

RESOLUTION NO. 2019-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING REVISIONS AND RE-CERTIFICATION OF THE SEWER SYSTEM MANAGEMENT PLAN PURSUANT TO STATE WATER RESOURCES CONTROL BOARD ORDER 2006-0003-DWQ

WHEREAS, the State Water Resources Control Board (SWRCB) adopted Order 2006-0003-DWQ (Statewide Waste Discharge Requirements for Sanitary Sewer Systems) in May 2006; and

WHEREAS, all federal and state agencies, municipalities, counties, districts and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this Order; and

WHEREAS, the General Waste Discharge Requirements (GWDR) of the Order require the City to develop, adopt and maintain a Sewer System Management Plan (SSMP) with the purpose of providing proper and efficient management, operation, and maintenance of the City's sanitary sewer system (SSO) in order to minimize the number and impact of SSO's throughout the State; and

WHEREAS, the City adopted and certified the SSMP on August 12, 2014 per City Council Resolution No. 2014-094; and

WHEREAS, the GWDR of the Order requires the City to update and re-certify the SSMP every five (5) years and must include any significant program changes; and

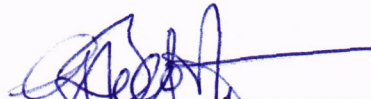
WHEREAS, the City has completed all required elements of the SSMP within the State Water Resources Control Board Order 2006-0003-DWQ mandated time period and the SSMP has been revised to include all significant program changes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park it does hereby authorize and recertify the Sewer System Management Plan.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and take further actions needed to complete the certification of the SSMP on behalf of the City of Rohnert Park., including submission of the SSMP to the SWRCB.


DULY AND REGULARLY ADOPTED this 3rd day of September, 2019.

CITY OF ROHNERT PARK



Gina Belforte, Mayor

ATTEST:



Sylvia Lopez Cuevas, Assistant City Clerk



ADAMS: Aye MACKENZIE: Aye STAFFORD: Aye CALLINAN: Aye BELFORTE: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

City of Rohnert Park

Sewer System Management Plan





City of Rohnert Park Sewer System Management Plan

August 2019

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List of Abbreviations

CCTV	Closed circuit television
CIP	Capital Improvement Plan
CIWQS	California Integrated Water Quality System
FOG	Fats, Oils and Grease
FSE	Food service establishment
FTE	Full Time Equivalent
FY	Fiscal Year
GIS	Geographical Information System
GPS	Global Positioning System
GWDR	General Waste Discharge Requirements
I/I	Infiltration and inflow
LRO	Legally Responsible Official
MH	Manhole, Maintenance Hole
MRP	Master Reclamation Permit
NPDES	National Pollution Discharge Elimination System
OERP	Overflow Emergency Response Plan
OES	Office of Emergency Services
O&M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
PW	Public Works
PWWF	Peak Wet Weather Flows
RP, City	City of Rohnert Park
RRWA	Russian River Watershed Association
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SOP	Standard Operating Procedure
SPA	Specific Plan Area
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
SSU	Sonoma State University
SWRCB	State Water Resources Control Board
WO	Work Order

Introduction

ES-1 Background

This Sewer System Management Plan (SSMP) has been prepared in compliance with requirements of the State Water Resources Control Board (SWRCB) Order No. 2006-0003 adopted May 2, 2006 to require all public wastewater collection system agencies in California with greater than one mile of sewers to be regulated under General Waste Discharge Requirements (GWDR). The SWRCB action, which applies to the City of Rohnert Park (RP, City), also mandates the development of an SSMP and the reporting of SSOs using an electronic reporting system. This Sewer System Management Plan (SSMP) is a compendium of the policies, procedures, and activities that are included in the planning, management, operation, and maintenance of the City's sanitary sewer system.

This SSMP has been prepared by RMC Water and Environment, which entered into a contract with the City for this project on August 2007. City staff updated this SSMP in 2014, and August 2019 as required.

The structure (section numbering and nomenclature) of this SSMP follows the GWDR. The SSMP includes eleven sections, as follows:

- I. Goals
- II. Organization
- III. Legal Authority
- IV. Operation and Maintenance Program
- V. Design and Performance Provisions
- VI. Overflow Emergency Response Plan
- VII. Fats, Oils and Grease Control Program
- VIII. System Evaluation and Capacity Assurance Plan
- IX. Monitoring, Measurement, and Program Modifications
- X. SSMP Audits
- XI. Communication Plan

ES-2 System Overview

The City's sanitary sewer system facilities include 95.7 miles of gravity sewers, 10.6 miles of force mains, 16 inverted siphons, and three pump stations. The City is not responsible for maintenance of sewer service laterals.

The majority of facilities were installed between 1956 and 1980 and the average age is estimated to be 30 years. Pipe sizes range from 6 to 30 inches in diameter with 91 percent at 12 inches or less.

ES-3 Definitions

Best Management Practices (BMP)

Refers to the procedures employed in commercial kitchens to minimize the quantity of grease that is discharged to the sanitary sewer system. Examples include scraping food scraps into a garbage can and dry wiping dishes and utensils prior to washing.

Building Lateral

Refers to a sewer on private property serving a specific building or property and maintained by the owner thereof. The building lateral connects to the street lateral at the property line.

California Integrated Water Quality System (CIWQS)

Refers to the State Water Resources Control Board online electronic reporting system that is used to report SSOs, certify completion of the SSMP, and provide information on the sanitary sewer system. The electronic reporting requirement became effective on May 2, 2007 in Region 2.

Capital Improvement Plan (CIP)

Refers to the document that identifies future capital improvements to the City's sanitary sewer system.

City

Refers to the City of Rohnert Park.

Closed Circuit Television (CCTV)

Refers to the process and equipment that is used to internally inspect the condition of gravity sewers.

Fats, Oils, and Grease (FOG)

Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

Food Service Establishment (FSE)

Refers to commercial or industrial facilities where food is handled/prepared/served that discharge to the sanitary sewer system.

Force Main

Refers to a pressure sewer that conveys wastewater from a lift station or pump station to a gravity sewer or other discharge point.

Full-time Equivalent (FTE)

Refers to the equivalent of 2,080 paid labor hours per year by a regular, temporary, or contract employee.

General Waste Discharge Requirements (GWDR)

Refers to the State Water Resources Control Board Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated May 2, 2006.

Geographical Information System (GIS)

Refers to the City's system that it uses to capture, store, analyze, and manage geospatial data associated with the City's sanitary sewer system assets.

Global Positioning System (GPS)

Refers to the handheld unit that is recommended to determine the longitude and latitude of sanitary sewer overflows for use in meeting CIWQS reporting requirements.

Grease Removal Device

Refers to grease traps and grease interceptors that are installed to remove FOG from the wastewater flow at food service establishments.

Infiltration/Inflow (I/I)

Refers to water that enters the sanitary sewer system from storm water and groundwater and increases the quantity of flow. Infiltration enters through defects in the sanitary sewer system after flowing through the soil. Inflow enters the sanitary sewer without flowing through the soil. Typical points of inflow are holes in manhole lids and direct connections to the sanitary sewer (e.g. storm drains, area drains, and roof leaders).

Legally Responsible Official (LRO)

Refers to the individual who has the authority to certify reports and other actions that are submitted through CIWQS.

Maintenance Hole (MH)

Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection.

Office of Emergency Services (OES)

Refers to the Governor's Office of Emergency Services.

Preventative Maintenance (PM)

Refers to maintenance activities intended to prevent failures of the sanitary sewer system facilities (e.g. cleaning, CCTV, repair).

Pump Station

Refers to a point in the collection system where the elevation of the wastewater is raised, using pumps, and is discharged into a nearby gravity sewer.

Regional Water Quality Control Board (RWQCB)

Refers to the North Coast Regional Water Quality Control Board.

Sanitary Sewer Overflows (SSOs)

Refers to the overflow or discharge of any quantity of partially treated or untreated wastewater from the sanitary sewer system at any point upstream from the wastewater treatment plant. SSOs typically are caused by blockages, pipe failure, pump station failure, or capacity limitation.

Sewer Service Lateral

Refers to the pipeline connecting a property to the sewer main. It includes both the building sewer and the street lateral.

Sanitary Sewer System

Refers to the portion of the sanitary sewer facilities that are owned and operated by the City.

Standard Operating Procedures (SOP)

Refers to written procedures that pertain to specific activities employed in the operation and maintenance of the sanitary sewer system.

State Water Resources Control Board (SWRCB)

Refers to the California Environmental Protection Agency State Water Resources Control Board and staff responsible for protecting the State's water resources.

Street Lateral

Refers to the portion of the privately owned lateral that connects the sewer main to the building lateral at the property line.

Supervisory Control and Data Acquisition (SCADA)

Refers to the system that is employed by the City to monitor the performance of its pump stations and to notify the operating staff when there is an alarm condition that requires attention.

Work Order (WO)

Refers to a document (paper or electronic) that is used to assign work and to record the results of the work.

Element 1 Goals

This SSMP element formally states the goals the City has established for the management, operation and maintenance of the wastewater collection system. These goals provide focus for City staff in the management of the City's wastewater collection system.

The requirements of the GWDR are:

The collection system agency must develop goals to properly manage, operate, and maintain all parts of its wastewater collection system in order to reduce and prevent SSOs, as well as to mitigate any SSOs that occur.

The goals of the City's SSMP are:

1. To properly manage, operate, and maintain all portions of the City's wastewater collection system.
2. To provide adequate capacity to convey the peak wastewater flows. Adequate capacity, for the purposes of this SSMP, is defined as the capacity to convey the peak wastewater flows that are associated with the design storm event.
3. To reduce the frequency of SSOs and, wherever possible, prevent SSOs.
4. To mitigate the impacts that are associated with any SSO that may occur.
5. To meet all applicable regulatory notification and reporting requirements.

Element 2 Organization

The intent of this section of the SSMP is to identify City staff who are responsible for implementing this SSMP, responding to SSO events, and meeting the SSO reporting requirements. This section also includes the designation of the Legally Responsible Official (LRO) to meet SWRCB requirements for completing and certifying spill reports.

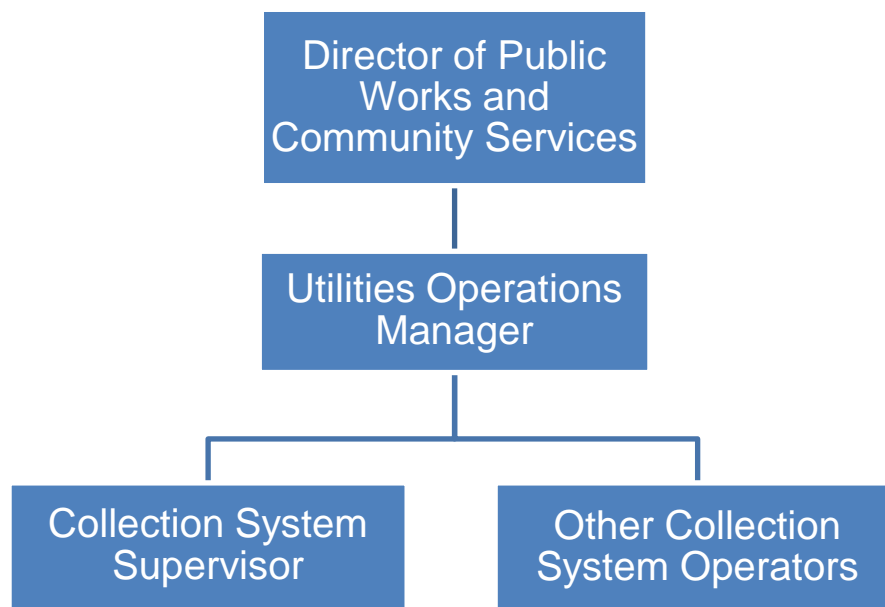
The requirements of the GWDR are:

- a. The name of the responsible or authorized representative;***
- b. The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. Include lines of authority as shown in an organization chart or similar document with a narrative explanation; and***
- c. The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (e.g. County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).***

2.1 Organization Chart

The organization chart for the management, operation, and maintenance of the City's wastewater collection system is shown on **Figure 2-1**.

Figure 2-1: Organization Chart for Management, Operation and Maintenance of the City's Wastewater Collection System



2.2 Authorized Representative

The City's authorized representative in all wastewater collection system matters is the Utilities Operations Manager. The Utilities Operations Manager is the Legally Responsible Official and is authorized to submit and certify electronic and written spill reports to the SWRCB, the RWQCB, the County Health Agency, and the Governor's Office of Emergency Services.

An identified Collection System Supervisor, or the City's Environmental Coordinator is to act as the Authorized Representative in the Utilities Operations Manager absence. The identified Collection System Supervisor, or Environmental Coordinator is authorized to submit verbal, electronic, and written spill reports to the SWRCB, the RWQCB, the County Health Agency, and the Governor's Office of Emergency Services.

2.3 Responsibility for SSMP Implementation

The Utilities Operations Manager has overall responsibility for developing, implementing, periodically auditing, and maintaining the City's SSMP. Other City Staff responsible for developing, implementing, and maintaining specific elements of the City's SSMP, along with their job titles and contact information, are shown in **Appendix A**.

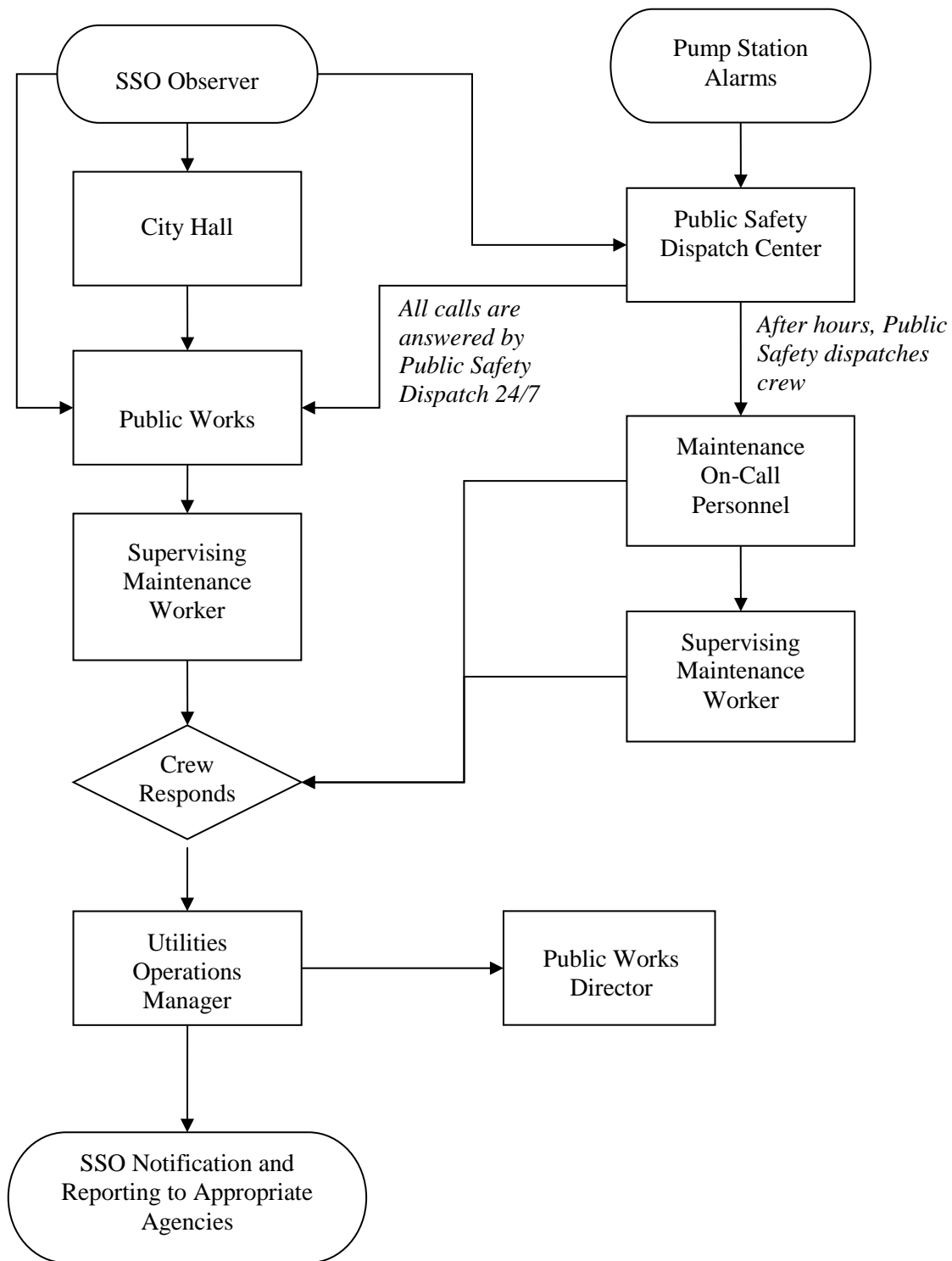
The Utilities Operations Manager is responsible for the operation and maintenance of the City's wastewater collection system.

The identified Maintenance Worker is responsible for the City's response to SSO events and other wastewater collection system emergencies during business hours. The Utilities Operations Manager is responsible for the City's response to SSO events after hours, on weekends, and on holidays

2.4 SSO Reporting Chain of Communication

The SSO Reporting Chain of Communication is shown in **Figure 2-2**. The SSO reporting process and responsibilities are described in detail in Section 4 – Overflow Emergency Response Plan.

Figure 2-2: SSO Reporting Chain of Communications



Element 3 Legal Authority

This element of the SSMP discusses the City's Legal Authority, including its Municipal Code and agreements with other agencies. This section fulfills the Legal Authority requirement for the SWRCB SSMP requirements.

The requirements of the GWDR are:

Demonstrate, through collection system use ordinances, service agreements, or other legally binding procedures, that the City possesses the necessary legal authority to:

- a. Prevent illicit discharges into its wastewater collection system (examples may include infiltration and inflow (I/I), storm water, chemical dumping, unauthorized debris and cut roots, etc.);***
- b. Require that sewers and connections be properly designed and constructed;***
- c. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;***
- d. Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and***
- e. Enforce any violations of its sewer ordinances.***

3.1 Sanitary Code

The City has a Sanitary Code section of their Municipal Code that was first adopted in 1975 and most recently amended in 2011. The Sanitary Code is available on the City's website (www.rpcity.org). The Sanitary Code provides the City with the legal authority to:

- Prevent illicit discharges to sanitary sewer system;
- Require sewers and connection be properly designed and constructed;
- Access buildings, structures, or premises (including laterals) to secure compliance with the Sanitary Code;
- Limit discharge of fats, oils, and grease and debris that may cause blockages;
- Require the installation of grease removal devices; and
- Enforce violations of the City's sewer ordinances.

3.1.1 Prevention of Illicit Discharges

The Sanitary Code prevents against illicit discharges to the sanitary sewers as follows:

- *No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through, interference, or is listed in the Specific Prohibition in sub-section B...These general prohibitions apply to all users discharging to the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements. (§13.36.020); and*
- *No person shall make connection of roof downspouts, area drains, foundation drains, or other surface or subsurface runoff or groundwater to a city sewer, building sewer, sewer lateral, or any line which is directly or indirectly connected to a city sewer (§13.16.040).*

3.1.2 Proper Design and Construction of Sewers and Connections

The Sanitary Code requires the proper design and construction of sewers and connections as follows:

- *The owner of any parcel...is required to install, at his or her sole expense, a connection with the public sewer in accordance with the provisions of this title... (§13.16.010);*
- *All design and construction of city sewers shall conform to the requirements of Chapters 13.08 to 13.52 of this code, the California Plumbing Code and other applicable regulations adopted by the city, applicable city standards and the plans and specifications for the construction approved by the city engineer (§13.24.010);*
- *All design and construction of sewer laterals, including the portion of the sewer lateral located on private property, shall conform to the requirements of Chapters 13.08 through 13.52 of this code, the California Plumbing Code and other applicable regulations adopted by the city, applicable city standards and the plans and specifications for the construction approved by the city engineer (§13.26.010); and*
- *Construction, alternation, or connection to any city sewer or appurtenances shall be made by an appropriately licensed contractor. All applicable permits...shall be obtained for the work (§13.24.020).*

3.1.3 Access and Responsibility for Laterals

The Sanitary Code provides access to and assigns responsibility for the maintenance, inspection, and repair of sewer laterals as follows:

- *The city engineer shall have the right to enter the premises of any user announced or unannounced, to determine whether the user is complying with all requirements of city ordinances...Any entry upon private property shall be in accordance with Section 13.52.135 of this ordinance (§13.48.320);*
- *The user shall be responsible for maintaining a clear, unobstructed sewer lateral from the user's premises to the city sewer. The owner of any premises is responsible for the maintenance of the sewer service lateral, including both the building sewer and the street lateral. (§13.26.030); and*
- *The owner of any premises is also responsible for the condition, maintenance, operation and repair of the building sewer. The owner shall perform all necessary repairs, including replacement, of the building sewer to keep it in good condition and free from structural defects, cracks, breaks, openings, and missing portions (§13.26.030).*

Chapter 13.26 of the Sanitary Code also details a program for building lateral inspection and certification which, beginning in July 2008, requires testing, inspection, and certification of all building laterals meeting certain requirements as detailed in §13.26.045 and §13.26.060.

3.1.4 Limit Discharges of Fats, Oils and Grease, and Debris

The Sanitary Code limits the discharges of fats, oils and grease (FOG), and debris to the sewer system in the following manners:

- *No person shall discharge or cause to be discharged to a city sewer...any ashes, cinders, sand, mud, straw, leaves, grass cuttings, metal, glass, ceramics, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of either causing obstruction to the flow in sewers or interfering with the proper sewerage system operation and/or maintenance (§13.36.020.B);*

- *No person shall discharge or cause to be discharged, to a city sewer, any of the following without first obtaining a sewer use permit that specifically permits such industrial waste discharge characteristics:*
 - (1) *Discharge of fats, oils, and/or greases of animal or vegetable origin in concentrations greater than 250 mg/L (§13.36.050); and*
- *Grease, oil, and sand interceptors or other grease removal device shall be provided by the user when, in the opinion of the city engineer, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, sand or other harmful ingredients (§13.48.300).*

3.1.5 Enforcement Measures

Chapter 13.52 of the Sanitary Code provides the City with the ability to enforce its provisions, including:

- Notice of Violation (§13.52.020);
- Administrative Order (§13.52.020B);
- Administrative fines (§13.52.030);
- Water supply severance (§13.52.080);
- Wastewater discharge permit revocation/termination of service (§13.52.150);

3.2 Agreements with Satellite Collection Systems

The City has agreements with the Regents of the California State University (State) and with Sonoma County (County) to serve three satellite collection systems: Sonoma State University (SSU); Canon Manor West; and Federated Indians of Graton Rancheria.

3.2.1 Sonoma State University

The City first signed an agreement with the State to serve Sonoma State University with sanitation facilities and sewage treatment and disposal in 1964. The agreement was most recently updated in 1980. A copy of the 1980 agreement is included as **Appendix B**. Under this agreement, the City accepts sewage collected at SSU for treatment but does not provide design, operations, or maintenance of sanitation facilities on SSU property. The 1980 agreement states that the State agrees to collect and convey sewage to the City in such a manner as to comply with all applicable laws, rules, and regulations (Section 6, Page 5). The 1980 agreement also includes specific limitations and prohibitions to minimize infiltration and inflow (I&I) including:

- Identification and abatement of inflow from storm and surface waters, land and roof drainage, and cooling water (Section 8, Page 5);
- Proper design, construction, and testing of new sewer (Section 8, Page 5); and
- Utilizing at least 5 percent of the annual Operations and Maintenance identification and elimination of I/I (Section 8, Page 6).

The agreement also includes an affirmation that all sewage discharged from SSU will meet City requirements for quality, characteristics, and prohibited substances contained in the City's Sanitary Code (including FOG) and applicable regulations (Section 8, Page 6).

3.2.2 Canon Manor West

The City signed an agreement with the County to serve Canon Manor West in 2001. Canon Manor West is an unincorporated area of the County located adjacent to the City's eastern boundary and within the City's sphere of influence. A copy of this agreement is included as **Appendix C**. Under this agreement, the City

reviews construction plans, operates and maintains the wastewater collection system, and accepts sewage collected at Canon Manor West for treatment. The agreement allows the City to apply service rules, regulations, and standards for the Canon Manor West wastewater system (Section 8, Page 5).

3.2.3 Federated Indians of Graton Rancheria

The City signed an agreement with the Federated Indians of Graton Rancheria in 2012. The Graton Rancheria is an unincorporated area of the County located adjacent to the City's western boundary and within the City's sphere of influence. A copy of this agreement is included as **Appendix K**. Under this agreement, the Graton Rancheria constructed the facilities to City standards and is responsible for the maintenance of the wastewater collection system on their property, the City accepts sewage collected at Graton Rancheria that is pumped through a City owned and maintained force main to the City's pumping facility located at 201 J. Rogers Lane.

Element 4 Operation and Maintenance Program

This element of the SSMP discusses the City's Operations and Maintenance (O&M) Program, including collection system maps, preventive maintenance, rehabilitation and replacement plan, O&M equipment, and employee training. This section fulfills the Operations and Maintenance Program requirement for the SWRCB SSMP requirements.

The requirements of the GWDR are:

- a. The City must maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments, manholes, pumping facilities, pressure pipes, valves, and applicable storm water conveyance facilities;***
- b. The City must describe routine preventive operation and maintenance activities by staff and contractors; including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance program should have a system to document scheduled and conducted activities, such as work orders;***
- c. The City must develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short and long term plans plus a schedule for developing the funds needed for the capital improvement plan;***
- d. The City must provide equipment and replacement part inventories, including identification of critical replacement parts; and***
- e. The City must provide training on a regular basis for staff in sanitary sewer system operations, maintenance, and require contractors to be appropriately trained.***

4.1 Collection System Map

The City has paper-based maps of its sewer system. The paper-based maps are produced from a master base map first drafted from 1:300 photographs in 1975. The master base map has been updated numerous times, most recently in 2000. The maps include gravity sewers (including pipe diameter), the direction of sewage flow, manholes, cleanouts, streets names, and right-of-ways.

The City has an ArcGIS Geographical Information System (GIS) database of their sewer system facilities to generate sewer maps. Field staff are responsible for marking up paper maps or computerized maintenance management system (CMSS) indicating discrepancies or errors identified through field verification. Field supervisors review discrepancies and errors identified and transmit requested changes to the GIS staff.

The, City's engineering department is responsible for updating GIS maps as facilities are added, rehabilitated, and as corrections are identified through field work. High priority changes (changes that

could result in an SSO) will be incorporated into the GIS within 60 days. Low priority changes will be incorporated into the GIS on an annual basis. Sewer system map sheets for field use will be printed and distributed to the field crews as they are updated.

4.2 Preventive Maintenance

4.2.1 Preventive Maintenance Activities

Gravity Sewers

The City performs preventive cleaning of its gravity sewers. The City has a goal of cleaning or inspecting gravity sewer lines 12 inches or smaller every six years. Problem sewer line segments are cleaned every 30, 90, 180 or 365 days. Problem sewer lines can be identified during routine cleanings, manhole inspections, and from customer calls. **Appendix D** contains a list of the lines on the 30-, 90-, 180- or 365-day maintenance schedules. The frequency of line cleaning is subject to increase or decrease on a case by case basis, dependent on the field crew's feedback from observations during cleaning. Lines 15 inches or smaller in diameter (representing 93% of the total system length) can be cleaned by the City using its high velocity combination cleaner. Lines greater than 15 inches in diameter (representing 7% of the total system length) are inspected by the City (using visual or CCTV inspection methods) and they will be cleaned by contractors if needed. Cleaning of gravity sewers is tracked in the field on paper log sheets or CMSS.

Manholes

Currently, minor repairs on manholes are performed at the time of detailed manhole inspection. Major repair issues are noted and added to a list to be fixed at a future date. Manhole inspection records are tracked in the field on paper log sheets or CMSS. City cleaning crews document the existence of manhole maintenance defects (e.g. roots, grease, debris) found during sewer cleaning activities and identify whether an additional condition assessment inspection needs to be performed (e.g. structural defects). Through this process, every manhole in the system will be inspected by either a cleaning crew, manhole inspection crew, or both in a six year-year cycle in conjunction with the system-wide sewer cleaning program. The manhole condition assessment inspections focus on recording the severity of manhole issues in a code-based format. Manhole inspection records are compiled and all repairs are prioritized based on severity.

Force Mains

The City has two major force mains that connect the City's collection system to the Santa Rosa Subregional System. Air relief valves are inspected and maintained bi-monthly. Force mains are cleaned when conditions warrant. The City's newer force main conveying the City's flows to the Santa Rosa Subregional System is equipped with a pig launcher to allow for cleaning. Cleaning and inspection of the City's older force main conveying the City's flows to the Santa Rosa Subregional Treatment Plant is conducted every two to four years, or as conditions warrant. Force main maintenance is currently recorded on paper log sheets that are stored at the pump stations.

Pump Stations

The City performs daily inspections of Pump Station No. 1 and Pump Station No. 2 (pump stations at the two major force mains that connect the City's system to the Santa Rosa Subregional System). The City performs twice weekly inspection of Pump Station No. 3. Between inspections, the City monitors pump station performance using a Supervisory Control and Data Acquisition (SCADA) system that relays information to a computer at the Public Works Department and that sends notification of pump station alarms to the Public Safety Dispatch Center (see Element 2). Pump station maintenance is completed as needed based on the inspections. Pump station maintenance activities include preventive and corrective

maintenance activities. Pump station maintenance is currently recorded on paper log sheets that are stored at the pump stations or CMMS.

Non-Routine Maintenance

Non-routine maintenance activities include investigation and response to any complaints regarding an overflowing manhole, missing, loose, or noisy manhole covers, private residential plumbing issues, pump station malfunctions, sewer odor complaints, etc.

Non-routine maintenance activities are recorded in the service request system or in hard copy file.

4.2.2 Preventive Maintenance Scheduling and Tracking

The City maintains a database which contains information about each pipe segment and manhole in the collection system. Pipe segment information includes pipe identification number, diameter, length, material, basin number, street name and block number (e.g. 5400 block of Holly St.). Manhole information includes manhole number, rim and invert elevations, X-Y coordinates, and nearest street address (e.g. 5420 Holly St.). Cleaning frequency and manhole inspection information are recorded in the database as discussed above. The database also contains links to As-Built drawings for each pipe line segment and manhole. The City uses the database to query lines needing cleaning by basin number.

The City is evaluating computerized options for planning, tracking and scheduling maintenance activities. The City will complete its evaluation in the near future. The computer-based maintenance management system will be used for gravity sewer, manhole, pump station, and force main maintenance activities.

4.3 Rehabilitation and Replacement Plan

4.3.1 Repair and Replacement Program

Sewer facility replacement or repairs noted during preventive maintenance and condition assessments are completed in one of two ways. The City staff has the capacity to perform some of the sewer facility repairs and replacements. Repair or replacement projects that cannot be completed by City staff are carried out using contractors. Repair or replacement projects that constitute major capital projects are scheduled into the City's Capital Improvement Plan, as discussed below.

4.3.2 Condition Assessment

Closed Circuit Television Inspection Program

The City has performed periodic Closed Circuit Television (CCTV) inspections over the past few years as part of Infiltration and Inflow (I/I) investigations (see Section 8.1.3. in Element 8).

Lateral Inspection and Replacement Program

The City enacted a lateral compliance ordinance in 2007 which requires testing and/or inspection of private sewer laterals under certain conditions, including:

- Application for a new connection to the sewer collection program, or
- Application for a change of use on the premises served from residential to commercial, or from non-restaurant commercial to restaurant commercial, or
- Application for a change of use on the premises served from any other land use to common interest development, or
- Upon determination of the City Engineer that the cleaning and testing is required to abate a nuisance or for the protection of the public health, safety and welfare.

4.3.3 Capital Improvement Plan

The City maintains a Five-Year Capital Improvement Program (CIP). The CIP includes the list of funding sources and schedule of expenditures for each project. The budget for the CIP was adopted in July 2019. The City's CIP includes manhole repairs to reduce I/I, pipe linings, pump station upgrades, and sewer mains and lateral repair and replacements (including condition assessment for pre-design). The City will incorporate a separate project for condition assessment into the CIP in the future.

4.4 Equipment

The list of major equipment that the City uses in the operation and maintenance of its collection system and pump stations is included in **Appendix E**.

The City maintains contracts with local suppliers and contractors to obtain parts and labor for emergency repairs. A list of local suppliers and contractors is included in **Appendix F**.

4.5 Training

Currently, employee O&M program training includes information training through in-house classes, on-the-job training, conferences, seminars, etc. In-house training included Overflow Emergency Response Training. The City will continue to utilize resources of professional organizations (e.g. CWEA) for other types of training and encourages employees to participate in conferences and seminars.

The City tracks training activities in an electronic form. The electronic form includes the dates of attendance, contact hours earned, and indication if a certificate of training is kept on file.

Through contracts and specifications, the City will also require that contractors performing maintenance and CCTV inspection work on the City's collection system facilities are properly trained. Contractors are responsible for understanding the City's sewer facilities and the potential impacts the work the contractor is performing can have in creating SSOs.

Element 5 Design and Performance Provisions

This element of the SSMP provides a summary of the City's design and performance provisions for new and existing sewer facilities.

The requirements of the GWDR are:

The City must have design and construction standards and specifications for the installation of new sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sewer systems.

The City must have procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

5.1 City Manual of Standards, Details and Specifications

The City has a Manual of Standards, Details and Specifications (Manual) that includes sewer facilities. The manual is available on the City's website (www.rpcity.org). The published version of the Manual was updated in July 2014.

The Manual consists of three volumes and covers sewer mains, manholes, rodding inlets, sewer laterals, and lift stations. Details and specifications for other types of sewer facilities are provided as needed, on a project by project basis.

5.2 Design and Construction Standards for Installation, Rehabilitation, and Repair of Sewer Systems

Volume 1 of the Manual includes design requirements for sewer facilities such as allowed or banned materials, separation distance from other utilities, sizing criteria, and others.

Volume 3 of the Manual includes construction specifications for installed facilities including sewers, manholes and sewer laterals.

5.3 Procedures and Standards for Inspection and Testing of New and Rehabilitated Facilities

Volume 3 of the Manual includes testing procedures for installed facilities including sewers, manholes and sewer laterals.

Element 6 Overflow Emergency Response Plan

This section of the SSMP provides a summary of the City's overflow emergency response plan. This section fulfills the Overflow Emergency Response Plan (OERP) requirement of the SWRCB SSMP requirements.

The requirements of the GWDR are:

The City shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- a. Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;*
- b. A program to ensure appropriate response to all overflows;*
- c. Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, regional water boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Master Reclamation Permit (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDR or National Pollution Discharge Elimination System (NPDES) permit requirements. The SSMP should identify the officials who will receive immediate notification;*
- d. Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;*
- e. Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and*
- f. A program to ensure that all reasonable steps are taken to contain untreated wastewater and prevent discharge of untreated wastewater to waters of the United States and minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.*

The City's OERP is included in **Appendix G**. The OERP includes information on:

- SSO detection from various mechanisms such as the public, SCADA alarms, City staff;
- SSO response procedures including safety, initial response steps, and spill containment measures;
- Recovery and cleanup after an SSO event;
- Public notification of an SSO, as necessary;
- Water quality testing requirements after an SSO, as necessary;
- Investigation and documentation of SSO event causes and response;
- SSO reporting to City staff and to external agencies;
- Equipment necessary for overflow emergencies; and
- Training activities to prepare for overflow events.

Element 7 Fats, Oils and Grease Control Program

This section of the SSMP discusses the City's Fats, Oils, and Grease (FOG) control measures, including identification of problem areas, focused cleaning, and source control. This section fulfills the FOG Control Program requirement for the SWRCB SSMP requirements.

The requirements of the GWDR are:

The City shall evaluate its service area to determine whether a FOG control program is needed. If the City determines that a FOG program is not needed, the City must provide justification for why it is not needed. If FOG is found to be a problem, the City must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. The FOG source control program shall include the following as appropriate:

- a. An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;*
- b. A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;*
- c. The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;*
- d. Requirements to install grease removal devices (such as traps or interceptors) design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;*
- e. Authority to inspect grease producing facilities, enforcement authorities, and whether the City has sufficient staff to inspect and enforce the FOG ordinance;*
- f. An identification of sewer system sections subject to FOG blockages and establish a cleaning maintenance schedule for each section; and*
- g. Development and implementation of source control measures, for all sources of FOG discharged to the sewer system, for each sewer system section identified in (f) above.*

7.1 FOG Source Control Program

The City and City of Santa Rosa (Santa Rosa) have signed an Inspection Services Agreement (City Council Resolution No. 91-146, authorized in 1991) that Santa Rosa will provide Commercial/Industrial Inspection Services including notification to users of non-compliance, issuing and renewing discharge permits, interviews, sampling and monitoring, reporting, record keeping, and related services. A copy of the Agreement is included as **Appendix H**.

Under this agreement, the City of Santa Rosa provides the FOG Source Control Program in the City's service area. The program is focused on food service establishments and includes plan review and specification of grease removal equipment (based on Uniform Plumbing Code sizing criteria), permitting, compliance inspections, and enforcement. Santa Rosa requires food service establishments to employ Best Management Practices.

7.2 Public Education Outreach Program

The Russian River Watershed Association (RRWA), of which the City is a member, provides a regional public education program on the proper handling of household grease. RRWA provides program support including door hangers and stickers for turkey fryers to educate the public on the proper disposal of FOG. The RRWA publishes a monthly environmental column in many local area newspapers and rotates in articles about proper grease and oil disposal, especially during the winter holiday season. The FOG Program section of the RRWA website provides the public with advice on how to take grease “Keep your pipes fat-free” and includes a list of locations where large and small quantities of cooking oil can be deposited for proper disposal and bio-diesel processing. Information about the RRWA FOG Program is available to the public online (www.rrwatershed.org/FOG).

7.3 Disposal of FOG

Local grease haulers can dispose of grease at a variety of regional locations including wastewater treatment plants (e.g. East Bay Municipal Utility District Treatment Facility in Oakland) and rendering facilities (e.g. Ukiah, South San Francisco, Sacramento, Chico).

As discussed in Section 7.2 Public Education Outreach Program, the RRWA maintains a list of locations where residents can take grease for disposal. The RRWA list can be found on their website (www.rrwatershed.org/FOG). <https://zerowastesonoma.gov/materials/oil-cooking-grease>

7.4 Legal Authority to Prohibit Discharges

The City has the legal authority to prohibit discharges of FOG to the wastewater collection system. See Element 3 Legal Authority for additional discussion of the City’s legal authority relating to FOG control.

7.5 Requirements to Install Grease Removal Devices

Section 13.48.300 of the City’s Municipal Code requires the installation of a grease interceptor when necessary, as decided by the City Engineer. Santa Rosa, who issues the Non-Residential Food Service Discharge Permits in the City’s service area as part of the Source Control program, has an Interceptor Policy that specifies the requirements for interceptor sizing. A copy of the Interceptor Policy is included as **Appendix I**. The Santa Rosa Discharge Permit specifies the maintenance, record keeping, and reporting requirements the permit holder has to meet relative to their grease removal device.

7.6 Authority to Inspect and Regulate Grease Producing Facilities

The Inspection Services Agreement and the City’s Sanitary Code provide Santa Rosa’s inspectors with the right of entry onto properties in Rohnert Park. The Inspection Services Agreement establishes that Santa Rosa shall refer dischargers who are in violation of the Rohnert Park Sanitary Code to the Sonoma County District Attorney for prosecution. Prior to prosecution, Santa Rosa and the City work collectively to bring the discharger into compliance. Santa Rosa, working with City staff, will 1) provide a verbal warning of violation, 2) send a Notice of Violation to the discharger, 3) hold an administrative hearing with the Discharger, and 4) send an Order to Cease and Desist Sewer Discharge contingent upon installation of a grease interceptor. If a Discharger does not comply after all four of these actions have been tried, prosecution can be sought against the Discharger.

7.7 Identification of Grease Problem Areas and Sewer Cleaning

Sewer lines with excessive grease are identified during routine cleanings, from customer calls, or during manhole inspections. When a line is identified as having a grease-related problem, it is put on a monthly, quarterly, or annual sewer cleaning cycle as appropriate to manage grease buildup.

Element 8 System Evaluation and Capacity Assurance Plan

This section of the SSMP discusses the City's plan for maintaining adequate hydraulic capacity in the sewer system, including flow monitoring, hydraulic analysis, infiltration and inflow analysis, and capital improvements. This section fulfills the System Evaluation and Capacity Assurance Plan requirement for the SWRCB SSMP requirements.

The requirements of the GWDR are:

The City must evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events. Where design criteria do not exist or are deficient, the City must establish appropriate design criteria

The City must establish a short- and long-term capital improvement plan (CIP) to address identified hydraulic deficiencies including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding. The City shall develop a schedule of completion dates for all portions of the CIP. This schedule shall be reviewed and updated at least every two years.

8.1 Capacity Evaluation

Over the past 12.5 years, the City has not experienced SSOs caused by inadequate hydraulic capacity. However, since 1999, the City has had a program to quantify flows in the system through flow monitoring, identify sources of infiltration/inflow (I/I) that contribute to peak flows, and identify potential capacity deficiencies based on hydraulic modeling.

8.1.1 Flow Monitoring and Flow Quantification

Total flows in the system are measured on the discharge end of the pump station to the wastewater treatment plant. Flows are also measured at the connection from Sonoma State University. Wet weather flow monitoring in the collection system was conducted in 2016 covering all 28 sewer drainage basins. The flow monitoring data was analyzed to estimate peak I/I and peak wet weather flow (PWWF) for a specified design storm. The design storm is a synthetic 5-year, 6-hour duration rainfall event as defined in NOAA Western U.S. Precipitation Frequency Maps Atlas 2, 1973.

8.1.2 Hydraulic Analysis

The City has developed a hydraulic model which includes all pipes in the existing sewer system. The model was developed and is run by a consultant to the City. Flows in the model are based on the results of flow monitoring projected to 5-year design storm, as described above. The model has been used to quantify flows in each pipe and identify potential capacity deficiencies based on hydraulic evaluation criteria. The criteria specify the maximum allowable flow depth to diameter ratio (d/D) based on pipe size, ranging from 0.7 for 6-inch pipe to 0.9 for 30-inch pipe.

The City has also incorporated flows from future development areas into the model, specifically for six Specific Plan Areas (SPAs) as well as infill. For evaluating flows from future development, the City has established flow criteria for determining base wastewater flow, peak dry weather flow, I/I, and peak wet weather flow. The model has been used to identify and optimize tie-in points of new development and existing sewers to a major new trunk sewer, the Eastside Trunk Sewer (see discussion in Section 8.2). The model will be updated in the future whenever significant changes to planned development are proposed. The City will also monitor total flows in the system as measured at the downstream pump station to identify if flows are consistent with planned flows as predicted by the modeling.

8.1.3 I/I Analysis

The City has an ongoing I/I reduction program as part of an overall regional effort for the Santa Rosa Subregional Wastewater Reclamation System. In addition to flow monitoring, flow analysis, and modeling, described above, the City has conducted I/I source detection field work, including manhole inspections and closed-circuit television (CCTV) inspection, to identify specific sources of I/I in sewer basins identified as having the highest I/I contributions. This information has been used to estimate the amount of I/I that could be reduced through I/I correction projects. Some projects have been implemented, as described below.

8.2 Capacity Assurance Plan

In 2005, the City constructed a parallel force main to the Santa Rosa Subregional Water Reclamation Plant to provide sufficient capacity to convey existing and future peak wet weather flows and to provide redundancy under dry weather flows. The City also constructed a new pump station and dual force mains to provide service to the new sewer system in the Canon Manor area.

The City's Five-Year Capital Improvement Program (CIP) currently includes two projects related to capacity:

- **Eastside Sewer Project (CIP #WW-07).** The Eastside Sewer is a new 18- through 42-inch diameter pipeline that will provide capacity for development of new SPAs and capacity relief for the existing sewer system. Phase I of the project was completed in 2008. Phase II of the project was completed in 2014. And the final Phase III was completed in 2015.
- **I/I Reduction Program (CIP #WW-01).** This program, currently budgeted at \$100,000 per year, is targeted at reducing I/I as part of overall regional effort to reduce flows to the wastewater treatment plant. Previous phases of the program have included flow monitoring and source detection, as described above. A manhole rehabilitation project is conducted each year targeting the most severe infiltration locations.

The City conducts annual analysis and verification of model results to determine if additional capacity projects should be added to the CIP. Such work will include ongoing monitoring of total system flows (as measured at downstream pump stations) to track flow trends and flow response during large storm events; field inspection of manholes to verify flow depth in sewers during peak flow periods; and possible additional flow monitoring in the system and/or refinements to the hydraulic model if considered warranted. Based on these additional analyses, the City determines whether additional capacity improvement projects need to be added to the CIP.

Element 9 Monitoring, Measurement, and Program Modifications

This section of the SSMP discusses the City's plan for measuring wastewater collection system performance, the baseline performance, and plans for changing SSMP activities based on future performance analyses. This section fulfills the Monitoring, Measurement and Program Modifications requirement for the SWRCB SSMP requirements.

The requirements of the GWDR are:

- a. Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;***
- b. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;***
- c. Assess the success of the preventative maintenance program;***
- d. Update program elements, as appropriate, based on monitoring or performance evaluations; and***
- e. Identify and illustrate SSO trends, including: frequency, location, and volume.***

9.1 Monitoring Information

The City will maintain information that can be used in SSMP performance monitoring in various formats including:

- Gravity sewer and manhole Access database;
- Overflow Field Response Forms;
- GIS databases; and
- CIWQS database.

9.2 Performance Measures

The indicators that the City will use to measure the performance of its wastewater collection system and the effectiveness of its SSMP are:

- Total number of SSOs (normalized as number of SSOs per 100 miles of wastewater collection system pipe length);
- Number of SSOs for each cause (roots, grease debris, pipe failure, capacity, pump station failures, and other);
- Portion of sewage contained compared to total volume spilled; and
- Volume of spilled sewage discharged to surface water.

9.3 Baseline Performance

The City's baseline performance for the total number of SSOs is summarized in **Table 9-1** and in

The City's baseline for the total volume spilled and total volume recovered is summarized below:

Table 9-1: Number of SSOs from 2000 to 2018

Calendar Year	SSOs From City Facilities	# SSOs per 100 miles of sewers (gravity and force mains)
2018	1	1
2017	4	4
2016	1	1
2015	1	1
2014	0	0.0
2013	0	0.0
2012	2	2.0
2011	0	0.0
2010	3	3.1
2009	0	0.0
2008	0	0.0
2007	0	0.0
2006	0	0.0
2005	1	1.2
2004	0	0.0
2003	1	1.2
2002	2	2.4
2001	4	4.7
2000	2	2.4

Figure 9-1: Trend of SSOs per Year (2000 to 2018)

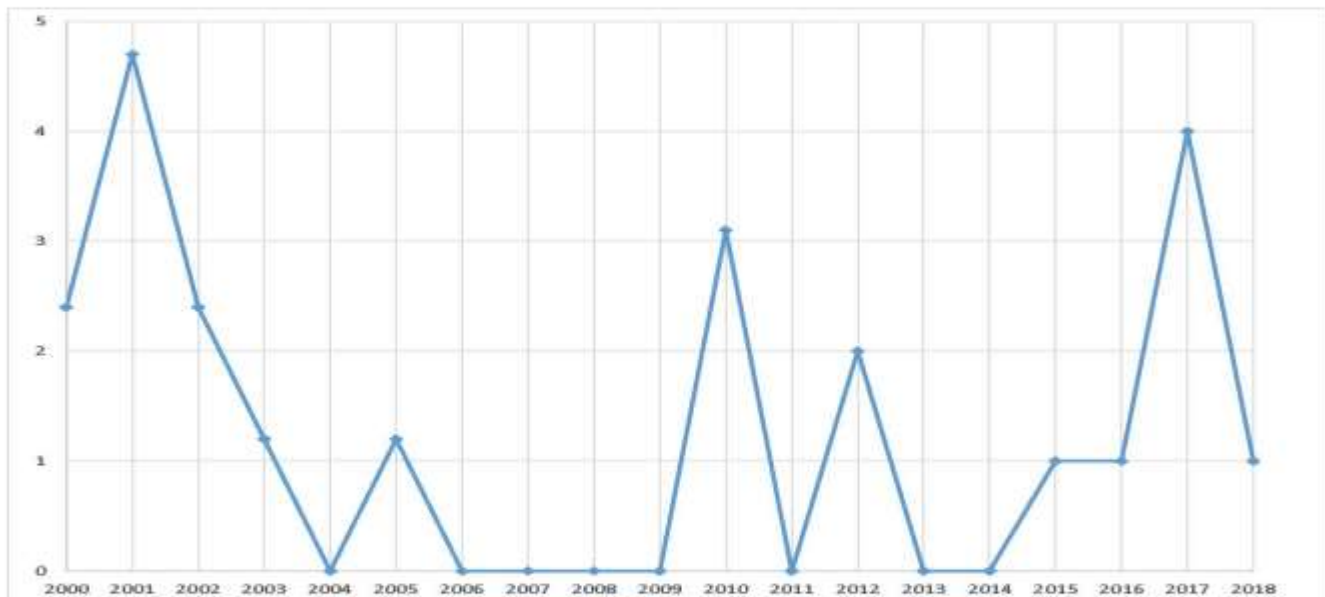


Table 9-2: Volume Spilled and Recovered from 2000 to 2018

Calendar Year	Total Volume Spilled (gallons)	Total Volume Recovered (gallons)			% Recovered
2018	70	0			0
2017	167	62			37%
2016	300	0			0
2015	30	30			100%
2014	0	0			0
2013	0	0			N/A
2012	385	385			100%
2011	0	0			N/A
2010	25	25			100%
2009	0	0			N/A
2008	0	0			N/A
2007	0	0			N/A
2006	0	0			N/A
2005	945	0			0%
2004	0	0			N/A
2003	300	0			0%
2002	800	0			0%
2001	3,060	60			2%
2000	960	60			6%

9.4 Performance Monitoring and Program Changes

The City will evaluate the performance of its wastewater collection system annually using the performance monitoring information and measures identified in Sections 9.1 and 9.2. The City will update the data and analysis in Section 9.3 at the time of the evaluation.

The City will prioritize its actions and initiate changes to this SSMP and the related programs based on the results of the evaluation and consistent with the requirements and timing of SSMP Audits and Updates (See Element 10 SSMP Audits).

Element 10 SSMP Audits

The requirements of the GWDR are:

The City shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the City's compliance with the SSMP requirements, including identification of any deficiencies in the SSMP and steps to correct them.

10.1 SSMP Audits

The City will audit its SSMP at least every two years. The audit will determine whether the SSMP:

- Meets the current requirements of the GWDR;
- Reflects the City's current practices and procedures; and
- Is being followed by the City.

The audit will be completed on or before August 1, 2016, and will cover the previous two calendar years. The audit will be conducted by a team of City Public Works Department staff. The audit team may also include members from other areas of the City (e.g. Engineering), outside agencies, and/or contractors.

The scope of the audit will cover each of the sections of the SSMP. The Audit Checklist, based on the current requirements of the GWDR, will be used to conduct the audit and is included in **Appendix J**. The results of the audit, including the identification of any deficiencies and the steps taken or planned to correct them, will be included in an Audit Report.

The Audit Report will be completed and filed within 60 days of the audit. Copies of the Audit Reports will be maintained by the City for five years.

10.2 SSMP Updates

The City will update its SSMP at least every five years. The first update will be completed on or before August 1, 2019. The City may determine the need to update the SSMP more frequently based on the results of the bi-annual audit and the performance of its sanitary sewer system using information from the Monitoring and Measurement Program (See Element 9). If it is determined that an update is warranted, the process to complete the update will be identified.

Consistent with the SSMP re-certification requirements, the City Staff will seek approval from the City Council for any significant changes to the SSMP. The authority for approval of minor changes (e.g. employee names, contact information, limited procedural changes) is delegated to the Public Works Director or Utilities Operations Manager.

Element 11 Communication Plan

The requirements of the GWDR are:

- 1. The City shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP.*
- 2. The communication system shall provide the public the opportunity to provide input to the City as the program is developed and implemented.*
- 3. The City shall create a plan of communication with systems that are tributary and/or satellite to the City's sanitary sewer system.*

On August 12, 2014, City Council adopted the City's Sewer System Management Plan (<http://cityofrohnertpark.hosted.civiclive.com/common/pages/DisplayFile.aspx?itemId=4553318>)

The City will inform the public of the performance of the wastewater collection system performance as an annual utility bill insert or as announcement in the newspaper or in a report to the City Council.

The City will schedule annual meetings with representatives from Sonoma State University, Sonoma County (Canon Manor), Federated Indians of Graton Rancheria respectively. Information on the development, implementation and performance of the wastewater collection system will be communicated to the representatives of the satellite sewer systems at these annual meetings.

Appendix A - City Staff Contact Information



Rohnert Park Staff Contact Information

City Hall Main Phone Line (707) 588-2227

Public Works Direct Phone Line 24/7 (707) 588-3300

Department of Public Safety Direct Phone Line 24/7 (707) 584-2600

Position	Name	Contact No.
Director of Public Works and Community Services	John McArthur	(707) 588-3301
Utilities Operations Manager	Mark Hendersen	(707) 588-3316
City Engineer	Mary Grace Pawson	(707) 588-2234
Deputy City Engineer	Vanessa Garrett	(707) 588-2251
General Services Supervisor	Tom Kelley	(707) 588-3312
Collection System Supervisor (identified for SSMP implementation responsibilities)	Warren Naumann	(707) 588-3334
GIS Technician	Jahfer Aguirre	(707) 588-2251

**Appendix B - 1980 Agreement with State of California to
serve Sonoma State University**

*File: Wastewater
College sewer agreement*

RESOLUTION NO. 80-29

RESOLUTION APPROVING AGREEMENT WITH STATE OF
CALIFORNIA (Sewer Service for Sonoma State
University)

BE IT RESOLVED by the City Council of the City of Rohnert Park that that certain agreement entitled "Agreement Between the State of California and the City of Rohnert Park for Construction, Operation and Maintenance, Financing, and Use of City of Rohnert Park Sewerage System and Santa Rosa Subregional Sewerage System" be and the same is hereby approved and the Mayor is authorized and directed to execute said agreement for and on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 28th day of January, 1980.

CITY OF ROHNERT PARK

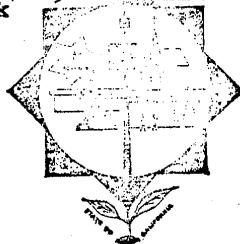
Mayor

AYES: (4) Councilmen Carbone, Hopkins, Stewart and Roberts
NOES: (0) None
ABSENT: (1) Councilman Beary

ATTEST:

Sandra R. Fair

Deputy City Clerk



This agreement dated
January 28, 1980 has
been signed and agreed
to by both SSU & the
City ~ Even though
the State Department of
General Services did not
sign SSU has agreed that
this agreement is valid &
is now the official agreement
for wastewater treatment
services between SSU & the
City of Rohnert Park.

BCP 11/20/80

A G R E E M E N T

BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF ROHNERT PARK, FOR CONSTRUCTION, OPERATION AND MAINTENANCE, FINANCING, AND USE OF CITY OF ROHNERT PARK SEWERAGE SYSTEM AND SANTA ROSA SUBREGIONAL SEWERAGE SYSTEM.

THIS AGREEMENT, made and entered into this 28th day of January 1980th, by and between the STATE OF CALIFORNIA by and through the Trustees of the California State Colleges and the duly appointed, qualified and acting State Director of General Services, hereinafter referred to as STATE, and the CITY OF ROHNERT PARK, a municipal corporation (successor to the Rohnert Park District, a community services district) a political subdivision of the State of California hereinafter referred to as Rohnert Park.

R E C I T A L S

This agreement is predicated on the following facts:

- A. State mandated changes in requirements for sewage treatment, disposal and increases in population have created a need for additional facilities for the transmission, treatment and disposal of sewage.
- B. To protect the health and safety of its citizens, to preserve and enhance their environment, and to provide for future growth in population ROHNERT PARK was required by the State to acquire and construct facilities for the transmission, treatment and disposal of sewage and for reclamation of wastewater and other byproducts of treatment.
- C. STATE and ROHNERT PARK entered into an agreement on May 22, 1964 for the treatment and disposal of sewage from STATE'S Sonoma State University and said agreement has been amended July 1, 1970.
- D. ROHNERT PARK was required by STATE to enter into an agreement with the City of Santa Rosa for that City to treat the wastewater from ROHNERT PARK.
- E. ROHNERT PARK has financed and constructed wastewater pumping and transmission facilities to transport the collected wastewater from the ROHNERT PARK Sewage System to the City of Santa Rosa Subregional Wastewater Treatment Plant.
- F. STATE and ROHNERT PARK'S desire to enter into a new agreement for the transporting, pumping, and treatment of wastewater from State's Sonoma State University, to allow for STATE wastewater flow demands.

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NOW, THEREFORE, it is agreed as follows:

SECTION 1. DEFINITIONS

Average dry weather flow (ADWF). The mean daily volume of sewage during the period of time not influenced by rainfall.

BOD. Biochemical oxygen demand as determined in accordance with standard laboratory procedures and, unless otherwise noted, exerted in a period of 5 days at 20 degrees Celsius.

Capacity service. Capacity service or capacity right is the amount of sewage STATE can dispose into the sewerage system of ROHNERT PARK.

Compatible Pollutant. A component of industrial wastewater which does not interfere with, pass through or is not otherwise incompatible with the City of Santa Rosa subregional sewage treatment or water reclamation plant or its processes. For purposes of federal pretreatment standards enforcement, the definition of compatible pollutant shall remain consistent with Section 128.121; that is, biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria.

Cost. An amount of money associated with a specific item or purpose. Costs may be calculated amounts (e.g., depreciation) or actually incurred expenses.

EPA. Federal Environmental Protection Agency.

Federal Water Pollution Control Act of 1972. Public Law 92-500, officially entitled the "Federal Water Pollution Control Act Amendments of 1972".

Incompatible Pollutant. A component of industrial wastewater which interferes with, passes through, or is otherwise incompatible with the City of Santa Rosa subregional sewage treatment and water reclamation plant or its processes.

Industrial Cost Recovery. The portion of annual capital cost recovery allocable to industry and subject to federal industrial payback.

Industrial User. A user who discharges a non-domestic, process waste. For purposes of federal industrial cost recovery and pay back provisions, any nongovernment user of a publicly owned treatment works identified in the U. S. "Standard Industrial Classification Manual, 1972" under the following divisions:

Division A Agriculture, Forestry, and Fishing
Division B Mining
Division D Manufacturing
Division E Transportation, Communications, Electric, Gas and
Sanitary Services
Division I Services

Users in these divisions may be excluded from the industrial user category if it is determined that they will introduce primarily segregated domestic wastes or wastes from sanitary conveniences.

Infiltration. Water entering the sewerage system through the ground.

Inflow: Water entering a sewerage system from surface drainage and clean cooling water systems.

MGD. Abbreviation for million gallons per day.

O & M. Operation and maintenance.

Operating Reserve Accrual (ORA). A reserve established in accordance with prescribed State Revenue Program Guidelines designed to provide monies to satisfy wastewater system cash flow requirements and unbudgeted operating expenses.

Peak Wet Weather Flow (PWWF). Peak rate of flow occurring during or from the effects of precipitation.

Sewage. The water-borne wastes received from human habitation and use of buildings for residential, business, institutional, and industrial purposes.

Santa Rosa Subregional Sewerage System. The City of Santa Rosa Subregional Sewerage System constituting the Laguna Wastewater Treatment Plant including any improvements thereto and expansions thereof by the Santa Rosa Wastewater Service Facilities District, owned exclusively by the City of Santa Rosa.

Rohnert Park Sewerage System. The sewerage system owned by the City of Rohnert Park, including sewer lines, interceptor sewers, pumping stations, sewage treatment plant, effluent pipelines, reservoirs, and land disposal facilities.

Suspended Solids (SS). Particulate matter present in sewage and retained on a filter (non-filterable) in a standard laboratory procedure.

Treatment Component. Structures, equipment and appurtenances related thereto designed for a specific treatment purpose.

Wastewater. Sewage, industrial, and other wastes and waters, whether treated or untreated, discharged into or permitted to enter a community sewer.

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this agreement is to provide the terms, provisions and compensation for which ROHNERT PARK will receive, treat and dispose of the sewage herein provided to be received by it from STATE'S Sonoma State University. Upon execution, this agreement shall supersede and terminate all previous sewer agreements between ROHNERT PARK and STATE relative to Sonoma State University.

SECTION 3. COVENANT OF COOPERATION FOR PARTICIPATION IN CALIFORNIA CLEAN WATER GRANT PROGRAM

ROHNERT PARK and STATE do hereby covenant with each other to take all actions to comply with all requirements of the California Clean Water Grant Program available for financing the construction of eligible sewerage facilities required both for joint use and for the use of each individual agency.

SECTION 4. THE ROHNERT PARK SEWERAGE SYSTEM

ROHNERT PARK shall provide, acquire and construct facilities for the common transmission, treatment and disposal of sewage as needed. Said facilities are hereinafter collectively called ROHNERT PARK Sewerage System and shall consist of sewer lines, interceptor sewers, pumping stations, sewage treatment plant, effluent pipelines, reservoirs, and land disposal facilities. The ROHNERT PARK Sewerage System shall be owned solely by ROHNERT PARK.

SECTION 5. ROHNERT PARK TO ADMINISTER ROHNERT PARK SEWERAGE

ROHNERT PARK shall administer, construct, operate, manage and control the ROHNERT PARK Sewerage System in an efficient and economical manner and maintain and preserve it in good repair and working order, all in accordance with sound engineering practices. ROHNERT PARK agrees to convey, treat and dispose of all sewage received into sewerage system under the terms of this contract in such manner as to comply with all applicable laws, rules, and regulations.

This agreement does not give ROHNERT PARK a right to review development plans of STATE for its Sonoma State University nor to inspect sewer systems of STATE'S SONOMA STATE UNIVERSITY without its expressed consent. Further, this agreement does not preclude ROHNERT PARK from contracting with an outside (non-participating) agency to dispose of effluent.

SECTION 6. ROLE OF STATE FOR SEWAGE COLLECTION AND DELIVERY

STATE shall acquire, construct, operate and maintain all sewage collection works on Sonoma State University's site and shall provide, acquire, construct, operate, and maintain in good condition such pumping stations, force mains, and trunk sewers as necessary to deliver sewage to ROHNERT PARK at the point designated on Exhibit "A", unless such point or points is or are changed hereafter by amendment to this agreement. STATE agrees to collect and convey sewage to ROHNERT PARK in such manner as to comply with all terms of this agreement and with all applicable laws, rules and regulations.

SECTION 7. MEASURING DEVICES

STATE agrees to maintain and operate existing volume measuring device to determine the total amount of sewage discharge by STATE to ROHNERT PARK. Maintenance and operation of said device shall be accomplished at the sole expense of STATE.

SECTION 8. LIMITATIONS ON VOLUME AND CHARACTERISTICS OF SEWAGE

STATE and ROHNERT PARK mutually agree that the primary purpose of this agreement shall be to transport, treat, dispose of and/or reclaim sanitary sewage and wastewater arising from Sonoma State University uses only and that the admission of surface water, of groundwater and of wastewater from industrial processes to the sewage system shall be subject to limitations described herein and that the admission of matter of a kind or quantity which may damage the system, its functions, or the quality of its effluent or reclaimed products shall be prohibited.

STATE and ROHNERT PARK agree to specific limitations, prohibitions and actions as follows:

- A. To enforce sewer use requirements which shall prohibit the inflow to its sewerage system of storm and surface waters, land and roof drainage, and cooling water, and to identify and to abate existing surface water inflows.
- B. To minimize infiltration of groundwater and storm water into its sewerage system through:
 - 1: Proper design, inspection of construction and testing of new sewers.
 2. Provide adequate building code inspection governing construction of sewers and enforcement thereof.

3. Maintenance of a program of public sewer inspection and repair and of replacement of defective sewers.
- C. To budget annually and expend a sum not less than five percent of its total operation and maintenance costs of sewage collection for the identification and elimination of system defects permitting inflow and infiltration.
 - D. To enforce sewer use requirements which shall prohibit the discharge of substances which may be hazardous or which may impair the structures, equipment, functions, processes or the quality of the end products of the sewerage system, and which shall require control of the quantity, rate of flow, and concentration of compatible pollutants, of incompatible pollutants, and of toxic substances. STATE shall provide ROHNERT Park industrial discharge information which may require STATE to pay industrial user charges including the mandated recovery of federal grant funds from industrial users. STATE agrees to conform to requirements of the Federal Water Pollution Control Act of 1972. Nothing in this agreement prevents STATE or ROHNERT PARK from adopting more restrictive standards.
 - E. Sewage as discharged by STATE to ROHNERT PARK shall:
 1. Meet requirements with respect to quality, characteristics, and prohibited substances contained in the ROHNERT PARK Sewer Use Ordinance and applicable regulations, and
 2. Not contain undissociated hydrogen sulfide to the extent that hazard of odor nuisance or damage to sewers and other structures occurs at the point of discharge.
 3. Shall discharge to the ROHNERT PARK Sewerage System only at those locations shown on Exhibit "A" unless otherwise approved by ROHNERT PARK.

ROHNERT PARK shall notify STATE of actual or impending infractions of the foregoing limitations.

SECTION 9. COMMENCEMENT OF OPERATION

Commencement of operation date shall be August 18, 1978, the date at which the City of Santa Rosa Subregional System became available for use by ROHNERT PARK.

SECTION 10. FINANCING OF PROJECT

ROHNERT PARK has provided capital funds necessary for the local share of the cost of project for the connection to City of Santa Rosa Subregional System and construction of ROHNERT PARK treatment plant modifications and interceptor sewer and has applied for and received clean water projects grants in aid.

SECTION 11. ESTIMATION AND PAYMENT OF COSTS

ROHNERT PARK shall prepare a schedule of costs each year. Costs shall commence on July 1 and end of June 30th.

A tentative capital related and O & M budget shall be submitted to STATE on or before March 15th of each year prior to consideration by city council of ROHNERT PARK. STATE shall have the right to present information and appear before ROHNERT PARK city council prior to budget adoption. The city council of ROHNERT PARK shall adopt a budget and notify STATE of the budget and allocated costs thereof on or before May 31st of each year.

Payment to ROHNERT PARK for annual capital related and O & M costs shall be made in monthly payments due on the last day of the month for which service is provided. The payments shall be based on scheduled and budgeted costs except that the September payment shall incorporate an adjustment to account for actual O & M costs and actual volumes of flow for the prior fiscal year.

Liability of STATE for capital related costs inclusive of outstanding interest on long-term debt issued in fiscal year 1974-75 for construction of the City of Santa Rosa Subregional Sewerage System shall be retroactive to July 1, 1975. Anticipated costs during the construction period shall be adjusted so as to call for approximately equal annual payments through June 30, 1978.

If a dispute arises concerning the amount of payment, scheduled payments shall be made on the basis of ROHNERT PARK claims pending settlement of the dispute. Late payments or reimbursement of disputed payments under this or any other section of this agreement shall include interest at the rate of 7 percent per annum for the period of dispute.

SECTION 12. DISTRIBUTUION OF COSTS

Capital related costs of the Rohnert Park Sewerage System shall be shared by STATE and ROHNERT PARK in proportion to allotted capacity service (reference Section 13).

Treatment plant O & M costs shall be shared in proportion to use based on ratio of STATE full and part time registered students to ROHNERT PARK population.

Operating Reserve Accrual Costs shall be paid by STATE in proportion to its percentage of capital and operation and maintenance costs.

A. Related Costs

1. Capital related costs for the purpose of this agreement include:

- a. Annual debt service incurred for the financing of ROHNERT PARK Sewerage System and Santa Rosa Subregional Sewerage System.
- b. Any outlays financed by annual system revenues for capital improvements made to the subregional and/or ROHNERT PARK Sewerage Systems that will benefit both STATE and ROHNERT PARK.
- c. The costs associated with the buy-in of existing Santa Rosa facilities retained for use in the Santa Rosa Subregional Sewerage System.

2. Capital related costs shall be allocated between STATE and ROHNERT PARK as follows:

- a. For costs associated with interceptor sewers, the allocation shall be the capacity service of ROHNERT PARK and STATE expressed as a percentage.
- b. For costs associated with the treatment capacity for flow, BOD, SS and other pollutant parameters that may be defined at some later date, the allocation shall be the treatment capacity service for each such parameter of ROHNERT and STATE expressed as a percentage of treatment plant capacity for that parameter.

B. Operation and Maintenance Costs

1. Operation and Maintenance (O & M) costs comprise all expense for labor power, chemicals, supplies, special services, laboratory control and monitoring, supervision, insurance, equipment repairs, and fiscal technical and general administration. If ROHNERT PARK or STATE engage in any operations that result in the marketing of treatment process by-products all revenues received therefrom shall be used to offset annual O & M costs.

2. O & M costs shall be allocated each fiscal year.

C. Operating Reserve Accrual (ORA):

1. Operating reserve accruals shall be made as necessary to satisfy cash flow and fiscal requirements that are unanticipated. This amount shall be equal to approximately 30 percent of the annual budget for the ROHNERT PARK Sewerage System. The maintenance of this reserve is a California Revenue Program guideline requirement.
2. The Operating Reserve Accrual will be maintained in a separate account by ROHNERT PARK.

D. Allotment, Costs, Credits, and Method of Payment

1. Allotment Capacity to ROHNERT PARK and STATE

Rohnert Park has entered into an agreement with the City of Santa Rosa for treatment and disposal of sewerage. The agreement is based on the following:

	<u>ADWF</u> <u>MGD</u>	<u>% OF</u> <u>TOTAL</u>	<u>SS</u> <u>NO./DAY</u>	<u>BOD</u> <u>NO./DAY</u>
Santa Rosa Subregional Sewerage System	15.0	100	32,000	30,000
City of Rohnert Park Allotment	3.2	21.3	6,800	6,400

Of the total capacity allocated to Rohnert Park (3.2 MGD) the distribution shall be as follows:

	<u>ADWF</u> <u>MGD</u>	<u>% OF</u> <u>TOTAL</u>
Rohnert Park (Includes Cotati)	3.10	96.9
State	0.10	3.1
TOTAL	<u>3.2</u>	<u>100</u>

2. Buy-In Cost to Santa Rosa Laguna Treatment Plan (Prior to Expansion)

Cost commences on July 2, 1975 and to continue for 30 years. Payment to include 5% interest on unpaid balance.

	<u>%Distribution</u>	<u>Buy-In Cost</u>	<u>Interest Cost</u>	<u>Total Cost</u>
State	3.1%	\$ 6,331.81	\$ 5,905.13	\$ 12,236.94
Rohnert Park	96.9%	197,920.19	184,582.87	382,503.06
TOTAL	<u>100%</u>	<u>\$204,252.00</u>	<u>\$190,488.00</u>	<u>\$394,740.00</u>

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<u>Period</u>	<u>Rohnert Park</u> <u>96.9%</u>	<u>State</u> <u>3.1%</u>	<u>Total Annual</u> <u>Cost</u>
7/1/75 - 6/30/76	\$12,750.10	\$ 407.90	\$13,158.00
7/1/76 - 6/30/77	12,750.10	407.90	13,158.00
7/1/77 - 6/30/78	12,790.80	409.20	13,200.00
TOTAL	<u>\$38,291.00</u>	<u>\$1,225.00</u>	<u>\$39,516.00</u>
Amount Due From STATE		<u>\$1,225.00</u>	

Upon execution of this Agreement, STATE shall pay ROHNERT PARK any and all amount due for this section and thereafter STATE shall make payment monthly to ROHNERT PARK for its share.

1978-79 Buy-in cost estimated at \$13,200 = \$409.20 STATE Annual Cost = \$34.10 STATE monthly cost.

3. Santa Rosa Subregional Sewerage System Debt Service for Fiscal Year 1975-76 through 1977-78

Cost for initial financing of Santa Rosa Subregional Sewerage System by City of Santa Rosa for three year period prior to start up.

<u>Period</u>	<u>Rohnert Park</u> <u>(96.9%)</u>	<u>State</u> <u>(3.1%)</u>	<u>Total Annual</u> <u>Cost</u>
7/1/75 - 6/30/76	\$102,810.90	\$3,289.10	\$106,100.00
7/1/76 - 6/30/77	148,795.76	4,760.24	153,556.00
7/1/77 - 6/30/78	164,245.50	5,254.50	169,500.00
TOTAL	<u>\$415,852.16</u>	<u>\$13,303.84</u>	<u>\$429,156.00</u>
Amount Due From STATE		<u>\$13,303.84</u>	

Upon execution of this agreement, STATE shall pay ROHNERT PARK any and all amount due for this section.

4. Santa Rosa Subregional Sewerage System Debt Service Cost for Expansion After June 30, 1978

STATE cost will be 3.1% of that charged to ROHNERT PARK by Santa Rosa. On March 30, 1978 estimate of annual debt service to ROHNERT PARK was \$146,000.00.

	<u>Percent</u>	<u>Estimated Annual</u> <u>Cost</u>	<u>Estimated Monthly</u> <u>Cost</u>
Rohnert Park	96.9%	\$141,474.00	\$ 11,789.50
State	3.1%	4,526.00	377.17
TOTAL	<u>100%</u>	<u>\$146,000.00</u>	<u>\$ 12,166.67</u>

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Upon execution of this agreement, STATE shall pay ROHNERT PARK any and all amount due for this section and thereafter STATE shall make payments monthly to ROHNERT PARK for its share.

5. Santa Rosa Subregional Sewerage System O & M Cost After Start-Up and Connection of Rohnert Park and State

Cost to ROHNERT PARK/STATE for O & M of Santa Rosa Subregional Sewerage will be based on volume of flow, BOD, SS and other pollutant parameters (that may be defined at some later date) allocated in same ratio that ROHNERT PARK/STATE annual contribution of that parameter bears to the total annual discharge. Since STATE now discharges to ROHNERT PARK at wastewater which is similar in use make-up (primarily residential) to ROHNERT PARK wastewater, the O & M cost shall be distributed between STATE and ROHNERT PARK based on population. For computation of cost of O & M the following computation shall be used.

- R.P. = Rohnert Park Population based on latest Department of Finance (SB 90 estimate)
- S.S.U. = Average annual Sonoma State University full and part time student registration
- Q. = Annual flow attributed to Rohnert Park/Sonoma State University as metered into Santa Rosa Subregional Sewerage System in million gallons.
- O & M = Portion of Operation and Maintenance Cost of Santa Rosa Subregional Sewerage System charged to Rohnert Park/Cotati Sonoma State University.

$$\frac{S.S.U.}{R.P.} \times O \& M = \text{Operation and Maintenance Cost charged to STATE}$$

STATE shall make payments monthly to Rohnert Park for its share.

6. Capital Cost for ROHNERT PARK Wastewater Treatment Plant Modifications and Interceptor to Santa Rosa Subregional System Sewerage

The City of Rohnert Park has financed the cost of the Rohnert Park Wastewater Treatment Plant modifications and the interceptor to the Santa Rosa Subregional System. These costs are as follows:

	<u>Total Cost</u>	<u>Local Cos</u>
Interceptor	\$ 927,091.00 x 0.125 =	\$ 115,886.3
Treatment Plant Modifications	1,018,500.00 x 0.125 =	127,312.5
Construction Inspection	40,000.00 x 0.125 =	4,983.2
Non Fundable portion of plant modifications	25,000.00 x 0.125 =	25,000.00
Overhead, Administration		
Contingency		<u>12,000.00</u>
Total Local Cost		<u>\$ 285,182.1</u>
*STATE Share @ 3.1%		8,840.65
Lead Agency Burden Allowance		<u>3,600.00</u>
Total for STATE		<u>\$ 12,440.65</u>

*For this cost STATE will be purchasing 3.1% of the interceptor installed. The interceptor has been designated for peak dry weather flow of 4.1 MGD. Therefore, STATE'S share of this interceptor will be:

$$3.1\% \times 4.1 \text{ MGD} = 0.13 \text{ MGD Peak Dry Weather Flow}$$

The ROHNERT PARK Wastewater Treatment Plant modifications include a pump station which lifts all sewage to the existing plant which in turn becomes a retention basin. Pumping station is sized to handle peak wet weather flow of 12.0 MGD.

Therefore, STATE'S share of plant modifications will be:

$$3.1\% \times 12.0 \text{ MGD} = 0.37 \text{ MGD Peak Wet Weather Flow}$$

Upon execution of this agreement STATE shall pay the amount due under this section of \$12,440.65.

7. ROHNERT PARK Sewerage System O & M Costs

STATE agrees to pay for share of Rohnert Park O & M costs related to pumping plant, surge facility, and interceptor based upon STATE full and part time student population as a percentage of ROHNERT PARK population, and shall be computed as follows:

SSU x O & M Related to Rohnert Park Facility = Operation and
RP Maintenance Cost
charged to STATE

STATE shall make monthly payments to ROHNERT PARK.

8. Recapitulation of STATE Cost Paid to ROHNERT PARK

STATE shall pay to ROHNERT PARK the following:

Buy-In Cost to Laguna Plant (See Item No. 2)	
1978-79 Fiscal Year	\$ 34.10/Mo
1975-76 through 1977-78 Cost Differences	\$ 1,225.00/Lump S
Laguna Plant Debt Service (See Item No. 3)	
7/1/75 - 6/30/78 Cost Differences	\$13,303.84/Lump S
Santa Rosa Subregional Sewerage System Debt Service (See Item No. 4) 1978-79 Fiscal Year	\$ 377.17/Month
Santa Rosa Subregional Sewerage System O & M (See Item No. 5)	Based on use (Paid Monthly)
Capital Cost to Rohnert Park (See Item No. 6)	\$12,440.65/Lump S
O & M Cost to Rohnert Park (See Item No. 7)	Based on Use (Paid Monthly)

9. Final Costs Accounting

All of the above figures are based on the best information available as of the various dates within the body of this agreement. If any amounts are changed then the pro-ration of costs will change accordingly. Due to the length of time in finalizing this agreement, ongoing costs have occurred subsequent to the various dates within the body of this agreement, therefore, STATE agrees to pay its share of these costs promptly upon receiving a bill from CITY.

SECTION 13. CAPACITY SERVICE

ROHNERT PARK agrees that from and after the date that the City of Santa Rosa Subregional Sewerage System commences operation, it will receive sewage from the sanitary sewer system of STATE in volume and pollutant loadings not exceeding the amounts set forth herein and will convey, treat, and dispose of such sewage. ROHNERT PARK further agrees that STATE shall have and is hereby let the right each year during said term to discharge said amounts of sewage into the ROHNERT PARK sewerage system upon performing its agreements and covenants herein contained. Said right is hereinafter referred to as "capacity service" which shall be subject to being increased or decreased as hereinafter provided.

The capacity service in treatment, disposal and reclamation works shall be average dry weather flow (ADWF) expressed in million gallons per day. Capacity service with respect to other pollutants may be defined when found necessary for equitable distribution of costs. ROHNERT PARK has contracted for 3.2 MGD service capacity in the Santa Rosa Subregional Sewerage System and STATE hereby sub-contracts for 0.25 MGD of said service capacity.

In the event that STATE exceeds its capacity service or takes steps which would cause it to exceed its capacity service without acquiring or providing additional capacity, ROHNERT PARK shall notify STATE to obtain compliance with this agreement. ROHNERT PARK may require and STATE hereby agrees to place a moratorium on sewer connections until compliance can be obtained.

SECTION 14. TERM OF CAPACITY SERVICE

The term of capacity service shall commence upon system operation, per Section 9, shall be not less than thirty years and shall continue thereafter so long as the ROHNERT PARK Sewerage System or its replacement facilities constructed or installed under this agreement shall remain in service, or unless amended by mutual consent of the parties to this agreement.

SECTION 15. REVISION OF CAPACITY SERVICE

No transfers or revisions of capacity service between STATE and ROHNERT PARK shall become effective until appropriate amendments to this agreement are executed by ROHNERT PARK and STATE. The amendment must stipulate the revised capacity service allowances afforded each entity. Further, it must provide for payment adjustments between the entities as related to the revision of capacity service. In no case shall the capacity service of one entity be increased or reduced without the consent of the governing body thereof, expressed in writing.

A. Acquisition of Additional Capacity Service

STATE'S capacity service set forth in Section 13 hereof may be increased by the acquisition of additional capacity service from ROHNERT PARK.

STATE shall apply to ROHNERT PARK for such additional capacity service, stating the amount of additional capacity it desires. ROHNERT PARK shall determine if additional capacity can be made available to STATE. Such determination shall consider the design capacity of the system, and the capacity service needed for its use.

If the above stated determination shows that the application should be denied, ROHNERT PARK shall so notify STATE. If the above stated determination shows that the application should be granted, ROHNERT PARK shall notify STATE that its application is granted and the date on which its capacity service will be increased to the amount requested.

B. Transfer of Capacity Service Due to Annexation or Consolidation

If, because of annexation, consolidation, or other cause, responsibility for the disposal of sewage from a particular area is transferred from

one entity to the other entity, capacity service appropriate thereto shall be transferred accordingly without payment adjustment.

C. Enlargement of Santa Rosa Subregional Sewerage System.

The subregional wastewater management plan for the Santa Rosa plain and the stage 1 project report provide for the enlargement of wastewater treatment, reclamation, and disposal facilities from time to time in appropriate increments and as needed to serve the future population of the subregion.

In accordance with Chapter 3, Subchapter 9, Section 2232 of the California Administrative Code and Section 17, D of the agreement between City of Santa Rosa and the City of ROHNERT PARK for the use of the Santa Rosa Subregional Sewerage System, when the flow volume reaches 75 percent of the discharge permit, ROHNERT PARK agrees to plan with the City of Santa Rosa and other user agencies for the financing of such stages of enlargement.

The City of Santa Rosa may require the City of ROHNERT PARK to provide financing for any enlargements in proportion to the share of requested additional capacity service. The City of ROHNERT PARK, in turn, may require STATE to provide financing for any enlargements in proportion to the share of requested additional capacity service by STATE, if any. All entities shall participate in the annual debt servicing costs associated thereto in proportion to their capacity service expressed as a percentage of total capacity service just as if Santa Rosa were providing project financing.

D. Improvement of Santa Rosa Subregional Sewerage System or ROHNERT PARK Sewerage System

In the event that improvement of the Santa Rosa Subregional Sewerage System or the ROHNERT PARK Sewerage System is required or mandated by an agency having jurisdiction, then STATE and ROHNERT PARK both agree to share in said improvements in proportion to their respective capacity service.

SECTION 16. PAYMENT ADJUSTMENTS REQUIRED AS A RESULT OF CAPACITY SERVICE REVISIONS

When any capacity service revision is executed (reference Section 15), payment adjustments must be made to ensure that capacity related costs are shared uniformly between the cities. The payment adjustment shall consist of two parts.

- A. The first part is the annual capacity service charge as determined in Section 12. This adjustment is always made whenever capacity service allotments are revised. It represents the on-going annual costs assignable to the transferred portion of capacity service and shall be directly assumed by the receiving entity at the time of capacity service transfer. Annual costs to the entity relinquishing such capacity shall be accordingly reduced by like amount.
- B. The second part of the payment adjustment is designed to reimburse the entity relinquishing capacity service the sum of prior costs paid to date that were associated with the transferred capacity service. These shall be the sum of cash outlays made to date less the original installed cost of abandoned treatment works components. Cash outlays include principal and interest on debt and cash advances for the construction, expansion and improvement of the Santa Rosa Subregional Sewerage System and the ROHNERT PARK Sewerage System. Expenditures for replacements are not considered a cash outlay for this purpose.

SECTION 17. SURCHARGE FOR EXCEEDING CAPACITY SERVICE

If for any reason the STATE exceeds its capacity service for any consecutive five (5) day period, it shall pay excess capacity service surcharges. The surcharges shall be comprised of capital related and O & M charges, computed as follows:

A. Capital Related Surcharge

The surcharge for the capacity used in excess of capacity service shall be 1.15 times an amount equal to an equivalent allocation of annual capital related cost as defined in Section 12A.

B. O & M Surcharge

The surcharge shall be 1.15 times the O & M costs as defined in Section 12B which is allocable to that portion of service in excess of capacity service.

The receipt of such payment or the acceptance temporarily of the excess amount of sewage shall not give the entity any continuing right to deliver any sewage or components thereof in excess of the amount of its capacity service.

SECTION 18. INDUSTRIAL COST RECOVERY

STATE shall participate in the Industrial Cost Recovery requirements of the California Clean Water Grant Program and of the EPA. STATE shall contribute industrial uses by STATE, funds for the recovery of the allocable portion of federal grants obtained for construction of the City of Santa Rosa Subregional Sewerage System and ROHNERT PARK sewerage system. ROHNERT PARK shall remit fifty percent of the industrial cost recoveries to the U. S. Treasury, retain 40 percent in a separate fund for improvements of expansions subject to the approval of the EPA Regional Administrator, and return 10 percent to the State of California for use as they may see fit. The amounts retained shall be invested in U.S. obligations.

SECTION 19. RECORDS AND ACCOUNTS

ROHNERT PARK shall keep proper books and records which shall incorporate general principles as promulgated by the American Institute of Certified Public Accountants (AICPA) for enterprise accounting and shall comply with State and Federal Clean Water Grant Program Regulations. Said books and records shall, upon written request, be subject to inspection by any duly authorized representative of STATE.

ROHNERT PARK shall make an annual report of system operations and of all receipts and disbursements and furnish two copies to STATE. Said books and accounts shall be audited annually in accordance with AICPA audit guidelines by an independent certified public accountant. Two copies of the report of said accountant shall be given to STATE. The expense for said audit and report and all record keeping and accounting costs shall be shared equally between ROHNERT PARK AND STATE.

SECTION 20. LIABILITIES AND LIMITATION OF PARTIES

ROHNERT PARK agrees to maintain and operate the ROHNERT PARK Sewerage System in a competent and diligent manner to the end that requirements set by the California Regional Water Quality Control Board and any other agency having jurisdiction thereof be met. In the event of litigation concerning alleged failure to meet performance requirements, ROHNERT PARK and STATE shall cooperate in the defense.

SECTION 21. SEVERABILITY

If any section, subsection, sentence, clause, phrase or work of this agreement, or the application thereof, to either party, or to any other person or circumstance if for any reason held invalid, it shall be deemed severable and the validity of the remainder of the agreement or the application of such provision to the other party, or to any other persons or circumstance shall not be affected thereby. Each party hereby declares that it would have entered into this agreement and each section, subsection,

sentence, clause, phrase and word thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, phrases or words, of the application thereof to either party or any other person or circumstances beheld invalid.

SECTION 22. AGREEMENT, ETC.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective governing officials thereunto authorized by resolution of their respective legislative bodies, the day and year first above written.

ATTEST:

STATE OF CALIFORNIA
TRUSTEES OF THE CALIFORNIA STATE COLLEGES

BY

Joseph C. Vignone
San Jose State University
Procurement and Support Services

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

BY

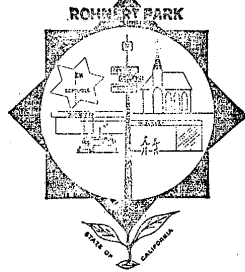
ATTEST:

CITY OF ROHNERT PARK

Sandra L. Lous Deputy
City Clerk

BY

Arthur W. Roberts
Mayor



THE TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY AND COLLEGES

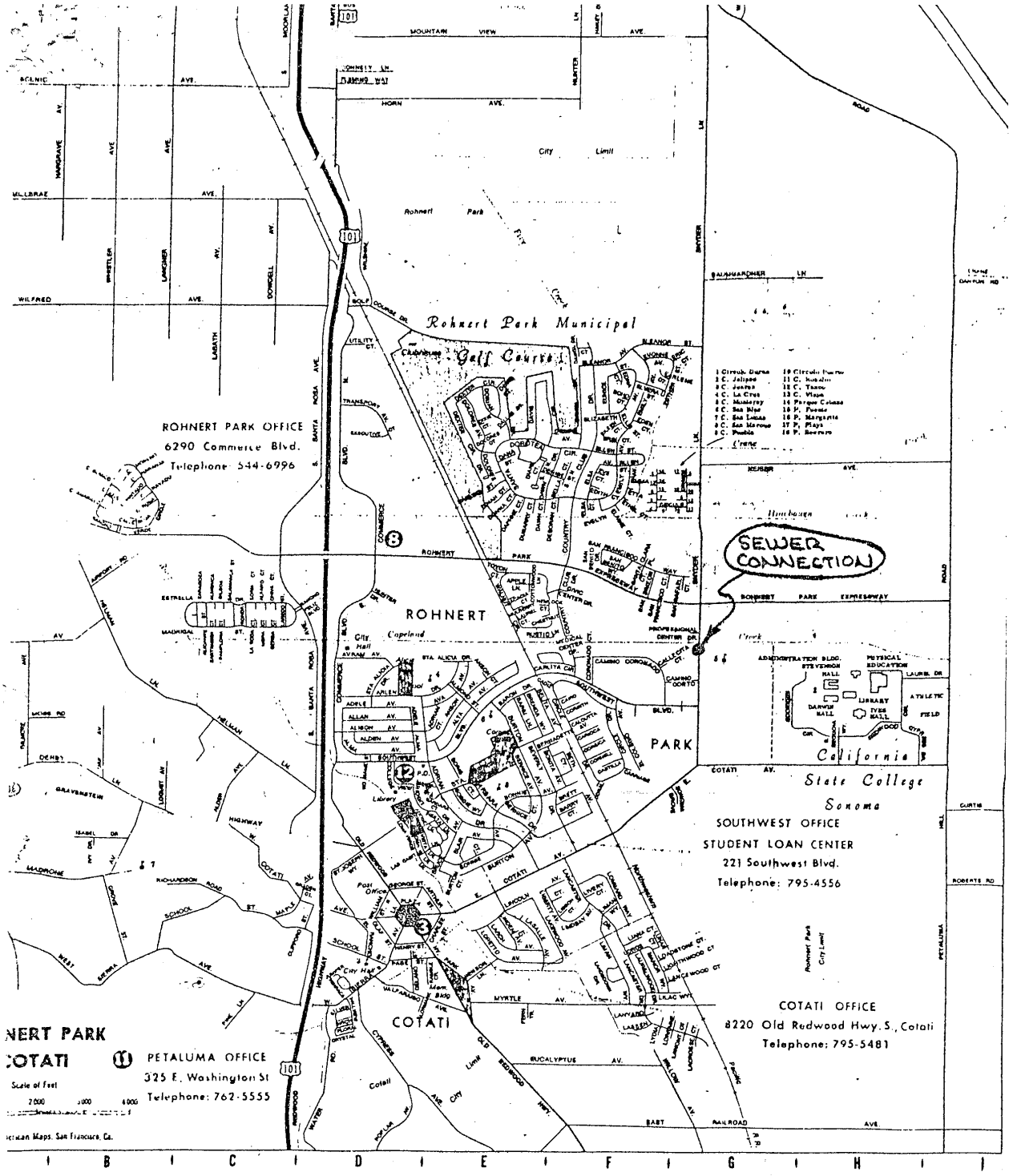
Edmond Macias
Assistant Vice Chancellor
Business Affairs

By:

Eugene J. Torney
Eugene J. Torney
Business Services Specialist
Auxiliary and Business Services

APPROVED

James J. [Signature]
Department of Finance



ROHNERT PARK
COTATI  **PETALUMA OFFICE**
325 E. Washington St.
Telephone: 762-5555

SOUTHWEST OFFICE
STUDENT LOAN CENTER
221 Southwest Blvd.
Telephone: 795-4556

COTATI OFFICE
8220 Old Redwood Hwy. S., Cotati
Telephone: 795-5481

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**Appendix C - 2001 Agreement with Sonoma County to
serve Canon Manor West**

RESOLUTION NO. 2001- 228

**A RESOLUTION OF THE COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING AN AGREEMENT WITH THE COUNTY OF SONOMA
TO PROVIDE PUBLIC WASTEWATER SERVICE
TO THE CANON MANOR WEST AREA**

BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between the County of Sonoma, and the City of Rohnert Park, a municipal corporation, to provide public wastewater service to the Canon Manor West area.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute same for and on behalf of the City of Rohnert Park.

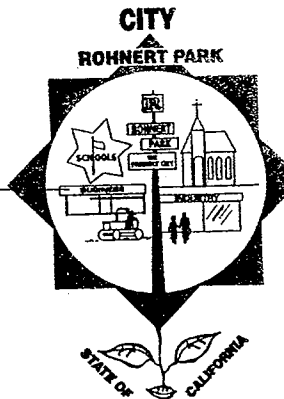
DULY AND REGULARLY ADOPTED this 23rd day of October, 2001.

CITY OF ROHNERT PARK


Mayor

ATTEST:


Deputy City Clerk



FLORES: AYE

**REILLY: AYE
AYES: (5)**

**SPIRO: AYE
NOES: (0)**

**VIDAK-MARTINEZ: AYE
ABSENT: (0)**

**MACKENZIE: AYE
ABSTAIN: (0)**

October 11, 2001

**AGREEMENT BETWEEN SONOMA COUNTY
AND THE CITY OF ROHNERT PARK
TO PROVIDE PUBLIC WASTEWATER SERVICE
TO THE CANON MANOR WEST AREA**

Recitals

1. This is an agreement (subsequently referred to as the "Agreement") between Sonoma County and the City of Rohnert Park describing the circumstances under which the Rohnert Park will provide public wastewater collection, treatment, and disposal services to the Canon Manor West area. The Canon Manor West area is located in the unincorporated area of Sonoma County near the intersection of Petaluma Hill Road and the East Cotati Avenue. The Canon Manor West area is depicted on the map attached as Exhibit A to this Agreement.
2. The City of Rohnert Park is a California City adjacent to the Canon Manor West area. The Canon Manor West area is within Rohnert Park's sphere of influence, as approved by the Local Agency Formation Commission. Sonoma County is a California County within which the Canon Manor West area is currently located.
3. Because existing residential septic systems in the Canon Manor West area have caused nitrate contamination of groundwater and water wells and other problems, the Canon Manor West area properties would benefit from (a) public wastewater collection, treatment, and disposal service and (b) a reliable public potable water supply. Rohnert Park is capable of and willing to accept, treat, and dispose of wastewater from the properties in the Canon Manor West area in accordance with the terms of this Agreement. The Penngrove Water Company, a privately owned public utility regulated by the California Public Utilities Commission, is capable of and willing to supply potable water to all properties in the Canon Manor West area.
4. In order to calculate the proposed parcel assessments for water and wastewater service, the type of needed improvements to be paid from assessment district bond proceeds must first be determined, and their cost estimated, and the appropriate charge established for each parcel specially benefited. The Canon Manor West property owners will subsequently decide in 2001 whether or not to approve an assessment district that will pay for public wastewater collection and treatment service and potable water service and related costs.

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5. In this Agreement Sonoma County and Rohnert Park desire to set forth the public wastewater services which Rohnert Park agrees to supply to existing lots in the Canon Manor West area. Sonoma County will then be able to allocate the estimated cost of those improvements to each parcel in proportion to the special benefit conferred on that parcel. Pursuant to state law, the owners of the parcels for which an assessment is proposed will receive a ballot indicating their support or opposition to the proposed assessment. Subsequently the assessment district may or may not be formed, depending upon the outcome of the legally required protest ballot procedure and other state law requirements. In addition, the owners of the parcels for which an assessment is proposed will vote whether or not to approve an annual wastewater and private road maintenance fee that will be used to reimburse:

- (a) Rohnert Park for operating and maintaining, in good working order, the wastewater collection system in Canon Manor West, and
- (b) Sonoma County for the costs of annually maintaining the roads used for access to the wastewater collection system and to properties within Canon Manor West.

6. Rohnert Park and Sonoma County wish to enter into this Agreement pursuant to the authority of, and to satisfy the requirements of, Streets and Highways Code §§10109 through 10111, and specifically Streets and Highways Code §10110.

Agreement

7. OBLIGATIONS SET FORTH IN THIS AGREEMENT CONTINGENT ON THREE EVENTS.

The contractual obligations of the parties to this Agreement are contingent upon the occurrence of all of the following four events:

A. The formation of assessment district in 2001, and property owner approval in 2001 of the proposed annual wastewater system maintenance fee (to reimburse Rohnert Park) and annual access road maintenance fee or sewer road maintenance fee (to reimburse Sonoma County); provided, however, that if the road maintenance fee or sewer road maintenance fee is not approved, Sonoma County and Rohnert Park shall meet and confer in order to reach an agreement to maintain the roads in the condition necessary to allow Rohnert Park to fulfill its obligations under paragraph 8.4 of this Agreement.

B. Approval of a mutually satisfactory agreement between Sonoma County and the Penngrove Water Company for public potable water supply to the Canon Manor West area.

October 11, 2001

C. The County's receipt of a legally acceptable bid, in an amount equal to or less than the available assessment district construction budget and funding, for the non-water system portion of the assessment district improvements.

D. The execution of an agreement in 2001 between the City of Santa Rosa and the City of Rohnert Park transferring a portion of Santa Rosa's allocation of sewer treatment capacity ("Interim Agreement") on terms and conditions that are consistent with the obligations of the City of Rohnert Park pursuant to this Agreement

If an assessment district is not formed for the Canon Manor West area in 2001 or if the property owners do not approve the proposed annual maintenance fee, neither Sonoma County nor Rohnert Park shall have any further obligations under this Agreement, and this Agreement shall automatically terminate and have no further force or effect. If a mutually satisfactory agreement between Sonoma County and the Penngrove Water Company for public potable water services is not signed in 2001, neither Sonoma County nor Rohnert Park shall have any further obligations under this Agreement, and this Agreement shall automatically terminate and have no further force or effect. If Sonoma County does not receive a legally acceptable bid, in an amount equal to or less than the available assessment district construction budget and funding, for the non-water system portion of the assessment district improvements, neither Sonoma County nor Rohnert Park shall have any further obligations under this Agreement, and this Agreement shall automatically terminate and have no further force or effect.

If an assessment district is formed for the Canon Manor West area in 2001 and if the property owners approve the proposed annual maintenance fee and if a mutually satisfactory agreement between Sonoma County and the Penngrove Water Company is signed in 2001 and if Sonoma County receives a legally acceptable bid within budget for the non-water system portion of the assessment district improvements, Sonoma County, and if the Interim Agreement provides sufficient sewerage capacity to the City of Rohnert Park to allow the City of Rohnert Park to comply with the terms of this Agreement, then Rohnert Park shall fulfill the obligations set forth in the following paragraphs of this Agreement and Sonoma County shall fulfill the obligations set forth in the following paragraphs of this Agreement. Pending a decision on the formation of an assessment district for the Canon Manor West area, both Sonoma County and Rohnert Park shall reasonably cooperate with each other on matters related to the proposed assessment district for the Canon Manor West area.

8. OBLIGATIONS OF ROHNERT PARK IF ASSESSMENT DISTRICT IS FORMED AND THE PROPERTY OWNERS APPROVE THE PROPOSED ANNUAL MAINTENANCE FEE AND SONOMA COUNTY AND THE PENNGROVE WATER COMPANY APPROVE A MUTUALLY SATISFACTORY AGREEMENT AND SONOMA COUNTY RECEIVES CONSTRUCTION BIDS WITHIN BUDGET.

If an assessment district is formed in 2001 and if the property owners approve the proposed maintenance fee and if a mutually satisfactory agreement between the Penngrove Water Company and Sonoma County for a potable water supply is signed not later than December 31, 2001 and if Sonoma

October 11, 2001

County receives bids for the non-water system portion of the assessment district improvements that are within budget, Rohnert Park shall do the following:

1. Promptly review, and approve, disapprove, or modify, in accordance with existing City standards for wastewater collection systems, detailed plans and specifications prepared by County for the construction of the wastewater collection system within the Canon Manor West area and an emergency potable water connection to Rohnert Park's potable water system. The terms and conditions pursuant to which Rohnert Park shall provide an emergency potable water connection shall be determined by mutual agreement of Sonoma County and Rohnert Park.
2. Approve, disapprove, or modify the contract for construction of the wastewater collection system. Upon completion of the construction of the wastewater collection system within the Canon Manor West area according to the approved plans and specifications, maintain that system using the same maintenance standards applied to wastewater collection systems in Rohnert Park.
3. Accept annually from Sonoma County a sum equal to an amount determined annually by the City of Rohnert Park as Rohnert Park's annual charges to maintain the wastewater collection system improvements and treat and dispose of the wastewater from Canon Manor West. Said annual charge shall be limited to an amount equal to the adopted charge to maintain the wastewater collection system improvements imposed on Rohnert Park residents plus an amount equal to five percent (5%) of that charge.
4. After completion of the construction of the wastewater system improvements within the Canon Manor West area, completion of the Geysers Project of the Santa Rosa Subregional Sewerage System, payment of the Rohnert Park sewer connection fee, and acceptance of the improvements by the County, operate and maintain the wastewater collection system and accept and treat and dispose of wastewater from 220 lots in Canon Manor West. A map of these 220 lots is attached to this Agreement as Exhibit A and incorporated here by this reference. The obligation of Rohnert Park that is set forth in this paragraph shall be suspended in the event that the Interim Agreement does not allow Rohnert Park to perform this obligation. In the event that the Interim Agreement reduces the allocation of sewerage treatment capacity available to Rohnert Park, the obligation of Rohnert Park set forth in this paragraph shall be reduced proportionately. For the period beginning on the date the Geysers Project is complete and continuing for twelve months, the Rohnert Park sewer connection fee shall be \$5,910. After this twelve month period, the sewer connection fee payable by property owners within Canon Manor West shall be the sewer connection fee in effect on the date application for connection is submitted to the City of Rohnert Park.

October 11, 2001

5. At the time of, or before, City operation of the Canon Manor West wastewater system begins, apply service rules, regulations, and standards; establish user, service, and connection fees; accept grants of easements for the wastewater system and other land rights as appropriate; and establish standards for the construction of any new sanitation facilities that may connect to the Canon Manor West wastewater system. Rates and charges shall be established, and may be revised in the future.
6. Cooperate reasonably with all entities utilizing the public utility right of way in the Canon Manor West area.

9. OBLIGATIONS OF SONOMA COUNTY IF ASSESSMENT DISTRICT IS FORMED AND THE PROPERTY OWNERS APPROVE THE PROPOSED MAINTENANCE FEE OR SEWER ROAD MAINTENANCE FEE AND SONOMA COUNTY AND THE PENNGROVE WATER COMPANY APPROVE A MUTUALLY SATISFACTORY AGREEMENT.

If an assessment district is formed in 2001 and if the property owners approve the proposed annual maintenance fee (or a sewer road maintenance fee) and if a mutually satisfactory agreement between the Penngrove Water Company and Sonoma County for a potable water supply is signed not later than December 31, 2001, Sonoma County shall do the following, but only to the extent funds become available to the County through the proceeds of property owner cash payments on account of assessments levied or the proceeds of the sale of securities issued pursuant to the Improvement Bond Act of 1915 or the property owner approved annual maintenance fee:

1. Complete and approve detailed plans for the design of the wastewater collection system and access road and coordinate the design of water supply improvements to be installed in the Canon Manor West area. A general description of the wastewater collection system is set forth in Exhibit B to this Agreement. The Rohnert Park City Engineer shall be consulted regularly and shall have the authority to approve, disapprove, or modify the final design, so that the final design of the wastewater collection system and emergency potable water supply connection meets city standards.
2. Complete environmental review pursuant to the California Environmental Quality Act of the improvements to be installed in the Canon Manor West area.
3. Acquire the easements needed to construct the water, wastewater, access road, emergency wastewater supply improvements, and roads sufficient to improve the roads to the Street Standards, to be installed in the Canon Manor West area, and convey to the Penngrove Water Company appropriate easements upon substantial completion of the construction of the water, so that the Penngrove Water Company will own the water system and associated easements.

October 11, 2001

4. Call for bids to construct the wastewater and access road and emergency water supply improvements to be installed in the Canon Manor West area in accordance with the approved final design, evaluate the bids received, and award the construction contract to the lowest responsive and responsible bidder if such bid is within budget and Sonoma County elects to award the contract. Sonoma County shall require the contractor to name the City of Rohnert Park as a beneficiary on the required performance bond, and to name the City of Rohnert Park as an additional insured (with an endorsement approved by the City Attorney) on the required insurance. Sonoma County shall also have the discretion to either reject all bids and abandon the project or rebid the project, as its Board of Supervisors finds appropriate.
5. Administer the construction contract, if awarded, and inspect the work performed for compliance with the construction contract documents and accept the work when completed in accordance with the contract documents. The Rohnert Park City Engineer shall be consulted at regular intervals during the construction work, so that the City is satisfied that such work meets the city standards that were incorporated into the construction contract documents.
6. Annually maintain the access roads used to access the wastewater and water system and also used for access by property owners in Canon Manor West from revenues received from the proposed road maintenance fee or the proposed sewer road maintenance fee; provided, however, that if Sonoma County fails to maintain said roads due to the property owners' failure to approve either the road maintenance fee or the proposed sewer road maintenance fee, Rohnert Park shall be under no further obligation to provide connections to the Santa Rosa Subregional Sewer System in Canon Manor West.
7. Cooperate reasonably with all entities utilizing the public utility right of way in the Canon Manor West area.
8. Pay the City of Rohnert Park a bi-monthly maintenance and operations fee to maintain the wastewater collection system and pay the City of Rohnert Park the annual sewerage treatment fee imposed by the Santa Rosa Subregional Sewer System in amounts determined by the City of Rohnert Park and Board of Public Utilities of the City of Santa Rosa, respectively. Annually, not later than February 1, Rohnert Park will advise the County of any fee increases for the following fiscal year. In the event the County is unable by law to charge the property owners within Canon Manor West the increased fees, the County shall pay the increased fee to Rohnert Park. The County and Rohnert Park agree to cooperate reasonably and consider taking appropriate action to terminate wastewater service to those customers who may choose not to pay the full costs of that service.

October 11, 2001

9. Indemnify, defend and hold harmless the City of Rohnert Park from damages to property and injury to persons arising from the construction of the wastewater collection system in Canon Manor West.
10. Impose a sewer road maintenance fee on property owners within Canon Manor West, in an amount sufficient to allow the County to maintain the roads necessary for the provision of sewer service by the City of Rohnert Park, if the road maintenance fee that is pending on the date this Agreement is executed is disapproved by the property owners.

10. NEW CONSTRUCTION IN CANON MANOR WEST MUST BE APPROVED BY ROHNERT PARK AND MEET CITY STANDARDS.

Because Canon Manor West is in the sphere of influence of Rohnert Park, and because Rohnert Park is providing urban services (wastewater collection, treatment, and disposal), and because Canon Manor West will eventually be annexed into the City of Rohnert Park, the parties agree that all new construction in Canon Manor West should be, to the extent feasible, consistent with the development standards of Rohnert Park. To that end, the parties agree that:

1. Sonoma County shall develop a specific plan for Canon Manor West as part of the update of its General Plan. Sonoma County shall consider adopting and imposing development standards for the Canon Manor West Area that are consistent with the City of Rohnert Park's development standards for Rural Residential. A copy of the Rural Residential standards are attached to this Agreement as Exhibit c. Sonoma County shall refer all applications for development within Canon Manor West to Rohnert Park for review, comment, and consultation prior to taking action on such applications. Sonoma County shall issue a building permit for a single family residence within Canon Manor only after receipt of a written certification from the Rohnert Park City Engineer that the then applicable sewer connection fee has been paid to the City.
2. Sonoma County shall require, as a condition of development within the Canon Manor West Area, the dedication of right-of-way to allow construction of roads to the standards imposed by the City of Rohnert Park. A copy of those standards are attached to this Agreement as Exhibit d ("Street Standards").
3. Sonoma County shall adopt and impose on all lots within the Canon Manor West Area, as a condition of development, a development impact fee in compliance with the requirements of Government Code §§ 66000 et seq., that defrays the cost of improving streets in Canon Manor West to the Street Standards ("Street Improvement Fee"). Sonoma County shall establish the fee in an amount sufficient to provide funding to improve the streets within Canon Manor West to the Street Standards. Sonoma County

October 11, 2001

shall impose the Street Improvement Fee on all development approvals, including the issuance of a building permit, within Canon Manor West. Imposition and collection of the Street Improvement Fee shall be in accordance with the requirements of Government Code §§ 66000 et seq. The revenues collected from such a fee shall be retained by the County in a separate fund and, at the option of the City of Rohnert Park, either be used as funds become available to improve the streets in Canon Manor West to the Street Standards within five (5) years of the date the first home is connected to the City of Rohnert Park's wastewater collection system, or transferred, with interest, to the City of Rohnert Park for use by Rohnert Park to improve the streets within Canon Manor West to the Street Standards. Sonoma County and Rohnert Park shall establish priorities for use of the funds by mutual agreement.

4. Sonoma County agrees that it may only approve or allow the construction of a second unit on any lot within Canon Manor West if and only if the streets that serve that lot have been improved to the Street Standards.

11.0 INSURANCE.

With respect to performance of work under this Agreement, County shall require the contractor to whom the construction contract is awarded to add Rohnert Park as an additional insured on the commercial general liability policy required by County from the contractor.

11.1 STATUS OF ROHNERT PARK AND SONOMA COUNTY.

The parties intend and agree that each of them, in performing the obligations specified in this Agreement, shall act as independent contractors and shall control the work and the manner in which it is performed. Neither party is an employee or agent of the other party.

11.2. ASSIGNMENT AND DELEGATION.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11.3. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS.

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO COUNTY:

Sonoma County Director of Transportation & Public Works
575 Administration Drive Room 117A
Santa Rosa, Ca. 95403

October 11, 2001

TO ROHNERT PARK:

City Manager
City of Rohnert Park
6750 Commerce Boulevard
Rohnert Park, Ca. 94928

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

11.4 NO WAIVER OF BREACH.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

11.5 CONSTRUCTION AND COUNSEL.

Rohnert Park and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Rohnert Park and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.6 NO THIRD PARTY BENEFICIARIES.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

11.7 APPLICABLE LAW AND FORUM.

This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

11.8 CAPTIONS.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

11.9 MERGER.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

October 11, 2001

11.10 TIME OF ESSENCE.

Time is and shall be of the essence of this Agreement and every provision hereof.
The parties hereto have executed this Agreement on the dates set forth below.

DATED: 11-27-01 ROHNERT PARK

By: 

Joseph H. Netter, City Manager
Per Resolution No. 2001-228 adopted
by the Rohnert Park City Council at
its meeting of October 23, 2001.

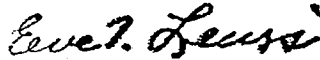
DATED: 12/19/01 COUNTY OF SONOMA

By: 

Chairman

Board of Supervisors

ATTEST:



EEVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Supervisors

DATED: 12/18/2001
Sonoma County Counsel

By: 

APPROVED AS TO FORM:

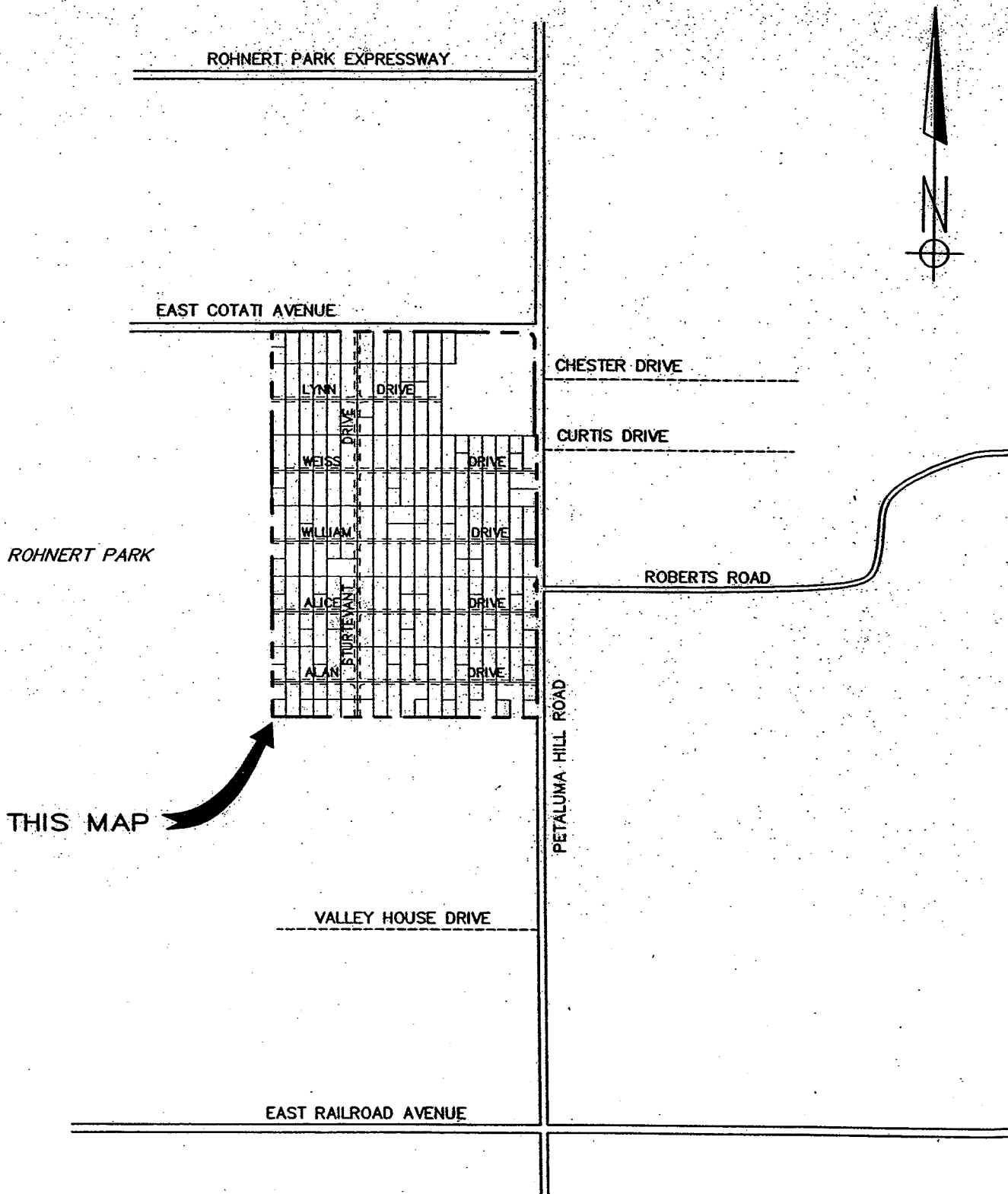
DATED: 11/27/01
Rohnert Park City Attorney

By: 

APPROVED AS TO FORM:

October 11, 2001

EXHIBIT A
(map of Canon Manor West area)



LOCATION MAP
NOT TO SCALE

**BOUNDARIES OF
CANON MANOR WEST
ASSESSMENT DISTRICT**

EXHIBIT A

October 11, 2001

EXHIBIT B
(description of wastewater system improvements)

EXHIBIT B

CONCEPTUAL SANITARY SEWER SYSTEM
IMPROVEMENT PLAN

CANON MANOR WEST ASSESSMENT DISTRICT

COUNTY OF SONOMA

JULY 2001

LEGEND

BOUNDARY	
PROPOSED RIGHT-OF-WAY	
EXISTING LOT LINE	
PROPOSED SEWER MAIN, 48"	
CLEANOUT, FLOW DIRECTION	
FORCE MAIN, DIRECTION	
PROPOSED EDE OF PMT	
MANHOLE ID#	MH-14
CLEANOUT ID#	CO-3
ASSESSMENT DIAGRAM NUMBER	38

THESE PLANS ARE
HALF SCALE

PREPARED BY

COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
EDWARD J. WALKER, DIRECTOR
575 ADMINISTRATION DR., ROOM 117A
SANTA ROSA, CA 95403
(707) 565-2231

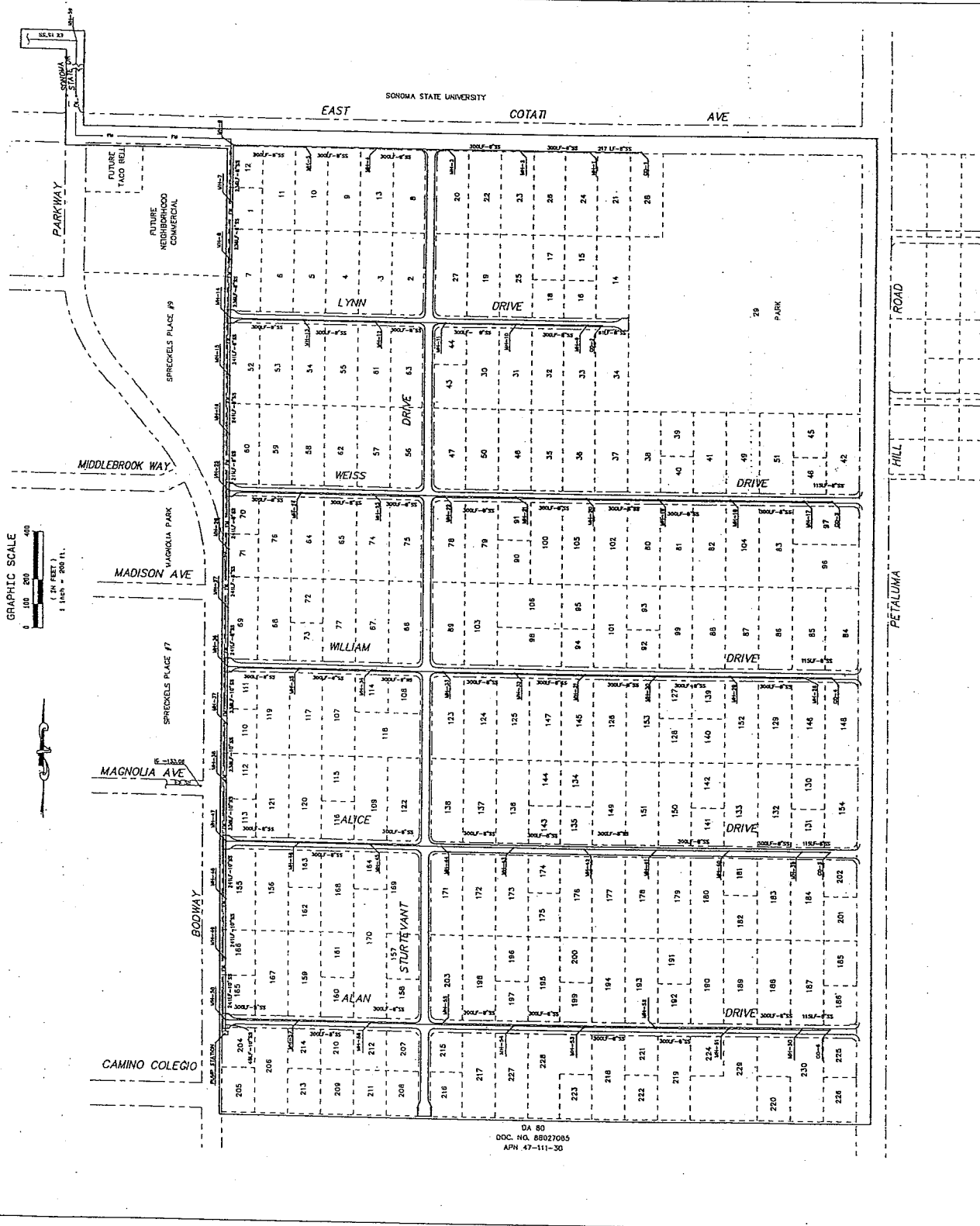


EXHIBIT C

Comparison of County Rural Residential District (RR) and Proposed City Rural Residential District (RR) and Rural Estate District (RE)

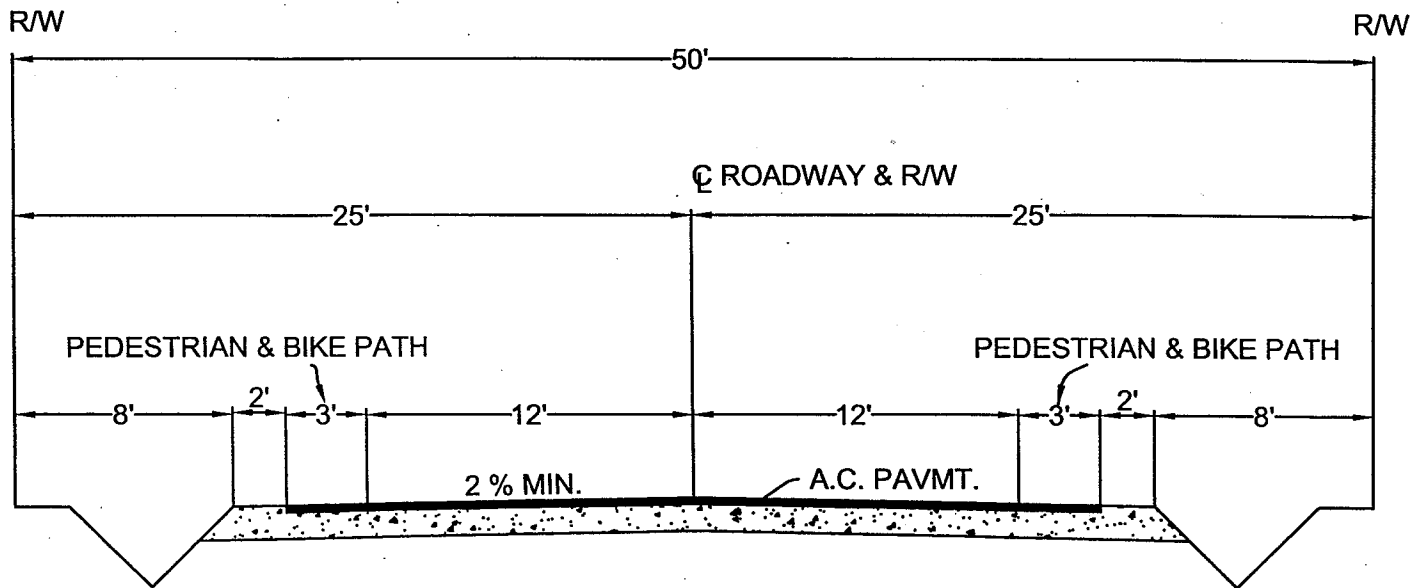
Development Standards

Standard	County RR District	City RR District (Proposed)	City RE District (Proposed)
Residential Density	1 unit/acre	1 unit/acre	2 units/acre
Minimum Lot Size	1 acre	40,000 sq. ft.	18,000 sq. ft.
Minimum Lot Width	80 feet	100 feet	100 feet
Maximum Lot Coverage	35 percent	35 percent *	35 percent *
Maximum Building Height	35 feet	35 feet	35 feet
Setbacks			
• Front Yard	20 feet	50 feet	25 feet
• Side Yard	5 feet	10 feet	10 feet
• Rear Yard	20 feet	50 feet	25 feet
Residential Parking	1 covered space per unit	2 covered spaces per unit	2 covered spaces per unit

* Not in current draft ordinance, but proposed to be added.

Land Uses

Land Use	County RR District	City RR District (Proposed)	City RE District (Proposed)
Agriculture	Permitted	Use Permit	Use Permit
Animal Breeding	Permitted with limitations, larger operations require use permit	Use Permit	Use Permit
Art Studios	Use Permit	Administrative Approval (as Home Occupation)	Administrative Approval (as Home Occupation)
Bed and Breakfast	Use Permit	Use Permit	Use Permit
Cemeteries	Use Permit	Not Permitted	Not Permitted
Clubs and Lodges	Use Permit	Not Permitted	Not Permitted
Community Care Facility	Permitted with limitations, larger operations require use permit	Permitted with limitations, larger operations require use permit	Permitted with limitations, larger operations require use permit
Condominiums	Use Permit	Not Permitted	Not Permitted
Day Care Center	Use Permit	Use Permit	Use Permit
Family Day Care	Permitted	Permitted	Permitted
Golf Course	Use Permit	Not Permitted	Not Permitted
Guest House	Permitted	Administrative Approval	Administrative Approval
Home Occupations	Permitted	Administrative Approval	Administrative Approval
Schools	Use Permit	Use Permit	Use Permit
Second Unit	Not Permitted with "Z" District	Administrative Approval	Administrative Approval
Single Family Home	Permitted	Permitted	Permitted
Travel Trailer	Administrative Approval	Not Permitted	Not Permitted



RURAL RESIDENTIAL STREET

CITY OF ROHNERT PARK

EXHIBIT "D"
RURAL RESIDENTIAL STREET

Scale: NONE

Date: OCTOBER 2001

Appendix D - Gravity Sewer Problem Lines

CLEANING LOG

MONTHLY					
LineNumber	Length	Street Map Address	DATE	INITIAL	Comments
292	250	100 Golf Course Dr			
305	133	4707 Fairway & Flores			
412	148	4949 Snyder (well 14)			
1357	170	5000 Commerce blvd. (Chevron)			
1586	275	6620 Commerce Blvd (McDonalds)			
1590	67	6601 Commerce Blvd (McDonalds)			
1713	550	0000 Commerce Blvd (siphon)			
2056	86	951 Copeland Creek Dr			
2058	500	0000 Country Club Dr			
2081	171	7223 Circle Dr (off Southwest)			
531, 532	500	Double Tree			
2181	40	8506 Liman Wy (siphon)			
2193	346	8675 Landcaster Dr			
187	238	Holly @ Fairway			
2225	27	8787 Lancaster Dr (siphon)			
1738 , 1739	*500	6115 State Farm (across from well 16)(siphon)			
139	330	4416 Hillview Wy (siphon)			
902	184	7425 Camino Colegio (S of East Cotati)			

CLEANING LOG

QUARTERLY					
Line Number	Length	Street Map Address	Date	Initial	Comments
1690	440	Park and ride			
378 379 380 381	-	Opposite side well # 14			
2156	240	720 Lincoln (Del)			
251	251	816 Hudis St (School)			
617	43	6420 Country Club (van civic)			
618	600	943 Country Club Dr (Civic) van (Thur)			
1562	66	6521 Redwood Dr (Tire Shop)			
1592	240	6590 Commerce Blvd (McDonalds)			
1777	290	6083 Country Club (By plug)			
2074	324	970 Camino Coranodo (Thur) (Ivy)			
1141	190	Camina Coliego (Brad's)			
641,642	130	Santa Clara pl.			
1252	244	Lunar ct. To M Section			
1300-1299	400-500	Adrian @Southwest Blvd.			
2473	300	913 Kirsten Ct (Thur)			
3	285	Holly @ Gloria Ct. (East)			
2314	438	1365 Southwest Blvd			
2316/2320	400/400	Southwest @ Camino Coligeo			
2084	285	Southwest east of Country Club			
2072	75	Southwest @ Country Club			
2069	448	Country Club / Camino Coronado			

CLEANING LOG

ANNUAL					
Line Number	Length	Street Map Address	Date	Initial	Comments
194		4419 Hollingsworth Cir (6 inch)			
344	185	1161 Emily Ave.			
726	178	6861 Avenida Cala			
1268	180	405 Adrian Ct.			
1606	326	6800 Hunter Dr			
289	350	4819 Fairway @ Golf Course			
1780	229	985 Emily Ave			
1911	255	399 College View			
900/901/735	500	Camino Colegio			
2321	280	1249 Southwest Blvd			
2086	365	1200 Southwest Blvd (ballfield)			
2084	375	Southwest blvd (west end of park)			
1784	500	Country Club dr. (South of Ellen)			
480/481/482	430	Country Club dr.			

Appendix E - Equipment Inventory

Major Equipment:

- Vac-Con truck: Combination truck, dual axle
- Harben truck: Jetter cleaner with high pressure steam cleaner (single axle)
- 3 in trash pump (2) with suction hose and discharge hose 400ft each
- 4 in trash pump with suction hose and 400 ft discharge hose
- Trailer mounted line camera. (RST)
- Crane trailer.
- Utility trucks (5)
- Confined space equipment
- Forklift
- 200 KVA trailer mounted generator – budgeted FY 19/20
- Spare VFD pump station #1
- Spare VFD pump station #3
- Spare grinder budgeted FY 19/20
- Caterpillar 250 KW generator pump station #1
- Onan 900 KW generator pump station #2
- Kohler 50 KW generator pump station #3

Appendix F - Contractors and Suppliers Inventory

Argonaut Construction*Emergency Sewer Repairs*

1236 Central Ave
Santa Rosa, CA 95401
(707) 542-4862

Baker Corp.*Pump Supply*

2121 Piedmont Way
Pittsburg, CA 94565
Phone: (925) 439-8251
Fax: (925) 439-7718

4381 Bettencourt Way
Union City, CA 94587
Phone: (510) 487-7020
Fax: (510) 487 7030

DC Electric Group, Inc

Emergency Electrical Repairs
8023 Gravenstein HWY S.
Cotati, CA 94931-7525
Phone: (707) 992-0141
Toll Free: (866) 523-8386

Mike Brown Electric Co.

561-A Mercantile Drive
Cotati, CA 94931-3040

Grainger Incwww.grainger.com*Misc. parts for pump station repairs.***Branch: 742**

5760 Commerce Blvd.
Rohnert Park, CA 94928-1630
Phone: (707) 584-9211
Fax: (707) 584-8868

Ground Hog Construction*Manhole Repairs*

Street: Po Box 1308
Sebastopol, Ca 95473-1308
Phone: (707) 823-3123
Rick – 707-529-2085

Herc Equipment Rental

P.O. Box 2939
Rohnert Park, Ca 94927
(707) 586-4440

1731 Lakeville Hwy
Petaluma, Ca
(707) 762-4444

JWC Environmentalwww.jwce.com*Parts for channel grinders
and power units.*

2850 S. Redhill Ave., Suite 125
Santa Ana, CA 92705, USA
Phone: (949) 833-3888
Toll Free: (800) 331-2277
Fax: (714) 751-1913

JM Squared

3975 Industrial Way Ste D,
Concord, CA 94520
925- 798-2500
Mike Holms: 925-798-2859

Koffler Electric

527 Whitney Street
San Leandro, CA 94577
510-567-0630
510-567-0636

Knights Electric Inc.www.knightselectric.com

Emergency Electrical Repair Work
11410 Old Redwood Hwy.
Windsor, CA 95492
TEL (707) 433-6931
FAX (707) 431-2342

Leete Electric

930 Petaluma Hill Rd
Santa Rosa, CA 95404.
800-649-0484

Appendix G - Overflow Emergency Response Plan

**See separate Overflow Emergency Response Plan on file at the
City of Rohnert Park City Hall, Engineering Department**

Appendix H - Inspection Services Agreement

RP

COMMERCIAL/INDUSTRIAL
INSPECTION SERVICES AGREEMENT

This agreement is between the City of Santa Rosa (CITY) and the City of Rohnert Park (USER AGENCY).

RECITALS

- A. City administers and operates the sanitary sewer utility within the city limits of Santa Rosa and operates the Subregional Water Reclamation Facility and is responsible for conducting an industrial discharge inspection and monitoring program; and
- B. USER AGENCY administers and operates the sanitary sewer utility within the service area of the Subregional Water Reclamation Facility but outside the CITY limits; and
- C. USER AGENCY recognizes that it is the responsibility of the CITY, as operator of the Subregional Water Reclamation Facility, to inspect and monitor commercial and industrial discharges; and
- D. An agreement is required for the purposes stated and the CITY intends to enter into a Commercial/Industrial Inspection Services Agreement with said USER AGENCY.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

1. PROGRAM ADMINISTRATION

- A. CITY shall conduct a commercial/industrial inspection and control program in accordance with the USER AGENCY'S Sewer Use Ordinance.
- B. USER AGENCY shall maintain its Sewer Use Ordinance in compliance with standards and reporting requirements of Federal and State laws and regulations. It shall be identical with respect to regulations to the Sewer Use Ordinance of the CITY.
- C. CITY, through the Industrial Waste Section of the City's Laguna Subregional Water Reclamation System (Industrial Waste Section), shall provide services required by the applicable ordinances and Federal and State laws and regulations governing commercial/industrial dischargers. This includes, but is not limited to, notification of users of non-compliance, issuing and renewing discharge permits, interviews, sampling and monitoring, reporting, record keeping, and related services.

2. FEES

A. Application/Wastewater Discharge Permit

CITY may charge direct to USER AGENCY'S Commercial/Industrial USERS an application/permit fee.

B. CITY may charge direct to USER AGENCY'S Commercial/Industrial USERS, where deemed necessary, the actual cost incurred by using private testing laboratories for monitoring/analysis.

C. CITY may charge direct to USER AGENCY'S Commercial/Industrial USERS sewer use surcharges for discharges of conventional pollutants (Biochemical Oxygen Demand, Suspended Solids, Ammonia, Grease and Oil) over and above average headworks loadings for those constituents.

BASIS OF FEES

Cost for maintaining the USER AGENCY Industrial Waste Pretreatment Program will be based on the total INDUSTRIAL WASTE SECTION budget which includes, but is not limited to, personnel and employee benefits, vehicle and equipment time, supplies, laboratory services and other operational necessities to maintain the program.

3. ENFORCEMENT

CITY shall refer to the Sonoma County District Attorney for prosecution, dischargers who in the opinion of the CITY, are in violation of the USER AGENCY'S ordinance and are not taking appropriate corrective action.

4. TERMINATION

This agreement may be terminated without cause by either party giving thirty (30) days written notice to the other party. Notice shall be given at the addresses stated below.

CITY

City of Santa Rosa
Utilities Department
69 Stony Circle
Santa Rosa, CA 95401

USER AGENCY

City of Rohnert Park
City Manager
600 Enterprise Drive
Rohnert Park, CA 94928

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 199_.

CITY OF SANTA ROSA

By: *Vanessa Davis*
Mayor, City of Santa Rosa

ATTEST:

By: *Gayle Peterson*
Assistant City Clerk

APPROVED AS TO FORM:

By: *TL 8/4/93*
CITY ATTORNEY

Date: _____

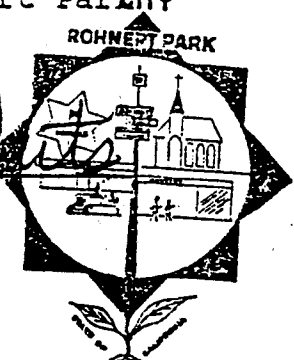
By: *David E...*
Mayor, City of Rohnert Park

By: *Lorraine Roberts*
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

Date: July 23, 1991



MOU.RP

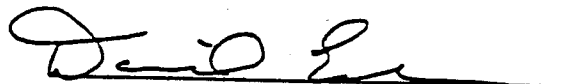
RESOLUTION NO. 91-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING AGREEMENT FOR
COMMERCIAL/INDUSTRIAL INSPECTION SERVICES


BE IT RESOLVED by the Council of the City of Rohnert Park
that that certain "Commercial/Industrial Inspection Services
Agreement" by and between the City of Santa Rosa and the City
of Rohnert Park is hereby authorized and approved.


BE IT FURTHER RESOLVED that the Mayor is hereby
authorized and directed to execute the aforementioned
agreement for and on behalf of the City.

DULY AND REGULARLY ADOPTED THIS 23rd day of July, 1991..


Mayor

ATTEST:


Deputy City Clerk

The seal of the City of Rohnert Park is a circular emblem. It features a central illustration of a church with a steeple, a star, and a building. The words "CITY" and "ROHNERT PARK" are inscribed at the top. The bottom of the seal is decorated with a stylized leaf or plant motif.

HOLLINGSWORTH AYE HOPKINS AYE REILLY AYE SPIRO AYE ECK AYE

AYES: 5 NOES: 0 ABSENT 0 ABSTAIN 0

Appendix I - City of Santa Rosa Interceptor Policy

DEPARTMENT OF UTILITIES		INDUSTRIAL WASTE SECTION	
Title: INTERCEPTOR POLICY	Page 1 of 2	Effective Date: August 1, 1991	
	Approved by:	Procedure Number:	

1.01 PURPOSE

1.1 To set forth policies, procedures and requirements governing the installation and use of grease, oil and sand interceptors for restaurants, food processors and automotive related facilities.

2.0 POLICIES

2.1 City of Santa Rosa Sewer Use Ordinance Section 20.48 Prohibited Substances or Characteristics, Section 20.29 Regulated Discharge Characteristics and Section 20.61 Interceptors.

Sebastopol Sewer Use Ordinance #749 Section 22 (1), 23 (1) (2), 24 (4), 25 (3) (d) (e) and 33.

Rohnert Park City Code Chapter 13.36 Sections 020, 030 A>B>, 040 D, 050 C.4.5, and Chapter 13.48.070

Cotati Sewer Use Ordinance #462 Chapter 13.41020, 030 A.B., 040 D., 050 C.4., 5. And Chapter 13.44.070

Sonoma County South Park Sanitation District Sewer Use Ordinance #1917 Sections 24.-50.01b., d., and 24-50.08-3, 24-50.08-11.

2.2 City of Santa Rosa Standards numbers 500, 519, 520 and 521.

3.0 POLICIES

3.1 Wastewater Discharge Permit. Any restaurant, food processor, automotive facility or other business discharging grease, oil or other objectionable material is required to apply for a Wastewater Discharge Permit. Permits will be issued for a period of five (5) years.

3.2 Restaurants, Food Processors. It is the policy of the City of Santa Rosa and users of the Subregional Water Reclamation System to require interceptors on all grease producing establishments including, but not limited to, restaurants, bakeries, donut shops and food processors where grease or other objectionable material may be discharged to the public sanitary sewer system.

3.3. Automotive Related Facility. It is the policy of the City of Santa Rosa and users of the Subregional Water Reclamation System that interceptors of grease and oil from automotive related facilities or for the removal of materials other than grease and oil must comply with standard 520 or must be designed by a professional engineer to meet the discharge requirements set forth in the respective sewer use regulations. Approval of the Industrial Waste Section and the City of Santa Rosa Utilities Department will be required prior to connection of any such device to the sewer system.

4.0 PROCEDURES

4.0.1 The method of determining the size of the interceptor shall be as follows:

Example: Gals water/mea served = 4.0 gals
Retention time - 2 ½ hours
100 seat restaurant
(100 meals) (4 gal/meal) (2 ½) = 1,000 gals

1,000 gallon interceptor required

- 4.0.2 Minimum size interceptor - equivalent to Zurn Model Z1170, size 700 35/70 grease trap equipped with flow control valve.

4.1 Location of interceptors and grease traps.

- 4.1.1 Interceptors shall be located outside building structures (except as allowed by administrative authority).
- 4.1.2 Interceptors and grease traps shall be so located so as to prevent the entrance of foreign materials, to be easily accessible for cleaning and inspection, and to pose no hazard to public health or safety.

- 4.2 Grease interceptors for restaurant waste streams of a design and size other than that specified in 2.2 must be designed by a professional engineer and must provide equivalent removal efficiency to meet the limits specified in the sewer use ordinances listed in 2.1. Approval of the Industrial Waste Section and Santa Rosa Utilities Department is required prior to connection of any such device to the sewer system.

4.3 Prohibited and / or restricted equipment

- 4.3.1 The installation and use of garbage grinders (disposals) in commercial food establishments is prohibited, except in the case where a 1,000 gallon - plus interceptor is in use.
- 4.3.2 The connection of high volume hot water or steam dishwashers to grease interceptors is prohibited.
- 4.3.3 The use of enzymes or bacterial cultures designed to disperse grease is prohibited unless specifically approved in writing by the Industrial Waste Section.

4.4 Equipment to be connected to an interceptors.

- 4.4.1 Scullery Sinks
- 4.4.2 Pots and pans sinks
- 4.4.3 Floor drains in kitchen and washing areas
- 4.4.4 Pre-wash sinks

4.5 Related equipment.

- 4.5.1 Grease interceptors shall be fitted with a standard manhole, brought to grade and finished with a standard manhole cover and ring.
- 4.5.2 A sampling box shall be located on the discharge side of the interceptor and must be constructed according to City of Santa Rosa standard #521.

Appendix J - Audit Checklist

SSMP Audit Checklist

Section	Title	Requirement	SSMP Current?	Implemented?
I	Goals	Reduce, prevent, and mitigate SSOs		
II	Organization	Designate Legally Responsible Official		
		Names and phone numbers for key management personnel		
		Names and phone numbers for key administrative personnel		
		Names and phone numbers for key maintenance personnel		
		Chain of communication for reporting SSOs		
III	Legal Authority	Prevent illicit discharges to sanitary sewer system		
		Require sewers and connection be properly designed and constructed		
		Ensure access for inspection, maintenance, and repairs (includes public portion of lateral)		
		Limit discharge of FOG and debris that may cause blockages		
		Require the installation of grease removal devices		
		Ability to inspect FOG producing facilities		
		Enforce violations of the City's Sanitary Code		
IV	O&M Program	Maintain up-to-date maps of the sanitary sewer system		
		Describe routine preventive maintenance program		
		Document completed preventive maintenance using system such as work orders		
		Rehabilitation and replacement plan		

		that identifies and prioritizes sanitary sewer system defects		
		Provide regular technical training for City sanitary sewer system staff		
		Require contractors to provide training for their workers who work in the City's sanitary sewer system facilities		
		Maintain equipment inventory		
		Maintain critical spare part inventory		
V	Design and Performance Provisions	Design and construction standards for new sanitary sewer system facilities		
		Design and construction standards for repair and rehabilitation of existing sanitary sewer system facilities		
		Procedures for the inspection and acceptance of new sanitary sewer system facilities		
		Procedures for the inspection and acceptance of repaired and rehabilitated sanitary sewer system facilities		
VI	OERP	Procedures for the notification of primary responders		
		Procedures for the notification of regulatory agencies		
		Program to ensure appropriate response to all SSOs		
		Proper reporting of all SSOs		
		Procedure to ensure City staff are aware of and follow OERP		
		Procedure to ensure City staff are trained in the OERP procedures		
		Procedure to ensure contractor personnel are aware of and follow OERP		
		Procedure to ensure contractor personnel are trained in the OERP		

		procedures		
		Procedures to address emergency operations such as traffic and crowd control		
		Program to prevent the discharge of sewage to surface waters		
		Program to minimize or correct the impacts of any SSOs that occur		
		Program of accelerated monitoring to determine the impacts of any SSOs that occur		
VII	FOG Control Program	Public outreach program that promotes the proper disposal of FOG		
		Plan for the disposal of FOG generated within the City's service area		
		Demonstrate that the City has allocated adequate resources for FOG control		
		Identification of sanitary sewer system facilities that have FOG-related problems		
		Program of preventive maintenance for sanitary sewer system facilities that have FOG-related problems		
		Source control measures for sanitary sewer system facilities that have FOG-related problems		
		Enforce FOG elements of the Sanitary Code through inspections of grease-producing facilities		
VIII	SECAP	Identification of elements of the sanitary sewer system that experience or contribute to SSOs caused by hydraulic deficiencies		
		Established design criteria that provide adequate capacity		
		Short term CIP that addressed known hydraulic deficiencies		
		Long term CIP that addressed known		

		hydraulic deficiencies		
		Procedures that provide for the analysis, evaluation, and prioritization of hydraulic deficiencies		
		The short and long term CIPs include schedules for the correction of each identified hydraulic deficiency		
IX	Monitoring, Measurement, and Program Modifications	Maintain relevant information to establish, evaluate, and prioritize SSMP activities		
		Monitor implementation of the SSMP		
		Measure, where appropriate, performance of the elements of the SSMP		
		Assess success of the preventive maintenance program		
		Update SSMP program elements based on monitoring or performance		
		Identify and illustrate SSO trends		
X	SSMP Program Audits	Conduct periodic audits		
		Record the results of the audit in a report		
		Record the changes made and/or corrective actions taken		
XI	Communications Program	Communicate with the public regarding the preparation of the SSMP		
		Communicate with the public regarding the performance of the SSMP		
		Communicate with tributary or satellite sewer systems		

DEPARTMENT OF UTILITIES		INDUSTRIAL WASTE SECTION	
Title: INTERCEPTOR POLICY	Page 1 of 2	Effective Date: August 1, 1991	
	Approved by:	Procedure Number:	

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- 4.4.4 Pre-wash sinks

4.5 Related equipment.

- 4.5.1 Grease interceptors shall be fitted with a standard manhole, brought to grade and finished with a standard manhole cover and ring.
- 4.5.2 A sampling box shall be located on the discharge side of the interceptor and must be constructed according to City of Santa Rosa standard #521.

**Appendix K - 2012 Agreement with the Federated Indians
of Graton Rancheria**

JOINT EXERCISE OF POWERS AGREEMENT

**BY AND BETWEEN
CITY OF ROHNERT PARK**

AND

**FEDERATED INDIANS OF GRATON RANCHERIA
FOR WASTEWATER SERVICES**

DATED AS OF

JUNE 26, 2012

EFFECTIVE AS OF

JULY 23, 2012

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12. GENERAL PROVISIONS.....	27

THIS JOINT EXERCISE OF POWERS AGREEMENT (this “**Agreement**”), dated as of this 26th day of June, 2012, is made by and between the CITY OF ROHNERT PARK, a municipal corporation organized and existing under and by virtue of the laws of the State of California (the “**City**”), and the FEDERATED INDIANS OF GRATON RANCHERIA, a federally recognized Indian tribe (the “**Tribe**”) (City or Tribe may be individually referred to as “**Party**” and collectively referred to as the “**Parties**”), with reference to the following facts and intentions:

WHEREAS, the Tribe is comprised of Coast Miwok and Southern Pomo Indians whose aboriginal territory includes Marin and Sonoma Counties, California;

WHEREAS, on October 1, 2010, pursuant to the Graton Rancheria Restoration Act (25 U.S.C. § 1300n-3), the Bureau of Indian Affairs and the Secretary of the Interior approved the Tribe's application (“**Trust Application**”) requesting that the United States take title to that certain property comprising approximately 254 acres of land in Sonoma County and hold the property in trust for the benefit of the Tribe as part of the Tribe's Reservation (“**Trust Lands**”);

WHEREAS, the Tribe intends to use its Trust Lands for operation of a gaming enterprise pursuant to the terms of the Indian Gaming Regulatory Act of 1988, codified at 25 U.S.C. § 2701 *et seq.*, (“**IGRA**”);

WHEREAS, the Governor of California and the Tribe entered into a tribal-state compact (“**Compact**”) to authorize and prescribe the terms of class III gaming on the Trust Lands pursuant to IGRA and the Compact was subsequently ratified by the California State Legislature and, on May 17, 2012, chaptered by the Secretary of State;

WHEREAS, prior to the lands going into trust, the National Indian Gaming Commission (“**NIGC**”) prepared and completed a Final Environmental Impact Statement (“**FEIS**”) evaluating the environmental consequences for the construction and operation of the Tribe's proposed gaming enterprise pursuant to the National Environmental Policy Act (“**NEPA**”);

WHEREAS, on October 15, 2012, the NIGC published a Record of Decision (“**ROD**”) for the proposed project concluding that the newly acquired Trust Lands are Indian lands which are eligible for gaming pursuant to IGRA and adopting a reduced intensity casino and hotel project as the preferred action alternative;

WHEREAS, the preferred action alternative is significantly smaller than the project initially proposed by the Tribe and includes a casino and a 6-story, 200-room hotel (“**Project**”) to be built on approximately 66 acres of land located on the northeastern portion of the Trust Lands and situated within the City's urban growth boundary and outside the 100-year flood plain on property designated in the FEIS as the Wilfred site and more particularly identified by the legal description set forth in Exhibit A and the map of property in Exhibit B (“**Project Area**”);

WHEREAS, the Project is located on Trust Lands outside the boundaries of the City and the City has no legal authority to exercise jurisdiction over, deliberate on, approve, disapprove or otherwise exercise judgment regarding the Trust Lands or the Project or gaming or other activities conducted in the Project Area;

WHEREAS, the City and the Tribe, recognizing that various impacts may arise in the City in connection with the gaming enterprise, entered into that certain Memorandum of Understanding dated October 14, 2003 wherein the Tribe agreed to make certain contributions and community investments to mitigate the impacts of the gaming enterprise (“**MOU**”);

WHEREAS, Section 5 of the MOU recognized the Tribe’s plan to construct and operate an on-site wastewater treatment facility and implement water conservation measures, but contemplated the alternative possibility of the City providing wastewater services to the Tribe, in which case the Tribe would agree to pay applicable fees and charges and its fair share of any capital improvements;

WHEREAS, the FEIS included an analysis of two on-site and one off-site wastewater treatment options for the Project, the latter involving a connection to the sewerage system owned by the City, including sewer lines, interceptor sewers, pumping station, and effluent pipelines (“**City Sewer System**”) and transportation to and treatment and disposal of the wastewater at the Subregional Laguna Wastewater Treatment Plant (“**Laguna WWTP**”);

WHEREAS, at present, wastewater collection, treatment, reclamation, recycling, reuse, and disposal of sanitary sewage have not been extended to the Project Area;

WHEREAS, in the absence of a binding agreement for off-site wastewater treatment, the NIGC identified the on-site wastewater treatment option with no off-reservation discharge as the preferred alternative in the ROD;

WHEREAS, after the NIGC issued the ROD, the Tribe undertook a detailed analysis of the wastewater treatment options for the Project in the December 2, 2011 “Graton Rancheria Off-Site Sanitary Sewer Alternative Analysis” prepared by RBF Consulting (“**RBF Report**”);

WHEREAS, the RBF Report identified a way to connect the Project to the City’s sewer system within existing public right-of-way by running pipes from the south end of the Project site east along Business Park Drive, turning south on Redwood Drive and west on J. Rogers Lane and terminating at a manhole in front of the existing City pump station (“**Alternative 2 Alignment**”), which is shown in Exhibit C;

WHEREAS, the Tribe has the power to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation and disposal of sanitary sewage and similar wastewaters and to prescribe fees and charges for such services on Trust Lands pursuant to the Tribe’s inherent sovereignty as exercised under the Tribe’s Constitution;

WHEREAS, the City has the power to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation, recycling, reuse and disposal of sanitary sewage and similar wastewaters and to prescribe fees and charges for such services pursuant to Government Code sections 38900 *et seq.*, Health and Safety Code sections 5470 *et seq.*, and Cal. Const. Article 11, Section 9 (“**Wastewater Services**”);

WHEREAS, the Parties have determined that the connection to the City Sewer System and City’s extension of Wastewater Services to the Project is desired to efficiently process

wastewater from the Project, minimize any potential off-reservation impacts, and protect the public health, safety and welfare;

WHEREAS, the Tribe desires to connect the Project to the City's Sewer System along the Alternative 2 Alignment and to receive Wastewater Services from the City for the Project;

WHEREAS, a federally recognized Indian tribe may enter into a joint powers agreement with other public agencies, including cities, under the Joint Exercise of Powers Act, codified at Government Code section 6500 *et seq.*;

WHEREAS, an agreement between the Tribe and the City to provide Wastewater Services to the Project, entered pursuant to the authority in the Joint Exercise of Powers Act, is intended to constitute an intergovernmental agreement ("IGA") pursuant to sections 4.4 of the Compact once the Compact becomes effective;

WHEREAS, as part of this Agreement, the Parties agree upon the operating and maintenance requirements in the form of Operating Requirements attached to this Agreement as Exhibit E;

WHEREAS, the City Council of the City held a duly noticed public meeting to consider adoption of this Agreement and approved its adoption pursuant to Resolution No. 2012 - 78, which is attached as Exhibit F;

WHEREAS, at a regular meeting of the Tribal Council on June 22, 2012, the Tribal Council authorized the adoption of this Agreement by adopting Resolution No. 12-20, which is attached as Exhibit G;

WHEREAS, at a regular meeting of the General Council of the Tribe on June 9, 2012, the General Council authorized the adoption of the limited waiver of sovereign immunity by adopting Resolution No. GC-12-16, which is attached as Exhibit I;

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the City and the Tribe do hereby agree as follows:

1. SCOPE, NATURE AND PURPOSE.

- 1.1 Pursuant to Sections 4.4 and 11.8.7 of the Compact, this Agreement shall be an IGA between the City and Tribe establishing the terms and conditions of Wastewater Service. The purpose of this Agreement is to authorize the City and Tribe, pursuant to that authority in the Joint Exercise of Powers Act under Government Code Section 6502, to jointly exercise their powers to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation, recycling, reuse, and disposal of sanitary sewage and similar wastewaters and to prescribe fees and charges for such services for the benefit of the lands and inhabitants within the Project Area.
- 1.2 The Parties agree that nothing in this Agreement or the Compact is intended to or shall affect or alter the City and/or the Tribe's rights or obligations under the

MOU, including but not limited to the Tribe's obligation to make contributions or other payments to the City under the MOU.

2. **TERMINOLOGY.** Capitalized terms in this Agreement shall have the meaning provided for in Exhibit D entitled "Definitions" and attached hereto.

3. **AGREEMENT ADMINISTRATION.**

- 3.1 The City Manager and/or his or her designee shall represent the City in all matters relating to the administration of this Agreement.

- 3.2 The Tribal Chair and/or his or her designee shall represent the Tribe in all matters relating to the administration of this Agreement.

4. **WASTEWATER SERVICES.**

- 4.1 **DEVELOPMENT & CONSTRUCTION OF TRIBAL FACILITIES.**

- 4.1.1 The Tribe shall, at its sole expense, provide for, develop and construct the sewage disposal infrastructure for the Project within the Project Area, which is referred to herein as the "**Tribal Facilities**" and more particularly defined in Exhibit D.

- 4.1.2 The Parties have negotiated and agreed that the Tribe shall construct Tribal Facilities to City standards, which standards are set forth in Exhibit E.

- 4.1.3 The Tribe shall furnish, at its sole expense, all labor, materials, equipment, tools, transportation and services necessary for the successful development and construction of the Tribal Facilities. The Tribe shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of its obligations required by this Agreement.

- 4.1.4 No operation or use of the Tribal Facilities shall occur until the Tribal Facilities are reviewed, approved in writing (which approval shall not be unreasonably withheld), and inspected by City officials as provided for in Exhibit E.

- 4.2 **DEVELOPMENT & CONSTRUCTION OF DEDICATED FACILITIES.**

- 4.2.1 The Tribe shall provide for, develop and construct the Dedicated Facilities within the City limits, including the new infrastructure repairs, replacements, improvements and/or modifications which will be made to the existing City Sewer System that are more particularly defined in Exhibit D ("**Dedicated Facilities**"), which are necessary to connect to the Tribal Facilities and to accommodate the Tribe's Wastewater needs for the Project. The Tribe shall be solely responsible for all costs associated with

the Tribe's provision, development and construction of the Dedicated Facilities.

- 4.2.2 The Tribe shall furnish, at the Tribe's sole expense, all labor, materials, equipment, tools, transportation and services necessary for the successful development and construction of the Dedicated Facilities.
- 4.2.3 Upon City inspection and approval that the Dedicated Facilities conform to the requirements of this Agreement, the Tribe shall irrevocably offer to dedicate the Dedicated Facilities to the City. The Tribe shall make such an offer using the City's standard Irrevocable Offer of Dedication form of agreement. This offer shall remain in effect and shall not be terminated until accepted by Resolution of the City Council. Provided that the Dedicated Facilities meet inspection and are completed, City Manager shall bring a Resolution accepting Tribe's Irrevocable Offer of Dedication before the City Council for approval before the Commencement Date. The City shall incur no liability with respect to this offer and shall not assume any responsibility for the Dedicated Facilities until they have been accepted by appropriate action of the City Council.
- 4.2.4 The City shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of its obligations required by this Agreement.

4.3 OPERATION & MAINTENANCE OF TRIBAL FACILITIES.

- 4.3.1 Operation and maintenance of the Tribal Facilities shall be the responsibility of the Tribe, at its sole expense. The Tribe shall, at its sole expense, make such repairs, replacements, improvements and/or modifications to the Tribal Facilities required under this Agreement, including the Operating Requirements, and as the City determines are reasonably necessary to ensure that the Project Sewer System continues to operate as originally designed and approved and in a manner which does not negatively impact City's Sewer System or the City's ability to provide wastewater services to its ratepayers.
- 4.3.2 The Tribe shall not destroy, alter, modify, remove or relocate the Tribal Facilities without the City's prior written consent, which consent shall not be unreasonably withheld.

4.4 OPERATION & MAINTENANCE OF DEDICATED FACILITIES.

- 4.4.1 Day-to-day operation and maintenance, including routine and minor repairs, replacements, improvements and/or modifications, of the Dedicated Facilities shall be the responsibility of the City, at the City's sole expense. The City shall, at the Tribe's sole expense, make such extraordinary and major repairs, replacements, improvements and/or

modifications to the Dedicated Facilities required under this Agreement and as the City determines are reasonably necessary to ensure that the Project Sewer System continues to operate as originally designed and approved and in a manner which does not negatively impact the City's Sewer System or the City's ability to provide wastewater services to its users.

- 4.4.2 In the event that a repair, replacement, improvement and/or modification to the City Sewer System is necessary to provide the Tribe with Wastewater Services under this Agreement, the City shall make such repair, replacement, improvement or modification, at the Tribe's sole expense.

4.5 OWNERSHIP OF & INTEREST IN FACILITIES & SEWER SYSTEM.

- 4.5.1 The Tribe shall own the Tribal Facilities.
- 4.5.2 Upon adoption of a Resolution of the City Council accepting the Tribe's Irrevocable Offer of Dedication, as provided for in Section 4.2.3, the City shall own the Dedicated Facilities.
- 4.5.3 Notwithstanding any other provision of this Agreement, the Parties acknowledge that the City presently owns and operates City Sewer System and shall retain sole and exclusive authority, ownership and responsibility for those facilities.
- 4.5.4 Notwithstanding any other provision of this Agreement, the Parties acknowledge that the City is a subregional partner in the Santa Rosa Subregional Sewage System, pursuant to the Master Agreement dated April 3, 1975, and as amended (the "**Master Agreement**"). Nothing in this Agreement is intended to or shall affect or alter the City's interest under that Master Agreement.
- 4.5.5 The Parties understand and agree that this Agreement contractually authorizes and guarantees that the Tribe shall receive from the City, upon payment therefor, the Capacity Service (which is more particularly described in Sections 4.7 and 5.2 hereof and the Operating Requirements) and Wastewater Services through the Project Sewer System, provided that in the event of a breach or default, such rights are subject to suspension, termination and other remedies as provided for in Sections 7 and 8.
- 4.5.6 Nothing in this Agreement shall be construed to be the City's express or implied consent to the annexation of the Project Area to the City, nor to the provision of services other than the Wastewater Services under the terms and conditions described herein.

4.6 STANDARDS OF DEVELOPMENT, CONSTRUCTION, OPERATION & MAINTENANCE.

- 4.6.1 In performing its obligations under this Agreement, the Tribe shall comply with the standards of development, construction, operation and maintenance established in the Operating Requirements, which are set forth in Exhibit E.

4.7 CONVEYANCE AND PROVISION OF WASTEWATER / CAPACITY SERVICES.

- 4.7.1 The Tribe shall exclusively receive Wastewater Services from the City for the Trust Lands, as more particularly described in Sections 6.1 and 6.2 of the Operating Requirements set forth in Exhibit E.
- 4.7.2 Upon completion of the Parties' development and construction obligations pursuant to Sections 4.1 through 4.6 of this Agreement and fulfillment of the Tribe's financial obligations pursuant to Sections 5 and 6 hereof, all of which are currently estimated to occur by no later than May 15, 2013 ("**Commencement Date**"), the Tribe shall collect and convey sanitary sewage and similar Wastewaters generated from the Project to the City at the Point of Delivery and the City shall commence operation of, and thereafter operate and maintain the Dedicated Facilities and shall provide Wastewater Services and Capacity Service to the Project by conveying, treating and disposing of all Wastewater received into the City Sewer System generated from the Project in a volume and pollutant loading not exceeding the amounts set forth herein.
- 4.7.3 The Capacity Service in treatment, disposal and reclamation works shall be average dry weather flow ("**ADWF**") expressed in million gallons per day ("**MGD**"). The total ADWF Capacity Service expressed in MGD that the City allots to the Tribe, at Tribe's sole expense, shall be 0.41 MGD. The ADWF Capacity Service paid for by the Tribe and allotted by the City to the Tribe shall be 0.20 MGD for Phase 1 and shall be 0.21 MGD for Phase 2 or as otherwise provided in Section 5.2.1. The Tribe shall have no right to use ADWF Capacity in excess of the amount paid for and allotted to the Tribe hereunder.
- 4.7.4 The Tribe and the City hereby understand and agree that maximum day peak wet weather flow ("**PWWF**") is a system constraint and so agree that the City shall provide Capacity Service based on PWWF limited to a flow rate of 0.83 MGD (35,553 gallons in one hour) for Phase 1 and 1.7 MGD (70,833 gallons in one hour) in any one hour for Phase 1 and Phase 2 combined if the combined ADWF Capacity Service is 0.41 MGD. If the Tribe elects to purchase only a portion of the Phase 2 ADWF Capacity Service (Section 5.2.1(b)) and cumulative ADWF Capacity Service is less than 0.41 MGD, then the PWWF shall be limited to the ADWF Capacity Service multiplied by a PWWF to ADWF peaking factor of 4.15. The Tribe shall have no right to use PWWF at a flow rate in excess of the amount allotted to the Tribe hereunder.

- 4.7.5 In providing the Wastewater Services and Capacity Service (which is more particularly described in Sections 4.7 and 5.2 hereof and the Operating Requirements), the City may use the City's capacity in the Laguna WWTP to treat and dispose of or recycle and reuse sewage generated in the Trust Lands and collected by the Project Sewer System. The City shall allow such use of the City's capacity, provided that the City may decline to allow such use for any additional sewage generated by the Project in excess of the wastewater volume, rate of flow, densities or intensities established pursuant to this Agreement. Tribe shall not discharge or cause to be discharged to the Project Sewer System any of the industrial wastes set forth in section 13.36.050 of the City's Municipal Code, as may be amended.

4.8 RECYCLED WATER SERVICES.

- 4.8.1 The City does not presently have access to recycled water or provide recycled water services to its residents and does not commit to providing the Tribe recycled water services hereunder. Notwithstanding the foregoing, if, however, the City becomes the managing agency of the existing recycled water distribution system within the City in the future, the Tribe may request that the City transport and convey recycled water to the Tribe for the Tribe's use in the Trust Lands ("**Recycled Water Service**").
- 4.8.2 The Tribe shall, at Tribe's sole expense, develop and construct the necessary infrastructure to convey recycled water to the Trust Lands ("**Recycled Water Facilities**"), consistent with the standards established in Exhibit E. The Recycled Water Facilities are comprised of approximately 1,000 feet of a new 8-inch recycled water main to be installed entirely underground within the existing public right-of-way from the southern boundary of the Project Area at the intersection of Labath and Business Park Drive, to the existing recycled water main located within Labath Avenue, approximately 300 feet north of Martin Avenue / Labath Avenue intersection. The location of the Recycled Water Facilities is depicted in Exhibit C, hereto.
- 4.8.3 Upon the City's inspection and approval of the Recycled Water Facilities, the Tribe shall irrevocably offer to dedicate that portion of the Recycled Water Facilities within the City limits to the City and the City may accept the dedication in the same manner as provided for in Section 4.2.3.
- 4.8.4 Upon acceptance of the dedication, the City shall provide Recycled Water Service to the Tribe on a mutually acceptable date. Said Recycled Water Service shall become part of the Wastewater Services provided for under this Agreement and shall be operated and maintained consistent with the standards established in Exhibit E and subject to all of the provisions hereof, including but not limited to, those provisions for payment provided

for in Sections 5 and 6 and termination, suspension and other remedies provided for in Sections 7 and 8.

4.8.5 Operation and maintenance of the Recycled Water Facilities in the Project Area shall be the responsibility of the Tribe, at its sole expense. The Tribe shall, at its sole expense, make such repairs, replacements, improvements and/or modifications to the Recycled Water Facilities required under this Agreement, including the Operating Requirements, and as the City determines are reasonably necessary to ensure that the recycled water system continues to operate as originally designed and approved and in a manner which does not negatively impact the City's recycled water system or the City's ability to provide recycled water services to its ratepayers.

4.8.6 The Tribe shall not destroy, alter, modify, remove or relocate the Recycled Water Facilities without the City's prior written consent, which consent shall not be unreasonably withheld.

5. FEES AND CHARGES.

5.1 **IMPLEMENTATION COSTS.** The Tribe shall be solely responsible for paying all design, permitting, construction, review, inspection, operating and maintenance costs incurred by the Parties for the Tribal Facilities and Dedicated Facilities, as well as any improvements to the Project Sewer System as provided for in Section 4.4. These costs shall also include the City legal and staff time required to prepare this Agreement, to advise on the provision of Wastewater Services and to achieve compliance herewith. The City shall provide the Tribe with an invoice for any such costs the City incurs and the Tribe shall provide remuneration as provided for in Section 6.

5.1.1 If the City determines that it is necessary to contract with outside consultants in order to satisfy its obligations under Section 4 of this Agreement, the Tribe shall be solely responsible for the actual and administrative costs of contracted and additional services and provide remuneration as provided for in Section 6, provided however that the rate for such services will be established in a manner consistent with existing City practices.

5.1.2 The Tribe shall pay, when due, all persons furnishing labor or materials in connection with any work to be performed by or on behalf of the Tribe related to this Agreement, and shall keep the City's interests in its public infrastructure free and clear of any related mechanics' liens or stop notices related to such work.

5.2 PUBLIC FACILITIES FINANCING PLAN ("PFFP") FEES.

5.2.1 City has prepared and adopted the PFFP in order to identify capital facilities necessary to serve new development, and to develop a comprehensive strategy for managing the financing of such facilities,

among other purposes. The Tribe shall pay all applicable PFFP Fees and other City fees related to impacts on the City of reserving sufficient capacity to provide Wastewater Services to the Tribe. The nature of the Capacity Service is more particularly described in the Operating Requirements.

- (a). Prior to the Commencement Date, upon request of the Tribe, the City shall notify the Tribe of the total applicable PFFP Fees for the Project (including Phases 1 and 2), as provided for in Section 5.2.2, and the Tribe shall pay the PFFP Fees to the City within thirty (30) days of the date of the notice.
- (b). Prior to the Commencement Date, the Tribe may alternatively request that the City calculate the PFFP Fee for Phase 1 of the Project. The City shall notify the Tribe of the applicable PFFP Fees for Phase 1 of the Project, as provided for in Section 5.2.2, and the Tribe shall pay the PFFP Fees for Phase 1 of the Project within 30 days of receipt of the notice. No later than eighteen (18) months after the Commencement Date, the Tribe shall notify the City of its intent to proceed with all or a portion of Phase 2 of the Project. In the event the Tribe timely affirms its intent to proceed with all or a portion of Phase 2, the City shall notify the Tribe of the applicable PFFP Fees for such portion or all of Phase 2 of the Project, as provided for in Section 5.2.2, and the Tribe shall pay the PFFP Fees applicable to the portion or all of Phase 2 of the Project for which the Tribe intends to proceed no later than thirty (30) days after the mailing of notice of the applicable Phase 2 PFFP Fee amount. In the event the Tribe timely notifies the City of its intent not to proceed with Phase 2, or fails to timely notify the City of its intent regarding Phase 2, then the Capacity Service shall remain at the amount purchased for Phase 1 for the life of this Agreement, unless the Parties amend this Agreement. Whatever portion, if any, the Tribe elects to purchase in Phase 2, then the Capacity Service shall remain at the amount purchased at that Phase 2 combined with the Phase 1 portion for the life of this Agreement, unless the Parties amend this Agreement. The Parties expressly understand and agree that any remainder not timely purchased will no longer be reserved for the Tribe.
- (c). In the event the Tribe fails to timely make any PFFP Fee payments to the City, the City may terminate this Agreement for cause as provided for in Section 7.2.3.

- (d). In no event shall the Tribe be entitled to more than the total Capacity Service allotment of 0.41 MGD, as more particularly set forth in Section 4.7.3.

5.2.2 The PFFP Fees shall be determined by the City at the rate set forth in the City's approved Public Facilities Financing Plan (PFFP) based upon the rate category that is most comparable to the Tribe's use as determined by the City Manager or his or her designee based on reasonable evidence. Presently, the City has determined that the most comparable rate category under the PFFP Fee schedule adopted by the Council on May 8, 2012 by Resolution 2012-44 is provided for in Table 3 for non-residential wastewater fees on a per gallon basis for retail and/or hotel/motel in the Northwest Specific Plan Area, which is currently calculated to be \$64.30 per gallon per day. However, nothing in this Agreement shall be construed to limit the City's authority to update or amend the PFFP schedule, so long as the City applies a similar "fair share" methodology to the calculation of the PFFP Fee applicable to the Tribe as the City applies to the calculation of other PFFP Fees. The Tribe's PFFP Fees shall be based on the PFFP Fee schedule in effect at the time of payment. Provided that the City substantially complies with this Section 5.2.2, the Tribe hereby covenants not to sue the City in connection with, and waives any and all rights to challenge, the PFFP Fee, including any updates to the PFFP, on any grounds whatsoever.

5.3 **WASTEWATER SERVICES CHARGES.** In consideration of the City's provision of Wastewater Services, the City shall charge the Tribe and the Tribe agrees to and shall pay the City amounts the same or equivalent to the any and all Wastewater Services charges in effect at the time which, if the Project Area were not in trust status, would be charged by the City ("**Wastewater Service Charges**"). The Wastewater Services Charges shall be based upon the rate category most comparable to the Tribe's discharge as determined by the City Manager or his or her designee based on reasonable evidence. Presently, the City has determined that the most comparable rate category of Wastewater Service Charges is "Non-Residential - Medium Strength" under Ordinance No. 837; provided, however, that the Tribe shall pay an additional ten percent (10%) operational fee on that category in consideration of, among other things, the volume of wastewater that will be generated, the Trust Lands being located outside the City's boundaries, the Tribe's unique status as a sovereign entity, and the considerable time and resources the City will expend in carrying out its obligations under this Agreement. It is expressly understood and agreed upon by the Tribe that the City may update rates, adopt new rates, and/or change rate calculation methodologies from time to time, in City's sole discretion so long as the City applies a similar methodology to the calculation of the Tribe's Wastewater Service Charges as the City applies to the calculation of other Wastewater Service Charges. Provided that the City substantially complies with this Section 5.3, the Tribe hereby covenants not to sue the City in connection with, and waives any and all rights to challenge, the Wastewater Service Charges on any grounds whatsoever.

5.4 **RECYCLED WATER SERVICE CHARGES.** In consideration of the City's provision of Recycled Water Services, the City shall charge the Tribe and the Tribe agrees to and shall pay the City amounts the same or equivalent to any and all recycled water service charges in effect at the time, which, if the Project Area were not in trust status, would be charged by the City ("**Recycled Water Service Charges**"). The Recycled Water Service Charges shall be based upon the rate category most applicable to the Tribe's usage as determined by the City Manager or his or her designee based on reasonable evidence; provided however that the Tribe shall pay an additional ten percent (10%) operational fee on that category in consideration of, among other things, the volume of wastewater that will be generated, the Trust Lands being located outside the City's boundaries, the Tribe's unique status as a sovereign entity, and the considerable time and resources the City will expend in carrying out its obligations under this Agreement. It is expressly understood and agreed upon by the Tribe that the City may update rates, adopt new rates, and/or change rate calculation methodologies from time to time, in City's sole discretion so long as the City applies a similar methodology to the calculation of the Tribe's Recycled Water Service Charges as the City applies to the calculation of other Recycled Water Service Charges. Provided that the City substantially complies with this Section 5.4, the Tribe hereby covenants not to sue the City in connection with, and waives any and all rights to challenge, the Recycled Water Service Charges on any grounds whatsoever. In the event that the City has not adopted rates for recycled water at the time Recycled Water Service commences, the City shall charge and the Tribe agrees to and shall pay the City amounts the same or equivalent to the City's domestic water charges, until such time as Recycled Water Service Charges are adopted by the City. The domestic water charge the City charges the Tribe shall be based upon the rate category most comparable to the Tribe's usage as determined by the City Manager or his or her designee, based on reasonable evidence.

5.5 **LAGUNA WWTP CAPACITY COSTS.** In addition to the Wastewater Services Charges provided for in Section 5.3 and the PFFP Charges in Section 5.2, the Tribe shall pay the costs incurred by the City, up to a maximum cost of Six Hundred Thousand Dollars per year (\$600,000), under the "Agreement For Interim Transfer of Capacity" between the City of Santa Rosa and the City of Rohnert Park, and dated as of September 25, 2001 ("**Interim Transfer Agreement**"), as may be amended, which is incorporated herein by reference, provided that the City continues to provide to the Tribe Wastewater Services and Capacity Service, until such time as that agreement is terminated by the parties thereto. In the event that the Interim Transfer Agreement is amended, the Parties hereto may renegotiate the Laguna WWTP capacity costs which the Tribe is obligated to pay under this Section 5.5 and memorialize their agreement with a written amendment to this Agreement.

5.6 **EFFECT OF PROPOSITION 218 AND RATE ROLLBACKS.**

5.6.1 The City and the Tribe agree that the fees and changes described in Sections 5.1 through 5.5 and 5.10 are being incurred voluntarily by

negotiation, are not being imposed upon the Tribe by the City, and that the Tribe shall not have any rights to receive Proposition 218 notices or cast protests under Proposition 218.

5.6.2 Notwithstanding Sections 5.1 through 5.5, in the event that any of the fees and costs described in Sections 5.1 through 5.5 are rolled back or reduced pursuant to an initiative or referendum or similar measure enacted pursuant to Proposition 218, the rollback or reduction shall not affect the fees and costs the Tribe is required to pay under this Agreement and the Tribe shall continue to pay the rate applicable under the schedule in effect immediately prior to the rollback or reduction. The Tribe shall receive the benefit of any other future rate reductions that may be enacted by the City Council from time to time.

5.7 **TAXES, ASSESSMENTS AND PREMIUMS.** The Tribe shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes, assessments and premiums or insurance contributions which the Tribe is responsible for paying under federal, state or local law by reason of or in connection with the obligations to be performed under this Agreement.

5.8 **THIRD PARTIES.** The City shall not be obligated or liable for payment hereunder to any party engaged by Tribe for the performance of the Tribe's obligations under this Agreement. The Tribe's duty to indemnify, as provided for in Section 9.2, shall include the duty to protect the City from such third party claims.

5.9 **FINES.** The Tribe shall be solely responsible for regulatory fines and penalties incurred as a result of the Tribe's actions or omissions under this Agreement. The City shall be responsible for regulatory fines and penalties incurred as a result of the City's sole actions or omissions under this Agreement.

5.10 **Negotiation Costs.** The City shall invoice the Tribe and the Tribe shall be solely responsible for the reimbursement of the City's actual costs incurred in negotiating this Agreement, which costs include the cost of City department heads, legal counsel, and similar personnel to draft, review and implement this Agreement.

6. **TRIBAL PAYMENTS.**

6.1 **DEPOSIT ACCOUNT.**

6.1.1 The Tribe shall deposit, via three installment payments, a cash sum with the City in an amount equal to three (3) times the monthly amount of the charges and costs set forth in Section 5.4 and 5.5 of this Agreement, which the Parties agree is fairly estimated at five hundred thousand dollars (\$500,000.00) (the "**Deposit**"). For the first installment, the Tribe shall deposit a cash sum with the City in the amount of One Hundred Thousand dollars (\$100,000.00) within thirty (30) days after execution of this

Agreement. For the second installment, the Tribe shall deposit an additional cash sum with the City in the amount of One Hundred and Fifty Thousand dollars (\$150,000.00) no later than the Commencement Date. For the third installment, the Tribe shall deposit an additional cash sum with the City in the amount of Two Hundred and Fifty Thousand dollars (\$250,000.00) no later than the opening date, which shall be the date on which the Tribe commences gaming operations which are open to the public ("**Opening Date**"). Together these three installment payments total five hundred thousand dollars (\$500,000.00).

- 6.1.2 The City shall hold the Deposit in a separate, interest-bearing deposit account. Any interest accruing on the balance of the Deposit shall remain in the deposit account, accruing to the benefit of the Tribe.
- 6.1.3 If the Tribe breaches any provision of this Agreement, the City may (but shall not be required to), without prejudice to any other remedy it has, apply all or part of the Deposit to: (i) any delinquent invoice, (ii) any amount that the City may spend or become obligated to spend in exercising City's rights under this Agreement, (iii) any liquidated damages owed pursuant to Sections 8.1.3 and 8.2.2; (iv) any late charges not paid in accordance with Section 6.1.6, and/or (v) any expense, loss, or other damage that the City may suffer because of the Tribe's default.
- 6.1.4 Tribe may not assign or encumber the Deposit account without City's prior, written consent. Any attempt to do so shall be void and shall not be binding on the City.
- 6.1.5 The City shall provide written notice to the Tribe of the amount of any deductions which are made from the deposit account. The Tribe shall replenish the deposit account to an amount sufficient to restore the Deposit by the amount withdrawn and to the amount prior to the withdrawal within fifteen (15) days of the mailing of the notice.
- 6.1.6 Any amount of the deposit account not timely replenished pursuant to 6.1.5, shall be subject to a five percent (5%) late charge, provided however, that in the event the Tribe fails to replenish the Deposit on two (2) consecutive occasions, the late charge shall thereafter be ten percent (10%). The Parties agree that this late charge represents a reasonable estimate of the expenses the City will incur. The City's acceptance of the late payment shall not constitute a waiver of the Tribe's breach with respect to the overdue amount or prevent the City from exercising any of the rights and remedies available to the City under this Agreement.
- 6.1.7 If the Tribe performs every provision of this Agreement to be performed by the Tribe, the unused portion of the Deposit (with interest) shall be returned by the City to the Tribe within thirty (30) days following the expiration or termination of this Agreement.

6.2 **TIMING OF PAYMENT AND INVOICES.** Except as otherwise provided for herein or agreed to by the Parties in writing, City shall monthly in arrears (or other applicable billing procedures) render invoices outlining the items for which payment is requested for any and all costs, fees and charges, and fines required under Sections 5.1 through 5.5 and Section 5.9 and 5.10 of this Agreement. Invoices shall be due and Tribe shall pay said invoices within thirty (30) days of mailing the invoice.

6.2.1 If Tribe disputes any of City's costs and/or charges, it shall give written notice to the City Manager within ten (10) days of the City mailing an invoice of such disputed fees and clearly state the basis for the dispute. Within ten (10) days, the City Manager or his or her designee shall render a decision regarding the dispute. The findings of the City Manager shall be based on reasonable evidence and meet any applicable legal requirements. For purposes of Section 8 of this Agreement, the City Manager's decision shall be considered to be a final decision which may be subject to dispute resolution. Any amount found to be due shall be immediately due and payable upon the receipt of notice.

6.2.2 In the event that the Tribe fails to pay an invoice or any portion thereof, it shall become delinquent thirty (30) days after mailing the invoice. Invoices not paid by this date shall be subject to a penalty of ten percent (10%). The Tribe shall pay this amount for each calendar month in which all or any part of any invoice payment remains delinquent. The Parties agree that this late charge represents a reasonable estimate of the expenses the City will incur. The City's acceptance of the late payment shall not constitute a waiver of the Tribe's breach with respect to the overdue amount or prevent the City from exercising any of the rights and remedies available to the City under this Agreement.

6.2.3 By way of example, if the City mailed an invoice to the Tribe on January 1st for \$50,000 and the Tribe failed to pay the invoice by January 31st, the City would apply the 10% delinquency penalty described in Section 6.2.2 and the amount due would be \$55,000. If there were sufficient funds available, the City would deduct the \$55,000 from the deposit account and notify the Tribe of the same. If the Tribe failed to replenish the \$55,000 in the deposit account within 15 days after the date of the notice, then the City would impose the 5% late charge described in Section 6.1.6 and the Tribe would owe \$57,750 to replenish the deposit account.

6.3 **NATURE OF PAYMENTS.** The Parties expressly understand and agree that any and all costs, fees, and charges incurred under this Agreement are due and owing at the time set forth herein regardless of the timing or amount of payments made to the City by the State Gaming Agency under the Graton Mitigation Fund. The Parties further agree that Section 11.8.7 of the Compact allows the Parties to negotiate compensation for public services in this manner. Because the payments required under this Agreement would otherwise represent operating costs for the

Tribe, and the Tribe is the exclusive source of funds for the Wastewater Services, the Parties have determined that requiring upfront payment of any and all costs, fees and charges incurred under this Agreement is a reasonable and appropriate means of compensation.

- 6.4 **DELINQUENCY.** In the event that the Tribe fails to timely pay an invoice or timely replenish the Deposit account, the City may suspend or terminate Wastewater Services as provided for in Section 7 of this Agreement. In addition, the City may use all available remedies including initiation of an action in court to collect the unpaid invoice(s) and all applicable penalties. The Tribe expressly waives its right to assert sovereign immunity in such a proceeding. The Tribe shall be responsible for all fees and costs incurred by the City to obtain delinquent payments, including, without limitation, attorneys fees and costs.

6.5 **CREDITS.**

- 6.5.1 The City may credit to the Tribe any amount of money which the Tribe pays the City in excess of the amount due under the invoice(s), which sum shall be applied as a credit towards payments due on the next invoice that the Tribe would otherwise be required to make.
- 6.5.2 The City agrees to allow the Tribe to represent to the State Gaming Agency that payments made under this Agreement may be credited as payments to the City under the Graton Mitigation Fund, which fund is more particularly described in Section 4.5.1 of the Compact; provided however, that any such credits shall in no way affect or offset the payments made to the City from the Graton Mitigation Fund pursuant to the MOU.

7. **TERM & TERMINATION.**

- 7.1 **TERM.** This Agreement shall become effective upon its execution by the Parties hereto and shall continue in full force and effect until terminated.

7.2 **SUSPENSION/TERMINATION.**

- 7.2.1 **SUSPENSION/TERMINATION OF WASTEWATER SERVICES FOLLOWING DISPUTE RESOLUTION.** The City may suspend and/or terminate the Tribe's Wastewater Services (which may include Recycled Water Services) when: (i) any provision of this Agreement, the Operating Requirements, or the Regulations is violated by the Tribe, (ii) a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance, as defined in the City of Rohnert Park Municipal Code, or (iii) unfavorable conditions of the Project Sewer System exist as determined by the City Manager or his or her designee based upon reasonable evidence. This provision is in addition to other statutes, rules, or regulations authorizing suspension and/or termination of service. Prior to suspension or termination of Wastewater Services pursuant to this

Section 7.2.1, the City shall seek correction of defaults and/or resolution of disputes, pursuant to Section 8 hereof. During the period of time the Wastewater Service is suspended or terminated, the remainder of the Agreement shall remain in effect.

- 7.2.2 IMMEDIATE SUSPENSION/TERMINATION OF WASTEWATER SERVICES.** Notwithstanding Section 7.2.1, the City may immediately suspend and/or terminate Tribe's Wastewater Services (which may include Recycled Water Services) in the event the Project causes a significant negative impact to the City's Sewer System or the City's ability to provide wastewater services to its ratepayers due to: (i) a significant threat to public health or safety, and/or (ii) if a default or mediated dispute is not resolved through the procedures established in Section 8. During the period of time the Wastewater Service is suspended or terminated, the remainder of the Agreement shall remain in effect.

In addition to or instead of the option of immediate suspension/termination of Wastewater Services, if the City reasonably believes that the Tribe's violation of this Agreement has caused or will cause a significant threat to public health or safety, the City may pursue any and all other remedies available in law or equity, including *ex parte* applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for declaratory relief or specific performance of this Agreement. The result of every action or omission by the Tribe whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity to remedy such nuisance shall be applicable against every such result and may be exercised by the City, including provisions of the Rohnert Park Municipal Code governing nuisances, including those provisions requiring reimbursement to the City for any costs incurred in removing, abating, or remedying said nuisance. The Tribe expressly waives its right to assert sovereign immunity in such a proceeding.

- 7.2.3 Termination of Agreement for Cause.** Notwithstanding the provisions of Section 7.2.1, 7.2.2 or 8, the City may terminate this Agreement when the Tribe causes a violation of any provision of this Agreement, the Operating Requirements, or the Regulations, or if the Tribe's operation of the Tribal Facilities or Recycled Water Facilities results in a discharge of wastewater that causes or threatens to cause a condition of contamination, pollution, or nuisance, as defined in the City of Rohnert Park Municipal Code as determined based on reasonable evidence. Notwithstanding the foregoing, if the Tribe's operation of the Tribal Facilities causes a violation of the Operating Requirements or this Agreement, the City may, in its sole discretion, nonetheless continue to provide Recycled Water Services to the Tribe in accordance with this Agreement. Similarly, if the

Tribe's operation of the Recycled Water Facilities causes a violation of the Operating Requirements or this Agreement, the City may, in its sole discretion, nonetheless continue to provide Wastewater Services (other than the Recycled Water Services) to the Tribe in accordance with this Agreement.

7.3 Payment Upon Termination. In the event this Agreement is terminated, pursuant to this Section 7, the Tribe shall pay for the actual value of the service or work performed under the Agreement up to the time of termination. In the event that termination requires removal of or modification to the Project Sewer System or recycled water system, the Tribe and the City shall timely complete such work at Tribe's sole expense. Upon termination of the Agreement, the City will submit a final invoice to the Tribe as provided for herein. Termination will not result in reimbursement or refund of any fees or other charges incurred or paid by the Tribe. Further, the City shall incur no liability or damages for the City's decision to terminate.

7.4 Tribal Termination and Remedies. The Parties acknowledge and agree that the City's performance of its obligations by the Commencement Date is of the essence in order to allow the Project to be operational. Accordingly, if, after the conditions precedent set forth in Section 4.2 have been timely satisfied, the City fails to timely accept the Dedicated Facilities or to connect the Tribal Facilities to the Dedicated Facilities or to provide Wastewater Services, then, notwithstanding any other provision of this Agreement, the Tribe's remedies shall be limited to: (i) terminating this Agreement or (ii) pursuing injunctive relief, including *ex parte* applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default and actions for specific performance of this Agreement. The Tribe shall not seek and hereby waives the right to receive damages, including but not limited to monetary, punitive, liquidated, consequential or special damages.

8. DEFAULT AND DISPUTE RESOLUTION. In the event of a default under this Agreement, the Parties recognize that a mutually binding and judicially enforceable method of correcting defaults and resolving potential disputes that may arise under this Agreement is desirable and beneficial and agree to the following:

8.1 FACILITIES DEFAULT (NON-HEALTH RELATED). The occurrence of any of the following, provided that it does not pose a significant threat to public health and safety, shall constitute a default by Tribe under this Agreement: (i) the Tribe's failure to develop, construct, operate or maintain the Tribal Facilities or Recycled Water Facilities in accordance with the terms of this Agreement, and/or (ii) the Tribe's failure to perform any of its other obligations with respect to the Tribal Facilities or Recycled Water Facilities hereunder. In the event of such a default, the default shall be resolved as follows:

8.1.1 The City shall notify the Tribe in writing of the condition of the Tribal Facilities or Recycled Water Facilities which do(es) not conform to the

terms of this Agreement and specify in detail the deficiencies and the actions required to be taken by the Tribe to cure the deficiencies.

- 8.1.2 Upon notification of any deficiency caused by the Tribal Facilities or Recycled Water Facilities or the operation of such facilities, the Tribe shall correct, remedy or cure the deficiency within the timeframe specified by the City.
- 8.1.3 If the Tribe fails to cure any such deficiencies following written notice and an opportunity to cure as provided for above, the Tribe shall pay to the City liquidated damages in the amount of two thousand five hundred dollars (\$2,500.00) per day for each and every day's delay in curing the deficiency beyond the completion date so specified. The Parties agree that this liquidated damages charge represents a reasonable estimate of the expenses the City will incur. The City's acceptance of the liquidated damages shall not constitute a waiver of the Tribe's breach or prevent the City from exercising any of the rights and remedies available to the City under this Agreement.
- 8.1.4 If the Tribe fails to cure any such deficiencies following written notice and an opportunity to cure as provided for above the City, at its option and without waiving the City's rights for the Tribe's failure to perform or releasing the Tribe from such obligation, may develop, construct, operate or maintain and/or make the necessary repairs and replacements to the Tribal Facilities or Recycled Water Facilities at Tribe's sole expense. As provided for in Section 6.2, the City shall invoice and the Tribe shall reimburse the City all of the City's costs incurred in curing the deficiency, plus a ten percent (10%) administrative fee.
- 8.1.5 In addition to the foregoing remedies, the City may also pursue any and all other remedies available in law or equity in the event of the Tribe's breach of its obligations with respect to the Tribal Facilities or Recycled Water Facilities set forth herein, including *ex parte* applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for declaratory relief or specific performance of this Agreement. The result of every action or omission by the Tribe whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity to remedy such nuisance shall be applicable against every such result and may be exercised by the City, including provisions of the Rohnert Park Municipal Code governing nuisances, including those provisions requiring reimbursement to the City for any costs incurred in removing, abating, or remedying said nuisance. The Tribe expressly waives its right to assert sovereign immunity in such a proceeding.

8.2 **FACILITIES DEFAULTS (HEATH-RELATED).** The occurrence of any of the following, provided that it has caused or will cause a significant threat to public health and safety based on reasonable evidence, shall constitute a default by the Tribe under this Agreement: (i) the Tribe's failure to develop, construct, operate or maintain the Tribal Facilities or Recycled Water Facilities in accordance with the terms of this Agreement, and/or (ii) the Tribe's failure to perform any of its other obligations with respect to the Tribal Facilities hereunder. In the event of such a default, the default shall be resolved as follows:

8.2.1 The City may, in its sole discretion:

- (a). Immediately suspend or terminate Wastewater Services, as provided for in Section 7.2.2.
- (b). Terminate the Agreement for cause, as provided for in Section 7.2.3.
- (c). Notify the Tribe of the condition of the Tribal Facilities or Recycled Water Facilities which does not conform to the terms of this Agreement and specify the deficiencies and the actions required to be taken by the Tribe to cure the deficiencies, including, but not limited to an order to cease and desist the flow of Wastewater. Upon receipt of such notice, the Tribe shall cure the deficiencies as soon as possible and no later than the time specified by the City.
- (d). Develop, construct, operate or maintain and/or make the necessary repairs and replacements to the Tribal Facilities or Recycled Water Facilities at the Tribe's sole expense, including entering upon the Tribe's Project Area to block the flow of Wastewater. As provided for in Section 6.2, the City shall invoice and the Tribe shall reimburse the City all of the City's costs incurred in curing the deficiency, including attorney's fees for actions taken to cure the deficiency, plus a ten percent (10%) administrative fee, prior to any commencement of Wastewater flows.
- (e). Decline to continue or recommence Wastewater Service to the Tribe unless the Tribe first (a) satisfactorily demonstrates its ability to Comply to the City Manager or his or her designee, and/or (b) files a satisfactory cash deposit, payable to the City, in a sum not to exceed a value determined by the City Manager or his or her designee, to be necessary to achieve consistent compliance.

8.2.2 If the Tribe fails to cure any such deficiencies or does not comply with an order of the City made pursuant to Section 8.2.1, the Tribe shall pay to the

City liquidated damages in the amount of two thousand five hundred dollars (\$2,500.00) per day for each and every day's delay in curing the deficiency beyond the completion date so specified. The Parties agree that this liquidated damages charge represents a reasonable estimate of the expenses the City will incur. The City's acceptance of the liquidated damages shall not constitute a waiver of the Tribe's breach or prevent the City from exercising any of the rights and remedies available to the City under this Agreement.

8.2.3 In addition to or instead of the foregoing remedies, the City may also pursue any and all other remedies available in law or equity in the event of the Tribe's breach of its obligations with respect to the Tribal Facilities or Recycled Water Facilities set forth herein, including *ex parte* applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for declaratory relief or specific performance of this Agreement. The result of every action or omission by the Tribe whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity to remedy such nuisance shall be applicable against every such result and may be exercised by the City, including provisions of the Rohnert Park Municipal Code governing nuisances, including those provisions requiring reimbursement to the City for any costs incurred in removing, abating, or remedying said nuisance. The Tribe expressly waives its right to assert sovereign immunity in such a proceeding.

8.3 **OTHER DEFAULTS.** For other defaults under this Agreement relating to anything other than the defaults described in Sections 8.1 and/or 8.2, either Party may initiate mediation to resolve any dispute arising under this Agreement. The Tribe expressly waives and waives its right to assert sovereign immunity in such a proceeding. The mediation shall be conducted in accordance with the following procedures:

8.3.1 The Parties shall select a mutually agreeable mediator to conduct the mediation in Sonoma County.

8.3.2 Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.

8.3.3 Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

8.3.4 The costs of the mediator, if any, shall be paid equally by the Parties.

9. **INSURANCE AND INDEMNIFICATION.**

9.1 **INSURANCE.**

- 9.1.1 The City shall maintain in full force and effect its current insurance coverage type and limit through Redwood Empire Municipal Insurance Fund (REMIF) or other municipal insurance provider.
- 9.1.2 The Tribe shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit H, which is incorporated by this reference as though set forth in full.
- 9.1.3 In order to effectuate the insurance coverage, the Tribe shall expressly waive, and waive its right to assert, sovereign immunity up to the limits of the Policy, in accordance with the tribal resolution referenced in Section 9.7 below, in connection with any claim for bodily injury, personal injury, or property damage, arising out of, connected with, or relating to the operation of the Project Sewer System; provided, however, that nothing herein requires the Tribe to agree to liability for punitive damages or to waive its right to assert sovereign immunity in connection therewith. The Policy shall acknowledge in writing that the Tribe has expressly waived, and waived its right to assert, sovereign immunity for the purpose of mediation of those claims up to the limits of the Policy referred to above and for the purpose of enforcement of any ensuing award or judgment and shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of the Policy; however, such endorsement or acknowledgement shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity for any portion of the claim that exceeds the Policy limits.
- 9.2 **TRIBE INDEMNIFICATION.** The Tribe, to the fullest extent allowed by law, agrees to and shall indemnify, protect, defend (as set forth in Section 2788 of the California Civil Code) and hold harmless (with counsel reasonably acceptable to the City) the City and the City Representatives from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by: (a) any act, omission or negligence of the Tribe or its contractors, licensees, invitees, agents, lessees, servants or employees, related to or in connection with the performance of its obligations under this Agreement, (b) any negligence of the Tribe, including Claims relating to the City's active negligence, except where such claims are caused by the sole negligence or willful misconduct of the City, (c) claims to attack, set aside, void or annul the City's approval of this Agreement, or the City's CEQA determination with respect to the approval of this Agreement, and (d) the implementation of this Agreement by the City (collectively, "**Claims**"). In the event that any Claim is brought against the City or City Representatives, the Tribe upon notice from the City shall pay for all the City's legal and staff costs incurred in defending any such claim. The City shall defend the Claim, at the Tribe's sole expense, and shall consult with the Tribe during the pendency of the action or proceeding. The provisions of this section shall survive completion of the Wastewater Services and/or the expiration or other termination of this Agreement. The Tribe acknowledges and agrees that

the obligations of the Tribe under this Section 9.2 are material elements of the consideration to the City for the performance of its obligations under this Agreement, and that City would not have entered into this Agreement unless such obligations were as provided for herein.

- 9.3 **CITY INDEMNIFICATION.** The City, to the fullest extent allowed by law, agrees to and shall indemnify, protect, defend and hold harmless the Tribe and Tribal Representatives from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by: (a) the sole or active negligence or willful misconduct of the City or its contractors, licensees, invitees, agents, lessees, servants or employees, related to or in connection with the performance of its obligations under this Agreement, and (b) any sole negligence of the City (collectively, "**Tribal Claims**"). In the event that any Tribal Claim is brought against the Tribe or Tribal Representatives, the City upon notice from the Tribe shall pay for all Tribe's legal and staff costs incurred in defending any such claim. The provisions of this section shall survive completion of the Wastewater Services and/or the expiration or other termination of this Agreement.
- 9.4 **SCOPE OF OBLIGATION.** The Tribe's duty to indemnify, protect, defend and hold harmless as set forth herein shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Tribe under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by the Tribe and shall continue to bind the parties after termination/completion of this Agreement. This indemnification shall be regardless and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this Agreement.
- 9.5 **CITY REPRESENTATIVE LIABILITY.** No City Representative shall be personally liable to the Tribe or otherwise in the event of any default or breach of the City, or for any amount which may become due to the Tribe or any successor in interest, for any obligations directly or indirectly incurred under the terms of this Agreement.
- 9.6 **TRIBAL REPRESENTATIVE LIABILITY.** No Tribal Representative shall be personally liable to the City or otherwise in the event of any default or breach of the Tribe, or for any amount which may become due to the City or any successor in interest, for any obligations directly or indirectly incurred under the terms of this Agreement.
- 9.7 **LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

- 9.7.1 For the purpose of actions or mediations based on disputes between the City and the Tribe that arise under or pertain to this Agreement and the enforcement of any judgment or award resulting therefrom, the Tribe expressly, unequivocally, and irrevocably agrees to and shall (i) waive the Tribe's right to assert sovereign immunity in favor of the City as to disputes arising under, or in connection with, the Agreement and any other agreement executed by the Tribe in connection with the Agreement, (ii) waive any requirement that disputes be heard in a court or other dispute resolution forum of the Tribe, whether under the doctrines of exhaustion of Tribal remedies, comity, or otherwise; and (iii) consent to the jurisdiction of state and federal courts and to mediation as well as the application of the laws of the state of California to govern and interpret the Agreement.
- 9.7.2 The waivers and consents to jurisdiction expressly provided for under this Section 9 and elsewhere in the Agreement shall extend to all mediations and civil actions authorized by this Agreement, including, but not limited to, actions to compel mediation, any mediation proceeding herein, any action to confirm, modify, or vacate any mediation award or to enforce any judgment, and any appellate proceeding emanating from any such proceedings.
- 9.7.3 The Tribal Council shall adopt, and at all times hereinafter shall maintain in continuous force, a formal Resolution Authorizing a Limited Waiver of Sovereign Immunity substantially identical to the resolution attached hereto as Exhibit I. The executed Limited Waiver is a condition for the City's execution of this Agreement and shall be made a part hereof.
- 9.7.4 Notwithstanding any other provision of this Agreement, to the extent that Tribe fails to make the waivers provided for herein and/or a court of competent jurisdiction holds that the Tribe's waiver(s) is/are invalid or incomplete, the City shall have the right to declare this Agreement null and void and therefore terminate this Agreement. In the event the City so declares, this Agreement shall be unenforceable, provided however, that the Tribe shall remain liable to the City for the fees and charges incurred to date as provided for in Sections 5, 6 and 7.3.
- 9.7.5 Consistent with the waivers provided for herein, the Tribe consents to actions that arise under this Agreement being filed in the Superior Court of California for Sonoma County.

10. RELATIONSHIP OF THE PARTIES.

- 10.1 **INDEPENDENT CONTRACTORS.** The Parties intend and agree that each of them, in performing the obligations specified in this Agreement, shall act as independent contractors and shall control the work and the manner in which it is performed. The personnel performing the services under this Agreement on behalf of the

Tribe shall at all times be under the Tribe's exclusive direction and control. Neither the City nor any of its officers, employees or agents shall have control over the conduct of the Tribe or any of the Tribe's officers, employees or agents, except as set forth in this Agreement. The Tribe shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The Tribe shall not incur or have the power to incur any debt, obligation or liability whatever against the City, or bind the City in any manner.

10.2 **NO AGENCY RELATIONSHIP.** This Agreement does not create any partnership or agency between the Parties, each of which is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, contractors and any subcontractors, including any negligent acts or omissions. None of the Parties are an agent of any other party, and none have authority to act on behalf of or to bind the other Party to any obligation or commitment whatsoever.

10.3 **NO CITY EMPLOYEE PRIVILEGES.** No City employee benefits shall be available to the Tribe in connection with the performance of this Agreement. Except as expressly required under this Agreement, the City shall not pay salaries, wages or other compensation to the Tribe for performing services hereunder for the City.

11. **COMPLIANCE WITH LAWS.**

11.1 **LEGAL RESPONSIBILITIES.** The Parties shall keep themselves informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Parties shall at all times observe and comply with all such laws and regulations.

11.2 **LICENSES.** At all times during the term of this Agreement, the Parties shall have in full force and effect, all licenses and permits required by law for the performance of services described in this Agreement.

11.3 **LABOR CONDITIONS.** The City is a public entity in the State of California, and therefore, the City and the Tribe are subject to the provisions of the Government Code and the Labor Code of the State of California, including, but not limited to, the provisions which (a) require every employee to be insured against liability for workers compensation or to take self-insurance and (b) require every employer to adopt a written injury and illness prevention program. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by the Tribe. The Tribe certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

11.4 **LABOR REQUIREMENTS.** The Parties shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, require the Parties to pay the general prevailing wage rates.

11.5 **DISCRIMINATION.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation, or place of national origin. The Tribe shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

11.6 **CITY NOT RESPONSIBLE.** The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Tribe to comply with this Section 11.

11.7 **ENVIRONMENTAL REVIEW.**

11.7.1 The Parties acknowledge that the FEIS evaluated both onsite and off-site wastewater treatment options and that the Tribe could feasibly provide onsite wastewater services to serve the Project. Notwithstanding the foregoing, the Parties agree to pursue the off-site wastewater treatment option because, among other things, it is the environmentally superior option because it: (1) provides equal or better protection of water resources, including both surface water and groundwater; (2) avoids land dispersal of treated effluent in the Project Area (near the Laguna de Santa Rosa); (3) eliminates the need to dedicate additional land in the Project Area for a WWTP, effluent storage facility, and disposal sprayfields; (4) utilizes existing public infrastructure (Laguna WWTP) which is permitted and regulated by the State; and (5) avoids duplication of public services infrastructure.

11.7.2 The Parties acknowledge and agree that: (i) the Tribe is not a public agency subject to CEQA; (ii) the Project is not subject to CEQA or to City environmental review, design, land use or land development ordinances, plans, manuals or standards; (iii) the City does not have legal authority to deliberate on, approve, disapprove, or otherwise exercise judgment regarding the Project; and (iv) the City is not deliberating on, approving, disapproving or otherwise exercising judgment regarding the Project by entering this Agreement.

11.7.3 Pursuant to Sections 4.4 and 11.8.7 of the Compact, the Parties are entering into this Agreement, an IGA, to facilitate the provision of and compensation for Wastewater Services to serve the Tribe as a consequence of the approval of the Tribe's Project and gaming operation. Execution of this Agreement is not a project for purposes of CEQA pursuant to the statutory exemptions provided for in: (i) Government Code Section 12012.56(b)(1)(C), which expressly exempts intergovernmental

agreements negotiated pursuant to the express authority of, or as expressly referenced in, the Compact; and (ii) Public Resources Code Section 21080.21, which exempts the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline of less than one mile in length within a public street or highway or any other public right-of-way. The Parties agree that the statutory exemption provided by Government Code section 12012.56(b)(1)(C) plainly applies and exempts this IGA from CEQA given that the Compact requires the City and the Tribe to enter into an enforceable IGA and this Agreement's dual purposes are subject matters the Compact expressly authorizes to be addressed within an intergovernmental agreement pursuant to Section 11.8.7, subsections (a)(1) and (a)(2). The Parties similarly agree that the statutory exemption provided by Public Resources Code section 21080.21 also plainly applies and exempts this IGA from CEQA given that the only development to occur in the City's jurisdiction under the Agreement is the extension of approximately 3,140 feet of an existing underground sewer pipeline and the extension of approximately 1,000 feet of an existing underground recycled water pipeline, both of which will be installed within public streets and their existing rights-of-way. Any ancillary wastewater improvements would be constructed by the Tribe on trust lands outside of the City's jurisdiction and beyond the scope of CEQA.

12. **GENERAL PROVISIONS.**

- 12.1 **Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.
- 12.2 **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and every provision hereof.
- 12.3 **INTERPRETATION.** The City and the Tribe acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. The City and the Tribe acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 12.4 **SECTION HEADINGS.** All Section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the Section referred to or to define or limit the scope of any provision of this Agreement.
- 12.5 **SUCCESSOR PROVISIONS.** Wherever this Agreement makes reference to a specific statutory provision, regulation, or set of rules, it also applies to the

provision or rules, as they may be amended from time to time, and any successor provision or set of rules.

12.6 **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. Any waiver by the City of any provision of this Agreement must be in writing. Such written waiver shall affect only the provisions specified and only for the time and in the manner stated in the writing.

12.7 **NOTICES.** Notices hereunder shall be in writing and shall be sufficient if delivered to the address of each party hereto set forth below or at such other address as is provided by a party hereto in writing to the other party hereto.

City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attention: City Manager; City Engineer
Phone: (707) 588-2227

With Copy to:

Burke, Williams and Sorensen
1901 Harrison Street – Suite 900
Oakland, CA 94612
Attention: Michelle Kenyon, City Attorney
Phone: (510) 273-8780

Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928
Attention: Tribal Chair
Phone: (707) 566-2288

Maier Pfeffer Kim & Geary, LLP
1440 Broadway, Suite 812
Oakland, CA 94612
Attention: John Maier, Tribal Attorney
Phone: (510) 835-3020

12.8 **GAMING COMPACT NOTICE.** If the Tribe is informed by the Secretary of the Interior that the Tribe may not conduct gaming activities on the Trust Lands and all appeals related to such a decision have been exhausted, then the Tribe shall immediately notify the City thereof in writing.

12.9 **AMENDMENTS.** This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure Section 1856. This Agreement may be amended in writing at any time, or from time to time, with the approval of the Parties to this Agreement.

- 12.10 **EXHIBITS.** The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A: Legal Description of Project Area

Exhibit B: Depiction of Project Area

Exhibit C: Wastewater and Recycled Water Alignments

Exhibit D: Definitions

Exhibit E: Operating Requirements

Exhibit F: City Resolution Authorizing Agreement

Exhibit G: Tribal Resolution Authorizing Agreement

Exhibit H: Insurance

Exhibit I: Tribal Resolution Authorizing Limited Waiver of Sovereign Immunity

- 12.11 **GOVERNING LAW.** This Agreement shall be construed and interpreted according to the substantive law of California regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma, California.

- 12.12 **PARTIAL INVALIDITY.** If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

- 12.13 **ATTORNEYS FEES.** If either party undertakes litigation against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys fees and costs incurred.

- 12.14 **FORCE MAJEURE.** If performance of a Party of any portion of this Agreement is made impossible by any prevention; delay; or stoppage caused by acts of God, government, or other forces or events beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of

that prevention, delay or stoppage is excused. Tribe's obligation to pay invoices, however, is not excused by this Section 12.14. Except in the event of Wastewater Service interruption due to the City's willful misconduct, if Wastewater Service is interrupted due to force majeure or actions of the City or its agents, such as upgrades to or maintenance of the City Sewer System or the Laguna WWTP, such interruption shall be excused and the Tribe shall not seek and hereby waives the right to receive damages due to such interruption, including but not limited to monetary, punitive, liquidated, consequential or special damages.

12.15 **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

12.16 **THIRD PARTIES.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties, or affect the legal liability of either Party to this Agreement by imposing any standard of care respecting the operations and maintenance of the Facilities and/or Sewer System different from the standard of care imposed by law.

12.17 **ASSIGNMENT PROHIBITED.** Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12.18 **SUCCESSORS AND RECORDING.** This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, and assigns of the City and the Tribe. This Agreement pertains to and shall run with the Trust Lands. Upon execution, this Agreement may be recorded in the Official Records of Sonoma County.

12.19 **EXECUTION.** The City Council of the City and the Tribal Council of the Tribe have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

12.19.1 The Tribe expressly represents that as of the date of the undersigned's execution of this Compact the undersigned has the authority to execute this Compact on behalf of the Tribe, including any waiver of sovereign immunity and the right to assert sovereign immunity therein, and will provide written proof of such authority and of the ratification of this Compact by the tribal governing body to the Governor no later than thirty (30) days after the execution of this Compact by the undersigned.

12.19.2 The Tribe further represents that it is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the

United States to Indians because of their status as Indians, and (ii) recognized by the Secretary of the Interior as possessing powers of self-government.

12.19.3 In entering into this Agreement, the City expressly relies upon the foregoing representations by the Tribe, and the City's entry into the Agreement is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Agreement through the undersigned. If the Tribe fails to timely provide written proof of the undersigned's aforesaid authority to execute this Agreement or written proof of ratification by the Tribe's governing body, the City shall have the right to declare this Agreement null and void.

12.20 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

12.21 **APPROVAL BY THE DEPARTMENT OF THE INTERIOR.** The parties will submit this Agreement to the Department of the Interior for either (a) approval pursuant to 25 U.S.C. § 81, or (b) a written response from the Department of the Interior that this Agreement does not require approval under 25 U.S.C. § 81 to be enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Exercise of Powers Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

CITY OF ROHNERT PARK	THE FEDERATED INDIANS OF GRATON RANCHERIA
By:  Gabriel Gonzalez, City Manager	By:  Greg Sarris, Tribal Chair of Federated Indians of Graton Rancheria
APPROVED AS TO FORM:  Michelle Marchetta Kenyon, City Attorney	APPROVED AS TO FORM:  John Maier, Tribal Attorney

EXHIBIT A:

LEGAL DESCRIPTION OF PROJECT AREA

EXHIBIT A-1

**Legal Description for APN:
143-040-068**

Exhibit "A"

The land referred to herein is situated in the State of California, County of Sonoma, City of Rohnert Park, and described as follows:

Lot 6, as shown upon that certain Map entitled "Rohnert Business Park Subdivision", filed for record August 12, 1985 in Volume 375 of Maps, at Pages 10 and 11, Sonoma County Records.

(APN: 143-040-068)

(End of Legal Description)

ROHNERT BUSINESS PARK SUBDIVISION

REC. 08-12-85 IN BK. 375, MAPS, PGS. 10-11

Parcel Map No. 3

REC. 03-30-73 IN BK. 190, MAPS, PGS. 13-00

Parcel Map No. 6

REC. 07-05-74 IN BK. 209, MAPS, PGS. 30-00

Parcel Map No. 25

REC. 11-03-76 IN BK. 241, MAPS, PGS. 19-00

Parcel Map No. 39

REC. 07-21-77 IN BK. 255, MAPS, PGS. 50-51

Parcel Map No. 49

REC. 10-16-78 IN BK. 278, MAPS, PGS. 04-00

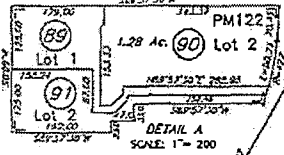
Parcel Map No. 51

REC. 03-20-85 IN BK. 369, MAPS, PGS. 30-31

Parcel Map No. 88

REC. 07-19-84 IN BK. 358, MAPS, PGS. 45-47

NOTE: This map was prepared for Assessor's
 purposes only and does not indicate either parcel
 title or a valid building title. No liability is
 assumed for the accuracy of the data connected
 therewith. The map is based on the information
 supplied to the Assessor (i.e. recorded survey maps,
 recorded deeds, prior assessment maps, etc.)



1	RADIUS	LENGTH
1	25	10.71
2	50	21.05
3	75	31.68
4	100	42.54

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA

7-006

7-007

143-04

Parcel Map No. 112
REC. 10-02-87 IN BK. 405, MAPS, PGS. 12-14

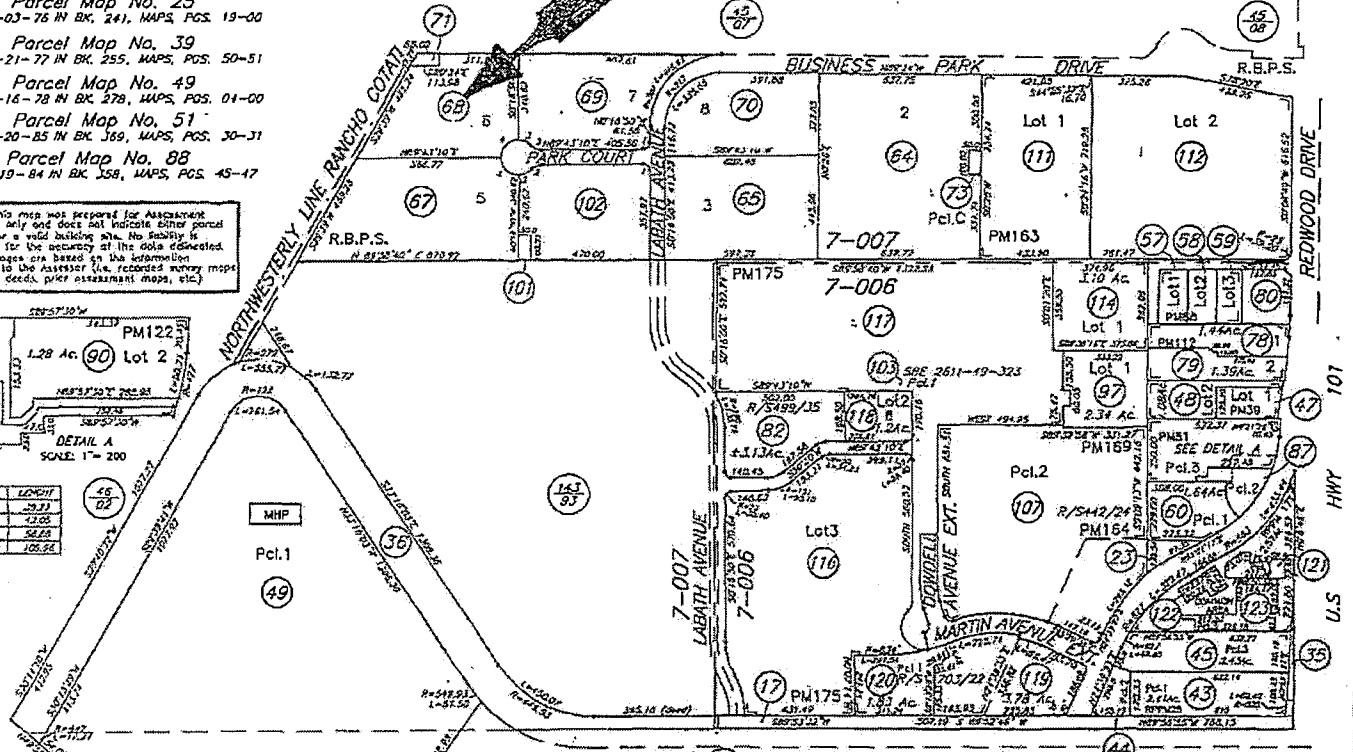
Parcel Map No. 164
REC. 05-03-89 IN BK. 436, MAPS, PGS. 16-18

Parcel Map No. 169
REC. 08-09-05 IN BK. 436, MAPS, PGS. 44-45

Parcel Map No. 164
REC. 09-10-87 IN BK. 569, MAPS, PGS. 20-21

Parcel Map No. 169
REC. 12-14-01 IN BK. 628, MAPS, PGS. 24-26

Parcel Map No. 175
REC. 07-14-05 IN BK. 679, MAPS, PGS. 13-15



SCALE: 1" = 400'

REVISED
 05-22-06-118-RL
 09-18-06-120-KB
 11-22-06-123-BC
 05-03-07-R/S-BC

NOTE: Assessor's parcels do not necessarily
 constitute legal lots. To verify legal parcel status,
 check with the appropriate city or county
 community development or planning division.

ROHNERT PARK PARCEL MAP NO. 177

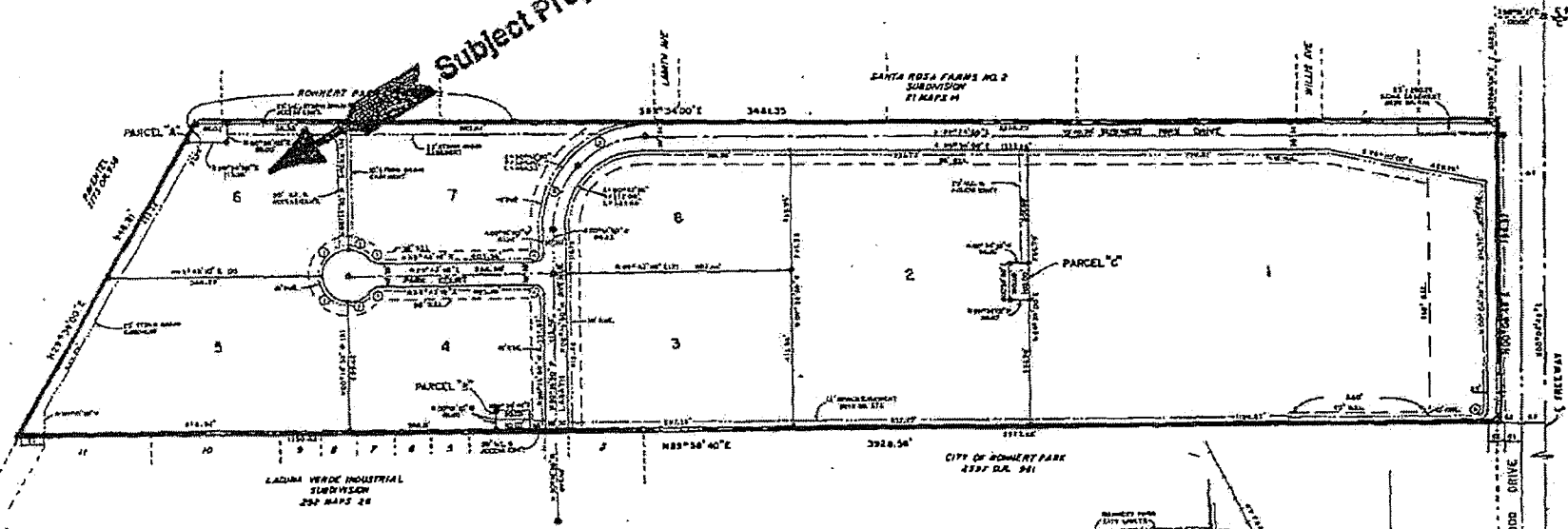
AN INDUSTRIAL CONDOMINIUM
 REC. 08-17-06 IN BK. 699, MAPS, PGS. 35-36

Assessor's Map Bk. 143, Pg. 04
 Sonoma County, Calif. (MCD)

REV 9/30/09 AG

"This plat is for your aid in locating your
 land with reference to streets and other
 parcels. While this plat is believed to be
 correct, the Company assumes no
 liability for any loss occurring by reason
 of reliance thereon."

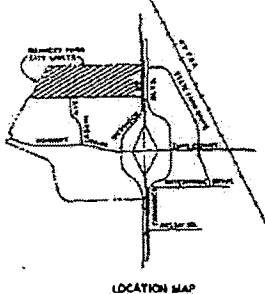
Subject Property



THE RED BORDER INDICATES THE BOUNDARY OF LANDS SURVEYED BY THIS MAP.
ALL DIMENSIONS & DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
BASED ON THE MONUMENTED CONTIGUOUS OF U.S. TO PRIVATE INDEED OF 45' BY 4' OF USHAW MAPS, PAGES 43 & 44, SONOMA COUNTY RECORDS.
STILL BEING REFERENCE IS MADE TO A REPORT BY MOORE & TANNER FOR 3500 PARK, DATED MARCH 8, 1993 NO. 373/364740
CROSSINGS (1) ARE OR WILL BE CUT ON TOP OF CURB ON AN EXTENSION OF SIDE LOT LINES.

CURVE DATA		
DELTA	RADIUS	LENGTH
① 40°11'23"	50.00'	43.20'
② 40°11'23"	70.00'	58.84'
③ 30°00'00"	70.00'	108.34'
④ 30°00'00"	50.00'	39.27'
⑤ 49°12'00"	250.00'	191.91'
⑥ 87°45'17"	15.00'	26.30'

- LEGEND**
- 1/2" IRON PIPE FOUND
 - 1/2" IRON PIPE SET, TAGGED A.C.E. 10578
 - CITY MONUMENT FOUND
 - CITY MONUMENT SET
 - 3" STANDARD STATE MONUMENT
 - D.A. OFFICIAL RECORDS
 - N.B. BUILDING SETBACK LINE
 - P.U. PUBLIC UTILITY EASEMENT
 - U.E. UTILITY EASEMENT
 - ✦ CROSS (SEE NOTE)



"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

ROHNERT BUSINESS SUBDIVISION

BEING A SUBDIVISION OF PARCEL 1 OF RE PARCEL MAP NO. 49, FILED IN BOOK 27 AT PAGE 4, SONOMA COUNTY RECORDS / OF ROHNERT BUSINESS PART ASSOCIATES PARTNERSHIP, RECORDED DOCUMENT NO. 60,84 AC.
CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA

EXHIBIT A-2

**Legal Description for APN:
046-021-020; 021; 039 & 040**

Exhibit "A"

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area and described as follows:

PARCEL ONE:

A tract of land, being a portion of the Rancho Llano de Santa Rosa, and commencing on the boundary line of said Rancho on the line between Section 21 and 22, in Township 6 North, Range 8 West, Mount Diablo Base & Meridian, at a point in the center of the County Road known as the Santa Rosa and Stony Point Road, from which point the post for the railing of the bridge, across the Laguna and standing on the Southeast corner of the same, is North 31° West, 13 links distant; thence from said point of beginning, North 89° 30' East, 11.92 chains, South 39° 05' East, 2.61 chains, South 53° East, 1.36 chains, South 64° East, 1.23 chains, South 77° 15' East, 2.62 chains, South 88° 05' East, 3.94 chains, North 4° 15' East, 1.43 chains, South 88° East, 2.03 chains, South 56° East, 2.44 chains, North 87° 15' East, 22.62 chains to the Northwest boundary line of the Cotati Rancho; thence along said line, North 29° 15' East, 39.44 chains; thence leaving said line, West 67.92 chains to the center of the aforesaid Road and Section line; thence South, 32.18 chains to the point of beginning. Magnetic Variation 17° East.

Excepting therefrom those portions of land described in the Deeds from Manuel T. Pimentel et al, to the Sonoma County Flood Control and Water Conservation District, recorded August 16, 1961 in Book 1840 of Official Records, page 280, Serial No. 0-60050, Sonoma County Records, and recorded September 24, 1963 in Book 1989 of Official Records, page 575, Serial No. H-56600, Sonoma County Records.

Also excepting therefrom that portion of land described in the Deed from Mary C. Pimentel, et al, to the Sonoma County Flood Control and Water Conservation District, recorded February 11, 1966 in Book 2187 of Official Records, page 957, Serial No. J-83 549, Sonoma County Records.

Also excepting therefrom that portion of land described in the Deed to the City of Rohnert Park, recorded January 11, 1989 as Document No. 89002750 of Official Records of Sonoma County.

Also excepting therefrom that portion of land described in the Deed to the County of Sonoma, recorded May 17, 1996 as Document No. 1996 0044116 of Official Records of Sonoma County.

PARCEL TWO:

An easement for cattle and agricultural equipment crossing, as described in the Deed from the Sonoma County Flood Control and Water Conservation District to Manuel L. Pimentel and Mary C. Pimentel, recorded August 15, 1961 in Book 1840 of Official Records, page 284, Serial No. 0-6005 1, Sonoma County Records.

PARCEL THREE:

An easement for cattle and agricultural equipment crossing, as described in the Deed from the Sonoma County Flood Control and Water Conservation District to Manuel L. Pimentel and Mary C. Pimentel, recorded August 15, 1961 in Book 1840 of Official Records, page 288, Serial No. Serial No. G60052, Sonoma County Records.

Assessor Parcel No: 046-021-020; 021; 039 & 040
(End of Legal Description)

46-02

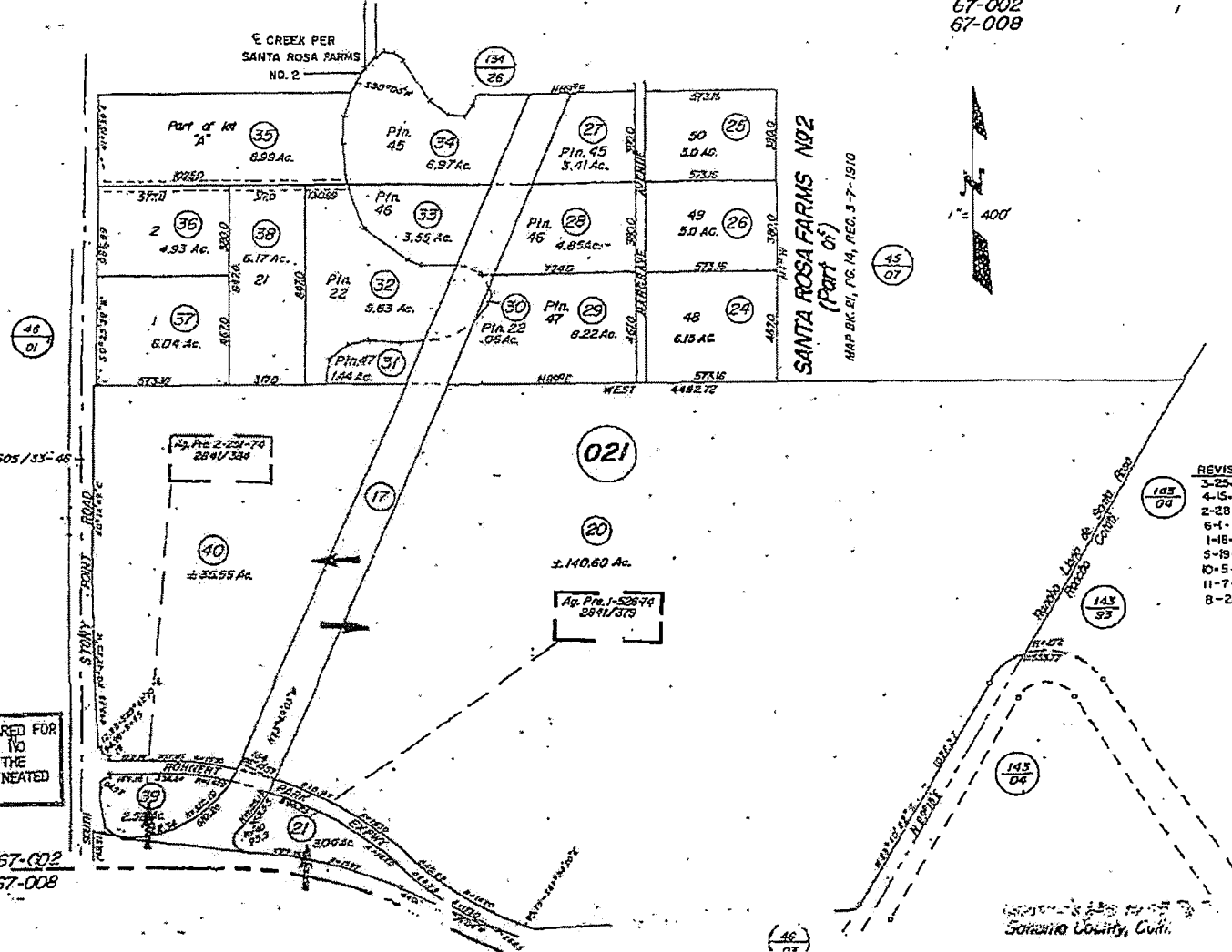
TAX MAP AREA
67-002
67-008

COUNTY ASSESSOR'S PARCEL MAP

E CREEK PER
SANTA ROSA FARMS
NO. 2

SANTA ROSA FARMS NO. 2
(Part of)

MAP BK. 21, PG. 14, REG. 3-7-1910



REVISED
3-25-75
4-15-75
2-28-89 = 21 LSL
6-1-89 = Corr. LSL
1-18-95 = 22 LSL
5-19-95 = 23 LSL
10-5-95 = 26 LSL
11-7-95 = 38 LSL
8-28-96 = 40 LSL

NOTE: THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY; NO
LIABILITY IS ASSURED FOR THE
ACCURACY OF THE DATA DELINEATED
HEREON.

67-002
67-008

EXHIBIT A-3

Legal Description for APN:

045-073-001;

045-074-009; 010;

045-073-002; 003; & 004

Exhibit "A"

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area and described as follows:

TRACT ONE:

Farms 102, 103, 104, 105, 106, 124, 125, 126 and 127, as shown upon the Map of Plan of Subdivision of Santa Rosa Farms No. 2, filed March 7, 1910 in the Office of the County Recorder of Sonoma County in Book 21 of Maps, Page 14, Sonoma County Records.

Certificate of Compliance recorded January 28, 1998 as Document No's 1998 0008588 through 1998 0008596, Sonoma County Records.

Being Assessor Parcel No: 045-073-001

TRACT TWO:

PARCEL ONE:

Farms 130 and 131 as shown upon the Map of Plan of Subdivision of Santa Rosa Farms No. 2 filed March 7, 1910 in the Office of the County Recorder of Sonoma County in Book 21 of Maps, Page 14, Sonoma County Records.

Certificate of Compliance recorded January 28, 1998 as Document No's 1998 0008597 and 1998 0008598, Sonoma County Records.

Being a portion of Assessors Parcel No. 045-074-009

PARCEL TWO:

Farm 129 of Santa Rosa Farms No. 2, according to Map thereof filed in the Office of the County Recorder of said County on March 7, 1910 in Book 21 of Maps, Page 14, Sonoma County Records.

Being Assessors Parcel No. 045-074-010

PARCEL THREE:

Farm No. 128 as same is shown upon that certain Map of Subdivision of Santa Rosa Farms No. 2, Sonoma Co. California, filed March 7, 1910 in Book 21 of Maps, at Page 14.

SAVING AND EXCEPTING THEREFROM, the following:

Commencing at the Southeasterly corner of said Farm No. 128; thence Northerly along the Eastern line thereon, 155 feet and 7 inches to a point, for the actual point of commencement of the tract to be herein described; thence from said point of commencement, South 89° West, 289 feet and 6 inches to a point; thence Northerly, parallel with the Eastern line of said Farm No. 128, a distance of 155 feet and 10

inches to a point; thence North 89° East, 289 feet and 6 inches to the Eastern line of said Farm No. 128; thence Southerly along said Eastern line, 155 feet and 10 inches to the point of commencement.

ALSO SAVING AND EXCEPTING THEREFROM, the following:

Beginning at a point on the center line of Labath Avenue, which point is the Southeast corner of Lot 128 as shown upon the Map entitled "Plan of Subdivision of Santa Rosa Farms No. 2, Sonoma Co. CA., etc.", filed March 7, 1910 in Book 21 of Maps, Page 14, Sonoma County Records; thence North 1° West along the Easterly line of Lot 128, a distance of 155 feet, 7 inches to point; thence South 89° West, 289.5 feet; thence North 1° West, 77 feet, 10 inches; thence South 89° West, 283.66 feet to the Westerly line of said Lot 128; thence along said line, South 1° East, 233.5 Feet to the Southwest corner of said Lot 128; thence along the Southerly line of said Lot, North 89° East, 573.16 feet to the point of beginning.

Being Assessors Parcel No. 045-073-002

TRACT THREE:

A Portion of Farm No. 128 as shown upon the Map entitled "Plan of Subdivision of Santa Rosa Farms No. 2, Sonoma County, California" filed in the Office of the County Recorder of Sonoma County, California, on March 7, 1910 in Book 21 of Maps, page 14, more particularly described as follows:

Commencing at the Southeasterly corner of said Farm No. 128; thence Northerly along the Easterly line thereof, 155 feet, 7 inches to a point for the tile point of beginning of the tract to be herein described; thence South 89° West 289 feet, 6 inches to a point, thence Northerly parallel with the Easterly line of said Farm No. 128, a distance of 155 feet, 10 inches to a point thence North 89° East, 289 feet, 6 inches to the Easterly line of said Farm No. 128; thence Southerly along said Easterly line, 155 feet, 10 inches to the point of beginning.

Being Assessors Parcel No. 045-073-003

TRACT FOUR:

Beginning at a point on the center line of Labath Avenue which point is the Southeast corner of Lot 128 as shown upon the Map entitled Plan of Subdivision of Santa Rosa Farms No. 2, Sonoma County, California, etc., filed March 7, 1910 in Book 21 of Maps, page 14, Sonoma County Records; thence North 1° West along the Easterly line of Lot 128, a distance of 155 feet 7 inches to a point; thence South 89° West, 289.5 feet; thence North 1° West, 77 feet 10 inches; thence South 89° West, 283.66 feet to the Westerly line of said Lot 128; thence along said line South 10 East, 233.5 feet to the Southwest corner of said Lot 128; thence along the Southerly line of said Lot North S9 East, 573.16 feet to the point of beginning.

Being Assessors Parcel No. 045-073-004

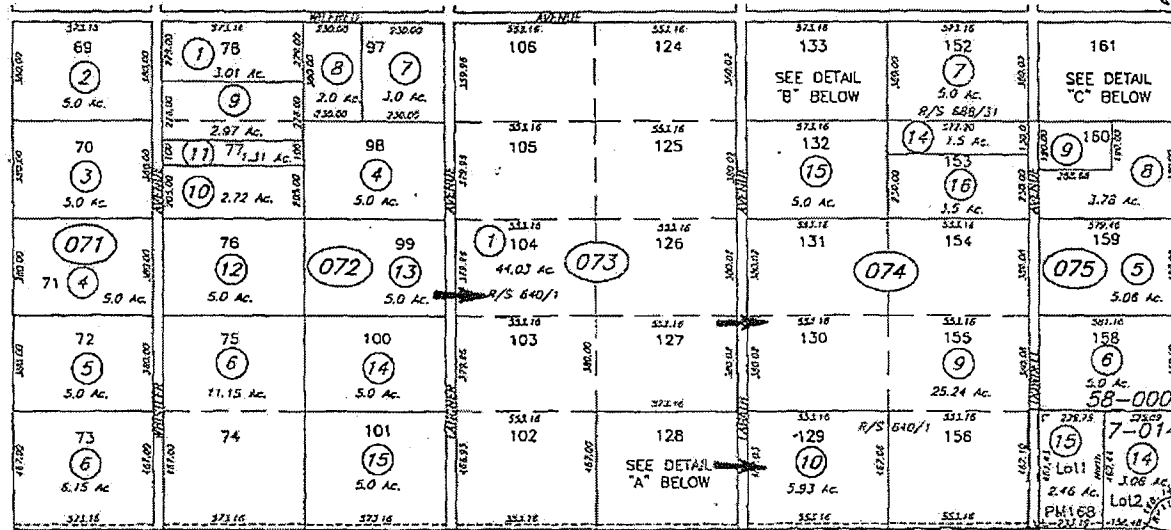
(End of Legal Description)

COUNTY ASSESSOR'S PARCEL MAP

Ptn. SANTA ROSA FARMS NO. 2
REC. 03-07-1910 IN BK. 021, MAPS, PGS. 14-00

TAX RATE AREA
58-000
7-014
7-015

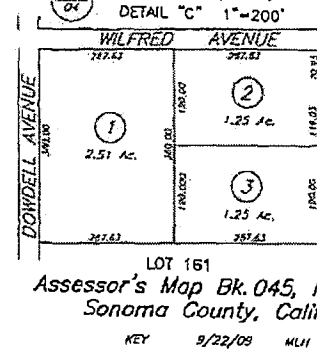
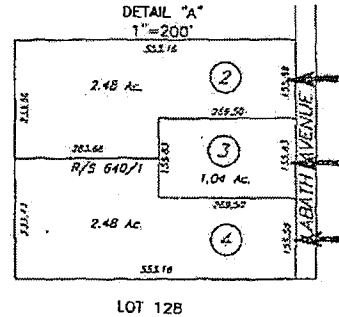
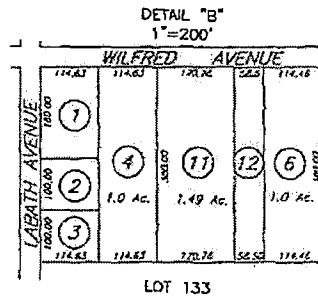
45-07



SCALE: 1" = 400'

REVISED
04-17-03=R/S-RW
03-22-07=R/S-LW

Parcel Map No. 168
REC. 01-26-01 IN BK. 617, MAPS, PGS. 13-15

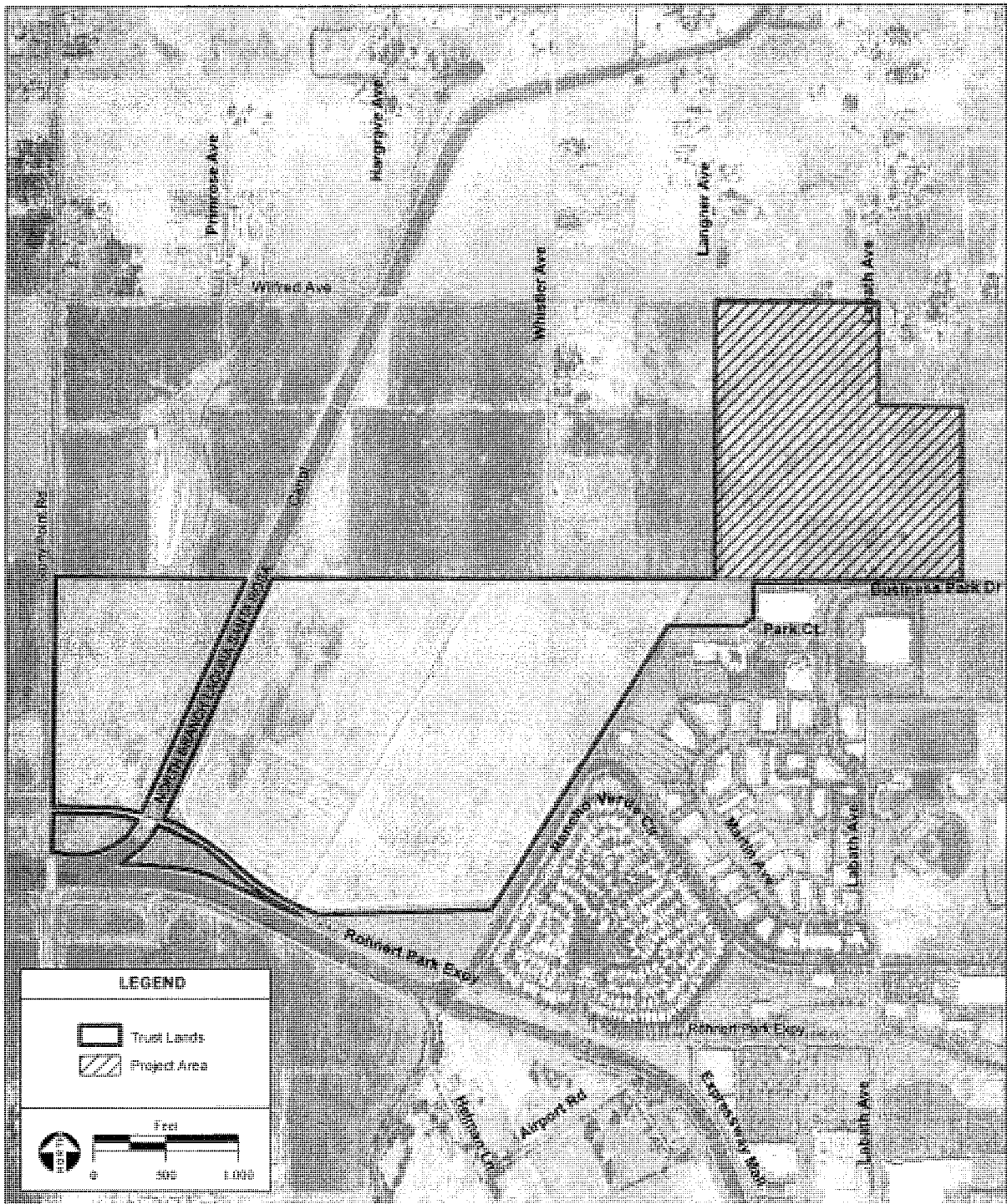


NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information reported to the Assessor (i.e., recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 045, Pg. 07
Sonoma County, Calif. (ACAD)
KEY 9/22/09 MLH

EXHIBIT B:
DEPICTION OF PROJECT AREA



SOURCE: Aerial Photography August 2002; AES, 2012

EXHIBIT C:

WASTEWATER AND RECYCLED WATER ALIGNMENTS



MEMORANDUM

To: Jeff Janakus, Station Casinos

JN: 50-101282

From: Mark Johnson, RBF Consulting

Date: June 20, 2012

Subject: Off-Site Wastewater – Graton Rancheria Casino Project

The following is a narrative of the approximate alignment for the proposed new wastewater force main line to serve the Graton Rancheria Casino project:

Approximately 3,140 feet of new 8" wastewater force main will be installed along the Alternative 2 Alignment from the southeastern boundary of the Proposed Graton Rancheria Casino Project site running east along Business Park Drive then turning south on Redwood Drive and then turning west on J. Rogers Lane where it terminates in at a manhole in front of the City of Rohnert Park pump station. The new main will only require the installation of 8" wastewater line and will be located entirely underground and within the existing public rights-of-way of Business Park Drive, Redwood Drive and J. Rogers Lane. The new main will be PVC Class C900. The main will be installed per the City of Rohnert Park's standards.

PLANNING ■ DESIGN ■ CONSTRUCTION

10150 Covington Cross Drive, Las Vegas, NV 89144 ■ 702.364.0180 ■ Fax 702.364.0189

Offices located throughout California, Arizona & Nevada ■ www.RBF.com



MEMORANDUM

To: Jeff Janakus, Station Casinos

JN: 50-101282

From: Mark Johnson, RBF Consulting

Date: June 19, 2012

Subject: Off-Site Reclaimed Water – Graton Rancheria Casino Project

The following is a narrative of the approximate alignment for the proposed new reclaimed water line to serve the Graton Rancheria Casino project:

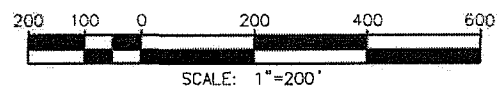
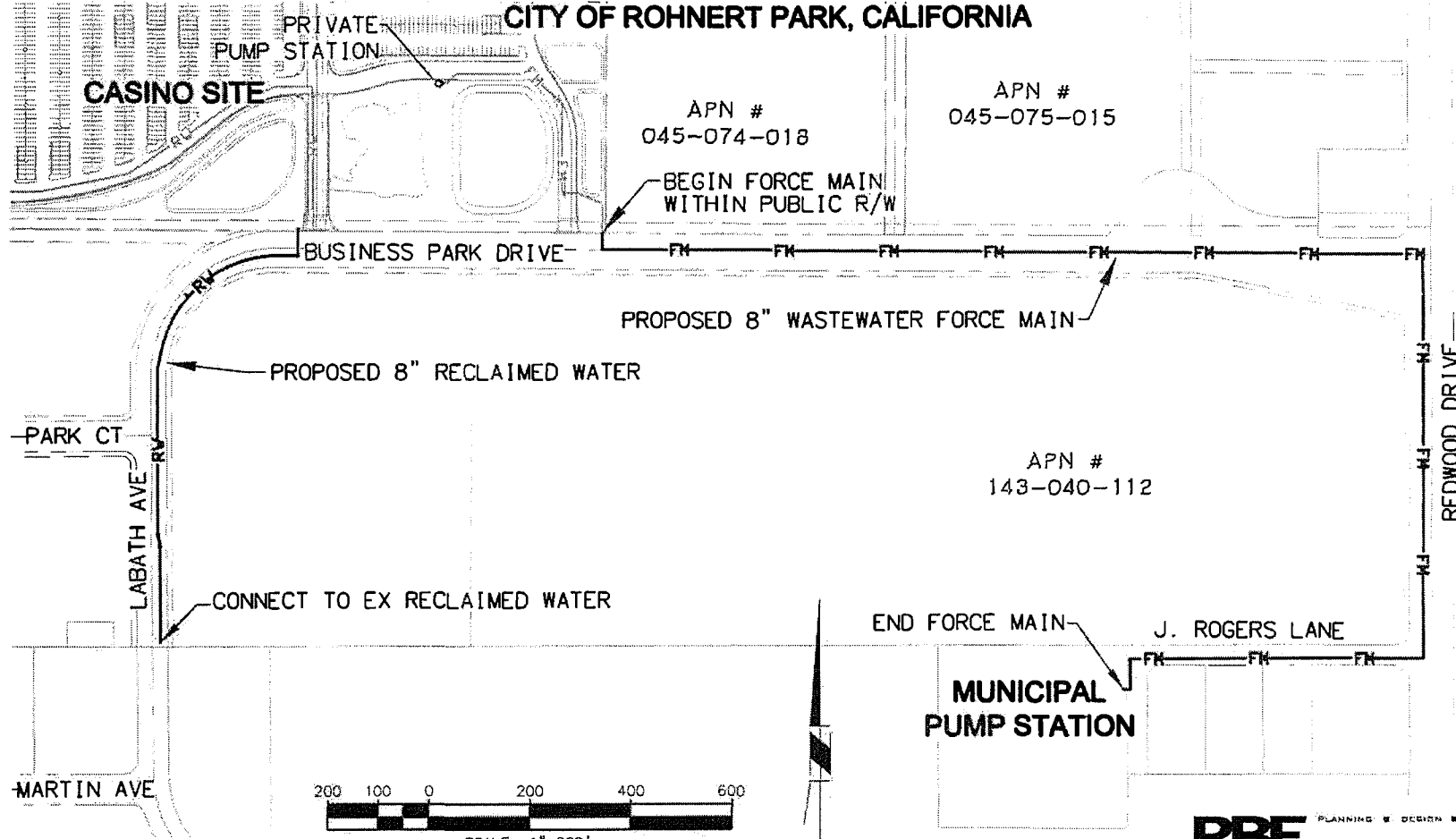
Approximately 1000 feet of new 8 inch recycled water main will be installed from the southern project boundary of the proposed Graton Rancheria Casino Project site in the general vicinity of the proposed project entry at the intersection of Labath Avenue and Business Park Drive, to the existing recycled water main located in Labath Avenue approximately 300 feet north of Martin Avenue / Labath Avenue intersection. The new main will only require the extension of the existing 8 inch recycled water line and will be located entirely underground and within the existing public rights-of-way of Labath Avenue and Business Park Drive. The new main will be PVC Class 150 per AWWA C900. The main will be installed per the City of Santa Rosa Recycled Water Standards, unless the City of Rohnert Park develops its own recycled water standards prior to construction of this extension, in which case the City's standards would control.

PLANNING ■ DESIGN ■ CONSTRUCTION

10150 Covington Cross Drive, Las Vegas, NV 89144 ■ 702.364.0180 ■ Fax 702.364.0189

Offices located throughout California, Arizona & Nevada ■ www.RBF.com

**GRATON RANCHERIA CASINO
OFF-SITE UTILITY WASTEWATER FORCE MAIN
AND RECLAIMED WATER IMPROVEMENTS EXHIBIT
CITY OF ROHNERT PARK, CALIFORNIA**



PLANNING • DESIGN • CONSTRUCTION

8755 CLAREMONT MESA BOULEVARD, SUITE 100
SAN DIEGO, CALIFORNIA 92124-1324
619.614.5000 • FAX 619.614.5001 • www.RBF.com

EXHIBIT D

DEFINITIONS

DEFINITIONS

1. **TERMINOLOGY.** Capitalized terms in the Agreement and the Operating Requirements shall be defined as follows.

- 1.1 **Action.** Any lawsuit, court or administrative proceeding (whether of a legal or equitable nature), arbitration or mediation (whether binding or non-binding), or any other alternative dispute resolution procedure, and the filing, recording, or service of any process, notice, claim, lien, or other instrument which is a prerequisite to commencement of the Action.
- 1.2 **ADWF.** Abbreviation for average dry weather flow.
- 1.3 **ADWF Capacity Service.** The amount of sewage, on an average dry weather flow basis, that Tribe can dispose into the City Sewer System, which is more specifically established in Section 4.7 of the Agreement.
- 1.4 **Agreement.** The Joint Exercise of Powers Agreement by and between the City and the Tribe for Wastewater Services, dated as of June 26, 2012.
- 1.5 **Alternative 2 Alignment.** The means of connecting the Project to the City's sewer system within existing public right-of-way by running pipes from the south end of the Project site east along Business Park Drive, turning south on Redwood Drive and west on J. Rogers Lane and terminating at a manhole in front of the existing City pump station.
- 1.6 **Average dry weather flow (ADWF).** The mean daily volume of sewage during the period of time not influenced by rainfall.
- 1.7 **Biochemical oxygen demand (BOD).** Biochemical oxygen demand as determined in accordance with standard laboratory procedures and, unless otherwise noted, exerted in a period of 5 days at 20 degrees Celsius.
- 1.8 **Capacity Service.** Capacity service or capacity right is the amount of sewage that Tribe can dispose into the City Sewer System, which is more specifically established in Sections 4.7 and 5.2 of the Agreement.
- 1.9 **City.** The City of Rohnert Park, a municipal corporation organized and existing under and by virtue of the laws of the State of California.
- 1.10 **City Engineer.** The City Engineer for the City of Rohnert Park or his/her designee.
- 1.11 **City Representatives.** Any member of the City and/or any other officer, elected or appointed official, employee, agent, consultant or volunteers of the City.

- 1.12 **City Sewer System.** The existing sewerage system owned by the City, including sewer lines, interceptor sewers, pumping station, and effluent pipelines which is described in the Sewer System Management Plan.
- 1.13 **Commencement Date.** The date upon which Wastewater Services commence, which is estimated to occur by no later than May 15, 2013, provided that the Parties satisfy their development and construction obligations under Sections 4.1 through 4.6 and that Tribe has fulfilled its financial obligations under Sections 5 and 6, which require certain payments to be made before Wastewater Services commence. In the event of delays, the commencement date shall be the earliest date upon which such development, construction and financial obligations are completed and accepted by the City.
- 1.14 **Compact.** The Tribal-State Compact entered into pursuant to the IGRA between the Tribe and the State of California for Class III gaming, executed by Governor Brown on March 27, 2012 and ratified by the State Legislature pursuant to Assembly Bill No. 517 (Hall) on May 17, 2012, which is available online at: http://gov.ca.gov/docs/Graton_Compact_executed.pdf.
- 1.15 **Compatible Pollutant.** A component of industrial wastewater which does not interfere with, pass through, or is not otherwise incompatible with the City Sewer System or City of Santa Rosa subregional sewage treatment or water reclamation plant or its processes.
- 1.16 **CWEA.** Abbreviation for the California Water Environment Association.
- 1.17 **Dedicated Facilities.** The new infrastructure repairs, replacements, improvements and/or modifications which will be made within the City Limits to the existing City Sewer System, along the Alternative 2 Alignment which are necessary to accommodate the Tribe's wastewater from the Project. The specific sewage disposal infrastructure required for the Project within the City is more particularly described/depicted in the RBF Report in Exhibit C relating to the Alternative 2 Alignment.
- 1.18 **Deposit.** The sum of funds paid by the Tribe which the City shall hold in a separate deposit account in consideration of the provision of Wastewater Services and which City may draw upon in the event Tribe breaches this Agreement.
- 1.19 **EPA.** Abbreviation for the Federal Environmental Protection Agency.
- 1.20 **Facilities.** The collective term for the Tribal Facilities and City Facilities.
- 1.21 **FEIS.** The Final Environmental Impact Statement prepared by the National Indian Gaming Commission evaluating the environmental consequences of the Project pursuant to NEPA, which is available online at www.gratoneis.com/documents/final_eis/Final-EIS.htm.

- 1.22 **IGA.** An intergovernmental agreement required under Section 4.4 of the Compact between the Tribe and the City to mitigate the impacts of and receive services for the Project. This Agreement is an IGA.
- 1.23 **IGRA.** The Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. § 1166 et seq. and 25 U.S.C. § 2701 et seq.), and any amendments thereto, as interpreted by all regulations promulgated thereunder.
- 1.24 **Incompatible Pollutant.** A component of industrial wastewater which interferes with, passes through, or is otherwise incompatible with the Santa Rosa Subregional Sewage System.
- 1.25 **Industrial Waste Discharge Permit.** A permit issued to dischargers of industrial waste as defined by the Santa Rosa Subregional Sewage System.
- 1.26 **Infiltration.** Water entering the sewerage system through the ground.
- 1.27 **Inflow.** Water entering a sewerage system from surface drainage and clean cooling water systems.
- 1.28 **Interim Transfer Agreement.** The Agreement for Interim Transfer of Capacity between the City of Santa Rosa and the City of Rohnert Park, dated September 25, 2001 and amended on June 10, 2003, which allocated 1.03 million gallons per day (mgd) of capacity from Santa Rosa to the City of Rohnert Park.
- 1.29 **Laguna WWTP.** The regional Laguna Wastewater Treatment Plant, which is a part of the Santa Rosa Subregional Sewage System.
- 1.30 **Litigation Expenses.** All reasonable costs and expenses incurred by the Prevailing Party directly related to an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs.
- 1.31 **Master Agreement.** The Agreement Between the City of Santa Rosa and City of Rohnert Park, City of Sebastopol, and South Park County Sanitation District for use of Santa Rosa Subregional Sewerage System dated April 3, 1975, as amended.
- 1.32 **MGD.** Abbreviation for million gallons per day.
- 1.33 **MOU.** That certain binding and enforceable Memorandum of Understanding dated October 14, 2003, as may be amended from time to time, wherein the Tribe agreed to make certain contributions and community investments to mitigate various impacts that may arise in connection with the gaming enterprise, which is available online at http://gratoneis.com/documents/final_eis/files/appendices/vol1/Appendix_E.pdf.

- 1.34 **NEPA.** The National Environmental Policy Act, codified at 42 U.S.C. 4321 *et seq.*
- 1.35 **NIGC.** Abbreviation for the National Indian Gaming Commission.
- 1.36 **O&M.** Abbreviation for operation and maintenance.
- 1.37 **O&M Plan.** The written plan prepared by the Tribe to prevent, stop and mitigate the impact of releases of Wastewater to the environment.
- 1.38 **Opening Date.** The date on which the Tribe commences gaming operations on the Trust Lands which are open to the public.
- 1.39 **Overflow.** Any spill, release or diversion of sewage, including: (a) an overflow that results in a discharge to waters of United States; and (b) an overflow of wastewater, including a wastewater backup into a building, even if that overflow does not reach waters in the United States.
- 1.40 **Party.** An individual party to the Agreement, meaning the City or the Tribe.
- 1.41 **Parties.** The collective parties to the Agreement, meaning the City and the Tribe.
- 1.42 **Peak Wet Weather Flow (PWWF).** Peak rate of wastewater flow within one hour occurring during or from the effects of precipitation.
- 1.43 **PFFP.** An abbreviation for the Public Facilities Financing Plan.
- 1.44 **Point of Delivery.** The point in the Project Sewer System where the Tribal Facilities connect to the City Sewer System, which is depicted in Exhibit C with an arrow indicating "Begin force main within public right of way."
- 1.45 **Project.** The Graton Rancheria Casino and Hotel gaming enterprise to be developed as a casino and a 6-story, 200-room hotel as provided for in the Record of Decision adopted by NIGC on October 1, 2010 and approved by the Compact.
- 1.46 **Project Area.** The approximately 66 acres of land within the Trust Lands situated within the City's urban growth boundary and outside the 100-year flood plain on property sometimes referred to as the Wilfred Site, which is located south of Wilfred Avenue and east of Stony Point Road, where the Project will be developed. See Exhibit A.
- 1.47 **Project Sewer System.** The sewage disposal system for the Project, which includes the Tribal Facilities, Dedicated Facilities, the existing portion of the City Sewer System which will carry the Project's wastewater as described in the RBF Report, and the Capacity Service provided to the Tribe in the Santa Rosa Subregional Sewer System. The Project Sewer System shall follow the route described as the Alternative 2 Alignment in the RBF report, running from the Project Area east along Business Park Drive, then turn south on Redwood Drive

and then turn west on J. Rogers Lane where it will intersect with the City's existing pump station.

- 1.48 **Public Facility Fees.** The public facilities fee as provided for in Chapter 3.28 of the Rohnert Park Municipal Code.
- 1.49 **Public Facility Financing Plan (PFFP).** A comprehensive strategy for managing the costs of capital facilities, maintenance and services that are impacted by new development, which was most recently updated via City Council Resolution No. 2012-44 and as may be amended from time to time.
- 1.50 **Publicly Owned Treatment Works (POTW).** All parts of the public sewer system used for collection, transport, storage, treatment and disposal of wastewater, including the City Sewer System and the City of Santa Rosa subregional sewage treatment and water reclamation plant.
- 1.51 **PWWF.** Abbreviation for peak wet weather flows.
- 1.52 **PWWF Capacity Service.** The amount of sewage, on an peak wet weather flow basis, that Tribe can dispose into the City Sewer System, which is more specifically established in Section 4.7 of the Agreement.
- 1.53 **RBF Report.** A detailed analysis of the wastewater treatment options available to the Tribe to serve the Project prepared by RBF Consulting dated March 8, 2011 and entitled "Graton Rancheria Off-Site Sanitary Sewer Alternatives Analysis."
- 1.54 **Recycled Water Facilities.** The recycled water infrastructure that may be constructed by the Tribe and dedicated to the City which would convey recycled water to the Trust Lands, comprised of approximately 1,000 feet of new 8-inch recycled water main to be installed entirely underground within the existing public right-of-way from the southern boundary of the Project Area at the intersection of Labath Avenue and Business Park Drive, to the existing recycled water main located in Labath Avenue, approximately 300 feet north of Martin Avenue / Labath Avenue intersection, as is depicted in Exhibit C, hereto.
- 1.55 **Recycled Water Service.** Those recycled water services provided by the City to the Tribe to serve the Trust Lands by transporting and conveying recycled water from the Laguna WWTP to the southern boundary of the Trust Lands located at the intersection of Labath Avenue and Business Park Drive. Recycled Water Services are a subset of the Wastewater Services.
- 1.56 **Recycled Water Service Charges.** The fees charged by the City to the Tribe for the provision of Recycled Water Services which shall be calculated and changed from time to time in sufficient amounts to operate, maintain and expand the City's recycled water system to meet the needs of all users.

- 1.57 **ROD.** The Record of Decision of the NIGC approving the management contract for a gaming facility located at the 254-acre Wilfred Site (Preferred Alternative) in Sonoma County, California, pursuant to 25 U.S.C. § 2711, which is available online at http://www.gratoneis.com/documents/record_of_decision/ROD.pdf.
- 1.58 **Sewage.** The water-borne wastes received from human habitation and use of buildings for residential, business, institutional, and industrial purposes.
- 1.59 **Santa Rosa Subregional Sewage System.** The subregional sewerage system including the Laguna WWTP and any improvements and expansions thereof, owned, operated and managed by the City of Santa Rosa.
- 1.60 **Sewer System Management Plan.** A document that describes the activities used to manage a wastewater collection system effectively including: maintaining the condition of the collection system, minimizing Infiltration/Inflow and minimizing the number and impact of sanitary sewer Overflows.
- 1.61 **SSMP.** Abbreviation for Sewer System Management Plan.
- 1.62 **Tribe.** Federated Indians of Graton Rancheria, a federally recognized Indian tribe listed in the Federal Register as Graton Rancheria, California, or an authorized official or agency thereof.
- 1.63 **Tribal Chair.** The person duly elected under the Tribe's constitution to perform the duties specified therein, including serving as the Tribe's official representative.
- 1.64 **Tribal Facilities.** The sewage disposal infrastructure system for the Project, as such system may be modified, located within the Project Area, including, but not limited to, the sewer lines, interceptor sewers, lift/pump stations, force mains, gravity mains and effluent pipelines that are necessary to connect to the City's Sewer System for the provision of Wastewater Services. The specific sewage disposal infrastructure required for the Project within the Project Area is more particularly described / depicted in Exhibit C relating to the Alternative 2 Alignment.
- 1.65 **Trust Application.** The Tribe's application requesting that the United States take title to the Trust Lands for the benefit of the Tribe as a part of the Tribe's reservation, which the Bureau of Indian Affairs and the Secretary of the Interior approved on October 1, 2010 pursuant to the Graton Rancheria Restoration Act (25 U.S.C. § 1300n-3).
- 1.66 **Trust Lands.** That certain property held in trust by the United States for the benefit of the Tribe pursuant to the Graton Rancheria Restoration Act (P.L. 106-558, 25 U.S.C. § 1300n *et seq.*) comprising approximately 254 acres of land in Sonoma County including Assessors Parcel Numbers 045-073-001, 045-074-009, 045-074-010, 045-073-002, 045-073-003, 045-073-004, 046-021-020, 046-021-021, 046-021-039, 046-021-040 and 143-040-068.

- 1.67 **Wastewater.** Sewage, industrial, and other wastes and waters, whether treated or untreated, discharged into or permitted to enter a community sewer.
- 1.68 **Wastewater Services.** Those wastewater services provided by the City to the Tribe to serve the Trust Lands pursuant to the City's powers to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation, recycling, reuse, and disposal of sanitary sewage and similar wastewaters and to prescribe fees and charges for such services, including the conveyance of the Wastewater from the Point of Delivery into the Santa Rosa Subregional Sewer System for collection, treatment, reclamation, recycling, reuse, and disposal.
- 1.69 **Wastewater Services Charges.** The fees charged by the City to the Tribe for the ongoing provision of Wastewater Services which shall be calculated and changed from time to time by formal action of the City Council in sufficient amounts to operate, maintain and expand the City sewer system to meet the needs of all users.

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EXHIBIT E:
OPERATING REQUIREMENTS

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OPERATING REQUIREMENTS

1. **APPLICABILITY.** Pursuant to the Joint Exercise of Powers Agreement between the Federated Indians of Graton Rancheria (“**Tribe**”) and the City of Rohnert Park (“**City**”) (the “**Agreement**”), the Tribe shall comply with these Operating Requirements (“**Operating Requirements**”) in the development, construction, operation and maintenance of the Tribal Facilities, Recycled Water Facilities and in the development and construction of the Dedicated Facilities.
2. **TERMINOLOGY.** Capitalized terms in these Operating Requirements shall have the same meaning as provided for in the Agreement.
3. **REGULATIONS & STANDARDS.**
 - 3.1 **REGULATIONS.** In performing its obligations under these Operating Requirements and the Agreement, the Tribe shall comply with and shall require that the Tribal Facilities, Dedicated Facilities and Recycled Water Facilities within the Trust Lands and within the City be developed, constructed, operated and maintained in a manner that conforms with all of the following regulations, which shall collectively be referred to as the “**Regulations**”:
 - 3.1.1 The City wastewater and enforcement ordinances, resolutions and minute orders both codified in the Rohnert Park Municipal Code and uncoded, including but not limited to the City’s Sewer Ordinance (which is codified in Rohnert Park Municipal Code Chapters 13.08 through 13.52), Stormwater Management Ordinance (which is codified at Rohnert Park Municipal Code Chapter 15.52);
 - 3.1.2 The General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems, Water Quality Order No. 2006-0003, wastewater source control requirements, and best practices for satellite systems, as well as and any and all related administrative guidelines, criteria, other written direction regarding the same applicable to the Santa Rosa Subregional Sewage System;
 - 3.1.3 The Industrial Waste Discharge Permit Program established by the Santa Rosa Subregional Sewage System, being the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0025054;
 - 3.1.4 The state and City of Rohnert Park recycled water rules, regulations and permits as they exist now or may be amended or revised during the period of time this agreement is in effect, including but not limited to Titles 17 and 22 of the California Code of Regulations, and the Water Reclamation Requirements and Provisions for Recycled Water Use established by the NPDES Permit issued to the Santa Rosa Subregional Water Reclamation System.

- 3.1.5 The building standards and codes consistent with those adopted by the City and in effect at the time, including but not limited to, the City of Rohnert Park Manual of Standards, the California Building Code, the California Plumbing Code and other applicable regulations adopted by the City; and
- 3.1.6 Federal and state laws regulating wastewater, including but not limited to, the Federal Water Pollution Control Act of 1972, the Clean Water Act, and the Comprehensive Environmental Response, Compensation and Liability Act.
- 3.2 **CERTIFICATION.** Prior to the dedication of any of the Dedicated Facilities or the use of any of the Tribal Facilities or Recycled Water Facilities, the Tribe shall provide to the City, at the Tribe's expense, written certification from the Project's engineer and architect of record that said structures have been constructed in accordance with the Regulations.
- 3.3 **REGULATORY AMENDMENTS.** In the event of future amendments to and/or updates of the Regulations, the more stringent of the requirements in these Operating Requirements or the most current Regulations shall apply, as determined by the City Engineer. Nothing in these Operating Requirements or the Agreement shall prevent the Tribe or the City from adopting more restrictive regulatory standards.

4. **REVIEW, APPROVAL AND INSPECTION OF FACILITIES.**

- 4.1 **CITY REVIEW OF PLANS.** To ensure compliance with the Regulations and the terms of the Agreement, the Tribe agrees to contract with the City, at the Tribe's sole expense, to provide planning, building and safety, public works, legal and similar personnel to review any and all construction plans and inspect construction of all improvements related to the Tribal Facilities, Recycled Water Facilities and the Dedicated Facilities. If the City determines that it is necessary to contract to outside consultants to satisfy its obligations hereunder, the Tribe, at its sole expense, shall pay the City, in the manner provided for in the Agreement, for the actual cost of contracted and additional services.
- 4.2 **CITY APPROVAL.** All of the Tribe's development plans, work done and materials furnished for the Tribal Facilities, the Dedicated Facilities or the Recycled Water Facilities shall be subject to final review and approval by the City; the Tribe is not providing final approval or review, which is solely the City's function and role. The City's review and approval of such development plans, work and materials shall not, however, relieve the Tribe of any of its obligations under this Agreement. The City Engineer, or his/her designee, shall have the authority to act on the City's behalf to review and approve all development plans, work done and materials furnished by the Tribe for the Tribal Facilities, Recycled Water Facilities and Dedicated Facilities.

4.2.1 Any City review and approval required to implement this Section 4 shall not be unreasonably withheld and the standards referred to in this Section shall be substantially identical to those applied by the City to other similarly situated users.

4.2.2 The City will not be responsible for any incomplete or nonconforming parts of the Tribal Facilities, Recycled Water Facilities or Dedicated Facilities constructed by the Tribe, or for damage to the Project Sewer System and/or City Sewer System or recycled water system resulting from events or causes other than City's sole negligence, including, but not limited to the Tribe's operation of the Tribal Facilities prior to their completion and/or the City's acceptance thereof.

4.3 **INSPECTION AND ENTRY.** The Tribe hereby consents and shall allow the City, the City of Santa Rosa acting on behalf of the City, the EPA, or an authorized contractor or agent thereof, to enter upon the Project Area at reasonable times and in a reasonable manner (which may include formal, informal or no notice, as may be appropriate for the particular circumstances) to inspect the Tribal Facilities and/or Recycled Water Facilities and to confirm the Tribe's compliance with the terms of these Operating Requirements and the Agreement. This includes the right to enter upon the Project Area whenever there is a reasonable basis to believe that the Tribe may be responsible for a violation of this Agreement or the Regulations has occurred or threatens to occur. The City and its authorized contractor or agent shall also have a right to enter the Project Area, when necessary for the abatement of a public nuisance or correction of a violation of the Agreement, the Regulations, or any other applicable laws, criteria or written direction.

5. **TRIBE'S O&M RESPONSIBILITY.** The Tribe's obligation, pursuant to the Agreement, to properly operate and maintain the Tribal Facilities is as follows:

5.1 The Tribe shall properly manage, operate, and maintain in good working order at all times all parts of the Tribal Facilities and the Recycled Water Facilities located in the Project Area. The Tribe shall, at all times, maintain adequate access to the components of the Tribal Facilities and the Recycled Water Facilities located in the Project Area.

5.1.1 The Tribe's maintenance obligation pursuant to Section 5.1 shall include removal of blockages and periodic cleaning and other such work and minor repairs as would be considered incidental to ongoing operation of a wastewater collection system and/or recycled water system, routine periodic inspection, and operation and routine servicing of pumps and pump stations.

5.2 The Tribe shall provide adequate capacity in all parts of the Tribal Facilities and the Recycled Water Facilities to convey Project average dry weather base flows and peak wet weather flows.

- 5.3 The Tribe shall take all reasonable steps to prevent, stop and mitigate the impact of releases of Project Wastewater and unintentional releases of recycled water to the environment, including but not limited to implementing a written O&M Plan as further defined in Section 5.3.1 plan.
- 5.3.1 Elements of the O&M Plan are further described under SSMP below and shall include, but not be limited to: a current system map, a schedule for routine preventive operation and maintenance activities including inspections and/or line cleaning, a schedule for equipment testing, training, and a methodology for addressing system problems ("**O&M Plan**"). The O&M Plan shall be made available to the City Engineer to review and approve.
- 5.4 The Tribe shall maintain adequate inventory of spare parts and equipment for the Tribal Facilities and the Recycled Water Facilities located in the Project Area.
- 5.5 The Tribe shall furnish to the City, within a reasonable time but no longer than ten (10) days from the date of mailing of the City's request, any information regarding the operation and maintenance of the Tribal Facilities that the City may request to determine whether the Tribe has complied with these Operating Requirements and the Agreement.
- 5.6 The Tribe shall take all feasible steps to stop, and mitigate the impact of, Project Overflows in or from the Tribal Facilities and the Recycled Water Facilities located in the Project Area.
- 5.7 The Tribe shall employ at least one (1) person with a Collection System Maintenance Grade II Certification from CWEA, or equivalent, and one additional person with a Collection System Maintenance Grade I Certification from CWEA, or equivalent, to manage the Tribal Facilities. The work schedules of these operators shall be staggered such that the system is inspected on a daily basis.

6. POINT OF DELIVERY & DISCHARGE RESTRICTIONS.

- 6.1 **COLLECTION AND CONVEYANCE.** The Tribe shall develop, construct, operate, and maintain in good condition all of the Tribal Facilities as may be necessary to collect and convey Wastewater from the Project to the City at the point of delivery designated as the location at the southern project boundary of the Project Area in the general vicinity of the proposed Project entry at the intersection of Labath and Business Park Drive, as depicted on Exhibit C ("**Point of Delivery**"). The Tribe shall collect and convey Wastewater from the Project to the City at the Point of Delivery in such manner as to comply with all terms of these Operating Requirements, the Agreement, and with all applicable laws, rules, and regulations.
- 6.2 **WASTEWATER RESTRICTIONS.** The Tribe shall be prohibited from doing any and all of the following, without the prior written consent of the City:

- 6.2.1 Discharging sewage from unauthorized locations, including any location other than the Point of Delivery.
- 6.2.2 Storing sewage.
- 6.2.3 Developing, constructing, operating or maintaining a septic system, spray fields, treatment plant or similar wastewater system for any reason, whether for the Project Wastewater or otherwise.
- 6.2.4 Receiving Wastewater Services from any third party or using a third party to collect, transport, treat, reclaim, recycle, reuse or dispose of Wastewater.
- 6.2.5 Receiving septic wastes or any other wastes not generated from the Project.

7. 24-HOUR POINT OF CONTACT.

- 7.1 The Tribe shall maintain a sewer system contact phone number which shall be operated on a 24-hour per day, 7 days per week basis so people can report Wastewater system problems. The Tribe shall provide this number to the City and make this number available to its users.
- 7.2 The Tribe shall notify the City within three (3) business days of any changes of address, telephones, authorized representative and/or emergency contact information.

8. CAPACITY SERVICE ALLOTTED.

- 8.1 Pursuant to Sections 4.7 and 5.2 of the Agreement, the Tribe shall pay for and the City shall provide the Tribe with Capacity Service. Such Capacity Service shall be provided by the City as follows:
 - 8.1.1 Capacity Service with respect to BOD and TSS pollutants may be defined when found necessary for equitable distribution of costs.
 - 8.1.2 The Tribe's Wastewater delivered to the City Sewer System at the Point of Delivery shall be from Project uses only; admission of surface water and of groundwater to the City Sewer System shall be subject to limitations described herein and that the admission of matter of a kind or quantity which may damage the City Sewer System, its functions, or the quality of its effluent or reclaimed products shall be prohibited.

9. VOLUME OF WASTEWATER MEASUREMENT.

- 9.1 The Tribe agrees to install and to maintain and operate, at the Tribe's sole expense, a volume measuring device to determine the total amount of Wastewater discharged by the Tribe to the City Facilities. The measuring device shall

measure and record daily flows, peak hour flow, monthly peak flows, and total monthly flows.

- 9.2 The Tribe shall, at the Tribe's sole expense, produce monthly reports of Wastewater discharge which shall include: total use for the month, daily use each day, average daily use, and peak hour flow. The flow shall be measured at a point agreeable to the City Engineer, or his or her designee.

10. PENALTY FOR EXCEEDING CAPACITY SERVICE.

- 10.1 In the event that the Tribe exceeds its Capacity Service, as specified in Section 8 hereof and Sections 4.7 and 5.2 of the Agreement, or takes steps which would cause it to exceed its Capacity Service without acquiring or providing additional capacity, the City shall notify the Tribe, pursuant to Section 8 of the Agreement, to obtain compliance with these Operating Requirements and the Agreement.
- 10.2 If for any reason the Tribe exceeds its ADWF Capacity Service as measured by the average daily wastewater flow in any seven (7) day period, it shall pay excess Capacity Service surcharges. The surcharge for the capacity used in excess of capacity shall be one and a half (1.5) times an amount equal to the otherwise applicable cost per gallon of Wastewater Service Charges.
- 10.3 If for any reason the Tribe exceeds its PWWF Capacity Service for any single hour period, it shall pay excess Capacity Service surcharges. The surcharge for the capacity used that hour in excess of capacity shall be ten (10) times an amount equal to the otherwise applicable cost per gallon of the Wastewater Service charges.
- 10.4 In addition to the above excess Capacity Service surcharges, if for any reason the Tribe exceeds its ADWF Capacity Service as measured by the average daily flow in any seven (7) day period or PWWF Capacity Service for any single hour period, the Tribe shall submit a plan to the City to obtain compliance with these Operating Requirements and the Agreement and to reduce the flow to the capacity allotted. The Tribe shall submit the plan to the City within thirty (30) days of exceeding the Capacity Service allotted.

11. LIMITATIONS, PROHIBITIONS AND ACTIONS. The Tribe shall comply with the following limitations, prohibitions and actions:

- 11.1 The Tribe shall enforce sewer use requirements which shall prevent the Inflow to Tribal Facilities of storm and surface waters, roof drainage, and cooling water, and to identify and to abate existing surface water Inflows.
- 11.2 The Tribe shall minimize Infiltration of groundwater and storm water into Tribal Facilities through:
- 11.2.1 Proper design, inspection of construction and testing of new sewers.

11.2.2 Provide adequate building code inspection governing construction of sewers and enforcement thereof.

11.2.3 Maintenance of a program of sewer inspection and repair and of replacement of defective sewers.

11.3 The Tribe shall video inspect and smoke test the Tribal Facilities in accordance with the City's standards each five (5) years. All defects found shall be repaired in accordance with the City's standards. Evidence of such expenditures shall be included in the annual SSMP Audit.

11.4 The Tribe shall enforce sewer use requirements including Industrial Waste Discharge Program requirements which shall prohibit the discharge of substances which may be hazardous or which may impair the structures, equipment, functions, processes, or the quality of the end products of the City Sewage System, and which shall require control of the quantity, rate of flow, and concentration of Compatible Pollutants, of Incompatible Pollutants, and of toxic substances.

11.5 Project Sewage discharged by the Tribe to the City Sewer System shall comply with the following requirements:

11.5.1 Meet requirements with respect to quality, characteristics, and prohibited substances contained in the Rohnert Park Municipal Code and applicable regulations.

11.5.2 Not contain undissociated hydrogen sulfide to the extent that the hazard of odor nuisance or damage to sewers and other structures occurs at the point of discharge. Hydrogen sulfide levels shall be maintained such that they do not create an odor and such that dissolved sulfide is below 0.1 mg/l measured at the end of the force main. Treatment may be required to achieve this requirement.

11.6 The Tribe shall notify the City of actual or impending violations of the provisions of this Section 11, as provided for in Section 12 hereof.

12. REPORTING.

12.1 SELF-REPORTING OF NON-COMPLIANCE WITH OPERATING REQUIREMENTS, AGREEMENT OR LAWS

12.1.1 The Tribe shall self-report to the City as soon as practicable but no later than three (3) days after discovery of any violation, exceedance or non-compliance with these Operating Requirements, the Agreement, or with the Regulations, any applicable laws, rules, or regulations. In addition, the Tribe shall report to the City any actions or system problems that might lead to any violation, exceedance or non-compliance with the same.

12.1.2 In the event that the Tribe fails to self-report any actual or potential violation, exceedance or non-compliance, this failure to self-report shall be a violation of these Operating Requirements and the Agreement and shall constitute a Tribal Facilities default under Section 8 of the Agreement.

12.2 REPORTING OF OVERFLOW.

12.2.1 **Immediate Reporting to City.** Immediately after the Tribe becomes aware of the circumstances, the Tribe shall orally report to the City Engineer any Overflow from a Tribal Facility. At a minimum, the report shall identify: (i) the location of the Overflow; (ii) the receiving water (if there is one); (iii) the duration of the Overflow; and (iv) the estimated volume of the Overflow.

12.2.2 **Written Reports to City.** The Tribe shall also provide a written report to the City Engineer regarding any Overflow as soon as practicable but no later than three (3) business days after the Tribe becomes aware of the circumstances. The written report shall contain a description of:

- (a). The location of the Overflow;
- (b). The receiving water (if there is one);
- (c). An estimate of the volume of the Overflow;
- (d). A description of the sewer system component from which the release occurred (e.g., manhole, constructed Overflow pipe, crack in pipe);
- (e). The estimated date and time when the Overflow began and stopped or will be stopped;
- (f). The cause or suspected cause of the Overflow;
- (g). Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the Overflow and a schedule of major milestones for those steps;
- (h). An estimate of the number of persons who came into contact with wastewater from the Overflow; and
- (i). Steps taken or planned to mitigate the impact(s) of the Overflow and a schedule of major milestones for those steps.

12.2.3 **REPORTS TO THE STATE.** The Tribe shall be solely responsible for reporting any Overflow from a Tribal Facility to the appropriate state and

Federal entities and shall include a plan for such reporting in its SSMP program, provided for in Section 14 hereof.

13. RECORD KEEPING, INSPECTION AND COPYING

13.1 RECORD KEEPING.

13.1.1 The Tribe shall maintain a record of the following information for a period of at least seven (7) years from the date of the written report:

- (a). Any construction plans, approvals and certifications for the Tribal Facilities, Recycled Water Facilities and Dedicated Facilities.
- (b). Any O&M Plans and records relating to Tribal Facility or Recycled Water Facilities operation and maintenance activities.
- (c). Any report or audit submitted under Sections 12 and 14 hereof; and
- (d). Any report, including work orders that are associated with investigation of system problems related to an Overflow, that describes the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the Overflow, or that documents system performance.

13.2 INSPECTION AND COPYING OF DOCUMENTS.

13.2.1 The City may inspect and copy and all of Tribe's records related to the Agreement and these Operating Requirements at any time, immediately after the City gives notice to the Tribe, during business hours, and at any other time that a Tribal employee is available onsite with physical access to offices, including off-site facilities, where the records are kept. The Tribe shall cooperate with, and cannot refuse, the inspection and copying, provided that the City inspectors cannot require copies of records in such volume that it unreasonably interferes with the normal functioning of the Tribal Facilities or Recycled Water Facilities.

13.2.2 In lieu of onsite inspection and copying of records by its inspectors, the City may request in writing that the Tribe provide copies of such records as the City deems are reasonably necessary to ensure compliance with the terms of the Agreement and these Operating Requirements. The City's written request shall describe those records requested to be copied with sufficient specificity to reasonably identify the requested documents. Within ten (10) days after it receives the request, or such other time as the City may agree in writing, the Tribe shall provide one copy of the requested records to the City. An electronic version of the requested

records may be submitted to the City in lieu of a paper copy so long as the software required to access the electronic version is reasonably available to the City and the City does not object.

13.2.3 Notwithstanding any other provision of the Agreement or these Operating Requirements, the City shall not be denied access to records, equipment, or places where such access is reasonably necessary to ensure compliance with the Agreement or these Operating Requirements or to conduct or complete an investigation of suspected criminal activity in connection with the Tribal Facilities or Recycled Water Facilities.

14. SEWER SYSTEM MANAGEMENT PLAN (SSMP).

14.1 COMPONENTS OF SSMP PROGRAM.

14.1.1 Prior to receiving Wastewater Service from City, the Tribe shall develop and implement a Sewer System Management Plan (SSMP) and submit the plan to the City Engineer. The SSMP must include the following components:

- (a). Collection system management goals;
- (b). Organization of personnel, including the chain of command and communications;
- (c). Overflow emergency response plan;
- (d). Fats, oils, and grease (FOG) control program;
- (e). Inflow/Infiltration control;
- (f). Testing standards and inspection requirements;
- (g). Measures and activities to maintain the Tribal Facilities;
- (h). Design and construction standards;
- (i). Capacity management;
- (j). Monitoring plan for SSMP program effectiveness; and
- (k). Periodic SSMP Audits, periodic SSMP updates, and implementation of program improvements.

14.2 **SSMP PROGRAM AUDITS.** Beginning no later than the twenty four (24) months after the Commencement Date, the Tribe shall conduct an annual comprehensive audit, evaluating its SSMP program, including its deficiencies and steps to respond to them. A copy of the audit shall be provided to the City within ten (10)

days of its completion.

- 14.3 **COMMUNICATIONS.** The Tribe shall communicate on a regular basis with the City on the implementation and performance of its SSMP program and shall allow the City to provide input to the Tribe as the SSMP program is developed and implemented.

15. RECYCLED WATER

- 15.1 Provided that the conditions precedent established in Section 4.8 of the Agreement are satisfied, the City shall provide Recycled Water Service to the Tribe. The Tribe shall use no more than 3 million (3,000,000) gallons per month of recycled water for irrigation, toilet flushing, and cooling purposes for the Project. The Tribe shall make no other use of recycled water without prior written approval by the City Manager, or his or her designee, which shall not be unreasonably withheld. The Tribe shall not extend recycled water use to any other property besides the Project Area.
- 15.2 The Tribe is required to and shall comply with and enforce all City rules, regulations and standards for recycled water use as may be established by the City and amended from time to time.
- 15.3 The Tribe shall design, construct, operate and maintain the Recycled Water Facilities within the Project Area, at its sole expense, per the City rules, regulations and standards for recycled water use in effect at the time. At the completion of construction and inspection and approval of the Recycled Water Facilities, the Tribe shall submit record drawings to the City.
- 15.4 The Tribe shall designate a Site Supervisor for the Project Area who shall attend training provided by the City or its agent, at the Tribe's sole expense. The Site Supervisor shall be available, or have a designated staff available, at all time to assure 24-hour system coverage and prompt response to operational issues. The Tribe shall notify the City within ten (10) days in the event that a new Site Supervisor is designated for the Project.
- 15.5 The primary application of recycled water for irrigation purposes shall occur between the hours of 8:00 PM and 7:00 AM. If application is made outside this period of time, the Site Supervisor shall be onsite managing the application of recycled water to minimize runoff, overspray and public contact.
- 15.6 The Tribe shall ensure that there are no cross connections between the potable water system and the recycled water system.
- 15.7 The Tribe shall conduct regular inspections and preventive maintenance to ensure the recycled water system is operated per the rules, regulations and standards for recycled water use in effect at the time. If violations, failures or emergencies are

noted, the Tribe shall immediately contact the City by phone and follow directions provided by the City.

- 15.8 The Tribe shall keep accurate records of all recycled water system maintenance and inspections. Self-inspection documentation shall be submitted to the City periodically, as required by the City.

16. VERIFICATION AND SIGNING OF DOCUMENTS.

- 16.1 All documents provided to the City under these Operating Requirements shall be signed by both the Tribal Chair and the certified wastewater collection systems operator.
- 16.2 Pursuant to the provisions of 18 U.S.C. § 1001, relating to fraud and false statements, and the provisions of Section 309(c)(2) of the Act governing false statements, representations, or certification in reports required under the Act, any person who knowingly makes any false statements, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained for the City of Rohnert Park Municipal Code, a wastewater discharge permit, or who falsifies or tampers with or knowingly renders inaccurate any monitoring device or method required under the City of Rohnert Park Municipal Code, shall, upon conviction, be punished by a fine of not more than ten thousand dollars (\$10,000.00) or imprisonment for not more than six months, or both.

EXHIBIT F:

CITY RESOLUTION AUTHORIZING AGREEMENT

RESOLUTION NO. 2012- 78

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING THE JOINT EXERCISE OF POWERS
AGREEMENT WITH THE FEDERATED INDIANS OF GRATON RANCHERIA FOR
WASTEWATER SERVICES**

WHEREAS, on October 1, 2010 the Bureau of Indian Affairs and Secretary of the Interior accepted the Federated Indians of Graton Rancheria's ("Tribe") application requesting that the United States take title to that certain property comprised of approximately 254 acres of land in Sonoma County ("Trust Lands");

WHEREAS, the Governor of California and the Tribe negotiated a compact that authorizes and prescribes the terms of Class III gaming on the Trust Lands ("Compact") and that Compact was ratified by the Legislature on May 17, 2012;

WHEREAS, the environmental impacts of the construction and operation of the Tribe's proposed gaming enterprise were evaluated by the National Indian Gaming Commission ("NIGC") under the National Environmental Policy Act ("NEPA");

WHEREAS, on October 15, 2012, the NIGC published a Record of Decision ("ROD") for the proposed project concluding that the newly acquired Trust Lands are Indian lands which are eligible for gaming and adopting a reduced intensity casino and hotel project as the preferred action alternative;

WHEREAS, the preferred action alternative is significantly smaller than the project initially proposed by the Tribe and includes a casino and a 6-story, 200-room hotel ("Project") to be built on approximately 66 acres of land located on the northeastern portion of the Trust Lands and situated within the City's urban growth boundary and outside the 100-year flood plain ("Project Area");

WHEREAS, the Project is located on Trust Lands outside the boundaries of the City and the City has no legal authority to exercise jurisdiction over, deliberate on, approve, disapprove or otherwise exercise judgment regarding the Trust Lands or the Project or gaming or other activities conducted in the Project Area;

WHEREAS, the City and the Tribe, recognizing that various impacts may arise in the City in connection with the gaming enterprise, entered into that certain Memorandum of Understanding dated October 14, 2003 wherein the Tribe agreed to make certain contributions and community investments to mitigate the impacts of the gaming enterprise ("MOU");

WHEREAS, Section 5 of the MOU recognized the Tribe's plan to construct and operate an on-site wastewater treatment facility and implement water conservation measures, but contemplated the alternative possibility of the City providing wastewater services to the Tribe, in which case the Tribe would agree to pay applicable fees and charges and its fair share of any capital improvements;

WHEREAS, the FEIS included an analysis of two on-site and one off-site wastewater treatment options for the Project, the latter involving a connection to the sewerage system owned by the

City, including sewer lines, interceptor sewers, pumping station, and effluent pipelines ("City Sewer System") and transportation to and treatment and disposal of the wastewater at the Subregional Laguna Wastewater Treatment Plant ("Laguna WWTP");

WHEREAS, at present, wastewater collection, treatment, reclamation, recycling, reuse, and disposal of sanitary sewage have not been extended to the Project Area;

WHEREAS, in the absence of a binding agreement for off-site wastewater treatment, the NIGC identified the on-site wastewater treatment option with no off-reservation discharge as the preferred alternative in the ROD;

WHEREAS, after the NIGC issued the ROD, the Tribe undertook a detailed analysis of the wastewater treatment options for the Project in the December 2, 2011 "Graton Rancheria Off-Site Sanitary Sewer Alternative Analysis" prepared by RBF Consulting ("RBF Report");

WHEREAS, the RBF Report identified a way to connect the Project to the City's sewer system within existing public right-of-way by running approximately 3,140 feet of pipe from the south end of the Project site east along Business Park Drive, turning south on Redwood Drive and west on J. Rogers Lane and terminating at a manhole in front of the existing City pump station ("Alternative 2 Alignment");

WHEREAS, the ROD includes a mitigation measure that requires the Tribe's approved casino and hotel to use recycled wastewater for some of its water supply, and the Parties have determined that in the event the City becomes the managing agency of the existing recycled water distribution system within the City in the future, the City will provide recycled wastewater to the Tribe as a subset of its wastewater services by extending an 8 inch pipe approximately 1,000 feet from the proposed project entry at the intersection of Labath Avenue and Business Park Drive to the existing recycled water main located in Labath Avenue approximately 300 feet north of the intersection of Martin and Labath Avenues.

WHEREAS, the Tribe has the power to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation and disposal of sanitary sewage and similar wastewaters and to prescribe fees and charges for such services on Trust Lands pursuant to the Tribe's inherent sovereignty as exercised under the Tribe's Constitution;

WHEREAS, the City has the power to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation, recycling, reuse and disposal of sanitary sewage and similar wastewaters and to prescribe fees and charges for such services pursuant to Government Code sections 38900 *et seq.*, Health and Safety Code sections 5470 *et seq.*, and Cal. Const. Article 11, Section 9 ("Wastewater Services");

WHEREAS, the Parties have determined that the connection to the City Sewer System and City's extension of Wastewater Services to the Project is desired to efficiently process wastewater from the Project, minimize any potential off-reservation impacts, and protect the public health, safety and welfare;

WHEREAS, the Tribe desires to connect the Project to the City's Sewer System along the Alternative 2 Alignment and to receive Wastewater Services from the City for the Project;

WHEREAS, the City is willing to provide Wastewater Services along the Alternative 2 Alignment pursuant to a joint exercise of powers agreement ("Agreement");

WHEREAS, a federally recognized Indian tribe may enter into a joint powers agreement with other public agencies, including cities, under the Joint Exercise of Powers Act, codified at Government Code section 6500 *et seq.*;

WHEREAS, at a regular meeting of the General Council of the Tribe on June 9, 2012, the General Council authorized the adoption of the limited waiver of sovereign immunity;

WHEREAS, at a regular meeting of the Tribal Council, on June 22, 2012, the Tribal Council authorized the adoption of the Agreement by adopting Resolution No. 12-20;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that the recitals hereto are true and correct and material to this Resolution.

BE IT FURTHER RESOLVED that the City Council hereby finds as follows:

1. The Agreement is a joint exercise of powers agreement in which City and Tribe are cooperatively exercising their mutual authority to provide wastewater services with each agency being responsible for activities within their boundaries to a point of connection.
2. The Agreement was negotiated as provided for in the Compact and constitutes approval of an intergovernmental agreement, as that term is defined in Section 11.8.7 of the Compact, which is designed to mitigate certain Project impacts on the City and compensate the City for its provision of Wastewater Services to the Tribe for the purposes of the Tribe's gaming operation, including the gaming facility, as a consequence of the Project pursuant to Section 11.8.7, subsections (a)(1) and (a)(2) of the Compact.
3. Approving the Agreement does not approve the Project nor gaming, those approvals have previously been granted by the NIGC and the Governor. The Agreement is a consequence of those prior approvals.
4. Although the Tribe could feasibly provide onsite wastewater services to serve the Project, the FEIS evaluated both onsite and off-site wastewater treatment options and the off-site wastewater treatment option as proposed in the Agreement is the environmentally superior option because it: (a) provides equal or better protection of water resources, including both surface water and groundwater; (b) avoids land dispersal of treated effluent in the Project Area (near the Laguna de Santa Rosa); (c) eliminates the need to dedicate additional land in the Project Area for a WWTP, effluent storage facility, and disposal sprayfields; (d) utilizes existing public infrastructure (Laguna WWTP) which is permitted and regulated by the State; and (e) avoids duplication of public services infrastructure.
5. In undertaking environmental review, the following facts are relevant: (a) the Project has been reviewed under NEPA; (b) the Tribe is not a public agency subject to CEQA; (c) the Project is not subject to CEQA or to City environmental review, design, land use or land development ordinances, plans, manuals or standards; (d) the City does not have legal authority to deliberate on, approve, disapprove, or otherwise exercise judgment regarding

the Project; and (e) the City is not deliberating on, approving, disapproving or otherwise exercising judgment regarding the Project by entering this Agreement.

BE IT FURTHER RESOLVED that the City Council hereby finds that the adoption of this Agreement is statutorily exempt from CEQA pursuant to:

1. Government Code Section 12012.56(b)(1)(C), which expressly exempts intergovernmental agreements, such as this Agreement which mitigates the Project's impacts on the City and provides for compensation for the Wastewater Services, negotiated pursuant to the express authority of, or as expressly referenced in, the Compact, including but not limited to Section 11.8.7; and
2. Public Resources Code Section 21080.21, which exempts the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline of less than one mile in length within a public street or highway or any other public right-of-way, because the only development to occur in the City's jurisdiction under the Agreement is the extension of approximately 3,140 feet of an existing underground sewer pipeline and the possible extension of approximately 1,000 feet of an existing underground recycled water pipeline, both of which will be installed within public streets and their existing rights-of-way.

BE IT FURTHER RESOLVED that in making its findings the City Council relied upon and hereby incorporates by reference all of the documents referenced in this Agreement, the materials in the City's file on this matter, correspondence, staff reports, presentations and all other related materials.

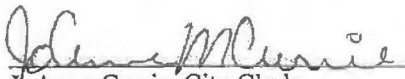
BE IT FURTHER RESOLVED that the City Council does hereby authorize and approve the Joint Exercise of Powers Agreement by and between the City of Rohnert Park and the Federated Indians of Graton Rancheria for wastewater services in substantially similar form to the Agreement attached hereto as Attachment 1 and incorporated by this reference, subject to final review, including minor modification, and approval by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution and directing staff to file a notice of exemption.

DULY AND REGULARLY ADOPTED this 26th day of June 2012.

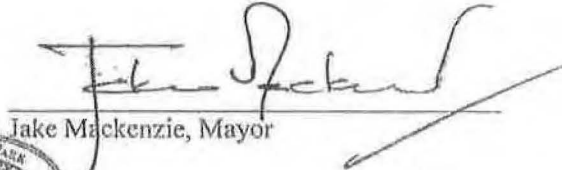
CITY OF ROHNERT PARK

ATTEST:


JoAnne Currie, City Clerk



(4)


Jake Mackenzie, Mayor

OAK #4840-3420-3151 v1

AHANOTU: AYE BELFORTE: AYE CALLINAN: Absent STAFFORD: AYE MACKENZIE: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

EXHIBIT G;
TRIBAL RESOLUTION AUTHORIZING AGREEMENT



FEDERATED INDIANS OF GRATON RANCHERIA

A RESOLUTION APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT FOR WASTEWATER SERVICES

TRIBAL COUNCIL RESOLUTION NO.: #12-20

DATE APPROVED: June 22, 2012

- WHEREAS:** the Federated Indians of Graton Rancheria ("Tribe") is a federally recognized tribe, organized pursuant to the Constitution of the Federated Indians of Graton Rancheria, approved by the Secretary of the Interior on December 23, 2002 ("Constitution"); and
- WHEREAS:** Article III, Section 1 of the Constitution provides that the governing body of the Tribe is the Tribal Council; and
- WHEREAS:** Article VI, Section 1 provides the Tribal Council with the authority to negotiate and conclude agreements with local governments on behalf of the Tribe; and
- WHEREAS:** Article VI, Section 2 of the Constitution reserves to the General Council the power to waive the Tribe's sovereign immunity to unconsented suit; and
- WHEREAS:** on October 1, 2010, pursuant to the Graton Rancheria Restoration Act (25 U.S.C. § 1300n-3), the Bureau of Indian Affairs of the United States Department of the Interior accepted title to that certain property comprising approximately 254 acres of land in Sonoma County into trust for the benefit of the Tribe as part of the Tribe's Reservation ("Trust Lands"); and
- WHEREAS:** the Tribe intends to use its Trust Lands for the operation of a gaming enterprise pursuant to the terms of the Indian Gaming Regulatory Act of 1988, codified at 25 U.S.C. § 2701 *et seq.*, ("IGRA"); and
- WHEREAS:** prior to the Trust Acquisition, the National Indian Gaming Commission ("NIGC") prepared and finalized an Environmental Impact Statement evaluating the environmental consequences for the construction and operation of the Tribe's proposed gaming enterprise pursuant to the National Environmental Policy Act; and
- WHEREAS:** on October 15, 2012, after the trust acquisition, the NIGC published a Record of Decision ("ROD") for the proposed project concluding that the newly acquired Trust Lands are Indian lands which are eligible for gaming pursuant to IGRA and adopting a reduced intensity casino and hotel project as the preferred action alternative ("Project") to be built on approximately 66 acres of land located on the northeastern portion of the Trust Lands and situated within the City of Rohnert Park's ("City's") urban growth boundary and adjacent to the City limits; and

WHEREAS: the Tribe desires to connect the Project to the City's sewer system in order to receive Wastewater Services for the Project; and

WHEREAS: The Tribal Council, with the assistance of legal counsel, has negotiated a Joint Exercise of Powers Agreement between the City and the Tribe ("Agreement"); and

WHEREAS: the Tribal Council, having considered the matter in accordance with tribal law, has determined that it is in the best interests of the Tribe to enter into the Agreement to receive wastewater services for the Project; and

WHEREAS: the Agreement requires the Tribe to provide a limited waiver of the Tribe's right to assert sovereign immunity in favor of the City, a waiver of the doctrines of exhaustion of tribal remedies or comity, and a consent to mediation of disputes and the enforcement of remedies related thereto; and

WHEREAS: at the request of the Tribal Council, under General Council Resolution GC-12-16, the General Council has expressly (i) waived the Tribe's right to assert sovereign immunity in favor of the City as to disputes arising under, or in connection with, the Agreement and any other agreement executed by the Tribe in connection with the Agreement, (ii) waived any requirement that disputes be heard in a court or other dispute resolution forum of the Tribe, whether under the doctrines of exhaustion of Tribal remedies, comity, or otherwise; and (iii) consented to the jurisdiction of state and federal courts and to mediation as well as the application of the laws of the state of California to govern and interpret the Agreement (collectively "Waivers"); and

WHEREAS: at the request of the City, under General Council Resolution GC-12-16, the General Council has ratified the Tribal Chair's execution and delivery of the Agreement to the appropriate City officials to the extent such approval may be necessary or appropriate under Tribal law.

NOW THEREFORE BE IT RESOLVED THAT the Tribal Council has reviewed the Agreement and hereby approves the Agreement.

BE IT FURTHER RESOLVED THAT the Tribal Council hereby authorizes the Tribal Chair to execute and deliver the Agreement to the appropriate City officials.

BE IT FURTHER RESOLVED THAT the recitals to this Resolution are true and correct and material hereto.

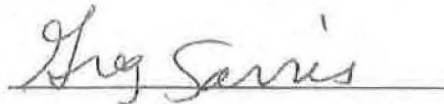
BE IT FURTHER RESOLVED THAT the Tribal Council confirms that any law, ordinances, judgments, decisions, orders, resolutions, rules, regulations or other action, of the Tribe, any instrumentality or agency of the Tribe, or any of the officers, employees, or agents, of the foregoing, whether written, unwritten or established by tradition that are in effect and are in

conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein, or any provision set forth in the Agreement, are hereby repealed and annulled with respect to the transactions approved by this Resolution to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

BE IT FURTHER RESOLVED THAT the Tribal Council agrees not to pass or adopt any law, ordinances, judgments, decisions, orders, resolutions, rules, regulations or other action, of the Tribe, any instrumentality or agency of the Tribe, or any of the officers, employees, or agents, of the foregoing, whether written, unwritten or established by tradition, of any nature that impairs the obligations of the Tribe under this Resolution.

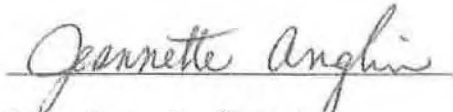
CERTIFICATION

We the undersigned hereby certify that the foregoing Tribal Council Resolution was presented and duly adopted by the Tribal Council of the Tribe on the 22nd day of June, 2012, at a Tribal Council meeting at which a quorum of registered voters was present, by a vote of 7 for, 0 opposed, and 0 abstaining, and that said Tribal Council Resolution has not been rescinded or amended in any way.



Greg Sarris, Tribal Chair

ATTEST:



Jeannette Anglin, Secretary

EXHIBIT H

INSURANCE

INSURANCE

A. INSURANCE REQUIREMENTS

1. Within ten (10) days after award of the Agreement, Tribe shall promptly obtain, at its own expense, all the insurance described in this section, and submit coverage verification for review and approval by the City. This insurance shall be in addition to any other form of insurance or bonds required under the terms of the Agreement.

Tribe shall not commence work under the Agreement, until such insurance has been approved by the City. Such insurance shall remain in full force and effect at all times. In addition, the Commercial General Liability Insurance shall be maintained for a minimum of five (5) years after final completion and acceptance of the Dedicated Facilities.

2. Companies writing the insurance under this article shall be authorized to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

3. Nothing contained in these insurance requirements is to be construed as limiting the extent of Tribe's responsibility for payment of damages resulting from its operations under this Agreement. Coverage required hereunder shall operate as Primary insurance.

4. Tribe shall procure, pay for, and maintain throughout the duration of this Agreement the following insurance coverage:

- a. Commercial General Liability coverage (Insurance Services Office form number CG 0001 – "occurrence" form).
- b. Insurance Services Office form number CA 00 01 covering Automobile Liability, including symbol 1 "any auto."
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, with Statutory Limits, and Employers Liability insurance.
- d. The Commercial General Liability Insurance shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:
 - Explosion, collapse or underground hazard (XCU)
 - Products and completed operations
 - Pollution liability
 - Contractual liability

5. Tribe shall maintain insurance limits of no less than:

- a. Commercial General Liability: Five Million Dollars (\$5,000,000) combined single limit per occurrence for all covered losses and no less than Ten Million Dollars (\$10,000,000) general aggregate.
- b. Automobile Liability: Three Million Dollars (\$3,000,000) combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California, with Statutory Limits, and Employers Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- d. Pollution and/or Asbestos Pollution Liability: One Million Dollars (\$1,000,000) per each occurrence and a Two Million Dollars (\$2,000,000) policy aggregate. If coverages are written on a Claims Made form: (a) the "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work, (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work, and (c) if coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, Contractor must purchase 'extended reporting' coverage for a minimum of five (5) years after completion of contract work..

At the option of Tribe, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required, including all additional insured requirements. The Umbrella Policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying commercial General Liability insurance.

6. Endorsements - Originals of the following endorsements shall be attached to the liability insurance policy and delivered to City:

- a. The Commercial General Liability policy of insurance shall be endorsed to name as additional insureds the City and all of its elected and appointed officials, directors, officers, employees, agents, construction manager, and servants, using ISO Form CG 2010 with an edition prior to 2004. Additional insureds shall also be covered for completed operations, either in the additional insured endorsement or through a separate endorsement such as CG 20 37.
- b. The policy shall be endorsed to provide primary coverage to the full limit of liability stated in the declarations, and provide that if the additional insureds have any other insurance or self-insurance against the loss covered by this policy, that other insurance shall be excess insurance and not contribute with Tribe's policy.
- c. Failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

- d. Coverage shall state that Tribe's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The insurer shall waive all rights of subrogation against the City, its officials, employees, and agents for losses arising from work performed by or on behalf of Tribe for the City.. Tribe agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- f. An endorsement shall be attached which states that the coverage is primary insurance and that any insurance or self-insurance fund maintained by or available to the City or any of its officers, agents, employees or volunteers shall be in excess of Tribe's insurance and shall not be called upon to contribute to a loss covered by the policy.
- g. The policy must provide that it shall not be cancelled, suspended, voided or changed nor may the "retroactive date" of the policy or any renewal or replacement policy be changed without thirty (30) days prior written notice to the City.
- h. A cross-liability endorsement must be included to the effect that each insured is covered as if separate policies had been issued to each insured.
- i. The liability coverage may be either on a blanket basis or a policy which specifically identifies this agreement with a contractual liability endorsement.

7.. Subcontractors - The liability insurance shall not require Tribe to have its subcontractors named as insureds in Tribe's policy, but the policy shall protect Tribe from contingent liability which may arise from operations of its subcontractors. Tribe shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

8. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where any agreement to indemnify the additional insured would be invalid under Civil Code Section 2782(b).

9. Workers' Compensation Insurance certificate - Section 3700 of the Labor Code requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and to comply with such provisions and have Employers' Liability limits of \$1,000,000 per accident for bodily injury or disease before commencing the performance required under the Agreement.

10. Builder's Risk Insurance - "All Risk or Special Form" Builder's Risk Insurance on a replacement cost basis, in an amount equal to the full replacement cost of the Tribal Facilities and Dedicated Facilities on a completed value basis, including coverage for 'soft costs' such as design, engineering and construction management fees, covering all risks of loss, including but not limited to, fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil

commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, flood, and earthquake. This insurance shall name the City of Rohnert Park, its elected and appointed officials, employees, agents and servants and Tribe as insureds, as their interests may appear, and shall include coverage including, but not limited to, all damages or loss to the Tribal Facilities and Dedicated Facilities and to appurtenances, to materials and equipment to be used on the Project while the same are in transit, stored on or off the project site, to construction plant and temporary structures.

Builder's Risk Insurance policies shall contain the following provisions:

- a. The City shall be named as loss payee.
- b. The insurer shall waive all rights of subrogation against the City.
- c. Builder's Risk Insurance may have a deductible clause not to exceed the following limits:
 - If, pursuant to Section 7105 of the Public Contract Code, the City requires coverage for any damage to the work caused by an "Act of God," as defined by Section 7105(b)(2) of that Code, and has set forth the amount of the work to be covered and the insurance premium for such coverage as a separate bid item, the deductible for such coverage shall not exceed five percent (5%) of the value of the Tribal Facilities and Dedicated Facilities at risk at the time of the loss.
 - All other perils: \$5,000.

Tribe shall be responsible for paying any and all deductible costs. The policy shall provide the City the right to occupy the premises without termination of the policy until acceptance of the project.

11. Proof of Coverage - Before proceeding with the work under this Agreement, Tribe shall furnish the City with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on amended ACORD forms and ISO endorsement forms or equivalent endorsement forms acceptable to the City. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the City before work commences. Endorsements are not required for Workers Compensation or Builder's Risk Insurances. Such certificates of insurance shall provide that the insurance policy shall not be cancelable, be subject to non-renewal, or otherwise be subject to material modification, except with thirty (30) days' prior written notice to the City. Tribe shall also provide certificate(s) evidencing renewals of all insurance required herein, at least ten (10) days prior to the expiration date of any such insurance.

12. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and other additional insureds; or Tribe shall

procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

13. In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicate any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

14. The Tribe acknowledges and agrees that any actual or alleged failure on the part of City to inform Tribe of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT I:

RESOLUTION AUTHORIZING LIMITED WAIVER OF SOVEREIGN IMMUNITY



GENERAL COUNCIL RESOLUTION

FEDERATED INDIANS OF GRATON RANCHERIA

A RESOLUTION AUTHORIZING A LIMITED WAIVER OF SOVEREIGN IMMUNITY IN FAVOR OF THE CITY OF ROHNERT PARK WITH RESPECT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR WASTEWATER SERVICES

GENERAL COUNCIL RESOLUTION NO.: GC-12-16

DATE APPROVED: June 9, 2012

- WHEREAS:** the Federated Indians of Graton Rancheria ("Tribe") is a federally recognized tribe, organized pursuant to the Constitution of the Federated Indians of Graton Rancheria, approved by the Secretary of the Interior on December 23, 2002 ("Constitution"); and
- WHEREAS:** Article III, Section 1 of the Constitution provides that the governing body of the Tribe is the Tribal Council; and
- WHEREAS:** Article VI, Section 1 provides the Tribal Council with the authority to negotiate and conclude agreements with local governments on behalf of the Tribe; and
- WHEREAS:** Article VI, Section 2 of the Constitution reserves to the General Council the power to waive the Tribe's sovereign immunity to unconsented suit; and
- WHEREAS:** on October 1, 2010, pursuant to the Graton Rancheria Restoration Act (25 U.S.C. § 1300n-3), the Bureau of Indian Affairs of the United States Department of the Interior accepted title to that certain property comprising approximately 254 acres of land in Sonoma County into trust for the benefit of the Tribe as part of the Tribe's Reservation ("Trust Lands"); and
- WHEREAS:** the Tribe intends to use its Trust Lands for the operation of a gaming enterprise pursuant to the terms of the Indian Gaming Regulatory Act of 1988, codified at 25 U.S.C. § 2701 *et seq.*, ("IGRA"); and
- WHEREAS:** prior to the Trust Acquisition, the National Indian Gaming Commission ("NIGC") prepared and finalized an Environmental Impact Statement evaluating the environmental consequences for the construction and operation of the Tribe's proposed gaming enterprise pursuant to the National Environmental Policy Act; and
- WHEREAS:** on October 15, 2012, after the trust acquisition, the NIGC published a Record of Decision ("ROD") for the proposed project concluding that the newly acquired Trust Lands are Indian lands which are eligible for gaming pursuant to IGRA and adopting a reduced intensity casino and hotel project as the preferred action

alternative ("Project") to be built on approximately 66 acres of land located on the northeastern portion of the Trust Lands and situated within the City of Rohnert Park's ("City's") urban growth boundary and adjacent to the City limits; and

WHEREAS: the Tribe desires to connect the Project to the City's sewer system in order to receive Wastewater Services for the Project; and

WHEREAS: The Tribal Council, with the assistance of legal counsel, has negotiated a Joint Exercise of Powers Agreement between the City and the Tribe ("Agreement"); and

WHEREAS: the Tribal Council, having considered the matter in accordance with tribal law, has determined that it is in the best interests of the Tribe to enter into the Agreement to receive wastewater services for the Project; and

WHEREAS: the Agreement requires the Tribe to provide a limited waiver of the Tribe's right to assert sovereign immunity in favor of the City, a waiver of the doctrines of exhaustion of tribal remedies or comity, and a consent to mediation of disputes and the enforcement of remedies related thereto; and

WHEREAS: the Tribal Council has requested that the General Council exercise the Tribe's sovereign right to expressly and unequivocally provide such waivers with regard to disputes arising under or in connection with the Agreement; and

WHEREAS: the City has requested that the General Council ratify the Agreement and authorize the Tribal Chair to execute and deliver the Agreement to the appropriate City officials to the extent such approval may be necessary or appropriate under Tribal law; and

WHEREAS: The General Council has full power and authority to adopt this Resolution under the Constitution and other applicable Tribal and federal laws and this Resolution does not conflict with any Tribal or federal law or require approval of any other Tribal entity that has not been obtained.

NOW, THEREFORE BE IT RESOLVED THAT the General Council hereby consents to and expressly, unequivocally and irrevocably: (i) waives the Tribe's right to assert sovereign immunity in favor of the City as to disputes arising under, or in connection with, the Agreement and any other agreement executed by the Tribe in connection with the Agreement, (ii) waives any requirement that disputes be heard in a court or other dispute resolution forum of the Tribe, whether under the doctrines of exhaustion of Tribal remedies, comity, or otherwise; and (iii) consents to the jurisdiction of state and federal courts and to mediation as well as the application of the laws of the state of California to govern and interpret the Agreement (collectively "Waivers").

BE IT FURTHER RESOLVED THAT the General Council ratifies the Tribal Chair's execution and delivery of the Agreement to the appropriate City officials.

BE IT FURTHER RESOLVED THAT the recitals to this Resolution are true and correct and material hereto.

BE IT FURTHER RESOLVED THAT this Resolution is in addition to and shall not supersede or extinguish any prior or future consent by the General Council to waive the Tribe's sovereign immunity in favor of the City, including, but not limited to, the sovereign immunity waiver provided under the Memorandum of Understanding dated October 14, 2003.

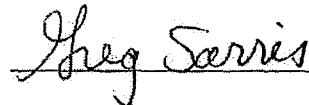
BE IT FURTHER RESOLVED THAT the General Council represents and warrants that the Waivers approved under this Resolution on behalf of the Tribe are valid, enforceable and effective and hereby determines that no laws, ordinances, resolutions or other actions of the Tribe or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition, prohibit the General Council from approving this Resolution.

BE IT FURTHER RESOLVED THAT the General Council confirms that any law, ordinances, judgments, decisions, orders, resolutions, rules, regulations or other action, of the Tribe, any instrumentality or agency of the Tribe, or any of the officers, employees, or agents, of the foregoing, whether written, unwritten or established by tradition that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein, or any provision set forth in the Agreement, are hereby repealed and annulled with respect to the transactions approved by this Resolution to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

BE IT FURTHER RESOLVED THAT the General Council agrees not to pass or adopt any law, ordinances, judgments, decisions, orders, resolutions, rules, regulations or other action, of the Tribe, any instrumentality or agency of the Tribe, or any of the officers, employees, or agents, of the foregoing, whether written, unwritten or established by tradition, of any nature that impairs the obligations of the Tribe under this Resolution or that would rescind or modify these Waivers.

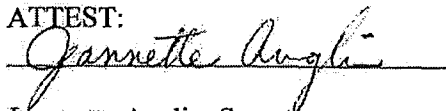
CERTIFICATION

We the undersigned hereby certify that the foregoing resolution was presented and duly adopted by the General Membership on the 9th day of June, 2012, at a General Council meeting at which a quorum of registered voters was present, by a vote of eighty-seven (87) for, none opposed, and none abstaining, and that said Resolution has not been rescinded or amended in any way.



Greg Sarris, Tribal Chair

ATTEST:



Jeannette Anglin, Secretary

SIDE LETTER AGREEMENT

August 1, 2013

Federated Indians of Graton Rancheria
Attn: Greg Sarris, Tribal Chair
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928

Re: Wastewater JEPA Implementation Agreement

Dear Mr. Sarris:



City Council

Pam Stafford
Mayor

Joseph T. Callinan
Vice Mayor

Amy O. Ahanotu
Gina Belforte
Jake Mackenzie

Council Members

Gabriel A. Gonzalez
City Manager

Darrin W. Jenkins
Assistant City Manager

Michelle Marchetta Kenyon
City Attorney

Alexandra M. Barnhill
Assistant City Attorney

JoAnne Buerger
City Clerk

Brian Masterson
Director of Public Safety

John McArthur
Director of Public Works and
Community Services

Cathy Orme
Finance Director

Marilyn Ponton
Development Services Manager

On behalf of the City of Rohnert Park ("City"), thank you and your agents for continuing to work with the City in the processing of the necessary permits and approvals to carry out the Joint Exercise of Powers Agreement for Wastewater Services ("JEPA") entered into between the City and the Federated Indians of Graton Rancheria ("Tribe").¹

You informed me that time is of the essence for the Tribe. The Tribe seeks to begin back of the house operations of the Casino on August 2nd in order to meet financing and operational deadlines. To do so, you noted that the Casino will need to begin receiving wastewater services by that date.

To receive wastewater services, under the terms of the JEPA, the Tribe must construct the Dedicated Facilities (a wastewater force main)² and Tribal Facilities (a collection system and pump station) and associated improvements (e.g. street repair) in accordance with the Regulations.³ Thereafter, the Tribe must provide written certification from the Project's engineer of record that said structures have been constructed in accordance with the Regulations.⁴ Prior to operation, the City has a right to inspect the structures and confirm that they were properly completed.⁵ In addition, the Tribe must offer to dedicate the Dedicated Facilities to the City.⁶ The offer to dedicate will take the form of a Dedication of Public Improvements Agreement ("Dedication"). The City Council will accept the offer of dedication of the Dedicated Facilities when it is found in conformity with the Regulations and approved plans.⁷ Under the JEPA, only after these steps have occurred, may the Tribe operate the Dedicated Facilities, Tribal Facilities and associated improvements.⁸

¹ Capitalized terms in this agreement shall have the same meaning as provided for in the JEPA, unless otherwise specified.

² The improvements are specified in the JEPA, including Exhibits C & E, and are further documented in plans approved by the City on March 29, 2013, as modified in approved change orders.

³ See JEPA Sections 4.1, 4.2 and Exhibit E.

⁴ See JEPA Exhibit E Section 3.2.

⁵ See JEPA Sections 4.1.4 and 4.2.3.

⁶ See JEPA Section 4.2.3.

⁷ See JEPA Section 4.2.3.

⁸ See JEPA Section 4.1.4

Several issues have arisen in the implementation of the JEPA relating to the Tribe's compliance with the above-mentioned requirements. The first relates to the written certification of the Dedicated Facilities, Tribal Facilities and associated improvements consistent with the Regulations and approved plans by the Project's engineer of record. The Tribe's contract with the engineer of record, RBF Consulting, did not expressly incorporate the obligations from the JEPA to provide that written certification. As a result, some of the work that should have been done by RBF Consulting, was instead done by a separately contracted inspector, Broadspec.

Because this work is already completed, it is not possible for the project engineer to provide the certification as required by JEPA. RBF Consulting will only certify the work that it conducted itself. In an effort to bridge this gap, representations have been made by RBF Consulting, Broadspec, and other contracting parties (such as KGA, the Tribe's architect of record) that the Dedicated Facilities, Tribal Facilities and associated improvements are constructed in accordance with the Regulations and approved plans. However, as described below, not all of the tests required to confirm the proper operation of the Dedicated Facilities, Tribal Facilities and associated improvements have been satisfactorily completed. As a result, the City lacks the assurances that it requires from the project engineer.

The second issue relates to incomplete construction work, testing and paperwork. To date, the Dedicated Facilities have been constructed and offered for dedication but the City has not yet accepted the dedication because some of the punch list items remain to be completed, inspected and approved. To date, the Tribal Facilities (collection system and pump station) have been partially constructed but require additional construction and testing.

In addition, there are various planning documents and procedural safeguards required by the JEPA that still need to be developed and implemented before operation of the wastewater system can begin. For example, the Tribe has yet to provide the endorsements which were to be attached to the insurance policies required to be in place during the entire duration of the JEPA.

Collectively, this prerequisite work has been identified to include, but not be limited to, the work specified in Attachment A (hereinafter referred to as "**Prerequisite Work**"). The City has determined that completion of the Prerequisite Work as well as city inspection and approval thereof is minimally necessary to initiate Wastewater Services.

In addition to the Prerequisite Work, additional work will be required in order to achieve full compliance with the terms of the JEPA and to allow continued Wastewater Services.⁹ Collectively this additional work has been identified to include, but not be limited to, the work specified in Attachment B (hereinafter referred to as "**Additional Work**").

Despite the inadequate scope of certification from the project engineer and the need to complete Prerequisite Work, the Tribe requested that the City allow the Tribe to begin receiving Wastewater Services by August 2, 2013 so long as it completes and the City inspects and accepts the Prerequisite Work before that date. The Tribe would complete the Additional Work as soon as possible thereafter.

In response, I indicated that the City would be amenable to allow the Tribe to begin receiving Wastewater Services by August 2, 2013, subject to certain conditions. This letter agreement is intended to record our mutual understanding in writing, as is required under the JEPA.

⁹ See JEPA Sections 4.1 and 4.2 and Exhibit E.

AGREEMENT

The City and the Tribe hereby agree as follows:

1. **Wastewater Services.** Wastewater Services shall only commence when the requirements set forth in this paragraph and Paragraphs 2 through 6 below have been satisfied, as determined by the City in accordance with the standards set forth in Exhibit E of the JEPA and/or the alternative standards established by the City Engineer where it was not possible to satisfy the standards set forth in Exhibit E of the JEPA. Provided that the requirements of this paragraph and Paragraphs 2 through 6 have been satisfied on or before close of business on August 1, 2013, then on and after August 2, the City shall provide and Tribe shall receive Wastewater Services, subject to the limitations of this Agreement and the JEPA. In the event any of these conditions set forth in Paragraphs 2 through 6 below have not been satisfied by close of business on August 1, 2013, then the City shall have no obligation to provide and Tribe may not receive Wastewater Services on August 2, 2013. Further, in the event that the requirements set forth in Paragraph 7 are not satisfied by August 13th and/or the requirements set forth in Paragraph 8 are not satisfied pursuant to the timeline provided for therein, then the City shall discontinue Wastewater Services until the requirements are satisfied.
2. **Prerequisite Work.** Prior to receiving Wastewater Services, the Tribe shall complete the Prerequisite Work, which is more particularly specified in Attachment A. Moreover, in order for City to provide Wastewater Services on August 2, 2013, the Tribe shall, in addition to the other requirements of this Agreement, complete the Prerequisite Work as soon as possible, but in no event later than the close of business on August 1, 2013.
3. **Certification.** The following clarify the Parties' agreement regarding obligations under Section 3.2 of Exhibit E to the JEPA:
 - a. **Dedicated Facilities.** As of the date of this Agreement, the Tribe has executed the Dedication of Public Improvements Agreement, and the Tribe shall have the project engineer from RBF Consulting and the civil engineer from Broadspec certify in writing that the Dedicated Facilities have been constructed in accordance with the Regulations.
 - b. **Tribal Facilities.** On or before August 1, 2013, and before the operation of the Tribal Facilities, the Tribe shall have the project engineer from RBF Consulting, the civil engineer from Broadspec, and the project architect from KGA certify in writing that the Tribal Facilities and associated improvements have been constructed in accordance with the Regulations.
 - c. **Updated Certifications.** The above-referenced certifications shall be updated to the extent reasonable and appropriate to reflect construction that was completed or improved after the certification was made.
4. **City Inspection.** From and after the date this Agreement is signed by both Parties, the City shall have an inspector on site inspecting the Tribe's work, at the Tribe's expense, as provided for under the JEPA. Consistent with Sections 4.1 through 4.3 of Exhibit E to the JEPA, upon completion of Prerequisite Work and prompt notification of the same to the City, the City or its agents shall inspect the Prerequisite Work for conformity with the Regulations and approved plans and/or the alternative standards established by the City Engineer where it was not possible to satisfy the standards set forth in Exhibit E of the JEPA. In the event that City identifies a nonconformity, the Tribe shall, as soon as possible, remove it and replace it with conforming work. The City's determination of nonconformity shall be made in the City's sole and exclusive discretion and that determination shall be final; provided, however,

that the City's determination for work done on Tribal Facilities shall not be unreasonably be withheld.

5. City Approval. Consistent with Section 4.2, 4.2.1, and 4.2.2 of Exhibit E to the JEPA, upon confirmation that all of the Prerequisite Work is in conformance with the Regulations and approved plans and/or the alternative standards established by the City Engineer where it was not possible to satisfy the standards set forth in Exhibit E of the JEPA, the City shall approve the work and notify the Tribe of the same.
6. Timing. The Tribe acknowledges that the City has limited staff with the expertise to inspect and approve the Prerequisite Work. Provided that the Prerequisite Work is completed prior to the close of business on August 1, 2013, the City shall exercise reasonable diligence in inspecting and approving the Prerequisite Work, but cannot guarantee that it will have the time or resources to complete its obligations prior to August 2, 2013. The Tribe further acknowledges that the removal and replacement of work found to be nonconforming may result in delays causing the Prerequisite Work not to be inspected and/or approved by the City prior to August 2, 2013. The Tribe hereby agrees that the City shall incur no liability in the event that inspection and approval of the Prerequisite Work is not complete prior to August 2, 2013, resulting in non-initiation of Wastewater Services.
7. Dedication. Provided that the Tribe has satisfied the requirements of Paragraphs 2 through 5 above, in accordance with the standards set forth in Exhibit E of the JEPA, then City staff will bring a resolution to accept the Dedication to the City Council at the August 13th regular City Council meeting and City staff will recommend that the Council approve the Dedication of Public Improvements Agreement.
8. Additional Work. In order for the City to continue to provide and the Tribe to continue to receive Wastewater Services, the Tribe must complete the Additional Work, which is more particularly specified in Attachment B pursuant to the following timing: 1) Those items listed in Section I of Exhibit B shall be completed by August 23, 2013. In the event that the items listed in Section I of Exhibit B are not completed by August 23, 2013, the City may discontinue Wastewater Services. The Tribe hereby agrees that the City shall incur no liability in the event that inspection and approval of the Additional Work listed in Section I of Exhibit B is not completed prior to August 23, 2013, resulting in a discontinuation of Wastewater Services; and 2) All items listed in Exhibit B must be completed prior to the close of business on October 3, 2013. Consistent with Section 4.2, 4.2.1, and 4.2.2 of Exhibit E to the JEPA, upon confirmation that all of the Additional Work is in conformance with the Regulations and approved plans and/or the alternative standards established by the City Engineer where it was not possible to satisfy the standards set forth in Exhibit E of the JEPA, the City shall approve the work and notify the Tribe of the same. The City shall exercise reasonable diligence in inspecting and approving the Additional Work, but cannot guarantee that it will have the time or resources to complete its obligations prior to October 4, 2013. The Tribe further acknowledges that the removal and replacement of work found to be nonconforming may result in delays causing the Additional Work not to be inspected and/or approved by the City prior to October 4, 2013. The Tribe hereby agrees that the City shall incur no liability in the event that inspection and approval of the Additional Work is not completed prior to October 4, 2013, resulting in a discontinuation of Wastewater Services.
9. Cost of Work. Consistent with Section 4 (Wastewater Services) of the JEPA and its subsections, the Tribe reaffirms that all labor, materials, equipment, tools, transportation and services necessary for construction of the Prerequisite Work and Additional Work as well as any and all maintenance, modifications or repairs to the Dedicated Facilities, Tribal Facilities and associated improvements which may be required to achieve conformity with the

Regulations and approved plans shall be furnished by the Tribe at the Tribe's sole and exclusive expense.

10. System Improvements. The Tribe reaffirms and agrees that it is solely and exclusively responsible for completing the Prerequisite Work, Additional Work and maintaining, modifying and/or repairing the Dedicated Facilities, Tribal Facilities and associated improvements consistent with the Regulations and approved plans. The Tribe further acknowledges and agrees that after the Prerequisite Work has been inspected and approved and Wastewater Services have commenced, completing the Additional Work and maintaining, modifying and/or repairing the Dedicated Facilities, Tribal Facilities and associated improvements may require Wastewater Services to be interrupted and that the City shall incur no liability as a result of the interruption. The Tribe also acknowledges that in the event of a breach of this Agreement, the City has the right to suspension of or immediate suspension of Wastewater Services, as provided for in Section 7.2 (Suspension/Termination) of the JEPA, and/or declare a default under Section 8 (Default and Dispute Resolution) of the JEPA, and pursue its remedies thereunder, and that the City shall incur no liability as a result of taking such action.
11. Indemnification. The Tribe agrees that it has provided the City with a limited waiver of sovereign immunity under Section 9.7 (Limited Waiver of Sovereign Immunity) of the JEPA and reiterates its understanding that the Tribe's obligations set forth in Section 9.2 (Tribe Indemnification) of the JEPA, which require the Tribe to indemnify, protect, defend and hold harmless the City for Claims, also extend to any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees) that the City may incur, arising from or in connection with the City's implementation of this Agreement, including but not limited to: (a) the Tribe or the Tribe's representatives, officers, employees, agents, successors and assigns, performance or failure to perform under this Agreement; (b) the City's review, inspection, acceptance, operation, maintenance, and other activities regarding the Prerequisite Work, Additional Work, Dedicated Facilities, Tribal Facilities and associated improvements; (c) City's failure to provide and/or interruption of Wastewater Services, and/or (d) the City's provision of Wastewater Services to the Tribe, regardless of whether or not City prepared, supplied or approved plans or specifications for or accepted dedication and/or responsibility for the Dedicated Facilities and/or Tribal Facilities and associated improvements.
12. Tribal Remedies. The Parties acknowledge and agree that notwithstanding any other provision of this Agreement, the Tribe's remedies under this Agreement shall be limited to pursuing injunctive relief, including *ex parte* applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any actions of the City related to discontinuance of Wastewater Service. The Tribe shall not seek and hereby waives the right to receive damages, including but not limited to monetary, punitive, liquidated, consequential or special damages, for any actions taken by the City pursuant to this Agreement, including but not limited to discontinuance of Wastewater Services.
13. Effect of Termination. Paragraphs 11 (Indemnification) and 12 (Tribal Remedies) contained in this Agreement shall survive any termination of the JEPA or this Agreement.

If this Letter Agreement correctly sets forth your understanding of the Tribe's obligations pursuant to the JEPA, then please sign the enclosed copy.

Sincerely,

CITY OF ROHNERT PARK


Gabriel A. Gonzalez
City Manager

Per Resolution No. 2012-78
Adopted by the Rohnert Park City Council
on June 26, 2012.

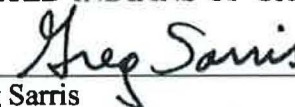
APPROVED AS TO FORM:

Michelle Marchetta Kenyon, City Attorney

AGREED TO:

I hereby consent to the representations set forth above.

FEDERATED INDIANS OF GRATON RANCHERIA

By: 
Greg Sarris

Per Tribal Resolution No. 13-31


APPROVED AS TO FORM:

John Maier, Tribal Attorney

If this Letter Agreement correctly sets forth your understanding of the Tribe's obligations pursuant to the JEPA, then please sign the enclosed copy.

Sincerely,

CITY OF ROHNERT PARK


Gabriel A. Gonzalez
City Manager

Per Resolution No. 2012-78
Adopted by the Rohnert Park City Council
on June 26, 2012.

APPROVED AS TO FORM:


Michelle Marchetta Kenyon, City Attorney

AGREED TO:

I hereby consent to the representations set forth above.

FEDERATED INDIANS OF GRATON RANCHERIA

By: 
Greg Sarris

Per Tribal Resolution No. 13-31

APPROVED AS TO FORM:

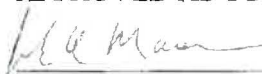

John Maier, Tribal Attorney

Exhibit A:

Prerequisite Work

I. Force Main:

- A. Needed to start sewage flows: The punch list items need to be completed.

II. Pump Station:

- A. Needed to start sewage flows: There are two alternatives for sewage flows with the pump station. The first is to use the pump station to pump sewage. The second is to use a by-pass pump while the pump station is being tested, inspected and approved
1. *Using the Pump Station to pump sewage*:
 - a. Provide City with construction and testing documentation:
 - i. Construction photos
 - ii. Daily inspection reports
 - iii. Materials certificates
 - iv. Submittals
 - v. As-built drawings
 - vi. Liner welder certifications and reports
 - vii. Spark testing report
 - viii. Geotechnical engineering reports and approvals.
 - b. Infiltration testing of wet well.
 - c. City physically inspects station and wet well. Note that inspecting wet well will require that it be drained cleaned and wiped dry.
 - d. After City determines extent of construction documentation, possibly expose to confirm compliance with Standards.
 2. *Using a bypass pump*:
 - a. Provide a safe plan for bypass pumping.
 - b. Provide bypass pump
 - c. Provide 24 hour observation for by-pass pump operations.

III. Collection System:

- A. Needed to start sewage flows:
1. For all manholes on the flow path, complete the manhole vacuum test.
 2. During the test the City will visually observe the manhole for proper construction.
 3. Provide material submittals for manholes (concrete).

IV. SSMP (Including O&M manual and emergency response manual):

- A. Needed to start sewage flows:
1. Complete the SSMP to the satisfaction of the City including O&M manual.

V. Staffing

- A. Needed to start sewage flows:
1. Provide certification of contract staff in accordance with the JEPA.
 2. If bypass pumping will be used until the pump station is accepted, provide a CWEA collection system operator 24/7 to monitor the bypass pumping.

VI. Payment:

- A. Needed to start sewage flows:
1. Pursuant to JEPA Section 6.1.1. Tribe shall deposit one hundred and fifty thousand dollars (\$150,000).

**Exhibit B:
Additional Work
Exhibit B:
Additional Work**

I. Work to be Completed by August 23, 2013:

A. Force Main:

1. Striping of Redwood Drive and J. Rogers Lane
2. Replacement of concrete damaged during construction.

B. Pump Station:

a. If using the Pump Station to pump sewage:

1. Complete the bioxide system design to meet City approval.
2. Complete the construction and testing of the bioxide system to meet City approval
3. Complete pads
4. Install and test meter (in the interim agree to pay based on ADWF or pump hours)

b. If using a bypass pump to pump sewage:

1. Complete the design of the pump station to meet City approval.

C. Collection System: None

D. SSMP (Including O&M manual and emergency response manual): None

E. Staffing: None

F. Insurance. Pursuant to JEPA Section 9.1 and Exhibit H thereto, the Tribe shall provide certificates of insurance and related endorsements

II. Work to be Completed by October 4, 2013:

A. Pump Station:

a. If using the Pump Station to pump sewage:

1. Complete telemetry to City SCADA. We can accept a web based system if easier to establish than the City Standard requirement.
2. Complete lighting

b. If using a bypass pump to pump sewage the Tribe shall replace the bypass pump with the pump station by:

1. Provide City with construction and testing documentation for a Pump Station:
 - i. Construction photos
 - ii. Daily inspection reports
 - iii. Materials certificates
 - iv. Submittals
 - v. As-built drawings
 - vi. Liner welder certifications and reports
 - vii. Spark testing report
 - viii. Geotechnical engineering reports and approvals.
2. Infiltration testing of wet well of Pump Station
3. City physically inspects pump station and wet well. Note that inspecting wet well will require that it be drained cleaned and wiped dry.
4. After City determines extent of construction documentation, possibly expose to confirm compliance with Standards.
5. Complete the bioxide system design to meet City approval.
6. Complete the construction and testing of the bioxide system to meet City approval
7. Complete pads
8. Install and test meter (in the interim agree to pay based on ADWF or pump hours)
9. Complete telemetry to City SCADA. We can accept a web based system if easier to establish than the City Standard requirement.

10. Complete lighting

11. Disconnect and remove the bypass pump and start up Pump Station.

B. Collection System:

1. For all additional manholes, complete the manhole vacuum test with city observers.

2. During the test the City will visually observe the manhole for proper construction.