

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

THIS FIRST AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY (“First Amendment”) is made and entered into by and between those public agencies that are “eligible public agencies” as defined at Paragraph 2.06 of said Joint Exercise of Powers Agreement (“JPA Agreement”).

Recitals

- A. Eligible public agencies of the Monterey Regional Water Pollution Control Agency (“MRWPCA”) as of the date of this First Amendment are:

The City of Del Rey Oaks
The City of Monterey
The City of Pacific Grove
The City of Salinas
The City of Sand City
The City of Seaside
The County of Monterey
The Castroville Community Services District
The Boronda County Sanitation District
The Marina Coast Water District.

- B. The MRWPCA Board of Directors has approved a revision to Paragraph 7.02 (“Termination”) of the JPA Agreement to add a condition to termination of the JPA Agreement, that any debt incurred by MRWPCA in connection with State Water Resources Control Board financing shall be fully amortized and retired or refinanced.
- C. Paragraph 7.07 (“Amendment”) of the JPA Agreement provides that it may not be amended without the consent of all existing members of the MRWPCA at the time of amendment.
- D. All existing eligible public agency members listed in the first Recital above have consented to the proposed amendment to Paragraph 7.02 described above.

Agreement to First Amendment

1. All existing eligible public agencies of MRWPCA, having consented to the amendment of Paragraph 7.02 described hereinabove, hereby agree that said Paragraph of the JPA Agreement be amended to read in full as follows:

7.02 Termination. This Agreement may be terminated and the Agency dissolved by a two-thirds (2/3) vote of the Board of Directors, ratified by two-thirds (2/3) of the member agencies; provided, however, that there shall be no termination and dissolution unless the following two conditions are satisfied: (1) any and all revenue bond debt incurred by the Agency for the construction or acquisition of its regional sewerage facilities has been fully amortized and retired or such debt is refinanced by the MRCSD or other successor entity, and (2) any and all debt incurred by the Agency in connection with any financing provided by the State Water Resources Control Board has been fully amortized and retired or such debt is refinanced by the MRCSD or other successor agency.

2. Except as hereby amended, all terms, conditions, rights, responsibilities, and other provisions of the JPA Agreement shall remain as written and in full force and effect.

IN WITNESS WHEREOF, the eligible public agencies party hereto, by and through their respective duly authorized representatives, have executed this First Amendment to the Joint Exercise of Powers Agreement for the Monterey Regional Water Pollution Control Agency on the date so indicated.

THE CITY OF DEL REY OAKS

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE CITY OF MONTEREY

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE CITY OF PACIFIC GROVE

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE CITY OF SALINAS

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE CITY OF SAND CITY

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE CITY OF SEASIDE

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE COUNTY OF MONTEREY

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE CASTROVILLE COMMUNITY SERVICES DISTRICT

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE BORONDA COUNTY SANITATION DISTRICT

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____

THE MARINA COAST WATER DISTRICT

By_____

Its_____

Dated_____

ATTEST:

By_____

Its_____