

RESOLUTION NO. 2002-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE EXECUTION OF JOINT COMMUNITY FACILITIES AGREEMENTS FOR THE EAST FRANKLIN COMMUNITY FACILITIES DISTRICT NO. 2002-1

WHEREAS, development within the East Franklin Specific Plan area (the "Plan Area") requires the construction of public facilities and improvements, including facilities to provide domestic water supply, water for fire protection service, and sanitary sewer service;

WHEREAS, the Sacramento County Water Agency (the "Water Agency") owns and operates an integrated system of water facilities and County Sanitation District No. 1 ("County Sanitation") owns and operates an integrated system of sewer facilities for the provision of service within their respective boundaries;

WHEREAS, the landowners and developers (the "Property Owners") of the Plan Area have indicated their desire to undertake the design and construction of certain water and sewer facilities to serve the Plan Area (the "Facilities") to accommodate development within the Plan Area;

WHEREAS, the City has, in conjunction with Property Owners within the Plan Area, determined to finance the Facilities through the formation by the City of one or more community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311, et seq. (the "Act") and the issuance of one or more series of bonds (the "Bonds") secured by special taxes to be levied on non-exempt property located within the boundaries of the community facilities districts;

WHEREAS, Section 53316.2 of the Act provides that a public entity may use a community facilities district to finance facilities owned by an entity other than the agency that forms the community facilities district, but only pursuant to a joint community facilities agreement or joint exercise of powers agreement;

WHEREAS, Section 53316.2 of the Act authorizes the legislative bodies of two or more local agencies to enter into a joint community facilities agreement prior to the formation of the community facilities district if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to residents of that entity;

WHEREAS, the City Council duly considered the contents of the draft joint community facilities agreements between the City and the Water Agency and County Sanitation, respectively (the "Agreements"), copies of which are on file with the City Clerk, and hereby determines that the execution of the Agreements would be beneficial to the residents of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Grove that:

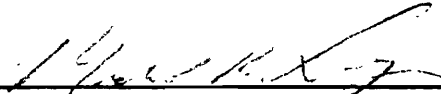
1. **Recitals.** Each of the above recitals is incorporated herein and is true and correct.

2. **Authorization of Officers to Execute and Deliver Agreements.** The City Council hereby authorizes and directs the Mayor, the City Manager, the Director of Public Works, and the City Clerk, and each of them individually (the "Designated Officers"), for and in the name of and on behalf of the City, to execute and deliver the Agreements in substantially the forms of the drafts presented to this meeting, which Agreements are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the Designated Officer or Officers executing the Agreements for the City. The execution of either Agreement by a Designated Officer or Officers of the City shall constitute conclusive evidence of such officer's or officers' and the City Council's approval of such Agreement and any such changes, insertions, revisions, corrections, or amendments.

3. **General Authorization.** The Designated Officers and other officers of the City, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the City, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to effect the purposes of this resolution. All actions heretofore taken by officers, employees, and agents of this City that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

4. **Effective Date.** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Elk Grove City Council on this 20th day of March 2002.




Michael P. Leary, Mayor of the
City of Elk Grove

ATTEST:



Peggy Jackson, City Clerk

APPROVED AS TO FORM:



Anthony Manzanetti, City Attorney

AYES: Leary, Scherman, Cooper,
Briggs, Soares

NOES: None

ABSTAIN: Non

ABSENT: None

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**JOINT COMMUNITY FACILITIES AGREEMENT
BETWEEN THE CITY OF ELK GROVE
AND THE SACRAMENTO COUNTY WATER AGENCY
(EAST FRANKLIN SPECIFIC PLAN AREA)**

This Joint Community Facilities Agreement (this "Agreement") dated _____, 2002, is entered into by and between the City of Elk Grove (the "City"), a municipal corporation of the State of California, and the Sacramento County Water Agency (the "Water Agency"), a county water agency organized under the laws of the State of California.

RECITALS

WHEREAS, development within the East Franklin Specific Plan area (the "Plan Area") requires the construction of public facilities and improvements, including facilities to provide domestic water supply and fire protection service;

WHEREAS, the Water Agency owns and operates an integrated system of water facilities for the provision of service within its boundaries;

WHEREAS, the Plan Area is situated within the Water Agency's Zone 40 (water);

WHEREAS, the landowners and developers (the "Property Owners") of the Plan Area have indicated their desire to undertake the design and construction of certain water facilities to serve the Plan Area, consisting of new facilities (the "Facilities") as described in Exhibit A, attached hereto and incorporated herein by reference, to accommodate development within the Plan Area;

WHEREAS, the City has, in conjunction with Property Owners within the Plan Area, determined to finance the Facilities through the formation by the City of one or more community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311, et seq. (the "Act"));

WHEREAS, it is anticipated that the City will issue one or more series of bonds (the "Bonds") secured by special taxes to be levied on non-exempt property located within the boundaries of the community facilities districts, in an amount sufficient to pay, among other costs, for the costs of the Facilities. The provision of the Facilities is necessitated by the development of the land within the Plan Area and the parties hereto acknowledge that the residents of the Plan Area will be benefited by the construction and/or acquisition of the Facilities;

WHEREAS, the parties hereto intend that, if the Facilities are constructed in accordance with the Water Agency's specification and standards, the Water Agency will accept the Facilities for operation and maintenance and the City will pay the acquisition costs to the Property Owners under appropriate conditions and subject to an Acquisition Agreement between the City and the Property Owners;

WHEREAS, Section 53316.2 of the Act provides that a public entity may use a community facilities district to finance facilities owned by an entity other than the agency that

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forms the community facilities district, but only pursuant to a joint community facilities agreement or joint exercise of powers agreement;

WHEREAS, Section 53316.2 of the Act authorizes the legislative bodies of two or more local agencies to enter into a joint community facilities agreement prior to the formation of the community facilities district if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to residents of that entity;

WHEREAS, for purposes of the Act and this Agreement, the City Council of the City of Elk Grove (“City Council”) is the legislative body of the City; and the Board of Directors of the Water Agency (the “Board”) is the legislative body of the Water Agency;

WHEREAS, the City Council and the Board have, prior to the execution of this Agreement, duly considered the contents of this Agreement and have each determined, by resolution, that the execution of this Agreement would be beneficial to the residents of the City and the residents within the service area of the Water Agency;

WHEREAS, by this Agreement, the City and the Water Agency desire to set forth their intent and their agreements with respect to the conduct of the proceedings for formation of community facilities districts in the Plan Area, the implementation of the levy and collection of the special tax, the issuance of bonds and distribution of bond proceeds, and the payment to the Property Owners for the costs of design and construction of the Facilities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Recitals**. Each of the above recitals is incorporated herein and is true and correct.
2. **Administration of the Community Facilities Districts**. The City will use its best efforts to initiate and complete all legal procedures to form one or more community facilities districts within the Plan Area. The City will have complete responsibility to employ and pay all required consultants, annually levy the special tax, collect and enforce the special tax, administer the community facilities districts, issue and pay debt service on the Bonds, and comply with all state and federal requirements pertaining to the proceedings and the Bonds, including the requirements of the United States Internal Revenue Code and associated regulations. The Water Agency will not participate in or be considered a participant in the formation proceedings for the community facilities districts, nor will it for any purpose be considered an issuer of the Bonds.
3. **Sale of Bonds and Use of Proceeds**. The City shall use its best efforts to proceed with the sale and issuance of the Bonds at such times and in such amounts as the City, in its sole discretion, may determine are necessary and appropriate to finance the design, construction, and acquisition of the Facilities in addition to other public improvements within the Plan Area. The City anticipates that proceeds from the sale of Bonds shall be available for the Facilities substantially in accordance with Section 7 (Disbursement of Bond Proceeds), however, such proceeds may be expended by the City in such amounts for the Facilities and other public improvements as the City may determine, in its sole

discretion, to be appropriate. The City shall maintain records relating to the disbursements of proceeds of the sale of the Bonds.

The Water Agency acknowledges that the acquisition and construction of and payments to the Property Owners for the Facilities, including the amount and timing for the delivery of funding required for the acquisition of the Facilities shall be in all respects subject to the sole discretion and approval of the City. In no event will an act or a failure or omission to act, by the City with respect to the disbursement or nondisbursement of Bond proceeds or any other funding for the Facilities subject the City to pecuniary liability hereunder.

4. **Acceptance of Facilities.** The Water Agency agrees to accept title to, and provide operation and maintenance for, the Facilities described in Exhibit A, attached hereto and incorporated herein by reference; assuming that all other requirements of the City and the Water Agency are met and subject to approval and inspection of the Facilities by the City and the Water Agency. The City's Public Works Director and the Water Agency's Director are authorized to supplement or otherwise revise the listed Facilities by an addendum executed by both of them. At the City's request, the Water Agency will provide to the City any information in the Water Agency's possession required to complete the portion of the public facilities report regarding the Facilities (as specified in Section 53321.5 of the Act).
5. **Maintenance and Operation.** Upon acceptance of the Facilities by the Water Agency, the Water Agency shall be solely responsible for the maintenance and operation thereof.
6. **Acquisition Agreement.** The City agrees to enter into an acquisition agreement with the Property Owners that will provide for payment from the Bond proceeds provided that the Facilities are designed and constructed to the satisfaction of the Water Agency and the City and that the Facilities are accepted by the Water Agency for operation and maintenance. Payment to the Property Owners for the Facilities under the Acquisition Agreement will be from Bond proceeds only and not from any other fund of the City or the Water Agency. The City and the Water Agency agree that the Acquisition Agreement will require that the Facilities shall be constructed pursuant to all applicable City and the Water Agency requirements and statutes and in compliance with the applicable requirements of the Act.
7. **Disbursement of Bond Proceeds.**
 - (a) Pursuant to each bond indenture, fiscal agent agreement, or other document providing for the issuance of Bonds (the "Indenture"), the City shall establish a separate account with the bond trustee or fiscal agent designated in the Indenture, into which the proceeds of Bonds to be used for the Facilities, and other public improvements to be funded by proceeds from the sale of the Bonds, shall be deposited (an "Acquisition and Construction Fund").
 - (b) The City agrees that prior to providing payment to the Property Owners from an Acquisition and Construction Fund it shall review and approve all costs included in its request and that payment will not be provided until the Water Agency has accepted the Facilities for operation and maintenance. The Water Agency agrees to

provide assistance to the City in determining compliance by the Property Owners with the requirements of the Water Agency.

8. **Limited Obligations.** The Water Agency's obligations hereunder shall be limited to the obligations assumed by it with respect to the acceptance of the Facilities for operation and maintenance. The Water Agency shall have no obligation or responsibility whatsoever with respect to the issuance and sale of the Bonds, for the payment of principal and interest thereon, or for the levy of the special taxes required to provide debt service. The City shall have the sole responsibility in such matters.
9. **No Separate Entity.** The parties do not intend to form a separate joint exercise of powers authority by this Agreement; instead, the parties intend that the City Council act on behalf of the City on all matters for which the City is responsible under the Act and this Agreement and that the Board act on behalf of the Water Agency in all matters for which it is responsible under this Agreement. Whenever approval of an action by the City and the Water Agency is required under the Act or this Agreement, the parties contemplate that such action be submitted to the City Council or the Board for approval by resolution, or to the officer to whom approval authority has been delegated, prior to the parties' taking such action.
10. **Indemnification.**
 - (a) **By the City.** The City shall, to the full extent permitted by law, indemnify, defend and hold the Water Agency, and its officers, employees, agents and contractors harmless from and against any and all liabilities, losses, claims, damages, and expenses in connection therewith, including attorneys fees and expenses, arising out of or as a result of the proceedings for the formation of any community facilities district, the levy and collection of the special taxes, and the issuance, sale and administration of the Bonds and Bond proceeds.
 - (b) **By the Water Agency.** The Water Agency shall, to the full extent permitted by law, indemnify, defend and hold the City, and its officers, employees, agents and contractors harmless from and against any and all liabilities, obligations, losses, claims, damages and expenses in connection therewith, including attorneys fees and expenses, arising out of or as a result of the acceptance of the Facilities by the Water Agency for operation and maintenance.
 - (c) **Notice of Claims.** The City and the Water Agency mutually agree to give notice to each other of any claim or liability hereby indemnified against following either's learning thereof.
11. **Termination.** This Agreement shall terminate upon the earlier occurrence of the following events: (a) the dissolution pursuant to section 53338.5 of the Act of all the community facilities districts established to finance the Facilities; or (b) the written agreement of the City and the Water Agency to terminate this Agreement.

- 12. **Notice.** Any notice, payment or instrument required or permitted by this Agreement to any party shall be deemed to have been received when personally delivered to any party or seventy-two (72) hours following mailing of the same, first class, postage prepaid, addressed as follows:

City: City of Elk Grove
 Public Works Department
 8400 Laguna Palms Way
 Elk Grove, CA 95758
 Attn:

Water Agency Sacramento County Water Agency
 827 7th Street
 Sacramento, CA 95814
 Attn: Keith DeVore, Director

- 13. **Captions.** Captions to sections of this Agreement are for convenience purposes only, and are not part of this Agreement.
- 14. **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.
- 15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 16. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.
- 17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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

SACRAMENTO COUNTY WATER AGENCY,

By _____
Chair of the Board of Directors

Attest:

Clerk of the Board of Supervisors and
Ex-officio Secretary of the Board of
Directors of the Sacramento County Water Agency

Approved as to form:

Agency Counsel

CITY OF ELK GROVE

By _____
Michael P. Leary, Mayor

Attest:

Peggy Jackson, City Clerk

Approved as to form:

Anthony Manzanetti, City Attorney

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Authorized Facilities

Authorized facilities include any and all on- and off-site water facilities designed to meet the needs of development within the Plan Area. These facilities include, but are not limited to: wells and well facilities, potable and non-potable water transmission and distribution facilities (including fire hydrants); water treatment and storage facilities; pressure reducing stations; pumps; flow meters; and related water system improvements.

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**JOINT COMMUNITY FACILITIES AGREEMENT
BETWEEN THE CITY OF ELK GROVE
AND COUNTY SANITATION DISTRICT NO. 1
OF SACRAMENTO COUNTY
(EAST FRANKLIN SPECIFIC PLAN AREA)**

This Joint Community Facilities Agreement (this "Agreement") dated _____, 2002, is entered into by and between the City of Elk Grove (the "City"), a municipal corporation of the State of California, and County Sanitation District No. 1 of Sacramento County ("County Sanitation"), a sanitation district organized under the laws of the State of California.

RECITALS

WHEREAS, development within the East Franklin Specific Plan area (the "Plan Area") requires the construction of public facilities and improvements, including sewer facilities;

WHEREAS, County Sanitation owns and operates an integrated system of sewer facilities for the provision of sewer services within its boundaries;

WHEREAS, the landowners and developers (the "Property Owners") of the Plan Area have indicated their desire to undertake the design and construction of sewer facilities to serve the Plan Area, consisting of new facilities (the "Facilities") as described in Exhibit A, attached hereto and incorporated herein by reference, to accommodate development within the Plan Area;

WHEREAS, the City has, in conjunction with Property Owners within the Plan Area, determined to finance the Facilities through the formation by the City of one or more community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311, et seq. (the "Act"));

WHEREAS, it is anticipated that the City will issue one or more series of bonds (the "Bonds") secured by special taxes to be levied on non-exempt property located within the boundaries of the community facilities districts, in an amount sufficient to pay, among other costs, for the costs of the Facilities. The provision of the Facilities is necessitated by the development of the land within the Plan Area and the parties hereto acknowledge that the residents of the Plan Area will be benefited by the construction and/or acquisition of the Facilities;

WHEREAS, the parties hereto intend that, if the Facilities are constructed in accordance with County Sanitation's specification and standards, County Sanitation will accept the Facilities for operation and maintenance and the City will pay the acquisition costs to the Property Owners under appropriate conditions and subject to an Acquisition Agreement between the City and the Property Owners;

WHEREAS, Section 53316.2 of the Act provides that a public entity may use a community facilities district to finance facilities owned by an entity other than the agency that forms the community facilities district, but only pursuant to a joint community facilities agreement or joint exercise of powers agreement;

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WHEREAS, Section 53316.2 of the Act authorizes the legislative bodies of two or more local agencies to enter into a joint community facilities agreement prior to the formation of the community facilities district if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to residents of that entity;

WHEREAS, for purposes of the Act and this Agreement, the City Council of the City of Elk Grove (“City Council”) is the legislative body of the City; and the Board of Directors of County Sanitation (the “Board”) is the legislative body of County Sanitation;

WHEREAS, the City Council and the Board have, prior to the execution of this Agreement, duly considered the contents of this Agreement and have each determined, by resolution, that the execution of this Agreement would be beneficial to the residents of the City and the residents within the service area of County Sanitation;

WHEREAS, by this Agreement, the City and County Sanitation desire to set forth their intent and their agreements with respect to the conduct of the proceedings for formation of community facilities districts in the Plan Area, the implementation of the levy and collection of the special tax, the issuance of bonds and distribution of bond proceeds, and the payment to the Property Owners for the costs of design and construction of the Facilities;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Recitals**. Each of the above recitals is incorporated herein and is true and correct.
2. **Administration of the Community Facilities Districts**. The City will use its best efforts to initiate and complete all legal procedures to form one or more community facilities districts within the Plan Area. The City will have complete responsibility to employ and pay all required consultants, annually levy the special tax, collect and enforce the special tax, administer the community facilities districts, issue and pay debt service on the Bonds, and comply with all state and federal requirements pertaining to the proceedings and the Bonds, including the requirements of the United States Internal Revenue Code and associated regulations. County Sanitation will not participate in or be considered a participant in the formation proceedings for the community facilities districts, nor will it for any purpose be considered an issuer of the Bonds.
3. **Sale of Bonds and Use of Proceeds**. The City shall use its best efforts to proceed with the sale and issuance of the Bonds at such times and in such amounts as the City, in its sole discretion, may determine are necessary and appropriate to finance the design, construction and acquisition of the Facilities in addition to other public improvements within the Plan Area. The City anticipates that proceeds from the sale of Bonds shall be available for the Facilities substantially in accordance with Section 7 (**Disbursement of Bond Proceeds**), however, such proceeds may be expended by the City in such amounts for the Facilities and other public improvements as the City may determine, in its sole discretion, to be appropriate. The City shall maintain records relating to the disbursements of proceeds of the sale of the Bonds.

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County Sanitation acknowledges that the acquisition and construction of and payments to the Property Owners for the Facilities, including the amount and timing for the delivery of funding required for the acquisition of the Facilities shall be in all respects subject to the sole discretion and approval of the City. In no event will an act or a failure or omission to act, by the City with respect to the disbursement or nondisbursement of Bond proceeds or any other funding for the Facilities subject the City to pecuniary liability hereunder.

4. **Acceptance of Facilities.** County Sanitation agrees to accept title to, and provide operation and maintenance for, the Facilities described in Exhibit A, attached hereto and incorporated herein by reference; assuming that all other requirements of the City and County Sanitation are met and subject to approval and inspection of the Facilities by the City and County Sanitation. The City's Public Works Director and County Sanitation's Manager are authorized to supplement or otherwise revise the listed Facilities by an addendum executed by both of them. At the City's request, County Sanitation will provide to the City any information in County Sanitation's possession required to complete the portion of the public facilities report regarding the Facilities (as specified in Section 53321.5 of the Act).
5. **Maintenance and Operation.** Upon acceptance of the Facilities by County Sanitation, County Sanitation shall be solely responsible for the maintenance and operation thereof.
6. **Acquisition Agreement.** The City agrees to enter into an acquisition agreement with the Property Owners that will provide for payment from the Bond proceeds provided that the Facilities are designed and constructed to the satisfaction of County Sanitation and the City and that the Facilities are accepted by County Sanitation for operation and maintenance. Payment to the Property Owners for the Facilities under the Acquisition Agreement will be from Bond proceeds only and not from any other fund of the City or County Sanitation. The City and County Sanitation agree that the Acquisition Agreement will require that the Facilities shall be constructed pursuant to all applicable City and County Sanitation requirements and statutes and in compliance with the applicable requirements of the Act.
7. **Disbursement of Bond Proceeds.**
 - (a) Pursuant to each bond indenture, fiscal agent agreement, or other document providing for the issuance of Bonds (the "Indenture"), the City shall establish a separate account with the bond trustee or fiscal agent designated in the Indenture, into which the proceeds of Bonds to be used for the Facilities, and other public improvements to be funded by proceeds from the sale of the Bonds, shall be deposited (an "Acquisition and Construction Fund").
 - (b) The City agrees that prior to providing payment to the Property Owners from an Acquisition and Construction Fund it shall review and approve all costs included in its request and that payment will not be provided until County Sanitation has accepted the Facilities for operation and maintenance. County Sanitation agrees to provide assistance to the City in determining compliance by the Property Owners with the requirements of County Sanitation.

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8. **Limited Obligations.** County Sanitation's obligations hereunder shall be limited to the obligations assumed by it with respect to the acceptance of the Facilities for operation and maintenance. County Sanitation shall have no obligation or responsibility whatsoever with respect to the issuance and sale of the Bonds, for the payment of principal and interest thereon, or for the levy of the special taxes required to provide debt service. The City shall have the sole responsibility in such matters.
9. **No Separate Entity.** The parties do not intend to form a separate joint exercise of powers authority by this Agreement; instead, the parties intend that the City Council act on behalf of the City on all matters for which the City is responsible under the Act and this Agreement and that the Board act on behalf of County Sanitation in all matters for which it is responsible under this Agreement. Whenever approval of an action by the City and County Sanitation is required under the Act or this Agreement, the parties contemplate that such action be submitted to the City Council or the Board for approval by resolution, or to the officer to whom approval authority has been delegated, prior to the parties' taking such action.
10. **Indemnification.**
- (a) **By the City.** The City shall, to the full extent permitted by law, indemnify, defend and hold County Sanitation, and its officers, employees, agents and contractors harmless from and against any and all liabilities, losses, claims, damages, and expenses in connection therewith, including attorneys fees and expenses, arising out of or as a result of the proceedings for the formation of any community facilities district, the levy and collection of the special taxes, and the issuance, sale and administration of the Bonds and Bond proceeds.
- (b) **By County Sanitation.** County Sanitation shall, to the full extent permitted by law, indemnify, defend and hold the City, and its officers, employees, agents and contractors harmless from and against any and all liabilities, obligations, losses, claims, damages and expenses in connection therewith, including attorneys fees and expenses, arising out of or as a result of the acceptance of the Facilities by County Sanitation for operation and maintenance.
- (c) **Notice of Claims.** The City and County Sanitation mutually agree to give notice to each other of any claim or liability hereby indemnified against following either's learning thereof.
12. **Termination.** This Agreement shall terminate upon the earlier occurrence of the following events: (a) the dissolution pursuant to section 53338.5 of the Act of all the community facilities districts established to finance the Facilities; or (b) the written agreement of the City and County Sanitation to terminate this Agreement.
13. **Notice.** Any notice, payment or instrument required or permitted by this Agreement to any party shall be deemed to have been received when personally delivered to any party

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or seventy-two (72) hours following mailing of the same, first class, postage prepaid, addressed as follows:

City: City of Elk Grove
Public Works Department
8400 Laguna Palms Way
Elk Grove, CA 95758
Attn:

County Sanitation County Sanitation District No. 1 of Sacramento County
9660 Ecology Lane
Sacramento, CA 95827-3881
Attn: Wendell Kido, District Manager

- 14. **Captions.** Captions to sections of this Agreement are for convenience purposes only, and are not part of this Agreement.
- 15. **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.
- 16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 17. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.
- 18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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

COUNTY SANITATION DISTRICT NO. 1,

By _____
Chair of the Board of Directors

Attest:

Clerk of the Board of Supervisors and
Ex-officio Secretary of the Board of
Directors of County Sanitation District No. 1

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Approved as to form:

District Counsel

CITY OF ELK GROVE

By _____
Michael P. Leary, Mayor

Attest:

Peggy Jackson, City Clerk

Approved as to form:

Anthony Manzanetti, City Attorney

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Exhibit A

Authorized Facilities

Authorized facilities include any and all on- and off-site wastewater conveyance and collection facilities designed to meet the needs of development within the Plan Area. These facilities include, but are not limited to: gravity sewer lines; force mains; lift stations; odor-control facilities; and related wastewater improvements (including interim facilities).

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