

**AMENDMENT NUMBER TWO
TO JOINT EXERCISE OF POWERS AGREEMENT**

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

1. Section O shall be added to Article 4 of the First Amended Joint Exercise of Powers Agreement of the Central Contra Costa Solid Waste Authority and shall read as follows:

O. Concurrent Membership of Central Contra Costa Sanitary District and Cities/Towns of Orinda, Moraga, Lafayette and Danville: The Central Contra Costa Sanitary District as an Initial Member of the Authority may remain as a Member until withdrawal or expulsion pursuant to Article 4 of this Agreement. The Central Contra Costa Sanitary District's membership may continue, notwithstanding the membership of each of the Cities comprising much of the territory which CCCSD has historically franchised and which franchise authority Central Contra Costa Sanitary District has previously delegated to the Authority. The membership of Orinda, Moraga, Danville and Lafayette may make appropriate the clarification of potential respective fiscal issues.

To the extent operating expenses exceed revenues and, as provided in Article 1, Section E, Member Agencies become responsible for payment of funds in excess of those funds provided to the Authority from fees generated through the administration of the Authority solid waste franchise, then Central Contra Costa Sanitary District, which currently generates no tonnage, shall be required to pay a pro rata share equal to one over the total number of Member Agencies times the total supplemental funding required for the Authority. The remaining portion of the unfunded expenses to be assessed against Member Agencies will be assessed based on total tonnage as required by Article 1, Section E. This same methodology shall be applied to any liability which would otherwise be passed through to Member Agencies based solely upon the proportion of total tonnage under the terms of Article 4, Section K. (For example, if there are seven Member Agencies including Central Contra Costa Sanitary District, and operating expenses exceed the funds generated by \$14,000, Central Contra Costa Sanitary District shall pay one seventh times \$14,000, or \$2,000. The remaining \$12,000 shall be assessed against the

remaining six Member Agencies, based on each of their respective percentage shares of total tonnage.)

2. All other terms and conditions of the First Amended Joint Exercise of Powers Agreement shall remain in full force and effect without modification.

PASSED AND ADOPTED by the Central Contra Solid Waste Authority Board of Directors this 22nd day of February, 1996, by the following vote:

AYES: Members: Bishop, Hicks, Hockett, Rainey, Wolfe

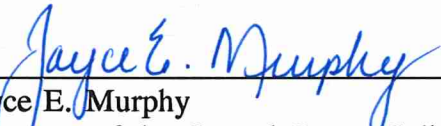
NOES: Members: None

ABSENT: Members: DeSaulnier

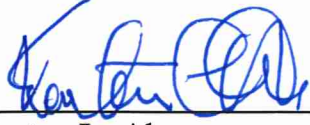


Gene Wolfe, Chair,
Central Contra Costa Solid Waste
Authority, County of Contra Costa,
State of California

COUNTERSIGNED:


Joyce E. Murphy
Secretary of the Central Contra Solid
Waste Authority, County of Contra Costa,
State of California

APPROVED AS TO FORM:


Kenton L. Alm
County for the Authority