

# EAST/CENTRAL COUNTY AGENCY

(EAST/CENTRAL CONTRA COSTA COUNTY WASTEWATER MANAGEMENT AGENCY)

Administration Building  
Martinez, California 94553  
6th Floor

Liaison: Jack Port  
Telephone (415) 372-2142

## GOVERNING BOARD

### PRESIDENT

CRAIG Z RANDALL  
CONTRA COSTA COUNTY  
WATER DISTRICT

### VICE-PRESIDENT

RALPH DOWNING  
CITY OF PITTSBURG

### SECRETARY

DOUGLASS HANNER  
CITY OF BRENTWOOD

WARREN N. BOGESS  
CONTRA COSTA COUNTY

DANIEL H. HULT  
MT. VIEW  
SANITARY DISTRICT

ALVIN JESSE  
OAKLEY  
SANITARY DISTRICT

FRED KLINE  
CITY OF ANTIOCH

### CHAIRMAN TECHNICAL COMMITTEE

FRANK C. BOERGER

December 3, 1975

Our File: OA-32-1

City Council  
City of Brentwood  
708 Third Street  
Brentwood, CA 94513

Gentlemen: Attn: Mr. R. E. Poertner, City Clerk

Enclosed for your files is an "originally executed" copy of the JOINT EXERCISE OF POWERS AGREEMENT Establishing the EAST/CENTRAL CONTRA COSTA COUNTY WASTEWATER MANAGEMENT AGENCY (JPA), effective on June 24, 1974.

You will please note that the signatories to the JPA are:

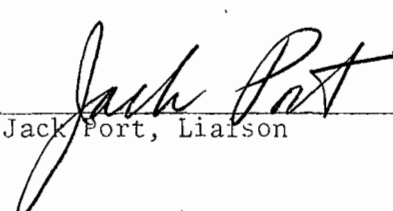
City of Antioch	Contra Costa County Water District
City of Brentwood	Contra Costa County Sanitation
City of Clayton	District No. 7-A
City of Concord	Contra Costa County Sanitation
City of Pittsburg	Districts Nos. 5, 7B, 15 and 19
Mt. View Sanitary District	County of Contra Costa
Oakley Sanitary District	

Since the establishment of the East/Central County Agency, by letter of December 30, 1974, the City of Concord has indicated its intent to withdraw from the Agency, and by letter of January 22, 1975, the City of Clayton has also indicated intent to withdraw; both withdrawals were effective on June 30, 1975 in accordance with Paragraph 16 of the JPA.

At the present time, the Governing Board of the East/Central County Agency comprises a representative from each of the following entities:

City of Antioch	Oakley Sanitary District
City of Brentwood	Contra Costa County Water District
City of Pittsburg	County of Contra Costa
Mt. View Sanitary District	

If you have any further questions, please do not hesitate to call.

  
\_\_\_\_\_  
Jack Port, Liaison

JP/h1  
Enclosure

JOINT EXERCISE OF POWERS AGREEMENT

Establishing the

EAST/CENTRAL CONTRA COSTA COUNTY WASTEWATER MANAGEMENT AGENCY

1. PARTIES AND DATE. Effective on June 24, 1974, the Cities of ANTIOCH, BRENTWOOD, CLAYTON, CONCORD, LAFAYETTE, MARTINEZ, PITTSBURG, PLEASANT HILL, and WALNUT CREEK, municipal corporations of the State of California, the BYRON, CENTRAL CONTRA COSTA, MT. VIEW, and OAKLEY SANITARY DISTRICTS, and the CONTRA COSTA COUNTY WATER DISTRICT, public corporations, and the "COUNTY OF CONTRA COSTA", a political subdivision of the State of California, hereinafter referred to as "County" and representing CONTRA COSTA COUNTY SANITATION DISTRICTS Nos. 5, 7-A, 7-B, 15, and 19, as signatories to this Agreement, hereby mutually agree and promise as follows:
  - A. This Agreement is made pursuant to California Government Code Sections 6500 ff., the "Joint Exercise of Powers" Act, to effectuate the parties' common powers.
  - B. The County is empowered by law to conduct studies for implementing a specific plan, as an element of its General Plan, to locate solid and liquid waste disposal facilities, and control pollution of rivers, streams, creeks, and other waters.
  - C. The Cities are empowered by law to construct, establish, and maintain drains and sewers.
  - D. The Districts are empowered by law to construct, reconstruct, alter, enlarge, lay, renew, replace, maintain and operate such sewers, drains, and sewer collection outfall treatment works and other sanitary disposal systems to join therein with any county or municipality or any other district or governmental agency.
3. NEED. The parties have determined that there is a need for a study of wastewater discharge in Eastern and Central Contra Costa County for the Cities of Antioch, Brentwood, Clayton, Concord, Lafayette, Martinez, Pittsburg, Pleasant Hill, and Walnut Creek, the Byron, Central Contra Costa, Mt. View, and Oakley Sanitary Districts, the Contra Costa County Water District, and Contra Costa County Sanitation Districts Nos. 5, 7-A, 7-B, 15, and 19.
4. DEFINITIONS. Unless otherwise specially provided or required by the context, the following terms have the following meanings herein.

Board - means the Governing Board of the East/Central County Agency.

County - means the County of Contra Costa.

City or Cities - means the Cities of Antioch, Brentwood, Clayton, Concord, Lafayette, Martinez, Pittsburg, Pleasant Hill, and Walnut Creek, located within Contra Costa County, California.

Districts - means the Byron, Central Contra Costa, Mt. View, and Oakley Sanitary Districts, Contra Costa County Water District, and Contra Costa County Sanitation Districts Nos. 5, 7-A, 7-B, 15, and 19.

County Area - means the unincorporated area of East/Central Contra Costa County and the territory of Contra Costa County Sanitation Districts Nos. 5, 7-A, 7-B, 15, and 19.

Law - means Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, being Sections 6500 - 6578 thereof.

East/Central County Agency - means the East/Central Contra Costa County Wastewater Management Agency created by this Agreement.

5. PURPOSE. The purpose of this Agreement is:

A. To cause studies and pre-design engineering to be made, in accordance with a "plan of study" approved by the State Water Resources Control Board (SWRCB); which study shall provide the data and information needed for the development of a FACILITIES PLAN as defined by the SWRCB and an East/Central Contra Costa County Wastewater Management Program;

B. To obtain recommendations with respect to implementation of the program, including but not limited to, those relating to:

- a. The use and refunding of existing treatment systems, and the financing of proposed facilities; and
- b. Possible alternative institutional arrangements under which the Program could be administered;

C. To assist the Board, upon completion of the studies, in formulating recommendations for consideration by the governing bodies who are parties to this Agreement; and

D. To facilitate the realization of such other objectives common to the parties to this Agreement as they may, from time to time, agree upon.

6. CREATION OF EAST/CENTRAL COUNTY AGENCY. Upon execution of this Agreement by the County and at least one of the Cities or Districts, except for the County Sanitation Districts, specified in paragraph 1., there is hereby created an agency and public entity known as the "East/Central Contra Costa County Wastewater Management Agency", separate and distinct from these parties.

7. GENERAL POWERS. The East/Central County Agency shall have the powers in its own name: (a) to make and enter into contracts; (b) to sue and be sued; (c) to employ agents and employees; and (d) to incur debts, liabilities, and obligations which are necessary to accomplish the purposes of this Agreement, but which shall not be the debts, liabilities and obligations of the individual parties to this Agreement. Such powers shall be exercised subject to such restrictions upon the manner of exercise as are imposed herein or upon Sanitary Districts (Health and Safety Code Section 6400 et seq.) in the exercise of similar powers.

8. SPECIFIC POWERS. The East/Central County Agency shall have the following specific powers:

A. To study, analyze, develop, prepare, and recommend upon the engineering and economic feasibility of alternative subregional wastewater management programs for the East/Central Contra Costa County area in accordance with area, regional, and individual public agency problems, needs and goals, as well as state and federal requirements relative to wastewater discharges.

B. To retain qualified consultants for the preparation of a subregional wastewater management program.

C. To make and administer contracts for consulting services in accordance with the recommendations of a Technical Advisory Committee, which Committee shall submit progress reports to the parties to this Agreement at appropriate intervals.

D. To collect the prorata share of costs from each party as set forth in Section 15 of this Agreement.

E. To submit its recommendations on the subregional study (upon acceptance thereof by all parties) to the California Water Resources Control Board, the Regional Water Quality Control Boards (San Francisco Bay Region and the Central Valley Region); the U.S. Environmental Protection Agency, the Bay Area Sewage Services Agency, and other agencies as appropriate.

F. To receive, accept, use, and expend or disburse (by contract or otherwise and for purposes consistent with the provisions hereof) funds, services and/or property other than real property which may be provided by any of these parties, by the United States Government, the State of California, or any agency(s) or subdivision(s) thereof, or by any other person, agency or organization, whether public or private.

G. To maintain at all times a complete and accurate system of accounting for said funds, services, and property.

H. To encourage and accept assistance from industrial wastewater dischargers in the East/Central County Area.

9. TERMINATION

A. This Agreement terminates 30 days after the creation of a successor agency to this East/Central County Agency, which successor agency would be formed for the purpose of constructing approved subregional wastewater treatment facilities.

B. This Agreement may also be terminated as of any date selected by a majority of the parties hereto.

C. Upon termination, each party shall be entitled to receive such property and surplus monies of the East/Central County Agency as may be lawfully distributed, in proportion to the funds and services provided by the respective parties, but the County shall be entitled to receive all of the data and other materials collected in connection with studies made by the East/Central County Agency.

10. BOARD. The East/Central County Agency shall be directed and controlled by a Governing Board comprising one member appointed by and from each of the governing bodies which are signatory parties to this Agreement, except for the County Sanitation Districts specified in paragraph 1. Each member of the Board shall have one vote including the member appointed by the County Board of Supervisors, whose one vote shall be considered to represent the entire "County Area" and the governing bodies of the County Sanitation Districts specified in paragraph 1. Each such party shall also appoint from its governing body or its Staff an alternate member to the Governing Board of the East/Central County Agency. In the absence of a member of the Governing Board his alternate member shall have all the powers and duties of the member. The Board is empowered to make decisions on matters hereinafter set forth in this Agreement on behalf of said East/Central County Agency. The Acts and decisions of the Board or of the East/Central County Agency shall not bind or obligate the parties to this Agreement.

11. TECHNICAL ADVISORY COMMITTEE. Each of the parties to this Agreement shall designate a person from its staff to serve as a member of a Technical Advisory Committee to the Board. In addition to its Technical Advisory function, this Committee shall also act as a Screening Committee by interviewing prospective consultants and recommending upon their employment to the Board.

Upon prior approval of all Board members, ex officio and advisory members may be designated from time to time to assist the Technical Advisory Committee.

12. TERMS OF MEMBERSHIP. The terms of membership on the Board, and on the Technical Advisory Committee held by individuals solely by virtue of the office or position held by them, shall continue for so long as such office or position constitutes the basis for such membership and for so long as they hold such office or position with their respective public agency, but each party to this Agreement may at any time change or replace its representative on the Board or the Technical Advisory Committee.

13. RULES - MEETINGS. The Board shall adopt such regulations as necessary to conduct and administer efficiently and soundly the Agency's business, including the setting of dates and frequency of Board meetings. A majority of the members of the Board shall constitute a quorum for the transaction of business, but less than a quorum may adjourn from time to time. No action of the Board shall be effective without the affirmative vote of a majority of the members of the Board.

14. OFFICERS. The Board shall elect a President from among its members, and shall appoint a Secretary who may, but need not, be a member of the Board. The Board may appoint such other officers, agents, and employees as it deems necessary.

The Treasurer and the Auditor of the County are hereby designated treasurer and auditor, respectively, of the East/Central County Agency, and they shall have the powers, duties and the responsibilities specified in Section 6505.5 of the law; and the Board of Supervisors of the County shall determine the charges to be made against the East/Central County Agency for the services of the Treasurer and Auditor of the County in such capacities. The treasurer and auditor of the East/Central County Agency are hereby designated as the public officers in person who shall have charge

of, handle and have access to the property of the East/Central County Agency, except as provided in Section 6505.5 (b) of the law with respect to money held by the Treasurer. The Auditor shall draw warrants to pay demands against the East/Central County Agency upon the signatures of both the President and the Secretary of the East/Central County Agency.

15. CONTRIBUTIONS. The County shall advance from its General Fund the amount necessary to operate and conduct the study of the East/Central County Agency. In return for the advancing of such costs the County shall become the sole owner of any studies made by or financed by the East/Central County Agency. It is intended by the parties hereto that if any federal or state grants are received for the construction of the facilities resulting from the studies conducted by the East/Central County Agency and if a portion of the grant money so received is allocated to cover the whole costs of the East/Central County Agency study, the County shall sell to the recipient of any such grant its interest in said study for a price not to exceed the amount in the grant allocated to the cost of the study. The parties other than the County shall, prior to completion of the study, reimburse the County 12 1/2% of the funds advanced to operate and conduct said study.

The parties' share (other than the County) of the "12 1/2% amount" shall be allocated in accordance with the following percentages:

City of Antioch	7.5%
City of Brentwood	0.7%
City of Clayton	0.3%
City of Concord	22.2%
City of Lafayette	4.8%
City of Martinez	4.3%
City of Pittsburg	5.6%
City of Pleasant Hill	6.4%
City of Walnut Creek	10.5%
Byron Sanitary District	0.1%
Central Contra Costa Sanitary District	24.9%
Mt. View Sanitary District	2.6%
Oakley Sanitary District	0.4%
Contra Costa County Water District	6.3%
Contra Costa County Sanitation District No. 5	0.1%
Contra Costa County Sanitation District No. 7-A	2.8%
Contra Costa County Sanitation District No. 7-B	0.1%
Contra Costa County Sanitation District No. 15	0.3%
Contra Costa County Sanitation District No. 19	0.1%

This apportionment shall apply only to this Agreement and not to participation in any subsequent project.

In the event that any of the above listed parties to this Agreement have not executed this Agreement prior to July 1, 1974, the nonsigning parties' contributions toward the reimbursement of the County shall be reproporated among the signatories of the Agreement in proportion to the above percentages.

Before any expenditure of East/Central County Agency funds is made, the Board shall adopt a budget showing the source of the funds and the purposes for which such funds shall be expended. No expenditure of East/Central County Agency funds shall be made until authorized or approved by the Board.

16. WITHDRAWAL OF PARTIES. Upon ninety (90) days written notice to all other parties, any party to this Agreement may withdraw herefrom, such withdrawal to be effective at the end of the current Fiscal Year, but only if by the end of such current Fiscal Year the withdrawing party(s) has either discharged, or has arranged to the satisfaction of the remaining parties for the discharge of, its pending obligations hereunder, if any.

Any withdrawing party shall be entitled to such property and surplus monies of East/Central County Agency as may be lawfully distributed to it in proportion to the funds and services provided by it.

17. FISCAL YEAR. The Fiscal Year of the East/Central County Agency shall be the period from July 1 to June 30, both inclusive.

18. ACCOUNTS, REPORTS, AND AUDITS. The East/Central County Agency shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution of the East/Central County Agency securing its revenue bonds. The books and records of the East/Central County Agency shall be open to inspection at all reasonable times to the parties hereto and their representatives. The East/Central County Agency, on or before every September 30th, shall give a complete written report of all financial activities for the preceding Fiscal Year to the parties hereto. The auditor of the East/Central County Agency shall prepare and maintain such accounts and reports, and shall keep copies on file in his office.

The auditor shall either make or contract with a certified public accountant to make, an annual audit of the accounts and records of the East/Central County Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909, and shall conform to generally accepted auditing standards. When the audit is by a certified public accountant a report thereof shall be filed as a public record with the East/Central County Agency, the County, and the County Auditor of the County. Such report shall be filed within the Fiscal Year following that under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants in making an audit pursuant to this section shall be borne by the East/Central County Agency and shall be a charge against any unencumbered funds of the East/Central County Agency available for the purpose.

In any year in which the annual budget of the East/Central County Agency does not exceed five-hundred dollars (\$500.00), the Board may, by unanimous vote and subject to the approval of all the parties hereto, replace the annual audit with an audit covering a two-year period.

19. INDEMNITY. The East/Central County Agency shall indemnify, defend and hold harmless the parties hereto and their officers, agents and employees from any and all claims, losses, costs, or liability accruing or resulting to any person(s), firm, corporation, or other public or private entity for damages of any kind, including but not limited to injury, harm, sickness or death to person(s) and/or property from any cause whatsoever arising from or in any way connected with the performance and exercise of its powers.

20. INSURANCE. The East/Central County Agency shall procure and maintain at its own cost and expense and at all times during the term of this Agreement public liability insurance covering and insuring the East/Central County Agency and all officers and employees of the East/Central County Agency against any accidents or injuries to person or property arising or occurring on any property of or out of any activities of the East/Central County Agency in the sums of \$250,000.00 for bodily injury or death for each person and \$500,000.00 for each occurrence, and of \$100,000.00 for property damage. Evidence of such insurance shall be provided by the East/Central County Agency by filing with parties hereto copies of the policy(s). Said policy(s) shall contain a provision that written notices of cancellation or any material change shall be delivered to every party ten (10) days in advance of the effective date thereof. At five-year intervals during the period of this Agreement, any party in its discretion may amend this section to increase the limits of the insurance required to reflect the then-existing economic conditions.

21. BREACH. The parties hereby grant to the East/Central County Agency the right to enforce by whatever lawful means the East/Central County Agency deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the East/Central County Agency hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the East/Central County Agency to any or all other remedies.

22. SEVERABILITY. If a court holds any part, term, or provision of this Agreement to be illegal or in conflict with any law of the State of California, or otherwise to be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

23. SUCCESSORS' ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of all the others.

24. AMENDMENTS. This Agreement may be amended by supplemental agreements executed by all the parties hereto.



CITY OF ANTIOCH

By     *Fred Keene*      
Mayor

ATTEST:

    *Dorothy P. Marks*      
City Clerk

CITY OF BRENTWOOD

By George G. Gindel  
Mayor

ATTEST:

[Signature]  
City Clerk

CITY OF CLAYTON

By Charles D. Evans  
Mayor

ATTEST:

Barbara Johnston  
City Clerk

CITY OF CONCORD

BY Richard S. Holmes  
Mayor

ATTEST:

Ann M. Brown  
City Clerk

CITY OF LAFAYETTE

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF MARTINEZ

By \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF PITTSBURG

By Joseph Z. Benaco  
Mayor

ATTEST:

Caryn E. Benaco  
City Clerk

CITY OF PLEASANT HILL

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



CITY OF WALNUT CREEK

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

BYRON SANITARY DISTRICT

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

CENTRAL CONTRA COSTA SANITARY DISTRICT

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

MT. VIEW SANITARY DISTRICT

Daniel B. Hult, President


Janice Whipple, Secretary

OAKLEY SANITARY DISTRICT

*V. J. Chastek*, President  
V. J. Chastek

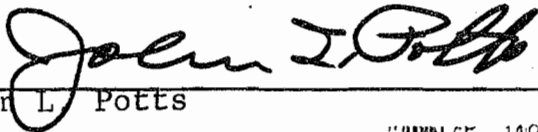
*Jeanne Michelotti*, Secretary  
Jeanne Michelotti

CONTRA COSTA COUNTY WATER DISTRICT



Craig Z. Randall

President



John L. Potts

Secretary

JUN 55 1974

CONTRA COSTA COUNTY SANITATION DISTRICT No. 7-A

By

*J. Emmons*  
Chairman, Board of Directors  
Contra Costa County Sanitation  
District No. 7-A

ATTEST:

JAMES R. OLSSON, County Clerk and  
Ex Officio Clerk of the Board of Directors of  
Contra Costa County Sanitation District No. 7-A

By

*Mildred O. Ballard*  
Deputy

Approved as to form:

JOHN B. CLAUSEN, County Counsel

By

VICTOR J. WESTMAN

Deputy

CONTRA COSTA COUNTY SANITATION DISTRICTS Nos. 5, 7-B, 15, and 19

By *J. Emouarty*  
Chairman, Board of Supervisors, as  
Chairman, Ex Officio Governing Board  
Contra Costa County Sanitation  
Districts Nos. 5, 7-B, 15, and 19

ATTEST:

JAMES R. OLSSON, County Clerk and  
Ex Offido Clerk of the Board

By *Mildred O. Ballard*  
Deputy

Approved as to form:

JOHN B. CLAUSEN, County Counsel

By *VICTOR W. WILSON*  
Deputy



COUNTY OF CONTRA COSTA

By *J. Emery*  
Chairman, Board of Supervisors

ATTEST:

JAMES R. OLSSON, County Clerk and  
Ex Officio Clerk of the Board

By *Mildred O. Ballard*  
Deputy

Approved as to form:

JOHN B. CLAUSEN, County Counsel

By VICTOR J. WESTMAN  
Deputy

CLERK OF SUPERVISORS  
COUNTY OF CONTRA COSTA  
RECEIVED TO YTO