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 herein-after 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 de-
termined 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 hereinafore.

(b) At the end of each calendar quarter, First Party
will read the flow meter of Second Party at Public Safety Head-
quartes 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  
President

By  
Secretary

First Party

EAST BAY REGIONAL PARK DISTRICT
By  
President

By  
Secretary

Second Party