

DERWA

*DSRSD • EBMUD Recycled Water Authority
PARTNERS IN WATER RECYCLING*

January 31, 2017

Mona Palacios
Alameda Local Agency Formation Commission
1221 Oak Street, Suite 555
Oakland, CA

SB 1266 Compliance

Dear Ms. Palacios:

The DSRSD•EBMUD Recycled Water Authority (DERWA), is a Joint Powers Agency (JPA) that comprises of DSRSD and EBMUD. Since DSRSD provides service to parts of Alameda, Pursuant to Government Code Section 6503.8, DERWA is sending you its governing JPA Agreement, dated June 28, 1995, along with an amendment made December 5, 1995, copy attached. Please let me know if you have any questions.

Please provide written confirmation of receipt of this letter so that I can document that DERWA has satisfied its filing requirements under the law. I can be reached at michael.tognolini@ebmud.com or by mail at 7051 Dublin Boulevard, Dublin, CA 94568.

Sincerely,



Michael T. Tognolini
Authority Manager

**DUBLIN SAN RAMON SERVICES DISTRICT
AND
EAST BAY MUNICIPAL UTILITY DISTRICT**

A95-12

**JOINT EXERCISE OF POWERS AGREEMENT
TO IMPLEMENT
A JOINT RECYCLED WATER PROGRAM**

This Agreement is made and entered into this 28th day of June 19 95, by and between Dublin San Ramon Services District (DSRSD) and East Bay Municipal Utility District (EBMUD), which mutually promise and agree as hereinafter set forth.

WITNESSETH:

WHEREAS, the Parties (hereinafter defined) entered into a Memorandum of Understanding in June 1990 and a Planning Agreement in July 1994 to facilitate the joint development of a recycled water program for the San Ramon and Livermore-Amador Valleys, and provide hereby the continued joint planning and implementation thereof; and

WHEREAS, EBMUD is responsible for providing water treatment and delivery services in portions of the San Ramon Valley area within its territory; and

WHEREAS, DSRSD is responsible for providing wastewater collection, treatment and disposal services in its service area (which partially includes a portion of the EBMUD water service area in the San Ramon Valley) and water delivery services within portions of its territory in the Livermore-Amador Valley; and

WHEREAS, EBMUD has prepared a *Water Reclamation Implementation Plan* to guide development of 8 million gallons per day (mgd) of water reclamation projects described in its *1993 Updated Water Supply Management Program*; and

WHEREAS, DSRSD has prepared a *Recycled Water Master Plan* for use of recycled water in its existing and future service areas and with other agencies is implementing recycled water projects in the Livermore-Amador Valley; and

WHEREAS, the Parties recognize the benefits of using Recycled Water (hereinafter defined) for a variety of uses including landscape irrigation, construction water, industrial/commercial applications and agricultural irrigation, and acknowledge that such uses represent efficient management of the region's water resources and reduces the amount of treated wastewater discharged into San Francisco Bay; and

WHEREAS, the Parties agree that a joint effort provides economies of scale and furthers interagency cooperation and thereby improves public health, safety and welfare; and

WHEREAS, the Parties have the power to acquire, construct, and operate Recycled Water Facilities (hereinafter defined) and the Parties propose by this Agreement to exercise said power jointly to provide more efficient operations, lower capital and operating costs, and greater public acceptance of the beneficial uses of Recycled Water than would be accomplished by acting independently; and

WHEREAS, the Parties have sufficient staff with the ability to manage the development and implementation of the Recycled Water Program (hereinafter defined) and the Parties intend to make full use of said staff; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement relating to the planning, design, financing, construction, and operation of Recycled Water Facilities and other related matters.

NOW, THEREFORE, EBMUD and DSRSD agree as follows:

1. Creation of Authority

A public entity is hereby established pursuant to California Government Code Section 6500 *et seq.*, to carry out the purposes hereof, which Authority shall be known as the "DSRSD/EBMUD Recycled Water Authority." The Authority shall be a public entity separate and distinct from the Parties hereto. The Authority shall be created on the effective date of this Agreement and shall be dissolved only upon termination of this Agreement as herein provided. The first meeting of the Board of Directors of the Authority shall occur on or before sixty (60) calendar days after the effective date of this Agreement.

2. Effective Date

The effective date of this Agreement is the date this Agreement is signed by the latter of the Parties to do so or such other date following such last-executed date selected by the Parties for convenience.

3. Purpose

The purpose of the Authority is to maximize the amount of Recycled Water delivered while recovering its costs. The Authority shall implement and may expand the joint Recycled Water Program. Consistent with this effort, the Authority may select a Project or Projects implementing or expanding such Program, perform necessary environmental reviews, develop public information, arrange required financing, acquire property, design and construct a Project or Projects, and provide for management, operation, and maintenance of such Project or Projects.

4. Definitions

Unless the context otherwise requires, the following terms used in this Agreement shall have the meanings respectively ascribed thereto:

- a. "Act" means Articles 1 and 2 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

- b. "Agreement" means this joint exercise of powers agreement.
- c. "Alternate Director" means the director representing a Party in the absence of a director, as described in Paragraph 6.b hereof.
- d. "Auditor" means the public officer performing the function of auditor or controller who shall, in accordance with Section 6505.5 of the Act, be the same person as the Treasurer.
- e. "Authority" means the agency created by this Agreement, to be known as the "DSRSD/EBMUD Recycled Water Authority."
- f. "Board" or "Board of Directors" means the governing body of the Authority.
- g. "Budget, Operational" or "Operational Budget" means the approved operating budget of the Authority prepared and adopted for each Fiscal Year.
- h. "Budget, Capital Expenditure" or "Capital Expenditure Budget" means the approved budget for all "Capital Expenditures" which means and includes all costs associated with studying, planning, designing, financing, acquiring, and constructing a Facility, Facilities, or rights of use.
- i. "Director" means the director representing a Party as described in Paragraph 6.a.
- j. "Facility", "Facilities" or "Recycled Water Facilities" means any real property, building, structure, works, or improvement acquired or constructed by the Authority for a Project or Projects.
- k. "Fiscal Year" means July 1st to and including the following June 30th.
- l. "Member" or "Party" means each of the parties which become a signatory to this Agreement, accepting the rights and obligations of the Authority hereunder, including any public entity executing any addendum to the original Agreement as hereinafter provided.
- m. "Operation and Maintenance Costs" means all costs directly associated with the administration, operation, maintenance, improvement, repair and replacements, fringe benefits, overhead, insurance, and indirect costs including costs of labor, materials, supplies, power, chemicals, utilities, professional and other contractual services, research and monitoring, tools and equipment, and other expenses necessary to administer a Recycled Water Project and operate and maintain Facilities.
- n. "Program" or "Recycled Water Program" means all the Authority's Projects taken collectively.
- o. "Project", "Projects" or "Recycled Water Project" means the studying, planning,

designing, financing, acquiring, constructing, operating and maintaining a Facility or Facilities by the Authority in furtherance of the purposes of this Agreement for the treatment, transmission, distribution, storage, or sale of Recycled Water. A Project or Projects may be studied, planned, designed, financed, acquired, constructed, operated, and maintained as separate and distinct Projects or in phases or stages, as the Authority shall determine.

- p. "Recycled Water" means treated wastewater that complies with Wastewater Reclamation Criteria of the California Department of Health Services as stated in the California Code of Regulations and as governed by a Waste Discharge Permit issued by the Regional Water Quality Control Board - San Francisco Bay Region and other agencies that from time to time may have jurisdiction.
- q. "Revenue Shortfall" means the existence of a condition when the Authority's reserves or working fund balance is less than a prudent amount established by the Board.
- r. "Treasurer" means the Finance Director of one of the Members, performing the function of Treasurer of said Member, as appointed by the Board and designated hereby as Treasurer of the Authority pursuant to Section 6505.5 of the Act.

5. Membership

The Members of the Authority shall be each public agency which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto providing for additional such membership, and which has not, pursuant to the provisions of Paragraph 21 hereof, withdrawn.

6. Designation of Board

The Authority shall be administered by the Board, the Members of which shall be selected and serve as follows:

- a. Directors and Alternate Directors shall be designated and appointed by each Party within thirty (30) days after the effective date hereof. DSRSD and EBMUD each shall be represented by two (2) Directors, each of whom shall have a single vote on matters coming before the Board. The Directors shall be members of the governing body of the Party which they represent. The Directors shall exercise all powers of a Director contained herein or authorized by law.
- b. Alternate Directors shall be designated and appointed by each Party and shall be a member of its respective governing body. Each Alternate Director shall be authorized to act only in the absence of his or her corresponding Director, shall have the same vote and authority, and shall exercise the same powers on such occasions as such Director.
- c. All Directors and Alternate Directors shall serve until replaced by their respective appointing jurisdictions.

- d. The officers of the Authority shall consist of a chair and vice-chair selected from the Board by a majority vote of the Directors present. The Board shall also appoint a secretary who may be a Director. The Board shall have the power to appoint such additional officers as it deems necessary. The chair, vice-chair, and secretary shall hold office for a period of one (1) year commencing July 1st of each and every Fiscal Year; provided, however, that the first chair, vice-chair, and secretary appointed shall hold office from the date of appointment to June 30th of the ensuing Fiscal Year.
- e. Directors and Alternate Directors shall receive no compensation from the Authority. Directors and Alternate Directors may receive compensation directly from their respective Member jurisdiction for attendance at meetings of the Board and for service rendered as a Board member by request of the Board.

7. Board Meetings

- a. **Regular Meetings:** The Board shall determine the frequency of regular meetings and shall specify by resolution the date, hour, and place at which regular meetings shall be held.
- b. **Call, Notice, and Conduct of Meetings:** All meetings of the Board, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of Chapter 9 (commencing with Section 54950), Part I, Division 2, Title 5 of the California Government Code (the "Ralph M. Brown Act").
- c. **Minutes:** The secretary of the Board shall cause minutes of all meetings to be kept and shall cause copies of the minutes to be provided to each Director and Alternate Director and Member.
- d. **Quorum:** Three Directors and/or Alternate Directors present shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.
- e. **Rules:** The Board may adopt from time to time such rules and regulations to conduct its affairs as may be required.
- f. **Vote or Assent of Board:** At least three votes of the Board shall be required to approve the business of the Authority.

8. Officers and Employees

Any officer, agent, or employee of the Authority may also be an officer, agent, or employee of any of the Parties. The appointment by the Authority of such a person shall evidence that the two positions are compatible. The public officer or officers or persons who have charge of, handle, or have any access to any property of the Authority shall be bonded and the amount of the bond shall be designated by action of the Board.

All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the Parties when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees of the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any of the Parties or, by reason of their employment by the Authority, to be subject to any of the requirements of such Parties. If any officer, agent, or employee of any of the Parties is employed by the Authority, the manner of compensating said officer, agent, or employee shall be determined by contract between the Authority and the Party.

The Authority shall provide to employees of Parties working for the Authority, as well as to the Authority's other employees, sufficient insurance to protect said employees and the Authority from liability resulting from activities, advice, and similar conduct associated with the performance of duties on the Authority's behalf.

9. General Powers

The Authority shall have the power to do the following in its own name:

- a. To make and enter into contracts.
- b. To employ agents and employees.
- c. To acquire, hold, and dispose of property.
- d. To exercise the power of eminent domain to acquire property for any public use necessary to accomplish the purposes of this Agreement.
- e. To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement.
- f. To exercise any power common to the Parties and to advise the Parties in the exercise of individual powers possessed by said Parties, provided that said powers are exercised in furtherance of the purposes of this Agreement.
- g. To sue and be sued.

10. Specific Powers

The Authority is hereby empowered to:

- a. Prepare and develop studies and plans for, and to implement, a Recycled Water Program, including, but not limited to, designing, financing, acquiring, constructing, maintaining, operating, repairing, and replacing any Project or Projects including, without limitation, a Project or Projects for the treatment, transmission, distribution, storage, and sale of Recycled Water.

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- b. Contract with public or private entities, firms, corporations, partnerships, or persons for expert professional consulting services or technical or operating assistance for purposes of implementing and operating the aforementioned Program.
 - c. Establish terms and conditions of employment as may be necessary or appropriate for its agents and employees.
 - d. Prepare and adopt an annual Fiscal Year Budget for the Operation and Maintenance Costs and Capital Expenditures of the Authority.
 - e. Establish such bylaws and rules and regulations as may be necessary for the operation and conduct of the Authority's business.
 - f. Establish rates, fees, standby charges, rentals, assessments, or other charges in connection with any Facility or Facilities and services provided by the Authority.
 - g. Receive, accept, and expend or disburse moneys (by contract or otherwise) for purposes consistent with the provisions hereof, which moneys may be provided by the United States government, the State of California, or any subdivision thereof, or received from any other person, agency, or organization, whether public or private, for the purposes specified herein, and maintain at all times a complete and accurate system of accounting for said moneys.
 - h. Receive, accept, and utilize the services of personnel offered by any of the Members, or their representatives or agents; receive, accept, and utilize property, real or personal, from any of the Members or their representatives or agents.
 - i. Issue revenue bonds, certificates of participation, notes, and any other forms of debt in order to carry out any Project undertaken pursuant to this Agreement.
 - j. Issue such other evidences of indebtedness and enter into such other financing agreements as may be appropriate or necessary in order to carry out any Project undertaken pursuant to this Agreement.
 - k. Contract with the Parties, private or public entities, firms, corporations and partnerships to connect to the Authority's Facilities, acquire and/or sell Recycled Water for the purpose of implementing and operating the Authority's Recycled Water Program.

11. Restrictions Upon Exercise of Power of Authority

The powers of the Authority shall be exercised in the manner provided in the Act and any other applicable law, and, except for those powers set forth in Article 2 of the Act, as the same now provides or may be hereafter amended, such powers shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon a community services district by California

Government Code, Section 61000 *et seq.* in the exercise of similar powers.

12. Committees

The Board may establish such advisory committees as it deems appropriate to advise the Authority on matters relating to implementation of any Program for water recycling and/or any Project or Projects. Such committees shall be composed of such persons as the Board shall determine; provided, however, that such membership shall not necessarily be limited to persons representing, or associated with, the Parties. The purpose and the function of any such committee or committees shall be specified by the Board.

13. Funds and Expenditures

This Agreement requires strict accountability of all funds and reporting of all receipts and disbursements as follows:

- a. Each and every expenditure of moneys shall be authorized or approved by the Board or by a person designated by the Board to authorize expenditures. The Treasurer shall draw warrants or otherwise arrange to pay demands so authorized for payment by the Board.
- b. Before the Authority may expend any moneys or incur any financial obligation, it shall adopt an annual Fiscal Year Budget showing proposed expenditures for the applicable Fiscal Year and the proposed means of financing such expenditures. The Budget shall be adopted on or before April 30 of each year for the ensuing Fiscal Year. Provided, however, that for the first Fiscal Year of the Authority's existence, the Budgets shall be adopted by the Authority within ninety (90) days of the effective date of this Agreement.
- c. The Treasurer shall present periodically during each Fiscal Year to the Authority a financial report accounting for all moneys received and disbursed for the report period.
- d. The Treasurer shall be the depository and custodian of all Authority funds. The Auditor shall perform the functions and duties set forth in Sections 6505 and 6505.5 of the Act. Any interest earned on Authority funds shall belong to the Authority.
- e. The secretary is hereby designated as custodian of all property of the Authority except for Authority funds.
- f. Every officer or employee of the Authority authorized to receive, account for, or expend any funds including the secretary and the Auditor and Treasurer of the Authority, shall each file a bond in an amount to be determined by the Board, but this requirement may be met by one or more blanket bond(s). The cost of such bond(s) shall be borne by the Authority.
- g. All books and accounts shall be maintained for the Authority in accordance with

practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's Auditor and Treasurer shall comply strictly with the requirements of Sections 6505 and 6505.5 of the Act and shall ensure strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

- h. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such other reports shall be filed with the County Auditor, the State Controller, and each Member within six (6) months of the end of the Fiscal Year under examination.
- i. Pursuant to Section 6505.5 of the Act, the governing body of the Member employing the Treasurer shall determine the charges to be made against the Authority for the services of the Treasurer and Auditor; provided, that such charges shall not exceed the actual costs for such services.

14. Projects

- a. **Facilities:** The Authority shall determine which Facilities shall be constructed or acquired. It is the Authority's objective to construct or acquire, as soon as the Authority determines it is practical, Facilities capable of delivering, at a minimum, a quantity of 5,860 acre-feet annually of Recycled Water.
- b. **Additional Facilities:** Additional Facilities may be constructed or acquired and contracts for additional supply and services may be executed as the Authority shall determine.
- c. **Ownership:** All Facilities constructed and acquired pursuant to this Agreement shall be owned solely by the Authority.
- d. **Member's Facilities:** Members may request that the Authority construct or acquire additional Facilities. If the Authority denies such a request, or if a Member elects to proceed on its own without making such a request, nothing in this Agreement shall be construed to prevent a Member from constructing or acquiring its own facilities or from otherwise exercising its full powers and authority.
- e. **Connection to Facilities:** Each Member has the right to connect to the Authority's Facilities in accordance with procedures adopted by the Board.
- f. **Sale of Recycled Water to Members and Others:** The Authority shall sell Recycled Water to the Members, for resale within the Member's territory, on a first come, first served basis, and at rates the Authority determines will recover its costs, so long as a sufficient supply is physically and contractually available as determined by the Authority. The Authority may sell Recycled Water to non-Members at rates it determines are appropriate provided that no such sale shall

occur until and unless the Authority determines that a sufficient supply is physically and contractually available.

15. Liabilities, Debts

- a. **General:** The tort liability of the Authority, all Members of the Board, and all officers and employees of the Authority, shall be governed by the provisions of Division 3.6 (commencing with Section 810) of Title I of the Government Code of the State of California. The provisions of said Division relating to the indemnification of public employees and the defense of actions against them arising out of any act or omission occurring within the scope of their employment shall apply to all of said officers and employees.
- b. **Debts of Authority:** Any and all debts, liabilities, and obligations incurred by or imposed upon the Authority shall be the debts, liabilities, and obligations solely of the Authority and no such debt, liability or obligation shall be the debt, liability or obligation of, or imposed upon, any or all of the Parties.
- c. **Insurance:** The Authority shall insure itself and the Parties against, or otherwise make provision for, loss, liability, and claims arising out of or in any way connected with this Agreement, the Program or any Project or Projects.

16. Operation of Projects

The Authority shall operate and maintain or provide for the operation and maintenance of all Projects of the Authority.

17. Income from Projects

With respect to any Project including, but not limited to, any Project which recycles water or any other substance arising out of the operation thereof, such Recycled Water, reusable wastewater, or other substance or by-product, and the revenues therefrom, shall be the property of the Authority and may be sold by the Authority at prices established by the Board. The proceeds of any such sale shall be used as determined by the Authority.

18. Member Contributions

Revenue Shortfalls may occur, especially during the initial years of operation of the Program, when Capital Expenditures are high and Recycled Water sales are low. Members shall contribute funds in equal amounts to the Authority towards any Revenue Shortfalls that shall be specified in the Authority's approved Operational and Capital Expenditure Budgets.

19. Amendments

This Agreement may be amended at any time, or from time to time, except as may be limited by contract with holders of bonds or other evidences of indebtedness issued by the Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the Parties who are then

Parties hereto, either as required in order to carry out any of the provisions of this Agreement, or for any Project, or for any other purpose, including without limitation, addition of new Parties, including any legal entities heretofore or hereafter created, in pursuance of the purposes of this Agreement.

20. Addition of Parties

A Party or Parties may be added to the Authority, upon request, evidenced by submission of a certified copy of a resolution adopted by the governing body of the public agency requesting membership in the Authority. Such request must be approved by the governing bodies of all of the existing Members of the Authority. The Board may require a Party seeking to become a Member of the Authority to meet any terms and conditions the Board deems appropriate.

21. Withdrawal of Parties

The withdrawal of a Party from the Authority shall not be final during such time as such Party is obligated to contribute to Capital Expenditures or has any outstanding debts, liabilities, or obligations for a Project or Projects, or during such time as any revenue bonds or other evidences of indebtedness of the Authority are outstanding with respect to such a Project or Projects. Any Party may give notice of its intention to withdraw from the Authority at any time; provided that the effective date of such withdrawal shall be subsequent to the satisfaction of all outstanding debts, liabilities, or obligations for Capital Expenditures and the retirement of any outstanding bonds or other evidences of indebtedness for all Projects. Notwithstanding the foregoing, in no event shall the effective date of such withdrawal be less than five (5) years from the date of adoption of the hereinafter described resolution giving notice of intention to withdraw. Notice of intention to withdraw shall be given by resolution of the governing body of the Party intending to withdraw, approved by a vote of not less than seventy percent (70%) of the entire membership of said governing body. A certified copy of said resolution shall be filed by the withdrawing Party with the Authority within five (5) days of the date of its adoption.

A withdrawing Party shall continue to be obligated for its share of all debts, obligations, and liabilities for Capital Expenditures, debt service for bonds, or other evidences of indebtedness, and Operation and Maintenance Costs incurred by the Authority in connection with any Project or Projects; provided, however, that such withdrawing Party may, with the agreement of the remaining Parties, provide the Authority with funds for financing the withdrawing Party's continuing obligations, in which event the withdrawing Party shall no longer be liable for such outstanding obligations. Upon satisfaction of, or other provision for, the withdrawing Party's share of such outstanding obligations, the withdrawal of such Party shall become final. A withdrawing Party shall be entitled to no reimbursement for any investment in or payment for Authority Facilities or expenses.

22. Reinstatement

A Party, subsequent to filing its notice of intention to withdraw or after its actual withdrawal from the Authority, may apply for reinstatement as a Member of the Authority. Application for reinstatement shall be made in writing to the Authority and

the Members. A Party shall be reinstated upon approval by the Board and the then-existing Members of the Authority. The Board may require a party seeking reinstatement to meet any terms and conditions which the Board deems appropriate to ensure quality of service, payment of Operation and Maintenance Costs and Capital Expenditures of any Facility or Facilities and/or for any Project or Projects, and such other financial participation appropriate under the circumstances.

23. Term and Termination

This Agreement shall continue until terminated as specified in this paragraph. This Agreement may be terminated upon the conclusion of any Fiscal Year by an agreement executed by all of the Parties which are then Parties hereto, which agreement shall be approved by the governing bodies of each of such Parties, and shall include satisfaction of all outstanding debts, obligations and liabilities for Capital Expenditure, debt services for bonds or other evidences of indebtedness, and Operation and Maintenance Costs incurred by the Authority. Upon termination, each Party shall be entitled to receive such property and surplus money of the Authority as lawfully may be distributed in proportion to each such Party's respective contribution to all of the Projects of the Authority or in such other manner as shall be agreed upon by all of said Parties. Until such distribution is agreed upon, such property and money shall be held in trust by the Authority for all of said Parties.

24. Successors; Assignment

This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties. No Party may assign any right or obligation herein without the written consent of each of the other Parties.

25. Governing Law

This Agreement is made in the State of California under the laws and the Constitution thereof, and is to be so construed.

26. Severability

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their officials seals to be hereto affixed, on the day and year set opposite the name of each of the Parties.

DUBLIN SAN RAMON SERVICES DISTRICT

Dated: 6/13/95

By: James B. Kohnen
James B. Kohnen, President, Board of Directors

ATTEST:

Nancy Gamble
Secretary

EAST BAY MUNICIPAL UTILITY DISTRICT

Dated: 6-28-95

By: Sp. Casares
General Manager *VCB*

ATTEST:

Luella M. Lewis
Secretary

00300 JUL 03 05 AM 10 24



MICHAEL J. WALLIS
DIRECTOR OF WASTEWATER

June 29, 1995

Ms. Nancy Gamble, Secretary
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

Dear Ms. Gamble:

Enclosed for your records is a fully executed original of the Joint Exercise of Powers Agreement creating the DSRSD/EBMUD Recycled Water Authority. The EBMUD Board of Directors authorized execution of this agreement by Motion No. 116-95 on June 13, 1995, and is scheduled to designate representatives to the Authority Board on July 11, 1995.

The effective date of the agreement as discussed previously with Bert Michalczyk shall be June 28, 1995. I look forward to a productive working relationship between our two districts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Olujimi Yofoye', is written over a circular stamp.

OLUJIMI YOFOYE
Supervisor of Office of Reclamation

OOY:cjs

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WARECORES_080.085

P.O. BOX 24055 . OAKLAND . CA 94623-1055 . (510) 287-1405
BOARD OF DIRECTORS JOHN A. COLEMAN . KATY FOULKES . JOHN M. GIOIA
FRANK MELLON . NANCY J. NADEL . MARY SELKIRK . KENNETH H. SIMMONS

RESOLUTION NO. 40-95

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING THE EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT TO IMPLEMENT A JOINT RECYCLED WATER PROGRAM BETWEEN THE DUBLIN SAN RAMON SERVICES DISTRICT AND THE EAST BAY MUNICIPAL UTILITY DISTRICT

WHEREAS, the Dublin San Ramon Services District ("District") and the East Bay Municipal Utility District ("EBMUD") entered into a Memorandum of Understanding on June 19, 1990 and a Water Recycling Planning Agreement on July 1, 1994 for the purpose of facilitating development of a joint water recycling program for the San Ramon and Livermore-Amador Valleys; and

WHEREAS, the District is responsible for providing wastewater collection, treatment, and disposal services in its service area (which partially includes a portion of the EBMUD water service area in the San Ramon Valley) and water delivery services within portions of its boundaries in the Livermore-Amador Valley; and

WHEREAS, DSRSD has prepared a Recycled Water Master Plan for use of recycled water in its existing and future service areas and with other agencies is implementing recycled water projects in the Livermore-Amador Valley; and

WHEREAS, under the Water Recycling Planning Agreement of July 1, 1994, the District and EBMUD agreed to identify the most cost-effective project which will be capable of delivering unrestricted use of water to both agencies in accordance with and as defined by Title 22 of the California Code of Regulations; and

WHEREAS, under the Water Recycling Planning Agreement of July 1, 1994, the District and EBMUD jointly established a Steering Committee to undertake the Preliminary Engineering

Res. No. 40-95

including the evaluation of potential customers, their locations, quality and quantity needs, routing and sizing of pipelines, reservoirs and pump stations, and develop cost estimates. The Steering Committee was also to identify viable and implementable institutional arrangements for the joint recycled water program, undertake a Public Education Program and prepare a preliminary Environmental Assessment; and

WHEREAS, the Steering Committee has completed the efforts described above and presented this information to the Board of Directors of the Dublin San Ramon Services District at its workshop of May 2, 1995 and documented its findings in its report of June 2, 1995 entitled DSRSD/EBMUD Joint Water Recycling Program Steering Committee Report which is by reference incorporated herein; and

WHEREAS, by Resolution No. 28-95 of May 2, 1995 the Board of Directors of the Dublin San Ramon Services District directed the preparation of a Joint Powers Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT, A PUBLIC AGENCY LOCATED IN THE COUNTIES OF ALAMEDA AND CONTRA COSTA, CALIFORNIA, to accept the joint recommendation of the Steering Committee established under the Water Recycling Planning Agreement and that the Joint Exercise Powers Agreement to Implement a Joint Recycled Water Program by and between the Dublin San Ramon Services District and the East Bay Municipal Utility District in the form of Exhibit "A" hereto attached and by this reference incorporated herein, is hereby approved and the President and Secretary of the Board are hereby authorized and directed to execute and attest to respectively said Agreement for and on behalf of the District.

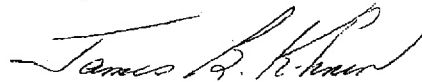
Res. No. 40-95

ADOPTED by the Board of Directors of Dublin San Ramon Services District at its special meeting being held on the 13th day of June 1995, and passed by the following vote:

AYES: 5 - Directors: G.T. (Tom) McCormick, Georgean M. Vonheeder,
Cynthia G. Jones, Jeffrey G. Hansen, James B. Kohnen

NOES: 0

ABSENT: 0



James B. Kohnen, President

ATTEST: Nancy Gamble
Nancy Gamble, Secretary

(A95-12)

**FIRST AMENDMENT TO
DUBLIN SAN RAMON SERVICES DISTRICT AND
EAST BAY MUNICIPAL UTILITY DISTRICT
JOINT EXERCISE OF POWERS AGREEMENT
TO IMPLEMENT
A JOINT RECYCLED WATER PROGRAM
(DERWA)**

This First Amendment to the Dublin San Ramon Services District and East Bay Municipal Utility District Joint Exercise of Powers Agreement to Implement A Joint Recycled Water Program ("Agreement"), which Agreement was entered into on June 28, 1995, is made and entered into this 5th day of December, 1995, by and between Dublin San Ramon Services District (DSRSD) and East Bay Municipal Utility District (EBMUD), which mutually agree as follows:

Article 6(d) of the Agreement shall read in its entirety as follows:

"The officers of the Authority shall consist of a Chair and Vice-Chair selected from the Board by an election conducted by the Board by a majority vote of the Directors present. The Board shall also appoint a Secretary who may be a Director. The Board shall have the power to elect such additional officers as it deems necessary. The election of officers shall be conducted at the first regularly scheduled meeting of the Board of Directors in the month of January of each calendar year. The Chair, Vice-Chair, and Secretary and any additional officers shall hold office from the time of election until the date of the next election. In the event of a vacancy in the position of any of the officers of the Authority, the Board shall elect a replacement by a majority vote of the Directors present at an election held within sixty days of the date of the vacancy. The first Chair, Vice-Chair, and Secretary appointed by the Board shall hold office from the date of appointment to the election of officers conducted by the Board in January 1996."

WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Parties.

DUBLIN SAN RAMON SERVICES DISTRICT

By: *James B. Kohnen*
James B. Kohnen, President, Board of Directors

Dated: December 5, 1995

ATTEST:

Nancy Hamble
Secretary

EAST BAY MUNICIPAL UTILITY DISTRICT

By: *John M. Gioia* *Pres*
John M. Gioia, President
Board of Directors

Dated: December 21, 1995

ATTEST:

Lynelle M. Lewis
Secretary Lynelle M. Lewis

(A 95-12)

ATTACHMENT 1

DERWA
DSRSD • EBMUD Recycled Water Authority
PARTNERS IN WATER RECYCLING

08 SEP 1995 11:29 AM

October 5, 1995

Mr. James B. Kohnen
President, DSRSD
7051 Dublin Boulevard
Dublin, CA 94568

Subject: Dublin San Ramon Services District/East Bay Municipal Utility District Joint
Exercise of Powers Agreement to Implement a Joint Recycled Water Program

Dear President Kohnen:

At the September 18, 1995 meeting of DSRSD/EBMUD Recycled Water Authority (DERWA), the attached Resolution was passed requesting that each member agency approve a revision to Article 6(d) of the Joint Exercise of Powers Agreement (JPA) of June 28, 1995 that governs DERWA activities. The need for this change is to ensure that the selection of DERWA officers coincides with the cycles used at each of the member agencies for reorganizing each agency's Board of Directors. Proposed language for this first amendment to the JPA is attached for your use.

We respectfully request that you place this item on your Board agenda for consideration within the next 45 days. Should there be any questions, please feel free to contact me or the Authority Manager, Bert Michalczyk at 551-7230, ext. 106.

Sincerely,



for JOHN A. COLEMAN, Chair
DSRSD/EBMUD Recycled Water Authority

BLM:JAC:el

Attachment

(A 95-12)

RESOLUTION NO. 72-95

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING THE FIRST AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE DSRSD/EBMUD RECYCLED WATER AUTHORITY (DERWA)

WHEREAS, DSRSD entered into a Joint Exercise of Powers Agreement with EBMUD to create the DSRSD/EBMUD Recycled Water Authority (DERWA); and

WHEREAS, Article 6(d) of the Joint Exercise of Powers Agreement to Implement a Joint Recycled Water Program specifies that the officers of the Authority (Chair, Vice-Chair, and Secretary) hold office for a period of one year commencing July 1 of each and every fiscal year to June 30 of the ensuing fiscal year; and

WHEREAS, in recognition of the fact that the Board of Directors of DSRSD reorganizes on approximately a calendar year basis; and

WHEREAS, the term of the DERWA offices should be on the same schedule as the DSRSD Board of Directors to ensure continuity of policy direction.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT, A PUBLIC AGENCY LOCATED IN THE COUNTIES OF ALAMEDA AND CONTRA COSTA, CALIFORNIA, to direct the President of the Board of DSRSD to execute the First Amendment modifying the Joint Exercise of Powers Agreement to Implement a Joint Recycled Water Program for DERWA as follows:

"The officers of the Authority shall consist of a Chair and Vice-Chair selected from the Board by an election conducted by the Board by a majority vote of the Directors present. The Board shall also appoint a Secretary who may be a Director. The Board shall have the power to elect such additional officers as it deems necessary. The election of officers

Res. No. 72-95

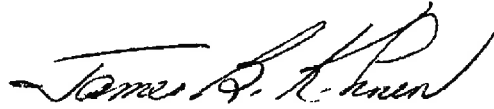
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ADOPTED by the Board of Directors of the Dublin San Ramon Services District at its regular meeting held on the 21st day of November 1995, and passed by the following vote:

AYES: 5 - Directors Jeffrey G. Hansen, Georgean M. Vonheeder, Cynthia G. Jones, G.T. (Tom) McCormick, James B. Kohnen

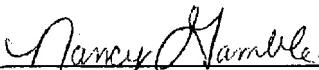
NOES: 0

ABSENT: 0




James B. Kohnen, President

ATTEST:


Nancy Gamble, Secretary

CERTIFIED AS A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN THE OFFICE OF
DUBLIN SAN RAMON SERVICES DISTRICT
Secretary



DEC 27 1995