

**CUPERTINO SANITARY DISTRICT  
SANITARY BOARD MEETING  
WEDNESDAY, MARCH 2, 2022**

**AGENDA**

**The meeting will be held at 7:00 p.m. via teleconference [call 1 (866) 899 - 4679 Conference Access Code: 251566821] and anyone interested may also call in. The District Office at 20863 Stevens Creek Blvd, Suite 100, Cupertino is closed.**

**1. ROLL CALL**

**2. AB 361**

The Board of Directors makes the following findings required by AB 361 in order to continue holding meetings by teleconferencing electronically: (1) the March 4, 2020 Governor's Proclamation of a State of Emergency is still in effect, (2) the County of Santa Clara has a Universal Indoor Face Covering Order in effect and continues to encourage social distancing, and (3) due to room capacity limitations, meeting in person would present imminent risks to the health or safety of attendees.

**3. PUBLIC COMMENTS**

This portion of the meeting is reserved for persons desiring to address the board on any matter not on the agenda. Speakers are limited to three (3) minutes.

All statements requiring a response will be referred to staff for further action. In most cases, state law will prohibit the board from making any decisions with respect to a matter not listed on the agenda.

**4. CLOSED SESSION**

**A. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION**

In accordance with government code section paragraph (2) of subdivision (d), there is significant exposure to litigation from California Riverwatch pertaining to the Clean Water Act.

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and the City of Milpitas v. The City of San Jose, The City of Santa Clara and Does 1 through 50 inclusive.

**5. MINUTES**

**A. APPROVAL OF THE MINUTES OF FEBRUARY 16, 2022**

**B. APPROVED MINUTES OF FEBRUARY 2, 2022**

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**6. CORRESPONDENCE**

NONE

**7. MEETINGS**

- A. SANTA CLARA COUNTY SPECIAL DISTRICTS ASSOCIATION REGULAR MEETING TO BE HELD ON MARCH 7, 2022
- B. TELECONFERENCE MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT TECHNICAL ADVISORY COMMITTEE (TAC) TO BE HELD ON MARCH 7, 2022
- C. TELECONFERENCE MEETING OF THE SAN JOSE/SANTA CLARA TREATMENT PLANT ADVISORY COMMITTEE (TPAC) TO BE HELD ON MARCH 10, 2022

**8. REPORTS**

- A. SUNNYVALE FLOW TRANSFER AGREEMENT

**9. UNFINISHED BUSINESS**

- B. COVID-19 UPDATES

**10. NEW BUSINESS**

- A. BOARD VACANCY APPOINTMENT

**11. STAFF REPORT**

- A. CURRENT DEVELOPMENT PROJECTS

**12. CALENDAR ITEMS**

- A. NEXT REGULAR DISTRICT BOARD MEETING IS SCHEDULED TO BE HELD ON WEDNESDAY, MARCH 16, 2022

**13. ADJOURNMENT**

CUPERTINO SANITARY DISTRICT BOARD MEETING  
WEDNESDAY, FEBRUARY 16, 2022

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:01 p.m. This meeting was conducted via teleconferencing in accordance with AB 361. The District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino was closed.

1. ROLL CALL:

President Bosworth called the meeting to order, and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: Angela S. Chen, Taghi S. Saadati, William A. Bosworth, and Patrick S. Kwok. Director Gatto's seat was vacant.

Staff present: District Manager Benjamin Porter, Deputy District Manager Robert Woodhouse, and Counsel Marc Hynes.

District Consultant: Richard K. Tanaka

Public: David Doyle

2. AB 361:

The Board of Directors makes the following findings required by AB 361 in order to continue holding meetings by teleconferencing electronically: (1) the March 4, 2020 Governor's Proclamation of a State of Emergency is still in effect, (2) the County of Santa Clara has a Universal Indoor Face Covering Order in effect and continues to encourage social distancing, and (3) due to room capacity limitations, meeting in person would present imminent risks to the health or safety of attendees.

On a motion by President Bosworth, seconded by Director Saadati, by a vote of 4-0-0 the Board approved.

3. PUBLIC COMMENTS:

There were none.

4. CLOSED SESSION:

President Bosworth adjourned the regular meeting session and opened the closed session at 7:02 p.m. Guest Doyle was excused from the closed session.

A. Conference with legal counsel – Significant Exposure to Litigation in accordance with government code section paragraph (2) of subdivision (d), there is significant exposure to litigation from California Riverwatch pertaining to the Clean Water Act.

Board action: There was no reportable action.

Manager Porter and Deputy Manager Woodhouse were excused from the remainder of closed session at 7:09 p.m.

B. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County

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Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Board action: There was no reportable action.

The closed session was adjourned at 7:34 p.m. and the regular meeting was called to order. District Manager Porter, Deputy District Manager Woodhouse, and Guest Doyle rejoined the regular meeting.

5. MINUTES & BILLS:

- A. On a motion by Director Saadati, seconded by Director Kwok, by a vote of 4-0-0 the minutes of Wednesday, February 2, 2022, were approved as written.
- B. By consensus, the Amended Minutes of Monday, January 17, 2022, are to be Noted & Filed.
- C. The Board reviewed January payable warrants and financial statements. The Board asked Staff if the City [of Cupertino] could notify the District when an ADU is approved for occupation. Deputy Manager Woodhouse presented a status report on the Peak Flow Reduction Program. On a motion by Director Chen, seconded by Director Kwok, by a vote of 4-0-0, the financial statements and payment of bills were approved as written.
- D. Board members will submit their February timesheets to Manager Porter.

6. CORRESPONDENCE:

- A. The Board reviewed the County of Santa Clara Treasury Investment Portfolio Status. It is to be Noted & Filed.
- B. The Board reviewed the Santa Clara County Registrar of Voters email correspondence – Calling an Election and Redistricting Map Submittal. It is to be Noted & Filed.

7. MEETINGS:

- A. There were none.

8. REPORTS:

- A. Manager Porter reported on the teleconference meeting of The San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) held on February 7, 2022.
- B. Director Kwok reported on the teleconference meeting of The San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) held on February 10, 2022.

9. UNFINISHED BUSINESS:

- A. Manager Porter reported on COVID-19 updates.

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WEDNESDAY, FEBRUARY 16, 2022

- B. Manager Porter reported on the Board Vacancy. The Board Vacancy Notice was placed at five locations within Cupertino and Saratoga.

10. NEW BUSINESS:

- A. Board Vacancy applications received: one application has been received for the Board Vacancy.

11. STAFF REPORTS:

- A. Manager Porter reported on future development projects. The Westport Installer's Agreement will be signed on February 17, 2022. Marina Plaza is still in the planning phase. The Vallco project has been paused due to potential soil contamination at the site.
- B. Manager Porter reported on Form 700 filing. Paper filing is due April 1, 2002.
- C. Manager Porter reported on the Monthly Maintenance Report.

12. CALENDAR ITEMS:

- A. The next regular District Board meeting is scheduled to be held on Wednesday, March 2, 2022.

13. ADJOURNMENT:

On a motion properly made and seconded, at 8:37 p.m. the meeting was adjourned.

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Secretary of the Sanitary Board

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President of the Sanitary Board

CUPERTINO SANITARY DISTRICT BOARD MEETING  
WEDNESDAY, FEBRUARY 2, 2022

The Sanitary Board of the Cupertino Sanitary District convened this date at 7:01 p.m. This meeting was conducted via teleconferencing in accordance with AB 361. The District office at 20863 Stevens Creek Blvd, Suite 100, Cupertino was closed.

1. ROLL CALL:

President Bosworth called the meeting to order, and the following proceedings were had to wit: Roll call was taken, with the following members in attendance:

Directors present: Angela S. Chen, Taghi S. Saadati, William A. Bosworth, and Patrick S. Kwok. Director Gatto's Board position was vacant.

Staff present: District Manager Benjamin Porter, Deputy District Manager Robert Woodhouse, and Counsel Marc Hynes.

District Consultant: Richard K. Tanaka

Public: David Doyle

2. AB 361:

The Board of Directors makes the following findings required by AB 361 in order to continue holding meetings by teleconferencing electronically: (1) the March 4, 2020 Governor's Proclamation of a State of Emergency is still in effect, (2) the County of Santa Clara has a Universal Indoor Face Covering Order in effect and continues to encourage social distancing, and (3) due to room capacity limitations, meeting in person would present imminent risks to the health or safety of attendees.

On a motion by President Bosworth, seconded by Director Kwok, by a vote of 4-0-0 the Board approved.

3. PUBLIC COMMENTS:

There were none.

4. CLOSED SESSION:

President Bosworth adjourned the regular meeting session and opened the closed session at 7:02 p.m. Guest Doyle was excused from the closed session.

A. Conference with legal counsel – Significant Exposure to Litigation in accordance with government code section paragraph (2) of subdivision (d), there is significant exposure to litigation from California Riverwatch pertaining to the Clean Water Act.

Board action: There was no reportable action.

Manager Porter and Deputy Manager Woodhouse were excused from the remainder of closed session at 7:20 p.m.

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- B. Conference with legal counsel – Existing Litigation in accordance with government code section Paragraph (1) of Subdivision (d) of Section 54956.9, existing litigation. Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District, and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

Board action: There was no reportable action.

The closed session was adjourned at 7:42 p.m. and the regular meeting was called to order. District Manager Porter, Deputy District Manager Woodhouse, and Guest Doyle rejoined the regular meeting.

5. MINUTES:

- A. On a motion by Director Kwok, seconded by Director Chen, by a vote of 4-0-0 the minutes of Monday, January 17, 2022, were approved with revision.
- B. By consensus, the Minutes of Wednesday, December 15, 2021, are to be Noted & Filed.

6. CORRESPONDENCE:

- A. The Board received condolences from Burbank Sanitary District Board of Directors for John Gatto. It is to be Noted & Filed.
- B. The Board reviewed the CSRMA Annual Report. It is to be Noted & Filed.

7. MEETINGS:

- A. Manager Porter plans to attend the teleconference meeting of The San Jose/Santa Clara Treatment Plant Technical Advisory Committee (TAC) to be held on February 7, 2022.
- B. Director Kwok plans to attend the teleconference meeting of The San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC) to be held on February 10, 2022.

8. REPORTS:

- A. Director Chen reported on the teleconference meeting of the CSRMA Board Meeting held on January 20, 2022. Insurance premium increased by 12 percent and there are two additional charges that are not considered premiums: Program Director charge and the JPA charge.

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9. UNFINISHED BUSINESS:

- A. The Board discussed a vacancy on the Board. Staff will post notices of an open Board position at the following locations within the District: Cupertino and Saratoga City Halls and libraries, the District's office door and website, and the Cupertino Senior Center. Applicants will need to complete a District application form to be considered.
- B. The Board reviewed the Westport Installer's Agreement. On a motion by Director Saadati, seconded by Director Kwok, by a vote of 4-0-0 the Installer's Agreement was approved as written.
- C. Manager Porter reported on COVID-19 updates.

10. NEW BUSINESS:

- A. The Board reviewed draft wording for a commendation plaque for John Gatto.
- B. The Board discussed CCTV truck operation and maintenance. On a motion by President Bosworth, seconded by Director Saadati, by a vote of 4-0-0, the Board approved payment of an hourly equipment charge of \$80 per hour for the CCTV truck usage on District work.
- C. District Manager Porter provided an update on the schedule for completion of Form 700 filing for all Board members.

11. STAFF REPORTS:

- A. Manager Porter reported on current development projects.

12. CALENDAR ITEMS:

- A. The next regular District Board meeting is scheduled to be held on Wednesday, February 16, 2022.

13. ADJOURNMENT:

On a motion properly made and seconded, at 8:34 p.m. the meeting was adjourned.

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Secretary of the Sanitary Board

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President of the Sanitary Board



**AGREEMENT  
BETWEEN CITY OF SUNNYVALE AND CUPERTINO SANITARY DISTRICT  
FOR SEWER FLOW DIVERSION**

This AGREEMENT is made and entered into on \_\_\_\_\_, 2022, by and between the City of Sunnyvale (CITY) and the CUPERTINO SANITARY DISTRICT (CuSD), also referred to as Party or collectively as PARTIES.

**RECITALS**

1. The CITY currently serves 91 homes in the area west of East Estates Drive and north of Bollinger Road in Cupertino, CA. This flow currently passes through a suspended pipeline over Calabazas Creek. This suspended pipeline must be taken out of service and removed in the Summer of 2022 to meet requirements of the Santa Clara Valley Water District (Valley Water). The CITY has proposed to transfer flow out of the existing City-owned sewer pipe bridge and into CuSD's sewer collection system. This 91-home flow is proposed to pass through CuSD's system to another location where the same approximate flow is transferred back into the City's system.
2. At the request of the CITY and with concurrence from the CuSD Board, CuSD staff has evaluated the feasibility of transferring flow from the CITY to CuSD.
3. CuSD staff determined that it is feasible and CuSD can accept and transfer the flow as described later in this document.
4. In addition to the proposed flow transfer and its associated construction and O&M requirements, the Parties also seek to resolve service area border discrepancies and at a future date, investigate the feasibility of a proposed wet weather flow transfer from CuSD to the City.

**NOW THEREFORE**, in consideration of and upon the terms and conditions hereinafter specified, the Parties agree as follows:

**1. Purpose of this Agreement**

2. The purpose of this Agreement is to provide the terms for the diversion and conveyance of flows from the CITY to CuSD on East Estates Drive, for deep cleaning of the siphons, for CCTV inspection and condition assessment and future rehabilitation or replacement of the siphon pipes, for the design and construction of a new diversion weir in CuSD manhole 2533-13, resolution of border parcel mapping discrepancies, and provisions for the CITY to evaluate its ability to provide 0.5 MGD of peak overflow capacity to **CuSD Diversion of Flows**

Collection system improvements along the path of flow transfer are presented below in order from downstream to upstream.

**2.1 Diversion at South Tantau Avenue.**

- A. At the downstream end of the proposed flow transfer, the City has repaired an existing, previously unused 8-inch sewer pipe extending from CuSD sewer manhole 2533-13 at Shadygrove Drive north along S. Tantau Avenue to the City's sewer manhole A108-201 at Barnhart Ave. This sewer is now available for the proposed flow transfer. Although previous ownership of this existing S. Tantau Ave. sewer is unclear, the Parties agree that it will now be owned and maintained by the City.
- B. The City agrees to design and construct a new diversion weir within CuSD manhole 2533-13 to send approximately 91 homes of flow into the City system. The Parties agree that the flow diversion will be approximately 15% of the total combined City & CUSD flow that reaches this manhole, based upon counts of homes upstream. Design of the weir is subject to approval by CuSD before construction.

After initial installation of the weir, the City agrees to review data from CuSD's nearby sewer lift station and to make any adjustments to the weir system that may be warranted to achieve the desired approximate 91-home transfer.

- C. CuSD manhole 2533-13 will continue to be owned and maintained by CuSD. However, with CuSD approval, the City may install a hinged manhole lid and SmartCover water level sensor at this manhole, at City expense, to better understand sewer flow characteristics and to assist with weir design.

## **2.2 Flow transfer along shared pipes**

CuSD agrees to convey the City's flow from E. Estates Drive to S. Tantau Ave through several CuSD pipes including an existing CuSD owned inverted siphon across Calabazas Creek. The inverted siphon is over 60 years old and has accumulated grease in both twin 6-inch diameter pipes. This accumulation has likely reduced the effect carrying capacity of the siphon. The condition of the siphon pipes is unknown at the time of execution of this agreement. CuSD intends to clean and inspect the siphon pipes sometime after the proposed City flow transfer project has been implemented.

## **2.3 Diversion at E. Estates Drive**

At the upstream end of the proposed flow transfer at E. Estates Drive, the City agrees to construct a new approximate 20-foot long 8-inch sewer from City sewer manhole A130-211 to CuSD Flushing Inlet 2088-1F. The City will also replace the existing CuSD flushing inlet with a new manhole, to be owned and maintained by CuSD. The new 8-inch sewer will be owned and maintained by the City. Flow that previously traveled east across the sewer pipe bridge at Calabazas Creek from the City manhole will therefore travel north into CuSD's system.

## **2.4 Deep Cleaning of the Siphon**

CuSD agrees to perform a deep cleaning and CCTV inspection of the siphon pipes and assess their condition. If the pipes are significantly deteriorated, they will be replaced or rehabilitated to extend their useful life. CuSD will then develop a plan to regularly clean the grease build-up from the siphon barrels to sustain the capacity of twin 6-inch barrel siphon pipes.

## **3. Resolve Border Parcel Discrepancies.**

In accordance with LAFCO's Special Districts Service Review, Phase 2 dated December 4, 2013, there are several anomalous areas along CuSD's shared boundaries with other agencies where questions arose regarding which agency is currently providing services and which agency would likely be providing services in the future. Four such areas were identified within the City of Sunnyvale area and are designated by the letters B through E. LAFCO is requesting that these boundary issues be resolved.

For reference, the following items B through E are excerpted from LAFCO's Special Districts Service Review, Phase 2 dated December 4, 2013.

*Area B (APNs 323-26-014, 323-26-033, 323-26-016, 323-26-034, and 323-26-077) is a commercial area that is within CuSD's bounds and SOI. The parcels in question are located within the City of Sunnyvale that provides its own wastewater collection services. The City and CuSD both reported that this area is in fact served by the City and will continue to be served by the City. It does not appear to be necessary for the territory to remain within CuSD's bounds; consequently, it is recommended that the area be excluded from CuSD's SOI and detached from the District (LAFCO action required).*

*Area C (APN 309-46-064) is a single parcel within the City of Sunnyvale that is also within CuSD's bounds and SOI. Both agencies corroborated that the parcel is receiving services from CuSD. The reasoning as to why this single parcel is connected to the CuSD system instead of the Sunnyvale system is unknown; however, given that any change in the connection would require infrastructure changes, it is likely that*

*CuSD will continue to serve the area. It is recommended that the area remain within CuSD's SOI to reflect its current service area (No LAFCO action is required).*

*Area D is the remaining portion of the City of Cupertino that is not within CuSD and its SOI. The area is served by Sunnyvale, as the terrain is such that flow into the Sunnyvale system is appropriate. Given the topography and existing system infrastructure, it is unlikely that CuSD would take on services in this area, and it is recommended that CuSD's SOI remain unchanged in this area (No LAFCO action is required).*

*Area E is outside CuSD's bounds but within its SOI. Similar to Area D this area is served by the City of Sunnyvale. A sewer main transports the flow to the system in the eastern portion of the City of Cupertino. Given the existing system infrastructure, it is unlikely that CuSD would take on services in this area, and it is recommended that the area be excluded from CuSD's SOI (LAFCO action required).*

In addition to Areas B through E above, two other boundary issues have been identified. One is the aforementioned 91 homes on the west side of Calabazas Creek and the other is Sedgwick Elementary School at 19200 Phil Lane. Sanitary sewer service to both the 91 homes and the elementary school are currently provided by the CITY. However, they are incorrectly shown to be within CuSD's service area in the LAFCO mapping.

Both PARTIES desire to resolve the discrepancies described above. All LAFCO actions described above will be initiated and administered, including payment of fees, as described in Cost Sharing 5 D.

#### **4. Investigation of potential wet weather flow transfer from CuSD to the CITY**

CuSD wishes to reserve instantaneous peak wet weather overflow capacity of 139 gallons per minute (0.5 MGD) in the CITY's wastewater collection system. CITY agrees to make a good faith effort to investigate this possible flow transfer during future modeling efforts. If CITY is able to accept this flow, this transfer may happen at one or more locations, as mutually agreed upon by the CITY and CuSD.

As part of this good faith effort to investigate instantaneous peak flow transfer, CITY agrees to include 0.5 MGD in its analysis of future master planning and capital improvement planning for the collections system and the treatment plant. The CITY will share future master planning and capital improvement planning results as they relate to the proposed CuSD wet weather flow transfer. If the analysis determines that future projects can accommodate the requested capacity for the shared benefit of the CITY and CuSD, CITY agrees to implement those projects and CuSD agrees to pay the incremental costs associated with the benefit to CuSD as mutually agreed upon by the CITY and CuSD. If the analysis determines that the future projects would be required for the benefit of CuSD only, CuSD would be responsible for the costs of project implementation as mutually agreed upon by the CITY and CuSD.

#### **5. Cost Sharing**

- A. CITY agrees to a 38.5% percent share in the cost of a one-time deep cleaning of the dual 6-inch diameter siphons that cross Calabazas creek. This 38.5% share is based upon a count of City and CuSD homes upstream of the siphon. This cost to partially clean the siphon pipes on March 26, 2020 was \$7,500. It is estimated that the cost to perform a more comprehensive cleaning of the siphon pipes and remove the accumulated grease from the siphon pipes is approximately \$25,000. The CITY will pay CuSD 38.5% percent of the actual cost of the one-time deep cleaning of the siphon structure.
- B. CITY agrees to a 38.5% percent share in the cost of one-time CCTV inspection and condition assessment of the siphon pipes. If it is determined that the pipes need to be replaced or rehabilitated in the near term or in the future, the CITY agrees to a 38.5% percent share in the cost of the one-time siphon pipe replacement or rehabilitation project.
- C. After the one-time deep cleaning, inspection, and possible repair or replacement of the shared siphon pipes, CuSD agrees to operate and maintain all shared pipes along the flow diversion path from E. Estates Drive to

S. Tantau Ave., including the siphon pipes, at its expense. It is anticipated and agreed that the frequency and level of effort necessary for cleaning and maintenance will not be significantly increased by the addition of City flows through the system.

D. CITY agrees to perform all necessary coordination with LAFCO and to prepare and submit all necessary documents needed to implement the changes to the disputed border parcels that are listed above. CITY shall pay any LAFCO fees associated with mapping changes. CITY will submit a marked-up map showing the parcels of interest. If LAFCO requires a more formal exhibit that requires input from a surveyor, CuSD agrees to provide such an exhibit per the supplemental services as described in Item 5 E. below.

E. Any supplemental services will be provided by CuSD and compensated by CITY using the current CuSD hourly rate schedule as shown on Attachment B. In the future, this attached hourly rate schedule shall be superseded by any future changes to CuSD's hourly rates.

## **6. Invoicing and Payments**

For costs associated with the one-time cleaning, inspection, and possible repair or replacement of the siphon pipes, and for any other agreed upon expenses incurred by CuSD, the CITY will pay CuSD invoices within 45 days of receipt.

## **7. Term of the Agreement**

The Term of the Agreement will be for a period of 30 years from the effective date. At the end of the 30-year period, the Agreement will automatically renew for another 10-year period and every ten years thereafter unless notice of intent to terminate is made in writing at least five (5) years prior to expiration of the current term of the agreement in order to provide the time necessary to design and construct an alternative system.

## **8. Indemnification**

In lieu of, and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the City and CuSD agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

## **9. Governing Law and Compliance with Laws**

CITY and CuSD agree that California law will govern this Agreement. In the performance of this Agreement CITY and CuSD will comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CuSD will comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local government while conveying wastewater flows from the CITY system until CITY flows are returned back to the CITY system.

**10. Notification**

Any and all notices or other communications required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed as specified below or as later amended in writing:

CITY  
CITY of Sunnyvale  
456 West Olive Avenue  
Sunnyvale, CA 94086  
Attn.: City Manager

(CuSD) DISTRICT  
Cupertino Sanitary District  
20863 Stevens Creek Blvd. Suite 100  
Cupertino, CA 95014  
Attn.: District Manager/Engineer

**11. Successors and Assigns**

This Agreement, and all the terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the CITY and CuSD.

**12. Signing by Counterpart**

This Agreement may be signed in counterpart and each signed document will constitute the whole as if a single document was signed by both PARTIES.

**13. Venue**

In the event that suit is brought by either CITY or CuSD, each agrees that venue will be exclusively vested in the state courts of the County of Santa Clara.

**14. Disputes**

- A. This Agreement requires that CITY and CuSD work together in good faith to achieve the intent of this Agreement. In the event that a dispute arises as to the proper interpretation of the respective obligations and responsibilities of the parties under this Agreement, or as to any other aspect of this Agreement, CITY and CuSD agree that they each will assign the appropriate individuals to meet and make good faith efforts to negotiate in order to arrive at a resolution of the dispute.
- B. If after employing this informal resolution process either CITY or CuSD may request an independent, mutually agreed upon mediator to facilitate further negotiation with the costs shared equally between each PARTY. However, nothing herein will prevent either CITY or CuSD from exercising any rights it may have to enforce the terms of this Agreement at law or in equity.

**15. Waiver**

The CITY and CuSD agree that waiver by either PARTY of any breach or violation of any term or condition of this Agreement will not be deemed to a waiver of any other term of condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by a PARTY of the performance of any work or services by the other PARTY will not be deemed to be a waiver of any term or condition of this Agreement.

**16. Amendments**

This Agreement may be amended, upon mutual agreement by both parties in writing.

**CITY OF SUNNYVALE**

**DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

William Bosworth  
President of the Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
District Counsel

# ATTACHMENT A

Attachment A to be the diagram of the CuSD system showing the shared pipes, siphon, and counts of homes.

**ATTACHMENT B**

**Cupertino Sanitary District Fee Schedule**



**RESOLUTION NO. 1334**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CUPERTINO SANITARY DISTRICT APPOINTING A  
CANDIDATE TO THE BOARD OF DIRECTORS**

**WHEREAS**, a vacancy exists on the Board of Directors of the Cupertino Sanitary District ("the District") for a position to serve a term of March 2, 2022 to December 31, 2022; and,

**WHEREAS**, the District has elected the following person to the office of the Board of Directors to serve as Director until their successor shall be duly elected, unless he or she resigns, is removed from office or is otherwise disqualified from serving as an officer of this District, to take their respective office immediately upon such appointment:

**APPOINTED DIRECTOR**

**WHEREAS**, the above named fulfills the minimum qualifications for District Board Director and has demonstrated adequate familiarity with sanitary sewer district procedures; and,

**WHEREAS**, above named is highly qualified to provide assistance to the District in their capacity as a Board Director,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Cupertino Sanitary District that the above named is hereby appointed to the Cupertino Sanitary District Board of Directors to serve a term of March 2, 2022 to December 31, 2022.

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President, Cupertino Sanitary District

I hereby certify that the foregoing is a true and correct copy of a Resolution duly and regularly passed and adopted by the Board of Directors of the Cupertino Sanitary District at a meeting held on the 2nd day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Secretary, Cupertino Sanitary District

**CUPERTINO SANITARY DISTRICT  
MEETING/EVENT SCHEDULE**

**Item 12.A.**

<p align="center"><b><u>MARCH 2022</u></b></p> <p>03/02: 1<sup>st</sup> Regular Meeting 03/07: TAC and SCCSDA 03/10: TPAC 03/16: 2<sup>nd</sup> Regular Meeting</p>	<table border="1"> <thead> <tr> <th colspan="7">MARCH 2022</th> </tr> <tr> <th>Sunday</th> <th>Monday</th> <th>Tuesday</th> <th>Wednesday</th> <th>Thursday</th> <th>Friday</th> <th>Saturday</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>2 1<sup>st</sup> Regular Meeting</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7 SCCSDA TAC</td> <td>8</td> <td>9</td> <td>10 TPAC</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16 2<sup>nd</sup> Regular Meeting</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> </tbody> </table>	MARCH 2022							Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday			1	2 1 <sup>st</sup> Regular Meeting	3	4	5	6	7 SCCSDA TAC	8	9	10 TPAC	11	12	13	14	15	16 2 <sup>nd</sup> Regular Meeting	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
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