

AMENDMENT NO. 4 TO
JOINT EXERCISE OF POWERS AGREEMENT
OF THE WEST COUNTY AGENCY
BY AND AMONG WEST COUNTY WASTEWATER DISTRICT
AND THE CITY OF RICHMOND AND
RICHMOND MUNICIPAL SEWER DISTRICT

The parties to this Amendment No. 4 to the Joint Exercise of Powers Agreement do mutually agree and promise as follows:

1. Parties. The parties to this Amendment No. 4 to the Joint Exercise of Powers Agreement of the West County Agency, Contra Costa County, California, a joint exercise of powers agency (Agency) are:

City of Richmond
Richmond Municipal Sewer District
West County Wastewater District

2. Purpose. This Amendment No. 4 is being entered into to amend the amended and restated Joint Exercise of Powers Agreement which was entered into by and among the West County Wastewater District, formerly known as the West Contra Costa Sanitary District, and the City of Richmond and the Richmond Municipal Sewer District, on June 15, 1984 (the "Original Agreement") and subsequently amended by Amendment No. 1 on April 2, 1990, Amendment No. 2 on November 23, 1992, and Amendment No. 3 on December 21, 1993.

3. Original Agreement Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Agreement, and any amendments thereto, which are unaffected by this Amendment No. 4.

4. Amendment Provisions. This Amendment No. 4 is subject to the Amendment Provisions attached hereto as Exhibit A and which are incorporated herein by this reference. Said Amendment

Provisions supersede any conflicting provisions of the Original Agreement or any amendment thereto.

5. Signatures. These signatures attest the parties' agreement to the provisions of this Amendment No. 4 to the Joint Exercise of Powers Agreement.

Executed on August 6, , 1996, at Richmond, California.

CITY OF RICHMOND
a municipal corporation

Attest:

[Signature]
City Clerk

By [Signature]
Vice Mayor

Approved as to form:
[Signature]
City Attorney

Executed on August 6, , 1996, at Richmond, California.

RICHMOND MUNICIPAL SEWER DISTRICT

Approved as to form:
[Signature]
City Attorney

By [Signature]
Vice Mayor

Executed on July 2 , 1996, at Richmond, California.

WEST COUNTY WASTEWATER DISTRICT

By [Signature]
Title PRESIDENT

By [Signature]
Title SECRETARY

Approved as to form:
[Signature]
District Counsel

EXHIBIT A
OF AMENDMENT NO. 4 TO THE
JOINT EXERCISE OF POWERS AGREEMENT
OF THE WEST COUNTY AGENCY

The parties have determined that it is in their best interests, in the best interests of the West County Agency and in the best interests of their constituents to cease charging their administrative costs to the West County Agency, to charge only their direct costs to the West County Agency and to continue to share Operating Costs in accordance with the Original Agreement as amended. To that end, the following amendments are hereby incorporated into the Original Agreement, as amended.

1. Section 1.18, added as part of Exhibit B of Amendment No. 3 is hereby deleted and replaced with the following:

Direct Costs

"1.18 "Direct Costs" shall mean those costs necessary for the continued business and operations of the Agency. Such costs shall include, but are not limited to permit fees, permit application fees and charges, directors' fees, legal, auditing, accounting, utilities, contract payments, studies, investigations, services and other expenses, and may include some or all of the costs defined under Section 1.11. Such costs shall not include employee wages, salaries or benefits, general overhead expenses of a Member, or the expenses generally defined as "A category" expenses in the internal reconciliations and billings between the Members. Such costs may

be incurred by the Agency or by either Member of on behalf of the Agency upon prior approval by the Agency board."

2. Section 11 is amended by amending the first paragraph as follows:

Joint Operating Fund

"A Joint Operating Fund shall be established, which shall be used to pay all Direct Costs, operating, legal, engineering and other non-capital expenses incurred by the Agency in connection with its business and operations. Each Member shall pay to the Agency its share of estimated expenses within thirty (30) days of billing and said amount shall be deposited into the Joint Operating Fund upon receipt from the Member.

3. Section 16.1, which was added by Amendment No. 3 is amended to read as follows:

Distribution of Direct Costs

"Direct Costs of the Agency shall be allocated on a 50/50 basis to each Member except where the costs are incurred on behalf of, or for the benefit of one or more of the Members, in which case the Member shall bear 100% of those costs. The Agency board, by ~~resolution passed by~~ no less than three votes, may determine other ratios, based on prorata shares of projects or on other

means, where circumstances require deviation from the above."

4. Section 17.1, which was added by Amendment No. 3, is amended to read as follows:

Payment of Direct Costs

"Upon adoption of the general budget for the ensuing year, and from time to time during the fiscal year, the Agency shall bill each Member its estimated share of Operating Costs and Direct Costs of an amount not to exceed six months at a time. Each Member hereby agrees to include in each annual budget approved by the governing body of such Member, amounts estimated to be sufficient to pay all such costs. Each Member shall pay to the Agency within thirty (30) days of the billing statement its allocated share of the Direct Costs and Operating Costs for the billing period as determined by the Agency board. Adjustment shall be made on succeeding bills to take into account actual costs incurred during the preceding billing period. The Agency is hereby authorized to take any or all legal actions necessary and permitted by law to enforce the collection of such charges or any other compliance with the Agreement, including, but not limited to, actions or proceedings in mandamus to require each Member to include the amounts estimated to be necessary in

each such estimated annual budget, or to collect such charges from the taxpayers, land owners or users of any other facilities."