

RESOLUTION NO. 118-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND,
CALIFORNIA APPROVING THE OPERATING AGREEMENT BETWEEN WEST
COUNTY WASTEWATER (WCW) AND THE CITY OF RICHMOND (CITY)
REGARDING THE CAPITAL COST AND ONGOING TREATMENT OF BIOSOLIDS
GENERATED AT THE RICHMOND WASTEWATER TREATMENT PLANT**

WHEREAS, West County Wastewater District ("WCW"), the City of Richmond ("City"), and the Richmond Municipal Sewer District ("RMSD") were members of the West County Agency ("WCA" or the "JPA"), a Joint Powers Authority established pursuant to Government Code Section 6500 *et. seq.* (the "Joint Exercise of Powers Act"); and

WHEREAS, the Joint Exercise of Powers Act outlines the procedures and requirements for the creation, operation, and dissolution of joint powers authorities; and

WHEREAS, the WCA was formed by the West County Agency Joint Exercise of Powers Agreement (the "JPA Agreement"), executed on February 15, 1977; amended on August 11, 1981; amended and restated on June 15, 1984; and further amended 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; and

WHEREAS, Government Code Section 6510 provides that a joint powers agreement may be continued for a definite term or continued until rescinded or terminated; and

WHEREAS, 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"; and

WHEREAS, upon dissolution of the Agency, the Parties will mutually determine ownership of the Facilities and may enter into joint use or operating agreements to share costs and liabilities associated with continued joint use of any facility; and

WHEREAS, in June of 2023, the WCA Board voted to pursue dissolution of the JPA; and

WHEREAS, effective December 31, 2024, the JPA members terminated the JPA Agreement and dissolved WCA; and

WHEREAS, as part of the termination of the JPA Agreement and dissolution of the JPA, WCA committed to assign to the City or to WCW all of the JPA contracts, all of the real property interests including fixtures/equipment owned by the JPA, and all personal property (including money and assets) owned by the JPA, as further described in the Dissolution Agreement; and

WHEREAS, the Dissolution Agreement provides that the Parties intend enter into an operating agreement (the "Operating Agreement"), which provides for the continued operation, maintenance, and joint use of the shared biosolids treatment assets as further described in the Operating Agreement; and

WHEREAS, staff from the City and WCW Staff have met consistently since executing the Dissolution Agreement to agree on the terms of the "Operating Agreement" for biosolids treatment and cost sharing; and

WHEREAS, both parties have resolved the terms of the Operating Agreements, including the determination of annual fees associated regarding West County Wastewater's treatment of the City of Richmond's Biosolids; and

WHEREAS, WCW and the City will share the capital cost of the Treatment Facilities, amortized over 20 years. WCW will be responsible for 60% and the City will be responsible for 40% of the Capital Costs; and

WHEREAS, WCW will be responsible for 60% and the City will be responsible for 40% of the O&M Costs, as described in the Cost Estimate and Cost of Service Analysis; and

WHEREAS, on or before April 1 of each year, WCW will submit to the City a budget for the upcoming fiscal year, outlining the City's share of the Joint Expenses; and

WHEREAS, the City will budget accordingly each fiscal year for the expenses as outlined in the budget as agreed upon by both WCW and RMSD; and

WHEREAS, WCW and the City will meet and confer on the estimated costs in the event of any disputes; and

WHEREAS, WCW will invoice the City by July 15th of each year for the annual payment; and

WHEREAS, the City will pay the invoice within 30 days.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richmond hereby confirms that all the above recitals are hereby found to be true and correct and incorporated herein.

BE IT FURTHER RESOLVED, that the City Council of the City of Richmond hereby approves the Operating Agreements between the City and WCW as attached.

BE IT FURTHER RESOLVED, the Mayor of the City of Richmond is authorized to execute the Operating Agreement on behalf of the City of Richmond, in a form approved by the City of Richmond's City Attorney's Office, including any necessary non-substantive revisions.

BE IT FURTHER RESOLVED, the City Manager, or designee, is authorized to take such additional actions as the City Manager determines to be necessary to implement the Operating Agreement consistent with this Resolution.

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held on August 26, 2025, by the following vote:

AYES: Councilmembers Bana, Jimenez, Robinson, Wilson, Vice Mayor Zepeda, and Mayor Martinez.
NOES: None.
ABSTENTIONS: None.
ABSENT: Councilmember Brown.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND

Approved: (SEAL)

EDUARDO MARTINEZ
Mayor

Approved as to form:

DAVE ALESHIRE
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 118-25**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on August 26, 2025.


Pamela Christian, Clerk of the City of Richmond