

MOA Appendix 2 - First
Amendment to the Agreement

**FIRST AMENDMENT TO AGREEMENT
PROVIDING FOR IMPLEMENTATION
OF
THE SANTA CLARA VALLEY
URBAN RUNOFF POLLUTION PREVENTION PROGRAM**

This first amendment to Agreement providing for implementation of the Santa Clara Valley Urban Runoff Pollution Prevention Program (THE "Amendment") is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a local public agency of the State of California ("District"); CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a municipal corporation of the State of California; CITY OF SUNNYVALE, a municipal corporation of the State of California; and COUNTY OF SANTA CLARA, a municipal corporation of the State of California.

All of the above mentioned entities are hereinafter collectively referred to as "Parties" or individually as "Party."

RECITALS

- A. The Parties previously entered into that certain Agreement Providing For Implementation of the Santa Clara Valley Urban Runoff Pollution Prevention Program (the "Agreement" or "MOA") pursuant to which the Parties established certain terms and conditions relating to the implementation and oversight of the Santa Clara Valley Urban Runoff Pollution Prevention Program (the "Program"). A copy of the agreement is attached hereto as Appendix A. Unless otherwise set forth herein, all terms shall have the meaning set forth in the Agreement;
- B. The Agreement provided for a five-year term, which, based on its execution, is currently set to conclude on or about March 10, 2005;
- C. The Parties expect to utilize the Program to submit a reapplication for the NPDES Permit in early 2005 and to otherwise address a variety of matters related to assisting the Parties in effectuating compliance with the Permit after March 10, 2005;
- D. The Parties therefore desire to extend the term of the MOA as set forth below;
- E. Section 7.02 of the MOA provides that it may be amended by the unanimous written agreement of the Parties and that all Parties agree to bring any proposed amendments to their Council or Board, as applicable, within three (3) months following acceptance by the Management Committee; and

NOW, THEREFORE, THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

Section 6.

Section 6.02 of the Agreement is hereby amended as follows:

6.02.01 This Agreement shall continue in full force and effect for an additional one year beyond its original termination date of March 10, 2005, unless otherwise terminated by the Parties in accordance with Section 6.03.

Section 2.

Section 2.04 of the Agreement is hereby amended as follows:

2.04.01 The Program shall conduct an independent review by December 31, 2005 to evaluate the MOA's cost allocation formula and evaluate the term, scope and cost of the Program MOA.

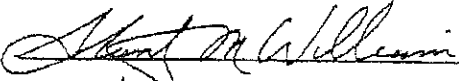
IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: Stanley M. Willemson
Name: Stanley M. Willemson
Title: CBO
Date: 2/18/05

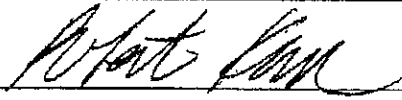
County of Santa Clara: By: _____
Name: _____
Title: _____
Date: _____

City of _____: By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: 
Name: Stanley M. Wilkerson
Title: CBO
Date: 2/18/05

County of Santa Clara: By: _____
Name: _____
Title: _____
Date: _____

City of Campbell: By: 
Name: Robert Kass
Title: Interim City Manager
Date: 3/2/05

NOW, THEREFORE, THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

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Santa Clara Valley Water District. By: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

City of Cupertino: By: David W. Knapp

Name: DAVID W KNAPP


Title: City Manager

Date: 3.10.05

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of
March 10, 2005.

Santa Clara Valley Water District: By: _____
Name: _____
Title: _____
Date: _____

County of Santa Clara: By: _____
Name: _____
Title: _____
Date: _____

City of Los Altos: By:  _____
Name: Philip E. Rose
Title: City Manager
Date: _____

IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: _____

Name: _____

Title: _____

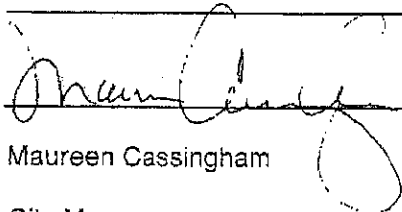
Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

Town of Los Altos Hills: By:  _____

Name: Maureen Cassingham


Title: City Manager

Date: March 8, 2005

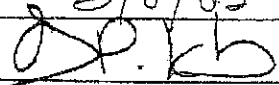
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Santa Clara Valley Water District: By: _____
Name: _____
Title: _____
Date: _____

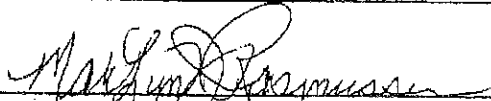
County of Santa Clara: By: _____
Name: _____
Title: _____
Date: _____

Town of Los Gatos: By: 
Debra J Figone, Town Manager

Date: 3/8/05

Approved as to Form By: 
Cory Korb, Town Attorney

Date: 3.7.05

Attest By: 
MarLyn J. Rasmussen, Clerk Administrator

Date: 3/8/05

NOW, THEREFORE, THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

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Section 2.

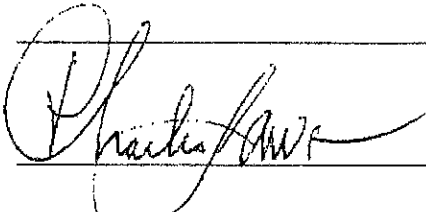
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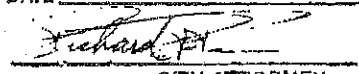
IN WITNESS WHEREOF, The Parties have executed this Amendment as of March 10, 2005.

Santa Clara Valley Water District: By: _____
Name: _____
Title: _____
Date: _____

County of Santa Clara: By: _____
Name: _____
Title: _____
Date: _____

City of MILPITAS: By: 
Name: Charles R. Lawson
Title: Acting City Manager
Date: _____

APPROVED

DATE 3/03/2005

CITY ATTORNEY

IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

City of Monte Sereno : By: 

Name: Brian Louenthal

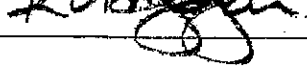
Title: City Manager

Date: 3/3/05

IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of
March 10, 2005.

Santa Clara Valley Water District: By: _____
Name: _____
Title: _____
Date: _____

County of Santa Clara: By: _____
Name: _____
Title: _____
Date: _____

City of Mountain View: By:  _____
Name: Kevin Duggan
Title: City Manager
Date: March 9, 2005

IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

City of Palo Alto : By: J Burch

Name: Jim Burch

Title: Mayor

Date: March 10, 2005

IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

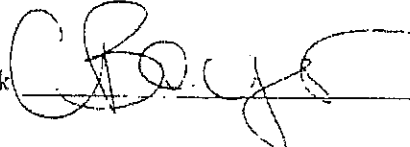
City of Saratoga: By: 

Name: Dave Anderson

Title: City Manager

Date: 3 10 05

ATTEST:

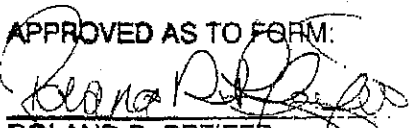
City Clerk 

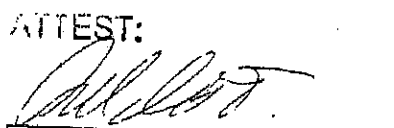
IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: _____
Name: _____
Title: _____
Date: _____

County of Santa Clara: By: _____
Name: _____
Title: _____
Date: _____

City of Santa Clara : By: Jennifer Spasacino
Name: Jennifer Spasacino
Title: City Manager
Date: March 8, 2005

APPROVED AS TO FORM:

ROLAND D. PFEIFER
Assistant City Attorney

ATTEST:

City Clerk

IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

City of Sunnyvale: By: *[Signature]*

Name: Amy Chan

Title: City Manager

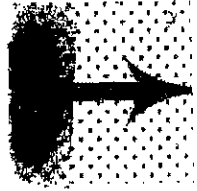
Date: 3-14-05

Approved as to Form: By: *[Signature]*

Name: Joan Borger

Title: Acting City Attorney

Date: _____



IN WITNESS WHEREOF, The Parties have executed this Amendment effective as of March 10, 2005.

Santa Clara Valley Water District: By: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: Liz Kniss

Name: LIZ KNISS

Title: CHAIR BOARD OF SUPERVISORS

Date: MAR 01 2005

City of _____: By: _____

Name: _____

Title: _____

Date: _____

Attest: Phyllis Perez
Phyllis Perez, Clerk of the Board of Supervisors

Date: MAR 01 2005

Approved as to form and legality:

Kathy Ketchmer
Kathy Ketchmer, Deputy County Counsel

Date: 2/18/05