

RICHARDSON BAY FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDMENT, made and entered into this 21st day of July, 2018, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITIES OF BELVEDERE, MILL VALLEY, and TIBURON, municipal corporations of the State of California, hereinafter referred to as "CITIES".

WITNESSETH

WHEREAS, COUNTY and CITIES entered into a Joint Exercise of Powers Agreement ("Agreement") dated October 5, 2000 for the mutual exercise of certain functions within the waters of Richardson Bay would be beneficial to all parties;

WHEREAS, on July 1, 2017, the City of Sausalito withdrew from the Agreement; and

WHEREAS, the parties seek to make amendments to the Agreement to clarify the Agreement terms and to update the COUNTY and CITIES contributions due to Sausalito's withdrawal.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The governing body of the Agency shall be constituted of four (4) members, one to be selected by the Board of Supervisors with respect to the COUNTY representative, and one to be selected by each City Council with respect to the representative of each of the CITIES. Such member appointed shall be a member of the Board of Supervisors or City Council and shall serve at the pleasure of such governmental body. The governing body shall elect from its own members a Chairman and Vice Chairman whose terms of office shall be two years. The Chairman and Vice Chairman may not be reelected to a second consecutive term in the same office. An alternate may be appointed by each member jurisdiction and such alternate may act for the member jurisdiction in the absence of the regular member of the governing body.

2. Paragraph 3 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The members shall each have one vote in all matters brought before the Agency provided, however, that on any matter affecting any member CITY

or COUNTY's jurisdiction solely to be taken in that jurisdiction a no vote from the member of the affected CITY or COUNTY shall prohibit the Agency from taking the proposed action within the affected jurisdiction's boundaries. The no vote provided for in the precedent sentence may be cast by a member within thirty (30) days of notice of the proposed action. In the event a no vote is not cast in such period it shall be deemed waived.

3. Paragraph 7 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

On or before May 1 of each calendar year the Agency shall establish the amount of money necessary to support its activities for the next succeeding fiscal year commencing July 1 of that year provided. The parties shall contribute to the Agency among the parties hereto as follows:

| Agency | Percentage Share |
|-------------|------------------|
| County | 65.4 |
| Tiburon | 15.4 |
| Mill Valley | 7.7 |
| Belvedere | 11.5 |

Increases in agency revenue in keeping with the cost distribution formula shall require the following procedure:

- a. An increase of up to fifteen (15) percent in the agency revenue from the prior fiscal year shall require a simple majority vote of the Agency.
- b. An increase of greater than fifteen (15) percent but less than thirty (30) percent in the agency revenue from the prior fiscal year shall require a 2/3 vote of the Agency.
- c. An increase of (30) percent or greater in agency revenue from the prior fiscal year shall require a unanimous vote of the Agency, and a resolution by the governing boards of all member jurisdictions.

4. Paragraph 24 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

COUNTY or a CITY may withdraw from Agency, which withdrawal shall have the effect of requiring a renegotiation of this Agreement, dissolution of the Agency or a resolution by the member agencies remaining to provide for the new cost distribution formula. Any member wishing to withdraw may do so only on July 1 of any such year, and shall provide the Agency with at least 180 days' notice in writing of its withdrawal. Any prior member may seek to rejoin the Agency by noticing such intent to the Agency in writing and shall be voted on by the Agency board. If the Agency board votes to permit the prior member to rejoin during the fiscal year, the budget for the fiscal year shall remain the same but shall require a resolution by the member agencies to provide for the new cost distribution formula. Such cost distribution formula shall be consistent with prior percentage shares of the member agencies.

Upon dissolution of Agency funds and property shall be distributed as follows:

- a. discharge of any liability shown on the books of the Agency;
- b. any remaining assets to be divided according to the amount of contribution by COUNTY and CITIES.

The distribution of assets may be made in kind or assets may be sold and proceeds thereof distributed to COUNTY or CITIES, provided, however, that all facilities and rights assigned or transferred by COUNTY or CITIES to Agency shall be reconveyed to said COUNTY or CITY free and clear of all encumbrances and liens of any kind not in existence at the time of conveyance to Agency. Upon dissolution of Agency the responsibility of COUNTY or CITIES to contribute to the discharge of enforceable liabilities incurred by Agency shall be limited to the portion that the contribution made by the COUNTY or CITIES bears to the total contributions made to agency from the effective date of this Agreement to the date of dissolution.

5. This Amendment shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties.

6. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement not specifically modified, amended or superseded herein remain unchanged and in full force and effect.