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FEB 26 1979

STEGE SANITARY DISTRICT
AL CERRITO, CALIFORNIA

JOINT EXERCISE OF POWERS
AGREEMENT FOR CONTROL OF
WET WEATHER OVERFLOWS AND BYPASSES

This Agreement is made and entered into by and between the following owners and operators of community sewer systems: City of Oakland, City of Piedmont, Town of Emeryville, City of Alameda, City of Berkeley, City of Albany, and the Stege Sanitary District (all hereinafter referred to as "Communities") and the East Bay Municipal Utility District (hereinafter referred to as "District").

WHEREAS, Communities own, operate and maintain community sewer systems for the collection and transport of sewage and industrial wastes from residents and industries within the boundaries of the Special District No. One of District; and

WHEREAS, District owns, operates and maintains interceptors and sewage treatment facilities for the interception and treatment of sewage and industrial wastes flowing from said community sewer systems; and

WHEREAS, in February 1975, District did, with the assistance and cooperation of Communities, file with the Regional Water Quality Control Board, and the governing bodies of Communities, that certain report entitled "The Control of Wet Weather Overflows and Bypasses" and said Report did include an infiltration and inflow analysis of the respective sewer systems of said Communities, as well as the interceptor facilities of District and did recommend the development of certain alternatives for further study to develop projects for the control of wet weather flows and said alternatives consist generally of Project A (Sewer System Evaluation Study and Infiltration-Inflow Control) to be undertaken by Communities by separating combined sewers and disconnecting roof leaders, yard drains and catch basins and of Project B (wet weather flow storage-treatment) to be undertaken by District by constructing storage and treatment facilities to reduce overflows from the interceptor and treatment plant systems; and

WHEREAS, subsequent to said 1975 Report, National Pollution Discharge Elimination System (NPDES) permits have been issued to communities and District which require control of wet weather overflows and bypasses.

WHEREAS, subsequent to said 1975 Report District has received Step-One Federal and State grants for the development of a wet weather facilities plan and EIR in connection with said Project B alternatives, and also subsequent to said filings SWRCB has indicated that Step-One Federal and State grants would be available in connection with communities' study of Project A alternatives, provided that District would serve as Lead Agency;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Purpose

The purpose of this Agreement is to establish the method by which the proposed study described in Section 2 hereof will be carried on; to establish controls and direction for the study; and to provide for a proper allocation of that portion of the cost of the study that is not financed by grant funds.

2. Proposed Study

Upon execution of this Agreement an application shall be made for an amendment to the existing Section 201 Step-One grant of District to seek additional grant funds for the expansion of study scope to include Project A Planning. It is proposed that said Project A study would generally include consideration of the alternatives of combined sewer separation and other sewer system rehabilitation, and the disconnection of roof leaders, yard drains and catch basins. The Project A study shall include a Sewer System Evaluation study for each signatory community. Said study must be closely coordinated with Project B studies and both must give express consideration to the most cost effective way of controlling wet weather flows and bypasses.

The Study will be conducted in accordance with a Plan of Study to be approved by the Technical Advisory Board but it is understood and agreed that

said Plan shall include separate elements for each signatory community agency. Said Plan of Study shall include provisions for the scheduling of identification progress and regular progress reports.

The Study will seek to develop a separate element for each signatory community for inclusion in the Wet Weather Flow Management and Facilities Plan. The separate elements for each signatory community shall include an Infiltration-Inflow Control program and a Sewer System Evaluation Study. The portions of the Plan comprising said Project A studies, and each element thereof, shall include programs which are financially, technically and institutionally feasible, environmentally sound, and socially acceptable; which provide for equitable distribution of costs among its beneficiaries; and which ensures the protection of public health. The Project A Study, and all seven elements thereof, shall be adopted when approved by unanimous vote of the Technical Advisory Board.

The goal of the Study shall be to seek the most cost effective way to eliminate untreated wet weather overflows from community sewer systems and District Interceptor and Treatment systems to the benefit of the residents and taxpayers common to Communities and Special District No. One. Communities agree to adopt necessary ordinances, rules and regulations for implementation of said Study, including enforcement of roof leader disconnection wherever shown to be cost effective. It is understood and agreed that full responsibility for the implementation and financing of each separate element of said study, (including application for state and federal grants), shall rest with each community. It is further understood and agreed that any community may proceed, at any time during the term of this Agreement, take such actions as it deems appropriate to control infiltration-inflow or to rehabilitate its community sewer system, in accordance with the terms of its NPDES permit or otherwise. Communities shall be responsible for environmental assessment of their programs and implementation actions.

3. Lead Agency: Its Authority, Responsibilities and Duties.

District is hereby designated the "Lead Agency" to accomplish the purpose of this Agreement, and as such shall administer the Study, subject to the limitations herein set forth. In the capacity as lead agency, it shall:

a) Make application to SWRCB and EPA to amend its existing Section 201 Step-One grants to include Project A.

b) Set up, in accordance with its established practices, a system of accounts to administer grant funds and any funds contributed by communities, and for the proportionate allocation of grant funds to communities in accordance with their respective Plan of Study elements.

c) After execution of federal and state agreements providing for federal and state funds covering 87-1/2% of the costs thereof, award in its name such contracts as shall be first approved by two-thirds of the members of the Technical Advisory Board. Such contracts will only be presented for Advisory Board approval after concurrence of the representative of the community in which work will be performed. Neither the lead agency nor the Advisory Board will authorize any work in any community without the concurrence of the representative of the community.

d) Perform routine administrative and legal functions incident to the administration of the Study.

4. Cost Estimate and Proportionate Community Share.

a) Distribution of Costs.

The estimated total cost of the Study is \$ 4,000,000. It is anticipated that terms of the step one grant will require the signatory communities to pay 12-1/2% of the eligible costs. Each community shall assume a share of said 12-1/2% of eligible costs which is proportionate to the cost of approved Plan of Study work for each community.

In the event that there are expenditures authorized by the Technical Advisory Board hereunder which are later refused grant eligibility by the state or federal governments, such costs shall be borne by communities in proportion to the cost of approved Plan of Study work for each community provided that if said ineligible costs are attributable to work or services within the boundaries of or performed on demand of a particular community, said ineligible costs shall be borne by said community.

Each of the signatory communities hereto agrees to contribute its share of the costs of the Study in cash and/or creditable goods, materials, supplies or services. Creditable goods, materials, supplies or services are those goods, materials, supplies or services which are properly chargeable to the Study. None of the signatories to this Agreement shall be entitled to a credit for goods, materials, supplies and services furnished unless the same has been previously approved by the Technical Advisory Board. In allocating costs to the Parties hereto, District shall give credit for the furnishing of such creditable goods, materials, supplies or services. When creditable goods, materials, supplies and services are furnished by other parties to this Agreement, they shall be charged for and invoiced in accordance with the accounting practices of the particular community and in accordance with state and federal grant guidelines.

No compensation shall be paid under the terms of this Agreement to any member of the Technical Advisory Board for services rendered in such capacity.

Each party's financial obligation hereunder is expressly limited to the appropriation and contribution of such study funds as are in this Agreement provided for.

b) Administrative Costs.

District shall be reimbursed for its direct and indirect administrative costs incurred as Lead Agency for the Study, commencing upon execution of this Agreement. Accounting for labor services, reimbursement shall be made at a rate of 110% of District's labor charges for employees working on the Study against funds available for the Study, provided however, that said rate shall be adjusted from time to time in accordance with state and federal grant guidelines. For any period of less than one month, said charge shall be prorated.

In accounting for goods, materials, supplies and services for (other than labor services) furnished by District under this Agreement, actual cash value, rental values, or hourly rate shall be used in accordance with District's standard accounting practices and in accordance with state and federal grant guidelines. District shall provide the Technical Advisory Board with a budget of anticipated administrative costs and shall make periodic reports, at least annually, to said Board. Said budget shall be approved by two-thirds of the members of the Technical Advisory Board. District shall be strictly accountable for all funds received and expended on behalf of the study.

c) Reimbursement of Excess Costs Incurred by Communities.

It is contemplated that any community may contribute creditable goods, materials, supplies or services in excess of its respective share of the costs of study outlined in Section (a) above. Communities shall invoice District monthly for the expenses of creditable goods, materials, supplies or services contributed toward the Study. District agrees to process such invoices with the State and upon State approval and receipt of grant funds, to reimburse the particular community for the funded portion of said invoice (87-1/2%); provided that 10% of each invoice will not be paid by District to the community until final audit in accordance with State and EPA guidelines, and release of the final grant payment to the District.

d) Revolving Fund.

In order to provide funds to cover costs under this Agreement, including District administrative and start-up costs, and to facilitate the administration of this Agreement, a revolving fund shall be established as provided herein.

Upon execution of this Agreement, communities agree to deposit with District a total initial sum of \$35,000 to establish said Revolving Fund, to be paid by each community as follows:

Alameda	\$ 4,550
Albany	350
Berkeley	5,600
Emeryville	350
Oakland	19,600
Piedmont	1,050
Stege	3,500

Said initial sum shall be credited towards the pro rata share which each community shall ultimately be required to deposit in said revolving fund.

Upon approval of the Plan of Study, including the element for each community, appropriate augmentation of said Revolving Fund will be determined by District and approved by a majority of the Technical Advisory Board. Said determination will be based on the anticipated contractual work to be performed within each community and the pro rata share of estimated District administrative costs, under the approved Plan of Study for each community. Upon such determination, District shall notify each community of its pro rata share, and each community shall promptly deposit same with the District. No reimbursement shall be made to any community until said share is deposited with District. In no event however shall the amount of said revolving fund exceed \$900,000.

5. Technical Advisory Board: Its Authority, Responsibilities and Duties.

A Technical Advisory Board is hereby established which shall direct and control the Study and establish the overall policies for its accomplishment within the limitations of this Agreement. The Board shall be comprised of one representative designated by each party to this Agreement. The Board may also include one non-voting representative from RWQCB, SWRCB and EPA. An alternate representative may also be designated by each party.

The Board shall establish its own procedures consistent with the terms of this Agreement, and its Chairman shall be chosen by the Board. Said Board will meet at the call of the Chairman or at intervals as shall be determined by the Board.

6. Study Management.

The Study shall be conducted under the supervision of the Manager of the District's Water Pollution Control Department who shall have overall responsibility for the conduct of the Study, subject to the direction and control of the Technical Advisory Board. He will be responsible for staff support to conduct the Study and will be responsible for preparation of the final report, including any environmental impact documentation which may be required.

7. Term.

The term of this Agreement will be three years from the effective date hereof, or until such time as the work to be accomplished under the step-one grant to the lead agency has been accomplished to the announced satisfaction of the SWRCB and EPA, whichever occurs first. The term of the Agreement may be further extended upon the mutual agreement of all the parties signatory to this Agreement. Notwithstanding the foregoing, it is understood and agreed that upon completion of the necessary work within any particular community and the

preparation of the Element of the Study (Wet Weather Flow Management and Facilities Plan) for that community, further participation by representatives of that community on the Technical Advisory Board will not be necessary until receipt of notice that said plan has been complete for all communities and final vote of approval is required. Upon completion of said element for a particular community, appropriate steps for implementation may be commenced by said community, as provided in Section 2. Said non-participation shall in no way relieve such community from obligations incurred under this Agreement.

Funds, including any interest earned on deposits, remaining in the Revolving Fund on the completion of the Study after payment of all Study obligations, shall be distributed to the communities in proportion to their respective contributions.

8. Notices.

All notices shall be deemed to have been given when made in writing and delivered or mailed by registered mail to the representative of each agency at his respective address as follows:

Mark J. Hanna,
Director of Public Works
City of Alameda
City Hall
Alameda, CA 94501

James E. McCarty,
Director of Public Works
City of Oakland
1421 Washington Street
Oakland, CA 94612

Robert S. Guletz,
Director of Public Works
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

Robert J. Bauer,
Director of Public Works
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

Elijah B. Rogers,
City Manager
City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

Alfred G. Baxter,
Executive Secretary
Stege Sanitary District
7500 Schmidt Lane
El Cerrito, CA 94530

Joseph Close,
Admin. Asst. to City Council
Town of Emeryville
2449 Powell Street
Emeryville, CA 94608

John S. Harnett,
General Manager
East Bay Municipal Utility District
2130 Adeline Street
Oakland, CA 94623

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives as of the day and year hereinafter set forth. This Agreement shall be effective on the date of execution by the last party hereto.

Attest:

By [Signature]

Dated: 2-8-79

Attest:

By _____

Dated: _____

Attest:

By [Signature]

Dated: 12-1-78

Attest:

By _____

Dated: _____

Attest:

By _____

Dated: _____

Attest:

By [Signature]

Dated: Nov 1, 1978

Attest:

By [Signature]

Dated: Sept. 15, 1978

Attest:

By [Signature]

Dated: 2/14/79

APPROVED as to form and legality

17-R

Deputy City Attorney

CITY OF ALAMEDA

By [Signature]

Dated: 2-8-79

CITY OF ALBANY

By [Signature]

Dated: 9/20/78

CITY OF BERKELEY

By [Signature]

Dated: 10/4/78

TOWN OF EMERYVILLE

By [Signature]

Dated: 11-28-78

CITY OF OAKLAND

By [Signature]

Dated: _____

CITY OF PIEDMONT

By [Signature]

Dated: Nov. 1, 1978

STEAGE SANITARY DISTRICT

By [Signature]

Dated: 9-15-78

EAST BAY MUNICIPAL UTILITY DISTRICT

By [Signature]

Dated: 2-13-79