

AMENDMENT NO. 2 TO
JOINT EXERCISE OF POWERS AGREEMENT
OF THE WEST COUNTY AGENCY
BY AND AMONG WEST CONTRA COSTA SANITARY DISTRICT
AND THE CITY OF RICHMOND AND
RICHMOND MUNICIPAL SEWER DISTRICT

The parties to this Amendment No. 2 to the Joint Exercise of Powers Agreement do mutually agree and promise as follows:

1. **Parties.** The parties to this Amendment No. 2 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 Contra Costa Sanitary District

2. **Purpose.** This Amendment No. 2 is being entered into to amend the amended and restated Joint Exercise of Powers Agreement which was entered into by and among the West Contra Costa Sanitary District and the City of Richmond and the Richmond Municipal Sewer District on June 15, 1984, and subsequently amended by Amendment No. 1 on April 2, 1990. Said agreement shall hereinafter be referred to as the "Original Agreement" and is incorporated herein by reference.

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. 2.

4. **Amendment Provisions.** This Amendment No. 2 is subject to the Amendment Provisions attached hereto as Exhibit 1 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. 2 to the Joint Exercise of Powers Agreement:

Executed on November 23, 1992, at Richmond, California.

CITY OF RICHMOND
a municipal corporation

Attest:

Cula M. Barnes
City Clerk

By *[Signature]*
Mayor

Approved as to form:

[Signature]
City Attorney

Executed on _____, 1992, at _____, California.

RICHMOND MUNICIPAL SEWER DISTRICT

By _____
Title _____

By _____
Title _____

Approved as to form:

District Counsel

Executed on December 1, 1992, at Richmond, California.

WEST CONTRA COSTA SANITARY DISTRICT

By *[Signature]*
Title President

By *[Signature]*
Title Secretary

Approved as to form:

[Signature]
District Counsel

AMENDMENT PROVISIONS

1. Schedule A, Methodology for Distribution of Capital Costs of the Amended and Restated Joint Exercise of Powers Agreement of the West County Agency is hereby amended to reflect the Final Percentage Allocations of the Wastewater Management Program to read as follows:

SCHEDULE A
ALLOCATION OF CAPITAL COSTS OF THE
C06-1154 GRANT/PROJECT ELEMENTS

The allocation of capital costs have been developed by staff of members City of Richmond and West Contra Costa Sanitary District as percentage allocation of each element of each grant/project of the C06-1154 Clean Water Grant Wastewater Management Program according to the following schedule:

<u>Project A1 (110)</u>	WCCSD %	RICH. %
<u>Submarine Outfall (Joint Use)</u>		
Predesign/Design (010,100)	32.00%	68.00%
R.O.W./Easements	32.00%	68.00%
Construction	32.00%	68.00%
Engineering/Other	32.00%	68.00%
<u>Project A4 (120)</u>		
<u>Richmond WPCP Improvement (Sole Use)</u>		
Predesign/Design (010,100)	0.00%	100.00%
Construction	0.00%	100.00%
Engineering/Other	0.00%	100.00%
<u>Project A3 (130)</u>		
<u>Effluent Pump Station (Joint Use)</u>		
Predesign/Design (010,100)	99.20%	0.80%
Construction	99.20%	0.80%
Engineering/Other	99.20%	0.80%
<u>Project A2 (140)</u>		
<u>Transmission Pipeline (Joint Use)</u>		
Predesign/Design (010,100)	77.30%	22.70%
R.O.W./Easements/Tunnel	77.30%	22.70%
Construction	77.30%	22.70%
Engineering/Other	77.30%	22.70%

	WCCSD %	RICH.%	OTHERS%
<u>Project B1 (210)</u>			
<u>Richmond Pump Station (Sole Use)</u>			
Predesign/Design (010,200)	0.00%	100.00%	
Construction	0.00%	100.00%	
Engineering/Other	0.00%	100.00%	
<u>Project B3 (220)</u>			
<u>Equalization Basins & Sludge Handling Facilities (Joint Use)</u>			
Predesign/Design (010,200)	76.55%	23.45%	
Land	100.00%	0.00%	
Construction	78.18%	21.82%	
Change Orders	85.96%	14.04%	
Eng./Other--Overall project	78.87%	21.13%	
Eng./Other--Equal.Basin Wall Repair	100.00%	0.00%	
Eng./Other--Sludge Lagoons, Hazardous Waste Removal	50.00%	50.00%	
<u>Project B2 Phase 1 (230)</u>			
<u>Treatment Plant Additions and Modifications (Sole Use)</u>			
Predesign/Design (010,200)	100.00%	0.00%	
Construction	100.00%	0.00%	
Engineering/Other	100.00%	0.00%	
<u>Project B2 Phase 2 (240)</u>			
<u>Treatment Plant Modifications (Sole Use)</u>			
Predesign/Design (010,200)	100.00%	0.00%	
Construction	100.00%	0.00%	
Engineering/Other	100.00%	0.00%	
<u>Clean Water Grant (015) Step 1</u>			
<u>Ultimate Sludge Disposal/Energy Recovery</u>			
Predesign/Design (010)	100.00%	0.00%	
<u>State Solid Waste Management Grant (400)</u>			
<u>Ultimate Sludge Disposal/Energy Recovery</u>			
Design	100.00%	0.00%	
<u>Old WCA Facilities Planning Grant (010)</u>			
Predesign	38.00%	38.00%	24.00%

2. Sub-Schedules A1 and A2 are hereby deleted.