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

THIS SECOND 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 and, during that year, directed the Program to undertake a management and cost allocation review. The Program used an independent contractor to conduct the management and cost allocation review, which was completed and submitted to the Management Committee in November 2005.;

C. The Parties expect to utilize the Program to continue to represent their interests in negotiating the terms of a renewed NPDES Permit, which may manifest itself in a Municipal Regional Permit ("MRP"), in 2006, and to otherwise address a variety of matters related to assisting the Parties in effectuating compliance with the Permit and/or MRP after March 10, 2006;

D. 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~~.~~;

E. The Parties desire to update the Agreement and extend the term of the MOA as set forth below;

F. 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

G. The Program's Management Committee accepted this Amendment for referral to the Parties' Councils and/or Boards at its meeting on December 15, 2005.

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

1. Recognition of Current Permit. Recital F of the Agreement is hereby amended by the following additional subsections:

> 3. Order No. 01-024 (re-issued NPDES Permit No. CAS029718); adopted February 21, 2001;
>
> 4. Order No. 01-119 (Modification to re-issued NPDES Permit No. CAS029718); adopted October 17, 2001;
>
> 5. Order No. R2-2005-0035 (Further Modification to re-issued NPDES Permit No. CAS029718); adopted July 20, 2005.

2. Cost Sharing Allocation. Effective with fiscal year 2007, the following footnote shall be deemed to have been added to "Exhibit A" of the MOA and to be shown by means of an asterisk placed immediately following the Proportional Share of "30.02%" shown for the District:

> *One-third of the District's 30.02% contribution ~~will~~ is expected to be from funding derived by the District from Outcome 2 and Activity 2.5 of the voter-adopted Clean Safe Creeks program; the remaining two-thirds of the District's contribution ~~will~~ is expected to be derived by the District from property tax revenues.

3. Contracting/Fiscal Agent. Section 4.02 of the Agreement is hereby replaced by the following:

> In March 2005, the District notified the Management Committee that it was withdrawing as the Contracting/Fiscal Agent within ninety (90) days; the City of Sunnyvale thereafter agreed to serve as the Contracting/Fiscal Agent and was nominated to do so by another Party and selected as the Program's Contracting/Fiscal Agent by a majority vote of the Management Committee. The City of Sunnyvale may withdraw as the Contracting/Fiscal Agent upon the provision of ninety (90) days written notice to the Management Committee.

4. 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 termination date of the next NPDES Permit issued to the Parties by the RWQCB-SFBR; such termination date shall~~after January 1, 2006 terminates in effect~~, include~~ing as it may be~~ any ~~administratively~~ ~~extended~~ administrative extension of the next NPDES Permit's term which occurs pursuant to the NPDES regulations.

5. Superseding Effect. This Second Amendment of the Agreement shall supersede and replace the First Amendment of the Agreement.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of March 10, 2006.

Santa Clara Valley Water District: By: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

City of _____: By: _____

Name: _____

Title: _____

Date: _____

Appendix 1

Agreement Providing For Implementation
of the Santa Clara Valley Urban Runoff
Pollution Prevention Program
as fully executed as of March 10, 2000

Appendix 2

First Amendment to Agreement Providing For Implementation
of the Santa Clara Valley Urban Runoff
Pollution Prevention Program
as fully executed as of March 10, 2005

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: _____

Name: _____

Title: _____

Date: _____

County of Santa Clara: By: _____

Name: _____

Title: _____

Date: _____

City of _____: By: _____

Name: _____

Title: _____

Date: _____

AGREEMENT
PROVIDING FOR IMPLEMENTATION OF
THE SANTA CLARA VALLEY URBAN RUNOFF
POLLUTION PREVENTION PROGRAM

THIS AGREEMENT, is made and entered into this _____ day of _____ 1999 by and between the SANTA CLARA VALLEY WATER DISTRICT (DISTRICT), a local public agency of the State of California; COUNTY OF SANTA CLARA, a political subdivision of the State of California; 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; and CITY OF SUNNYVALE, 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 1986 Water Quality Control Plan for the San Francisco Bay (Basin Plan), adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, in implementation of the Federal Clean Water Act, required that PARTIES develop a program to control pollution from urban runoff, or nonpoint sources of water pollution in the Santa Clara Valley.

B. In furtherance of their responsibilities pursuant to the Basin Plan, the PARTIES have previously entered into a series of agreements to jointly fund the cost of preparing an action plan to evaluate nonpoint source pollutants, monitor identified pollutants, and develop control measures to mitigate or reduce nonpoint source pollution. Collectively, the measures undertaken pursuant to the previous agreements and anticipated to continue pursuant to this Agreement, were known as the Santa Clara Valley Nonpoint Source Pollution Control Program and upon execution of this agreement henceforth shall be known as the Santa Clara Valley Urban Runoff Pollution Prevention Program (hereinafter called "Program").

C. In 1987 Congress added Section 402 (p) to the Federal Clean Water Act (CWA) (33 U.S.C. Section 1342 (p)), which requires certain municipalities and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the

discharge of stormwater to navigable waters. NPDES permits are also required under Section 402 (p) for any stormwater discharge which the Federal Environmental Protection Agency (EPA) or a State has determined contributes to a violation of a water quality standard or is a significant contributor of pollutants to surface waters.

D. Section 402 (p) further required EPA to promulgate regulations for initial NPDES permit applications for stormwater discharges. The EPA promulgated such regulations in November 1990.

E. The EPA has delegated authority to the California State Water Resources Control Board (SWRCB) to administer the NPDES permit process within California and, in turn, the SWRCB has delegated authority to the California Regional Water Quality Control Board - San Francisco Bay Region (RWQCB-SFBR) to administer the NPDES permit process within its region.

F. Pursuant to Section 402 (p) of the CWA and EPA regulations, the RWQCB-SFBR adopted the following orders further defining the program that the PARTIES are to develop and implement:

1. Order No. 90-094 (NPDES Permit No. CA0029718), adopted June 20,1990; and
2. Order No 95-180 (NPDES Permit No. CAS029718); adopted August 23, 1995.

G. In and for the mutual interest of the PARTIES, the PARTIES wish to continue the Program by entering into this Agreement for the purpose of ensuring continued participation, in terms of cost and administrative responsibilities.

H. DISTRICT is a local public agency of the State of California duly organized and existing within the County of Santa Clara. The County of Santa Clara is a political subdivision of the State of California. All other PARTIES are municipal corporations, duly organized and existing under the laws of the State of California.

I. The RWQCB-SFBR is conducting a Watershed Management Initiative (WMI) in Santa Clara County. The Program is required, as part of its NPDES permit, to develop and implement a Watershed Management Measures Strategy. The Urban Runoff Management Plan of the Program contains the Program's Watershed Management Measures Strategy. This strategy, consistent with the NPDES permit, coordinates Program activities with the WMI to develop and implement cost-effective approaches to address specific urban runoff pollution problems. The Program, through a continuous improvement process, annually reviews the strategy.

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

Section 1. Santa Clara Valley Urban Runoff Pollution Prevention Program

1.01 The Santa Clara Valley Nonpoint Source Pollution Control Program ("Program") is hereby continued as the Santa Clara Valley Urban Runoff Pollution Prevention Program to fulfill the requirements of NPDES Permit No. CAS029718 as it exists, may be modified, or may be reissued in the future (hereinafter referred to as "NPDES Permit").

1.02 The Program is a collective effort and implementation of area-wide activities, designed to benefit all PARTIES.

Section 2. Management Committee

2.01 A Management Committee is hereby reconstituted to provide for overall Program coordination, review, and budget oversight, with respect to the NPDES Permit.

2.02 The Management Committee may as necessary adopt and revise Bylaws for its governance.

2.03 The Management Committee is the official management and oversight body of the Program. The Management Committee shall direct and guide the Program and review and approve the Program Budget. The Management Committee shall consider permit compliance, including benefit to a majority of the PARTIES, as a primary objective in approving Program tasks and corresponding budgets.

2.04 The Management Committee may periodically re-evaluate and make recommendations to the PARTIES concerning reallocation of the proportion of the annual Program contribution that each PARTY shall pay.

2.05 The voting membership of the Management Committee shall consist of one designated voting representative from each PARTY. An alternative voting representative may be appointed by each PARTY. The RWQCB-SFBR may appoint a non - voting representative and alternate to the Management Committee.

2.06 A quorum of the Management Committee shall be achieved when at least nine (9) voting representatives, including at least one (1) representative from each of City of San Jose and Santa Clara Valley Water District, are present at any Management Committee meeting.

2.07 Meetings of the Management Committee, including any closed sessions with Program Legal Counsel, shall be conducted in accordance with the "Brown Act"

(Government Code Section 54950 et seq.) The individual parties have differing opinions on whether the Brown Act legally should be interpreted as applying to members of the Management Committee. In executing this Agreement, the parties do not waive their right to take the position that the Brown Act legally does not apply, but voluntarily agree to follow Brown Act procedures for Management Committee meetings. Except for official meetings of the Management Committee, nothing herein shall be interpreted to require meetings between staff members of the individual Parties (including designated representatives of the Parties) to be subject to the Brown Act, where the Brown Act would not otherwise apply. Each party is individually responsible for ensuring that it complies with the Brown Act.

2.08 The affirmative vote of at least eight (8) voting members of the Management Committee, which collectively contribute at least fifty percent (50%) of the area-wide Program costs (a "Majority Vote"), is necessary to approve any measure brought before the Management Committee.

2.09 *The Management Committee shall be responsible for selecting any* consultant(s) or contractor(s) who are to be paid from Program funds ("Outside Contractors"), using a process approved by the Contracting Agent, and for reviewing and approving any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors.

2.10 The Management Committee shall select a PARTY or Outside Contractor to act as Program Manager for the Program. The Program Manager shall be responsible for Program management and administration, Permit management, and technical program management all in accordance with the NPDES Permit, this Agreement, Program Bylaws, and as directed by the Management Committee in the best interest of the PARTIES as a whole and individually. The Program Manager shall be paid, from Program funds in accordance with the adopted Program budget, for providing the services described hereunder. The Program Manager shall not be responsible for providing program management services related to individual PARTIES permit programs, but may provide such services under separate contract with any PARTY or PARTIES.

2.11 The Management Committee may select an attorney (Program Attorney) or firm that is experienced with the Clean Water Act and Municipal Stormwater NPDES Permits to provide legal advice to the Management Committee on all matters involving administration of the Program's NPDES permit and such other matters upon which the Management Committee may seek legal advice or request legal representation. Program Legal Counsel shall not be responsible for providing legal advice related to permit compliance to individual PARTIES, but may provide such services under separate contract with any PARTY or PARTIES. The Program Manager may

assist in coordination of activities with the Program Attorney but shall not give direction without prior authorization from the Management Committee.

2.12 The Management Committee shall establish timelines and budgets for completion of Program tasks. The Management Committee shall rate the performance of the Program, and in turn rate the performance of the Program Manager, based upon the Program's ability to meet such approved timelines and budgets.

2.13 The Management Committee, through its Bylaws, may establish procedures for tracking, accounting for, and auditing the Program Fund.

Section 3. Program Budget

3.01 A collective budget for the Program (Program Budget) shall be based upon a projection of two consecutive fiscal year cycles, however, the Budget shall be adopted for only one fiscal year cycle. The Budget shall include a Contingency/Reserve Fund which shall not exceed ten percent (10%) of the operating costs of the adopted Budget.

3.02 The PARTIES shall each pay a yearly assessment into a fund established for Program operations for their assigned portion of the Program Budget. The proportionate share of the Program Budget that each PARTY shall pay is shown in the schedule marked Exhibit A hereto and incorporated by reference herein.

3.03 Except as provided in Section 6.03, the ending fund balance at the close of each fiscal year shall be disbursed annually to the PARTIES, or credited to the PARTIES' share of the next fiscal year's costs, in accordance with the PARTIES defined participation rates, as requested by each PARTY.

Section 4. Contracting/ Fiscal Agent

4.01 DISTRICT shall serve as the initial Contracting/Fiscal Agent for the Program.

4.02 DISTRICT may withdraw as the Contracting Fiscal Agent upon the provision of ninety days (90) days written notice to the Management Committee.

4.03 In the event that the Contracting/Fiscal Agent withdraws from the Program or from providing Contracting/Fiscal Agent services to the Program, another PARTY may serve as a successor Contracting/Fiscal Agent. Any PARTY willing to serve as successor Contracting/Fiscal Agent may be nominated by another PARTY. Selection of a Contracting/Fiscal Agent must be by majority vote of the Management Committee.

4.04 The Contracting/Fiscal Agent shall act in a reasonable amount of time to execute contracts with Outside Contractors, including the Program Manager, which have been requested and approved by the Management Committee.

4.05 The Contracting/Fiscal Agent shall be the treasurer of Program funds. The Contracting/Fiscal Agent, in accordance with generally accepted accounting procedures, shall keep the Program funds segregated from any other funds administered by the Contracting/Fiscal Agent; shall credit the Program with appropriate interest income earned on Program funds in each fiscal year; and shall not expend any funds except in accordance with the annual budget approved by the Management Committee or as otherwise directed by the Management Committee.

4.06 The Contracting/Fiscal Agent shall provide a copy of any contract executed on behalf of the Program to any PARTY or person designated by any PARTY or the Management Committee upon request. The governing body of the Contracting/Fiscal Agent, at its discretion, may delegate authority to execute agreements and contracts approved by the Management Committee, to a designated employee. Notice of any such delegation of authority shall be provided to the Management Committee.

4.07 The Contracting/Fiscal Agent may request, as part of the annual Program Budget, reimbursement for reasonable and customary costs incurred in providing the services described hereunder. Reimbursement to the Contracting/Fiscal Agent shall be subject to Management Committee review and approval as part of the Program Budget.

Section 5. Ancillary Rights and Duties of the Parties

5.01 In addition to the participation in the Management Committee, the PARTIES accept and agree to perform the following duties:

1. Each will comply with the NPDES Permit conditions set forth in its Community-Specific plan;

2. Each will participate in Management Committee meetings and other required meetings of the PARTIES;

3. Each will implement its Community-Specific program;

4. Each will provide certain agreed upon reports to the Program for purposes of reporting, on a joint basis, compliance with applicable provisions of the NPDES Permit and the status of Program

implementation; and

5. Each will individually address inter-agency issues, agreements or other cooperative efforts.

5.02 This Agreement does not restrict the PARTIES from the ability to individually (or collectively) request NPDES Permit modifications and/or initiate NPDES Permit appeals for permit provisions to the extent that a provision affects an individual party (or group of PARTIES); however, any such PARTY (or PARTIES) shall make reasonable efforts to provide advance notice of their action to the other PARTIES and allow them to comment upon or join in their action before proceeding.

Section 6. Term of Agreement

6.01 The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it.

6.02 This Agreement shall have a term of five (5) years.

6.03 Any PARTY may terminate its participation in this Agreement by giving the Chair of the Management Committee at least thirty (30) day written notice. The terminating PARTY will bear the full responsibility for its compliance with the NPDES Permit commencing on the date it terminates its participation, including its compliance with both Community-Specific and Program-wide responsibilities. Unless the termination is scheduled to be effective at the close of the fiscal year in which the notice is given, termination shall constitute forfeiture of all of the terminating PARTY's share of the Program Budget, for the fiscal year in which the termination occurred (both paid and obligated but unpaid amounts). In addition, unless notice of termination is provided at least ninety (90) days prior to the date established by the Management Committee for approval of the budget for the succeeding fiscal year, termination shall constitute forfeiture of all of the terminating PARTY's share of any unexpended, unencumbered funds remaining from all previous fiscal years. The cost allocations for the remaining PARTIES' may be recalculated for the following fiscal year by the PARTIES without the withdrawing PARTY's participation.

Section 7. General Legal Provisions

7.01. This Agreement supersedes any prior agreement among all the PARTIES regarding the Program, but does not supersede any other agreements between any of the PARTIES.

7.02 This Agreement may be amended by unanimous written agreement of the PARTIES. All PARTIES agree to bring any proposed amendment to this Agreement to their Council or Board, as applicable, within three (3) months following acceptance by the Management Committee.

7.03 This Agreement may be executed and delivered in any number of copies ("counterpart") by the PARTIES, including by means of facsimile. When each PARTY has signed and delivered at least one counterpart to the Program, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

7.04 No PARTY shall, by entering into this Agreement, participating in the Management Committee, or agreeing to serve as Fiscal Agent, Contracting Agent, Program Manager, and/or Legal Counsel, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of the NPDES Permit. This Agreement is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed to be for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the EPA, the SWRCB, and the RWQCB-SFBR, or any person acting on their behalf or in their stead.

7.05 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata but instead the PARTIES agree that pursuant to the Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts of omissions or willful misconduct of the indemnifying PARTY, its officers agents or employees, under or in connection with or arising from any work, authority or jurisdictions delegated to such PARTY under this Agreement, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit. No PARTY, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents under or in connection with or arising from any work, authority or jurisdictions delegated to such PARTY under this Agreement, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit.

7.06 In the event that suit shall be brought by either party to this contract, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

/ / /

EXHIBIT A

SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM SCHEDULE OF COST-SHARING PROPORTIONS

Jurisdiction	Proportional Share
Campbell	1.88%
Cupertino	2.46%
Los Altos	1.59%
Los Altos Hills	0.43%
Los Gatos	1.74%
Milpitas	2.75%
Monte Sereno	0.14%
Mountain View	3.91%
Palo Alto	4.06%
Santa Clara	6.23%
Saratoga	1.59%
Sunnyvale	7.25%
Santa Clara County	5.94%
Subtotal	39.97%
San Jose	30.01%
District	30.02%
TOTAL	100.00%

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Directors General Counsel

ATTEST:

By:_____ Date:
General Manager

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Supervisors Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF CAMPBELL

Date: 12/7/99 APPROVED AS TO FORM:

By: [signature] By: [signature]
Name : Robert Kass Name : William R. Seligmann
Title: Public Works Director Title: City Attorney

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____

By:_____
Chair, Board of Directors

By:_____
General Manager

APPROVED AS TO FORM:

By:_____
General Counsel

ATTEST:

Date:

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____

By:_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

By:_____
Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF CUPERTINO

Date: 11-29-99

By:_____
Name: John Statton
Title: Vice Mayor, City of Cupertino

APPROVED AS TO FORM:

By:_____
Name : Charles Kilian
Title: City Attorney

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Directors General Counsel

ATTEST:

By:_____ Date:
General Manager

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Supervisors Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF LOS ALTOS

Date: November 22, 1999 APPROVED AS TO FORM:

By: _____ By: _____
Name: Philip E. Rose Name: Robert K. Booth
Title: City Manager Title: City Attorney

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Directors General Counsel

ATTEST:

By:_____ Date:
General Manager

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Supervisors Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF Los Altos Hills

Date: 1/6/00 APPROVED AS TO FORM:

By: By:
Name : Mark Miller Name : Sandy Sloan
Title: City Manager Title: City Attorney

CITY OF CAMPBELL

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Name :_____ Name :_____
Title:_____ Title:_____

TOWN OF LOS GATOS

Date: 12. 2 99 APPROVED AS TO FORM: ATTEST: 12/3/99

By: David W Knapp By: G P K
Name : DAVID W KNAPP Name : GREY P. KORB MARIAN V. COSGROV
Title: Town Manager Title: TOWN ATTORNEY TOWN CLERK

CITY OF MONTE SERENO

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Name :_____ Name :_____
Title:_____ Title:_____

CITY OF SARATOGA

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Name :_____ Name :_____
Title:_____ Title:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____

By:_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

By:_____
Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF Milpitas

Date: December 7, 1999

By:_____
Name : June Catalano
Title: Acting City Manager

APPROVED AS TO FORM:

By: Patrick Whitnell
Name : Patrick Whitnell
Title: Asst. City Attorney

CITY OF _____

Date:_____

By:_____
Name :_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

CITY OF _____

Date:_____

By:_____
Name :_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

CITY OF CAMPBELL

Date:

By:
Name :
Title:

APPROVED AS TO FORM:

By:
Name :
Title:

TOWN OF LOS GATOS

Date:

By:
Name :
Title:

APPROVED AS TO FORM:

By:
Name :
Title:

CITY OF MONTE SERENO

Date: December 7, 1999

By:
Name: Jack Lucas
Title: Mayor

APPROVED AS TO FORM:

By:
Name: Robert Logan
Title: City Attorney

CITY OF SARATOGA

Date:

By:
Name :
Title:

APPROVED AS TO FORM:

By:
Name :
Title:

JRG:MJD
10/19/99

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____
Chair, Board of Directors

By:_____
General Counsel

ATTEST:

By:_____
General Manager

Date:

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____
Chair, Board of Supervisors

By:_____
Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF Mountain View

Date:_____

By: Kagan
Name :_____
Title:_____

APPROVED AS TO FORM:

By:_____
Name :_____
Title:_____

CITY OF _____

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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Directors General Counsel

ATTEST:

By:_____ Date:
General Manager

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Supervisors Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF Palo Alto

Date:_____ APPROVED AS TO FORM:

By:_____ By: Susan W. Case
Name: _____ Name: Susan W. Case
Title: _____ Title: Senior Asst. City Attorney

CITY OF _____

Date: _____

By: _____
Name : _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

CITY OF SANTA CLARA

Date: November 30, 1999

By: Jennifer Sparacino
Name : Jennifer Sparacino
Title: City Manager

ATTEST: J. L. Bocianne
City Clerk

APPROVED AS TO FORM:

By: Elena Ramirez
Name : ELENA RAMIREZ
Title: DEPUTY CITY ATTORNEY

CITY OF _____

Date: _____

By: _____
Name : _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

CITY OF _____

Date: _____

By: _____
Name : _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

CITY OF _____

Date: _____

By: _____
Name : _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

CITY OF SARATOGA

Date: December 1, 1999

By: Larry T. Perlin
Name : LARRY T. PERLIN
Title: CITY MANAGER

APPROVED AS TO FORM:

By: _____
Name : Richard Taylor
Title: City Attorney

CITY OF _____

Date: _____

By: _____
Name : _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

CITY OF _____

Date: _____

By: _____
Name : _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Directors General Counsel

ATTEST:

By:_____ Date:
General Manager

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Supervisors Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF Sunnyvale

Date:_____ APPROVED AS TO FORM:

By: Robert S. LaSala By: Valerie J. Armento
Name : Robert S. LaSala Name : Valerie J. Armento
Title: City Manager Title: City Attorney

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Chair, Board of Directors General Counsel

ATTEST:

By:_____ Date:
General Manager

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: DEC 14 1999 APPROVED AS TO FORM:

By:_____ By: Kathy Fletcher
Chair, Board of Supervisors Deputy County Counsel

ATTEST:

Date: DEC 14 1999

By: Phyllis A. Perez
Phyllis A. Perez, Clerk
Board of Supervisors

CITY OF _____

Date:_____ APPROVED AS TO FORM:

By:_____ By:_____
Name :_____ Name :_____
Title:_____ Title:_____

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date: DEC 2 1 1999

By: _____
Chair, Board of Directors

By: _____
General Manager

APPROVED AS TO FORM:

By: _____
General Counsel

ATTEST:

Date:

By: _____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

ATTEST:

Date:

By: _____

CITY OF _____

Date: _____

By: _____
Name : _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

JRG:MJD
3/5/00

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____
Chair, Board of Directors

By:_____
General Counsel

ATTEST:

By:_____
General Manager

Date:

By:_____

COUNTY OF SANTA CLARA, a public entity of the State of California

Date:_____ APPROVED AS TO FORM:

By:_____
Chair, Board of Supervisors

By:_____
Deputy County Counsel

ATTEST:

Date:

By:_____

CITY OF SAN JOSE

Date: 3.10.00

APPROVED AS TO FORM:

By: [signature]
for Name: Jennifer A. Maguire
Title: Assistant to the City Manager

By: [signature]
Name: Mollie J. Dent
Title: Senior Deputy City Attorney

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