

# **AGREEMENT FOR OUT-OF-BOUNDARY SEWER SERVICE**

## **APN 1025-452-06**

This Agreement for Out-of-Boundary Sewer Service (“Agreement”) is dated for reference purposes as of January 7, 2025, by and between the CITY OF CHINO, a California municipal corporation located in San Bernardino County, California (“Chino”), and the CITY OF CHINO HILLS, a California municipal corporation located in San Bernardino County, California (“Chino Hills”). Chino and Chino Hills are sometimes hereinafter referred to individually as “party” and collectively as “parties.”

### **RECITALS**

A. The real property that is the subject of this Agreement is an approximately 46,600 square foot parcel located south of Chino Hills Parkway, west of Ramona Avenue, and bounded on the southwest side by Caltrans right-of-way extending from Ramona Avenue to Chino Hills Parkway, San Bernardino County Assessor’s Parcel Number 1025-452-06 (hereinafter, the “Property”). The Property is located in the City of Chino Hills.

B. Chino Hills has approved entitlements for a cash wash project on the Property (the “Project”).

C. Chino Hills does not have sewer service available near the Property. The closest connection point to the Chino Hills sewer system is approximately 1,200 feet from the Property and would require construction within the Caltrans right-of-way (SR-71). Chino, on the other hand, owns and operates a 10-inch VCP sewer main along and within Chino Hills Parkway, adjacent to the Property.

D. In light of the foregoing, the owner of the Property wishes to receive sewer service from Chino pursuant to Section 56133 of the California Government Code and the policies and procedures of the Local Agency Formation Commission for the County of San Bernardino (“SBLAFCO”).

E. Chino is willing to serve the Property in accordance with the terms and conditions of this Agreement. The City of Chino Engineering Department has reviewed a sewer study submitted by the Property owner and determined that downstream facilities are adequate to handle the additional flows generated from the Project and the tributary properties that will connect to the sewer line in Chino Hills Parkway in the future.

F. The provision of sewer services by Chino to the Property will not adversely impact sewer service to other Chino customers.

G. Pursuant to California Government Code section 56133, SBLAFCO must either approve an out-of-boundary service agreement or determine that the extra-jurisdictional service is exempt from Section 56133.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and in consideration of the terms, conditions, and covenants set forth herein, the parties agree as follows:

1. Service Details.

1.1. Subject to the terms and conditions of this Agreement, Chino agrees to provide sewer service to the Property via its existing 10-inch diameter VCP sewer main located along Chino Hills Parkway, to the northeast of the Property, and accepts responsibility for the same. Chino Hills consents to Chino's provision of sewer service to the Property.

1.2. The owner of the Property will be responsible for the preparation of all engineering plans, related documents, permit acquisition, and the construction of all work, including, without limitation, the construction of 6-inch diameter SDR 900 PVC lateral sewer line from the Property to the Chino sewer main. All work within the jurisdiction of Chino must be performed in accordance with plans and specifications approved by Chino.

1.3. The owner of the Property, and its successors in interest, are solely responsible for all costs, fees, and charges, including, without limitation, connection fees, improvement fees, installation fees, expansion fees, permit-related fees, and ongoing service fees and charges imposed or charged by Chino with respect to the sewer connection and service contemplated herein.

1.4. Chino Hills agrees to provide Chino with monthly water consumption data for the Property based upon meter readings performed by Chino Hills.

2. SBLAFCO Authorization. The parties will collaborate on requesting SBLAFCO's approval of this Agreement pursuant to Government Code section 56133 or a determination by SBLAFCO that Section 56133 does not apply to the extra-jurisdictional sewer service contemplated herein.

3. Statement of Acknowledgment. The parties agree that prior to commencement of any sewer service pursuant to this Agreement, the owner of the Property shall be required to execute the Acknowledgment and Consent by Owner(s) on the signature page of this Agreement and the owner of the Property and Chino shall execute the Statement of Acknowledgment and Agreement Regarding Sewer Service Connection ("Statement of Acknowledgment") in the form attached hereto as Exhibit A, incorporated herein by this reference. Thereafter, the Statement of Acknowledgment shall be recorded against the Property.

4. Effective Date. This Agreement will become effective as of the date it is approved by SBLAFCO pursuant to Government Code section 56133 or as of the date SBLAFCO determines in writing that Section 56133 does not apply to the extra-jurisdictional sewer service contemplated herein (the "Effective Date").

5. Indemnification. Chino agrees to indemnify and hold harmless Chino Hills, its officers, officials, employees, and agents, from and against any and all claims, demands, liability, actions, causes of action, costs, expenses, attorneys' fees, and obligations arising out of, or in any way connected with, any violation of law, ordinance, or regulation related to Chino's service to the Property, and otherwise resulting from Chino's acts or omissions with respect to the provision of sewer service to the Property from the Effective Date, and for so long as Chino continues to serve the Property.

6. Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. A notice shall be deemed to have been given as of the date of personal service, or three days after the date of deposit of the same in the custody of the United States Postal Service. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email to the email address listed below.

To Chino

City of Chino  
Attn: City Clerk  
13220 Central Avenue  
Chino, CA 91710

[ngonzaga@cityofchino.org](mailto:ngonzaga@cityofchino.org)

To Chino Hills

City of Chino Hills  
Attn: City Clerk  
14000 City Center Drive  
Chino Hills, CA 91709

[cityclerk@chinohills.org](mailto:cityclerk@chinohills.org)

7. Governing Law; Venue. This Agreement shall be construed and governed by the laws of the State of California. Any litigation concerning this Agreement shall take place in the Superior Court for the County of San Bernardino.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

9. Entire Agreement. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, shall be valid and binding.

10. No Oral Modifications. The terms of this Agreement may not be modified in any manner except by an instrument in writing executed by the parties hereto.

11. Counterparts; Electronic Signatures. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

**IN WITNESS WHEREOF**, Chino and Chino Hills have entered into this Agreement as of the Effective Date.

**CITY OF CHINO**

**CITY OF CHINO HILLS**

\_\_\_\_\_  
Eunice Ulloa, Mayor

\_\_\_\_\_  
Mayor

Attest:

Attest:

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

\_\_\_\_\_  
Cheryl Balz, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Fred Galante, City Attorney

\_\_\_\_\_  
Mark D. Hensley, City Attorney

Approved as to content:

\_\_\_\_\_  
Hye Jin Lee, Director of Public Works

**ACKNOWLEDGMENT AND CONSENT BY OWNER(S):**

I/We, the undersigned, are the owner(s) of the above-described Property, and I/we hereby acknowledge, consent to, and agree to abide by the terms of the foregoing Agreement for Out-of-Boundary Sewer Service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **EXHIBIT A**

[attached]

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Chino  
Attn: City Engineer  
13220 Central Avenue  
Chino, CA 91710

EXEMPT FROM FEES PER GOVERNMENT CODE § 27383  
APN NO. 1025-452-06

SPACE ABOVE LINE FOR RECORDER'S

**STATEMENT OF ACKNOWLEDGMENT AND AGREEMENT REGARDING  
SEWER SERVICE CONNECTION**

This Statement of Acknowledgment and Agreement Regarding Sewer Service Connection (“Agreement”) is entered into by and between the undersigned property owner(s) named below (“Property Owner”) and the City of Chino, a California municipal corporation (“Chino”) as of \_\_\_\_\_, 2024. Property Owner and Chino may be referred to herein individually as “party” and collectively as the “parties.”

**RECITALS**

A. The real property described in Exhibit 1, attached hereto and incorporated herein (the “Property”), lies within the sewer service boundary of the City of Chino Hills, but outside the boundaries of Chino.

B. The City of Chino Hills has approved entitlements for a cash wash project on the Property. There is no existing sewer service for the Property.

C. Chino Hills does not have sewer service available near the Property. The closest connection point to the Chino Hills sewer system is approximately 1,200 feet from the Property and would require construction within the Caltrans right-of-way (SR-71). Chino, on the other hand, owns and operates a 10-inch VCP sewer main along and within Chino Hills Parkway, adjacent to the Property.

D. In light of the foregoing, the owner of the Property wishes to receive sewer service from Chino pursuant to Section 56133 of the California Government Code and the policies and procedures of the Local Agency Formation Commission for the County of San Bernardino (“SBLAFCO”).

E. Chino is willing to serve the Property in accordance with the terms and conditions of this Agreement and that certain Agreement for Out-of-Boundary Sewer Service dated \_\_\_\_\_, 2024 between Chino and the City of Chino Hills and acknowledged by Property Owner. The City of Chino Hills has consented to Chino’s provision of sewer service to the Property.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual covenants, terms, and conditions set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Service Details. Subject to the terms and conditions of this Agreement and that certain Agreement for Out-of-Boundary Sewer Service dated \_\_\_\_\_, 2024 between Chino and the City of Chino Hills and acknowledged by Property Owner, Chino agrees to provide sewer service to the Property via its existing 10-inch diameter VCP sewer main located along Chino Hills Parkway, to the northeast of the Property.

2. Terms and Conditions Regarding Provision of Sewer Service by Chino.

2.1. Chino agrees to furnish, and Property Owner agrees to accept, sewer service to the Property in accordance with the terms and conditions in this Agreement and Chino's applicable ordinances, rules, regulations, order, and policies.

2.2. Property Owner shall install and connect, at its own expense, a single private 6-inch diameter SDR 900 PVC sewer line lateral in accordance with all applicable federal, state, and local statutes and regulations and all of the terms and conditions of this Agreement. Property Owner must obtain all permits, inspections, and other authorizations required for the installation and connection of the private lateral before performing any construction activity within Chino's right-of-way and before making connection to Chino's sewer main. Property Owner specifically agrees that ownership and maintenance of the private lateral shall be and remain the responsibility of Property Owner and its successors in interest.

2.3. The parties agree that sewer service under this Agreement is exclusively limited to the Property and that no additional connections other than that described herein may be made without the prior written approval of Chino. Chino shall not have any obligation to provide any other service to the Property.

2.4. Property Owner agrees, on behalf of itself and its successors in interest, to timely pay Chino any monthly, yearly, or other periodic charges for the services, a sewer connection fee, plan check fee, inspection fee, capacity charge, and any other applicable one-time or recurring fees and charges in effect and paid by the owners of similarly situated real properties served by Chino at the rates established therefor by Chino, including any applicable penalties or interest lawfully imposed by Chino ("Fees and Charges"). Chino reserves the right to collect the Fees and Charges (or any delinquencies thereof) in any lawful manner, including, without limitation, having them collected on the property tax bill for the Property.

2.5. Property Owner will comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of San Bernardino, the City of Chino Hills, the City of Chino, and any other political subdivision having jurisdiction over the Property, the work involved in the construction of the

private lateral serving the Property, or the use of the sewer system, including, without limitation, all applicable laws, rules and regulations governing discharges to the public sewer system. Without limiting the foregoing, Property Owner shall not discharge and waste oil, acid, stormwater, or any other matter detrimental to Chino's sewer system or treatment process and shall otherwise comply with Chino's requirements related thereto. If Property Owner makes any such non-permitted discharge, Chino may perform repairs, mitigation, or maintenance work at the expense of the Property Owner, and the Property Owner agrees to pay for such repair, mitigation, or maintenance work. Chino reserves the right to collect all such expenses incurred in any lawful manner, including, without limitation, having them collected on the property tax bill for the Property.

2.6. Property Owner agrees to indemnify, defend (with counsel reasonably acceptable to Chino), and hold the Chino harmless from and against any and all liability, loss, damage, costs, or expenses (including attorneys' fees and costs) (collectively, "Claims") arising from or as a result of Property Owner's failure to comply with any provision of this Agreement, or occasioned wholly or in part by any act or omission of Property Owner or its officers, employees, contractors, subcontractors, and agents arising out of or in connection with this Agreement or the design, construction, installation, or use of the private lateral. Should Chino be named in any suit, or should any Claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement or the design, construction, installation, or use of the private lateral, Property Owner will defend Chino (at Chino's request and with counsel satisfactory to Chino) and indemnify Chino for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, "Chino" includes the City of Chino and its officers, officials, employees, contractors, agents, and volunteers. Property Owner's obligations under this section shall survive termination of this Agreement.

2.7. Property Owner acknowledges and agrees that the City of Chino Hills is not responsible for providing any sewer service to the Property.

3. Term; Termination. This Agreement shall remain in full force and effect until and unless: (i) it is terminated by mutual agreement of the Parties and that termination is consented to by the City of Chino Hills, and (ii) the Property is connected to the City of Chino Hills sewer system in accordance with all applicable permits and approvals required by the City of Chino Hills.

4. Time of the Essence. Time is of the essence is the performance of obligations of this Agreement.

5. No Precedent. Nothing contained in this Agreement shall be construed as representing the establishment of any precedent or the formation of any policy by Chino with respect to the provision of sewer services or any other service in the future to any out of boundary territory.

6. Binding on Successors and Assigns. All of the terms, conditions, and covenants hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns and shall run with the land comprising the Property. This Agreement shall be recorded in the Official Records of the County of San Bernardino.



7. Force Majeure. Whenever performance is required of any party hereunder, that party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if performance is delayed at any time by reason of acts of God, war, sabotage, terrorism, civil unrest, riots, strikes, picketing, or other labor disputes, or damage to work in progress by reason of fire or other casualty or cause beyond the reasonable control of a party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay so caused, provided the party requesting such delay provides prior notice to the other party describing the nature and circumstances of the delay within twenty (20) days of occurrence of such delay.

8. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

9. Entire Agreement. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, shall be valid and binding.

10. No Oral Modifications. The terms of this Agreement may not be modified in any manner except by an instrument in writing executed by the parties hereto.

11. Attorney Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement, or any action or proceeding in any way arising from this Agreement, the prevailing party in such action, or the non-dismissing party when the dismissal occurs other than by a settlement, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The “prevailing party,” for purposes of this Agreement, will be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

12. Waiver. No waiver by either party of any default in performance on the part of the other party, or of a breach or series of breaches of the terms, covenants, or conditions of this Agreement, will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.

13. Counterparts; Electronic Signatures. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first hereinabove set forth.

<b>CITY OF CHINO</b>	<b>PROPERTY OWNER</b>
<hr/>	<hr/>
Linda Reich, City Manager	Signature
Attest:	<hr/>
	Printed Name
<hr/>	<hr/>
Natalie Gonzaga, City Clerk	Title
Approved as to form:	<hr/>
	Signature
<hr/>	<hr/>
Fred Galante, City Attorney	Printed Name
Approved as to content:	<hr/>
	Title
<hr/>	
Hye Jin Lee, Director of Public Works	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me,  
\_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me,  
\_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT 1**

**Legal Description of the Property**