

**AMENDED AND RESTATED
CONTRA COSTA CLEAN WATER
PROGRAM AGREEMENT
(July 1, 2026 – June 30, 2041)**

**Amended and Restated Contra Costa Clean Water
Program Agreement between
The Contra Costa County Flood Control
and Water Conservation District
and
Agencies Named Below**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is jointly entered into by the Contra Costa County Flood Control and Water Conservation District (“District”); the cities of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Lafayette, Martinez, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek; the towns of Danville and Moraga; and, the County of Contra Costa (collectively, the “Parties” and individually each a “Party”; the Parties are sometimes referred to herein as "Co-Permittees" or individually as “Co-Permittee”, and sometimes as “Agencies" or individually as “Agency”). This Agreement is entered into as of July 1, 2026 (“Effective Date”).

RECITALS

A. The Parties are joint permittees under the Municipal Regional Stormwater National Pollutant Discharge Elimination System ("NPDES") Permit issued by the San Francisco Bay Regional Water Quality Control Board. NPDES Permit No. CAS612008 or an equivalent regional stormwater NPDES permit issued to the Parties is collectively referred to herein as the “Municipal Regional NPDES Permit.” Under current law, each issuance of the Regional Municipal NPDES Permit is expected to expire five years from its effective date, but may be amended, revoked, or reissued before the expiration date, or administratively extended beyond the expiration date pending reissuance.

B. The cities, towns and County have previously entered into joint program agreements with the District. As set forth more particularly in Section B below, the Parties wish to extend the joint agreement until terminated by the written agreement of all Co-Permittees then Parties to this Agreement. The purpose of this Agreement is to amend and extend the prior agreement on the terms set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Program Activities.

In accordance with the management and organizational structure set forth herein, the Contra Costa Clean Water Program (“Program”) shall administer the joint obligations under the Regional Municipal NPDES Permit on behalf of the Parties and implement the activities jointly carried out pursuant to this Agreement by the Parties including, but not limited to, the following

activities:

1. Provide the necessary administrative, technical, and clerical resources to implement all Program activities directed by the Management Committee in order to implement the Municipal Regional NPDES Permit. By way of example, this includes the development of an old industrial control measure plan pursuant to Provision C.11.c of the current Municipal Regional NPDES Permit. Administrative activities may include attending all Management Committee and sub-committee meetings, and preparing committee staff reports, minutes and/or summaries of committee actions.

2. Administer all consulting services contracts (technical, legal, public relations and associated services) including the coordination, invoicing, and monitoring of all such activities.

3. Represent the Program at federal, state, regional and local governmental, civic, professional, and political organizations and agencies.

4. Coordinate the yearly compilation of the Program's (Group Program) Annual Reports for submittal to the appropriate Regional Water Quality Control Boards, but not the individual agencies' annual reports under the Municipal Regional NPDES Permit. However, the Program will develop Municipal Regional NPDES Permit compliance plans for individual agencies.

5. Conduct monitoring activities, which may include the permitting, environmental review of, purchase, installation and testing of equipment at designated sites.

6. Ensure all regulatory fees and assessments collected by the Agencies and necessary to obtain and implement the Municipal Regional NPDES Permit are lawful, appropriate and, if so, paid.

7. Ensure adequate information is available to all Co-Permittees for implementation of a comprehensive stormwater management ordinance and its regulations in compliance with the Municipal Regional NPDES Permit.

8. Implement a comprehensive public information/participation program on behalf of all Co-Permittees. The Program will be responsible for developing independently or in cooperation with the Bay Area Municipal Stormwater Collaborative ("BAMSC") original public information materials; and, Co-Permittees shall be responsible for reproducing and distributing these materials.

9. As part of the Program's annual budgeting process, the Management Committee may fund the Program's participation in special studies determined by the Program, the Regional Water Quality Control Boards, BAMSC, California Stormwater Quality Association (CASQA), if any, or other appropriate entities. Such participation may include funding or in-kind

services, such as Program representation on BAMSC as determined by the Management Committee.

10. Ensure adequate information is available for Co-Permittees to implement a comprehensive program for field inspection and investigation activities for unauthorized connections and illegal dumping.

11. Ensure adequate information is available for Co-Permittees to implement source controls, site design measures, and stormwater treatment and runoff control measures on new development and redevelopment projects, and to ensure ongoing operation and maintenance of post-construction stormwater management facilities.

12. Ensure adequate information is available for Co-Permittees to mitigate impacts to stormwater quality resulting from construction activities specifically focusing on proper site management; erosion control; sediment control; run-on and runoff control; non-stormwater management control; and, proper operation and maintenance of such construction site control best management practices (“BMPs”).

13. Expend funds collected by assessments for the District’s Stormwater Utility Areas Nos. 1 through 18 (“SUA”) and other sources in accordance with applicable law and regulations and the Program’s annual budget, as adopted by the Management Committee.

B. Termination.

This Agreement will remain in effect until terminated by the written agreement of all Co-Permittees then parties to this Agreement. Should any individual Co-Permittee desire to withdraw from the Program and terminate its obligations under this Agreement at any time, the following conditions must be met:

1. The Co-Permittee shall provide written notice to the Program Manager (as defined below) and Management Committee chairperson and vice chairperson of its intention to withdraw from the Program by no later than 5:00 p.m., of the December 31 immediately preceding the commencement of the following fiscal year (July 1 - June 30) before which it is seeking to terminate its obligations under this Agreement. To ensure an orderly transition, the withdrawing Co-Permittee shall also obtain written confirmation from the Regional Water Quality Control Board Executive Officer that such Co-Permittee has obtained or will obtain coverage under an NPDES Permit for its municipal stormwater discharges. A copy of the Executive Officer’s written confirmation shall be provided to the Management Committee chairperson and vice chairperson along with the notice of withdrawal.

2. The Co-Permittee shall be committed to fulfill all of its financial obligations outlined in this Agreement through the end of the fiscal year (June 30) in which it submits its notice of withdrawal. Termination shall be effective as of 11:59 p.m. on June 30 of that fiscal year.

3. The Co-Permittee shall also fulfill all of its individual obligations for projects, studies, and other programs and activities undertaken on behalf of the Program or BAMSC through the duration of any such projects, studies, programs, and activities. The terminating Co-Permittee's obligations under this Section B.3. shall survive termination as to that Co-Permittee until the terminating Co-Permittee's obligations under this Section are fully satisfied.

4. In the event that a Co-Permittee does not fully fund its obligations under this Agreement from its SUA assessments or appropriate sufficient funds for any fiscal year beyond the 2026-2027 fiscal year, this Agreement shall cover payment for the Co-Permittee's financial obligations only to the conclusion of the last fiscal year in which the Co-Permittee appropriates sufficient funds. Thereafter, such Co-Permittee's financial obligations shall be automatically suspended, and the Co-Permittee shall receive no benefit arising out of this Agreement, until the Co-Permittee appropriates sufficient funding to meet its financial obligations in such fiscal year(s).

C. Management Committee.

1. The Management Committee ("MC") is the Program's decision-making body. It shall be responsible for setting policies, providing directions, approving contracts and agreements, approving group submittals to the Regional Water Quality Control Boards, authorizing expenditures, and advising on staffing in accordance with Section J below. Within five years following the effective date, and every five years thereafter, the Management Committee shall perform an evaluation of the Program and deliver a report to the Co-Permittees that includes the Management Committee's findings.

2. Each Co-Permittee's manager (i.e., city or town manager or county administrator) shall designate in writing and submit to the Program Manager, and chairperson or vice chairperson of the Management Committee, the Management Committee representative and alternate(s) for their jurisdiction. The designated Management Committee representative and alternate(s) may be identified by job classifications or as named individuals. The Co-Permittee's manager shall designate at least one (1) Management Committee representative and no less than two (2) alternate Management Committee representatives. The Management Committee representative or, in the absence of the representative, one alternative Management Committee representative, shall vote on behalf of their Agency at all Management Committee meetings. Each Co-Permittee shall have only one vote on the Management Committee, even if both the designated representative and an alternate(s) attend the same meeting. The voting decisions of the Management Committee representatives shall be binding upon their Agency, provided they are consistent with the delegations of authority contained in this agreement.

3. A Management Committee representative shall be an individual responsible for supervising or administering the stormwater management program for their appointing Agency. An alternate should, but need not, meet the foregoing criteria.

4. A Management Committee representative's term shall continue for the entire term of the Agreement unless changed by the Co-Permittee's manager by providing written notification to the Program Manager.

5. Any decision made by the Management Committee shall be binding upon all Co-Permittees, provided it is consistent with the delegations of authority in this Agreement. Except to the extent expressly set forth in this Agreement, nothing in this Agreement delegates legislative authority of any Agency or the discretion vested in each Agency's governing body. If the Management Committee acts in a manner inconsistent with the authority delegated by this Agreement, any such action shall not be binding upon any Agency unless approved or ratified by that Agency's governing body. This Agreement does not create a joint exercise of powers agency separate from the agencies, and the Contra Costa Clean Water Program is not a legal person that can enter into contracts or sue and be sued.

6. The Management Committee chairperson and vice chairperson shall be selected by a majority vote of the Management Committee members at each May Management Committee meeting and shall hold those offices beginning July 1 and ending June 30 of the following fiscal year.

D. Sub-committee Structures.

The following Program sub-committees are hereby established:

1. Administrative Committee ("AC") is a sub-committee responsible for administration, strategic planning, personnel, budget recommendations and conflict resolution.

2. Monitoring Committee ("MonCom") is a sub-committee responsible for water quality monitoring activities and coordination of associated special studies/projects. MonCom is responsible for overseeing the preparation of guidance on TMDL pollutant control programs, stormwater quality management programs, and for reviewing, researching, and making recommendations to the Management Committee on matters related to pollutant control and load-reduction planning, tracking, and reporting.

3. Development Committee ("DC") is a sub-committee responsible for preparing guidance and training on construction site stormwater quality management programs, post-construction stormwater quality management programs, and for reviewing, researching, and making recommendations to the Management Committee on matters related to land development activities.

4. Public Information/Participation Committee ("PIP") is a sub-committee responsible for development of stormwater pollution prevention materials and products, information dissemination, training, marketing and public outreach for the Program and to assist each Co-Permittee.

5. Municipal Operations Committee (“MOC”) is a sub-committee responsible for development of guidance and training on stormwater pollution prevention activities for municipal maintenance activities, commercial/industrial inspection programs, illicit discharge control activities, trash load reduction activities, and other municipal stormwater activities.

6. Select or Ad Hoc (“Ad Hoc”) Workgroups are established by the Management Committee as needed for a temporary period for the purposes of reviewing, researching and making recommendations to the Management Committee or a sub-committee on a permit compliance matter or a permit requirement covering multiple sub-committees (such as cost reporting, and asset management). Select or Ad Hoc Workgroups may act on behalf of the Management Committee or sub-committee if approved and directed by the Management Committee.

7. The Management Committee may amend the responsibilities of each sub-committee, dissolve a sub-committee, or add a new sub-committee.

8. Each Co-Permittee shall only be allowed one vote per sub-committee. Co-Permittees may participate in the discussions of any sub-committee. However, participants at sub-committee meetings, other than approved members, shall not be allowed to vote on any item under consideration.

9. The first order of business for each sub-committee at its June meeting is to choose a chairperson and vice chairperson, who will serve as chairperson and vice chairperson for the following fiscal year. The second order of business for each sub-committee at its June meeting is to establish the sub-committee's work plan for the following fiscal year dealing with its goals, objectives, time lines and related items, consistent with the requirements in the Municipal Regional NPDES Permit. Upon preparation of the sub-committee's work plan, it shall be provided to the Management Committee for review and approval.

E. Committee Membership.

1. For the purposes of this agreement, a “Small Municipality” is designated as having a population of less than 30,000, a “Medium Municipality” is designated as having a population of between 30,000 and 65,000; and a “Large Municipality” is designated as having a population of more than 65,000, based on population data from the State of California's Department of Finance. Contra Costa County is deemed a “Large Municipality”. The population data published in January of each year will be used for determining each Co-Permittee's designation for the following fiscal year. Refer to **Exhibit “A”** for the Committee membership designation as of the effective date of this Agreement.

2. Each Co-Permittee designated as a “Small Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representatives on one sub-committee.

3. Each Co-Permittee designated as a “Medium Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representative on two sub-committees.

4. Each Co-Permittee designated as a “Large Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representative on three sub-committees as follows (except as stipulated in Section E.10. below):

- Administrative Committee
- Monitoring Committee
- Development Committee
- Public Information/Participation Committee
- Municipal Operations Committee, or
- BAMSC sub-committee duly recognized by the Management Committee

5. The District shall be a permanent member of the Administrative Committee, and it shall participate as a voting member on at least one additional sub-committee.

6. The Management Committee chairperson for any fiscal year shall also serve as chairperson of the Administrative Committee for that same fiscal year.

7. By the end of May of each fiscal year, the incoming Management Committee chairperson who will take office July 1, shall consult with all Co-Permittees and recommend membership on all sub-committees effective July 1 of the next fiscal year. Recommendations shall be considered and acted upon by the Management Committee at its May meeting. Sub-committee members shall be encouraged to rotate every two years.

8. Participation in any Ad Hoc Workgroup duly created by the Management Committee shall be voluntary.

9. Each of the following sub-committees shall have the following minimum number of members:

- | | |
|--|---|
| • Administrative Committee | 8 |
| • Monitoring Committee | 5 |
| • Development Committee | 5 |
| • Public Information/Participation Committee | 5 |

- Municipal Operations Committee

5

10. BAMSC Committee. Co-Permittees serving as voting members of any BAMSC sub-committee shall represent all Program Co-Permittees. Co-Permittees designated as voting members of a BAMSC subcommittee shall also participate on the Program’s sub-committee that has similar or equivalent subject matter jurisdiction, as determined by the Management Committee to best serve the interests of the Program.

11. Administrative Committee. The Management Committee will select members for the Administrative Committee that enhance the Administrative Committee’s manageability and overall effectiveness in attaining goals and objectives, taking into account factors that encourage awareness of matters affecting the Program. More specifically, the Administrative Committee shall consist of the following minimum membership and conditions, and shall generally follow the rotation guidelines contained in **Exhibit "B"**:

- Management Committee chairperson 1
- Flood Control District 1
- Large Municipality 2
- Medium Municipality 2
- Small Municipality 2

Total 8

a) The Management Committee chair may recommend additional members for the Administrative Committee pursuant to Section E.8. above.

b) In any fiscal year in which the Management Committee chairperson represents a municipality that is scheduled for membership on the Administrative Committee under the rotation guidelines in **Exhibit "B"**, then the Management Committee shall select another Co-Permittee for membership on the Administrative Committee from the municipality category from which the Management Committee chairperson represents. If the Management Committee chair represents the Flood Control District, then the Management Committee shall select another Co-Permittee from any of the three categories of municipalities.

c) For the duration of a Co-Permittee’s term as the “Large Municipality” member serving on the Administrative Committee, that Co-Permittee shall also serve as the voting member of two additional sub-committees of their choice.

d) Administrative Committee voting membership can only be changed during the fiscal year by the Management Committee chairperson, provided the minimum membership per Section E.12. is maintained.

12. A quorum for each sub-committee shall consist of a majority of its voting members.

13. A sub-committee may adopt by-laws to govern its organizational structure and meetings, consistent with the terms of this Agreement.

F. Meeting Attendance

1. Program staff will take attendance at all meetings. Attendance at all Management Committee and sub-committee meetings shall be published in each meeting's minutes/summary and the Program's annual report provided to the Regional Water Quality Control Board.

2. Management Committee representatives and sub-committee members are expected to attend at least 80% of their regularly scheduled meetings. If a Management Committee representative or a sub-committee member misses two consecutive meetings, then Program staff shall contact the member of the committee to clarify the rules and understand the reason for the repeated absences. If absences continue, then the Management Committee may request that the Co-Permittee's manager appoint a new representative to the Management Committee or sub-committee, as the case may be.

G. Program Costs Participation and Allocation.

1. The program costs for Fiscal Year 2025-2026 were apportioned among the co-permittees as set forth in **Exhibit "C"**, attached hereto. In Fiscal Year 2026-2027, and in each fiscal year thereafter, all program costs for that fiscal year shall be apportioned among Co-Permittees proportionally based on each Co-Permittee's population as of January 1 immediately preceding the fiscal year, in relation to the total population of all Co-Permittees as of January 1 immediately preceding the fiscal year, calculated as follows:

$$[(\text{Co-permittee's population as of January 1}) / (\text{All co-permittee's population as of January 1})] \times 100 = \text{Percentage of Program Costs Apportioned to Co-Permittee ("Cost Sharing Formula")}$$

Population data will be based on data annually published by the State of California, Department of Finance, on January 1 immediately preceding the Fiscal Year for which the calculation is made. The population data published in January of the preceding year will be used to form the cost allocations of the following fiscal year.

2. The Management Committee shall annually prepare and approve a budget setting forth all anticipated Program costs and revenues for the following fiscal year.

3. Each Co-Permittee shall pay its share of the annual budget in accordance with the Cost Sharing Formula. If a Co-Permittee receives SUA assessments, then the District will apply lawfully collected SUAs to such Co-Permittee's share of the annual budget. District staff shall annually submit an invoice to each Co-Permittee for each fiscal year reflecting each Co-

Permittee's Program costs no later than February 28th of each year (for the first SUA disbursement statement); June 30th (for the second SUA disbursement statement); and October 31st (for the third SUA disbursement statement). Upon receiving an invoice from the Program, each Co-Permittee shall pay its invoice to the District within sixty (60) days of the invoice's date.

4. A Co-Permittee will be delinquent if its invoiced payment is not received by the District within sixty (60) days after the invoice's date. The District will follow the procedure listed below, or such other procedure that the Management Committee directs to effectuate payment: 1) verbally contact the Co-Permittee's manager; and 2) submit a formal letter from the Management Committee's chairperson to the Co-Permittee. If payment is not received within ninety (90) days of the invoice date, then the delinquent co-permittee may be subject to termination from this Agreement and withdrawal under Section B. Thereafter, the Cost Share Formula shall be revised to reflect the new Program membership and the Management Committee shall revise its budget and Program cost allocations in accordance with the Cost Sharing Formula to account for the delinquent Permittee's costs. A terminated Co-Permittee shall remain obligated to District for its delinquent payments and any other obligations incurred prior to the date of termination.

5. The Management Committee may suspend or modify the scope of work being performed by any contractor retained by the District whenever any Co-Permittee has not paid its invoice within ninety (90) days of the invoice date.

6. Any delinquent payments by a Co-Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

H. Optional Services.

Additional services requested by a Co-Permittee to fulfill requirements of the Regional Municipal NPDES Permit may be provided by Program staff as long as the services minimally burden Program staffing and are approved by the Management Committee. Such requests shall be submitted in writing to the Management Committee and shall explain the services requested of Program staff or contractors. Such services shall be completely paid for by the requesting Co-Permittee at the fully burdened labor rate of the applicable Program staff, and the Program shall bear no financial responsibility for the requested services. Such services requested by a Co-Permittee may include consultant or contractor assistance involving a contract directly between the individual Co-Permittee and the District, at the District's discretion. The Program shall bear no financial responsibility for such contracts.

I. Contracting.

1. In accordance with the procedures set forth herein, and on behalf of the Program, the District shall enter into and administer all contracts for the Program and implementation of the Municipal Regional NPDES Permit. The District shall pay all contractors in a timely manner in accordance with the terms of the applicable contract.

2. Prior to the District entering into a contract or amending a contract on behalf of the Program, the Management Committee shall establish an independent selection committee as an Ad Hoc Workgroup pursuant to Section D.7. The independent selection committee may prepare an RFP, conduct interviews and take such other actions as requested by the Management Committee. The independent selection committee shall thereafter make a recommendation on a proposed contract and contractor to the Management Committee. Upon considering the independent selection committee's recommendation, the Management Committee shall thereafter make a recommendation to the District, which shall have final approval authority over the contract and contractor.

3. Contracts may be entered into with a maximum term of five years, provided each contract must include either a termination for convenience clause, or a clause allowing termination for non-appropriation of funds. Contracts entered into for a period less than five years may be extended, based upon satisfactory performance, for a total contract term of five years.

4. For a contract scope of work designated as a "technical service" by the Management Committee, then the independent selection committee shall also consider responses from Co-Permittees who respond in writing and request to provide the requested technical service as part of an RFP process.

5. Notwithstanding anything to the contrary above, all contracting processes on behalf of the Program shall comply with the District's procurement process.

6. If a Co-Permittee other than Contra Costa County or the District intends to contract on behalf of the Program, then a separate agreement between the District and such Co-Permittee shall be executed setting forth the terms of the Co-Permittee's contracting role. The Management Committee shall review and approve such separate agreement.

J. Staffing.

1. The Program is not a legal entity capable of employing staff, suing or being sued, or entering into contracts, among other activities that only legal entities may perform. Program staff, including the Program Manager, are employees of Contra Costa County and/or the District, who are assigned to administer the Program. The Program Manager is the primary Contra Costa County employee assigned to manage the Program. In the event that Contra Costa County does not assign an employee to serve as the Program Manager and the Program Manager position is vacant, the Management Committee may recommend that the District contract with a qualified firm or public agency to perform the services of Program Manager until Contra Costa County appoints a Program Manager. The Management Committee may also request that the District contract for other Program services that are not performed by a Contra Costa County employee in accordance with Section I above.

2. To the extent requested by the District and/or Contra Costa County, the Management Committee shall annually advise the District and/or Contra Costa County regarding

staff evaluations, job classifications and salary ranges. With respect to any Program staff who qualify as independent contractors, the Management Committee shall annually advise the District regarding the consultant's satisfactory performance of their contractual obligations. The Administrative Committee shall advise the Management Committee on such evaluations.

3. The Management Committee shall negotiate an administrative overhead rate with any appropriate agency providing services to the Program.

4. Program staff shall provide a written record of all policies, rules and regulations duly adopted by the Management Committee.

5. Contra Costa County shall be responsible for all health and safety trainings and other certifications required by law for its employees; however, the Program may pay for Program staff training that relates to the Municipal Regional NPDES Permit.

K. Indemnification.

Each Party to this Agreement agrees to protect, indemnify and hold harmless the other parties and their officers, employees, contractors and volunteers from and against all claims, demands, liabilities, losses, expenses, and damages (collectively, "Liabilities") but only to the extent that the Liabilities arise out of or are connected with the negligence or willful misconduct of the indemnifying Party or any of its officers, employees, contractors, or volunteers while performing the indemnifying Party's obligations under this Agreement. This section shall survive and remain enforceable following the termination or expiration of this Agreement, or following any Party's withdrawal from this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____

**CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT:**

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF ANTIOCH

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF BRENTWOOD

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF CLAYTON

By: _____

Its: _____

APPROVED AS TO FORM:

CITY OF CLAYTON

By: _____
Attorney

Dated: _____

CITY OF CONCORD

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

COUNTY OF CONTRA COSTA

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

TOWN OF DANVILLE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF EL CERRITO

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF HERCULES

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF LAFAYETTE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF MARTINEZ

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

TOWN OF MORAGA

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF OAKLEY

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF ORINDA

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF PINOLE

By: _____

Its: _____

APPROVED AS TO FORM:

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Attorney

Dated: _____

CITY OF PITTSBURG

By: _____

Its: _____

APPROVED AS TO FORM:

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Attorney

Dated: _____

CITY OF PLEASANT HILL

By: _____

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APPROVED AS TO FORM:

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Attorney

Dated: _____

CITY OF RICHMOND

By: _____

Its: _____

APPROVED AS TO FORM:

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Attorney

Dated: _____

CITY OF SAN PABLO

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF SAN RAMON

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF WALNUT CREEK

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

EXHIBIT "A"

**CONTRA COSTA CLEAN WATER PROGRAM
COMMITTEE MEMBERSHIP DESIGNATION BEGINNING FY 2026-2027**

Municipalities	Population (Based on 1/1/2024 Data)	Category ¹	Management Committee	Min. Number of Sub-Com- mittee(s) ²
Antioch	115,632	Large	x	3
Brentwood	64,811	Medium	x	2
Clayton	10,683	Small	x	1
Concord	121,513	Large	x	3
Contra Costa County ³	174,289	Large	x	3
CCC Flood Control District ³	0	Non-Population	x	1 ⁴
Danville	42,567	Medium	x	2
El Cerrito	25,700	Small	x	1
Hercules	26,063	Small	x	1
Lafayette	24,808	Small	x	1
Martinez	36,439	Medium	x	2
Moraga	16,784	Small	x	1
Oakley	45,736	Medium	x	2
Orinda	19,191	Small	x	1
Pinole	18,192	Small	x	1
Pittsburg	75,085	Large	x	3
Pleasant Hill	33,352	Medium	x	2
Richmond	112,735	Large	x	3
San Pablo	31,088	Medium	x	2
San Ramon	82,525	Large	x	3
Walnut Creek	69,433	Large	x	3

¹ Membership designation categories are determined by population size. Small Municipality has population under 30,000; Medium Municipality has population between 30,000 and 65,000; and Large Municipality has population larger than 65,000.

² Participation in the required minimum number of sub-committee(s) per fiscal year, in addition to mandatory Management Committee participation.

³ Contra Costa County and the Contra Costa County Flood Control and Water Conservation District are represented as one agency for this designation purpose.

⁴ Contra Costa County Flood Control and Water Conservation District is a standing member of the Administrative Committee.

EXHIBIT "B"

**CONTRA COSTA CLEAN WATER PROGRAM
ADMINISTRATIVE COMMITTEE
PARTICIPATION ROTATION GUIDELINE**

Municipalities by Size Designation & Geographic	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33
Countywide (All)							
Flood Control District	x	x	x	x	x	x	x
Appointed Management Chair							
Agency:	x	x	x	x	x	x	x
Large-Size Communities (population >65,000)							
All: Contra Costa County	x			x			
Central: Concord				x			x
Central: Walnut Creek		x			x		
East: Antioch			x				x
East: Pittsburg			x			x	
Lamorinda: San Ramon	x				x		
West: Richmond		x				x	
Medium-Size Communities (population 30,000-65,000)							
Central: Martinez		x			x		
Central: Pleasant Hill	x			x			x
East: Oakley			x			x	
East: Brentwood		x			x		
Lamorinda: Danville	x			x			x
West: San Pablo			x			x	
Small-Size Communities (population <30,000)							
Central: Clayton		x			x		
Lamorinda: Lafayette	x				x		
Lamorinda: Orinda				x			x
Lamorinda: Moraga		x				x	
West: Hercules	x			x			
West: El Cerrito			x			x	
West: Pinole			x				x

EXHIBIT "C"

**CONTRA COSTA CLEAN WATER PROGRAM
GROUP COSTS METHODOLOGY & ALLOCATION
FOR FISCAL YEAR 2025/26**

City/County/State	January 1, 2023	January 1, 2024 ⁽¹⁾	Percent Change	Prorated % of Program ⁽²⁾	SUA Budget Allocation ⁽³⁾
CONTRA COSTA COUNTY	1,145,274	1,146,626	0.12%		\$ 4,000,000
ANTIOCH	115,282	115,632	0.3	10.08%	\$ 403,382
BRENTWOOD	64,496	64,811	0.5	5.65%	\$ 226,093
CLAYTON	10,687	10,683	0.0	0.93%	\$ 37,268
CONCORD	121,663	121,513	-0.1	10.60%	\$ 423,898
DANVILLE	42,736	42,567	-0.4	3.71%	\$ 148,495
EL CERRITO	25,409	25,700	1.1	2.24%	\$ 89,654
HERCULES	26,202	26,063	-0.5	2.27%	\$ 90,921
LAFAYETTE	24,823	24,808	-0.1	2.16%	\$ 86,543
MARTINEZ	36,425	36,439	0.0	3.18%	\$ 127,117
MORAGA	16,858	16,784	-0.4	1.46%	\$ 58,551
OAKLEY	44,929	45,736	1.8	3.99%	\$ 159,550
ORINDA	19,231	19,191	-0.2	1.67%	\$ 66,948
PINOLE	18,278	18,192	-0.5	1.59%	\$ 63,463
PITTSBURG	74,736	75,085	0.5	6.55%	\$ 261,934
PLEASANT HILL	33,447	33,352	-0.3	2.91%	\$ 116,348
RICHMOND	113,122	112,735	-0.3	9.83%	\$ 393,276
SAN PABLO	31,163	31,088	-0.2	2.71%	\$ 108,450
SAN RAMON	82,754	82,525	-0.3	7.20%	\$ 287,888
WALNUT CREEK	69,010	69,433	0.6	6.06%	\$ 242,217
UNINCORP. COUNTY	174,023	174,289	0.2	15.20%	\$ 608,006
				100.00%	\$ 4,000,000

1. Population estimate based on State of California Department of Finance (E-1) City/County projections- January 1, 2025. Figures are updated in May of each year.
2. Percentages based on prorata of population.
3. SUA funds allocated for budget purposes, which by policy is set at \$4M.