Summary Title: Federal Legislative Memorandum of Agreement

Title: Authorization of City Manager to Execute the Amended Memorandum of Agreement with the Bay Area Recycled Water Coalition for the Recycled Water Project

From: City Manager

Lead Department: Utilities

Recommendation
Staff recommends that Council authorize the City Manager or his designee to execute the amended Memorandum of Agreement (MOA) with the Bay Area Recycled Water Coalition (BAC) for federal legislative efforts to secure a grant under Title XVI of the Reclamation Wastewater and Ground Water Study and Facilities Act of 1992 (Public Law 102-575).

Executive Summary
The City of Palo Alto is pursuing federal grant funding opportunities for a future recycled water project to serve the Stanford Research Park. To participate with the other members of the BAC in the regional effort to secure grant funding, the City of Palo Alto executed a MOA in May 2008. The MOA defines the relationship between the projects, including grant funding allocation, advocacy costs, membership, and termination. As the BAC has evolved over time, the MOA now needs several minor changes.

Background
Title XVI of the 1992 Central Valley Improvement Act (Public Law 102-575) directed the U.S. Bureau of Reclamation (USBR) to form a partnership with Bay Area water and wastewater agencies. The purpose of the partnership is to study regional opportunities to maximize water recycling throughout the region. The BAC program started in 1992 with a coalition of 17 agencies. Presently, 14 agencies remain in the program.

The Palo Alto Regional Water Quality Control Plant (RWQCP) joined the BAC in 1992 and has remained a member ever since. The RWQCP Master Plan has been incorporated into the regional program so that recycled water projects sourced from the RWQCP can qualify for Federal grants. Beginning with the RWQCP’s collaboration with the City of Mountain View on the Mountain View recycled water project, the City sought Title XVI grant funding, and ultimately succeeded in securing federal authorization for a $5 million grant. In order to codify the relationship with the BAC members regarding future appropriations, the City of Palo Alto
executed the original MOA in May 2008 (CMR 249:08). The City of Mountain View and the RWQCP completed the Mountain View recycled water project in 2009.

The City is evaluating an extension to the recycled water distribution system to provide recycled water to select users in the Stanford Research Park. The project to serve the Stanford Research Park is currently seeking authorization for $8 million in Federal Title XIV grants.

Discussion
The original MOA has functioned well since its creation in 2008, but the evolution of the BAC and the regional Title XVI program necessitates minor adjustments to the original MOA. In particular, the following changes are required:

1. Creation of a new category of parties to this Restated Agreement called Associate Participants;
2. Allowance for investor-owned water utilities regulated by the California Public Utilities Commission to become Participating Agencies and/or Associate Participants; and
3. Incorporation of changes to the existing cost share formula.

The first two changes are minor administrative changes that have no material impact on the City. The third adjustment changes the cost allocation methodology. The new formula retains the existing methodology of equally distributing the Lead Agency’s administrative costs between the members, but changes the advocacy cost allocation to a method proportional to each individual federal authorization request. The impact of this change to the City is not expected to be significant. For example, for calendar year 2011, the total cost to the City is expected to increase by approximately $3,100 under the new formula.

Resource Impact
The execution of the amended MOA will not result in additional resource requirements from the City. The new cost share formula will result in a small increase to the City’s current annual fee contribution.

Policy Implications
Activities that promote the use and expansion of recycled water are consistent with Council adopted Water Integrated Resource Plan Guideline 3: “Actively participate in development of cost-effective regional recycled water plans.”

Environmental Review
The City of Palo Alto is the lead agency under the California Environmental Quality Act (CEQA) for the recycled water project to serve the Stanford Research Park. In addition, the Bureau of Reclamation is the lead agency for the project under the National Environmental Policy Act (NEPA). The City is currently collaborating with the Bureau of Reclamation to prepare a joint
CEQA/NEPA document for the project. Preparation of the Environmental Impact Report is currently underway.

Execution of the MOA does not require additional environmental review under CEQA or NEPA.

**Attachments:**

- Attachment A: BARWC MOA amended restated Final (PDF)
- Attachment B: 2011 MOA Project Costs (PDF)

Prepared By: Nicolas Procos, Senior Resource Planner

Department Head: Valerie Fong, Director

City Manager Approval: James Keene, City Manager
FIRST AMENDED AND RESTATEF
MEMORANDUM OF AGREEMENT
BAY AREA RECYCLED WATER COALITION
FEDERAL LEGISLATIVE EFFORTS

A Memorandum of Agreement was originally made and executed on August 25th, 2008, by and between the City of Mountain View, a Charter City and Municipal Corporation; City of Palo Alto, a Charter City; City of Redwood City, a Charter City; and the City of San Jose, a Municipal Corporation, and administering agency for the San Jose/Santa Clara Water Pollution Control Plant, a joint powers agency formed pursuant to California Government Code section 6500, et seq.; the Delta Diablo Sanitation District (“DDSD”), a County Sanitation District formed pursuant to California Health and Safety Code Section 4700 et seq.; North Coast County Water District, formed under the County Water District Act, California Water Code Section 30000, et seq.; Santa Clara Valley Water District, a Special District created by an act of the California Legislature, “Participating Agencies,” and the Bay Area Clean Water Agencies (“BACWA”), a joint powers agency formed pursuant to California Government Code section 6500 et seq.

Subsequent to the execution of the Memorandum of Agreement, the following entities became parties to the Memorandum of Agreement as Participating Agencies: the Central Contra Costa Sanitary District, a Special District formed under the Sanitary District Act pursuant to Health and Safety Code Section 6400, et seq.; the Dublin San Ramon Services District, a Special District formed under the Community Services District Law, California Government Code Section 61000, et seq.; the City of Petaluma, a Municipal Corporation; the Ironhouse Sanitary District, a Special District; the Coastside County Water District, a Special District; the City of Hayward, a Municipal Corporation; Zone 7 of the Alameda County Flood Control & Water Conservation District, a component of Alameda County; the Town of Yountville, a Municipal Corporation; and the City of Pleasanton, a Municipal Corporation.

The Participating Agencies (including those agencies that become Participating Agencies after the execution of the August 25, 2008 Memorandum of Agreement) and BACWA now desire to amend and restate the August 25, 2008 Memorandum of Agreement effective June 30, 2011 by entering into this First Amended and Restated Memorandum of Agreement (“Restated Agreement”), which creates a new category of parties to this Restated Agreement called Associate Participants; allows investor owned water utilities regulated by the California Public Utilities Commission to become Participating Agencies and/or Associate Participants; shares costs for the Lead Agency’s administrative expenses incurred to provide services for BARWC; and revises the cost sharing formula for Participating Agency costs for federal advocacy.

It is the intent of the Parties that this Restated Agreement replaces the Memorandum of Agreement that was originally made and executed on August 25, 2008.

RECITALS

1. WHEREAS, Title XVI of the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 (also known as Public Law 102-575) authorized a feasibility study of the potential for development of demonstration and permanent facilities to reclaim water in the San Francisco Bay Area, bringing Bay Area agencies together to study opportunities to use recycled treated wastewater for beneficial uses; and authorized the planning, design and construction for the San Jose Water Reclamation and Reuse Program; and
2. WHEREAS, the Bay Area Recycled Water Master Plan, completed in 1999, identified opportunities to use 125,000 acre-feet per year (AF/yr) by 2010, and 240,000 AF/yr by 2025; and

3. WHEREAS, Bay Area agencies have invested nearly $300 million of local funds in water recycling projects, and many more projects are ready to be built; and

4. WHEREAS, federal funding is essential to support these highly leveraged, locally managed, projects to help ensure the security of water supplies for years to come; and

5. WHEREAS, Public Law 102-575 also provides a program for Federal participation (through cost sharing) in specific water reuse projects up to certain amounts specified in the Act; and

6. WHEREAS, Participating Agencies have identified 8 projects for which they wish to seek near-term federal funding; and

7. WHEREAS, Participating Agencies anticipate identifying future projects for which they may wish to secure federal funding; and

8. WHEREAS, federal funding monies will not be available for any authorized project until such funds have been specifically appropriated by Congress; and

9. WHEREAS, Public Law 102-575 requires that projects complete a feasibility determination process administered through the United States Bureau of Reclamation (“USBR“) and that specific authority for funding be legislatively granted; and

10. WHEREAS, Participating Agencies have collaborated in efforts to promote legislation authorizing federal funding for Bay Area recycled water projects; and

11. WHEREAS, the United States House of Representatives on July 23, 2007, passed HR 1526 amending the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 and authorizing the Bay Area Regional Water Recycling Program and a companion bill was introduced in the Senate on May 24, 2007; and

12. WHEREAS, Senate Bill 2739, the Consolidated Natural Resources Act of 2008, containing the HR 1526 language, was introduced on March 10, 2008 and passed by the full Senate on April 10, 2008; and

13. WHEREAS, Senate Bill 2739 was signed into Public Law 110-229 on May 8, 2008; and

14. WHEREAS, Participating Agencies desire to continue efforts to obtain necessary legislation authorizing federal funding for Bay Area recycled water projects; and

15. WHEREAS, Participating Agencies desire to collaborate in efforts to promote legislation to appropriate federal funding for authorized projects and for other Bay Area projects that may be authorized in the future.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:
I.  DEFINITIONS

1.  Associate Participant: A public agency or an Investor Owned Water Utility regulated by the California Public Utilities Commission that both: (i) does not have a recycled water project for which they are seeking congressional authorization and/or appropriation, but which wishes to monitor BARWC’s efforts to promote legislation to appropriate federal funding for recycled water projects authorized through Title XVI of the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992; and (ii) is approved as an Associate Participant pursuant to Section II(2) of this Restated Agreement.  Associate Participants may participate in BARWC discussions regarding federal funding efforts to be pursued under this Restated Agreement, but may not vote, or otherwise participate in any decision-making, including the efforts to be undertaken under this Restated Agreement or any other matter.

2.  Authorized Project: A project that has been enacted into federal law.

3.  Federal Share: The dollar amount of Federal Title XVI funding that a Participating Agency is seeking for their project(s). In general, the Federal Share is 25% of the estimated total cost of a project for which a Participating Agency is seeking authorization and/or appropriation. However, an Authorized Project may have a remaining Federal Share that is less than 25% of the total project cost if it has previously received Federal appropriations.

4.  Lead Agency: The Participating Agency selected by majority vote of the Participating Agencies to provide federal advocacy outside consulting services, including consultant contract management, facilitation and management of meetings, and accounting services.

5.  Participating Agency: Each of the agencies that is a Participating Agency as of the effective date of this Restated Agreement. A Participating Agency also includes a public agency or Investor-Owned Water Utility regulated by the California Public Utilities Commission that both: (i) has a recycled water project(s) authorized through Title XVI of the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 or that will seek congressional authorization and appropriation for such projects; and (ii) is approved as a Participating Agency pursuant to Section II(1) of this Restated Agreement.

6.  Parties: BACWA and all current and future Participating Agencies and Associate Participants.

II.  ELIGIBILITY TO BECOME A PARTY TO THIS RESTATE AGREEMENT

1.  Any public agency or Investor Owned Water Utility regulated by the California Public Utilities Commission in the nine-county Bay Area that is developing a recycled water project and has an interest in securing federal participation through Title XVI can become a Participating Agency upon approval of such status by a majority of the Participating Agencies and execution of the Participating Agency Addendum attached hereto as Attachment 1. Any Addendum must be approved on or before September 30 in order to be effective for the forthcoming calendar year.

2.  Any public agency or Investor Owned Water Utility regulated by the California Public Utilities Commission in the nine-county Bay Area that has the ability to develop a recycled water project can become an Associate Participant upon approval of such status by a majority of the Participating Agencies and execution of the Associate Participant Addendum, attached hereto as
Attachment 2. Any Addendum must be approved on or before September 30 in order to be effective for the forthcoming calendar year.

3. A Participating Agency or an Associate Participant can convert to a different party status upon approval of such change in status by a majority of the Participating Agencies and execution of a Change of Party Status Addendum, attached hereto as Attachment 3. Any Addendum must be approved on or before September 30 in order to be effective for the forthcoming calendar year.

III. PARTICIPATION AND ROLES IN FEDERAL LEGISLATIVE EFFORTS

1. The Participating Agencies hereby agree that either Bay Area Clean Water Agencies (BACWA), or the Lead Agency may be the legal authority to represent Participating Agencies in pursuit of the Title XVI grants under the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 (Public Law 102-575), and may act as the regional entity on behalf of Participating Agencies.

2. The Participating Agencies agree that either BACWA or the Lead Agency may be listed as the entity submitting the authorization and appropriation requests to members of Congress and that either BACWA or Lead Agency support of Participating Agency legislative efforts may include review of and signature on, letters of support drafted by Participating Agencies, and attending hearings and/or meetings with congressional representatives and their staff. If the Participating Agencies vote to request that BACWA perform these functions and BACWA agrees to do so and incurs costs for these functions, the Participating Agencies will reimburse BACWA for these costs. Any documents BACWA or the Lead Agency requests from a Participating Agency to support its legislative role will be prepared by the respective Participating Agency at its own expense.

3. The Participating Agencies agree that all appropriations requests pursuant to this Restated Agreement shall include language directing USBR to enter into grant agreements with the Participating Agencies for reimbursement of all eligible costs of the projects designated in the Appropriations Request List developed by the Participating Agencies pursuant to Section V of this Restated Agreement, in accordance with the distribution formula set forth in Section VII below. Any agreement required by USBR shall be subject to Participating Agency accepting the terms thereof.

4. Participating Agencies agree to provide for their own projects all necessary in kind services including providing background information, project or program descriptions, planning, environmental review, federal feasibility documentation and determination, design, construction and coordination, project or program status reports, meeting attendance, review of documents, Board or Council resolutions (if needed), and any other staff support required to support federal advocacy efforts. Neither BACWA nor the Lead Agency shall have responsibility for provision of any of these services.

5. All recycled water projects for which federal participation is sought by the Participating Agencies through Title XVI that meet the terms of this Restated Agreement shall enjoy the same Bay Area wide legislative priority for funding and authorization regardless of project size or congressional district in which the project is located.

6. Each Participating Agency is committed to securing or assisting in securing the support of its House of Representatives member(s) to actively advocate on behalf of the Bay Area Recycled Water Coalition approach. Each Participating Agency will request its House of Representative
member(s) to place the Bay Area regional recycled water Title XVI requests as a very high priority in order to support and reward the regional approach, even if the list of projects for any given year does not have a project in his/her district.

7. No later than September 1 of each calendar year, the Participating Agencies will select from among themselves one Lead Agency to provide federal advocacy outside consulting service for the forthcoming calendar year, including consultant contract management, facilitation and management of meetings and accounting. The Lead Agency will bill the Parties for the costs it incurs for these activities (“Lead Agency Administrative Costs”). Each Participating Agency and each Associate Participant agrees to be individually liable for its pro rata share of the Lead Agency’s Administrative Costs as provided in Section VI below. All Participating Agencies shall be considered third party beneficiaries of the outside consultant contract and shall be entitled to receive all copies of consultant’s correspondence and reports. The outside consultant shall provide all required lobbying disclosure documentation for each of the Participating Agencies. Each Participating Agency agrees to be individually liable for its share of such consultant costs (“Advocacy Costs”) as provided in Section VI, below.

IV. DETERMINATION OF PROJECTS FOR AUTHORIZATION REQUESTS

No later than October 30 of each calendar year, Participating Agencies will determine which projects will be included in the authorization requests for the following calendar year and will create a list of those projects. The list may include any recycled water project located within the nine-county Bay Area where the project sponsor is a Participating Agency.

V. DETERMINATION OF PROJECTS FOR APPROPRIATION REQUESTS

1. No later than October 30 of each calendar year, Participating Agencies shall review the status of all Authorized Projects to determine those projects that will meet both the following criteria: (1) Project has completed or is in the process of completing the Title XVI Feasibility Determination process administered by the United States Bureau of Reclamation; and (2) the funded phase of the project will be completed no later than the end of the federal fiscal year of the appropriation request (i.e. 2011 appropriation requests must be for work that will be completed by September 30, 2011); and project otherwise meets all eligibility requirements for funding under Public Law 102-575 as amended. Projects meeting these criteria will be eligible for inclusion in the list of projects for which a federal funding allocation will be sought.

2. No later than October 30 of each calendar year, Participating Agencies will determine the final list of projects; the associated project cost for which a federal funding allocation will be sought through the Congressional budget process for the subsequent federal fiscal year; and the percentage share each agency would receive of the total requested appropriation. This list shall be the “Appropriation Request List”.

VI. COST SHARING

1. Participating Agencies will pay their pro rata share of Lead Agency Administrative Costs and their share of Advocacy Costs, as defined in Section III (7). Associate Participants will pay their pro-rata share of Lead Agency Administrative Costs only. The Lead Agency will bill the costs to the Participating Agencies and Associate Participants on an annual basis. Payment is due within thirty days of the date of the bill.
2. No later than September 30 of each calendar year, the Lead Agency will submit a budget for Lead Agency Administrative Costs for the next calendar year. No later than October 30 of each calendar year, representatives of the Participating Agencies will approve the final budget amount for these administrative costs. They will then determine the pro rata Lead Agency Administrative cost share for each Participating Agency and each Associate Participant for the next calendar year. The pro rata cost share will be determined by equally dividing the annual budgeted Lead Agency Administrative Costs by the number of Participating Agencies plus one-half of the total number of Associate Participants. Each Participating Agency will pay a full pro rata share, and each Associate Participant will pay one-half of a full pro rata share.

3. No later than October 30 of each year, Participating Agencies will identify each agency’s Federal Share for the next calendar year and determine the monetary sum of the Federal Shares for all Participating Agencies for that year.

4. No later than October 30 of each year, Participating Agencies will approve the total amounts to be spent on Advocacy Costs for the next calendar year. They will then determine the Advocacy Cost share attributable to a Participating Agency for that calendar year. The Advocacy Cost share will be determined by multiplying the total approved Advocacy Cost amount by a Participating Agency’s Federal Share and then dividing by the sum of the Federal Share for all Participating Agencies. Once the Advocacy Cost share for each Participating Agency for the next calendar year has been determined, a Participating Agency’s Advocacy Cost share will not be changed for that calendar year, even if the agency otherwise adjusts its Federal Share.

5. No later than November 30 of each year, each Participating Agency will obtain the necessary Board/City Council approval for funding of the next calendar year’s Advocacy Costs and Lead Agency Administrative Costs. No later than November 30 of each year, each Associate Participant will obtain the necessary Board/City Council approval for funding of the next year’s Lead Agency Administrative Costs.

6. A Party that terminates its participation in this Restated Agreement will not receive any refund of its payments for either Lead Agency Administrative Costs or Advocacy Costs. A Participating Agency that is not eligible for federal funding under Title XVI of the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 will not receive any refund of its payments for either Lead Agency Administrative Costs or Advocacy Costs.

VII. DISTRIBUTION OF FEDERAL FUNDING

1. Participating Agencies may designate BACWA or the Lead Agency to serve as the legal entity to request amendments to the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 for the authorized projects.

2. When a federal appropriation is made, in accordance with the Appropriation Request List, either the Lead Agency or BACWA shall inform the USBR of the percentage share that each Participating Agency should receive for its project(s) from the appropriation pursuant to an individual project agreement(s) between the Participating Agency and USBR. Should the total amount of the federal appropriation be less than the total amount sought for all authorized projects in any given year, each Participating Agency will receive its percentage share of the lower appropriation, and the Lead Agency or BACWA shall inform USBR of the percentage shares.
3. Neither the Lead Agency nor BACWA shall have any responsibility or liability for any other Participating Agency’s performance of its obligations pursuant to its individual project agreement with the United States Bureau of Reclamation. Each Participating Agency that receives a federal appropriation agrees to hold harmless the Lead Agency and BACWA from any and all claims, causes of action or liabilities arising from or connected to (1) the Participating Agency’s acceptance and use of the federal appropriation and/or (2) the project for which the appropriation was received.

4. Neither BACWA nor the Participating Agencies are required to accept the USBR proposed agreement terms. If USBR requires an agreement with BACWA, the terms of which BACWA cannot agree, BACWA’s obligations under this Restated Agreement shall terminate. If the affected Participating Agencies do not enter into the USBR agreement, the affected Parties’ obligations under this Restated Agreement shall terminate.

VIII. DISPUTES

The Parties agree to follow this dispute resolution procedure:

1. Informal Conferral. If a dispute related to the interpretation, enforcement, or compliance with the terms and provisions of this Restated Agreement arises, the affected Parties will first attempt to resolve it through informal discussions, which will include the persons identified as Entity Contacts in Section IX below for the affected Parties. If such a dispute cannot be resolved in this matter within fifteen (15) business days, the affected Parties will endeavor to settle the dispute through negotiation.

2. Negotiation. Not more than fifteen (15) business days after the conclusion of the informal conferral, the aggrieved Party shall serve on the other affected Parties (a) written notice of the nature and basis of the dispute, including any amount of money claimed, the provisions of this Restated Agreement at issue, and the facts in support of its position; and (b) a copy of all supporting documents. Within ten (10) business days after service of the notice, the responding Parties shall serve on the aggrieved Party (a) a written response setting out their position, including the provisions of the Restated Agreement relied on and the facts in support thereof; and (b) a copy of all supporting documents. Within ten (10) business days after service of the response, the affected Parties shall meet to negotiate resolution of the dispute. Each Party’s negotiator shall be its general manager or city manager, executive director, or their designee.

3. After negotiation, any affected Party may pursue any available legal remedy. The written notice of the dispute and the written response and all documents produced, but not the subsequent discussion, shall be admissible in any subsequent proceeding.

4. Pending resolution of the dispute, each Party must fulfill its payment obligations and other responsibilities under this Restated Agreement.

IX. ENTITY CONTACTS

For each Participating Agency, each Associate Participant, and BACWA, a contact person is identified below. All communications regarding activities covered by this Restated Agreement will be made to those contact persons. All notices pertaining to this Restated Agreement will be in writing and may be delivered by deposit in the U.S. mail, postage prepaid, addressed in the case of each entity to the contact person. Upon written notice of the change of an Entity’s contact person, the Lead Agency may
update the list of entity contacts and circulate a copy of the list to all Parties. Contact persons of the Parties as of June 30, 2011 are:

City of Mountain View
Gregg Hosfeldt, Assistant Public Works Director
500 Castro Street/ P.O. Box 7540
Mountain View, CA 94039-7540

City of Palo Alto
Daisy Stark, Contract Manager
250 Hamilton Avenue
Palo Alto, CA 94301

City of Redwood City
Roanne Ross, Whitley Burchett & Associates
1777 Oakland Blvd. Suite 200
Walnut Creek, CA 94596

City of San Jose, South Bay Water Recycling
Eric Hansen, Acting Division Manager
c/o City of San Jose Municipal Water System
3025 Tuers Road
San Jose CA 95121

Central Contra Costa Sanitary District
Don Berger, Recycled Water Program Manager
5019 Imhoff Place
Martinez, CA 94553

City of Hayward
Alex Ameri, Deputy Director of Public Works
777 B Street
Hayward, CA 94541

Town of Yountville
Graham Wadsworth, Public Works Director
6550 Yount Street
Yountville, CA 94599

City of Pleasanton
Daniel Smith
P.O. Box 520
Pleasanton, CA 94566

Zone 7 Water Agency
Amparo Flores
100 North Canyons Parkway
Livermore, CA 94551-9486

Delta Diablo Sanitation District
Caroline Quinn, District Engineer
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373

North Coast County Water District
Cari Lemke, Assistant General Manager
2400 Francisco Blvd./P.O. Box 1039
Pacifica, CA 94044

Santa Clara Valley Water District
Alan Kurotori, Deputy Operating Officer
5750 Almaden Expressway
San Jose, CA 95118

Bay Area Clean Water Agencies
Amy Chastain, Executive Director
P.O. Box 24055, MS702
Oakland, CA 94623

Dublin San Ramon Services District
Rhodora Biagtan, Principal Engineer
7051 Dublin Boulevard
Dublin, CA 94568

Ironhouse Sanitary District
Tom Williams, General Manager
450 Walnut Meadows Dr.
Oakley, CA 94561

City of Petaluma
Remleh Scherzinger,
P.O. Box 61
Petaluma, CA 95953

Coastside County Water District
David Dickson, General Manager
766 Main Street
Half Moon Bay, CA 94019
X. AMENDMENTS

This Restated Agreement may be amended by a written document executed by all of the Parties hereto.

XI. ENTIRE AGREEMENT

This Restated Agreement contains all the terms and conditions agreed upon by the Parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Restated Agreement shall be deemed to exist or to bind all of the Parties hereto.

XII. TERMINATION

This Restated Agreement may be terminated immediately at any time by written mutual consent of all the Parties. Upon provision of written notice of termination to all other Parties no later than October 15, and full payment of any amounts it owes under this Restated Agreement, a Participating Agency or an Associate Participant may terminate its participation in this Restated Agreement effective December 31 of the then-current calendar year.

XIII. COUNTERPARTS

This Restated Agreement 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 agreement.

EXECUTED AND APPROVED ON BEHALF OF EACH PARTY AS SIGNIFIED BY THE SIGNATURES BELOW:

PARTIES:

Bay Area Clean Water Agencies:

______________________________________________________________________________

Amy Chastain, Executive Director
City of Mountain View:

City Manager
City of Palo Alto:

James Keene, City Manager
City of Redwood City:

________________________________

Robert Bell, City Manager
City of San Jose:

Debra Figone, City Manager
Delta Diablo Sanitation District (DDSD):

Gary W. Darling, General Manager
North Coast County Water District (NCCWD):

________________________________

Kevin O’Connell, General Manager
Santa Clara Valley Water District:

________________________________

Beau Goldie, Chief Executive Officer
Central Contra Costa Sanitary District:

________________________________

James M. Kelly, General Manager
Dublin San Ramon Services District:

______________________________

Bert Michalczyk, General Manager
Ironhouse Sanitary District:

Thomas Williams, General Manager
City of Petaluma:

_________________________________

John C. Brown, City Manager
City of Hayward:

Frances David, City Manager
City Pleasanton:

________________________________________________________________________

Nelson Fialho, City Manager
Town of Yountville

______________________________

Steven Rogers, Town Manager
Coastside County Water District:

_________________________________

David Dickson, General Manager
Zone 7 Water Agency:

_________________________________

G.F. (Jill) Duerig, General Manager
ATTACHMENT 1
PARTICIPATING AGENCY ADDENDUM

This Addendum to the First Amended and Restated Memorandum of Agreement for the Bay Area Recycled Water Coalition (BARWC) Federal Legislative Efforts (the “Restated Agreement”) is made on (date)______________, by the (name of entity) ________________, (the “Agency”) a (state legal capacity, i.e. a municipal corporation) ________________ for the purpose of becoming a Participating Agency as that term is defined in the Restated Agreement. The Restated Agreement is incorporated by reference in and made a part of this Addendum.

The Agency acknowledges that it has received a copy of the Restated Agreement and after thorough review of the Restated Agreement desires to become a Participating Agency under the Restated Agreement. The Restated Agreement contemplates the inclusion of Participating Agencies by a process of voluntary execution of this Addendum and a majority vote of the Participating Agencies to approve inclusion of the signatory as a Participating Agency.

The governing body of the Agency certifies that the Agency has a recycled water project authorized through Title XVI of the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 or intends to actively seek congressional authorization and appropriation, for projects covered under Title XVI.

In consideration for the mutual promises set forth in the Restated Agreement, the governing body of the Agency hereby agrees to accept and perform all duties, responsibilities and obligations required of a Participating Agency as set forth in the Restated Agreement. Further, the governing body authorizes its ____________________ or his/her designee to sign all documents necessary to implement the Restated Agreement.

The contact person and notice address for the Agency are:

________________________
________________________
________________________

Date______________ (Name of Agency)

By:________________________
Chairperson

The Restated Agreement and the Addendum are approved as to form:

By:________________________, Attorney for PARTICIPATING AGENCY
ATTACHMENT 2

ASSOCIATE PARTICIPANT ADDENDUM

This Addendum to the First Amended and Restated Memorandum of Agreement for the Bay Area Recycled Water Coalition (BARWC) Federal Legislative Efforts (the “Restated Agreement”) is made on (date)_______________, by the (name of entity) _______________, (the “Agency”) a (state legal capacity, i.e. a municipal corporation) _______________ for the purpose of becoming an Associate Participant as that term is defined in the Restated Agreement. The Restated Agreement is incorporated by reference in and made a part of this Addendum.

The Agency acknowledges that it has received a copy of the Restated Agreement and after thorough review of the Restated Agreement desires to become an Associate Participant under the Restated Agreement. The Restated Agreement contemplates the inclusion of Associate Participant by a process of voluntary execution of this Addendum and a majority vote of the Participating Agencies to approve inclusion of the signatory as an Associate Participant.

The governing body of the Agency certifies that the Agency does not intend to actively seek congressional authorization and appropriation for projects covered under Title XVI. However, the Agency would like to participate in BARWC.

In consideration for the mutual promises set forth in the Restated Agreement, the governing body of the Agency hereby agrees to accept and perform all duties, responsibilities and obligations required of a Associate Participants set forth in the Restated Agreement. Further, the governing body authorizes its ________________ or his/her designee to sign all documents necessary to implement the Restated Agreement.

The contact person and notice address for the Agency are:

________________________________________________________

________________________________________________________

________________________________________________________

Date________________________ (Name of Agency)

By:________________________

Chairperson

The Restated Agreement and the Addendum are approved as to form:

By:________________________, Attorney for Associate Participant
ATTACHMENT 3
CHANGE OF PARTY STATUS ADDENDUM

This First Amended and Restated Addendum to the Memorandum of Agreement for the Bay Area Recycled Water Coalition (BARWC) Federal Legislative Efforts (the “Restated Agreement”) is made on (date)_________________________, by the (name of entity) _______________, (the “Agency”) a (state legal capacity, i.e. a municipal corporation) ____________ for the purpose of becoming a (specify new status e.g., Participating Agency or Associate Participant) as that term is defined in the Restated Agreement. The Restated Agreement is incorporated by reference in and made a part of this Addendum.

The Agency acknowledges that it has received a copy of the Restated Agreement and after thorough review of the Restated Agreement desires to change its party status from (specify current status, e.g., Participating Agency or Associate Participant) to (specify new status, e.g., Participating Agency or Associate Participant) under the Restated Agreement. The Restated Agreement contemplates the modification of party status by a process of voluntary execution of this Addendum and a majority vote of the Participating Agencies to approve modification of the signatory’s party status.

[If new status is Participating Agency, include the following paragraph] The governing body of the Agency certifies that the Agency has a recycled water project authorized through Title XVI of the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 or intends to actively seek congressional authorization and appropriation, for projects covered under Title XVI.

[If new status is Associate Participant, include the following paragraph] The governing body of the Agency certifies that the Agency does not intend to actively seek congressional authorization and appropriation, for projects covered under Title XVI. However, the Agency would like to participate in BARWC.

In consideration for the mutual promises set forth in the Restated Agreement, the governing body of the Agency hereby agrees to accept and perform all duties, responsibilities and obligations required of a (specify new status, e.g., Participating Agency or Associate Participant) as set forth in the Restated Agreement. Further, the governing body authorizes its ________________ or his/her designee to sign all documents necessary to implement the Restated Agreement.

The contact person and notice address for the Agency are:

________________________________________
______________________________
______________________________

Date_________________________ (Name of Agency)

By: __________________________

Chairperson

The Restated Agreement and the Addendum are approved as to form:

By: __________________________, Attorney for PARTICIPATING AGENCY
<table>
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<tr>
<th>Agency</th>
<th>Federal Share Remaining - Sum of All Projects</th>
<th>Cost Share Calculations</th>
<th>Adjustment</th>
<th>Total to Invoice</th>
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<td>Administrative Cost Share</td>
<td>Total Cost Share</td>
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**Advocacy / DDSD Admin. / Total**

Contract / agreed amounts $  

- $120,000  
- $85,440  
- $205,440

*SCVWD overpaid in 2010