

# West County Agency Dissolution Agreement

This West County Agency Dissolution Agreement (“**Agreement**”) is effective as of \_\_\_\_\_, 2024 (“**Effective Date**”) and is between the West County Wastewater District, a sanitary district organized and existing pursuant to the provisions of California Health and Safety Code Sections 6400 *et seq.* (“**WCW**”), the City of Richmond, a municipal corporation (“**City**”), and the Richmond Municipal Sewer District, a public corporation and a sewer district organized and existing pursuant to the provisions of California Health and Safety Code Sections 4600 *et seq.* in the State of California (“**RMSD**”). WCW and Richmond/RMSD are each referred to as a “**Party**,” and together as the “**Parties**.”

A. WCW, the City, and RMSD are all members of the West County Agency (“**WCA**”) as established by the Joint Exercise of Powers Agreement (the “**JPA Agreement**”), executed by the Parties on February 15, 1977; amended the Agreement on August 11, 1981, amended and restated the agreement on June 15, 1984, and further amended the Agreement on April 2, 1990, November 23, 1992, December 21, 1993, August 6, 1996, and July 21, 2020. The Parties executed an Amended and Restated Joint Powers Agreement on June 20, 2024.

B. Section 20.1 of the JPA Agreement, as restated on June 20, 2024, provides that upon termination of the JPA, “the assets of the Agency will be divided among the [parties] in a manner that is equitable and consistent with the use and operation of the Facilities and in compliance with discharge permit requirements. Upon dissolution of the Agency, the Parties will mutually determine ownership of the Facilities and may enter into Joint Use Agreements or other agreements to share costs and liabilities associated with continued joint use of any Facility.”

C. As of the Effective Date, the Parties have agreed to dissolve WCA pursuant to Section 20.1 of the JPA Agreement. This Agreement provides the terms and conditions of the dissolution of the WCA, the termination of the JPA Agreement, and the allocation of WCA assets between the Parties. Concurrently with this Agreement, the Parties are executing the *Operating Agreement (WCW and City of Richmond Joint Assets)* (the “**Operating Agreement**”) to provide for the continued operation, maintenance, and joint use of the WCA assets as further described in the Operating Agreement.

The Parties therefore agree as follows:

1. **Dissolution of WCA.** Effective as of December 31, 2024 (the “**Dissolution Date**”), WCA is dissolved. The Parties consent to this dissolution according to the terms and conditions of this Agreement.

2. **Costs and Liabilities.**

2.1 After the Dissolution Date, WCA will not incur any operational, maintenance, capital, or administrative costs. Any costs or liabilities of WCA that remain or arise after the Dissolution Date shall be apportioned by the parties according to their responsibility for that cost as specified in the JPA Agreement. WCA has no UAL/OPEB liability.

2.2 WCW shall be the primary contact for receiving and processing any claims or liabilities that arise or are presented after dissolution of the WCA, in cooperation with the City.

3. **NPDES Permit.**

3.1 Pursuant to 40 CFR 122.61(b)(2), as of the Dissolution Date, the WCA's NPDES Permit, including permit responsibility, coverage, and liability, will be jointly transferred to WCW and the City and RMSD. Permit liability and other provisions shall be allocated as described more fully in the permit. The Parties shall notify the Regional Water Quality Control Board at least 30 days in advance of the proposed transfer date as required in Section 40 CFR 1122.61(b)(1).

3.2 The City shall pay all joint fees associated with the NPDES permit, including the annual NPDES permit fee to SWRCB, BACWA fees associated with joint outfall discharge as co-permittees (excluding BACWA dues and fees that are assessed separately to the Parties), and the regional monitoring program fees. The City will invoice WCW for 50% of the total cost of such fees, which WCW shall pay within 60 days of receipt of an undisputed invoice. If WCW disputes a fee or charge, the Parties will meet and confer to resolve the dispute as provided in Section 10.

#### 4. **Dissolution Procedures.**

4.1 Following the Dissolution Date, WCW shall take all actions necessary to liquidate and distribute WCA's financial assets. WCW staff is delegated authority to sign documents on behalf of WCA or take other actions as necessary to effectuate the financial wind-up of the JPA. Specifically, WCW will:

- A. Pay all liabilities incurred by or owed by WCA as of the Dissolution Date;
- B. Coordinate WCA's financial audit for all applicable fiscal years;
- C. Complete all required tax filings or disclosures with respect to WCA Director compensation for the 2024 calendar year, and any other filing requirements pertaining to state or federal taxes;
- D. Close the WCA bank account;
- E. Distribute all remaining cash assets to the Parties according to their contributions. An estimated accounting of liabilities and a proposed settlement of surplus funds is attached hereto as Exhibit A. The costs described in Exhibit A are attached as an exemplar only and subject to change based on final reconciliation.

4.2 WCW will file all required notices regarding dissolution of the JPA with the California Secretary of State and Local Area Formation Commission (LAFCO).

4.3 All documents and records of WCA will be transferred to WCW. WCW staff may dispose of any WCA records consistent with WCW's records retention policy.

#### 5. **Real Property Allocation.**

5.1 Individual Assets. The JPA Agreement specified that the 36" pipeline was an individual asset of WCW, and the 6" sludge pipeline is an individual asset of the City. The 36" pipeline and the 6" sludge line are both located within easements held by WCA and in public right-of-way between the West County Wastewater District Treatment Plant and the Richmond Municipal Sewer District Water Pollution Control Plant (the "**Richmond Plant**"). Within thirty days of the Effective Date, and following approval of this Agreement by the WCA Board, the Parties will execute Quitclaim Deeds and Bills of Sale, in a form substantially similar to those attached as Exhibit B and Exhibit C, to

effectuate the transfer of real and personal property rights associated with the 36" and 6" pipelines to WCW and the City, respectively.

5.2 **Joint Facilities.** The JPA Agreement contains a list of the WCA assets that must be allocated upon dissolution. Ownership of the assets described below will be vested in the City (the "**Joint Facilities**"). The Parties' rights and obligations with respect to the operation, maintenance, and cost sharing of the Joint Facilities is further described in the Operating Agreement. WCA will transfer the Joint Facilities to the City within thirty (30) days of the Effective Date and following approval of this Agreement by the WCA Board.

A. **Submarine Outfall, Outfall Diffusers, and ATON Buoys:** The City shall own and maintain the submarine outfall, outfall diffusers, and ATON Buoys, given their location and primary usage by the City. WCA shall convey these facilities to the City of Richmond via a Bill of Sale in a form substantially similar to that attached as Exhibit D.

B. **Transmission Pipeline from Confluence Structure to Outfall:** The City shall own and maintain the Transmission Pipeline. WCA shall convey the pipeline to the City via a Bill of Sale in a form substantially similar to that attached as Exhibit E. The Parties are working with the East Bay Regional Park District to secure an easement for the Transmission Pipeline in favor of the City.

C. **SBS Facility:** The City shall own and maintain the SBS Facility located at the Richmond Plant. No personal property transfer documents are necessary as this facility is already located on the City's property.

5.3 **Cathodic Protection System:** WCW shall own and maintain the Cathodic Protection System currently protecting the 6" and 36" pipelines. Within thirty (30) days of the Effective Date and following approval of this Agreement by the WCA Board, WCA shall convey the Cathodic Protection System to WCW via a Bill of Sale in a form substantially similar to that attached as Exhibit F.

6. **Operating Agreements.** Concurrently with the execution of this Agreement, the Parties shall enter into the Operating Agreement. In the event of a conflict between this Agreement and the Operating Agreement, the terms of the Operating Agreement will prevail.

7. **Assignment of Contracts.**

7.1 **WCA Contracts to City.** Within thirty (30) days of the Effective Date, and following approval of this Agreement by the WCA Board, WCA shall assign to the City the following contracts, and any other existing WCA contracts that require extension beyond the Dissolution Date, pursuant to the *Assignment and Assumption Agreement* attached hereto as Exhibit G:

A. **Grant of Use** from the City and County of San Francisco, acting by and through the San Francisco Port Commission, to the West County Agency of Contra Costa County, dated November 1, 1978.

7.2 **WCA Contracts to WCW.** Within thirty (30) days of the Effective Date, and following approval of this Agreement by the WCA Board, WCA shall assign to WCW the following

contracts, and any other existing WCA contracts that require extension beyond the Dissolution Date, pursuant to the *Assignment and Assumption Agreement* attached hereto as Exhibit H:

A. *Consultant Services Agreement (Audit Service)* between Maze and Associates Accountancy Corporation and the West County Agency, dated September 1, 2023.

B. *Contract* between Global Diving & Salvage, Inc., and West County Agency, dated July 19, 2021, for ATON Buoy Repair and Replacement.

8. **Release of Claims.** The members hereby release each other, including its officers, agents and employees, from any and all claims (except for each Party's satisfaction of its obligations under Section 2 of this Agreement) arising out of or relating to the debts, liabilities, obligations, or facilities of WCA that arise after the Effective Date.

9. **Indemnification.**

9.1 WCW shall indemnify, defend, and hold harmless the City/RMSD from and against any and all liability, administrative actions, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with: (1) the debts, liabilities, operations, or obligations of WCW with respect to its participation in WCA prior to the Dissolution Date; (2) any claims arising out of or relating to this Agreement that are a results of WCW's acts or omissions on or after the Dissolution Date; and (3) WCW's share of any claims that arise while WCW is a co-permittee under the NPDES permit and that are shared liabilities deemed the responsibility of all permittees.

9.2 The City/RMSD shall indemnify, defend, and hold harmless WCW from and against any and all liability, administrative actions, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with: (1) the debts, liabilities, operations, or obligations of the City/RMSD with respect to its participation in WCA prior to the Dissolution Date; (2) any claims arising out of or relating to this Agreement that are a results of the City/RMSD's acts or omissions on or after the Dissolution Date; and (3) the City's share of any claims that arise while the City is a co-permittee under the NPDES permit and that are shared liabilities deemed the responsibility of all permittees.

10. **Dispute Resolution.** In the event of any dispute, the Parties will promptly meet and confer, first at a staff level and then elevated to the Parties' governing bodies, in a good faith attempt to resolve the dispute. In connection with such negotiations, the Party asserting the dispute must provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation. If a dispute cannot be resolved by the parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the west Contra Costa area. The cost of mediation will be shared equally. In the alternative, a Party may choose to resolve questions or disputes arising under this Agreement through arbitration or judicial determination.

11. **Effect on Prior Rights.** The terms of this Agreement govern the Parties and supersede all contrary terms in prior agreements between the Parties, including but not limited to the JPA Agreement.

12. **Further Assurances.** Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate

to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement and transfer of the property rights contemplated in this Agreement.

**13. Miscellaneous.**

13.1 *Integration, Governing Law, Amendment.* This Agreement represents the entire understanding of the Parties as to their interests and obligations relating the dissolution of the WCA. To the extent that it contradicts or varies from this Agreement, no prior oral or written understanding will be of any force or effect with respect to the matters covered by this Agreement. This Agreement is governed by the laws of the State of California and will be construed as if drafted by all Parties. This Agreement may not be modified except in writing, approved and executed by the Parties.

13.2 *Third Parties.* This Agreement does not create any third-party beneficiary or any rights in any person or party other than the Parties.

13.3 *Signing Authority.* Each Party represents and warrants that each person or persons executing this Agreement on its behalf is duly authorized to do so by the respective Party and that this Agreement binds the Parties.

13.4 *Notices.* Any written notice required by this Agreement will be made by U.S. mail or by reliable overnight courier and delivered to the following address, together with a courtesy copy by email:

To WCW:                    West County Wastewater District  
                                  2910 Hilltop Drive  
                                  Richmond, CA 94806  
                                  Attn: General Manager

To RMSD/ the City:                    City of Richmond  
                                  450 Civic Center Plaza  
                                  Richmond, CA 94804  
                                  Attn: City Manager

Either Party may, by written notice to the other, designate a different address or addressee, which will be substituted immediately for that specified above.

13.5 *Severability.* If any provision of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been set forth herein, and the remainder will be enforceable to the fullest extent permitted by law.

13.6 *Successors & Assigns.* The terms of this Agreement are binding upon and will inure to the benefit of and be enforceable by the respective successors and assigns of the Parties.

13.7 *Counterparts*. This Agreement may be executed in counterparts, each of which is an original, but all of which together will constitute one and the same instrument.

The Parties are signing this Agreement as of the Effective Date.

**WEST COUNTY WASTEWATER DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to Form:  
Hanson Bridgett, LLP

By: \_\_\_\_\_  
District Counsel

**THE CITY OF RICHMOND**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to Form:  
Pamela Christian, City Clerk

By: \_\_\_\_\_  
Dave Aleshire, City Attorney

**RICHMOND MUNICIPAL SEWER DISTRICT**

**THE CITY OF RICHMOND**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to Form:  
Pamela Christian, City Clerk

By: \_\_\_\_\_  
Dave Aleshire, City Attorney

**Exhibit A**  
**Estimated Accounting Statement**



**Exhibit B**

**Form of Easement for 6" and 36" Lines**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

West County Wastewater District  
2910 Hilltop Drive  
Richmond, CA 94806  
Attn: General Manager

Exempt from Doc. Transfer Tax per R&TC § 11922  
Exempt from Recording Fee per Gov. C. § 6103

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

APNs: 408-170-028, 014, 063, & 058; 408-160-018, 019;  
561-110-006; 534-011-015, 017; 534-021-001, 002, 003, 009;  
534-090-002; 560-310-044

**QUITCLAIM DEED**

(Easements for 6” Sludge Line and 36” Water Pipeline)

The West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq* (“WCA”) holds title to the certain permanent pipeline easement(s) attached hereto as Exhibit A (the “Easements”). The City of Richmond, a municipal corporation (“City”), the Richmond Municipal Sewer District, a public corporation and a sewer district organized and existing pursuant to the provisions of California Health and Safety Code Sections 4600 *et seq.* in the State of California (“RMSD”), and West County Wastewater District, a sanitary district organized and existing pursuant to the provisions of California Health and Safety Code Sections 6400 *et seq.* (“WCW”), are members of the WCA. WCW, RMSD and the City have agreed to dissolve the WCA effective December 31, 2024.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the WCA hereby conveys to the City, all of WCA’s right, title, and interest in its pipeline easements for a 6” sludge line (described in the Easements as a “sludge pipe”), which runs between the West County Wastewater District Treatment Plant to the Richmond Municipal Sewer District Water Pollution Control Plant, as further described and depicted in the Easements.

Grantor hereby conveys to WCW, all of WCA’s right, title, and interest in its pipeline easements for a 36” water pipeline, which delivers treatment wastewater effluent from the West County Wastewater District Treatment Plant to the Richmond Municipal Sewer District Water Pollution Control Plant, as further described and depicted in the Easements.

The City’s 6” sludge line and WCW’s 36” pipeline are both located within the easement areas described and depicted in the Easements. The rights, title and interests hereby quitclaimed are for the purpose of transferring real property and property rights for the pipelines as provided in the *West County Agency Dissolution Agreement* dated \_\_\_\_\_, 2024, by and between WCW, RMSD, and the City. As part of the dissolution of the WCA, the Parties intend by this instrument to vest ownership of the 6” line to the City, and ownership of the 36” line to WCW. Both the City and WCW shall have the continued right to access the easement area and the pipelines therein for the purpose of operating, constructing, maintaining, upsizing, relocating, or removing their respective pipelines.

Date:

**WEST COUNTY AGENCY**

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**WEST COUNTY WASTEWATER DISTRICT**

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Andrew Clough, General Manager

**APPROVED AS TO FORM:**

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Nicole Witt, General Manager

**CITY OF RICHMOND**

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By: Shasa Curl, City Manager

**APPROVED AS TO FORM:**

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Pamela Christian, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Contra Costa )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Contra Costa )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_ from the West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq.*, to West County Wastewater District, a sanitary district organized and existing pursuant to the provisions of California Health and Safety Code Sections 6400 *et seq.*, is hereby accepted by order of the undersigned officer pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the Board of Directors of West County Wastewater District adopted on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Secretary of the District  
West County Wastewater District

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_ from the West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq.*, to the City of Richmond, a municipal corporation ("Grantee"), is hereby accepted by order of the undersigned officer pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the Richmond City Council, adopted on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

## **Exhibit A to Quitclaim Deed Easements to be Quitclaimed**

The Easements include all right, title, and interest as further described in the instruments and as otherwise specified below:

(1) *Grant of Easement* from De Carlo's Cabinet Shop, Inc. to West County Agency of Contra Costa County, California, recorded in Book 9182, Page 101 in the official records of Contra Costa County, on January 12, 1979.  
(APN: 408-170-028)

(2) *Grant of Easement* from Joseph B. Nusbaum and Anne G. Nusbaum, aka Anne Nusbaum, his wife, to West County Agency of Contra Costa County, California, recorded in Book 9144, page 117 in the official records of Contra Costa County as instrument no. 78-179296, on December 14, 1978.  
(APN: 408-170-014)

(3) *Grant of Easement* from John G. MacPherson, a single man, to West County Agency of Contra Costa County, California, recorded in Book 9144, page 128 in the official records of Contra Costa County as instrument no. 78-179299, on December 14, 1978.  
(APN: 408-170-063)

(4) *Grant of Easement* from Herman E. Martin and Catherine A. Martin, his wife, to West County Agency of Contra Costa County, California, recorded in Book 9161, page 106 in the official records of Contra Costa County as instrument no. 78-186149, on December 27, 1978.  
(APN: 408-170-058)

(5) *Grant of Easement* from M.V. Nursery, Inc., to West County Agency of Contra Costa County, California, recorded in Book 9182, page 107 in the official records of Contra Costa County as instrument no. 79-5302, on January 12, 1979.  
(APN: 408-170-058)

(6) *Grant of Easement* from Edward James Hegarty to West County Agency of Contra Costa County, California, recorded in Book 9313, page 117 in the official records of Contra Costa County as instrument no. 79-49937 on April 18, 1979.  
(APN: 408-160-018 & 019)

(7) *Grant of Easement* from West Richmond Nursery Company to West County Agency of Contra Costa County, California, recorded in Book 9234, page 069 in the official records of Contra Costa County as instrument no. [ ], on [date].  
(no associated APN: now W Gertrude Ave right-of-way)

(8) *Grant of Easement* from John Canepa and Harry Costa, to West County Agency of Contra Costa County, California, recorded in Book 9161, page 94 in the official records of Contra Costa County as instrument no. 78-186145, on December 27, 1978.  
(APN: 561-110-006)



(9) *Tax Deed to Purchaser of Real Property* between the Tax Collector of Contra Costa County, acting on behalf of the State of California, and West County Agency, recorded in Book 10989, page 233 in the official records of Contra Costa County as instrument no. 82-151006, on October 29, 1982.  
(APN: 534-011-017 & 015)

(10) *Grant of Easement* from Eugene A. Taliaferro, to West County Agency of Contra Costa County, California, , recorded in Book 9144, page 110 in the official records of Contra Costa County as instrument no. 78-179294, on December 14, 1978.  
(APN: 534-021-001)

(11) *Grant of Easement* from Charles E. Morgan, to West County Agency of Contra Costa County, California, recorded in Book 9161, page 100 in the official records of Contra Costa County as instrument no. 78-186147, on December 27, 1978.  
(APN: 534-021-002)

(12) *Grant of Easement* from Cleveland Washington and Cora Washington, husband and wife, to West County Agency, a joint powers agency, recorded in Book 9144, page 113 in the official records of Contra Costa County as instrument no. 78-179295 on December 14, 1978.  
(APN: 534-021-003)

(13) *Grant of Easement* from Charlie Sanders and Allie Ruth Sanders to West County Agency, a joint powers agency, recorded in Book 9144, page 131 in the official records of Contra Costa County as instrument no. 78-179300, on December 14, 1978.  
(APN: 534-021-009)

(14) *Grant of Easement* from the Board of Education of Richmond Unified School District to West County Agency of Contra Costa County, recorded in Book 9178, page 62 in the official records of Contra Costa County as instrument no. 79-4040 on January 10, 1979.  
(APN: 534-090-002)

(15) *Easement* from Santa Fe Land Improvement Company to West County Agency of Contra Costa County, recorded in Book 9167, page 166 in the official records of Contra Costa County as instrument no. 78-188560 on December 29, 1978.  
(APN: 560-310-044)

(16) all other right, title, and interest in, upon, or otherwise pertaining to, any lands within the County of Richmond, State of California, held by WCA on the date of recording hereof, including without limitation easements, rights of way, reservations, dedications, and any other interests in land, whether recorded or unrecorded, that pertain to the 36" or 6" pipelines.

**Exhibit C**

**Form of Bill of Sale for 6" and 36" Pipeline**

**BILL OF SALE**

For valuable consideration, receipt of which is acknowledged, the West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq* ("**Seller**"), hereby sells, assigns, transfers and delivers to the City of Richmond, a municipal corporation ("**Buyer**"), the pipeline known as the 6" sludge line, including all appurtenant structures, which transmits sludge and leachate between the West County Wastewater District Treatment Plant and the Richmond Municipal Sewer District Water Pollution Control Plant.

Date: \_\_\_\_\_, 2024

WEST COUNTY AGENCY

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**BILL OF SALE**

For valuable consideration, receipt of which is acknowledged, the West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq* ("**Seller**"), hereby sells, assigns, transfers and delivers to West County Wastewater District, a sanitary district organized and existing pursuant to the provisions of California Health and Safety Code Sections 6400 *et seq*. ("**Buyer**"), the pipeline known as the 36" water pipeline, including all appurtenant structures, which transmits treated wastewater effluent from the West County Wastewater District Treatment Plant to the Richmond Municipal Sewer District Water Pollution Control Plant.

Date: \_\_\_\_\_, 2024

WEST COUNTY AGENCY

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**Exhibit D**

**Form of Bill of Sale for Submarine Outfall, Diffuser, Buoys**

**BILL OF SALE**

For valuable consideration, receipt of which is acknowledged, the West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq* ("**Seller**"), hereby sells, assigns, transfers and delivers to the City of Richmond, a municipal corporation ("**Buyer**"), the facilities known as the submarine outfall, outfall diffusers, and the Aid to Navigation (AtoN) marker buoys, which facilitate the ocean discharge of treated wastewater effluent from the Richmond Municipal Sewer District Water Pollution Control Plant. The submarine outfall, diffusers and floating markers are further described in the *Grant of Use* between the City and County of San Francisco, acting by and through the San Francisco Port Commission, and the West County Agency of Contra Costa County, dated November 1, 1978, and recorded in Book 9167, page 173, in the official records of the County of Contra Costa.

Date: \_\_\_\_\_, 2024

WEST COUNTY AGENCY

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**Exhibit E**

**Form of Bill of Sale for Transmission Pipeline**

**BILL OF SALE**

For valuable consideration, receipt of which is acknowledged, the West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq* ("**Seller**"), hereby sells, assigns, transfers and delivers to the City of Richmond, a municipal corporation ("**Buyer**"), a pipeline known as the transmission pipeline that conveys treated wastewater effluent from the Richmond Municipal Sewer District Water Pollution Control Plant to the City's submarine outfall.

Date: \_\_\_\_\_, 2024

WEST COUNTY AGENCY

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**EXHIBIT F**

**Bill of Sale for Cathodic Protection System**

**BILL OF SALE**

For valuable consideration, receipt of which is acknowledged, the West County Agency, a Joint Powers Authority formed pursuant to California Government Code Section 6500 *et seq* ("**Seller**"), hereby sells, assigns, transfers and delivers to West County Wastewater District, a sanitary district organized and existing pursuant to the provisions of California Health and Safety Code Sections 6400 *et seq*. ("**Buyer**"), the Cathodic Protection System protecting WCW's 36" water pipeline and the City of Richmond's 6" sludge line, which are located between the West County Wastewater District Treatment Plant and the Richmond Municipal Sewer District Water Pollution Control Plant. The Cathodic Protection System is further depicted and described in Exhibit A.

Date: \_\_\_\_\_, 2024

WEST COUNTY AGENCY

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**Exhibit A to Bill of Sale**  
**Cathodic Protection System**

**EXHIBIT G**

**Form of Assignment and Assumption Agreement: WCA to City**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into effective as of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between the West County Agency, a Joint Powers Agreement formed pursuant to California Government Code Section 6500 *et. seq* (“**Assignor**”), and the City of Richmond, a municipal corporation (“**Assignee**”).

A. Assignor and Assignee have entered into the *West County Agency Dissolution Agreement* (the “**Dissolution Agreement**”), which provides the terms and provisions under which the West County Agency will be dissolved.

B. As part of the dissolution, Assignor shall assign to Assignee, and Assignee shall assume from Assignor, certain operating contracts and other Agreements listed on Exhibit A (collectively, the “**Assumed Contracts**”).

The Parties therefore agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest, if any, in and to the Assumed Contracts; provided, however, that nothing herein shall be construed as (i) imposing any liability on Assignee with respect to the Assumed Contracts for the performance of obligations arising thereunder prior to the Effective Date or as a result of the acts or omissions of Assignor or of its officers, employees, contractors, agents or affiliates thereunder prior to the Effective Date, or (ii) imposing any liability on Assignor with respect to the Assumed Contracts as a result of the acts or omissions of Assignee or of its officers, employees, contractors, agents or affiliates thereunder from and after the Effective Date.

2. Assumption. Assignee hereby accepts the sale, assignment, transfer and conveyance of Assignor’s right, title and interest in and to the Assumed Contracts; provided, however, that nothing herein shall be construed as (i) imposing any liability on Assignee with respect to the Assumed Contracts for the performance of obligations arising thereunder prior to the Effective Date or as a result of the acts or omissions of Assignor or its officers, employees, contractors, agents or affiliates thereunder prior to the Effective Date, or (ii) imposing any liability on Assignor with respect to the Assumed Contracts as a result of the acts or omissions of Assignee or its officers, employees, contractors, agents or affiliates thereunder from and after the Effective Date.

3. Governing Law; Amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of California and may not be amended or modified except by written instrument signed by the parties hereto.

4. Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or electronic mail with the same effect as if all Parties had executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

5. Attorneys’ Fees. In the event of a dispute among the parties hereto with respect to the subject matter hereof, the prevailing party in any such dispute shall be entitled to collect from the other any and all attorneys’ fees and costs.

6. Entirety. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof, it being understood and agreed that nothing herein shall affect the rights and obligations of Assignor and Assignee under the Purchase Agreement. This Agreement shall be subject to and governed by the terms and conditions of the Purchase Agreement. Notwithstanding any other provision of this Agreement, no provision of this Agreement shall in any way modify, amend, replace, change, rescind, waive, enlarge or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations, or any of the obligations and indemnifications of the parties hereto) set forth in the Purchase Agreement, this Agreement being intended solely to effect the transfer and assignment of certain rights sold and purchased pursuant to and in accordance with the Purchase Agreement.

7. Notices. Any notice, request or other communication to be given by either party hereunder shall be in writing and shall be sent to the parties and in the manner specified in the Purchase Agreement.

8. Severability. Should any one or more of the provisions hereof be deemed to be invalid or unenforceable said determination shall not affect the validity or enforceability of the remaining terms hereof.

9. Captions. The captions in this Agreement have been inserted for convenience of reference only and shall not be construed to define or to limit any of the terms or conditions hereof.

*[Signature Page Follows]*

The parties hereto have executed this Agreement on the date indicated below.

**WEST COUNTY AGENCY**

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**CITY OF RICHMOND**

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By:  
Its:

**APPROVED AS TO FORM:**

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CONSENT

The undersigned consents to the assignment and assumption of the Assumed Contract according to the terms and conditions of this Agreement.

**[Name of Party to Assigned Contract]**

By: \_\_\_\_\_

[Name]

[Title]

Date:



Exhibit A

**Assumed Contract**

**EXHIBIT H**

**Form of Assignment and Assumption Agreement: WCA to WCW**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into effective as of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between the West County Agency, a Joint Powers Agreement formed pursuant to California Government Code Section 6500 et. seq (“Assignor”), and West County Wastewater District, a sanitary district organized and existing pursuant to the provisions of California Health and Safety Code Sections 6400 et seq. (“Assignee”).

A. Assignor and Assignee have entered into the *West County Agency Dissolution Agreement* (the “**Dissolution Agreement**”), which provides the terms and provisions under which the West County Agency will be dissolved.

B. As part of the dissolution, Assignor shall assign to Assignee, and Assignee shall assume from Assignor, certain operating contracts and other Agreements listed on Exhibit A (collectively, the “**Assumed Contracts**”).

The Parties therefore agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest, if any, in and to the Assumed Contracts; provided, however, that nothing herein shall be construed as (i) imposing any liability on Assignee with respect to the Assumed Contracts for the performance of obligations arising thereunder prior to the Effective Date or as a result of the acts or omissions of Assignor or of its officers, employees, contractors, agents or affiliates thereunder prior to the Effective Date, or (ii) imposing any liability on Assignor with respect to the Assumed Contracts as a result of the acts or omissions of Assignee or of its officers, employees, contractors, agents or affiliates thereunder from and after the Effective Date.

2. Assumption. Assignee hereby accepts the sale, assignment, transfer and conveyance of Assignor’s right, title and interest in and to the Assumed Contracts; provided, however, that nothing herein shall be construed as (i) imposing any liability on Assignee with respect to the Assumed Contracts for the performance of obligations arising thereunder prior to the Effective Date or as a result of the acts or omissions of Assignor or its officers, employees, contractors, agents or affiliates thereunder prior to the Effective Date, or (ii) imposing any liability on Assignor with respect to the Assumed Contracts as a result of the acts or omissions of Assignee or its officers, employees, contractors, agents or affiliates thereunder from and after the Effective Date.

3. Governing Law; Amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of California and may not be amended or modified except by written instrument signed by the parties hereto.

4. Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or electronic mail with the same effect as if all Parties had executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

5. Attorneys' Fees. In the event of a dispute among the parties hereto with respect to the subject matter hereof, the prevailing party in any such dispute shall be entitled to collect from the other any and all attorneys' fees and costs.

6. Entirety. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof, it being understood and agreed that nothing herein shall affect the rights and obligations of Assignor and Assignee under the Purchase Agreement. This Agreement shall be subject to and governed by the terms and conditions of the Purchase Agreement. Notwithstanding any other provision of this Agreement, no provision of this Agreement shall in any way modify, amend, replace, change, rescind, waive, enlarge or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations, or any of the obligations and indemnifications of the parties hereto) set forth in the Purchase Agreement, this Agreement being intended solely to effect the transfer and assignment of certain rights sold and purchased pursuant to and in accordance with the Purchase Agreement.

7. Notices. Any notice, request or other communication to be given by either party hereunder shall be in writing and shall be sent to the parties and in the manner specified in the Purchase Agreement.

8. Severability. Should any one or more of the provisions hereof be deemed to be invalid or unenforceable said determination shall not affect the validity or enforceability of the remaining terms hereof.

9. Captions. The captions in this Agreement have been inserted for convenience of reference only and shall not be construed to define or to limit any of the terms or conditions hereof.

*[Signature Page Follows]*

The parties hereto have executed this Agreement on the date indicated below.

**WEST COUNTY AGENCY**

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**WEST COUNTY WASTEWATER DISTRICT**

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Andrew Clough, General Manager

**APPROVED AS TO FORM:**

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Nicole Witt, General Manager

CONSENT

The undersigned consents to the assignment and assumption of the Assumed Contract according to the terms and conditions of this Agreement.

**[Name of Party to Assigned Contract]**

By: \_\_\_\_\_

[Name]

[Title]

Date:

Exhibit A

**Assumed Contract**