

**ATTACHMENT C**

AMENDMENT NO. 2  
TO SEWER SERVICE CHARGE BILLING AND COLLECTION AGREEMENT OF  
DECEMBER 12, 1997,  
BY AND BETWEEN  
EAST BAY MUNICIPAL UTILITY DISTRICT  
AND  
CITY OF OAKLAND

THIS AMENDMENT, dated the \_\_\_\_th day of \_\_\_\_\_, 2010 (hereinafter the "AMENDMENT") amends the Agreement dated December 12, 1997 for billing and collection of sewer charges (hereinafter the "AGREEMENT"), by and between the EAST BAY MUNICIPAL UTILITY DISTRICT (hereinafter the "District"), a public entity, and the CITY OF OAKLAND (hereinafter "the Agency"), a municipal corporation.

WITNESSETH

WHEREAS District's Board of Directors adopted Motion 33076-97 on November 12, 1997 authorizing the AGREEMENT for billing and collection of sewer charges; and

WHEREAS on December 12, 1997, the Agency and District (collectively, the "PARTIES") entered into the AGREEMENT for billing and collection of sewer charges; and

WHEREAS on March 12, 2007, the Agency and District entered into AMENDMENT NO.1 to the AGREEMENT to extend the term of the original AGREEMENT by three years from July 1, 2007 to July 1, 2010, to delete the exclusion of the replacement of the Customer Information System and to delete the limitation to "minor" fixed assets in the reimbursable Customer Service expenses calculated in Exhibit A, and to provide for one year's written notice before implementing a new rate tier calculation for the new Customer Information System; and

WHEREAS this AMENDMENT NO. 2 is made pursuant to paragraph 3.07 - Amendments in the AGREEMENT; and

WHEREAS the PARTIES wish to amend paragraph 1.02 - Term Of Agreement in the AGREEMENT to extend the term of the AGREEMENT as amended by AMENDMENT NO. 1 by three years from July 1, 2010 to July 1, 2013; and

WHEREAS this AMENDMENT NO. 2 only relates to paragraph 1.02 - Term Of Agreement, as specified above and below; and

WHEREAS all other provisions of the AGREEMENT and AMENDMENT NO. 1 remain unchanged and in full force and effect.

NOW, THEREFORE, the PARTIES do agree as follows:

1.02 Term Of Agreement

Paragraph 1.02 of the AGREEMENT is replaced in its entirety with the following:

The District will bill and collect the Agency's sewer service charge pursuant to the terms of this Agreement until July 1, 2013 unless otherwise terminated as provided in paragraph 1.05. The District will provide twelve months written notice prior to implementing a new rate tier calculation for the District to recover from the Agency its proportionate share of the cost of the new Customer Information System.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**EAST BAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_  
Rebecca F. Lamoreaux  
Manager of Customer and Community Services

Date: \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_  
For the Office of the General Counsel

**CITY OF** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_