Report ID: 2013-00467

Title: Agreement: Sacramento Regional County Sanitation District for Wastewater Operations

Location: Citywide

Issue: The Wastewater Operating Agreement between the City of Sacramento and the Sacramento Regional County Sanitation District (SRCSD) establishes ownership, operations, and maintenance responsibilities for facilities that convey the City's combined sewer flows to the SRCSD sewage treatment plant.

Recommendation: Pass a Motion 1) authorizing the City Manager or the City Manager's designee to sign the Wastewater Operating Agreement between the Sacramento Regional County Sanitation District (SRCSD) and the City, and 2) authorizing the City Manager or the City Manager's designee to approve termination of the Agreement Regarding the Operation and Maintenance of the Combined Wastewater Control System and Natomas Area Pump Stations and Ownership Transfer of Certain Facilities, between SRCSD, Sacramento County, and the City, dated November 25, 1980 (City Agreement No. 80160).

Contact: Bill Busath, Engineering Services Manager, (916) 808-1434; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

1-Description/Analysis

2-Background

3-Exhibit A (Operating Agreement)

City Attorney Review

Approved as to Form

Joe Robinson

6/17/2013 12:42:19 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

6/7/2013 12:54:16 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 6/14/2013 10:08:59 AM

Description/Analysis

Issue Detail: The existing wastewater Operating Agreement for the Combined Sewer System (CSS) was executed in 1980 (City Agreement No. 80160). City and Sacramento Regional County Sanitation District (SRCSD) staff have developed a new revised agreement that better reflects current operation and maintenance practices and responsibilities and updates the agreement to cover all existing CSS facilities, some of which were not in existence when the 1980 agreement was signed.

Policy Considerations: On November 25, 1980, SRCSD, the City of Sacramento, and the County of Sacramento entered into an operating agreement (City Agreement No. 80160) to establish ownership of, and operations and maintenance responsibilities for facilities that convey the City of Sacramento's combined wastewater to the Sacramento Regional Wastewater Treatment Plant (SRWTP). The requested action approves a new Operating Agreement with the SRCSD to better reflect current operation and maintenance practices and responsibilities, and to cover all existing facilities.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division has reviewed the proposed operating agreement and has determined that approval of the document is exempt from the California Environmental Quality Act (CEQA), because the agreement is not a project, but is an administrative activity of governments that will not result in direct or indirect physical changes in the environment (CEQA Guidelines Section 15378(b)(5)).

Sustainability: The operating agreement is consistent with the City's Sustainability Master Plan and sustainability targets as it provides for efficient and reliable operation of the City's combined wastewater system.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The City conveys wastewater to the Sacramento Regional Wastewater Treatment Plant (SRWTP) for treatment under a Master Interagency Agreement (MIA) adopted in 1974. In 1980, an operating agreement was executed between the City and the SRCSD to further refine ownership, operations, and maintenance responsibilities for CSS facilities that convey combined wastewater to the SRWTP. Operation and maintenance responsibilities have been modified over the years and a new operating agreement is needed to document these changes. The SRCSD Board approved the new agreement on March 13, 2013. In conjunction with approval of the new operating agreement between the City and SRCSD, it also is necessary to terminate the existing operating agreement between the City, SRCSD, and the County of Sacramento. The County Board of Supervisors approved termination of the existing agreement on April 23, 2013.

Financial Considerations: There are no anticipated financial impacts associated with implementing the new operating agreement except that the percentage of the Sump 2A monthly energy cost, paid by the SRCSD, will increase slightly from 90% to 92%. The change will result in a small decrease (less than a \$1,000 per month) in energy costs paid by the City for operation of Sump 2A.

Emerging Small Business Development (ESBD): Not applicable.

BACKGROUND

On October 21, 1974, the Sacramento Regional County Sanitation District (SRCSD) Board executed a Master Interagency Agreement (MIA) with agencies receiving wastewater service from SRCSD, including the City of Sacramento.

On November 25, 1980, SRCSD, the City of Sacramento, and the County of Sacramento entered into an operating agreement to establish ownership of, and operations and maintenance responsibilities for facilities that convey the City of Sacramento's combined wastewater to the Sacramento Regional Wastewater Treatment Plant (SRWTP).

Operating agreements address planning, financial, and operational roles and responsibilities between SRCSD and its contributing agencies. While operating agreements provide clarifications unique to each agency, the operating agreements do not override conditions of the MIA.

The new Operating Agreement includes provisions to better reflect current operation and maintenance practices and responsibilities, and to cover all existing facilities. The notable changes in the updated Operating Agreement are:

1. The agreement includes an updated and more complete description of the various facilities, including the Sump 2A facility that did not exist when the 1980 agreement was approved. Facilities are grouped into three categories: (a) Facilities owned, operated, and maintained by the City; (b) Facilities owned by SRCSD but operated and maintained by the City; and (c) Facilities owned, operated, and maintained by SRCSD. The new agreement reflects two related property transfers being conducted to conform to the current allocation of responsibilities between the City and SRCSD (the transfer of Sump 119 to SRCSD and the transfer of Sump 2 to the City).
2. The agreement includes more detailed cost allocation and reimbursement provisions based on the general principle that SRCSD is responsible for all costs associated with facilities that normally handle dry weather flow. Specific provisions govern the allocation of Sump 2A dry weather facility costs.
3. Energy costs for operation of Sump 2A have been adjusted based on

recent years of flow monitoring data. The City is responsible for energy charges related to the pumping of storm water, while the SRCSD is responsible for the energy charges related to the pumping of base wastewater flows. Under the new operating agreement, SRCSD will pay 92% of the metered charge, an increase from 90% pursuant to the 1980 agreement.

4. Some of the City's flow limitations at individual entry points into the City Interceptor have been replaced with a cumulative flow limitation, increasing operational flexibility for the City.
5. Ownership, operations, and maintenance responsibilities, and permit responsibilities for odor control facilities, are tabulated in attachments to clarify the City's and SRCSD's respective responsibilities.
6. Operation and Maintenance responsibilities for the N-12 or "fall" structure at the City's wet-weather treatment plant are transferred from the SRCSD to the City.
7. The agreement assigns responsibility for costs, fines, or legal action resulting from sanitary sewer overflows (SSOs) depending on which party caused the SSO.
8. The agreement provides for cooperation and coordination between SRCSD and the City with respect to planning, improvements, SSO response, and SRCSD's pretreatment program.

In addition to the City and SRCSD, the County of Sacramento was signatory to the 1980 Operating Agreement to provide maintenance for certain facilities. These County-maintained facilities have been replaced or abandoned, so the County does not need to be party to the new operating agreement. When the new Operating Agreement is executed, the 1980 Agreement (City Agreement No. 80160) will be terminated by the City, SRCSD, and Sacramento County.



Wastewater Operating
Agreement Between the
Sacramento Regional
County Sanitation District
and the
City of Sacramento



Table of Contents

INTRODUCTION 5

RECITALS..... 5

SECTION 1. DEFINITIONS 7

SECTION 2. TERMINATION OF 1980 AGREEMENT; NO EFFECT ON MIA..... 10

 A. 1980 AGREEMENT 10

 B. MASTER INTERAGENCY AGREEMENT..... 10

SECTION 3. FACILITIES 10

 A. OWNERSHIP AND OPERATION 10

 B. CWCS FACILITIES OWNED, OPERATED, AND MAINTAINED BY THE CITY 11

 C. CWCS FACILITIES OWNED BY SRCSD BUT OPERATED AND MAINTAINED BY CITY..... 12

 D. CWCS FACILITIES OWNED, OPERATED AND MAINTAINED BY SRCSD..... 13

 E. EASEMENTS AND RIGHTS OF WAY 13

SECTION 4. OPERATION AND MAINTENANCE..... 13

 A. CWCS FACILITIES 13

 B. MODE 2 OPERATIONS 14

 C. OTHER FACILITIES 14

 D. MODIFICATIONS 15

 E. OPERATION AND MAINTENANCE ACTIVITIES 15

 F. ODOR AND CORROSION..... 15

 1. RESPONSIBILITY 15

 2. AGENCY COORDINATION 16

 G. DATA ACQUISITION 16

 H. CWCS ALLOWABLE FLOW ALLOCATIONS..... 17

 I. REDUCTION OF FLOW AT SUMP 2/2A 18

- J. FLOW METERING 18
- K. NON-PERMITTED DISCHARGE..... 18
- L. UNACCEPABLE WASTEWATER CHARACTERISTICS 19
- M. ACCESS TO FACILITIES 19
- N. NOTIFICATION..... 19
- SECTION 5. CAPACITY AVAILABILITY 20
 - A. CAPACITY PLANNING..... 20
 - B. INTERCEPTOR CONNECTIONS..... 21
- SECTION 6. PLANNING COORDINATION 21
 - A. PLANNING UPDATES..... 21
 - B. FACILITY SIZING, TIMING, AND LOCATION 21
 - C. LAND USE AND BUILDOUT CAPACITY 21
 - D. FACILITY IMPROVEMENTS 22
- SECTION 7. FINANCIAL CONSIDERATIONS 22
 - A. OPERATION AND MAINTENANCE COSTS FOR FACILITIES OTHER THAN SUMP 2A 22
 - B. ALLOCATION OF COSTS FOR THE SUMP 2A DRY WEATHER FACILITIES..... 22
 - 1. PERSONNEL COSTS 23
 - 2. ENERGY CONSUMPTION COSTS 23
 - 3. DEMAND (FACILITY) CHARGE..... 23
 - 4. OTHER SERVICES AND SUPPLIES 23
 - 5. OVERHEAD AND ADMINISTRATIVE COSTS..... 24
 - C. OTHER COSTS 24
 - 1. FACILITY IMPROVEMENT COSTS..... 24
 - 2. WASTEWATER SOURCE CONTROL PROGRAMS 25
 - D. COST ESTIMATES..... 25
 - E. ACCOUNTING AND BILLING 25
- SECTION 8. SSO COORDINATION 26
 - A. INCIDENT RESPONSE 26
 - B. SSO RESPONSIBILITY..... 26

C. SSO REPORTING 26

SECTION 9. MUTUAL AID 26

A. EMERGENCY MUTUAL AID 26

B. RESOURCES 27

SECTION 10. OTHER SERVICES TO BE PROVIDED BY MUTUAL
CONSENT 27

SECTION 11. ADHERENCE TO REGULATIONS 27

A. REGULATORY AGENCIES 27

B. SEWER ORDINANCES 27

C. SRCSD WASTEWATER DISCHARGE PRETREATMENT
PROGRAM 28

SECTION 12. NOTICE 28

SECTION 13. RESPONSIBILITY FOR CONTROL AND OPERATION OF
REGIONAL SYSTEM 29

SECTION 14. MUTUAL INDEMNIFICATION 29

SECTION 15. INSURANCE 30

SECTION 16. AMENDMENTS 30

SECTION 17. ENTIRE AGREEMENT 30

SECTION 18. AGREEMENT TERM 30

SECTION 19. NO AGENCY 30

EXHIBIT A: EXISTING SRCSD INTERCEPTORS AS OF FEBRUARY 2012 32

EXHIBIT B: CWCS SCHEMATIC 33

EXHIBIT C – N-12 COMMUNICATION 34

EXHIBIT D– DIVIDING LINE BETWEEN SRCSD AND CITY FACILITIES 33

EXHIBIT E – EXISTING CONDITIONS OF MODE 2 FACILITIES..... 36

EXHIBIT F: CWCS OPERATION AND MAINTENANCE RESPONSIBILITIES..... 37

INTRODUCTION

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the 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 “SRCSD”, and the CITY OF SACRAMENTO, a municipal corporation, herein after referred to as the “CITY.”

RECITALS

WHEREAS, SRCSD, CITY, the County of Sacramento and other parties have previously entered into an agreement governing regional wastewater management, dated November 1, 1974, and subsequently amended, and which is referred to within this Agreement as the Master Interagency Agreement or MIA; and

WHEREAS, in accordance with Section 28 of the Master Interagency Agreement, SRCSD has designed, financed and constructed facilities known as the Combined Wastewater Control System (also referred to herein as the “CWCS”) for pumping, storage, treatment and diversion of City combined wastewater flows; and

WHEREAS, Section 29 of the Master Interagency Agreement provides for the CITY operation of the Combined Wastewater Control System; and

WHEREAS, SRCSD, CITY and the County of Sacramento entered into an agreement regarding the operation and maintenance of the Combined Wastewater Control System, titled “An Agreement Regarding the Operation and Maintenance of the Combined Wastewater Control System and Natomas Area Pump Stations and Ownership Transfer of Certain Facilities”, dated November 25, 1980 (referred to in this Agreement as the “1980 Agreement”); and

WHEREAS, it is most efficient for the CITY to operate and maintain certain wastewater facilities that are owned by SRCSD; and

WHEREAS from July 1990 to March 1996 the CITY operated its CWCS facilities under a Cease and Desist Order from the State Water Quality Control Board that required the CITY to control flooding within the CITY’s Combined Sewer System

service area and control the discharge of combined wastewater flows to the Sacramento River; and

WHEREAS, the Cease and Desist Order was lifted in March 1996 based on an approved plan of action by the CITY to improve the CITY's Combined Sewer System, including upgrading and expanding the capacity of the CWCS facilities at the Sump 2 site; and

WHEREAS, based on the 1980 Agreement, SRCSD was responsible for 25% of capital improvement costs for the CWCS; and

WHEREAS, SRCSD and the CITY determined that a new pump station was necessary and the CITY constructed a pump station known as Sump 2A at the Sump 2 site; and

WHEREAS, Sump 2A includes both "dry weather facilities" designed to handle base wastewater on a year-round basis, and "wet weather facilities" designed to handle a portion of the combined sanitary sewage / stormwater flows collected by the CITY's Combined Sewer System during wet weather conditions; and

WHEREAS Sump 2A replaced Sump 2 as the facility used to convey sanitary sewer flow to the Sacramento Regional Wastewater Treatment Plant, and Sump 2 was rehabilitated to handle only the excess wet weather flows collected by the CITY's Combined Sewer System; and

WHEREAS, SRCSD and CITY desire to update and replace the 1980 Agreement, to specify and clarify operation and maintenance responsibility and expectations for shared wastewater facilities, and to provide for certain flow and cost allocations, and related reimbursements; and

WHEREAS, the intent of this revised Agreement is to meet updated regulatory requirements, continue to implement the MIA, and provide a basis for SRCSD and the CITY to continue working together to provide the most cost effective service to their rate payers.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and acting pursuant to Section 4760 of the Health and Safety Code and the Joint

Exercise of Powers Act (Government Code §§ 6500 *et seq.*), SRCSD and CITY agree as follows:

SECTION 1. DEFINITIONS

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

1980 Agreement: The agreement between SRCSD, CITY and the County of Sacramento entitled *An Agreement Regarding the Operation and Maintenance of the Combined Wastewater Control System and Natomas Area Pump Stations and Ownership Transfer of Certain Facilities*, dated November 25, 1980.

Base Wastewater: All wastewater generated on a year-round basis from residential, commercial, industrial, and other sources.

CITY: The City of Sacramento.

CITY Director of Utilities: The Director of Utilities for the City of Sacramento.

City Interceptor: An SRCSD interceptor pipeline that provides service to the City of Sacramento extending from Sump 2/2A to the SRWTP, as shown in Exhibit B.

Collection System Operations Notice (CSON) Program: A program implemented by the SRCSD 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 slugs, and various routine operational, maintenance, and construction activities that may have “significant impacts” on downstream sewer systems and the SRWTP. These “significant impacts” are further described within the CSON program.

Combined Sewer System (CSS): The system that collects, conveys and treats dry weather and combined wastewater flows originating in a portion of the CITY and that is subject to Waste Discharge Requirements issued by the California Regional Water Quality Control Board, Central Valley Region (Order No. R5-2010-0004, NPDES No. CA0079111).

Combined Wastewater Control System (CWCS): All facilities developed to control dry weather and combined wastewater flows generated during wet weather

conditions from the area served by the CITY's Combined Sewer System. The CWCS facilities are identified in a schematic attached as Exhibit B, include, but are not limited to the following:

- City Interceptor
- Sump 1/1A
- Sump 2
- Sump 2A
- Pioneer Reservoir
- Pioneer Interceptor
- The 84" Sump 2 Interceptor
- Combined Wastewater Treatment Plant
- Sumps 55 and 119, and 21
- CWTP Outfall
- City Interceptor Interconnection

Combined Wastewater Treatment Plant (CWTP): The primary treatment plant and related facilities located at 1391 35th Ave, Sacramento CA 95822.

Combined Wastewater: Commingled flow from wastewater and stormwater collection systems.

Demand Charge (Facility Charge): The additional charge based on the maximum amount of electricity used at any one time.

District: The Sacramento Regional County Sanitation District (SRCSD).

District Engineer: The District Engineer of the SRCSD, or successor position.

Effective Date: The date that this Agreement is approved by the governing bodies of SRCSD and CITY and executed by both parties.

Incident Responder: An individual within either agency who is in control of an SSO at any given time.

Interceptor Sewer: Any existing sewer (including pumping facilities and appurtenant in-line facilities) described in the Master Interagency Agreement and shown in Exhibit A, and any future sanitary sewers that meet either of the following criteria:

- a. The sewer is designed to carry a peak wet weather flow of 10 MGD or greater;
or

- b. The sewer's upstream and downstream ends are adjacent and connected to an interceptor sewer described in the Master Interagency Agreement and shown in Exhibit A.

Master Interagency Agreement (MIA): The “Sacramento Regional Wastewater Management Program Master Interagency Agreement” made and entered into as of November 1, 1974, and subsequently amended, by and among the CITY, SRCSD, Sacramento County, the City of Folsom, and the County Sanitation District No. 1 (now known as the Sacramento Area Sewer District).

MGD: Million Gallons per Day flow rate.

NPDES: National Pollution Discharge Elimination System.

O&M: Operations and Maintenance

Outfall: Any sewer discharge where the primary purpose is to convey wastewater from a treatment plant or its effluent pumping station, a final flow control structure, Sumps 1 and 2, or Pioneer Reservoir for disposal or reuse. The term also includes any structure or facility located at the point of discharge or diffusion of the wastewater.

Peak Wet Weather Flow (PWWF): The highest measured hourly flows that are recorded during a storm event. PWWF does not include stormwater flows from a combined system.

Remote Terminal Unit (RTU): A device located at a remote site to collect and transmit data back to a central station.

Sacramento Regional Wastewater Treatment Plant (SRWTP): SRCSD's regional treatment facility, located at 8521 Laguna Station Road, Elk Grove, CA 95758.

Sanitary Sewer: All facilities for collecting, pumping, conveying, controlling, treating, storing and disposing of wastewater.

SRCSD Consolidated Ordinance: An ordinance that relates to the operation and regulatory powers of SRCSD, originally adopted on February 10, 2010, and as subsequently amended.

SSO: Sanitary Sewer Overflow.

Trunk Sewer: Any sanitary sewer (including pumping facilities) designed to carry a PWWF of at least 1 (one) but less than 10 (ten) MGD peak wet weather flow and receiving wastewater from more than one connection.

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 as may be present in the sewer system.

WDR: Waste Discharge Requirements promulgated by the California Regional Water Quality Control Board, Central Valley Region (RWQCB) or the State Water Resources Control Board (SWRCB)

SECTION 2. TERMINATION OF 1980 AGREEMENT; NO EFFECT ON MIA

A. 1980 AGREEMENT

Concurrent with the approval and execution of this Agreement, CITY, SRCSD, and the County of Sacramento have approved and executed an agreement to terminate the 1980 Agreement, with such termination effective as of the Effective Date of this Agreement. As of the Effective Date of this Agreement, operation and maintenance of the CWCS by CITY and SRCSD shall be governed by the provisions of this Agreement.

B. MASTER INTERAGENCY AGREEMENT

This Agreement shall not affect the Master Interagency Agreement (MIA), and in the event of any conflict between the terms of this Agreement and the MIA, the terms of the MIA shall govern.

SECTION 3. FACILITIES

A. OWNERSHIP AND OPERATION

This section defines the parties' respective ownership, operation, and maintenance responsibilities for the CWCS facilities. Section 2 of the 1980 Agreement defined two categories of CWCS facilities:

1. Facilities owned by SRCSD for which SRCSD transferred ownership to the CITY, which consisted of those CWCS facilities “which normally handle only combined flow.” The 1980 Agreement listed the facilities for which ownership was transferred to CITY as follows:
 - the Combined Wastewater Treatment Plant together with all outfalls,
 - Pioneer Reservoir together with outfall and water intake facilities,
 - Sump 1 and outfall,
 - the Sump 2 outfalls, and
 - the Pioneer Interceptor and the 84 inch Sump 2 Interceptor
2. Facilities for which SRCSD retained ownership, which consisted of those CWCS facilities “which normally handle dry weather sewage flow.” The 1980 Agreement provided for the lease to the CITY of all such facilities to be operated and maintained by the CITY. The 1980 Agreement listed the facilities that were owned by SRCSD but leased to the CITY for operation and maintenance by the CITY as follows:
 - Sumps 2, 55, and 119,
 - The 72 inch force main between Sump 2 and the valve structure,
 - The 42 inch force main between Sumps 55 and 119 and the valve structure, and
 - Personal property acquired by the District for these facilities.

Under the 1980 Agreement, the CITY agreed to assume all operation and maintenance responsibilities for these CWCS facilities, subject to the terms and conditions of the 1980 Agreement.

Subsections B, C, and D of this Section 3 provide an updated description of the CWCS facilities (1) owned, operated, and maintained by the CITY, (2) owned by SRCSD but operated and maintained by the CITY, and (3) owned, operated and maintained by SRCSD, in accordance with the provisions of this Agreement.

B. CWCS FACILITIES OWNED, OPERATED, AND MAINTAINED BY THE CITY

The CWCS facilities that are owned, operated, and maintained by the CITY are described on Exhibit F, and include:

- The Combined Wastewater Treatment Plant together with all outfalls,
- Pioneer Reservoir, together with outfall and water intake facilities,
- Sump 1/1A and outfalls,
- Sump 1/1A pipeline connection to Pioneer Reservoir,
- Sump 2 and outfalls,
- Sump 2A (the dry weather facilities are jointly owned by SRCSD and the CITY),
- The Pioneer Interceptor and the 84-inch Sump 2 Interceptor, and
- Sump 21 and the associated force main.

Any facilities identified as CITY-owned on Exhibit F that were previously identified in the 1980 Agreement as being owned by SRCSD but leased to the CITY, including but not limited to Sump 2, are now owned, operated, and maintained by the CITY, and the parties agree that this Subsection B: (1) supersedes and terminates any and all facility leases created under the 1980 Agreement; and (2) transfers complete ownership of such facilities from SRCSD to CITY, in consideration of the CITY's acceptance of ownership and ongoing operation and maintenance of such facilities, without the need for further action by either party, provided that both parties agree to perform any additional actions and execute any additional documents, if any, that may be needed to effectuate such transfer of ownership.

C. CWCS FACILITIES OWNED BY SRCSD BUT OPERATED AND MAINTAINED BY CITY

The CWCS facilities owned by SRCSD but operated and maintained by the CITY in accordance with the provisions of this Agreement are described on Exhibit F, and include the following facilities and their associated appurtenances:

- Sump 2A dry weather facilities (jointly owned by the CITY and SRCSD),
- Sump 55,
- The force main connection between Sump 55 and the 72" CITY force main,
- The 18" force main between Sump 55 and the 42" force main,
- Sump 119,
- The 36" force main between Sump 119 and the 42" force main,

- The 72-inch Sump 2 force main between Sump 2A and the valve structure at N-12,
- The ball valve at N-12,
- The 42-inch force main between Sump 119 and the Bypass Structure (N-11), and
- The 72" inverted siphon between N-12 and Manhole N250034A.

D. CWCS FACILITIES OWNED, OPERATED AND MAINTAINED BY SRCSD

SRCSD owns, operates and maintains the City Interceptor downstream of manhole N250034A, as shown in Exhibit B. SRCSD also owns, operates, and maintains the Natomas Interceptor, Central Interceptor, Dry Creek Interceptor, and all other interceptors as defined by the MIA.

E. EASEMENTS AND RIGHTS OF WAY

SRCSD and the CITY agree that each agency shall be 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 shall govern its joint usage in the absence of a specific agreement. If the easement is not situated in a public street or highway, use of the easement will be subject to all terms and conditions applicable to use of the easement, and the party using the easement shall ensure compliance with all such terms and conditions

The CITY agrees to provide the District reasonable access to SRCSD facilities within the Combined Wastewater Treatment Plant site.

SECTION 4. OPERATION AND MAINTENANCE

A. CWCS FACILITIES

The CITY operates and maintains all of the facilities described on Exhibit F, with the exception of the City Interceptor downstream of manhole N250034A, and agrees to continue the operation and maintenance of these facilities, subject to the terms and conditions of this Agreement. The CITY's operation and

maintenance procedures should adhere to the most current Combined Wastewater Control System Plan of Operations required under the NPDES permit for the Combined Sewer System

The CITY shall have primary responsibility for selection of the operational mode for CWCS facilities, but shall not vary from the flow allocations defined in Section 4.H of this Agreement without conferring with an on-duty SRCSD Plant Control Center (PCC) Operator.

The dividing line for the division of responsibility between CITY and SRCSD for operation and maintenance of the CWCS facilities shall be manhole number N25-0034A located downstream of the City Interceptor Valve Structure (N-12). The CITY shall maintain and operate the valve structure at N-12 and all upstream facilities, while SRCSD shall maintain and operate the City Interceptor downstream from this manhole to the SRWTP. This is shown schematically in Exhibit B of this Agreement.

All facilities owned by SRCSD but operated and maintained by the CITY shall be operated and maintained in a safe and efficient manner so as to meet all applicable discharge requirements, environmental requirements, and operating permits. Copies of applicable discharge requirements shall be made available to the CITY upon request.

The SRCSD shall operate and maintain all facilities operated and maintained by SRCSD in a safe and efficient manner so as to meet all applicable discharge requirements, environmental requirements, and operating permits.

B. MODE 2 OPERATIONS

Mode 2 operations were defined in the 1980 Operating Agreement but are no longer used. Originally, this operational protocol would re-route flows from the Natomas Interceptor system in emergency situations. Portions of the Mode 2 facilities are no longer operable. The operable portions of the Mode 2 facilities are shown in Exhibit E. The SRCSD and CITY shall agree in writing on applicable terms and conditions prior to any future use of the Mode 2 facilities.

C. OTHER FACILITIES

The dividing line between the CITY and SRCSD facilities that are not part of the CWCS shall be the interceptor sewer manhole at the junction of trunk sewers and interceptors, as shown on Exhibit D. For pipelines connected to lift stations or junction structures, the demarcation shall be the point at which the pipeline enters the wall of the structure or lift station.

D. MODIFICATIONS

Any physical modifications or operational changes to CWCS facilities that could affect compliance with current waste discharge requirements or other applicable standards, increase the rate of inflow to SRCSD facilities over the maximum flow rates specified in Section 4.H, or materially affect the operation of any other CITY or SRCSD CWCS facility must be coordinated between both agencies.

E. OPERATION AND MAINTENANCE ACTIVITIES

It is understood that there is a potential for maintenance activities conducted by SRCSD or the CITY to cause temporary problems in the other agency's collection system. SRCSD and the CITY shall notify each other prior to initiating maintenance activities that have the potential to cause issues within each other's systems and will work together to determine and implement mitigation measures if problems occur. SRCSD and the CITY shall continue to work together to ensure that actions by one agency do not negatively impact the other agency.

F. ODOR AND CORROSION

1. RESPONSIBILITY

The CITY shall be responsible for odor and corrosion control in CWCS facilities owned by the CITY. SRCSD shall be responsible for odor and corrosion control in CWCS facilities owned by SRCSD, including SRCSD owned facilities that the CITY operates and maintains. The CITY shall grant access to SRCSD owned facilities that the CITY operates and maintains as reasonably necessary for SRCSD to perform such odor and corrosion control at mutually agreeable locations. The above references to SRCSD owned facilities shall include any facilities jointly owned by SRCSD and the CITY.

Further detail regarding ownership and operational responsibility for odor control facilities in the CWCS is provided in Exhibit F of this Agreement.

2. AGENCY COORDINATION

The CITY and SRCSD shall each prepare and maintain a document outlining Standard Operating Procedures (SOP's) for their own agency when dealing with odor issues and responses.

When either agency receives an odor complaint, it will:

- a. Investigate to identify possible sources of the odor complaint within a prescribed response time as outlined in their SOP.
- b. If, during the course of investigating an odor complaint, it is determined that the agency receiving the complaint is the responsible agency, it shall mitigate the odor issue within their agency's prescribed response time as outlined in their SOP.
- c. If, during the course of investigating an odor complaint, it is suspected that the other agency may be responsible for the odor complaint, the agency receiving the complaint shall immediately contact the other agency.
- d. Until the responsible agency is agreed upon by both parties, both agencies shall remain engaged in finding a solution and work collaboratively to resolve any odor issues.
- e. If the odor complaint investigation requires further coordination between multiple agencies, a joint effort between the involved parties shall be established to develop and coordinate a short and long term mitigation strategy.

G. DATA ACQUISITION

SRCSD and the CITY reserve the right to request from each other real-time flow data and information for planning, monitoring, and/or operational purposes. This data and information (excluding any privileged data or information) shall be made available upon request of either agency.

H. CWCS ALLOWABLE FLOW ALLOCATIONS

SRCS D agrees to operate SRCSD facilities as necessary to accept flows via the CITY Interceptor from CITY service areas up to the maximum instantaneous flow rates indicated in the table below:

Service Area	Flow Rate, mgd
Combined Flows from Sump 2 and Sump 2A	60
Combined flows from Sumps 2, 2A, 21, 55, and 119	98
Total to City Interceptor of combined flows from Sumps 2, 2A, 21, 55, 119, and five trunk connections (as identified in Exhibit B).	108.5

Total flow to the City Interceptor from the five trunk connections identified in Exhibit B may exceed 10.5 mgd so long as the City does not exceed the 108.5 total flow limitation. The City and SRCSD will monitor flow conditions and will coordinate operations of their respective facilities, to the extent feasible for each party, to prevent or reduce the risk of SSOs in their respective facilities.

The CITY will notify the SRCSD PCC Operator 4 hours in advance of any discretionary changes in flow rate greater than 10 MGD to permit the SRWTP operational response. This does not apply to operations during storm events, or to changes made to respond to an emergency when advance notice is not feasible.

The CITY may not discharge more than 60 MGD of flow from Sump 2 and 2A unless the SRCSD PCC Operator authorizes flows in excess of this limit for specific time periods, provided that flows upstream of manhole MH-0032A do not exceed 98 MGD.

In the event that flows from any of the above facilities exceed the allocations specified above without express permission from an SRCSD PCC Operator, and such exceedence is the primary cause of a SSO or other WDR violation at any

facility owned, operated and maintained by SRCSD or the CITY, the CITY agrees to assume responsibility for all clean up or additional operational costs, any fines, and other legal action arising from the SSO or WDR violation.

I. REDUCTION OF FLOW AT SUMP 2/2A

When SRCSD operational circumstances prevent acceptance of up to 60 MGD of CITY flows from Sumps 2 and 2A, the CITY agrees that an SRCSD PCC Operator will have the authority to reduce the flow allocations for Sumps 2 and 2A as needed to respond to the operational circumstances. SRCSD shall have no authority to reduce the flow allocations specified in Subsection H above for other facilities.

In the event that a SRCSD PCC Operator limits Sump 2 and Sump 2A flows to below 60 MGD, and such limitation is the primary cause of a SSO or other WDR violation at any facility upstream of Sump 2/2A, including Pioneer Reservoir and the CWTP, that is operated and maintained by CITY, the SRCSD agrees to assume the responsibility for all clean up or additional operational costs, any fines, and any other legal action arising from the SSO or WDR violation, and shall reimburse CITY for clean up or additional operational costs arising from the SSO or WDR violation.

J. FLOW METERING

Verification of flow meter accuracy shall be performed as reasonably necessary to ensure the integrity of the flow data collected. Both the CITY and SRCSD agree to provide each other with verification data for their respective flow meters upon request. Each agency reserves the right to request third party verification of flow meters at the requestor's expense.

K. NON-PERMITTED DISCHARGE

The CITY shall be responsible for controlling nondomestic waste discharges into its system from businesses not permitted by an SRCSD wastewater discharge permit, in accordance with the provisions of the City's sewer use ordinance, and such ordinance shall require all discharges to conform to

requirements of the most current SRCSD Consolidated Ordinance. The CITY and SRCSD shall also notify each other as soon as either agency becomes aware of any non-permitted discharge related problems.

L. UNACCEPABLE WASTEWATER CHARACTERISTICS

If SRCSD reasonably determines that wastewater that originates within the City sewer system exhibits substances or characteristics prohibited by the most current SRCSD Consolidated Ordinance, the CITY shall be responsible for enforcement, unless the CITY and SRCSD enter into a separate agreement for enforcement by SRCSD. If the cause is determined to be the result of a discharge from a user authorized by a SRCSD wastewater discharge permit, SRCSD shall be responsible for enforcement.

M. ACCESS TO FACILITIES

Access by each party to the other party's facilities shall be requested through a request that will state who, where, when, and for what purpose access is needed, and access shall be granted on such reasonable terms as may be specified by SRCSD or CITY, as applicable.

N. NOTIFICATION

When either agency is notifying the other, the initiating party will make a reasonable effort to notify the appropriate personnel for the situation.

The CITY shall notify SRCSD when there is a need for an improvement or maintenance project at a SRCSD-owned facility.

A CITY representative shall promptly inform an SRCSD representative of any discharge violations by CITY facilities or major equipment malfunctions at CITY facilities that may affect SRCSD or the SRWTP.

The CITY shall follow requirements of the SRCSD Collection System Operations Notice (CSON) Program for activities conducted in the CITY sanitary sewer system that could impact SRCSD.

SRCSO will notify the City, by phone or email, at least 24 hours prior to conducting activities in the SRCSD collection facilities that could impact City collection facilities.

The CITY shall promptly notify SRCSD upon CITY's discovery of any discharge into the CSS that is either known or suspected of having unacceptable wastewater characteristics that could adversely impact the SRCSD collection system or treatment plant.

As a condition of authorizing any temporary discharge of non-domestic wastewater to the CSS by any third party, CITY shall require the discharger to obtain approval from the SRCSD Wastewater Source Control Section, if required.

SRCSO shall promptly notify the CITY of any activities at the SRWTP or within the SRCSD interceptor system that could adversely impact the CSS or the CITY sanitary sewer system.

Notifications of any SSO's shall be in accordance with the latest approved WDR and Section 8 of this Agreement.

O. CONTACT LIST

SRCSO and CITY staff shall create and periodically update a master contact list with the current contacts for each agency for the various subject areas of this Agreement, as applicable, and each agency shall notify the other in writing when changes occur.

SECTION 5. CAPACITY AVAILABILITY

A. CAPACITY PLANNING

SRCSO shall engage in interceptor planning to provide capacity for base wastewater based on the CITY's most current planning documents. As part of the planning process, SRCSD, in coordination with the CITY, shall establish mutually agreed-upon capacity allocation limits. Updates to capacity allocation will be negotiated on a case by case basis, and interim capacity agreements between the CITY and SRCSD may be executed when necessary. Capacity allocations shall be based on agreed upon predicted flows and published in interceptor planning documents.

B. INTERCEPTOR CONNECTIONS

New CITY connections to SRCSD interceptor systems shall be coordinated between both agencies and conform to the most current SRCSD design practices.

1. **Trunk Connections:** It is to the mutual benefit of both the CITY and SRCSD to minimize trunk sewer connections to SRCSD facilities. City trunk connections to SRCSD facilities shall be designed and located in consultation with both parties.
2. **Non Trunk Connections:** It is to the mutual benefit of both the CITY and SRCSD to minimize non-trunk sewer connections to SRCSD facilities. New non-trunk sewer connections to SRCSD facilities shall be evaluated on a case by case basis. For any existing non-trunk sewer connections, both the CITY and SRCSD agree to evaluate solutions to eliminate or minimize problems from these connections.

SECTION 6. PLANNING COORDINATION

A. PLANNING UPDATES

SRCSD will perform comprehensive interceptor planning updates when necessary and will coordinate with the CITY during this planning process. The CITY shall coordinate with SRCSD when performing the CITY's sewer planning updates.

B. FACILITY SIZING, TIMING, AND LOCATION

Changes made by either the CITY or SRCSD to sewer facility sizing, timing, and location (including connection points) from what is shown on the latest SRCSD approved interceptor planning document shall be made in consultation with each other.

C. LAND USE AND BUILDOUT CAPACITY

SRCSD is not a land-use authority. Projects identified within SRCSD planning documents to accommodate CITY demand are a direct result of the CITY's land use planning and growth projections. CITY shall notify SRCSD

prior to creating or making changes to CITY planning documents that significantly affect the build-out capacity.

D. FACILITY IMPROVEMENTS

SRCSO shall have final determination of scope, budget, and services provider for improvements on facilities that are owned by SRCSD.

SECTION 7. FINANCIAL CONSIDERATIONS

Cost allocation for operations and maintenance is based on the general principle that SRCSD shall be responsible for costs associated with all facilities that normally handle dry weather flow.

A. OPERATION AND MAINTENANCE COSTS FOR FACILITIES OTHER THAN SUMP 2A

SRCSO shall reimburse the CITY for all costs related to operation and maintenance of all facilities and equipment identified within Section 3.C, with the exception of the Sump 2A dry weather facilities for which costs shall be allocated as provided in subsection B of this Section 7.

Allowable cost categories for operation and maintenance include: labor; personnel; energy and other utility services; equipment; and other services and supplies; and an equitable proportion of appropriate overhead and administrative (direct and indirect) costs.

SRCSO shall reimburse CITY for costs incurred prior to the effective date of this Agreement for CITY services performed or provided in connection with the transfer from SRCSD to CITY of operation and maintenance responsibility for the valve structure and appurtenances at N-12.

B. ALLOCATION OF COSTS FOR THE SUMP 2A DRY WEATHER FACILITIES

The allocation of costs for operation and maintenance of the Sump 2A dry weather facilities shall be as follows:

1. PERSONNEL COSTS

SRCSD shall reimburse the CITY for 100% of the CITY's actual costs (basic salary plus fringe benefits) of all CITY personnel for operation and maintenance of the Sump 2A dry weather facilities. The CITY shall keep records of all labor costs and submit them to SRCSD monthly.

2. ENERGY CONSUMPTION COSTS

The loading or consumption portion of the electricity charges for the Sump 2A dry weather facilities, including any meter or account charges shall be allocated 8% to the CITY and 92% to SRCSD. SRCSD and the CITY may adjust these percentages based upon actual usage as necessary.

3. DEMAND (FACILITY) CHARGE

SRCSD will reimburse the CITY for the maximum demand portion of the electricity charges (referred to herein as the facility charge) for the Sump 2A dry weather facilities. More specifically, SRCSD will reimburse the CITY for that portion of the Sump 2A facility charge that corresponds to the facility charge for the electricity demand of the equipment utilized when the Sump 2A dry weather facilities pump 60 MGD. This equipment currently includes the following: dry weather pumps, odor control fans, HVAC, Mechanical Trash Rack, and Dry Weather Roof Fans, for a total electricity demand of 555kW. CITY will be responsible for all facility charges in excess of the SRCSD reimbursement amount.

4. OTHER SERVICES AND SUPPLIES

- a. SRCSD shall reimburse CITY for the CITY's actual costs (direct and indirect) for all other services and supplies chargeable to the operation and maintenance of the Sump 2A dry weather facilities and equipment.
- b. The costs of other services and supplies related to maintenance or operation of facilities that serve both the Sump 2A dry weather and Sump 2A wet weather facilities (referred to as "shared facilities") shall be allocated 75% to the CITY and 25% to SRCSD. Shared facilities are the following:

- The generator building and facilities
- Sump 2A building facilities
- General site improvements
- Standby power
- Site electrical
- City utility charges (drainage, water, etc.)

5. OVERHEAD AND ADMINISTRATIVE COSTS

SRCSO shall reimburse the CITY's overhead and administrative costs as a percent of the personnel costs as defined in Section 7.B.1, and in accordance with the current CITY indirect cost plan. Allowable overhead and administrative costs shall not include costs incurred by the City to bill and collect SRCSD service charges in accordance with the MIA. Overhead and administrative costs shall be reasonably related to cost of service.

The cost allocations provided in this section may be reviewed by SRCSD and CITY staff as necessary. The District Engineer and City Director of Utilities may enter into future agreements to make the necessary adjustments.

C. OTHER COSTS

Subject to applicable approval requirements of each agency, SRCSD and the CITY may enter into future agreements covering allocations of other cost categories, including the following:

1. FACILITY IMPROVEMENT COSTS

- a. Cost allocation for all replacements and betterments for facilities shall be based on an agreed-upon percentage of dry weather versus wet weather flow, pursuant to a separate written agreement approved by SRCSD and CITY prior to the commencement of any project.
- b. If the CITY wishes to provide Engineering, Inspection, or Construction services for a proposed replacement or betterment, the CITY shall present a project scope and budget to SRCSD for

approval. SRCSD shall have final determination of the project scope, budget, and services provider. If SRCSD approves the provision of services by CITY, SRCSD's payment of CITY's costs will be governed by a separate written agreement approved by SRCSD and CITY prior to the performance of any services.

2. WASTEWATER SOURCE CONTROL PROGRAMS

Currently SRCSD administers the mandated Federal Pretreatment Program and local source control programs on behalf of the CITY. Subject to applicable approval requirements of each agency, SRCSD and the CITY may enter into future agreements covering the reimbursement to SRCSD for the City's fair and reasonable share of SRCSD staff time and resources dedicated to the administration of the mandated Federal Pretreatment Program and local source control programs which otherwise would necessitate the use of City resources.

D. COST ESTIMATES

The CITY shall submit to SRCSD an estimate for operation and maintenance costs of SRCSD owned facilities that are operated and maintained by CITY not later than each January 20 for the following fiscal year. The above reference to SRCSD owned facilities shall include any facilities jointly owned by SRCSD and the CITY. This estimate should list all reimbursable operations and maintenance costs by objects of expenditure with accompanying detail identifying sub-expenditures and justification for increases and decreases and shall clearly show the estimated SRCSD cost. SRCSD shall confer with the CITY regarding any necessary changes in the estimate by May 20. The CITY shall submit a final estimate to SRCSD not later than June 15 prior to commencement of the fiscal year to which the budget pertains. Any significant midyear changes (budget changes in excess of 10%) shall be submitted to SRCSD. Notwithstanding the foregoing, the parties agree that cost reimbursement hereunder shall not be limited if actual costs exceed cost estimates.

E. ACCOUNTING AND BILLING

The CITY and SRCSD agree to maintain pertinent documentation and necessary summaries as described in Section 7.A of this Agreement to justify

amounts billed, and to make all applicable records available to auditors upon request. The CITY shall offset the amount due from SRSCD against revenue collected for SRSCD in accordance with the MIA. City charges will be identified with specific assets or facilities.

SECTION 8. SSO COORDINATION

A. INCIDENT RESPONSE

When an SSO is reported, the agency receiving the notification will assign an Incident Responder. The Incident Responder will investigate the SSO and take all appropriate steps to respond. If it is known that the other agency is the responsible party, a transfer of incident ownership shall be formally made in accordance with the responding agency's SSO Standard Operating Procedures. The responsible agency shall assign staff to assume the Incident Responder role as soon as practical. Date and time of changes in Incident Responder shall be communicated verbally and documented chronologically as soon as possible.

B. SSO RESPONSIBILITY

Notwithstanding the provisions of subsection A, an agency's assumption of the role of initial Incident Responder with respect to an SSO shall not make that agency responsible for the SSO.

It is understood that there is a potential for one agency to cause an SSO within the other agency's system. The CITY and SRSCD will work together to determine the cause of SSO's and each agency shall assume their proportional share of responsibility after completion of the SSO investigation. This Subsection B shall be interpreted and applied in a manner that is consistent with the provisions of Sections 4.H, and 4.I of this Agreement.

C. SSO REPORTING

The party responsible for an SSO shall report their SSO in accordance with the most current applicable state and/or federal regulations.

SECTION 9. MUTUAL AID

A. EMERGENCY MUTUAL AID

The City and SRCSD may provide emergency mutual aid to each other. To the extent that staff in one agency can help the other without jeopardizing the functioning of their own systems, both agencies may agree to work cooperatively by sharing staff and resources for the benefit of the Sacramento region.

B. RESOURCES

When resources (such as staff and equipment) are loaned by one agency to another, the provider shall keep records for the labor hours, equipment and expenses incurred and shall be entitled to recover reimbursement for actual (direct and indirect) costs. The recipient of the services shall reimburse the other party consistent with the cost allocation principles specified in Section 7 of this Agreement, subject to applicable approval requirements of each agency.

SECTION 10. OTHER SERVICES TO BE PROVIDED BY MUTUAL CONSENT

Additional services that are cost effective and beneficial to both parties may be mutually agreed upon by the SRCSD and the CITY. The recipient of the services will reimburse the other party as agreed upon by mutual consent.

SECTION 11. ADHERENCE TO REGULATIONS

A. REGULATORY AGENCIES

The CITY and SRCSD agree to operate all facilities in conformance with all pertinent laws and regulations.

B. SEWER ORDINANCES

The SRCSD Consolidated Ordinance regulates the use of public sewers, and may be amended as required. SRCSD will provide the CITY with timely notice of proposed amendments and the opportunity to review and comment on such amendments that impact SRCSD or the CITY. The CITY ordinance will require all discharges to the public sewer system to comply with the SRCSD Consolidated Ordinance, and prohibit the discharge of any substance prohibited by the SRCSD Consolidated Ordinance. The CITY ordinance will also require

compliance with the provisions in the SRCSD Consolidated Ordinance that relate to pretreatment of industrial wastes.

C. SRCSD WASTEWATER DISCHARGE PRETREATMENT PROGRAM

Wastewater discharge permits for discharges to the CITY's sanitary sewer system granted by SRCSD under the National Pretreatment Program (federal categorical and significant users) or other related programs (such as groundwater remediation discharges) shall be issued in consultation with the CITY. The CITY consents to SRCSD's administration and enforcement of the SRCSD pretreatment program within the CITY pursuant to SRCSD ordinances. The CITY shall provide SRCSD reasonable access to its sanitary sewer facilities for the purposes of administering the SRCSD Pretreatment Programs.

SECTION 12. 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:
Director, Department of Utilities
City of Sacramento
1395 35th Avenue
Sacramento, CA 95822

To SRCSD:
Director of Operations
SRCSD
8521 Laguna Station Road,
Elk Grove, CA 95758

All notices, invoices, payments or other writings will be deemed served on the day that they are personally served, the day of receipt for United States mail (postage prepaid), or if served electronically, on the day that the recipient acknowledges receipt. A party may change the above designations by providing notice thereof to the other party.

SECTION 13. RESPONSIBILITY FOR CONTROL AND OPERATION OF REGIONAL SYSTEM

The CITY and SRCSD each shall have exclusive control over their own employees, and the terms and conditions of their employment. SRCSD shall have control and responsibility for the overall operation of the SRCSD sewerage treatment system, including the broad process operating criteria, and shall have the authority to prescribe reasonable regulations to govern the operation and maintenance of sanitary sewer facilities by CITY, consistent with the provisions of this Agreement.

SECTION 14. MUTUAL INDEMNIFICATION

CITY shall defend, indemnify and hold harmless SRCSD, its Board of Directors, officers, directors, agents, employees, volunteers, assigns and contractors from and against all demands, claims, actions, liabilities, losses, damages, 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 CITY's City Council, officers, directors, agents, employees, assigns, contractors or volunteers in connection with this Agreement.

SRCSD shall defend, indemnify, and hold harmless the CITY, its City Council, officers, directors, agents, employees, volunteers, assigns and contractors from and against all demands, claims, actions, liabilities, losses, damages, 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 SRCSD's Board of Directors, officers, directors, agents, employees, assigns, contractors or volunteers in connection with this Agreement.

It is the intention of SRCSD and the CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and 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.

SECTION 15. INSURANCE

Each party, at its sole cost and expense, shall carry insurance-or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, environmental liability, and business automobile liability adequate to cover its potential liabilities hereunder.

SECTION 16. AMENDMENTS

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

SECTION 17. ENTIRE AGREEMENT

This instrument, including all Exhibits identified herein which are incorporated herein by this reference, constitutes the entire Agreement between SRCSD and CITY concerning the subject matter hereof.

SECTION 18. AGREEMENT TERM

This Agreement shall become effective on the date it is approved and executed by both parties and shall continue in full force and effect until terminated or amended upon mutual written consent of the CITY and SRCSD.

SECTION 19. NO AGENCY

Except as otherwise expressly provided in this Agreement, neither party, nor any of its officers, agents, 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 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

CITY OF SACRAMENTO a municipal corporation,

RECOMMENDED FOR APPROVAL:

By:

District Engineer

APPROVED AS TO FORM:

By:

SRCSD District Counsel

ATTEST:

By:

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

By:

Chair, Board of Directors

RECOMMENDED FOR APPROVAL:

Director of Utilities

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

By:

City Manager

EXHIBIT A: EXISTING SRCSD INTERCEPTORS AS OF FEBRUARY 2012

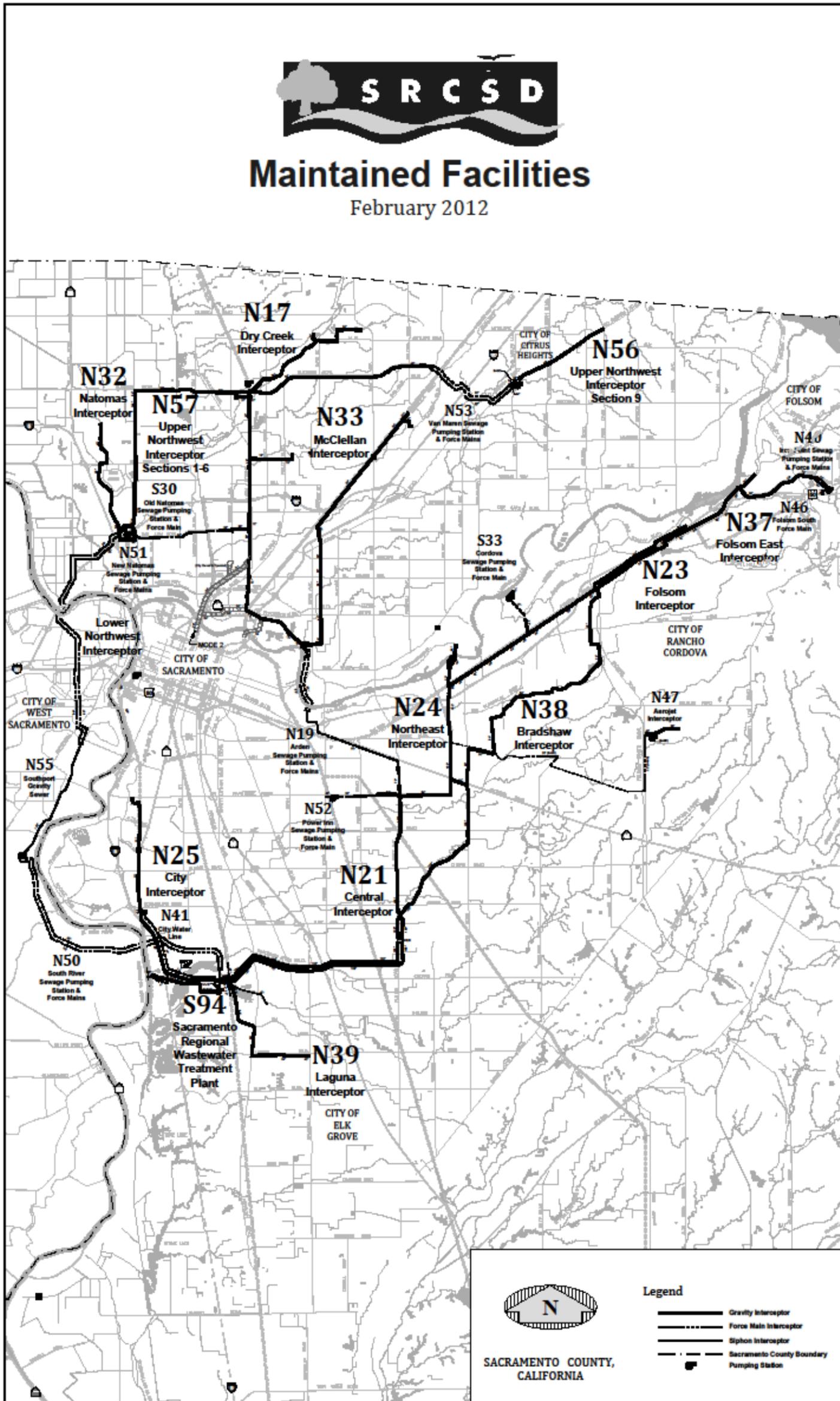


EXHIBIT B: CWCS SCHEMATIC

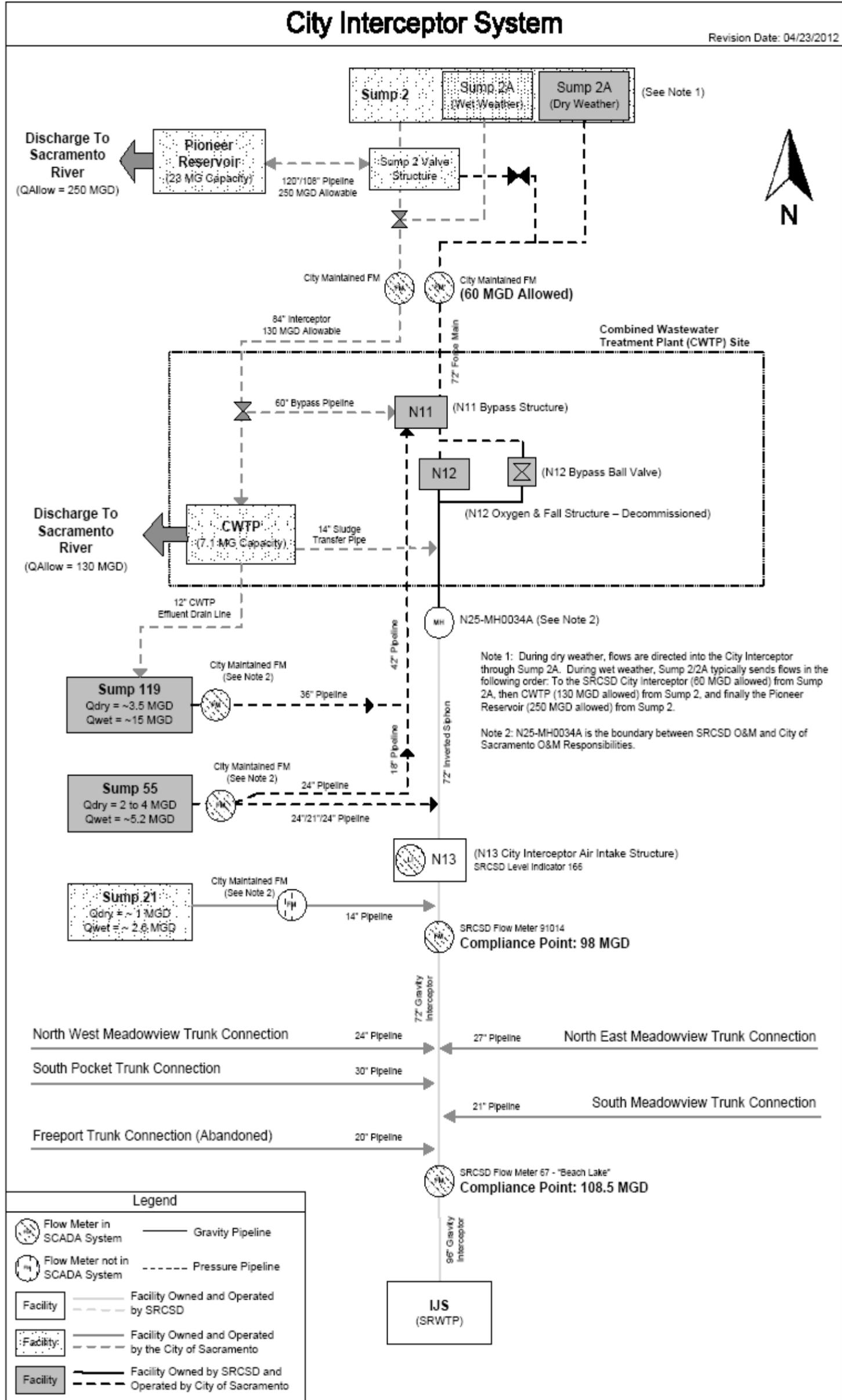


EXHIBIT C – N-12 COMMUNICATION

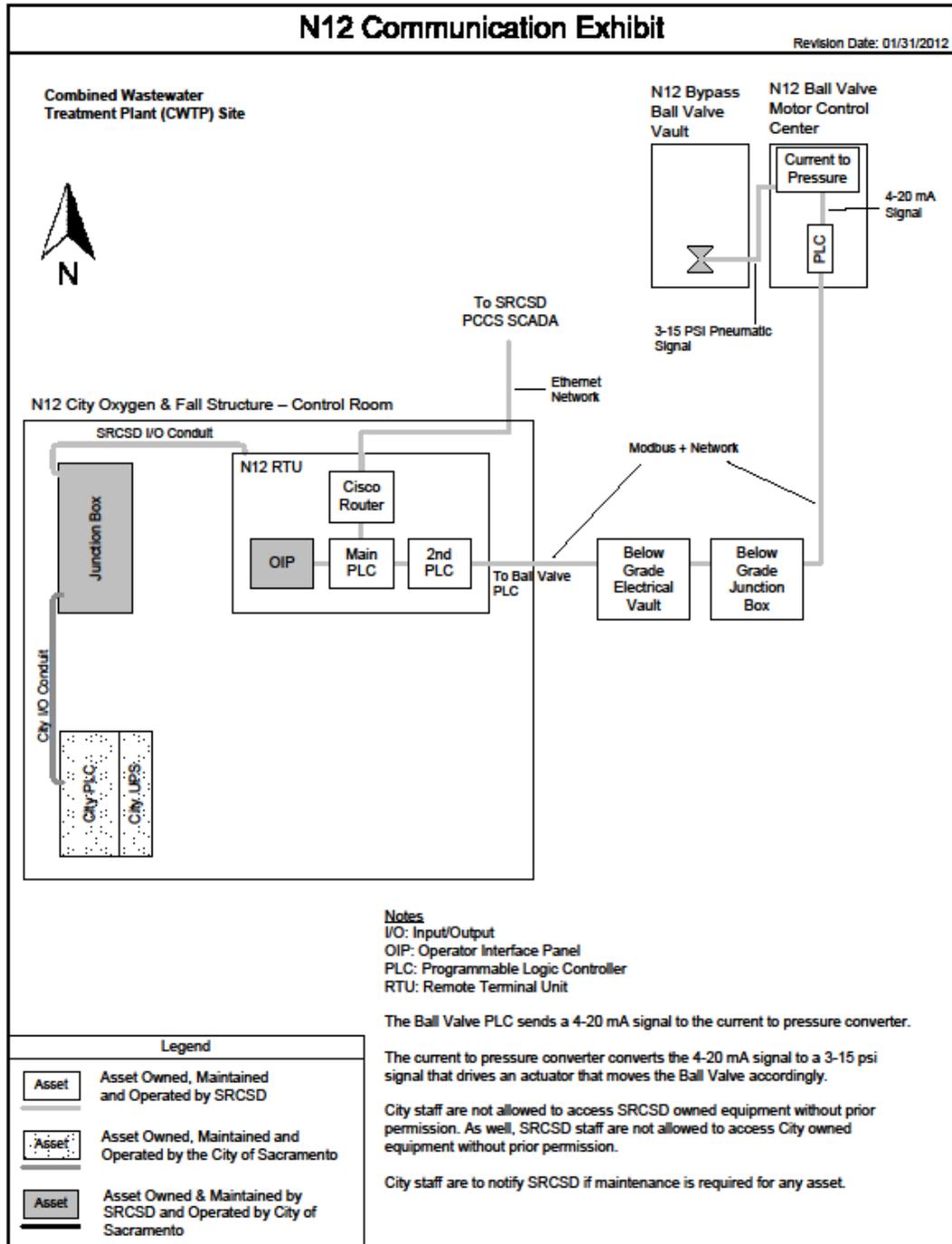


EXHIBIT D- DIVIDING LINE BETWEEN SRCSD AND CITY FACILITIES

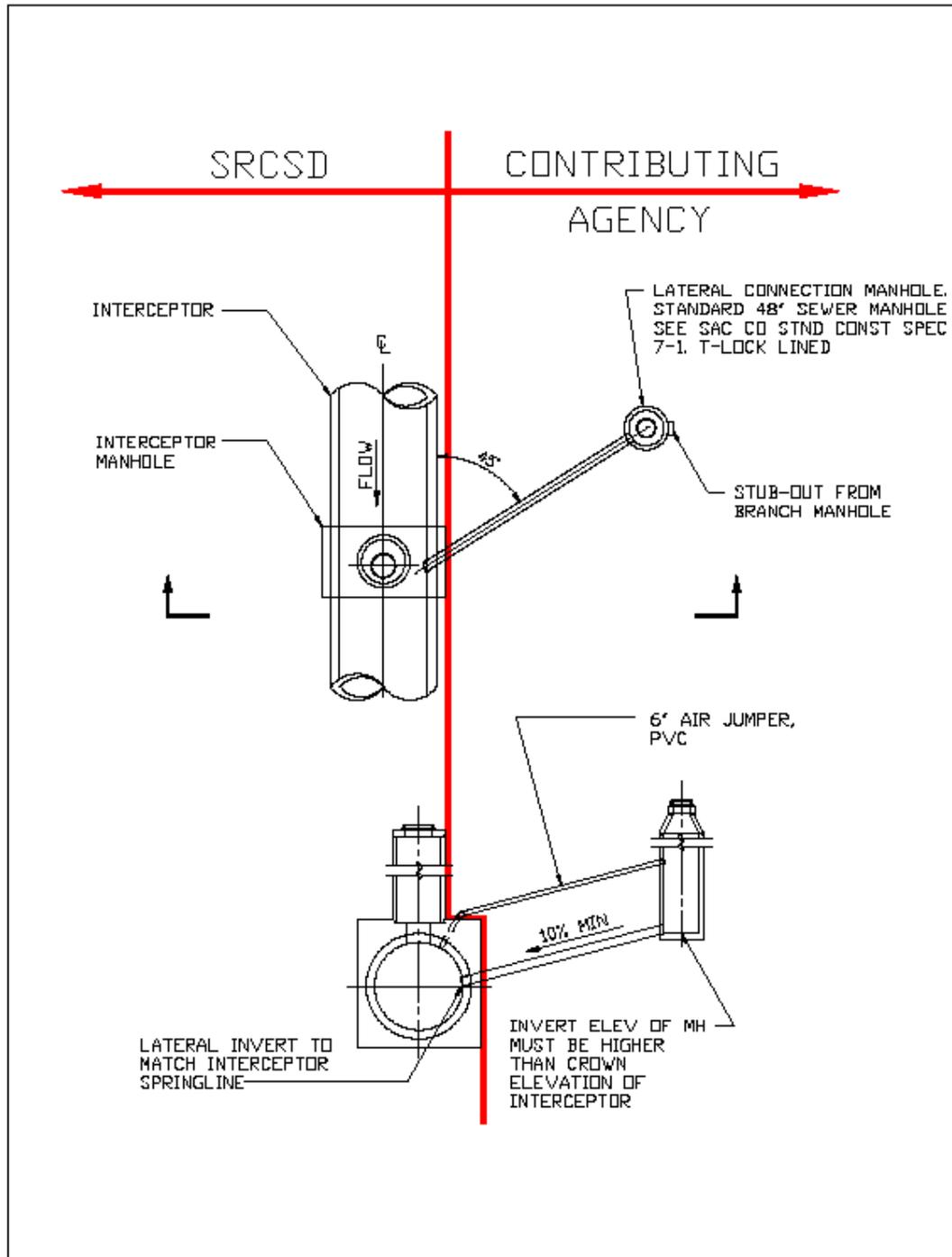


Exhibit 2 - Existing Conditions of Mode 2 Facilities

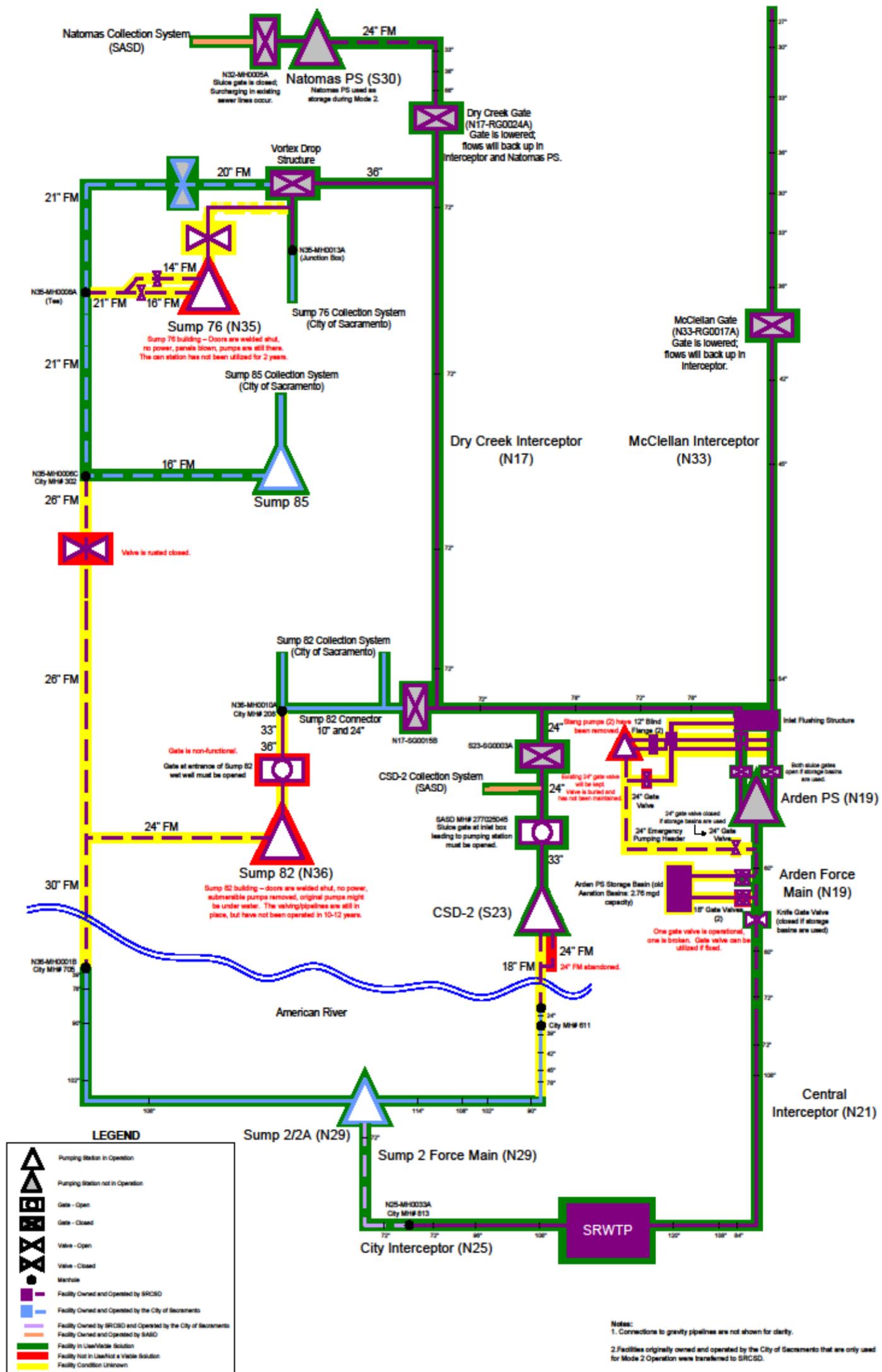


EXHIBIT F: CWCS OPERATION AND MAINTENANCE RESPONSIBILITIES

Facility	Location	Ownership	Operations & Maintenance	Function	Design Capacity	Type of Odor Facility	Number of Units	O&M Responsibility (odor)	Filter Media and Container	Air Permit Holder
Combined Wastewater Treatment Plant (CWTP)	At the intersection of Fruitridge Road and South Land Park Drive	CITY	CITY	Provide Primary treatment of combined wastewater	130 MGD PWWF					
				Provide interim storage capacity for combined wastewater	7.1 MG					
Pioneer Reservoir	Front Street, northwest of the Interstate 5 and 50 interchange	CITY	CITY		250 MGD	Mobile Ventilation Units	2	CITY	CITY (contracted through SRCSD)	CITY
Pioneer Interceptor		CITY	CITY	Transport combined wastewater from Sump 2/2A to Pioneer Reservoir and from the reservoir back to Sump 2/2A for pumping to SRWTP	340 MGD					
				Provide interim storage capacity for combined wastewater	5MG					
Sump 21	Freeport Blvd. North of Florin Road	CITY	CITY		1.2 – 4 MGD					
Sump 21 Force Main		CITY	CITY							
Sump 55	6203 Gloria Drive, Sacramento	SRCSD	CITY		2 – 4 MGD ADWF 5.2 MGD PWWF	Fixed Carbon Filter	1	SRCSD (through contract with the CITY)	SRCSD	SRCSD
Sump 55 Force Main Between Sump 55 and City Interceptor		SRCSD	CITY							
18” Force Main between Sump 55 and the 42” Force Main		SRCSD	CITY							
Sump 119	Near CWTP, off South Land Park Drive	SRCSD	CITY		3 – 30 MGD	Portable Carbon Filter	1	SRCSD (through contract with the	SRCSD	SRCSD
Sump 119 Force Main		SRCSD	CITY							
42” Force Main between Sump 119 and N-11		SRCSD	CITY							
Bypass Valve Structure (N11)	On CWTP grounds	SRCSD	CITY							

Facility	Location	Ownership	Operations & Maintenance	Function	Design Capacity	Type of Odor Facility	Number of Units	O&M Responsibility (odor)	Filter Media and Container	Air Permit Holder
N-12 (Oxygen and Fall Structure Ball Valve)*	Inside CWTP	SRCS D	CITY			Portable Carbon Filter	1	SRCS D (though contract with the CITY)	SRCS D	SRCS D
Sump 1/1A	Front and U Street	CITY	CITY							
Sump 1/1A Pipeline connection to Pioneer Reservoir		CITY	CITY	Alleviate flooding conditions in downtown Sacramento by pumping combined wastewater to Pioneer Reservoir	200 MGD PWWF					
Sump 2A	3530 Riverside Blvd	Joint - SRCS D and CITY (dry) CITY(wet)	CITY	Pump wet weather and dry weather wastewater to the City Interceptor for transport to and treatment at the SRWTP	Up to 85 MGD PWWF	Fixed Carbon Units	2	SRCS D (through contract with CITY)	SRCS D	SRCS D
Sump 2	3530 Riverside Blvd	CITY	CITY	Pump wet weather combined wastewater to CWTP for treatment	130 MGD PWWF					
				Pump wet weather combined wastewater to Pioneer Reservoir for storage/treatment	340 MGD PWWF					
				Pump stored wet weather combined wastewater to either the CWTP or SRWTP for treatment	34 MGD PWWF					
				Pump stored wet weather combined wastewater to the Sacramento River (final function)	340 MGD PWWF					
84-inch Sump 2 Interceptor		CITY	CITY	Transport combined wastewater from Sump 2/2A to CWTP for treatment	130 MGD PWWF					
				Provide alternate routing of combined wastewater from Sump 2/2A through valve structure and City Interceptor to the SRWTP for treatment.	Up to 85 MGD PWWF					
72-inch Sump 2 Force Main	From Sump 2 to N-12	SRCS D	CITY	Transport dry weather wastewater through valve structure and City Interceptor to the SRWTP for treatment	Up to 85 MGD PWWF; 34 MGD ADWF	Passive Odor	1	CITY	SRCS D	N/A**

Facility	Location	Ownership	Operations & Maintenance	Function	Design Capacity	Type of Odor Facility	Number of Units	O&M Responsibility (odor)	Filter Media and Container	Air Permit Holder
72-inch inverted siphon	From N-12 to MH N2500034A	SRCS	CITY							
City Interceptor	From N-12 to SRWTP	SRCS	SRCS	Transport wastewater from the City to the SRWRP for treatment	108.5 MGD					

*For operation/ownership/maintenance responsibilities for telecommunications at N-12, see Exhibit C

** Passive Unit does not actively discharge, no permit required