

Recording requested by:
City of Santa Maria

When recorded, mail to:
Donna G. Schwartz
City Clerk's Office
City of Santa Maria
110 E. Cook Street
Santa Maria, CA 93454

No Fee per Govt. Code §6103

APN(s): 113-050-007

**AGREEMENT FOR UTILITY CONNECTION
AND SERVICE OUTSIDE OF CITY BOUNDARIES**

This Agreement for **Utility Connection and Service Outside of City Boundaries** ("Agreement") is entered into as of the date last signed by the parties (the "Effective Date"), by and between the **City of Santa Maria**, a California Municipal Corporation and charter city, organized under and existing by virtue of the laws of the State of California ("City"), and **Santa Maria-Bonita School District**, a public school district organized and existing under the laws of the State of California ("Connector"), in Santa Maria, California.

1. The City agrees to permit the connection of and provide service of the following designated utility to Connector's Property (the term "Property" is defined below):
 - a. Potable (Domestic) Water
2. The utility connections and service provided by this Agreement shall be made according to the terms of this Agreement and all statutes, laws, rules, ordinances, orders, judicial rulings, and regulations which are currently applicable, and which become applicable to this Agreement. The City and the Connector represent that an Out-of-Service Agency Agreement was reviewed by the Santa Barbara Local Agency Formation Commission ("Commission") in accordance with Government Code Section 56133(c), which provides for the Commission to approve such out of agency service agreements outside its sphere of influence if the City has provided the Commission with documentation of a threat to the health and safety of the public or the affected residents and is in anticipation of a later change of organization. The Commission granted its approval for the utility connection and service provided by this Agreement as required by Government Code Section 56133, as shown on Exhibit "A," attached and incorporated hereto.
3. The utility connection and service shall serve only the real property shown on Exhibit "B," attached and incorporated hereto, and as briefly described herein (the "Property"):
 - a. Approximately five and one hundredths (5.01) acres, located at 2715 West Main Street, on the northwest corner of Main Street and Bonita School Road, Santa Maria, California 93458 (APN 113-050-007), containing Bonita Elementary School.

4. The utility connections and service to the Property shall serve the following use:
 - a. To provide service for the purpose of potable (domestic) water supply.
5. To the best of the Connector's knowledge, the Connector asserts and guarantees that the real property and uses to be served (hereinafter, the "Premises") are currently in compliance with all applicable zoning, uniform construction, and safety codes. The Connector shall maintain the premises in compliance with these codes.
6. Prior to connection to the City's water system, the Connector shall be responsible for installing all appropriate cross connection protection devices as determined by the City.
7. The Connector shall connect to the City's utility services in compliance with the City's standards, specifications, and Municipal Code. The Connector shall be responsible for attaining all appropriate permits from the City of Santa Maria and provide such plans called for in the connection to and operation of a metered connection from the City's water system. The Connector shall be responsible for all construction of connections and necessary piping and appurtenances to provide service from the City's water system on Black Road to the Connector's Property. Upon completion of construction, the Connector shall be responsible for ownership and maintenance of all facilities downstream of the installed meter. The meter shall be the property of the City. The Connector shall be responsible for and pay for all costs of installation, connection, and use. Upon placement of the meter, the Connector shall be responsible for all fees applicable for a metered service to the City's water system. The fees shall be as set forth in City's published *Schedule of Fees and Charges* accessible via the City website.
8. The Connector acknowledges and agrees that the City's responsibility for water delivery ends at connection to the City's system. The City does not assume responsibility for water quality, quantity, or pressure beyond the point of connection, up to and including the Connector's point of use on the Property.
9. The term of this Agreement shall continue month-to-month unless terminated as provided for herein or when the Property is annexed into the city limits of the City of Santa Maria.
10. Termination:
 - a. This Agreement may be terminated after thirty (30) days' written notice from the Director of Utilities of the City to the Connector for any of the following reasons:
 - i. The Connector has violated the terms and conditions of this Agreement. The City may in its sole discretion offer the Connector an opportunity to cure, in which case the Agreement may be terminated in the event the Connector fails to commence a cure of such violation after thirty (30) day's written notice from the City to the Connector and fails to continue such cure efforts in good faith to completion; or
 - ii. The Connector has illegally deposited hazardous material in the City's water system; or

- iii. The Connector has failed to pay for the service provided by City pursuant to this Agreement, in conformance with the City's published Water Service Disconnection (Shut-Off) Policy for Delinquent Accounts; or
 - iv. The Connector utilizes the utility connection and service for any other purpose than that provided for in Section 4 above, without the express written consent of the City.
 - b. This Agreement may be terminated by an order of the City Council after a noticed hearing regarding such termination.
 - c. If this Agreement is terminated for any reason under this Section 10, the Connector must request a new Agreement, approval of which is at the sole discretion of the City Council.
11. The Connector, as set forth in this Section 11, includes agents, tenants, successors-in-interest, and any person or entity over which the Connector exercises control.
12. The Connector shall give written notice of the terms and conditions of this Agreement to any tenant, successor in interest, user, or buyer of the Premises. This Agreement shall be recorded with the County of Santa Barbara Recorder.
13. The City agrees to provide the utility connection(s) and/or service(s) described in this Agreement to the Connector on the condition that the Connector expressly waives, releases, and transfers to City any rights to object to, and shall not officially protest, any annexation of the premises described above to the City of Santa Maria, if such annexation is supported by the City. This provision is an important consideration for the City to enter into this Agreement. By entering into this Agreement, the Connector acknowledges the importance of this consideration to the City and agrees that objecting or protesting any annexation of the premises described above is a violation of this Section 14 and may result in termination pursuant to Section 9(a) of this Agreement. The City acknowledges that the Connector's waiver, release, and transfer of its rights to object to, and agreement not to protest, any annexation of the above-described premises is contingent upon the delivery of potable water as described herein, and should the City terminate this Agreement for any reason other than a breach by the Connector, the Connector will no longer be bound by the terms of this Agreement, including this Section 14.
14. This Agreement in no way creates rights greater than those provided by law for City to provide and maintain utility services. This Agreement does not create rights in third-parties not parties to this Agreement, nor does it affect the legal liability of City by imposing a standard of care greater than imposed by law.
15. To the fullest extent permitted by law, the Connector shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful

misconduct of the Connector or the acts or omissions of an employee, agent, or subcontractor of the Connector. The provisions of this paragraph survive completion of the services or the termination of this Agreement. The provisions of this Section 15 survive the termination of this Agreement.

16. In the event service is severed by natural disaster, public calamity, or other cause not the fault of the City, the Connector shall be solely responsible, including financially, to reconnect the service.
17. Notices, as required by law, by this Agreement, shall be made as follows:

City:

Shad S. Springer
City of Santa Maria
Utilities Department
2065 East Main Street
Santa Maria, CA 93454

Connector:

Matthew Beecher
Santa Maria-Bonita School District
708 South Miller Street
Santa Maria, CA 93454

These addresses shall be kept current by the respective parties and each party shall submit written notice of any changes to the other party in a timely manner.

18. This Agreement shall be binding on and shall inure to the benefit of the parties themselves, as well as their respective representatives, successors, executors, administrators, and permitted assigns, heirs and estates. The covenants contained herein are intended to and shall run with the land.
19. Should any provision of the Agreement be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, this Agreement is executed by the parties on the last date written below.

“Connector”
**SANTA MARIA-BONITA
SCHOOL DISTRICT**

“City”
CITY OF SANTA MARIA

By: _____
MATTHEW BEECHER
Deputy Superintendent

By: _____
SHAD S. SPRINGER, P.E., MPA
Director of Utilities

Date Signed: _____

Date Signed: _____

ATTEST

By: _____
DONNA G. SCHWARTZ
Chief Deputy City Clerk

APPROVED AS TO FORM

City Attorney

Risk Manager

EXHIBIT "A"
COMMISSION APPROVAL

LAFCO

Minutes

March 6, 2025

Business Items

- 1) *CONTINUED FROM DECEMBER 12, 2024* - Consider recommendations regarding LAFCO application file No. 24-04 for an Out-of-agency Service Agreement for the City of Santa Maria to provide potable water service to Santa Maria Bonita Elementary School site located at 2715 West Main Street, Santa Maria, in unincorporated area of Santa Barbara County west of the City of Santa Maria, CA. 93458 (APN 113-050-007. The Commission will consider approval of a Resolution that includes the following actions and determinations:
- a) Find that the Commission has considered the Final Mitigated Negative Declaration prepared by the Santa Maria Bonita School District as Lead Agency under the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq., for the Bonita Elementary School Drinking Water Improvement Project SP2024-010761;
 - b) The Commission finds the service request to be in the best interests of the affected area. The Commission finds that the new potable water service to be provided responds to an existing threat to the health or safety of the public or residents of the affected territory;
 - c) The landowner shall comply with all terms and conditions set forth in the Commission's resolution of approval, including the landowners shall execute and record an agreement approved by the Executive Officer that consents to any future annexation of the territory, which agreement shall enure to and bind all successors in interest to the property; and
 - d) Said Out-of-Agency Service Agreement is for potable water service only and shall remain in effect for the useful life of the project until such time as the Commission may reconsider the agreement or an annexation is approved by the Commission.

A motion was made by Commissioner Stark seconded by Commissioner Hartmann that this item be acted on as follows:

- a) through d) **Approved and adopted with the following change to the resolution:**

NOW, THEREFORE (3)(c) to read "useful life of the project, *or* until such time..."

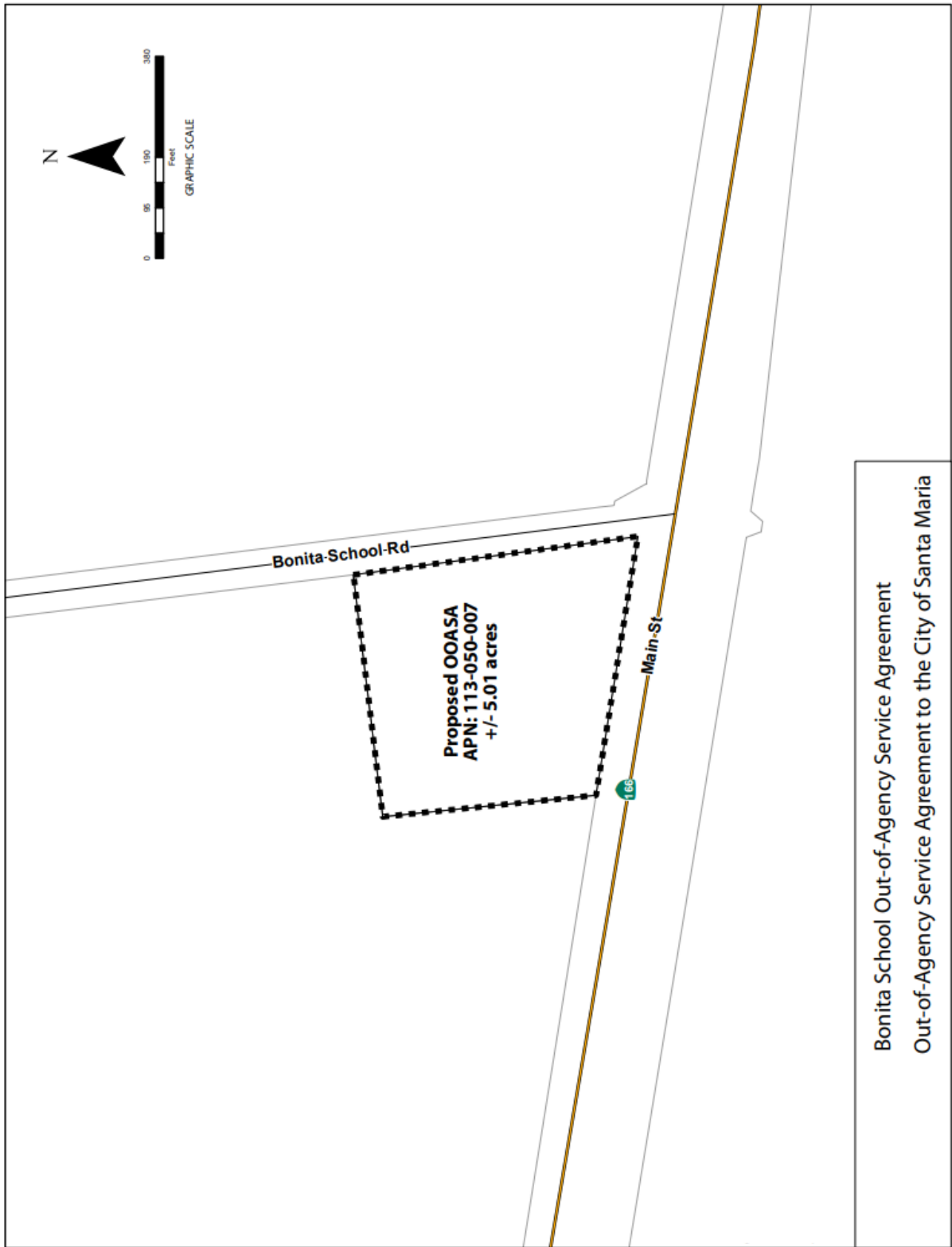
RESOLUTION NO. 25-03

(Note: Resolution number assigned by staff after the hearing)

The motion carried by the following vote:

Ayes: 7 – Commissioner Freeman, Commissioner Geyer, Commissioner Hartmann, Commissioner Mosby, Commissioner Nelson, Commissioner Stark, and Commissioner Patino

EXHIBIT "B"
REAL PROPERTY MAP



Bonita School Out-of-Agency Service Agreement
Out-of-Agency Service Agreement to the City of Santa Maria