

FIRST AMENDMENT TO
PUBLIC IMPROVEMENTS AGREEMENT
FOR RODEO MARINA SEWER EXPANSION

This First Amendment to Public Improvements Agreement for Rodeo Marina Sewer Expansion (the "First Amendment") is entered as of May 23rd, 2012 by and between the County of Contra Costa, acting in its capacity as Successor Agency to the former Contra Costa County Redevelopment Agency (the "Successor Agency") and the Rodeo Sanitary District (the "District"), based on the following facts, understandings, and intentions of the parties:

RECITALS

A. The Contra Costa County Redevelopment Agency (the "RDA") and the District entered into that certain Public Improvements Agreement for Rodeo Marina Sewer Expansion, dated as of December 14, 2010 (the "Agreement"). Capitalized terms used in this First Amendment, but not separately defined herein, have the meaning set forth in the Agreement.

B. On February 1, 2012, pursuant to AB1x 26 the RDA, along with all redevelopment agencies in the State of California, was dissolved, and all assets and obligations of the RDA were transferred by operation of law to the Successor Agency.

C. Under the Agreement the RDA made an Infrastructure Grant to the District in an amount not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000) to pay for the costs of designing and constructing the Sewer Improvements and to complete the Infrastructure Program. The RDA separately provided a public facility design grant of up to Fifty Thousand Dollars (\$50,000) to the District to pay for the costs associated with the design of Infrastructure Program. To date, a total of Two Hundred Eighty Two Thousand Two Hundred Fifty Dollars (\$282,250) in funds have been disbursed and/or authorized for disbursement to the District for the Infrastructure Program.

D. The budget for the Infrastructure Program originally approved by the RDA has been revised based on: (i) the analysis of site-specific information which has resulted in the revision of the recommended construction approach; (ii) identification of new costs related to LAFCo annexation and sewer connections fees; and (iii) increase in construction costs from the date the original budget was prepared. The new budget for the Infrastructure Program is One Million Five Hundred Fifty Nine Thousand Dollars (\$1,559,000) (the "Revised Budget").

E. The Successor Agency now desires to amend the Agreement to increase the amount of the Infrastructure Grant to a total of One Million Five Hundred Fifty Nine Thousand Dollars (\$1,559,000) to match the Revised Budget amount.

NOW, THEREFORE, the Successor Agency and the District agree as follows:

Section 1.1 Infrastructure Grant. The amount of the Infrastructure Grant as set forth in Section 1.2(a) of the Agreement is increased from Nine Hundred Fifty Thousand Dollars

(\$950,000) to a new amount of One Million Five Hundred Fifty Nine Thousand Dollars (\$1,559,000).

Section 1.2 Approved Budget. Attached as Exhibit A is the Revised Budget for the Infrastructure Program. All references in the Agreement to the "Approved Budget" shall mean the Revised Budget.

Section 1.3 Project Schedule. The Project Schedule attached as Exhibit B to the Agreement and referenced in Section 1.6 of the Agreement is revised and replaced with the schedule attached as Exhibit B to this First Amendment (the "Revised Schedule"). The completion date referred to in Section 1.6 of the Agreement is revised to be December 31, 2012.

Section 1.4 Successor Agency References.

a. All references in the Agreement to the "Agency" shall be deemed to refer to the Successor Agency.

b. The Address for Notice for the Successor Agency as set forth in Section 2.1 is revised as follows:

County of Contra Costa, acting in its capacity as Successor Agency
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director Conservation, Transportation,
& Redevelopment Programs

Section 1.5 No Other Changes to the Agreement. Except as expressly modified by this First Amendment, all other provisions of the Agreement remain unmodified and continue in full force and effect.


Section 1.6 Conflicts with the Agreement. In the event of any conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

Section 1.7 Counterparts: Multiple Originals. This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

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IN WITNESS WHEREOF, this First Amendment has been executed as of the date set forth in the opening paragraph of this First Amendment.

CONTRA COSTA COUNTY, as Successor Agency
to the former Contra Costa County Redevelopment
Agency

By: 

Its: Director, Department of Conservation & Development

RODEO SANITARY DISTRICT

By: 

Its: District Manager

Exhibit A
Revised Budget

Item	Budget
Date of Estimate	March 2012
Construction	\$1,117,000
Engineering, Legal, Permitting, and Administration	\$387,000
LAFCo Annexation Fees	\$30,000
Sewer Connection Fees	\$25,000
Total Capital Cost ^(1, 2)	\$1,559,000
<u>Notes:</u> (1) Includes conveyance pipeline only and no on-site improvements within Marina property. (2) Does not include a contingency or change order allowance.	

Exhibit B
Revised Schedule

Schedule

The Contractor has 210 calendar days, or approximately 7 months to complete the project after they have been given notice to proceed.