

AGREEMENT FOR SANITARY SEWER SERVICES

PUBLIC SAFETY HEADQUARTERS, LAKE CHABOT

THIS AGREEMENT, made and entered into this 18th day of
May _____, 1977, by and between the CASTRO
VALLEY SANITARY DISTRICT, a sanitary district duly formed and
existing pursuant to the provisions of Division 6, Part 1,
Section 6400, et. seq., of the Health and Safety Code of the
State of California, and hereinafter referred to as "First
Party", and the EAST BAY REGIONAL PARK DISTRICT, a special
district, hereinafter referred to as "Second Party",

W I T N E S S E T H:

WHEREAS, Second Party is in possession of the former Nike
Missile Site, located in the Lake Chabot area of Castro Valley,
County of Alameda, State of California, now known as the "Public
Safety Headquarters", and desires to develop said site for public
recreation purposes, and

WHEREAS, said Public Safety Headquarters, once developed
by said Second Party for recreation purposes, will require sanitary
sewage disposal, and

WHEREAS, said Public Safety Headquarters is not within the
confines of the Castro Valley Sanitary District, but is contiguous
and adjacent to the boundaries of First Party, and

WHEREAS, the parties hereto desire to provide for sanitary
sewage discharge from said Public Safety Headquarters by Second
Party into the sewage system of First Party, at a rate per 1,000
gallons agreed upon by the parties hereto.

NOW, THEREFORE, for and in consideration of the mutual
covenants hereinafter set forth, the parties hereto agree as
follows:

FIRST: COMPLIANCE WITH CASTRO VALLEY SANITARY DISTRICT
CODE. Second Party hereby acknowledges that it has received a

copy of, and is familiar with, the provisions of the Castro Valley Sanitary District Code. Second Party hereby further acknowledges that it is familiar with the terms and provisions of the agreements between the Castro Valley Sanitary District and the Oro Loma Sanitary District, concerning the treatment at the Oro Loma/Castro Valley Water Pollution Control Plant of effluent originating in the Castro Valley Sanitary District. Second Party is also aware that First Party is a member of the East Bay Dischargers Authority and has entered into various agreements with the other participants in said Authority with regard to the construction, operation and maintenance of the "Super Sewer" to be constructed by the East Bay Dischargers Authority. Second Party, at all times during the terms of this Agreement, agrees to comply with and abide by all of the provisions of the Code of the Castro Valley Sanitary District as presently adopted, or as lawfully amended in the future, by the Board of said District. Second Party further agrees that all effluent delivered into the system of First Party by Second Party shall comply with the standards set in the Agreements between the Oro Loma Sanitary District and the Castro Valley Sanitary District, above referred to, as well as the standards set by the East Bay Dischargers Authority.

SECOND: COST OF CONSTRUCTION. Second Party hereby agrees to construct and maintain, at its sole cost and expense, the necessary underground lines to deliver its sanitary sewage into the trunk line of First Party situated in Arcadian Drive. First Party hereby agrees to accept into its trunk line at Arcadian Drive, all sanitary sewage produced by Second Party as a result of the operation and maintenance of its facilities at the Public Safety Headquarters, which effluent complies with the standards referred to in Paragraph FIRST above. Second Party agrees that the underground lines constructed by Second Party will comply with all standards of First Party, as set forth in the Castro Valley Sanitary District Code, and

that said underground lines may, from time to time, be tested by First Party to determine compliance with said standards. First Party may, at all reasonable times, after request to and approval from Second Party, go onto the Public Safety Headquarters premises to inspect and test said lines, and if First Party determines that the lines do not comply with First Party's standards, Second Party does hereby agree, upon request of First Party specifying the deficiencies and within reasonable time thereafter, to correct said deficiencies at the sole cost and expense of Second Party, or Second Party may, in the alternative, terminate this Agreement. First Party agrees to leave said underground lines and the surrounding property in the same condition in which they were found prior to said inspection.

THIRD: SERVICE CHARGE. Second Party agrees to pay to First Party, for the right to deliver effluent into the system of First Party, as above provided, a rate per one thousand (1,000) gallons, which rate and gallonage will be determined by the formula hereinafter set forth.

FOURTH: DETERMINATION OF RATE. Upon execution of this Agreement and thereafter, on or before September 30th of each year, the rate per one thousand (1,000) gallons of effluent to be charged to Second Party by First Party during the fiscal year in progress, pursuant to the provisions of Paragraph THIRD hereinabove set forth, shall be determined by dividing the total cost of operation and maintenance of the District, including, but not limited to, treatment, collection, administration, and bond interest and redemption, for the previous fiscal year (July 1 to June 30) by the total gallonage discharged by First Party during the same period. The rate per gallon determined by the above formula shall then be converted to a rate per one thousand (1,000) gallons. The rate per one thousand (1,000) gallons will then be applied to the total billable gallonage delivered into the system of First Party by

by Second Party during the fiscal year then in progress, as determined under the formula set forth in Paragraph 5 below. For example, the rate set upon execution of this Agreement will be based on the cost of operation and maintenance of First Party for the period July 1, 1975 to June 30, 1976, and will apply to all effluent delivered by Second Party into the system of First Party during the period July 1, 1976 to June 30, 1977.

FIFTH: DETERMINATION OF GALLONAGE. Second Party hereby agrees to install and maintain a flow meter on the Public Safety Headquarters sewage system to meter and determine the volume of effluent discharged into the trunk line of First Party. The flow meter shall be "Flo/Monitor" Model 8092, as manufactured by Universal Engineered Systems, Inc. of Pleasanton, California, or a similar flow meter approved by First Party. First Party shall at all reasonable times, after request therefor to Second Party, be entitled to access to said flow meter to make appropriate readings. Second Party and First Party hereby agree that the total billable gallonage of effluent delivered into the system of First Party by Second Party shall be equal to the gallonage as shown on said flow meter.

SIXTH: BILLING AND PAYMENT. First Party and Second Party hereby agree to the following billing procedure:

(a) Upon execution of this Agreement and thereafter, on or before September 30th of each year, First Party will forward to Second Party a letter setting forth the current rate per one thousand (1,000) gallons of effluent as determined by the formula set forth in Paragraph FOURTH hereinabove.

(b) At the end of each calendar quarter, First Party will read the flow meter of Second Party at Public Safety Headquarters to determine the billable gallonage for the quarter then ended.

(c) On or before the 10th day following the close of each calendar quarter, First Party will forward to Second Party an invoice for sewage disposal service in an amount determined by multiplying the rate as determined in Paragraph FOURTH above by the total billable gallonage for that quarter determined pursuant to Paragraph FIFTH above.

(d) Payment by Second Party shall be due within 30 days after receipt of billing by First Party.

SEVENTH: CONTINUITY OF SERVICE. First Party shall use reasonable diligence to provide regular and uninterrupted service to Second Party, but shall not be liable for damages, breach of contract, or otherwise to Second Party, for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of First Party.

EIGHTH: TERMINATION OF AGREEMENT. This Agreement may be terminated by either of the parties hereto by the giving of one hundred eighty (180) days prior written notice of intent to terminate said Agreement.

NINTH: NOTICES: All notices required to be given shall be in writing and mailed by registered or certified mail, addressed to the parties hereto at the following addresses:

First Party: CASTRO VALLEY SANITARY DISTRICT
21040 Marshall Street
Castro Valley, California

Second Party: EAST BAY REGIONAL PARK DISTRICT
11500 Skyline Boulevard
Oakland, California

Either party to this Agreement may modify the above addresses by giving notice to the other party in writing of said modification.

TENTH: ATTORNEYS' FEES. In the event it should become necessary for either party to this Agreement to commence legal proceedings to enforce any of the provisions of the same, it is

hereby agreed that the prevailing party in any such litigation shall be awarded, as a part of any judgment, reasonable attorneys' fees and court costs, as the same are fixed by the court.

ELEVENTH: MISCELLANEOUS. This Agreement may, from time to time, be changed, altered or supplemented by or with the written consent of both parties hereto. This Agreement is binding upon and shall inure to the benefit of the heirs, successors and assigns of each of the parties hereto. The terms "First Party" and "Second Party" shall include each of the parties first above named, within said category, and all obligations imposed on the parties constituting First Party and Second Party shall likewise be joint and several. This Agreement constitutes the entire agreement of the parties regarding service to the Public Safety Headquarters, and there are no other oral or written agreements of any force or effect as between any of the parties hereto in this regard. Time is of the essence of this Agreement, and Second Party may not transfer or assign its interest in this Agreement, in whole or in part, without having first obtained the written consent of First Party. Any attempted assignment, without such prior written consent, shall, at the option of First Party, cause an immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

CASTRO VALLEY SANITARY DISTRICT

By Donald H. Stroot
President

By Charles H. Hulse
Secretary

First Party

EAST BAY REGIONAL PARK DISTRICT

By [Signature]
President

By Harold R. Subtala
Secretary

Second Party