



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Gold-Level of Governance



PLATINUM LEVEL

President – Ashley Porter • Vice-President – Michael Callahan • Director – Kevin Graves • Director – Bryon Gutow • Director – Carolyn Graham

**NOTICE OF THE REGULAR MEETING
OF THE STANDING INTERNAL OPERATIONS COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Wednesday, February 1, 2023
3:30 P.M. – 4:30 P.M.**

**NOTICE
Coronavirus COVID-19**

In response to the current proclaimed State of Emergency, indoor masking recommendations, and recommended measures to promote social distancing imposed by State and local officials, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting by Zoom Webinar (if available) or in person.

TO ATTEND IN PERSON: The meeting will be held at the Community Center located at 1601 Discovery Bay Boulevard.

TO ATTEND BY ZOOM WEBINAR: <https://us06web.zoom.us/j/87646214722>

TO ATTEND BY PHONE: 1+(669) 444-9171 or 1+(719) 359-4580 **WEBINAR ID:** 876 4621 4722

Download the Agenda Packet and Materials at www.todb.ca.gov

Internal Operations Committee Members

Michael Callahan
Kevin Graves

A. ROLL CALL

1. Call business meeting to order 3:30 p.m.
2. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Committee on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Committee for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Committee and the commenter as the law strictly limits the ability of Committee members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Committee only. Any clarifying questions from the Committee must go through the Chair. Comments from the public do not necessarily reflect the viewpoint of the Committee members.

C. DRAFT MINUTES TO BE APPROVED

1. Approve DRAFT minutes of December 7, 2022, Internal Operations Committee Meeting.

D. PRESENTATIONS

E. DISCUSSION ITEMS

1. Discussion Regarding Establishing Chair and Vice-Chair.
2. Discussion Regarding Draft Vehicle Use Policy.
3. Discussion Regarding East County Water Management Agreement.

F. FUTURE DISCUSSION/AGENDA ITEMS

G. ADJOURNMENT

1. Adjourn to the next Standing Internal Operations Committee meeting on April 5, 2023, at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY
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 SDLF Gold-Level of Governance



PLATINUM LEVEL

President – Kevin Graves • Vice-President – Ashley Porter • Director – Bryon Gutow • Director – Michael Callahan • Director – Carolyn Graham

**MINUTES OF THE REGULAR MEETING
 OF THE STANDING INTERNAL OPERATIONS COMMITTEE
 OF THE TOWN OF DISCOVERY BAY
 Wednesday, December 7, 2022
 3:30 P.M. – 4:30 P.M.**

NOTICE
Coronavirus COVID-19

Internal Operations Committee Members
 Chair Michael Callahan
 Vice-Chair Carolyn Graham

A. ROLL CALL

1. Meeting called to order 3:30 p.m.
2. Roll Call was taken and all members were present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

C. DRAFT MINUTES TO BE APPROVED

1. Approve DRAFT minutes of October 5, 2022, Internal Operations Committee Meeting.

Vice-Chair Graham made a Motion to Approve the October 5, 2022, Draft Minutes.
 Chair Callahan second.

Vote: Motion Carried – AYES: 2, NOES: 0, ABSTAINED: 0, ABSENT: 0

D. PRESENTATIONS

None.

E. DISCUSSION ITEMS

1. Discuss ADA Accessibility Statement.

Presented by General Manager, Dina Breistein.

- Staff would like to post an ADA Accessibility Statement on the Town website for those who are hearing, speech, or visually impaired.
- Staff will work with legal counsel on a final draft of the ADA Accessibility Statement.

Committee agrees to have Staff move forward with the ADA Accessibility Statement.

F. FUTURE DISCUSSION/AGENDA ITEMS

None.

G. ADJOURNMENT

1. Adjourned at 3:35p.m. to the next Standing Internal Operations Committee meeting on February 1, 2023, at the Community Center located at 1601 Discovery Bay Boulevard.

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Town of Discovery Bay

Program Area: Administrative	Policy Name: Vehicle Use Policy	Policy Number: 017
Date Established: March 20, 2013	Date Amended: N/A	Resolution: 2013-06

I. PURPOSE

This policy establishes procedures regarding the effective and economical usage of Town of Discovery Bay owned and privately owned vehicles operated during the course of District business. Use of District owned vehicles shall be relied upon as the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection, and insurance.

II. AUTHORITY

This has been approved by the District for use in matters regarding the use of all vehicles operated during the course of District business. ~~This policy does not apply to commercial motor vehicles.~~

III. ASSIGNMENT OF RESPONSIBILITY

- A. The General Manager, ~~or Designee~~, shall maintain a list of all employees who may be required to drive District owned or privately owned vehicles on District business. The General Manager shall also be responsible for overseeing the implementation of necessary driver training programs and ensuring that employees who require such training are in attendance.
- B. The General Manager, ~~or Designee~~ shall coordinate all required training and maintain related records. Additionally, the General Manager shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. The General Manager shall also receive and record Department of Motor Vehicles Pull Notice reports, and act accordingly if additional training is necessary.
- C. The General Manager, ~~or Designee~~ shall review all accidents to determine whether an accident was preventable or non-preventable, and to make any necessary disciplinary recommendations.
- D. Supervisors shall routinely monitor the driving of each employee during the course of performing the employee's job-related driving responsibilities. Supervisors shall also perform necessary accident reporting requirements as stated in Section X.
- E. All District employees shall promptly provide insurance and driver license information when notified that their job duties include driving either a District owned or privately owned vehicle. Employees are to comply with all training and other reporting requirements of this policy.

IV. DEFINITIONS

- A. Preventable Accident: the vehicle operator failed to do everything reasonably possible to prevent the accident.
- B. Non-Preventable Accident: the vehicle operator did everything reasonably possible to prevent the accident.
- C. District Owned Vehicle: any vehicle owned by the District, and assigned on a shared, designated, or permanent basis.

- D. Privately Owned Vehicle: any personally owned vehicle used by an employee, whether owned by the employee or not.
- E. Vehicle Operator: any employee who is either operating a District owned vehicle or is operating a personally owned vehicle on District business.
- F. District Business: activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, District business also means that the operator is being reimbursed for mileage expenses according to Internal Revenue Service guidelines and the District's Travel Reimbursement Policy.

V. VEHICLE TYPES AND USE

A. Use of District Owned Vehicles

- 1. District owned vehicles fall into the following three categories, and have restrictions based upon type and use:
 - a. Vehicles that are kept overnight at District facilities, and are assigned for use on a shared or designated basis during the course of daily District business. Personal use is expressly prohibited.
 - b.** Vehicles that are assigned to managers on a permanent basis, and used for daily commuting to and from the District. According to the Internal Revenue Service, commuting to and from work and any other incidental personal usage is not considered official use, and shall be reported as taxable income. Employees authorized under this section are expressly prohibited from using the assigned vehicle solely for personal use. Employees may make reasonable, but limited personal use stops before and after assigned work shifts while traveling to and from work. ~~Only With the approval of the General Manager,~~ employees who live in the Town of Discovery Bay and are assigned a District owned vehicle ~~shall may~~ be allowed take the assigned vehicle home on a daily basis. ~~Exceptions may be made on a case by case basis and with the prior approval of the General Manager.~~
 - b.c.** Vehicles that are designed for emergency or on-call use, and authorized for use to and from work in order to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after assigned work shifts while traveling to and from work.
- 2. Only District employees are authorized to operate District owned vehicles. For purposes of this section, members of the Board of Director's are not considered District Employees.
- 3. District owned vehicles are for transporting only those employees whose duties require the use of a motor vehicle, and such other persons whose business activities are important to District interests.
- 4. Under no circumstances shall family members or friends be transported in District owned vehicles, including those that are authorized for use commuting to and from the District or designated for emergency or on-call use. Limited exceptions may be authorized in writing by the General Manager on a case by case basis.
- 5. Employees who have a District owned vehicle permanently assigned to them and/or District owned vehicles assigned for use within their department are responsible for ensuring that only those persons with a valid driver's license and on official District business are allowed the use of the District owned vehicle.

B. Use of Privately Owned Vehicles

There are times in which the use of an employee's personal vehicle is preferable because either a

District owned vehicle is not available or because the use of a privately owned vehicle is deemed more efficient. When such is the case, the following shall be applied:

1. An employee may use his/her privately owned vehicle when the employee has transportation needs for District business and upon written authorization by his/her supervisor.
2. Employees who regularly use their own privately owned vehicles on District business must notify their insurance company of such use **and add the District as an additional insured.**
3. It is the responsibility of the individual utilizing his/her privately owned vehicle to maintain accurate records of the purpose and extent of his/her travel, and to make substantiated claims for reimbursement per the District's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the employee's cost of operating the vehicle on District business, including the cost of insurance. Further, all operating expenses of the privately owned vehicles are to be borne by the employee. This includes, but is not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance. The acceptable methods of verifying mileage reimbursements shall be noted for each point-to-point trip segment. To calculate these distances the use of Yahoo! Maps, MapQuest, or Google Maps.
4. The District is not liable for any damage to an employee's privately owned vehicle, unless caused by the District's negligence (employee's negligence excepted). It is the responsibility of the employee operating the vehicle to notify his/her immediate supervisor, the Department of Motor Vehicles, and the employee's insurance company in the case of any accident. ~~If an employee is responsible for an accident either while driving a District owned or personally owned vehicle, his/her own automobile insurance premiums may be increased.~~

VI. DRIVER TRAINING

Those employees who drive District owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions.

- A. New employees shall complete a defensive driver training at the first available course date after the commencement of employment. Instruction shall also be provided to make certain that such employees are familiar with this policy.
- B. Current employees who change assignments to include driving a District owned vehicle are similarly required to complete the provisions as stated in this section.
- C. All employees who are required to participate in defensive driver training **shall** ~~should~~ be required to repeat such training at least once every three years.

VII. GENERAL GUIDELINES

- A. Employees shall obey all Federal, State and local laws while operating either District owned pool or privately owned vehicles on official District business.
- B. It is the responsibility of the employee operating either a District owned or privately owned vehicle to ensure that all persons in the vehicle use seat belts and have them properly adjusted before **starting the engine of** ~~operating~~ the vehicle.
- C. When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.

- D. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating.
- ~~E. Any injuries sustained by the vehicle operator or other employees while operating a vehicle on District business shall be covered by workers' compensation.~~
- F.E. When the vehicle operator is determined to be involved in a preventable accident, the employee's manager shall recommend disciplinary action subject to review and approval by the General Manager.
- G.F. Alcoholic beverages and ~~illegal~~ drugs shall not be transported or placed in any District ~~owned pool~~ or privately owned vehicle ~~when engaged in District business~~.
- H.G. At no time shall smoking be allowed in any District owned vehicle or rental vehicle while that rental vehicle is being used on District Business.
- H.H. Any employee who operates a District owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle.
1. Before operating the vehicle and at least once a day, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, brake lights and windshield washers are functioning properly.
 2. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor for scheduling of repairs.
 3. No employee shall operate a District owned vehicle found to be in an unsafe condition.

VIII. USE OF ELECTRONIC DEVICES

Employees shall refrain from operating cellular telephones, laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a District owned or privately owned vehicle in the course of conducting District business. Employees shall make every attempt to properly park their vehicle or use a hands-free device when using such equipment.

IX. RENTAL VEHICLES

When it is necessary for a District employee to use a rental vehicle for District business, the employee shall utilize every reasonable effort to obtain the lowest possible rate for the time of use. Optional loss damage coverage should be purchased from the rental agency at the time the vehicle is rented.

X. ACCIDENT REPORTING REQUIREMENTS

Any accident involving a District owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of District duties shall be reported as follows:

- A. The vehicle operator shall summon medical care for any injured parties.
- B. The vehicle operator shall notify appropriate law enforcement agencies.
- C. The vehicle operator shall collect information about the other parties involved by completing the "Accident Kit" located in the District owned vehicle's glove box or obtained from the general Manager, or Designee.
- D. The vehicle operator shall notify his/her supervisor ~~as soon as practical~~. The supervisor shall be responsible for initiating the departmental investigation of the accident, completing all required District reports and recommend action to the General Manager.
- E. The supervisor shall notify the General Manager.
- F. The vehicle operator must report the accident to the DMV if more than ~~\$750~~ ~~\$1000~~ in damage was

done to the property of any person or District, or anyone was injured (no matter how slightly) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.

XI. INSURANCE

Proof of insurance is required before any privately owned vehicle can be authorized for District business, and shall be provided to the General Manager, or Designee annually thereafter, no later than thirty (30) days after the policy renewal date.

A. Insurance Requirements

1. Employees who receive a monthly vehicle allowance shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$100,000 per occurrence.
2. Employees that do not receive a monthly vehicle allowance and are authorized to use privately owned vehicles on District business shall maintain minimum coverage in an amount not less than \$50,000 per person/\$100,000 per occurrence (or a combined single limit of \$100,000) and property damage coverage in an amount not less than \$50,000 per occurrence.

B. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.

C. ~~The District shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.~~

D.C. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.

E.D. If insurance coverage is canceled, terminated, lapsed, or for any other reason curtailed, the immediate supervisor must be notified by the employee and the vehicle shall not be used for District service.

F.E. When an employee operating a District owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the Special District Risk Management Agency (SDRMA), to the maximum protection limit. If an employee operating a District owned vehicle is sued independently as a result of an at-fault accident, the SDRMA may provide coverage to that employee if the accident qualifies as a covered occurrence.

G.F. Should an employee using his/her privately owned vehicle on District business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's liability insurance coverage, the SDRMA liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

XII. DRIVER'S LICENSE

- A. All District employees authorized to use District owned or privately owned vehicles on District business must possess a valid California driver's license and provide proof of licensing upon hire.
- B. All District employees must maintain a driver's license appropriate for the class of vehicle to be driven.

- C. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any District owned or privately owned vehicles on District business.

D. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate District or privately owned vehicles in the performance of official District duties, unless approved by the General Manager or designee.

XIII. REVIEW OF DRIVING RECORD

- A. The District shall enroll employees that operate District owned or privately owned vehicles on District business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the District.
- B. In compliance with Vehicle Code Section 1808.47, all information received from the DMV shall be used solely for the intended purpose, and kept in locked storage. Under no circumstances shall addresses or other information be given to a third party.
- C. An employee who has an accumulation of four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have District driving privileges suspended at the discretion of the General Manager.
- D. Any employee involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned to him/her by the DMV in connection with citations and/or vehicular accidents.
- E. Employees involved in additional preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity of which will be determined by the nature of the offense and the employee's past driving and disciplinary action records.
- F. An employee who has been determined to be involved in two or more preventable accidents within a 36 month period while operating a District owned or privately owned vehicle in the performance of official District business shall be subject to disciplinary action up to and including suspension of District driving privileges, or termination.
- G. Any conviction resulting from driving while under the influence of drugs or alcohol (DUI) or refusal to submit to a lawful roadside sobriety test shall result in disciplinary action up to and including suspension of District driving privileges.
- H. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of the employee's driving privileges, and is grounds for further disciplinary action.
- I. Temporary or permanent suspension of District driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
- J. If an employee has District driving privileges suspended, the District shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the District or coworkers, loss of District driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

XIV. VEHICLES USED FOR COOLING OR WARMING

District vehicles may be used as a cooling or warming station during an extreme weather condition. This shall not be done when a running vehicle is garaged or in an enclosed environment that could inhibit the open air dispersion of exhaust fumes/carbon monoxide.

XV. SECURITY

Employees are required to take reasonable steps to keep District vehicles and their contents secure from theft and vandalism. Vehicles and equipment should be kept locked when unattended. Keys shall not be left in unattended vehicles.

XVI. WASTE

A. District vehicles shall be operated in such a manner as to avoid damage and unreasonable wear and tear to the vehicle's systems, parts, and components. Unsafe braking, parking, speeding, turning, backing, and curb jumping shall be avoided unless absolutely necessary.

B. Unless reasonable by circumstances existing at the time, a District vehicle shall not be left unattended while the engine is running. Employees shall take reasonable steps to avoid the needless consumption of fuel.

XIV.XVII. ACKNOWLEDGEMENT

Upon receipt of this policy, each employee shall sign a form acknowledging that he/she is aware of this policy, including the legal issues arising out of the use of his/her privately owned vehicle on District business.

XV.XVIII. REFERENCES

Vehicle Code Sections 464, 1808.47, 12810, 16056, 27315
Insurance Code §11580.9

EMPLOYEE ACKNOWLEDGEMENT OF VEHICLE USAGE POLICY

This is to acknowledge that I have received a copy of the Town of Discovery Bay's Vehicle Usage Policy and that I have read the policy and understand my rights and obligations under the Policy.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the District retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining another person's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME _____

SIGNED _____

DATE _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)



Town of Discovery Bay

Program Area:

Administrative

Policy Name:

Vehicle Use Policy

Policy Number:

017

Date Established:

Draft February 2023

Date Amended:

N/A

Resolution:

Draft

I. PURPOSE

This policy establishes procedures regarding the effective and economical usage of Town of Discovery Bay owned and privately owned vehicles operated during the course of District business. Use of District owned vehicles shall be relied upon as the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection, and insurance.

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- B. The General Manager, or Designee shall coordinate all required training and maintain related records. Additionally, the General Manager shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. The General Manager shall also receive and record Department of Motor Vehicles Pull Notice reports, and act accordingly if additional training is necessary.
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IV. DEFINITIONS

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or permanent basis.

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 - c. Vehicles that are designed for emergency or on-call use, and authorized for use to and from work in order to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after assigned work shifts while traveling to and from work.
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3. District owned vehicles are for transporting only those employees whose duties require the use of a motor vehicle, and such other persons whose business activities are important to District interests.
4. Under no circumstances shall family members or friends be transported in District owned vehicles, including those that are authorized for use commuting to and from the District or designated for emergency or on-call use. Limited exceptions may be authorized in writing by the General Manager on a case by case basis.
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There are times in which the use of an employee's personal vehicle is preferable because either a District owned vehicle is not available or because the use of a privately owned vehicle is deemed more efficient. When such is the case, the following shall be applied:

1. An employee may use his/her privately owned vehicle when the employee has transportation needs for District business and upon written authorization by his/her supervisor.
2. Employees who regularly use their own privately owned vehicles on District business must notify their insurance company of such use and add the District as an additional insured.
3. It is the responsibility of the individual utilizing his/her privately owned vehicle to maintain accurate records of the purpose and extent of his/her travel, and to make substantiated claims for reimbursement per the District's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the employee's cost of operating the vehicle on District business, including the cost of insurance. Further, all operating expenses of the privately owned vehicles are to be borne by the employee. This includes, but is not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance. The acceptable methods of verifying mileage reimbursements shall be noted for each point-to-point trip segment. To calculate these distances the use of Yahoo! Maps, MapQuest, or Google Maps.
4. The District is not liable for any damage to an employee's privately owned vehicle, unless caused by the District's negligence (employee's negligence excepted). It is the responsibility of the employee operating the vehicle to notify his/her immediate supervisor, the Department of Motor Vehicles, and the employee's insurance company in the case of any accident.

VI. DRIVER TRAINING

Those employees who drive District owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions.

- A. New employees shall complete a defensive driver training at the first available course date after the commencement of employment. Instruction shall also be provided to make certain that such employees are familiar with this policy.
- B. Current employees who change assignments to include driving a District owned vehicle are similarly required to complete the provisions as stated in this section.
- C. All employees who are required to participate in defensive driver training should be required to repeat such training at least once every three years.

VII. GENERAL GUIDELINES

- A. Employees shall obey all Federal, State and local laws while operating either District owned pool or privately owned vehicles on official District business.
- B. It is the responsibility of the employee operating either a District owned or privately owned vehicle to ensure that all persons in the vehicle use seat belts and have them properly adjusted before operating the vehicle.
- C. When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.

- D. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating.
- E. When the vehicle operator is determined to be involved in a preventable accident, the employee's manager shall recommend disciplinary action subject to review and approval by the General Manager.
- F. Alcoholic beverages and illegal drugs shall not be transported or placed in any District or privately owned vehicle when engaged in District business.
- G. At no time shall smoking be allowed in any District owned vehicle or rental vehicle while that rental vehicle is being used on District Business.
- H. Any employee who operates a District owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle.
 - 1. Before operating the vehicle and at least once a day, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, brake lights and windshield washers are functioning properly.
 - 2. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor for scheduling of repairs.
 - 3. No employee shall operate a District owned vehicle found to be in an unsafe condition.

VIII. USE OF ELECTRONIC DEVICES

Employees shall refrain from operating cellular telephones, laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a District owned or privately owned vehicle in the course of conducting District business. Employees shall make every attempt to properly park their vehicle or use a hands-free device when using such equipment.

IX. RENTAL VEHICLES

When it is necessary for a District employee to use a rental vehicle for District business, the employee shall utilize every reasonable effort to obtain the lowest possible rate for the time of use. Optional loss damage coverage should be purchased from the rental agency at the time the vehicle is rented.

X. ACCIDENT REPORTING REQUIREMENTS

Any accident involving a District owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of District duties shall be reported as follows:

- A. The vehicle operator shall summon medical care for any injured parties.
- B. The vehicle operator shall notify appropriate law enforcement agencies.
- C. The vehicle operator shall collect information about the other parties involved by completing the "Accident Kit" located in the District owned vehicle's glove box or obtained from the general Manager, or Designee.
- D. The vehicle operator shall notify his/her supervisor as soon as practical. The supervisor shall be responsible for initiating the departmental investigation of the accident, completing all required District reports and recommend action to the General Manager.
- E. The supervisor shall notify the General Manager.
- F. The vehicle operator must report the accident to the DMV if more than \$1000 in damage was done to the property of any person or District, or anyone was injured (no matter how slightly) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the

accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.

XI. INSURANCE

Proof of insurance is required before any privately owned vehicle can be authorized for District business, and shall be provided to the General Manager, or Designee annually thereafter, no later than thirty (30) days after the policy renewal date.

A. Insurance Requirements

1. Employees who receive a monthly vehicle allowance shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$100,000 per occurrence.
2. Employees that do not receive a monthly vehicle allowance and are authorized to use privately owned vehicles on District business shall maintain minimum coverage in an amount not less than \$50,000 per person/\$100,000 per occurrence (or a combined single limit of \$100,000) and property damage coverage in an amount not less than \$50,000 per occurrence.

B. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.

C. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.

D. If insurance coverage is canceled, terminated, lapsed, or for any other reason curtailed, the immediate supervisor must be notified by the employee and the vehicle shall not be used for District service.

E. When an employee operating a District owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the Special District Risk Management Agency (SDRMA), to the maximum protection limit. If an employee operating a District owned vehicle is sued independently as a result of an at-fault accident, the SDRMA may provide coverage to that employee if the accident qualifies as a covered occurrence.

F. Should an employee using his/her privately owned vehicle on District business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's liability insurance coverage, the SDRMA liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

XII. DRIVER'S LICENSE

A. All District employees authorized to use District owned or privately owned vehicles on District business must possess a valid California driver's license and provide proof of licensing upon hire.

B. All District employees must maintain a driver's license appropriate for the class of vehicle to be driven.

C. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any District owned or privately owned vehicles on District business.

- D. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate District or privately owned vehicles in the performance of official District duties, unless approved by the General Manager or designee.

XIII. REVIEW OF DRIVING RECORD

- A. The District shall enroll employees that operate District owned or privately owned vehicles on District business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the District.
- B. In compliance with Vehicle Code Section 1808.47, all information received from the DMV shall be used solely for the intended purpose, and kept in locked storage. Under no circumstances shall addresses or other information be given to a third party.
- C. An employee who has an accumulation of four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have District driving privileges suspended at the discretion of the General Manager.
- D. Any employee involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned to him/her by the DMV in connection with citations and/or vehicular accidents.
- E. Employees involved in additional preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity of which will be determined by the nature of the offense and the employee's past driving and disciplinary action records.
- F. An employee who has been determined to be involved in two or more preventable accidents within a 36 month period while operating a District owned or privately owned vehicle in the performance of official District business shall be subject to disciplinary action up to and including suspension of District driving privileges, or termination.
- G. Any conviction resulting from driving while under the influence of drugs or alcohol (DUI) or refusal to submit to a lawful roadside sobriety test shall result in disciplinary action up to and including suspension of District driving privileges.
- H. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of the employee's driving privileges, and is grounds for further disciplinary action.
- I. Temporary or permanent suspension of District driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
- J. If an employee has District driving privileges suspended, the District shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the District or coworkers, loss of District driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

XIV. VEHICLES USED FOR COOLING OR WARMING

District vehicles may be used as a cooling or warming station during an extreme weather condition. This shall not be done when a running vehicle is garaged or in an enclosed environment that could inhibit the open air dispersion of exhaust fumes/carbon monoxide.

XV. SECURITY

Employees are required to take reasonable steps to keep District vehicles and their contents secure from theft and vandalism. Vehicles and equipment should be kept locked when unattended. Keys shall not be

left in unattended vehicles.

XVI. WASTE

- A.** District vehicles shall be operated in such a manner as to avoid damage and unreasonable wear and tear to the vehicle's systems, parts, and components. Unsafe braking, parking, speeding, turning, backing, and curb jumping shall be avoided unless absolutely necessary.
- B.** Unless reasonable by circumstances existing at the time, a District vehicle shall not be left unattended while the engine is running. Employees shall take reasonable steps to avoid the needless consumption of fuel.

XVII. ACKNOWLEDGEMENT

Upon receipt of this policy, each employee shall sign a form acknowledging that he/she is aware of this policy, including the legal issues arising out of the use of his/her privately owned vehicle on District business.

XVIII. REFERENCES

Vehicle Code Sections 464, 1808.47, 12810, 16056, 27315
Insurance Code §11580.9

EMPLOYEE ACKNOWLEDGEMENT OF VEHICLE USAGE POLICY

This is to acknowledge that I have received a copy of the Town of Discovery Bay's Vehicle Usage Policy and that I have read the policy and understand my rights and obligations under the Policy.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the District retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining another person's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME _____

SIGNED _____

DATE _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

This is Amendment No. 2 to the East County Water Management Association Agreement ("ECWMA Agreement") dated March 20, 1997, by and among the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District, Contra Costa Water District, and East Contra Costa County Habitat Conservancy (collectively, "parties" or "member agencies"). Amendment No. 1 was entered into by the parties on October 28, 2010. All of the parties to the ECWMA Agreement and Amendment No. 1 are also parties to this Amendment No. 2.

RECITALS

A. The purpose of this Amendment No. 2 is to: 1) add the Bethel Island Municipal Improvement District as a party to the ECWMA Agreement; +2) amend ECWMA's administrative procedures; and -23) provide a procedure for adding new members; and 4) authorize the Managers of the member agencies to vote on behalf of the member agency in the absence of the Governing Board Representative.

AGREEMENT

1. Effective Date. The Effective Date of this Amendment No. 2 is January 7, 2021.

2. Parties as of Effective Date. As of the Effective Date of this Amendment No. 2, the parties to the ECWMA Agreement are the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District, Contra Costa Water District, ~~and~~ East Contra Costa County Habitat Conservancy, and Bethel Island Municipal Improvement District.

3. Section 3 of the ECWMA Agreement, "**Governing Board Representatives (GBR)**" is amended to incorporate the following *italicized* additions:

3. **Governing Board Representatives (GBR)**. The ECWMA shall be governed and operated by the GBR which shall be comprised of one elected official representative from each member agency. The governing body of each member agency shall designate, and may replace, one of its members as its representative, on the GBR. No individual shall serve as the representative of more than two member agencies. Each agency shall have one vote on the GBR. All actions of the GBR shall require the affirmative vote of a majority of its members, *except for the addition of new members, which requires unanimous approval. If a GBR for a member agency is not present at a meeting, the designated Manager shall vote on behalf of the agency.*

The GBR shall provide policy guidance in the implementation of the purposes of the ECWMA and authorize disbursement of funds in accordance with this Agreement.

The GBR shall choose a regular meeting date and shall meet at least semi-annually.

The GBR shall appoint one of its members as the Chair and one as Vice-Chair. The Chair or any three members of the GBR may call a special meeting. A Secretary shall also be appointed by the GBR. The term of office for the Chair, Vice-chair and Secretary shall be for two years.

The GBR shall be authorized to hold a vote to add a new member agency(ies) to the ECWMA at both regular and special meetings. The following conditions must be met for a new member agency to be added to the ECWMA:

(1) Approval. The addition of a new member agency shall require the unanimous approval of the GBR members and an amendment to the ECWMA.

(2) Annual Deposit. Within 30 days of receiving the affirmative vote of the majority of the GBR members, the new member agency must

deposit \$500 with the Treasurer for the ECWMA. Thereafter, the member agency must deposit an additional \$500 by March 1 of each year as outlined in Section 6 of the ECWMA Agreement.

(3) Commencement of Membership. Within 90 days after the Treasurer for the ECWMA receives the newly approved member agency's initial \$500 deposit, an amendment to this Agreement acknowledging the added membership must be executed by the new member agency and all existing member agencies.

The meetings of the GBR shall be open to the public, noticed, and conducted in accordance with the Brown Act, Government Code Section 54950 et seq.

4. Section 5 of the ECWMA Agreement, "Administrative Procedures," is deleted in its entirety.
5. Entire Agreement. In the event of a conflict with the ECWMA Agreement or Amendment No. 1, the terms of this Amendment No. 2 shall prevail over anything to the contrary in the ECWMA Agreement or Amendment No. 1. In all other respects the ECWMA Agreement, Amendment No. 1, and this Amendment No. 2 will be the entire agreement among the parties construed together as one and the same agreement.
6. Effect. Except for the amendments agreed to herein, the above referenced ECWMA Agreement remains in full force and effect.
7. Counterparts: This Amendment 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 instrument.
8. Signatures: The following signatures attest each member agency's agreement hereto.

CITY OF ANTIOCH

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BRENTWOOD

By: _____

Name: _____

Title: _____

Date: _____

BYRON-BETHANY IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CONTRA COSTA COUNTY

By: _____

Name: _____

Title: _____

Date: _____

CONTRA COSTA WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DELTA DIABLO SANITATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DIABLO WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: _____

Name: _____

Title: _____

Date: _____

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

IRONHOUSE SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PITTSBURG

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

East County Water Management Association Agreement

Contract Number
Approved/Authorized
Executed

97-829
2/19/97
5/28/97

This Agreement is entered into this 26th day of June, 1997, by and between the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County Water Agency, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Contra Costa County Sanitation District 19, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitary District, and Contra Costa Water District. These eleven agencies are collectively referred to as the "member agencies."

PURPOSE:

The purpose of this Agreement is to establish an East County Water Management Association (ECWMA) to facilitate continued communication, cooperation and education between member agencies regarding matters affecting the existing and potential water supplies of eastern Contra Costa County, and to consider and guide the implementation of the recommendations of the ECWMA's Phase II Study Report in order to provide long-term water supplies and treatment facilities in a cost effective, reliable, implementable, and cooperative manner while maintaining institutional independence and customer satisfaction.

RECITALS:

1. The Contra Costa Water District, at the request of the Board of Supervisors, completed Phase I of the East County Water Supply Management Study, which provided a preliminary analysis of future water demands and potential water supplies for East Contra Costa County.
2. On March 13, 1995, the member agencies signed an agreement forming the ECWMA. Said Agreement terminated on November 21, 1996, and the remaining monies were subsequently refunded to the member agencies in accordance with that Agreement.
3. On November 21, 1996, prior to termination of the Agreement, the Governing Board Representatives of the ECWMA accepted the Phase II Report consisting of a detailed analysis of selected water service alternatives, including new infrastructure requirements, cost estimates, implementation requirements, and institutional issues.
4. The member agencies wish to cooperate in the implementation of the recommendations contained in the Phase II Report.

5. This Agreement provides a process for funding and reestablishment of the ECWMA.

AGREEMENT:

NOW, THEREFORE, the member agencies which are parties hereto set forth the following terms and provisions of their agreement.

1. **Recitals.** The recitals contained herein are an integral part of this Agreement.
2. **ECWMA Formed.** Subject to and in accordance with the terms of the Agreement, the member agencies hereby form the ECWMA.
3. **Governing Board Representatives (GBR).** The ECWMA shall be governed and operated by the GBR which shall be comprised of one elected official representative from each member agency. The governing body of each member agency shall designate, and may replace, one of its members as its representative, on the GBR. No individual shall serve as the representative of more than two member agencies. Each member agency shall have one vote on the GBR. All actions of the GBR shall require the affirmative vote of a majority of its members.

The GBR shall provide policy guidance in the implementation of the purposes of the ECWMA and authorize disbursement of funds in accordance with this Agreement.

The GBR shall choose a regular meeting date and shall meet at least semi-annually.

The GBR shall appoint one of its members as the Chair and one as Vice-Chair. The Chair or any three members of the GBR may call a special meeting. A Secretary shall also be appointed by the GBR. The term of office for the Chair, Vice-chair and Secretary shall be for two years.

The meetings of the GBR shall be open to the public, noticed, and conducted in accordance with the Brown Act, Government Code Section 54950 et seq.

4. **Joint Managers Committee (JMC).** The managers of each of the member agencies shall be members of the JMC of the ECWMA which shall have primary administrative responsibility for the implementation of the purposes of this Agreement. The term "Manager" means City Manager, County Administrator, or General Manager of each of the member agencies and their respective alternates designated by the member agency, or their designees. The JMC shall appoint one of its members as the Chair and one as Vice-chair. The term of office for the Chair and Vice-chair shall be two years. The JMC may act directly or through a subcommittee established by a majority of its members. Each member agency shall have one vote on the Committee. Meetings of the JMC shall be as determined by the JMC.

5. **Administrative Procedures.** The GBR shall adopt bylaws, rules for conduct of the meetings, and administrative procedures. The administrative procedures of a member agency may be adopted for the ECWMA by the GBR.

6. **ECWMA Financing.** Unless otherwise changed by a majority vote of the GBR, each member agency shall deposit annually (March 1) \$500 with the Director of Financial Services for the City of Antioch who shall serve as Treasurer for the ECWMA.

The Treasurer shall be the depository of and have custody of all funds of the ECWMA from whatever source. The Treasurer shall also perform all duties required to be performed by an auditor. The Treasurer shall:

- a. Receive and receipt all money of the ECWMA and place it in the treasury of the City to the credit of the ECWMA;
- b. Be responsible for the safekeeping and disbursement of all ECWMA money;
- c. Pay, when due, from ECWMA funds and upon the signature of the Chair or Vice-chair of the JMC, all sums payable by the ECWMA; and
- d. Report in writing to the JMC quarterly and semi-annually to the GBR the amount of receipts since the last report and the amount paid out since the last report.
- e. Invest ECWMA funds according to the policies and procedures of the Treasurer's agency. Interest derived from deposited funds shall remain in the ECWMA's account.

7. **Special Assessments.** Any additional assessments to cover the appropriate costs of the ECWMA above the amounts specified in Section 6 shall be as approved by the GBR and shall be paid within 45 days of such action. If a member agency's Governing Board Representative votes against undertaking a specific project, except for execution of responsibilities set forth in Section 6, other member agencies desiring to proceed with such project may do so collectively as long as the dissenting member agency is not responsible for costs of such project. Publishing and distribution of resulting documents, opinions, findings, and recommendations (collectively "reports") shall, unless all member agencies consent, be only on behalf of the consenting member agencies. Any reports issued by the association shall state that the reports do not necessarily represent the views of the governing bodies of the individual member agencies.

8. **Liability.** Each member agency agrees to indemnify and hold every other member agency to this Agreement, and their officers, agents and employees, free and harmless from any cost or liability imposed upon any other member agency, officers, agents, or employees arising out of any acts or omissions of its own officers, agents, or employees.

9. **Cooperation.** All the member agencies agree that their respective monetary contributions are an expression of an intent to cooperate towards the purpose of the ECWMA.

10. **Dissolution.** Upon dissolution of the ECWMA by a majority vote of the GBR, any remaining association funds shall be refunded to the member agencies in proportion to the amount contributed by each over the life of the Joint Association.

11. **Termination.** If a member agency, through its governing board, votes to terminate its participation in the ECWMA, that agency will no longer participate on the GBR or JMC. Deposits made theretofore will remain with the ECWMA.

12. **Amendment.** This Agreement may be amended only by a written agreement approved by a unanimous vote of the member agencies.

13. **Effective Date.** This Agreement shall become effective upon approval by eight member agencies.

14. **Notices.** Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given (1) when mailed, postage prepaid or faxed, or (2) delivered during working hours to the addresses and fax numbers set forth below for

each member agency. Each member agency that changes its address shall promptly provide notice of the changed address to the Chair of the JMC, which will be the current address of the member agency.

16. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by all parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch

By Mary Helen Rocha
Mary H. Rocha
Title Mayor

Date April 23, 1997

City of Brentwood

By _____
Title _____

Date _____

Byron-Bethany Irrigation District

By _____
Title _____

Date _____

Contra Costa County Water Agency

By _____
Title _____

Date _____

each member agency. Each member agency that changes its address shall promptly provide notice of the changed address to the Chair of the JMC, which will be the current address of the member agency.

16. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by all parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch _____

By _____

Title _____

Date _____

City of Brentwood

By Jay M. Corey

Title City Manager

Date 4.25.97

Byron-Bethany Irrigation District

By _____

Title _____

Date _____

Contra Costa County Water Agency

By _____

Title _____

Date _____

each member agency. Each member agency that changes its address shall promptly provide notice of the changed address to the Chair of the JMC, which will be the current address of the member agency.

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IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch

By _____

Title _____

Date _____

City of Brentwood

By _____

Title _____

Date _____

Byron-Bethany Irrigation District

By *Paul Chambers*

Title *General Manager*

Date *4/8/97*

Contra Costa County Water Agency

By _____

Title _____

Date _____

each member agency. Each member agency that changes its address shall promptly provide notice of the changed address to the Chair of the JMC, which will be the current address of the member agency.

16. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by all parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch

By _____

Title _____

Date _____

City of Brentwood

By _____

Title _____

Date _____

Byron-Bethany Irrigation District

By _____

Title _____

Date _____

Contra Costa County Water Agency

By Mark D. [Signature]

Title Chair, Board of Supervisors

Date 5/20/97

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By Thomas J. O.B.

Title GENERAL MANAGER

Date 7/29/97

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title _____

Date _____

DMc-rlr - 8

[Signature] 16 July 97
DEPARTMENT HEAD DATE

[Signature] 7/13/97
ASSISTANT GENERAL MANAGER DATE

[Signature] 7/17/97
RISK MANAGEMENT OFFICER DATE

[Signature] 7/16/97
DIRECTOR OF FINANCE DATE

March 20, 1997

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E3-2

Contra Costa County Sanitation District 19

By _____
Paul H. Causey
Title General Manager/District Engineer Date 9/2/97

Contra Costa Water District

By _____
Title _____ Date _____

Delta Diablo Sanitation District

By Paul H. Causey
Paul H. Causey
Title General Manager/District Engineer Date 9/2/97

Diablo Water District

By _____
Title _____ Date _____

East Contra Costa Irrigation District

By _____
Title _____ Date _____

Ironhouse Sanitary District

By _____
Title _____ Date _____

City of Pittsburg

By _____
Title _____ Date _____

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By Vi Wallace Allen

Title _____

Date 4-5-97

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title _____

Date _____

DMc-rlr - 8

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title General Manager

Date 3-11-97

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title _____

Date _____

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By 

Lenny Byer

Title President

Date March 28, 1997

City of Pittsburg

By _____

Title _____

Date _____

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title City Manager

Date 6/26/97

AMENDMENT NO. 1 TO THE EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT

This is Amendment No. 1 to the East County Water Management Association Agreement (“ECWMA Agreement”) dated March 20, 1997, by and among the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District and Contra Costa Water District. All of the parties to the ECWMA Agreement are also parties to this Amendment No. 1, and the East Contra Costa County Habitat Conservancy is also a party to this Amendment No. 1.

RECITALS

A. The purpose of this Amendment No. 1 is: 1) to add the East Contra Costa County Habitat Conservancy as a party to the ECWMA Agreement; 2) to change the name of existing party Contra Costa County Water Agency to Contra Costa County; 3) to change the name of existing party Contra Costa County Sanitation District 19 to Town of Discovery Bay Community Services District; 4) to expand the purpose of the ECWMA Agreement to include guidance of the East Contra Costa County Functionally Equivalent Integrated Regional Water Management (IRWM) Plan update; 5) and to authorize the Managers of the member agencies to approve the addition of projects in the Functionally Equivalent IRWM Plan.

AGREEMENT

1. Effective Date. The Effective Date of this Amendment No. 1 is October 28, 2010.
2. Parties as of Effective Date. As of the Effective Date of this Amendment No. 1, the parties to the ECWMA Agreement are the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Town of Discovery Bay Community Services District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, East Contra Costa County Habitat Conservancy District and Contra Costa Water District. These agencies are collectively referred to as the “member agencies.”
3. The Paragraph identified in the ECWMA Agreement as PURPOSE is deleted in its entirety and replaced with the following:

PURPOSE. The purpose of this Agreement is to establish an East County Water Management Association (ECWMA) to facilitate continued communication, cooperation and education between member agencies regarding matters affecting the existing and potential water supplies of eastern Contra Costa County, and to consider and guide the implementation of the recommendations of the ECWMA's, Phase II Study Report in order to provide long-term water supplies and treatment facilities in a cost effective, reliable, implementable, and cooperative

manner while maintaining institutional independence and customer satisfaction. The ECWMA will also guide the preparation of the update to the East Contra Costa County Functionally Equivalent Integrated Regional Water Management (IRWM) Plan.

4. The following additional RECITALS are added to the RECITALS Section of the ECWMA Agreement:

6. In 2005, a Functionally Equivalent IRWM Plan was developed for the ECWMA, in accordance with the Proposition 50, *Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002* grant application process.

7. In 2009, the East Contra Costa County was accepted as an IRWM Region through the California Department of Water Resources' Region Acceptance Process, allowing the region to be eligible for future IRWM funding opportunities.

8. In 2010, the California Department of Water Resources released grant program guidelines for funding through Proposition 84, *The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coast Protection Bond Act of 2006*, which included new plan standards which will require update to the Functionally Equivalent IRWM Plan.

5. Section 4 of the ECWMA Agreement, "Joint Managers Committee (JMC)" is deleted in its entirety and replaced with the following

4. **Joint Managers Committee (JMC).** The managers of each of the member agencies shall be members of the JMC of the ECWMA which shall have primary administrative responsibility for the implementation of the purposes of this Agreement. The term "Manager" means City Manager, County Administrator, or General Manager of each of the member agencies and their respective alternates designated by the member agency, or their designees. The JMC shall appoint one of its members as the Chair and one as Vice-chair. The term of office for the Chair and Vice-chair shall be two years. The JMC may act directly or through a subcommittee established by a majority of its members. Each member agency shall have one vote on the Committee. Meetings of JMC shall be as determined by the JMC. The JMC shall have authority to approve the addition of projects into the Functionally Equivalent IRWM Plan in accordance with the plan goals and objectives.

6. **Entire Agreement.** In the event of a conflict with the ECWMA Agreement, the terms of this Amendment No. 1 shall prevail over anything to the contrary in the ECWMA Agreement. In all other respects the ECWMA Agreement, and this Amendment No. 1 will be the entire agreement among the parties construed together as one and the same agreement.

7. Effect. Except for the amendments agreed to herein, the above referenced ECWMA Agreement remains in full force and effect.

8. Counterparts: This Amendment 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 instrument.

9. Signatures: The following signatures attest each member agency's agreement hereto.

CITY OF ANTIOCH

By:

[Signature]

Name:

JAMES JAKE

Title:

CITY MANAGER

Date:

11/22/10

CITY OF BRENTWOOD

By: Donna Landeros

Name: Donna Landeros


Title: City Manager

Date: 6/15/2011

APPROVED AS TO FORM:

By: D. B. B.
Damien B. Brower, City Attorney

BYRON-BETHANY IRRIGATION DISTRICT

By: 

Name: RICK GILMORE

Title: GENERAL MANAGER

Date: 11/9/10

CONTRA COSTA COUNTY

By: _____

Name: Roberta Gulant

Title: Executive Officer, CCCWA

Date: 1-3-11

CONTRA COSTA WATER DISTRICT

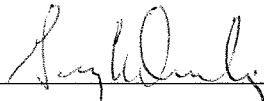
By:  _____

Name: Jerry Brown

Title: General Manager

Date: 12/16/10

DELTA DIABLO SANITATION DISTRICT

By: 

Name: Gary W. Darling

Title: General Manager

Date: December 9, 2010

DIABLO WATER DISTRICT

By: 

Name: Richard R. Head

Title: Vice President

Date: 11-16-10

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: 

Name: John Kopchik

Title: Executive Director

Date: 1-24-11

EAST CONTRA COSTA IRRIGATION DISTRICT

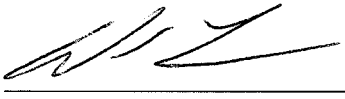
By: Patricia A Corey

Name: PATRICIA A COREY

Title: GENERAL MANAGER

Date: NOV. 15, 2010

IRONHOUSE SANITARY DISTRICT

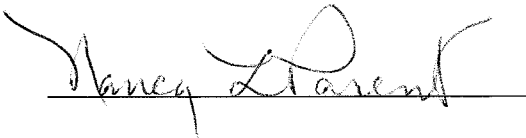
By: 

Name: Don Lew

Title: Director

Date: 11/18/2010

CITY OF PITTSBURG

By: 

Name: Nancy L. Parent

Title: Council Member

Date: December 28, 2010

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: *Richard J. Howard*

Name: *Richard J. Howard*

Title: *General Manager*

Date: *11-15-10*