

SIXTH AMENDMENT TO
SEWERAGE AGENCY OF SOUTHERN MARIN
JOINT EXERCISE OF POWERS AGREEMENT

THIS SIXTH AMENDMENT to Sewerage Agency of Southern Marin Joint Exercise of Powers Agreement, is dated for convenience as of July 1, 1987, and is by and between ALMONTE SANITARY DISTRICT, ALTO SANITARY DISTRICT, CITY OF MILL VALLEY, RICHARDSON BAY SANITARY DISTRICT, TAMALPAIS COMMUNITY SERVICES DISTRICT and HOMESTEAD VALLEY SANITARY DISTRICT.

R E C I T A L S

WHEREAS, the parties hereto have previously entered into an Agreement entitled, "SEWERAGE AGENCY OF SOUTHERN MARIN JOINT EXERCISE OF POWERS AGREEMENT," dated for convenience as of June 1, 1979, as subsequently amended; and

WHEREAS, the Agency and the Member Entities are, individually, empowered by law to procure and maintain in effect policies of insurance providing coverage for losses, indemnity and defense arising out of occurrences and events related to such risks as: claims for bodily injury, property damages, personal injuries, public officials errors and omissions, and other forms of liability; casualty losses to real and personal property; workers compensation; and, health and welfare benefits; and

WHEREAS, under the Act (specifically Section 6502 of the California Government Code) and also under Government Code § 990.8, two or more public entities may, by a joint exercise of powers agreement (such as the Agreement between the parties hereto), provide insurance for any purpose; and

WHEREAS, pursuant to Government Code §§ 990.4 and 990.8, such joint coverage may be provided by self-insurance, insurance in an insurer authorized to transact such business in this State, insurance secured in accordance with certain provisions of the California Insurance Code, or any combination of such methods; and

WHEREAS, the parties desire to further amend this Agreement to expressly authorize the Agency and the Member Entities, or any combination of any of them, to act jointly to secure insurance and/or self-insurance coverage,

NOW, THEREFORE, the parties hereto do hereby agree to amend said Agreement by amending Section 5 to read as follows:

"Section 5. Powers. The Agency shall have the power and authorization to plan, acquire, construct, maintain and operate facilities, for either joint or sole use, for the collection, treatment, reclamation and disposal of sewage and other wastewater for the benefit of lands and inhabitants within or without the boundaries of the Member Entities. The Member Entities will relinquish to, and the Agency will assume for the benefit of the Member Entities, responsibility for all functions pertaining to the treatment, reclamation and disposal of sewage and other wastewater. The Agency may enter into contracts to perform any or all of these functions.

The Agency is hereby authorized, in its own name, to do all acts necessary for the exercise of said power for said purposes, including but not limited to any or all of the following: to make and enter into contracts; apply for and accept grants, advances, and contributions; to employ agents, consultants and employees; to acquire, construct, manage, maintain and operate any buildings, works or improvements; to acquire, hold or dispose of property; to sue and be sued in its own name; to incur debts, liabilities, or obligations; to issue revenue bonds, notes, warrants, and other evidences of indebtedness to finance the costs and incidental expenses of the projects of the Agency; to exercise all powers conferred by the Act; and to exercise all other powers common to the Member Entities not herein specifically mentioned which may be necessary to carry out the purpose of this Agreement.

The Agency and/or any one or more of its Member Entities are further authorized to jointly participate in any program of insurance or self-insurance as to which participation by public agencies is authorized under California Law. Participation may take the form of a joint program involving only the the participation of parties to this Agreement, or the participating parties may join with other public agencies by means of an insurance or self-insurance pool, a joint exercise of powers agreement or any other similar arrangement which is permissible under California law. The expense of participation in such joint insurance or self-insurance programs shall be shared proportionately by the participants according to their respective responsibilities for the costs of premiums, deductibles, fees, retentions or other assessments of any kind, as well as any costs of administration and overhead. In determining a participant's proportionate financial responsibility for such costs, all relevant factors may be considered including the participant's loss history and the nature and extent of the risks to which the participant is exposed. No part of the costs of any such program shall be borne, directly or indirectly, by any party to this Agreement who is not a participant in that program. Notwithstanding the authorization provided for herein, no Member Entity shall be entitled as a matter of right to participate in any such program without the approval of the other participants. To that end, the right is reserved to the other participants in a program to exclude or discontinue the participation of any Member Entity in a program if, by a majority vote of all participants, it is determined that participation by a Member Entity would be disadvantageous to the other participants.

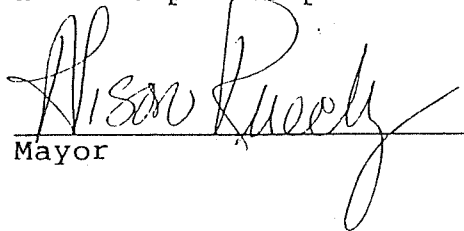
No debt, liability or obligation of the Agency shall constitute a debt, liability or obligation of any Member Entity.

The Agency has no power to levy or cause to be levied ad valorem property taxes.

The powers are subject to the restrictions upon the manner of exercising the powers as provided in the Sanitary District Act of 1923, Division 6 of the Health and Safety Code of the State of California, as amended."

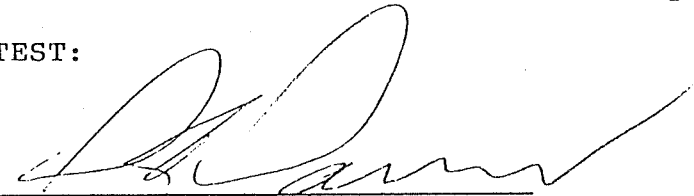
This Sixth Amendment shall become effective when all parties hereto shall have authorized execution thereof by their respective governing bodies.

CITY OF MILL VALLEY,
a Municipal Corporation



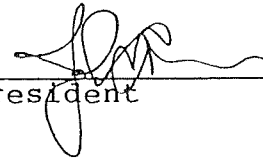
Mayor

ATTEST:



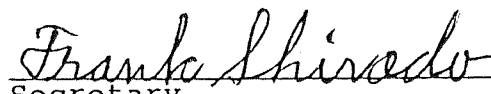
City Clerk
(SEAL)

ALMONTE SANITARY DISTRICT,
a Public Corporation




President

COUNTERSIGN:




Secretary
(SEAL)

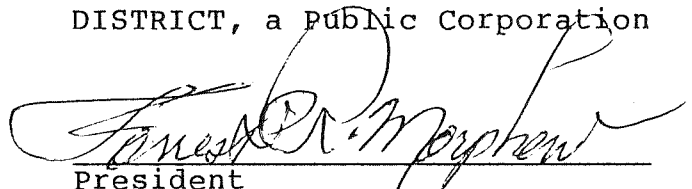
ALTO SANITARY DISTRICT,
a Public Corporation


President

COUNTERSIGN:


Secretary (SEAL)

RICHARDSON BAY SANITARY
DISTRICT, a Public Corporation


President

COUNTERSIGN:


Secretary (SEAL)

TAMALPAIS COMMUNITY SERVICES
DISTRICT, a Public Corporation

Michael Bronk
President

ATTEST:

John G. Mikkel
Secretary (SEAL)

HOMESTEAD VALLEY SANITARY
DISTRICT, a Public Corporation

Bertram L. Davis
President

COUNTERSIGN:

Annance J. J. J.
Secretary (SEAL)