

**AGREEMENT FOR SEWAGE DISPOSAL BETWEEN THE CITY
AND COUNTY OF SAN FRANCISCO, THE WESTBOROUGH COUNTY WATER
DISTRICT AND THE NORTH SAN MATEO COUNTY SANITATION DISTRICT**

THIS AGREEMENT, made and entered into this 26th day of March, 2007, by, between and among the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its San Francisco Sheriff's Department, hereinafter called "City", the WESTBOROUGH COUNTY WATER DISTRICT, a public corporation, hereinafter referred to as "Westborough", and the NORTH SAN MATEO COUNTY SANITATION DISTRICT, a subsidiary district of the City of Daly City, hereinafter referred to as "District";

WHEREAS, District operates and maintains a sewage collection, treatment and disposal system which provides for the collection, treatment and disposal of sanitary sewage within and outside its jurisdictional limits;

WHEREAS, Westborough operates and maintains sewage collection, interceptor and trunk sewer mains together with pumping and other auxiliary facilities which provide for the collection of sanitary sewage within its limits;

WHEREAS, District, pursuant to agreements for sewage disposal by and between Westborough County Water District and the North San Mateo County Sanitation District, dated August 13, 1964, and pursuant to additional supplemental and amendatory agreements with Westborough, provides for the interception, transmittal, treatment and disposal of sanitary sewage transmitted to it through the sewage collection, interceptor and trunk sewer facilities of Westborough;

WHEREAS, City, Westborough and District previously entered into an agreement dated May 21, 1973, relating to transport, treatment and disposal of certain sewage generated within City's jail facilities located in San Mateo County ("San Bruno Jail") through facilities of Westborough and District, which agreement is due for renewal;

WHEREAS, the parties hereto desire to enter into a new agreement relating to disposal of sewage generated at City's San Bruno Jail which will not affect the relationship between the parties pursuant to any existing agreements between any of said parties except as provided herein;

WHEREAS, the District, Westborough and the City are authorized to contract among themselves to obtain or share services or exercise, combine or transfer any power or function, in any manner not prohibited by law;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

City and County of San Francisco:

1. City agrees to collect all sanitary sewage generated at City's San Bruno Jail and associated facilities and site and to maintain and operate said sewage collection facilities for that purpose.

2. City agrees to maintain, repair and replace as reasonably necessary a sewage trunk sewer main, together with all appurtenances thereto, from the existing facilities at the San Bruno Jail to the existing sewer manhole of Westborough at Meath Drive and Callan Boulevard.

3. City agrees to pay District for transmission, treatment and disposal of sewage from San Bruno Jail to a maximum flow rate of 0.5 cubic feet per second of sewage conveyed to Westborough and District for transmission, treatment and disposal. The unit gallons of sewage shall be determined by pump capacity and run hours, measured by the pump's elapsed time meter, for the San Bruno Jail's sewage pump station located adjacent to the CJ3 replacement facility. The City shall make good faith efforts to install a recording meter in an appropriate vault either at the connection vault for the force main at or near the San Bruno Jail property line or the valve vault at the facility pump station. The City and the District will jointly determine the optimal location for the meter. When such meter is installed, the actual flow recorded by the meter will be read, and the City will be billed, on a quarterly basis. Rate changes will be provided for at the time, and consistent with the rate changes being made for other larger users/contributors to the District's treatment facilities.

4. City agrees to pay District a connection fee of \$31,860 for the established additional number of fixtures at the San Bruno Jail associated with the 1988 construction of Jail #7, in an amount of 531 fixture units, to be paid at the time of execution of this agreement. Connection fees may be adjusted from time to time, and will be consistent with the District's connection fee charges for other larger users/contributors to the District's treatment facilities. Connection fees are based on the number of connections at the San Bruno Jail, the current number at the time of execution of this agreement being 4,161 fixture units. Additional connection fees would be paid prior to connection of any additional fixture units to the operating sanitation sewer system.

5. City agrees to pay all maintenance and operation costs of the collection sewerage facilities at San Bruno Jail and the transmission facilities from the jail site to Westborough's sewer manhole at Meath Drive and Callan Boulevard, or other future location of transfer from City to Westborough, and all pumping facilities and the metering device called for in transport of sanitary sewerage from San Bruno Jail to the point of transfer from City to Westborough. City shall provide for periodic examination, no more than annually, of a metering device, when installed and operational, to determine whether the device is accurate. City shall, in the event of

a request for checking of said device by District, provide, at its expense, for a check of the meter device and certification to District of the results of such tests. City agrees to pay 30% of Westborough's reasonable costs for the repair and replacement of the transmission facilities jointly used by the City and Westborough (which run from Meath/Callan manhole to the connection to the District). The 30% allocation is based on the parties' estimate of the relative volume of City's flows relative to those of Westborough. In the event the number of connections at the City's San Bruno Jail exceeds 4,500 fixture units, Westborough reserves the ability to reopen this term of the agreement to adjust this percentage allocation. Any such adjustment to the allocation shall be mutually agreed to by City and Westborough and shall reflect the ratio of the actual measured flows of each party during the term of this agreement. If City and Westborough can not agree on this amount, they shall mutually select an arbitrator to decide the proper allocation based on the relative volume of each party's flows through the line. Any required payments shall be made within 60 days of the City's receipt of invoice from Westborough.

6. City agrees to give reasonable notice to Westborough and to District, insofar as possible, of any material changes proposed in volume or characteristic of sewage to be transmitted through facilities of Westborough and/or to be transmitted, treated and disposed of by District pursuant to the terms of this agreement.

7. A. District Discharge Requirements. City's discharge from the San Bruno Jail shall be consistent with the requirements set forth under the District's sewer use regulations. Key waste discharge requirements involved BOD (biological oxygen demand) shall not exceed 250 mg/L and suspended solids shall not exceed 200 mg/L, and odors shall not create a public nuisance. Garbage shredding by the San Bruno Jail shall be to the degree that no particle is greater than one-half inch in any dimension so that all particles will be carried freely under flow conditions normally prevailing in public sewers. Upon notification by Westborough of public nuisance odor complaint, the City shall take corrective action within 24 hours to resolve the problem.

B. Hazardous Waste. City is prohibited from discharging any hazardous waste into the facilities of either Westborough or District. If City does discharge hazardous waste, City shall notify the District, Westborough, and state hazardous waste authorities, in writing, of such discharge. Hazardous waste for the purposes of this Agreement is any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261, Appendix VII not otherwise excluded, and/or which may be considered a hazardous waste by the State of California. Such notification must include the name of the hazardous waste to the extent such information is known and readily available to the City and the mass and concentration of such constituents discharged into the District's and Westborough's facilities. Costs for cleanup, dilution, reporting and other consequential costs for such a prohibited discharge, to and including any penalties, shall be borne entirely by the City. This section does not create a right to discharge any substance not otherwise permitted to be discharged by this Agreement, or any applicable federal or state law; this section constitutes prohibition and notification and remedial provisions in case of violation of this prohibition.

C. The District reserves the right to amend these limitations at any time to provide for more stringent limitations or requirements on discharges to the District's sewerage system where it deems necessary to comply with duly adopted District, state or federal statutes or regulations.

D. City shall provide protection from accidental discharge of prohibited substances identified in subsection B above. Where necessary, facilities to prevent accidental discharge of prohibited substances shall be provided and maintained at the City's own cost and expense. City shall notify the District immediately upon the occurrence of an accidental discharge of substances prohibited by this Agreement. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions taken. A notice shall be permanently posted within the San Bruno Jail facilities bulletin board or other prominent place advising employees whom to call in the event of an accidental discharge into the District's sewage system.

8. A. Costs, Fees and Penalties for Unauthorized Discharge of Materials Exceeding District Limitations. City shall pay all reasonable costs of investigation, maintenance, repair and/or the imposition of preventative measures for any unauthorized discharge of materials by City through District's facilities as described in Paragraph 7(A) above.

B. Costs, Fees and Penalties for Unauthorized Discharge of Hazardous Waste. City shall pay all costs, fees and penalties imposed upon City and/or District by any federal or state regulatory entity for the unauthorized discharge of hazardous waste by City through District Facilities. Costs and fees shall include the reasonable costs of investigation, response, reporting, remediation costs, reasonable attorney's fees, and any penalties or other fines imposed by a regulatory entity. Such costs shall also include the reasonable costs of any preventative requirements or improvements imposed or accepted by District to prevent further such discharges.

Westborough Water District:

9. Westborough agrees to transmit sewage received from City at the point of connection hereinabove described to the trunk sewer, treatment and disposal facilities of District except that Westborough shall not be liable for damages, breach of contract or otherwise, to City or District for failure, suspension, diminution or other variations of service occasioned by or in consequence of any causes beyond the control of Westborough, including, but not limited to, acts of God, or of the public enemy, fires, floods, earthquakes, or other catastrophes.

10. Westborough agrees to provide regular and uninterrupted service to City through its facilities.

11. Westborough presently is disposing of some or all of its sanitary sewage through District by virtue of agreements for sewage disposal between Westborough and District, which includes rights and obligations of each of said parties. Westborough agrees that nothing contained herein shall be deemed to violate any of the provisions of any other agreement between Westborough and District.

North San Mateo County Sanitation District:

12. District agrees to accept, transmit, treat and dispose of sewage received from City, through the facilities of Westborough, at the point of connection of Westborough's facilities to the facilities of District, except that District shall not be liable for damages, breach of contract or otherwise, to City or Westborough for failure, suspension, diminution or other variations of service occasioned by or in consequence of any causes beyond the control of District, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophes.

13. District agrees not to impose, during the term of this contract, any standard or requirements with respect to the quality sewage discharged into the system by City except as required by Federal or State laws, or duly adopted rules and regulations of District or any other governmental agencies having jurisdiction over the quality of discharges into public sewage disposal systems. The District and City intend to meet and review terms associated with the possible establishment of an annual service maintenance agreement.

14. The City shall be allowed access to District sewer structures for its sewer purposes upon prior notice to the District of its need for access. Authorized District representatives may inspect the facilities of City, and shall be allowed access to sewers, manholes and structures owned by the City to determine compliance with the requirements of this Agreement, during normal working hours and with reasonable advance notice. The City shall allow the District to enter upon the premises for the purpose of inspection, sampling, or records examination and copying. The District shall also have the right to set up on the City's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations.

It is Mutually Agreed by All Public Agencies as Parties to this Agreement:

15. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the City's Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

This Section shall control against any and all other provisions of this Agreement.

16. Each of the parties hereto shall maintain, repair, replace if necessary and operate the sanitary sewerage facilities under its jurisdiction to the extent this Agreement requires such maintenance and operation.

17. Each of the parties hereto shall hold each of the other parties and their officers, agents and employees, harmless from and indemnify each and all of them against all claims, loss or liability for damages to third persons caused by such party's construction, installation, maintenance and operation of its facilities and shall reimburse each of the other parties hereto, their officers, agents and employees for all damages, costs and expenses caused to them by such party's construction, installation, maintenance and operation of facilities by said party. Each of the parties shall defend any and all claims and suits arising from their operation of facilities to be maintained and operated by it, at its sole cost and expense.

18. Each of the parties hereto shall construct, install, maintain, operate, modify and repair the facilities under their jurisdiction to be used in connection with the providing of sewerage service to San Bruno Jail, so as to comply with all applicable laws, regulations and requirements of each of the parties and of Federal and State authorities relating to the quantity and quality of sewage to be processed hereunder. In the event that Federal or State requirements regarding the quantity and quality of sewage to be processed pursuant to this Agreement are modified in a manner that requires the design and location of additional treatment facilities, the parties agree that the method and implementation of compliance with the modified requirements will be subject to the good faith negotiations of the parties, so that District's treated effluent continues to meet the standards of State and Federal authorities during the term of this agreement.

19. This agreement shall not apply to discharge of industrial sewage by City. Should it become necessary to discharge wastes of industrial origin through the facilities covered in this agreement, a separate agreement shall be executed by the parties relating to such industrial discharge.

20. The term of this agreement shall be twenty (20) years from the date first abovementioned.

21. Except as expressly provided herein, the provisions of this agreement shall in no way affect any other agreement by and between any of the parties hereto as to present or past rights and obligations of any of the parties hereto, and it shall in no way affect the rights of the parties hereto to enter into additional separate agreements relating to facilities owned, operated or within the jurisdiction of any of the parties hereto.

22. This agreement may, from time to time, be changed, altered, supplemented or terminated by and with the consent of each of the parties hereto, expressed by resolution of each of their respective legislative or governing bodies upon written request for such termination by the governing body of any of the parties hereto.

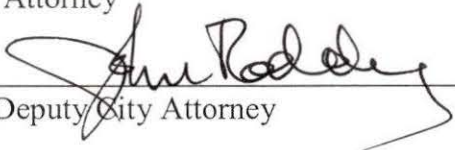
23. It is hereby warranted, that all conditions, acts and things required by the laws of the State of California, ordinances and resolutions of the City, Westborough and the District have been performed prior to the execution of this Agreement by City, by Westborough, and by the District, and entering into this Agreement does not violate any constitutional or statutory

limitation, or any limitation imposed by existing resolutions or ordinances of either City, Westborough or District.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and attested by their respective officers, thereunto duly authorized effective on the day and year first above written.

CITY AND COUNTY OF SAN FRANCISCO,
a Municipal Corporation – “CITY”

APPROVED AS TO FORM
Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

By 
Sheriff of San Francisco
By _____
Chief Administrator

WESTBOROUGH WATER DISTRICT,
a Water District – “WESTBOROUGH”

APPROVED AS TO FORM

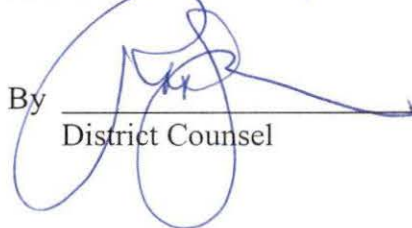
By 
Westborough Attorney

By 
President

Attest 
Secretary

NORTH SAN MATEO COUNTY SANITATION DISTRICT,
a Subsidiary District of the City of Daly City – “DISTRICT”

APPROVED AS TO FORM

By 
District Counsel

By 
Chair

Attest 
General Manager