

*Before the Board of Supervisors in and for the
County of Monterey, State of California*

Agreement #A-4352 ---)
APPROVE AGREEMENT FOR OPERATION)
AND MAINTENANCE OF WATER)
FACILITIES AT TORO REGIONAL PARK..)

JUN 4 1986

Upon motion of Supervisor Petrovic, seconded
by Supervisor Del Piero, and carried by those members
present, the Board hereby:

Approves the agreement for operation and maintenance of Toro
Regional Park Well, Water Storage Tank and connecting water
main from the Storage Tank to the well and authorizes your
Chairman to sign the agreement.

PASSED AND ADOPTED this 3rd day of June,
198 6, by the following vote to-wit:

AYES: Supervisors Del Piero, Shipnuck, Petrovic, Karas & Strasser Kauffman.

NOES: None.

ABSENT: None.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the
foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page 57 of
Minute Book 57, on June 3, 1986
Dated June 3, 1986

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

By Ernest K. Morishita

AGREEMENT FOR OPERATION AND MAINTENANCE OF
TORO REGIONAL PARK WELL AND WATER STORAGE TANK

THIS AGREEMENT dated June 3, 1986,
by and between COUNTY OF MONTEREY, a political subdivision of
the State of California, ("County"), and CALIFORNIA WATER
SERVICE COMPANY, a California public utility corporation,
("Company");

W I T N E S S E T H:

RECITALS:

A. County owns a public park, known as Toro Regional Park ("the Park") which lies along the Salinas-Monterey Highway, southwest of Salinas, California. The Park's water system, located in the Park and owned by County, consists of a well ("Toro Park Well"), a well pump ("Well Pump"), a 150,000 gallon water storage tank ("Storage Tank"), a connecting pipeline which extends from the Toro Park Well to the Storage Tank ("County Pipeline"), and various mains ("Park Mains") by which water is distributed in the Park.

B. Company, a public water utility corporation, provides water service to nearby residential areas. Company owns a water line (Company Water Line") which crosses under the Salinas-Monterey Highway and is connected to the Park water facilities.

C. Company has been using the Toro Park Well, Well Pump, Storage Tank and County Pipeline ("the Water Facilities") under an Agreement between County and Mission Hills Water Company dated March 7, 1972 ("the March 7, 1972 Agreement") which is to terminate on June 30, 1992. The Toro Park Well was drilled after March 7, 1972. Company acquired the Mission Hills Water Company's water system on March 30, 1982.

D. County desires to have Company assume full responsibility for the operation and maintenance of the Water Facilities and to furnish water to County for use in the Park.

E. Company wishes to continue using the Water Facilities and is willing to assume full responsibility for said Water Facilities and to furnish water to the Park.

F. County and Company desire to enter into a new agreement covering Company's possession and use of the Water Facilities.

NOW, THEREFORE, County and Company agree as follows:

1. Transfer of Possession. Effective on the date hereof and during the term hereof, County shall permit Company to have sole possession of the Water Facilities along with rights of ingress thereto and egress therefrom, as may be reasonably required for purposes of operating, maintaining and repairing said Water Facilities. Said Water Facilities are shown on map attached hereto as Exhibit "A".

2. Operation, Maintenance and Repair. On the date hereof and during the term hereof, Company shall take possession of the Water Facilities and assume full responsibility for their operation, maintenance and repair and shall bear all costs in connection therewith including cost of electric power to operate Water Pump. It is understood that the only County-owned water lines to be maintained and repaired by Company hereunder are the County Pipeline (which includes the well discharge line) and the water line which connects the Company Water Line to the County Pipeline. County shall continue to be responsible for the maintenance and repair of all other County-owned water lines including Park Mains and all service piping (County's Water Lines).

3. Water Service to Park. Company shall furnish water to the Park at the rates in force in Company's Salinas

District, or that may from time to time be lawfully established therein, in accordance with applicable rules of the California Public Utilities Commission.

4. Payments. County shall pay Company for the water service provided to the Park upon receipt of monthly water bills from Company. Said monthly bills will reflect a credit of \$500 per month as payment for Company's use of the Toro Park Well and the Well Pump. (Said credit of \$500 per month shall be discontinued if Company drills a well to replace the Toro Park Well as provided for in Paragraph 5 below.) An additional credit of \$41.67 per month, in payment of an annual charge of \$500 for Company's use of the Storage Tank and County Pipeline will also be given on each monthly bill. In the event County's water bill for any one month is less than the total credit, the difference between the total credit and the amount of the bill for that month shall be carried over and credited to County on the next monthly water bill.

5. Replacement Well. Should a replacement well be needed, Company will, at its sole expense, drill a new well, in the vicinity of the existing Toro Park Well, and connect the new well to the County pipeline. Said new well shall be the sole property of Company. Following completion of the new well installation, Company shall, at its expense, fill and abandon the existing Toro Park Well. County agrees that in the event Company drills a new well in the Park, County will, at that time, grant Company a suitable easement for access to the new well and for a pipeline connecting said new well to Company's Water Line. The value of said easements to County shall be determined once the site of the well is established. Said value of easement shall be credited to County's future water bills or other suitable arrangements shall be made. In the event the replacement well fails, Company will continue to provide water service to the Park.

6. Meters. Company shall determine the number and sizes of water meters needed to measure the amount of water delivered to the Park Mains and shall furnish and install the meters at Company's sole expense.

7. Use of Facilities. Company may use the Water Facilities as it deems necessary and appropriate in connection with its business as a public water utility.

8. Responsibility for Damage. Company shall only be responsible for damage to persons or property caused by negligence of its employees. Company shall not be responsible for claims or damage resulting from breaks in County's water lines, acts of third parties not reasonably within control of Company, acts of God, or for claims or damage due to water contamination provided Company is operating, maintaining and monitoring the Water Facilities in conformance with regulations and requirements of the State Department of Health Services pertaining to public water systems.

9. Term of Agreement. This Agreement shall be in effect for a period of twenty years from the date hereof and shall continue in effect thereafter for successive one-year extension periods unless either party gives written notice of termination to the other party hereto not less than six months prior to the end of the term hereof, or of any one-year extension period, at the end of which the Agreement is to be terminated.

10. Prior Agreement. This Agreement supersedes the March 7, 1972 Agreement and the March 7, 1972 Agreement is hereby cancelled.

11. Public Utilities Commission. This Agreement shall, as to Company, be subject to such changes or modifications by the State of California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

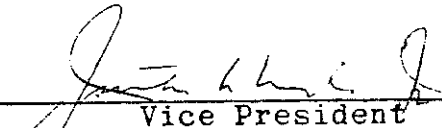
12. Notices. Any notice to be given by either party hereto in connection herewith, shall be deemed to be given if made in writing and deposited in the United States Mail, certified or registered, postage prepaid and addressed as follows:

To Company: California Water Service Company
P. O. Box 1150
San Jose, CA 95108

To County: County of Monterey
Courthouse
240 Church Street
Salinas, CA 93901

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CALIFORNIA WATER SERVICE COMPANY

By 
Vice President

By 
Secretary

COUNTY OF MONTEREY

By 
CHAIRMAN OF THE BOARD OF SUPERVISORS
OF MONTEREY COUNTY, CALIFORNIA

By _____

Attest:

ERNEST K. MORISHITA, Clerk



Deputy

TORO

REGIONAL

PARK

LEGEND

- 8" S. PORTION OF COUNTY FACILITIES COVERED BY LEASE AGREEMENT
- FIRE HYDRANT
- SERVICE, METER & METER BOX
- LINE VALVE

PLAT T-9 & 0-3

CALIFORNIA WATER SERVICE CO.		
SALINAS		DISTRICT
ENGINEERING DEPARTMENT		
MONTEREY COUNTY WATER FACILITIES IN TORO REGIONAL PARK		
DESIGNED BY <i>Healy</i>	DATE 5-12-86	APPROVED BY <i>R.P. [Signature]</i>
TRACED BY <i>Soul</i>	SCALE 1" = 500'	EST. NO. SLN-1972
CHECKED BY		DWG. NO.

EXHIBIT "A"

