

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT FOR
WASTEWATER TREATMENT AND DISPOSAL SERVICES WITH THE CITY OF
PLEASANTON

In 1993, the City of Livermore entered into an agreement with the City of Pleasanton for Wastewater and Disposal Services ("Agreement") for treating and disposing of the wastewater generated in the Ruby Hill development.

Under the current Agreement, Ruby Hill residents pay the full City of Livermore sewer service charge and the full City of Pleasanton sewer collection charge.

Both Livermore and Pleasanton now wish to amend the Agreement to require Ruby Hill residents to pay 90% of the typical City of Livermore sewer service charges and 90% of the City of Pleasanton collection system charges in recognition of the relative services provided by each agency.

On October 3, 2017, the Pleasanton City Council adopted the amendment and resolution reducing Pleasanton's collection system charges for Ruby Hill by 10%, effective January 2018 through the end of the current agreement in September 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to sign, on behalf of the City of Livermore, a First Amendment for Wastewater Treatment and Disposal Services with the City of Pleasanton, attached hereto as Exhibit A.


On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 11, 2017 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Susan Neer
City Clerk

APPROVED AS TO FORM:



Catrina Fobian
Assistant City Attorney

Exhibit A – First Amendment

**FIRST AMENDMENT TO AGREEMENT FOR
WASTEWATER AND DISPOSAL SERVICES**

This Amendment is entered into this 10th day of November, 2017, between the CITY OF PLEASANTON, a municipal corporation of the State of California ("Pleasanton"), and the CITY OF LIVERMORE, a municipal corporation of the State of California ("Livermore").

RECITALS

- A. On September 13, 1993, the parties entered into an Agreement for Wastewater Treatment and Disposal Services ("Agreement").
- B. The parties now wish to amend the Agreement to adjust the service charges charged to Ruby Hill customers by each party to recognize the portions of the Pleasanton and Livermore sewer collection systems maintained by each respective agency.
- C. The intent of this modification is to limit the sewer service charges for Ruby Hill customers to no more than ninety (90) percent of the Livermore sewer service charges plus no more than ninety (90) percent of the Pleasanton sewer service charges.
- D. Pursuant to Section 13 of this Agreement any amendments must be in writing and signed by both parties.

NOW, THEREFORE, the parties agree as follows:

Section 1. Paragraph 8(b) of the Agreement is amended to read as follows:

(b) Service Charges. Each user in the Ruby Hill Project Area shall be charged a sewer service charge equal to ninety (90) percent of the same basic service charge as established for Livermore's Sewer Service Area to provide for maintenance and operation (including overhead), repair and replacement of any portion, element or component of Livermore's Sewerage Facilities. This reduced service charge is based on Pleasanton's responsibility to operate and maintain a portion of the Ruby Hill Project Area's sewer collection system as specified in Paragraph 4(a) of this agreement. The service charge shall be collected by Pleasanton. This reduced service charge is based on Livermore's responsibility to operate and maintain the portion of the sewer collection system between the Ruby Hill Project area and the Livermore Water Reclamation Plant.

Paragraph 8(d) of the Agreement is amended to read as follows:

(b) Local Charges. Pleasanton shall be responsible for establishing, levying and charging such additional fees and charges as may be necessary or appropriate for the operation, maintenance, repair, replacement, improvement, or expansion of its Collection System, or any other facility or facilities, or to defray any cost of expense for the provision of sewer service within its sewer service area. Pleasanton may charge each user in the Ruby Hill Project Area such local charges, in addition to Livermore's sewer service charge, but in no case shall this local charge exceed ninety (90) percent of Pleasanton's established sewer service charges for other Pleasanton sewer customers.

Section 2. This Amendment is prospective and only apply to the service charges levied after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Agreement.


Section 3. Except as amended above, the Agreement remains in full force and effect.

In concurrence and witness whereof, the parties have executed this amendment as of the date first written.

CITY OF PLEASANTON
a municipal corporation

By: 
Nelson Fialho, City Manager

ATTEST:


Karen Diaz, City Clerk

APPROVED AS TO FORM:


Daniel Sodergren, City Attorney

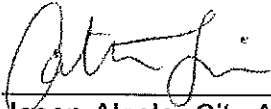
CITY OF LIVERMORE
a municipal corporation

By: _____
Marc Roberts, City Manager

ATTEST:

APPROVED AS TO FORM:

Susan Neer, City Clerk



Jason Alcala, City Attorney