

**SECOND AMENDED AND RESTATED
MEMORANDUM OF AGREEMENT
WESTERN 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A Memorandum of Agreement was originally made and executed on August 25th, 2008, by and between the City of Mountain View; City of Palo Alto; City of Redwood City; City of San Jose; the Delta Diablo Sanitation District (“DDSD”); North Coast County Water District; Santa Clara Valley Water District (“Participating Agencies”), and the Bay Area Clean Water Agencies (“BACWA”). This Memorandum of Agreement provides for the addition of new parties to the agreement upon the approval of a majority of the Participating Agencies and execution of the membership addendum.

The Participating Agencies and BACWA executed the first Amended and Restated Memorandum of Agreement, effective June 30, 2011, which created a new category of parties to this Restated Agreement called Associate Participants; allowed investor owned water utilities regulated by the California Public Utilities Commission to become Participating Agencies and/or Associate Participants; shared costs for the Lead Agency’s administrative expenses incurred to provide services for BARWC; and revised the cost sharing formula for Participating Agency costs for federal advocacy.

The Participating Agencies now desire to amend and restate the June 30, 2011 First Amended and Restated Memorandum of Agreement by entering into this Second Amended and Restated Memorandum of Agreement effective December 30, 2012 (“Restated Agreement”), which expands eligibility to public agencies and Investor-Owned Water Utilities located in the western United States; and changes the coalition name from Bay Area Recycled Water Coalition (BARWC) to Western Recycled Water Coalition (WRWC).

It is the intent of the Parties that this Restated Agreement replace the First Amended and Restated Memorandum of Agreement that became effective on June 30, 2011.

RECITALS

1. WHEREAS, Title XVI of Public Law 102-575, also known as the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992 (“Title XVI”) 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, Title XVI 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, Title XVI 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, Senate Bill 2739, The Consolidated Natural Resources Act of 2008, was signed into Public Law 110-229 on May 8, 2008; and
12. WHEREAS, Participating Agencies desire to continue efforts to obtain necessary legislation authorizing federal funding for Bay Area recycled water projects; and
13. WHEREAS, Participating Agencies desire to collaborate in efforts to promote legislation to appropriate federal funding for authorized projects and for other WRWC projects that may be authorized in the future.
14. WHEREAS, Participating Agencies desire to expand membership eligibility beyond the nine-county Bay Area and change the coalition name to reflect this expansion.

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 or comparable State regulatory agency if outside California 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 WRWC’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 WRWC 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.
6. 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, or comparable State regulatory agency if outside California, that both: (i) has a recycled water project(s) authorized through Title XVI 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.
7. Parties: All current and future Participating Agencies and Associate Participants.
8. Western United States: Refers to the seventeen western states covered by the Title XVI Water Reclamation and Reuse Program.

II. ELIGIBILITY TO BECOME A PARTY TO THIS RESTATED AGREEMENT

1. Any public agency or Investor Owned Water Utility in the western United States 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 should be approved on or before November 30 in order to be effective for the forthcoming calendar year; however, an agency or investor owned water utility may become a Participating Agency after November 30 or during the effective calendar year if approved by the majority of Participating Agencies.
2. Any public agency or Investor Owned Water Utility in the western United States 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 should be approved on or before November 30 in order to be effective for the forthcoming calendar year.

3. A Participating Agency or an Associate Participant may convert to a different party status for the forthcoming calendar year 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 December 15 in order to be effective for the forthcoming calendar year. Per Section VI(4), a Participating Agency that desires to change its party status to an Associate Participant during the effective calendar year shall not be entitled to any refund of their Advocacy Cost Share for that calendar year.

III. PARTICIPATION AND ROLES IN FEDERAL LEGISLATIVE EFFORTS

1. The Participating Agencies hereby agree that the Lead Agency may be the legal authority to represent Participating Agencies in pursuit of the Title XVI appropriations 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 the Lead Agency may be listed as the entity submitting the authorization and appropriation requests to members of Congress and that 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. Any documents 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 funding agreements with the Participating Agencies for reimbursement of all eligible costs of the projects designated in the Appropriation 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 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. The Lead Agency shall not 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 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 Recycled Water Coalition approach. Each Participating Agency will request its House of Representative member(s) to place the WRWC 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. By 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 services. 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

By December 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 west where the project sponsor is a Participating Agency. It is the Coalition's intent that this list be created a few months prior to the start of a new calendar year, as it cannot be assured that projects can be added or revisions made following authorization bill introduction. However, project additions or revisions to a draft or introduced authorization bill may be sought during the legislative session if approved by a majority of the Participating agencies.

V. DETERMINATION OF PROJECTS FOR APPROPRIATION REQUESTS

1. By December 30 of each calendar year, Participating Agencies will 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 Title XVI, 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. By December 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 called 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 invoice the costs to the Participating Agencies and Associate Participants on an annual basis, around the beginning of the calendar year. Payment is due within thirty days of the date of the invoice.
2. On or around September 30 of each calendar year, the Lead Agency will submit a budget for Lead Agency Administrative Costs for the next calendar year. On or around October 30 of each calendar year, Participating Agencies will approve the final budget amount for these administrative costs. Participating Agencies 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. On or around November 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. On or around November 30 of each year, Participating Agencies will approve the total amounts to be spent on Advocacy Costs for the next calendar year. Participating Agencies 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. This calculates a percent of the Advocacy cost share for a project, such that projects seeking a higher Federal share pay proportionally more of the Federal Advocacy Cost. 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. On or around December 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. On or around December 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 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 the Lead Agency to serve as the legal entity to request amendments to Title XVI for the authorized projects.
2. When a federal appropriation is made, in accordance with the Appropriation Request List, the Lead Agency 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 shall inform USBR of the percentage shares.
3. Neither the Lead Agency nor any Participating Agency shall have any responsibility or liability for any other Participating Agency's performance of its obligations pursuant to its individual project agreement with the USBR. Each Participating Agency that receives a federal appropriation agrees to hold harmless the Lead Agency 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. The Participating Agencies are not required to accept the USBR proposed agreement terms. 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 thirty (30) 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. PARTY CONTACTS

For each Participating Agency and each Associate Participant, a contact person is identified. 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 Party to the contact person. Upon written notice of the change of a Party's contact person, the Lead Agency may update the list of party contacts and circulate a copy of the list to all Parties. Contact persons of the Parties as of December 30, 2012 are provided in Attachment 4.

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. Termination does not entitle a Party to a refund of its cost share.

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.

XIV. EFFECTIVENESS

Upon execution by the existing Parties, this Restated Agreement shall be deemed effective as of the date first set forth above, except that execution by an existing Party that terminates membership is not required in order for this Restated Agreement to become effective as to the other Parties.

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

PARTIES:

City of Mountain View:

Daniel H. Rich, City Manager

City of Palo Alto:

James Keene, City Manager

City of Redwood City:

Robert Bell, City Manager

ATTY/AGR/2013.002/BACWA MOA 2ND AMENDED RESTATED 12-12-12
REV: 01-14-13 MLG

City of San Jose:

Debra Figone, City Manager

Delta Diablo Sanitation District (DDSD):

Gary W. Darling, General Manager

Santa Clara Valley Water District:

Beau Goldie, Chief Executive Officer

Central Contra Costa Sanitary District:

Curtis W. Swanson, Provisional General Manager

Dublin San Ramon Services District:

Bert Michalczyk, General Manager

Ironhouse Sanitary District:

Thomas Williams, General Manager

City of Hayward:

Frances David, City Manager

City Pleasanton:

Nelson Fialho, City Manager

Town of Yountville

Steven Rogers , Town Manager

City of Sunnyvale

Gary Luebbers, City Manager

San Jose Water Company

Craig S. Giordano, Chief Engineer

Zone 7 Water Agency:

G.F. (Jill) Duerig, General Manager

- Attachment 1 - Participating Agency Addendum
- Attachment 2 - Associate Participant Addendum
- Attachment 3 - Change of Party Status Addendum
- Attachment 4 – Entity Contacts
- Attachment 5 – New Participating Agencies Approved by Vote for 2013

ATTACHMENT 1
PARTICIPATING AGENCY ADDENDUM

This Addendum to the Second Amended and Restated Memorandum of Agreement for the Western Recycled Water Coalition (WRWC) 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.

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 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.

The contact person and notice address for the Agency are:

(Name of Agency)

Date _____

By: _____
(title)

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 Second Amended and Restated Memorandum of Agreement for the Western Recycled Water Coalition (WRWC) 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 WRWC.

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 Second Amended and Restated Addendum to the Memorandum of Agreement for the Western Recycled Water Coalition (WRWC) 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 WRWC.

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:

(Name of Agency)

Date _____

By: _____
(title)

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

By: _____, Attorney for PARTICIPATING AGENCY

ATTACHMENT 4

ENTITY CONTACTS

City of Hayward
Alex Ameri, Director of Public Works-Utilities and Environmental Services
777 B Street
Hayward, CA 94541

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
Nicolas Procos
250 Hamilton Avenue
Palo Alto, CA 94301

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

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
David Tucker
c/o City of San Jose Municipal Water System
3025 Tuers Road
San Jose CA 95121

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

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

San Jose Water Company
Craig S. Giordano
1265 South Bascom Avenue
San Jose, CA 95128

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

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

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

ATTACHMENT 5

NEW PARTICIPATING AGENCIES APPROVED BY VOTE IN 2012 FOR CALENDAR YEAR 2013

During the drafting of this Restated Agreement in late 2012, the existing Participating Agencies approved by vote the addition of the following three new Participating Agencies for 2013:

1. City of Brentwood
2. City of Fresno
3. North Valley Regional Recycled Water Program, consisting of the City of Modesto, City of Turlock, City of Ceres, and Del Puerto Water District.

These new WRWC members will become Participating Agencies and Parties to this Restated Agreement following their execution of the Participating Agency Addendum provided as Attachment 1.