

STATE WATER RESOURCES CONTROL BOARD  
RESOLUTION NO. 91-93

AUTHORIZING APPROVAL OF A CONTRACT BETWEEN  
THE CONTRA COSTA WATER DISTRICT (CONTRA COSTA)  
AND THE STATE WATER RESOURCES CONTROL BOARD (STATE BOARD)  
TO PROVIDE RESOURCES TO ASSIST STATE BOARD STAFF  
WITH GENERAL WATER RIGHT ACTIVITIES WHILE  
EXPEDITING PROCESSING OF CONTRA COSTA'S PROJECT

WHEREAS:

1. Contra Costa seeks to improve the quality of water supplied to its approximately 400,000 customers and minimize seasonal quality changes, and to improve the reliability of its supply.
2. Contra Costa proposes, as one of the alternatives being considered in the environmental review process, to construct a water storage facility. Water stored therein will be used for domestic, municipal, industrial, irrigation, recreation, fish and wildlife preservation and/or enhancement and water quality control uses;
3. Contra Costa has filed a Petition for Change for Application 20245 and Petition for Partial Assignment of State Filing Application No. 25516 (cumulatively referred to herein as "project");
4. Contra Costa is the lead agency for the project and is preparing environmental documents intended to satisfy the requirements of the Public Resources Code, Section 21000, et seq., the California Environmental Quality Act (CEQA);
5. State Board staffing and budget levels are not adequate to process the proposed project within the time desired by Contra Costa;
6. Contra Costa is willing to reimburse the State Board for the actual costs incurred for investigating and processing Contra Costa's project;
7. Such reimbursed funds can be used by the State Board to augment existing State Board staff to maintain the current level of service to the public while expediting work on Contra Costa's project, and
8. Contra Costa understands that the compensation provided by this agreement is not dependent upon the State Board's approval of the project.

THEREFORE BE IT RESOLVED:

That the State Board:

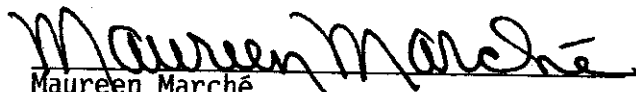
1. Authorizes the Executive Director to execute a contract with Contra Costa in an amount not to exceed \$200,000, to expedite processing Contra Costa's project.

2. Directs that the reimbursement be used to maintain the current level of water right services to the public by augmenting existing State Board staff.
3. Directs that exceptions to the statewide hiring freeze be sought to augment existing State Board staff to maintain the current level of water right services to the public.

That the Executive Director may redelegate the authority granted herein to the Deputy Director and/or to the Division Chief/Assistant Division Chief, Division of Administrative Services.

#### CERTIFICATION

The undersigned, Administrative Assistant to the Board, does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on September 26, 1991.

  
Maureen Marché  
Administrative Assistant to the Board

SEPTEMBER 17 1991

AGREEMENT NO. \_\_\_\_\_  
BETWEEN  
THE STATE WATER RESOURCES CONTROL BOARD  
AND  
CONTRA COSTA WATER DISTRICT

This agreement is entered into this first day of November, 1991, between the State Water Resources Control Board, hereinafter referred to as "State Board", and the Contra Costa Water District.

WHEREAS, Contra Costa Water District needs to improve the quality and reliability of its water supply to its municipal, industrial and agricultural users; and

WHEREAS, Contra Costa Water District proposes, as one of the alternatives being considered in the environmental review process, to construct a water storage facility located on Kellogg Creek; and

WHEREAS, Contra Costa Water District has filed with the State Board Application to Appropriate Water No. 20245 and Petition for Partial Assignment of State Filing, Application No. 25516; and

WHEREAS, Contra Costa Water District is the lead agency for the Project and is preparing environmental documents intended to satisfy the requirements of the Public Resources Code, Section 21000, et seq., the California Environmental Quality Act ("CEQA"); and

WHEREAS, State Board staffing and budget levels are not adequate to process Application No. 20245 and Petition for Partial Assignment of State

Filing, Application No. 25516 within the time desired by Contra Costa Water District; and

WHEREAS, Contra Costa Water District is willing to reimburse the State Board for the actual costs incurred in expediting the investigating and processing of Contra Costa Water District's Project; and

WHEREAS, such reimbursed funds can be used by the State Board to augment existing staff to maintain the current level of service to the public; and

WHEREAS, Contra Costa Water District understands that the compensation provided by this agreement is not dependent upon the State Board's approval of the Project.

NOW THEREFORE, in consideration of the above recitals, the parties hereto enter into the following agreement:

1. Scope of Agreement

- A. The State Board agrees to make work associated with Contra Costa Water District's Project, the first priority of any and all staff assigned to expedite that Project.
- B. Contra Costa Water District understands that contingencies may arise which would require that staff assigned to expedite the Project be reassigned to other

matters. It is agreed that when work on the Project is not being performed on activities that are critical for processing the Project on an expedited basis, Contra Costa Water District will not be charged.

- C. The State Board agrees to expedite its environmental and water rights review processes to coincide insofar as possible with Contra Costa Water District's schedule for completing documents necessary for compliance with CEQA.
- D. Work performed by the State Board processing Contra Costa Water District's Project shall be totally under the control of the State Board. The State Board shall retain complete discretion to act as provided by law.
- E. Contra Costa Water District understands that many important matters demand the attention of the State Board members and that any hearing scheduled for this Project may have to accommodate the press of other business.

2. Term

The agreement shall commence on November 1, 1991, if approved by the State Department of General Services, and shall terminate upon (1) final State Board action on the Project

designated under this agreement, or (2) on October 31, 1993, whichever is sooner. Either party may terminate the agreement upon thirty (30) calendar days written notice. This agreement may be amended upon mutual written agreement of the parties.

3. Contract Managers

The Contract Manager for the State Board shall Be Roger E. Dupuis of the Division of Water Rights. The Contract Manager for Contra Costa Water District shall be John S. Gregg. Either party may change its Contract Manager at any time following ten (10) calendar days written notice to the other party.

All correspondence between the parties to this agreement, except as provided on invoices from the State Board, shall be to the following:

- (1) State Water Resources Control Board  
Division of Water Rights  
Attn: Roger E. Dupuis  
P.O. Box 2000  
Sacramento, CA 95812-2000  
Fax: (916) 323-0743
- (2) Contra Costa Water District  
Attn: John S. Gregg  
1331 Concord Avenue  
P.O. Box H2O  
Concord, CA 94524  
Fax: (415) 674-8122

4. Work to Be Performed

The purpose of this section is to give Contra Costa Water District assurances that the State Board will make a good faith effort to process the Project as expeditiously as possible and that delays will not occur as a result of insufficient staff to work on the Project on a priority basis. Nothing contained herein shall be implemented to limit: (a) the opportunity for other persons to participate in any State Board proceedings for the proposed project (public participation); (b) the authority of the State Board to request such studies as may be necessary to evaluate the Project; or (c) the amount of staff time which may be needed to evaluate the Project. Contra Costa Water District agrees that nothing contained herein shall limit the time for completing staff work if additional time is required to respond to contingencies beyond the control of the State Board.

A. The State Board agrees to the following:

- (1) To immediately assign the personnel necessary to expedite the processing of Contra Costa Water District's Project, which shall be the highest priority work for such personnel subject to section 1B of this Agreement.
- (2) To immediately commence review of the environmental information submitted in

conjunction with Contra Costa Water District's Project.

- (3) To promptly begin any necessary environmental investigations for the Project.
- (4) To keep Contra Costa Water District, its representatives and environmental consultant apprised of significant developments arising from processing and investigation of the Project.
- (5) To notice Application No. 20245 and Petition for Partial Assignment of Application No. 25516, in accordance with Section 1300 et seq. of the Water Code, at the earliest practicable time.
- (6) To expeditiously process all protests to the Project.
- (7) To make a good faith effort to meet the following goals for processing the Project:
  - a. Within 90 calendar days following the release of Contra Costa Water District's Draft Environmental Impact Report (DEIR), complete all staff work for setting the Project for hearing.<sup>1</sup> This

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<sup>1</sup> Contra Costa Water District shall supply the State Board with a copy of all of the comments on the DEIR immediately following the close of the comment period.



time shall be automatically extended upon written notice to Contra Costa Water District from the State Board setting forth such additional time, but not to exceed 45 calendar days, as may be required to set the Project for hearing and explaining why the time is required.

This section shall not limit the time for completing staff work if: (1) the release of the DEIR results in additional third party protests or petitions to intervene in the State Board's proceedings for the Project which will require substantial additional work on behalf of State Board staff; or (ii) the State Board determines that the DEIR is so deficient that it will not provide an adequate basis for evaluating project impacts during the State Board hearing.

b. A hearing, if necessary, shall be noticed in accordance with Section 1340 et seq. of the Water Code and shall be conducted at the earliest practicable time after the release of the Project DEIR.

c. Within 120 calendar days after the date of the hearing, complete the staff analyses and draft decision for the Project. This time shall be automatically extended upon written notice to Contra Costa Water District from the State Board

setting forth such additional time, but not to exceed 45 calendar days, as may be required and explaining why the time is required.

This section shall not limit the time for completing staff work if the actual length of the hearing exceeds 5 days. Contra Costa Water District agrees that this section does not limit the State Board's authority to set additional days of hearing or to continue the hearing to receive additional evidence.

d. A State Board meeting to act on the Project shall be scheduled at the earliest practicable time upon completion of the work described in subparagraph c above and the adoption of the Final Environmental Impact Report by Contra Costa Water District.

e. If the Project is approved by the State Board, permits shall be issued within 14 calendar days following:

(i) The time allowed for filing petitions for reconsideration under Water Code Section 1357 and petition for writ of mandate under Section 1360 for review of the action, if

neither reconsideration nor a petition of writ of mandate is filed; or

(ii) Completion of State Board administrative action on petitions for reconsideration filed under and/or entry of a final court order allowing the State Board to issue permit(s) for the Project; and

(iii) Payment of all monies required of Contra Costa Water District either by the Water Code (e.g., as Section 1540) or by this agreement.

(8) To meet with Contra Costa Water District's representatives on a regular basis.

B. State Board Control of the Work for the Project:

Contra Costa Water District understands that the State Board shall have the sole discretion to:

- (1) Determine which person shall be hired to work on the Project;
- (2) Select which employees are assigned to work on the Project;

- (3) Direct and evaluate the work of employees assigned to the work of the Project;
- (4) Determine the amount of compensation paid to employees assigned to the Project; and
- (5) Compensate the employees hired and assigned to work on the Project.

C. Contra Costa Water District agrees to the following:

- (1) To compensate the State Board for all costs incurred to process the Project, up to the limit specified in Section 5A, Cost and Payment. Such costs include, but are not limited to: the salary, benefits, and administrative overhead (including paid vacation and sick leave) of the personnel (including supervisors) assigned to expedite the Project designated under this agreement.
- (2) To promptly provide any additional information the State Board staff reasonably requires in order to process the Project.
- (3) To conduct periodic meetings with State Board staff and environmental consultants to review and

coordinate ongoing CEQA compliance activities and water rights processing. These meetings may include, but not be limited to, reviewing the progress of the Project, review of environmental documents, and discussion of additional information required by the State Board.

5. Cost and Payment

- A. Unless subsequently amended, the work provided for in this agreement shall terminate at such time as any State Board decision regarding the Project becomes final or when the costs incurred by the State Board reach two hundred thousand dollars (\$200,000). Contra Costa Water District agrees that the \$200,000 figure does not constitute a representation by the State Board that the work for this Project can be performed for that amount or a lesser amount.
- B. Before any work is performed by the State Board under this Agreement, Contra Costa Water District shall advance a lump sum of \$20,000 to the State Board to be held on account for the Project. Monthly, the State Board will deduct a reimbursement from this account, based on normal State Board accounting procedures, and will invoice Contra Costa Water District for the amount of such reimbursement. Contra Costa Water District shall,

within thirty (30) calendar days of receiving an invoice, submit the amount of the invoice to the State Board at the address given on the invoice. Once the DEIR is released by Contra Costa Water District, the lump sum specified above shall be increased to \$40,000. The State Board may, at its discretion refuse to give the Project the highest priority as provided for in this Agreement so long as Contra Costa Water District has failed to remit the amount of any invoice.

- C. (1) The State Board shall provide to Contra Costa Water District the name and salary (does not include benefits and overhead) of all personnel (engineering, environmental and legal) assigned to expedite the Project designated under this agreement. The State Board shall provide written notice to Contra Costa Water District at least thirty (30) calendar days in advance of any planned change in the personnel or the costs of personnel assigned to expedite the Project. This information is provided only for accounting purposes. Contra Costa Water District understands that the State Board will incur and charge expenses for other personnel, e.g. supervisors; however, no direct charges will be made to Contra Costa Water District unless work on the Project is made a priority assignment of such personnel.

- (2) The State Board shall furnish Contra Costa Water District with a monthly summary of its accounting documents and activities performed. Such documents shall show the amount of time and activities for each State Board staff working on Contra Costa Water District's Project for that month, the combined cost of salary, and benefits for each staff, total indirect administrative charges, other charges such as rental of hearing facilities, preparation of hearing transcript, and outside reproduction, and the balance in Contra Costa Water District's account.

D. Upon termination of this Agreement:

- (1) Any funds in the Project account shall be promptly returned to Contra Costa Water District, minus any costs incurred prior to termination.
- (2) Contra Costa Water District shall promptly pay the State Board for any costs incurred prior to termination not covered by the Project account.

6. Access to Facilities, Premises and Records

During the term of this agreement and for three years following final action by the State Board on the Project, at all reasonable times, the State Auditor General, Contra Costa Water District, or any designated representative shall have access to the public records of the State Board related to the work performed under this agreement. The State Board shall make such records available to the above-named parties for inspection, audit, and copying.

7. Budget

The budget for this Agreement is attached as Exhibit A.

The parties hereto, by their representative duly authorized officials, have executed this agreement as of the last date written below.

STATE WATER RESOURCES CONTROL BOARD

\_\_\_\_\_  
James B. Stafford, Chief  
Division of Administrative Services

\_\_\_\_\_  
Date



CONTRA COSTA WATER DISTRICT

\_\_\_\_\_  
John S. Gregg, Program Manager  
Los Vaqueros Project

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Contra Costa  
Water District

EXHIBIT A

ESTIMATED BUDGET

STATE BOARD / CONTRA COSTA AGREEMENT

<u>Activities*</u>	<u>Sub Totals</u>	<u>FISCAL YEAR</u>		
		<u>91 - 92</u>	<u>92 - 93</u>	<u>93 - 94</u>
Engineering	70,000	25,000	40,000	5,000
Environmental	50,000	15,000	30,000	5,000
Legal	60,000	10,000	45,000	5,000
Support Staff	15,000	7,000	6,000	2,000
Transcript	5,000	-	5,000	-
Totals	\$200,000	\$57,000	\$126,000	\$17,000

\* Personnel classifications of existing staff who may be assigned to work on these activities includes, but is not limited to, the following:

ENGINEERING

Senior Water Resource Control Engineer (WRCE)  
 Associate WRCE  
 Associate Engineering Geologist  
 Sanitary Engineering Associate  
 Sanitary Engineering Technician

ENVIRONMENTAL

Environmental Program Manager  
 Environmental Specialist IV & III

LEGAL

Senior Staff Counsel  
 Staff Counsel

SUPPORT STAFF

Secretary  
 Office Assistant  
 Office Technician  
 Word Processing Technician  
  
 Senior Graphic Artist  
 Graphic Artist  
 Senior Delineator