

**Release of Liability Agreement
Justice Center Force Main Connection**

This *Release of Liability Agreement* ("Agreement") is entered into as of _____, 2024 (the "Effective Date") and is by and between the County of Contra Costa ("County") and West County Wastewater District ("WCWD"). The County and WCWD are each a "Party" and collectively the "Parties."

- A. The County owns real property located at 5555 Giant Highway in the City of Richmond, California (the "Property"). The County is developing its Contra Costa West Re-Entry Facility ("Project") on the property, which, as proposed, will discharge additional wastewater flow to the wastewater collection system owned by the County and operated by WCWD. The Property contains an existing private lift station that conveys flow from the West County Justice Center, via an existing private 10-inch diameter force main, to an 18-inch diameter force main in Giant Highway that is owned and operated by WCWD.
- B. The County's plans include the construction of a private lift station at the Project site that would discharge directly into the existing private 10-inch force main on the Property.
- C. WCWD's hydraulic analysis prepared by Carollo, and attached hereto as Exhibit 1 (the "Study") concluded this configuration is hydraulically feasible, but generally not preferable because there is a higher risk of sewer overflow in certain conditions, including when the force mains experience higher than expected pressure during peak wet weather flow conditions. The Study discusses an alternative solution under which the County would convey flows from the proposed private lift station to the existing Justice Center lift station and then repump to the 18-inch diameter force main in Giant Highway.
- D. The County has declined to pursue the alternative approach. Given the increased risks associated with the County's proposed connection, WCWD will only approve the proposed connection subject to a release of liability relating to the proposed connection.

The Parties therefore agree as follows:

1. **Acknowledgement and Release of Liability.** The County acknowledges that the proposed connection to the private 10" diameter force main ("Connection") may increase the risk of a sewer overflow on the Property. The County acknowledges that WCWD has disclaimed any responsibility for impacts to the Property caused by the Connection, including, but not limited to, sanitary sewer overflow on the County's Property. The County releases WCWD from any claims arising out of or relating to the Connection, including sewer overflows or other operational defects caused by the Connection. WCW will not be responsible for maintaining or inspecting the Connection or the County's private sewer infrastructure.
2. **Indemnification.** The County shall indemnify, defend, and hold harmless WCWD from any first or third-party claims, damages, costs, fines, losses, lawsuits, and actions (together "Claims") arising out of or relating to the Connection, including sewer overflows or other operational defects caused by the Connection. The County shall be

responsible for any fines, costs, or penalties imposed by the Regional Water Quality Control Board or any other regulatory authority as a result of any spill, overflow, or unlawful discharge resulting from the Connection.

3. **Sewer Connection and Plans.** County shall build or cause to be built the Connection in accordance with plans and specifications approved by WCWD and in compliance with WCWD's *Wastewater Ordinance* and construction standards. Approval of the plans by WCWD shall not constitute approval of this Agreement. The Connection shall be constructed by a contractor licensed by the State of California to install the facilities, and must be constructed in accordance with all applicable laws and regulations. WCWD shall not be responsible in any manner for the County's plans and shall bear no liability for the design of the plans.
4. **Reconfiguration.** If the County wishes to change the configuration of its connection at any time, the County will be responsible for any costs associated with an alternative connection to WCWD's wastewater system, including any relevant plan review or other fees or charges.
5. **Recordation of Notice and Indemnity Agreement.** The County agrees that should it ever determine to sell the Property, at least 30 days prior to listing the Property for sale the County shall execute and request to record the attached *Restrictive Covenant Regarding Force Main Connection*. WCWD agrees that should the County Recorder refuse to accept and record the Restrictive Covenant on the grounds that it is not a document of the type acceptable for recordation, the County can then proceed with its attempt to sell the Property without such recording occurring.
6. **Entire Agreement.** This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement.
7. **Amendment.** This Agreement may only be amended in a writing executed by both Parties.
8. **Attorneys' Fees.** In the event of any legal proceedings arising out of or in connection with this Agreement, each party shall be responsible for its own costs and expenses incurred in connection with such proceedings.

9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument.

The Parties have executed this Agreement as of the Effective Date.

WEST COUNTY WASTEWATER DISTRICT

By: _____

Date: _____

Approved as to Form:

By: _____

Nicole Witt, WCWD General Counsel

COUNTY OF CONTRA COSTA

By: _____

Date: _____

Approved as to Form:

By: _____

**Recording Requested by and
When Recorded Return to:**

West County Wastewater District
2910 Hilltop Drive
Richmond, CA 94806
Attn: General Manager

APN: 405-042-021-7

Space Above this Line for Recorder's Use Only

**RESTRICTIVE COVENANT REGARDING
FORCE MAIN CONNECTION**

This *Restrictive Covenant Regarding Force Main Connection* ("Agreement") is made as of _____, 2024, by The County of Contra Costa (the "County") and the West County Wastewater District ("WCWD"), each a "Party" and together the "Parties."

1. Property. This Agreement binds property located at 5555 Giant Highway in Richmond, California 94806 ("**Property**") owned by the County, for the benefit of Property owned by WCWD located at 2377 Garden Tract Road in Richmond, California 94801, where WCWD maintains and operates a wastewater treatment facility (APN 408-150-008; 408-150-004; 408-150-005; 408-150-010; 408-130-028;) (the "WCWD Property").

2. Force Main Connection. As part of its Contra Costa West Re-Entry Facility, Owner has requested that it connect its Property to the sewerage system of WCWD through a lift station connecting to an existing private 10" diameter force main on the Property (the "Connection"). WCWD's hydraulic analysis concluded this configuration is hydraulically feasible, but generally not preferable because there is a higher risk of sewer overflow in certain conditions, including when the existing force mains experience higher than expected pressure during peak wet weather flow conditions.

3. Intent to Establish Use Covenant. For valid consideration received and for the benefit of WCWD's customers and the WCWD Property, the Parties seek to place this restrictive covenant upon the Property to allow the County to use and maintain the Connection on the Property and to allocate liability relating to the Connection for the benefit of the WCWD Property. The County thereby agrees to following covenants regarding the use and maintenance of its Property with respect to the Connection ("Covenants"):

a. Acknowledgement of Potential Impacts and Waiver. The County acknowledges that the Connection increases the risk of a sewer overflow on the Property. The County acknowledges that WCWD has disclaimed any responsibility for impacts to the Property caused by the Connection. The County, on behalf of the County and the County's heirs, successors, assigns, agents, employees, and invitees, hereby releases the WCWD from any claims arising out of or relating to the Connection, including sewer overflows or other operational defects caused by the Connection.

b. Indemnity. Owner shall indemnify, defend, and hold harmless WCWD from any first or third-party claims, damages, costs, fines, losses, lawsuits, and actions (together "Claims") arising out of or relating to the Connection, including sewer overflows or other operational defects

caused by the Connection. Owner shall be responsible for any fines, costs, or penalties imposed by the Regional Water Quality Control Board or any other regulatory authority as a result of any spill, overflow, or unlawful discharge resulting from the Connection.

4. Runs with Land. The Covenants contained in this Agreement will run with the County property pursuant to Civil Code Section 1468 and shall apply to, inure to the benefit of, and bind the respective successors and assigns of the Parties.

5. Termination. This Agreement will continue in effect for so long as the Connection remains on the Property, or until WCWD signs a written agreement to terminate this Agreement, at which time WCWD shall execute documentation necessary to remove this Agreement from title upon request by the County. This Agreement may be validly terminated, amended or modified, in whole or in part, only by recordation in the Office of the Contra Costa County Recorder of a proper instrument duly executed and acknowledged by the County and WCWD.

6. Partial Invalidity. If any portion of the Covenants or terms set forth herein are determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included.

The Parties are signing this Agreement as of _____, 2024.

WEST COUNTY WASTEWATER DISTRICT

By: _____

Date: _____

Approved as to Form:

By: _____

Nicole Witt, WCWD General Counsel

COUNTY OF CONTRA COSTA

By: _____

Date: _____

Approved as to Form:

By: _____

(All signatures must be notarized)

DRAFT

NOTARIAL ACKNOWLEDGMENT

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 Contra Costa)

On _____, before me, _____, a Notary Public, 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 _____



October 18, 2023

Mr. Armondo Hodge
West County Wastewater
2910 Hilltop Drive
Richmond, CA 94806

Subject: Additional Flow from Upgraded Contra Costa West Re-Entry Facility Analysis

Dear Mr. Hodge:

In accordance with your request, Carollo Engineers, Inc. (Carollo) has conducted an evaluation of the impact of the proposed additional flow from the Contra Costa West Re-Entry Facility (Proposed Project) on the West County Wastewater (WCW) collection system facilities. The results of our evaluation are presented in this letter report.

Background

WCW contracted with Carollo to prepare the 2014 Collection System Master Plan (Master Plan). As part of the Master Plan, Carollo built and calibrated a hydraulic model of the system and performed a capacity analysis to identify system deficiencies within the collection system under peak flow conditions. The hydraulic model was developed using the InfoSWMM software package developed by Innovyze, Inc. (Innovyze).

WCW received a set of plans for the proposed upgrades to the Contra Costa West Re-Entry Facility (Proposed Project), located at the existing West County Justice Center located at 5555 Giant Highway in Richmond, CA, that would increase the existing facility flows by 3,500 gallons per day (gpd).

The Proposed Project is seeking to discharge into an existing private 10-inch forcemain, as shown on Figure 1. There is an existing private lift station at the West County Justice Center (with a firm capacity of 1,000 gpm) that conveys flow from the existing West County Justice Center to an existing 18-inch diameter forcemain on Giant Highway that is owned and operated by WCW. WCW's 18-inch forcemain discharges into a 36-inch diameter gravity main that increases in size from 48-inches to 54-inches in diameter by the time it reaches the Water Quality and Resource Recovery Plant. WCW requested that Carollo conduct an analysis of the impact of the Proposed Project on the collection system downstream of the proposed discharge location.

Hydraulic Analysis

Carollo utilized the hydraulic model developed as part of the Master Plan to evaluate the impact of the Proposed Project on the existing collection system facilities. The model was run under the 5-year, 24-hour design storm event (as defined in the Master Plan) and evaluated the impact of the development according to the Master Plan established planning criteria. The Master Plan flagged capacity deficiencies where the maximum hydraulic grade line (HGL) of a sewer encroached to within three-feet of the manhole rim under the 5-year, 24-hour design storm.

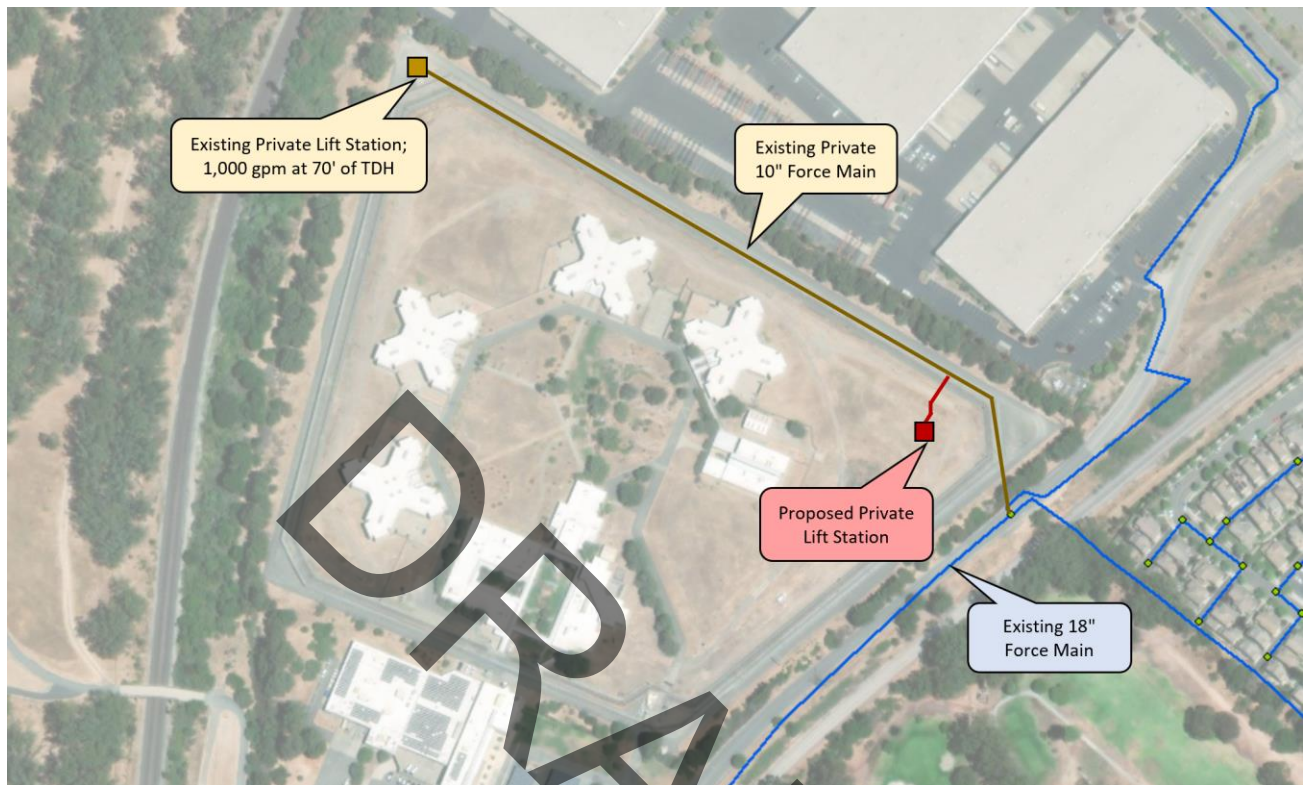


Figure 1 [Contra Costa West Re-Entry Facility Discharge Point](#)

As part of the analysis, Carollo added a proposed project flows to the existing 18-inch diameter forcemain, and then ran the design storm simulation in the model. We then compared the results of the design storm simulation with the proposed facility upgrade to the existing model runs, in order to determine the relative impact of the facility upgrades on the collection system.

When Carollo ran the 5-year, 24-hour design storm through the model with the Proposed Project, there was a negligible impact on WCW's 18-inch forcemain and downstream gravity sewers associated with the increase in flow associated with the Proposed Project.

Carollo also reviewed the proposed layout of the proposed private lift station and forcemain. As shown on Figure 1, the Proposed Project is proposing a manifold forcemain system in which the Proposed forcemain system would discharge into the existing 10-inch forcemain that flows into the WCW 18-inch diameter forcemain. This solution is hydraulically feasible, but is generally not preferable due to operational challenges as well as the increased risk of sanitary sewer overflows. In manifold forcemain systems, multiple pumps discharge into the same forcemain creating a large range in head conditions for which the lift station pumps would need to accommodate. Should the existing 18-inch or 10-inch forcemain experience higher than expected pressures during peak wet weather flow conditions, it is possible that the proposed Private Lift Station pumps would not be able to pump against this additional head, which could lead to a risk of overflow. An alternative solution would be to convey flows from

the Proposed Private Lift Station to the existing 1,000 gpm West County Justice Center Lift Station and to repump them to the existing 18-inch forcemain on Giant Highway, as shown on Figure 2.

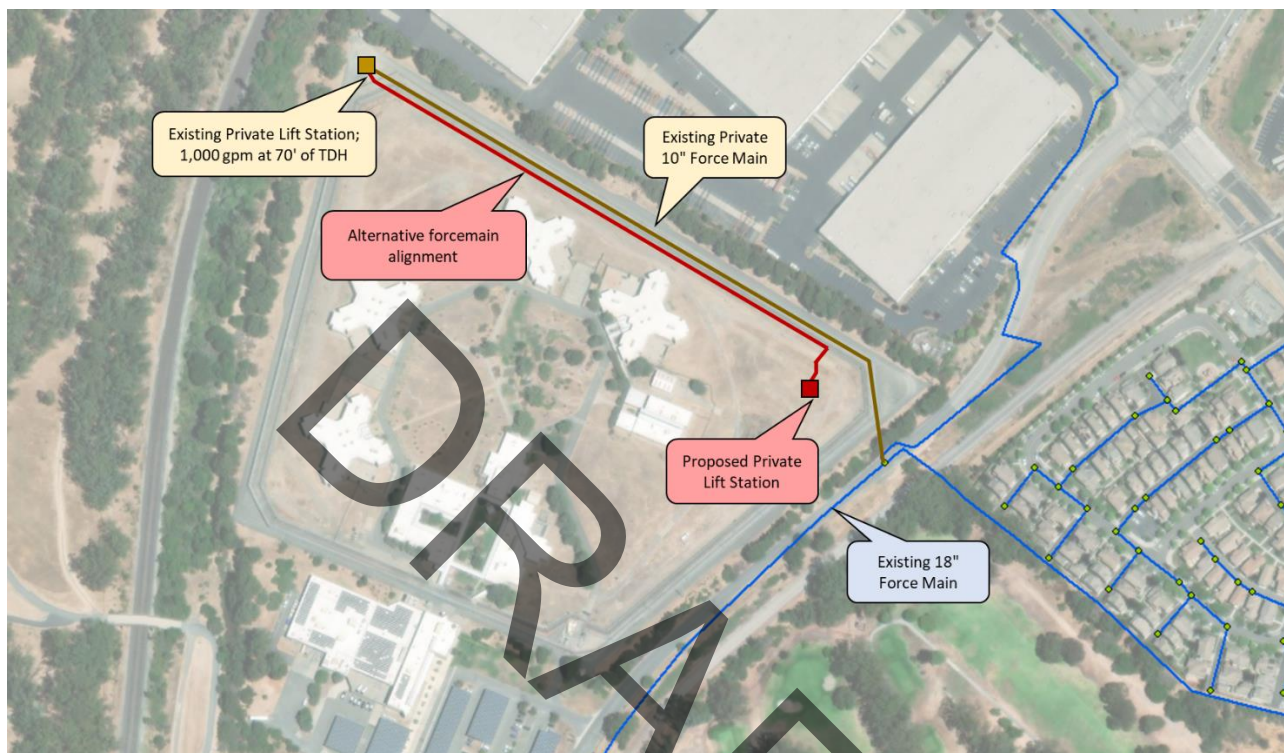


Figure 2 Alternative Contra Costa West Re-Entry Forcemain Alignment

Conclusions

Carollo conducted an analysis of the impact of adding the Proposed Project to the existing WCW collection system. The analysis showed that the impact to the existing WCW facilities of adding the additional flow from the Proposed Project would be negligible.

Carollo also reviewed the proposed layout of the proposed private lift station and forcemain associated with the Contra Costa West Re-Entry facility, which would be a manifold forcemain system. This solution is hydraulically feasible, but generally not preferable. In manifold forcemain systems, multiple pumps discharge into the same forcemain creating a large range in head conditions for which the lift station pumps would need to accommodate. Should the existing 18-inch or 10-inch forcemain experience higher than expected pressures during peak wet weather flow conditions, it is possible that the proposed Private Lift Station pumps would not be able to pump against this additional head, which could lead to a risk of overflow. An alternative solution would be to convey flows from the Proposed Private Lift Station to the existing 1,000 gpm West County Justice Center Lift Station and to repump them to the existing 18-inch forcemain on Giant Highway.

Armondo Hodge
West County Wastewater
October 18, 2023

Exhibit 1_2023-10-18_5555 Giant Highway Analysis

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We hope this letter provides the information you need currently. If there are any questions, please do not hesitate to contact us.

Sincerely,
CAROLLO ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "R. Orgill".

Ryan Orgill, PE
Associate Vice President

RFO:sm

DRAFT