

Third Amendment to Agreement  
Providing for Implementation of  
the Santa Clara Valley Urban  
Runoff Pollution Prevention  
Program

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

THIS THIRD 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 SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a municipal corporation of the State of California; CITY OF SARATOGA, 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 political subdivision 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"), including a cost-sharing allocation, which was appended thereto as Exhibit A. A copy of the Agreement, including Exhibit A, is attached hereto as Appendix 1. Unless otherwise set forth herein, all terms shall have the meaning set forth in the Agreement;

B. The Agreement originally provided for a five-year term, which, based on its execution, was set to conclude on or about March 10, 2005. However, on or about February 20, 2005, the Parties unanimously entered into a First Amendment to the

Agreement (attached hereto as Appendix 2), which extended the term of the Agreement by one additional year;

C. The Parties thereafter unanimously entered into a Second Amendment to the Agreement (attached hereto as Appendix 3), which extended the term of the amended Agreement by “one fiscal year beyond the termination date of the (then) next NPDES Permit issued to the Parties, including any administrative extension of the (then) next NPDES Permit’s term which occurred pursuant to the NPDES regulations.” The next NPDES permit applicable to the Parties (and others) was subsequently adopted by the California Regional Water Quality Control Board, San Francisco Bay Region (“RWQCB SFBR”) on October 14, 2009, and was known as the Municipal Regional Permit (“MRP”) because it covered numerous public agencies in the San Francisco Bay Region in addition to the Parties;

D. The MRP was then administratively extended until a new NPDES Permit applicable to the Parties (and the other public entities in the San Francisco Bay Region) was adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on November 19, 2015 (“MRP 2.0”). MRP 2.0 became effective on January 1, 2016, and unless subject to an administrative extension, is scheduled to terminate on December 31, 2020;

E. The Parties expect to utilize the Program to continue to represent their interests relative to MRP 2.0 (including with respect to an administrative appeal of its adoption that is currently pending before the State Water Resources Control Board), to help them effectuate certain aspects of compliance with MRP 2.0, and, beyond that, in negotiating the terms of a further renewed NPDES Permit when MRP 2.0 nears the end of its anticipated five-year term and any administrative extension provided thereto;

F. The Parties also expect to continue to utilize the Program’s preferred approach of achieving consensus to resolve issues and reach decisions, and to rely on the Majority Vote mechanism set forth in Section 2.08 of the Agreement at the Management Committee level only when consensus-based resolutions appear or become elusive;

G. The Parties now desire to update the amended Agreement and further extend the term of the MOA as set forth below;

H. 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 months following acceptance by the Management Committee; and

I. The Program's Management Committee accepted this Amendment for referral to the Parties' Councils and/or Boards at its meeting on August 18, 2016.

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

1. **Recognition of Current Permit.** Recital F of the Agreement, as previously amended, is hereby further amended by the addition of the following subsections:

6. Order No. R2-2009-0074 (the Municipal Regional Permit, NPDES Permit CAS612008); adopted October 14, 2009 and amended by the RWQCB SFBR on November 28, 2011;

7. Order No. R2-2015-0049 (MRP 2.0, NPDES Permit CAS612008); adopted by the RWQCB SFBR on November 19, 2015.

2. **Extension of Term of Agreement.** Sections 6.02 and 6.02.01 of the Agreement, as previously amended, are hereby replaced as follows:

This Agreement shall have a term extending one fiscal year beyond the date of termination of MRP 2.0; such termination date shall, however, be deemed to include any administrative extension of MRP 2.0 which occurs or arises pursuant to the NPDES regulations or any modification of the MRP 2.0 termination date that arises from an NPDES permitting action undertaken by the RWQCB SFBR or California State Water Resources Control Board.

3. **Superseding Effect.** This Third Amendment of the Agreement shall supplement the Second Amendment of the Agreement and supersede any conflicting provisions of the Second Amendment of the Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Third Amendment effective as of the last date indicated below or December 19, 2016, whichever arises earlier.

CITY OF MOUNTAIN VIEW,  
a municipal corporation of  
the State of California

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Fire Chief

FINANCIAL APPROVAL:

\_\_\_\_\_  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney