

**SECOND AMENDMENT TO JOINT EXERCISE OF POWERS -
NORTH RICHMOND STORM DRAIN PROJECT – MAINTENANCE AGREEMENT**

This Second Amendment To Joint Exercise of Powers - North Richmond Storm Drain Project – Maintenance Agreement (this “First Amendment”) dated July 14, 2020, between Contra Costa County, a political subdivision of the State of California (“County”), and the City of Richmond, California, a municipal corporation (“City”) amends the Joint Exercise of Powers – North Richmond Storm Drain Project – Maintenance, dated April 16, 1974 (the “Agreement”), between County and City.

RECITALS

A. City and County entered into the Agreement for the purpose of setting forth the respective responsibilities of City and County City regarding the construction, operation, and maintenance of a storm drainage system and pump station in the North Richmond area of the County.

B. Under the Agreement, County is responsible for operating and maintaining the pump station, and City and County share in the cost of the operation and maintenance of the pump station.

C. In recent years the pump station engines have required expensive repairs to continue operating, have outlived their useful life, and need to be replaced at a cost significantly higher than historical annual maintenance costs.

D. City has agreed to enter into a contract with a contractor to perform the pump engine replacement work on behalf of the City and the County (the “Repair Contract”).

E. City and County desire to amend the Agreement to provide for County to pay a portion of the amounts coming due under the Repair Contract, and for City to reimburse County over a period of years for the amounts County will pay for the replacement of the pump engines.

NOW, THEREFORE, for good and mutual consideration, the sufficiency of which is acknowledged, City and County hereby amend the Agreement as follows:

AMENDMENT

1. Section 6 – Payment. Section 6 (Payment) of the Agreement is hereby amended to add the following paragraphs to the end of the section:

“The City has contracted with a contractor for the pump station engine repairs (the “Repair Contract”). County agrees to make payments to the Repair Contract contractor for the pump station engine repairs made under the Repair Contract up to \$1,800,000. City shall cause the Repair Contract contractor to name County as an additional insured and bond beneficiary under the Repair Contract. County has the right to inspect the Repair Contract work and related documentation.

Notwithstanding the foregoing, with respect to the pump station engine repairs made in 2020-21, County will advise City of the total cost of the pump engine replacement project (the “Project Cost”) within sixty (60) days after the project’s completion. Each time City makes its regular annual payment to County for its share of maintenance costs pursuant to

this Section 6, City shall also pay County twenty-five percent (25%) of the City's Share (as defined below) of the Project Cost until all of the City's Share has been paid. As used herein, the term "City's Share" means thirty-nine percent (39%) of the Project Cost. Upon City's request, County shall provide City with the project records and costs pertaining to the pump engine replacement project."

IN WITNESS WHEREOF, and intending to be bound as of the date first set forth above, each of the parties has caused this First Amendment to be signed by its duly authorized representatives set forth below.

CONTRA COSTA COUNTY

By: _____

Name: _____

Title: _____

Approved as to form:
Mary Ann McNett Mason, County Counsel

By: _____

Name: _____

Title: _____

CITY OF RICHMOND

By: _____

Name: _____

Title: _____

Approved as to form:
Teresa Stricker, City Attorney

By: _____

Name: _____

Title: _____