

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF RECLAIMED
WATER AND RELATED FACILITIES, CITY OF POMONA**

This First Amendment to the Agreement for Purchase and Sale of Reclaimed Water and Related Facilities, City of Pomona (the “**First Amendment**”) is dated _____, 2023 (the “**Amendment Effective Date**”) and is between County Sanitation District No. 2 of Los Angeles County, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700, *et. seq.* (the “**District**”) and the City of Pomona, a municipal corporation (the “**City**”). The District and the City are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

On April 14, 2004, the Parties entered into an Agreement for Purchase and Sale of Reclaimed Water and Related Facilities (the “**Agreement**”) that, by its terms, will expire on July 1, 2023.

The Parties now desire to execute this First Amendment to provide a one (1) year extension to the Agreement to allow for additional time to discuss a new long-term Agreement.

All other terms, conditions, requirements and references of the Agreement remain unchanged unless explicitly identified herein. The Agreement will be amended as follows:

1. Unless otherwise provided in this First Amendment, the capitalized terms used in this First Amendment shall have the same meaning assigned to them in the Agreement.
2. This First Amendment is effective as of the “**Amendment Effective Date**”.
3. Section 10.1 of the Agreement is hereby amended to read as follows:

10.1 With the exception of Paragraph 1.4 which will be effective upon execution of this Agreement, the term of this Agreement shall be twenty-one (21) years, beginning on July 1, 2003, provided that this Agreement may be terminated at any time by mutual agreement of the Parties hereto. The Parties do hereby agree that any portion of this Agreement may be revised by written amendment at any time by mutual agreement of the Parties hereto.

4. Miscellaneous
 - a. In the event of any conflict or inconsistency between the Agreement and this First Amendment, this First Amendment shall prevail. The Agreement and this First Amendment constitute the entire agreement between the Parties.

- b. If any portion or provision of this First Amendment is adjudicated to be invalid, illegal or unenforceable, in whole or part, such portion shall be excised from this First Amendment to that extent and all other provisions of this First Amendment shall remain in full force and effect.
- c. This First Amendment may be signed by the Parties in any number of counterparts, each of which will be deemed an original, but all of which together constitute one instrument.
- d. This First Amendment is made and executed under the laws of the State of California.
- e. The Parties represent and warrant to one another that each of them has had the full opportunity of consulting counsel of their own choosing in connections with the preparation of the Agreement and this First Amendment, that each of them has read and understood the provisions of the Agreement and this First Amendment and is fully aware of the contents and legal effect thereof.
- f. Each individual signing this First Amendment warrants and represents that he or she has the full authority to execute this First Amendment on behalf of the Party on whose behalf he or she so signs, that he or she is acting within the scope of such authority, and that this First Amendment shall be binding upon and enforceable against the Party on whose behalf he or she so signs by virtue of such signature.

[Signatures on following page]

The Parties are signing this First Amendment as of the Execution Date.

CITY OF POMONA

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
City Manager

By: _____
Chairperson, Board of Directors

ATTEST:

ATTEST:

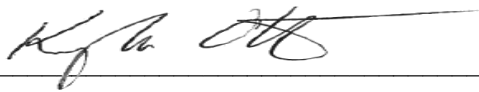
By: _____
City Clerk, City of Pomona

By: _____
Secretary to the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

LEWIS BRISBOIS BISGAARD & SMITH, LLP

By:  _____
Kylee Otto, for City Attorney

By: _____
District Counsel