

**AMENDMENT NO. 1 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

This is Amendment No. 1 to the East County Water Management Association Agreement (“ECWMA Agreement”) dated March 20, 1997, by and among the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District and Contra Costa Water District. All of the parties to the ECWMA Agreement are also parties to this Amendment No. 1, and the East Contra Costa County Habitat Conservancy is also a party to this Amendment No. 1.

RECITALS

A. The purpose of this Amendment No. 1 is: 1) to add the East Contra Costa County Habitat Conservancy as a party to the ECWMA Agreement; 2) to change the name of existing party Contra Costa County Water Agency to Contra Costa County; 3) to change the name of existing party Contra Costa County Sanitation District 19 to Town of Discovery Bay Community Services District; 4) to expand the purpose of the ECWMA Agreement to include guidance of the East Contra Costa County Functionally Equivalent Integrated Regional Water Management (IRWM) Plan update; 5) and to authorize the Managers of the member agencies to approve the addition of projects in the Functionally Equivalent IRWM Plan.

AGREEMENT

1. Effective Date. The Effective Date of this Amendment No. 1 is October 28, 2010.
2. Parties as of Effective Date. As of the Effective Date of this Amendment No. 1, the parties to the ECWMA Agreement are the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Town of Discovery Bay Community Services District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, East Contra Costa County Habitat Conservancy District and Contra Costa Water District. These agencies are collectively referred to as the “member agencies.”
3. The Paragraph identified in the ECWMA Agreement as PURPOSE is deleted in its entirety and replaced with the following:

PURPOSE. The purpose of this Agreement is to establish an East County Water Management Association (ECWMA) to facilitate continued communication, cooperation and education between member agencies regarding matters affecting the existing and potential water supplies of eastern Contra Costa County, and to consider and guide the implementation of the recommendations of the ECWMA's, Phase II Study Report in order to provide long-term water supplies and treatment facilities in a cost effective, reliable, implementable, and cooperative

manner while maintaining institutional independence and customer satisfaction. The ECWMA will also guide the preparation of the update to the East Contra Costa County Functionally Equivalent Integrated Regional Water Management (IRWM) Plan.

4. The following additional RECITALS are added to the RECITALS Section of the ECWMA Agreement:

6. In 2005, a Functionally Equivalent IRWM Plan was developed for the ECWMA, in accordance with the Proposition 50, *Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002* grant application process.

7. In 2009, the East Contra Costa County was accepted as an IRWM Region through the California Department of Water Resources' Region Acceptance Process, allowing the region to be eligible for future IRWM funding opportunities.

8. In 2010, the California Department of Water Resources released grant program guidelines for funding through Proposition 84, *The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coast Protection Bond Act of 2006*, which included new plan standards which will require update to the Functionally Equivalent IRWM Plan.

5. Section 4 of the ECWMA Agreement, "Joint Managers Committee (JMC)" is deleted in its entirety and replaced with the following

4. **Joint Managers Committee (JMC).** The managers of each of the member agencies shall be members of the JMC of the ECWMA which shall have primary administrative responsibility for the implementation of the purposes of this Agreement. The term "Manager" means City Manager, County Administrator, or General Manager of each of the member agencies and their respective alternates designated by the member agency, or their designees. The JMC shall appoint one of its members as the Chair and one as Vice-chair. The term of office for the Chair and Vice-chair shall be two years. The JMC may act directly or through a subcommittee established by a majority of its members. Each member agency shall have one vote on the Committee. Meetings of JMC shall be as determined by the JMC. The JMC shall have authority to approve the addition of projects into the Functionally Equivalent IRWM Plan in accordance with the plan goals and objectives.

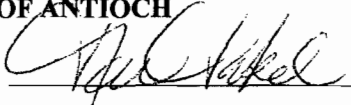
6. **Entire Agreement.** In the event of a conflict with the ECWMA Agreement, the terms of this Amendment No. 1 shall prevail over anything to the contrary in the ECWMA Agreement. In all other respects the ECWMA Agreement, and this Amendment No. 1 will be the entire agreement among the parties construed together as one and the same agreement.

7. Effect. Except for the amendments agreed to herein, the above referenced ECWMA Agreement remains in full force and effect.

8. Counterparts: This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. Signatures: The following signatures attest each member agency's agreement hereto.

CITY OF ANTIOCH

By: 

Name: JAMES JAKER

Title: CITY MANAGER

Date: 11/22/10

11

CITY OF BRENTWOOD

By: Donna Landeros

Name: Donna Landeros

Title: City Manager

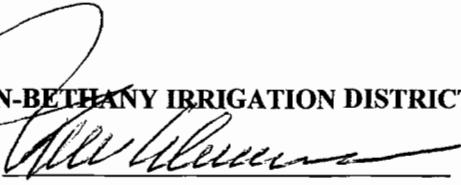
Date: 4/15/2011

APPROVED AS TO FORM:

By: DBB
Damien B. Brower, City Attorney

BYRON-BETHANY IRRIGATION DISTRICT

By:



Name:

RICK GILMORE

Title:

GENERAL MANAGER

Date:

11/9/10

CONTRA COSTA COUNTY

By: _____

Name: Roberta Gulant

Title: Executive Officer, CCCWA

Date: 1-3-11

CONTRA COSTA WATER DISTRICT

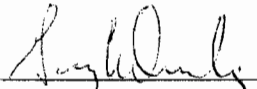
By:  _____

Name: Jerry Brown

Title: General Manager

Date: 12/16/10

DELTA DIABLO SANITATION DISTRICT

By: 

Name: Gary W. Darling

Title: General Manager

Date: December 9, 2010

DIABLO WATER DISTRICT

By: 

Name: Richard R. Head

Title: Vice President

Date: 11-16-10

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: 

Name: John Kopchik

Title: Executive Director

Date: 1-24-11

EAST CONTRA COSTA IRRIGATION DISTRICT

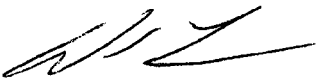
By: Patricia A Corey

Name: PATRICIA A COREY

Title: GENERAL MANAGER

Date: Nov 15, 2010

IRONHOUSE SANITARY DISTRICT

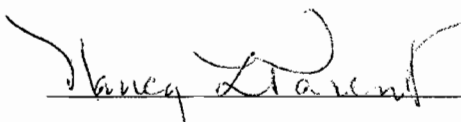
By: 

Name: Don Lew

Title: Director

Date: 11/18/2010

CITY OF PITTSBURG

By: 

Name: Nancy L. Parent

Title: Council Member

Date: December 28, 2010

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: *Richard J. Howard*

Name: *Richard J. Howard*

Title: *General member*

Date: *11-15-10*

East County Water Management Association Agreement

This Agreement is entered into this _____ day of _____, 19____, by and between the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County Water Agency, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Contra Costa County Sanitation District 19, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitary District, and Contra Costa Water District. These eleven agencies are collectively referred to as the "member agencies."

PURPOSE:

The purpose of this Agreement is to establish an East County Water Management Association (ECWMA) to facilitate continued communication, cooperation and education between member agencies regarding matters affecting the existing and potential water supplies of eastern Contra Costa County, and to consider and guide the implementation of the recommendations of the ECWMA's Phase II Study Report in order to provide long-term water supplies and treatment facilities in a cost effective, reliable, implementable, and cooperative manner while maintaining institutional independence and customer satisfaction.

RECITALS:

1. The Contra Costa Water District, at the request of the Board of Supervisors, completed Phase I of the East County Water Supply Management Study, which provided a preliminary analysis of future water demands and potential water supplies for East Contra Costa County.
2. On March 13, 1995, the member agencies signed an agreement forming the ECWMA. Said Agreement terminated on November 21, 1996, and the remaining monies were subsequently refunded to the member agencies in accordance with that Agreement.
3. On November 21, 1996, prior to termination of the Agreement, the Governing Board Representatives of the ECWMA accepted the Phase II Report consisting of a detailed analysis of selected water service alternatives, including new infrastructure requirements, cost estimates, implementation requirements, and institutional issues.
4. The member agencies wish to cooperate in the implementation of the recommendations contained in the Phase II Report.

5. This Agreement provides a process for funding and reestablishment of the ECWMA.

AGREEMENT:

NOW, THEREFORE, the member agencies which are parties hereto set forth the following terms and provisions of their agreement.

1. **Recitals.** The recitals contained herein are an integral part of this Agreement.
2. **ECWMA Formed.** Subject to and in accordance with the terms of the Agreement, the member agencies hereby form the ECWMA.
3. **Governing Board Representatives (GBR).** The ECWMA shall be governed and operated by the GBR which shall be comprised of one elected official representative from each member agency. The governing body of each member agency shall designate, and may replace, one of its members as its representative, on the GBR. No individual shall serve as the representative of more than two member agencies. Each member agency shall have one vote on the GBR. All actions of the GBR shall require the affirmative vote of a majority of its members.

The GBR shall provide policy guidance in the implementation of the purposes of the ECWMA and authorize disbursement of funds in accordance with this Agreement.

The GBR shall choose a regular meeting date and shall meet at least semi-annually.

The GBR shall appoint one of its members as the Chair and one as Vice-Chair. The Chair or any three members of the GBR may call a special meeting. A Secretary shall also be appointed by the GBR. The term of office for the Chair, Vice-chair and Secretary shall be for two years.

The meetings of the GBR shall be open to the public, noticed, and conducted in accordance with the Brown Act, Government Code Section 54950 et seq.

4. **Joint Managers Committee (JMC).** The managers of each of the member agencies shall be members of the JMC of the ECWMA which shall have primary administrative responsibility for the implementation of the purposes of this Agreement. The term "Manager" means City Manager, County Administrator, or General Manager of each of the member agencies and their respective alternates designated by the member agency, or their designees. The JMC shall appoint one of its members as the Chair and one as Vice-chair. The term of office for the Chair and Vice-chair shall be two years. The JMC may act directly or through a subcommittee established by a majority of its members. Each member agency shall have one vote on the Committee. Meetings of the JMC shall be as determined by the JMC.

5. **Administrative Procedures.** The GBR shall adopt bylaws, rules for conduct of the meetings, and administrative procedures. The administrative procedures of a member agency may be adopted for the ECWMA by the GBR.

6. **ECWMA Financing.** Unless otherwise changed by a majority vote of the GBR, each member agency shall deposit annually (March 1) \$500 with the Director of Financial Services for the City of Antioch who shall serve as Treasurer for the ECWMA.

The Treasurer shall be the depository of and have custody of all funds of the ECWMA from whatever source. The Treasurer shall also perform all duties required to be performed by an auditor. The Treasurer shall:

- a. Receive and receipt all money of the ECWMA and place it in the treasury of the City to the credit of the ECWMA;
- b. Be responsible for the safekeeping and disbursement of all ECWMA money;
- c. Pay, when due, from ECWMA funds and upon the signature of the Chair or Vice-chair of the JMC, all sums payable by the ECWMA; and
- d. Report in writing to the JMC quarterly and semi-annually to the GBR the amount of receipts since the last report and the amount paid out since the last report.
- e. Invest ECWMA funds according to the policies and procedures of the Treasurer's agency. Interest derived from deposited funds shall remain in the ECWMA's account.

7. **Special Assessments.** Any additional assessments to cover the appropriate costs of the ECWMA above the amounts specified in Section 6 shall be as approved by the GBR and shall be paid within 45 days of such action. If a member agency's Governing Board Representative votes against undertaking a specific project, except for execution of responsibilities set forth in Section 6, other member agencies desiring to proceed with such project may do so collectively as long as the dissenting member agency is not responsible for costs of such project. Publishing and distribution of resulting documents, opinions, findings, and recommendations (collectively "reports") shall, unless all member agencies consent, be only on behalf of the consenting member agencies. Any reports issued by the association shall state that the reports do not necessarily represent the views of the governing bodies of the individual member agencies.

8. **Liability.** Each member agency agrees to indemnify and hold every other member agency to this Agreement, and their officers, agents and employees, free and harmless from any cost or liability imposed upon any other member agency, officers, agents, or employees arising out of any acts or omissions of its own officers, agents, or employees.

9. **Cooperation.** All the member agencies agree that their respective monetary contributions are an expression of an intent to cooperate towards the purpose of the ECWMA.

10. **Dissolution.** Upon dissolution of the ECWMA by a majority vote of the GBR, any remaining association funds shall be refunded to the member agencies in proportion to the amount contributed by each over the life of the Joint Association.

11. **Termination.** If a member agency, through its governing board, votes to terminate its participation in the ECWMA, that agency will no longer participate on the GBR or JMC. Deposits made theretofore will remain with the ECWMA.

12. **Amendment.** This Agreement may be amended only by a written agreement approved by a unanimous vote of the member agencies.

13. **Effective Date.** This Agreement shall become effective upon approval by eight member agencies.

14. **Notices.** Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given (1) when mailed, postage prepaid or faxed, or (2) delivered during working hours to the addresses and fax numbers set forth below for

each member agency. Each member agency that changes its address shall promptly provide notice of the changed address to the Chair of the JMC, which will be the current address of the member agency.

16. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by all parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch

By _____

Title _____

Date _____

City of Brentwood

By Jay M. Corey

Title City Manager

Date 4.25.97

Byron-Bethany Irrigation District

By _____

Title _____

Date _____

Contra Costa County Water Agency

By _____

Title _____

Date _____

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title _____

Date _____

DMc-rlr - 8



May 23, 1997

Mr. Dennis McCormac
East County Water Management Assn.
2500 Pittsburg-Antioch Highway
Antioch, CA 94509

Dear Dennis:

The City of Brentwood has approved the ECWMA agreement. Enclosed please find the executed copy of this agreement. Our Mayor, John Morrill, has designated our GBR members to be Michael McPoland with Barbara Guise as the alternate. I have also enclosed our check in the amount of \$500.00 for the annual dues.

If you have any questions, please let me know.

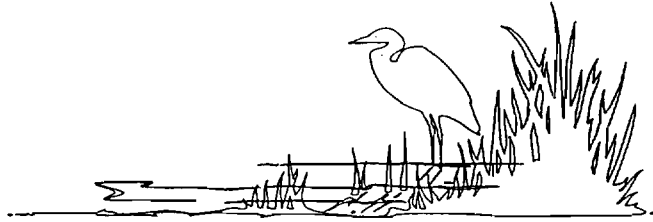
Sincerely yours,

Donna J. Rogers
Deputy City Clerk

Enclosures

cc: Jay M. Corey, City Manager

East
County
Water
Management
Association



2500 Pittsburg-Antioch Highway Antioch, CA. 94509
(510) 778-4040 Fax: (510) 778-8513

City of Antioch
City of Brentwood
Byron Bethany Irrigation District
Contra Costa County Sanitation District 19
Contra Costa Water Agency
Contra Costa Water District
Delta Diablo Sanitation District
Diablo Water District
East Contra Costa Irrigation District
Ironhouse Sanitary District
City of Pittsburg

DATE: March 20, 1997

TO: Joint Managers Committee

FROM: Dennis M. McCormac

CITY OF BRENTWOOD

MAR 21 1997

SUBJECT: Agreement to Form an East County Water Management Association

RECEIVED

Introduction: One of the key recommendations in the East County Water Supply Management Phase II Study is to maintain the East County Water Management Association (ECWMA). The purpose of ECWMA Agreement is to facilitate continued communication, cooperation and education between member agencies regarding matters affecting the existing potential water supplies of eastern Contra Costa County, and to consider and guide the implementation of the recommendations of the ECWMA's Phase II Study report in order to provide long-term water supplies and treatment facilities in a cost effective, reliable, implementable, and cooperative manner while maintaining institutional independence and customer satisfaction.

Discussion: Attached is the current revised ECWMA dated March 20, 1997 (Attachment 1). This Agreement includes minor word changes recommended by Diablo Water District legal counsel Fred Bold and approved by the Joint Managers Committee (JMC) on March 5, 1997. This agreement has also been reviewed by Contra Costa Water District (CCWD) legal counsel and approved as to form. The agreement continues the current management structure which includes the Governing Board Representatives (GBR) and the JMC. The City of Antioch will continue to serve as Treasurer for the ECWMA.

The next JMC meeting has been scheduled for Wednesday, April 30, 1997, 9:00 a.m. at the Delta Diablo Sanitation District Board Room. It is hoped that approval action on the ECWMA by all potential member agencies will be completed by this date. A GBR meeting will then be scheduled during the latter part of May.

Please do not hesitate to contact me at (510) 688-8329 if you need any additional information.

Fiscal Impact: Annual dues for the ECWMA will be \$500 per agency unless otherwise changed by a majority vote of the GBR.

Recommended Action: The following information is requested to be sent to my attention upon approval of the ECWMA Agreement by your agency:

- Donna* →
- 1) Copy of Section 16 (Execution) page of the ECWMA which will include signature, title, and date of officer approving the agreement.
 - 2) Confirm the GBR member and alternate to serve on the GBR for your agency.
 - 3) A check in the amount of \$500 for the ECWMA annual dues made payable to the City of Antioch.

DMc/rlr - 1

Attachments: 1. East County Water Management Association Agreement dated March 20, 1997