

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
EAST/CENTRAL CONTRA COSTA COUNTY WASTEWATER MANAGEMENT AGENCY

1. EFFECTIVE DATE AND PARTIES. Effective on the date the last party hereto signs this First Amendment, the Cities of ANTIOCH, BRENTWOOD, CLAYTON, CONCORD, and PITTSBURG, municipal corporations of the State of California, the MT. VIEW and OAKLEY SANITARY DISTRICTS, and CONTRA COSTA COUNTY WATER DISTRICT, public corporations of the State of California, and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County") and representing CONTRA COSTA COUNTY SANITATION DISTRICTS Nos. 5, 7-A, 7-B, 15 and 19 (the "parties"), mutually agree as follows:

2. PURPOSES. The parties hereto are all the parties to that certain Joint Exercise of Powers Agreement (the "Agreement") effective June 24, 1974, establishing the East/Central Contra Costa County Wastewater Management Agency (the "East/Central County Agency"); the parties desire to amend the Agreement, pursuant to Paragraph 24 thereof, to provide for (a) the preparation of plans and specifications for construction of facilities to implement a subregional wastewater management program for the area of East/Central County Agency and (b) construction of one advance element of the facilities required to implement said program.

3. AMENDMENTS. The Agreement is hereby amended as follows:

a. Paragraph 3 of the Agreement is hereby amended by adding at the end thereof the following sentence:

"The parties have also determined that there will be a need to prepare plans and specifications for the construction of the facilities required to implement the subregional wastewater management program for the area of East/Central County Agency, which program is to be adopted by it, and also a need to construct as soon as possible one advance element of said facilities hereinafter described."

b. Paragraph 5 of the Agreement is hereby amended by adding at the end thereof the following subparagraph:

"(E) To cause plans and specifications to be prepared for construction of the facilities required to implement the subregional wastewater management program for the area of East/Central County Agency, which program is to be adopted by it; to cause surveys and soil and geological investigations to be made; to acquire lands, easements and rights-of-way for said facilities; to cooperate with the State of California and

the United States of America and other public agencies in implementing said program; to make applications for and receive grants from the State of California and the United States of America and contributions from any one or more parties hereto for the construction of said facilities or any one or more elements thereof; and to acquire, construct and complete one advance element of said facilities (to be approved by the Board and by all the parties hereto) before construction of all said facilities; provided that all funds required for construction of said advance element of said facilities and for all lands, easements, and rights-of-way therefor and surveys and studies related thereto shall be provided only from the proceeds of said grants or contributions from one or more parties hereto."

c. Paragraph 8 of the Agreement is hereby amended by adding at the end thereof the following two subparagraphs:

"(I) To make and administer contracts with qualified consultants and engineers, in accordance with the recommendations of said Technical Advisory Committee, and to prepare plans and specifications for the acquisition, construction and completion of the facilities required to implement said subregional wastewater management program.

(J) To acquire, construct and complete an advance element of said facilities comprising a sewerage interceptor line from the City of Antioch to the sewage treatment plant of the City of Pittsburg near Camp Stoneman (the 'Antioch interceptor facilities'), all in accordance with the report dated October 15, 1975 prepared for East/Central County Agency by CDM/KKA Consultants; provided that: (i) The total cost of the acquisition, construction, and completion of the Antioch interceptor facilities (including the cost of preparation of plans and specifications, surveys, investigations, lands, easements and rights-of-way therefor) shall be paid only from the proceeds of grants from the State of California and the United States of America and from contributions by the City of Antioch; (ii) The acquisition and construction of the Antioch interceptor facilities shall not be undertaken until after concept approval thereof by the State Water Resources Control Board and until after such acquisition and construction shall have been approved by the Board and by each of the parties hereto; (iii) The construction and operation of the Antioch interceptor facilities shall not terminate this Agreement; (iv) The Antioch interceptor facilities shall be owned by East/Central County Agency, but shall be operated and maintained only by the City of Antioch in accordance with the Clean Water Grant Program Guidelines administered by the State Water Resources Control Board until such time that the Antioch interceptor facilities are taken over by a public agency, hereafter to be designated, that will own, operate and maintain all the facilities to be constructed to implement said subregional wastewater management program; and (v) Upon completion of construction of all the facilities required to implement said subregional wastewater management program and allocation to the parties hereto of the portion of the costs thereof to be paid for by the parties hereto, the City of Antioch shall be given credit for that portion of the costs of the Antioch interceptor facilities contributed by it as herein provided."

d. Paragraph 9 of the Agreement is hereby amended by adding at the end thereof the following subparagraph:

"(D) Upon withdrawal herefrom by the City of Antioch pursuant to Paragraph 16 or upon termination of this Agreement without any public agency having been designated to own and operate all the facilities required to be constructed to implement said subregional wastewater management program, the City of Antioch interceptor facilities shall be owned by the City of Antioch."

e. Paragraph 15 of the Agreement is hereby amended by adding at the end thereof the following paragraph:

"The provisions of this paragraph shall also apply to payment of all costs of preparation of plans and specifications, surveys and investigations and acquisition of lands, easements and rights-of-way for the acquisition, construction and completion of all facilities to be constructed to implement said subregional wastewater management program, excepting, however, the costs of preparation of the plans and specifications, surveys and investigations and acquisition of lands, easements and rights-of-way for the Antioch interceptor facilities."

4. EFFECT. Except for the amendments agreed to herein, the Agreement remains in full force and effect.

5. The parties hereto hereby ratify [REDACTED] as the effective date of the Agreement.

OFFICE OF THE CITY CLERK

BY George Lowmy
Mayor

ATTEST:

Maya Erby
City Clerk

CITY OF PITTSBURG

By *Ralph S. Towering*
Mayor

ATTEST:

City Clerk