

Attachment 1

**AGREEMENT
BETWEEN
CITY OF HESPERIA
AND
COUNTY SERVICE AREA 64 (SPRING VALLEY LAKE) FOR
SEWER SERVICE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Hesperia, herein referred to as CITY, and County Service Area 64 Spring Valley Lake, herein referred to as CSA 64.

WITNESSETH

WHEREAS, portions of the **CITY** in the Northeast area near Bear Valley Road and Mojave Fish Hatchery Road are available for development, herein referred to as Development Area, which is more particularly described and depicted herein as Exhibit A; and

WHEREAS, no **CITY** sewer service is available in or near the Development Area – it is more than 6,500 feet away from existing **CITY** sewer facilities; and

WHEREAS, **CSA 64** operates a sewer system immediately north of Bear Valley Road and Mojave Fish Hatchery Road in Spring Valley Lake; and

WHEREAS, the **CITY** has completed, and **CSA 64** has reviewed, a sewer system capacity study dated August 14, 2017 of **CSA 64**'s sewer collection system that will be impacted by sewer flow from the Development Area that determined sufficient capacity exists in the system to provide sewer service to **CITY** for the Development Area (A copy of the August 14, 2017 sewer system capacity study is attached hereto as Exhibit B).

NOW THEREFORE, in consideration of the above, and in consideration of the terms, covenants, and conditions herein set forth, the parties mutually agree as follows:

1. **CSA 64** will provide sewer service to the **CITY** for the Development Area.

Attachment 1

2. Parties will collaborate on processing an Out-of-Agency Service Contract with Local Agency Formation Commission for San Bernardino (LAFCO). The **CITY** will prepare all LAFCO applications and attachments thereto including mapping, letter requests, and related documents. **CSA 64** will also prepare letters as needed to complete the LAFCO application. The **City** shall be responsible for all costs related to the LAFCO application and/or approval.

3. **CSA 64** authorizes the **CITY** and/or its contractors to construct a connection to **CSA 64's** sewer collection system at the location shown on Exhibit C. The work shall include, but not be limited to, installation of an 8" pipeline, connection to the **CSA 64** system and related facilities (Project).

4. The **CITY**, or its contractors, shall be responsible for the preparation of engineering plans, related documents, permit acquisition, and construction of the Project. Prior to commencement of construction, the **CITY** shall submit a material list, engineering plans and profile of the sewer main pipeline and appurtenances to be installed for CSA 64 for review and approval.

5. The Project shall be completed within one year from LAFCO's approval. The sewer main pipeline and infrastructure located on Bear Valley Road, including the connections to the Development Area will be the responsibility and property of the **CITY** to own, operate, and maintain and any expenses related thereto shall be the responsibility of the **City**.

6. The **CITY** shall install an 8" sewer flow meter to record the wastewater flow being conveyed to CSA 64. The sewer flow meter shall be installed at the **CITY's** cost on the north side of Bear Valley Road at the point of connection to **CSA 64's** sewer collection system. The CITY shall calibrate and certify the meter once annually and submit the calibration reports to CSA 64.

7. **CSA 64** will collect meter data and bill the **CITY** for sewer service on a bimonthly basis. The **City** shall pay any such invoices within thirty (30) days of its receipt.

8. Any additional connections or increased Equivalent Dwelling Units (EDUs) resulting from further development beyond the Development Area shall require a Feasibility Study at the expense of the **CITY** in order to determine sewer system capacity of CSA 64's system.

Attachment 1

9. **CSA 64** shall assign EDUs to the Development Area according to fixture units per the California Uniform Plumbing Code. **CSA 64** shall have the ability to assess and charge the **CITY** for wastewater flows that exceed 230 gallons per day per acre.

10. This agreement shall become effective upon approval by both parties and shall remain in effect until such time that the City redirects flows to its system or until terminated by either party with twelve (12) months written notice in advance of termination to the other party.

11. The **CITY** and its contractors shall indemnify, defend, hold harmless **CSA 64** and their authorized agents, officers, and employees against any and all claims or actions arising from the **CITY's** acts or omissions and for any cost or expenses incurred by **CSA 64** on account of any claim therefore.

12. **CSA 64** shall indemnify, defend, hold harmless **CITY** and their authorized agents, officers, and employees against any and all claims or actions arising from the **CSA 64's** acts or omissions and for any cost or expenses incurred by **CITY** on account of any claim therefore.

13. This Agreement constitutes the entire agreement of the parties. No verbal agreement or statement made by either party prior to execution hereof shall be effective unless set forth in the Agreement. Any amendments to this Agreement will be effective only if made in writing and signed by both parties hereto.

14. All notices required or permits to be given under this Agreement shall be deemed given by delivery or by mailing, postage prepaid to the recipient party to and at its current address; the present addresses of the parties are as follows:

City: City of Hesperia
9700 Seventh Avenue
Hesperia, CA 92345
Attn: City Manager

CSA 64: Special District Department
Water and Sanitation Operations
12403 Industrial Blvd., Bldg. D, Suite 6
Victorville, CA 92392
Attn: General Manager

Attachment 1

IN WITNESS WHEREOF, this Agreement is effective on the day and year first above written.

CITY OF HESPERIA

COUNTY SERVICE AREA 64

Mayor

Chairman, Board of Supervisors

City Clerk

Clerk of the Board Supervisors