

AGREEMENT

IN AL

FOR CONSTRUCTION AND OPERATION
OF A JOINT WASTEWATER TREATMENT FACILITY

THIS AGREEMENT, entered into this 22nd day of February, 1977, by and between the State of California acting by and through the Department of Veterans Affairs, hereinafter referred to as "State," and the City of Yountville, hereinafter referred to as "City."

WITNESSETH

THAT WHEREAS the State maintains the Veterans Home of California within the boundaries of the City and;

WHEREAS, the State owns and operates a sewage treatment plant on the lands of the said Veterans Home of California, which sewage treatment plant must be modified to be capable of meeting the objectives of the San Francisco Bay Basin Plan as adopted by the State Water Resources Control Board; and

WHEREAS, the City owns and operates a sewage treatment plant on lands owned by the City, which sewage treatment plant is not capable of meeting the objectives of the San Francisco Bay Basin Plan as adopted by the State Water Resources Control Board; and

WHEREAS, the sewage treatment plant on the lands of the Veterans Home of California can be modified to make it capable of adequately treating the combined wastewater of the City and the Veterans Home of California; and

WHEREAS, the said combined treatment has been determined to be the most cost effective means of the State and the City to meet the objectives of said San Francisco Bay Basin Plan; and

WHEREAS, the State has determined that there would be certain advantages to the State to contract with the City for the treatment of wastewater generated at the Veterans Home of California; and

WHEREAS, the City has determined that there would be certain advantages to the City to own and operate the sewage treatment works;

NOW THEREFORE, pursuant to the Joint Exercise of Powers Act, Sections 6500-6515 of the Government Code, the City and State do hereby agree as follows:

1. The State agrees to sell and the City agrees to purchase the existing State sewage treatment facilities, the land containing said facilities, and such additional land as is agreed to as necessary to accomodate a modified sewage treatment facility.

2. Conditioned upon City and State agreeing upon the appraised value of said lands and existing State sewage treatment facilities to be conveyed to City by State, City agrees to pay to State a sum of money equal to 50% of said appraised value of said lands and facilities, and a sum of money equal to 50% of any grant funds received by the City from any State or Federal governmental agency or authority for any part of said lands and sewage treatment facilities or for any

appraisal costs or other similar costs related to the acquisition of said lands or facilities. It is further agreed that appraisal costs and other similar costs attributable to the acquisition of said lands and sewage treatment facilities shall be shared equally by City and State.

3. By supplemental instrument, subject to approval by other agencies of the State of California, the State will convey said lands and sewage treatment facilities to the City for the purpose of constructing a joint sewage treatment facility on said lands.

4. Said lands and any improvements constructed thereon shall be used only for the purpose of operating a sewage treatment facility and for no other purposes. In the event any portion of said lands or improvements constructed thereon are no longer used by the City for the sole purpose of operating a sewage treatment facility, said lands or portions thereof, and all improvements located thereon shall automatically become the property of the State and title thereto shall vest in the State subject to the rights of the Federal government in said improvements. The State agrees to give City notice of any use of said lands or improvements constructed thereon not in conformance with the conditions prescribed herein, and shall allow the City 60 days to discontinue said nonconforming use. Failure of the State to provide said notice shall not waive any rights contained herein that may be reserved to the State.

5. The State will provide to the City all necessary easements and rights of way over State property for ingress and egress to the sewage treatment facility, for public utility services, for water service, for the untreated sewage pipeline running from the City pump station, for the treated effluent pipeline, and for the effluent discharge pipeline from the sewage treatment plant to the Napa River.

6. The City will commence and complete, with reasonable diligence, plans and specifications for the construction and modification of the sewage treatment facility and necessary appurtenances having a design capacity of 2.0 million gallons per day, which plans and specifications shall comply with all the legal requirements of the State Water Resources Control Board, the San Francisco Bay Regional Water Quality Control Board, the Environmental Protection Agency, and any governmental health authority having jurisdiction.

7. The City will apply to the State Water Resources Control Board and the Environmental Protection Agency for Step III grant certification and approval of Federal and State matching funds for construction of the upgraded sewage treatment facility.

8. City will submit to State final construction contract plans, specifications and project cost estimates for the construction and modification of the sewage treatment facility for State's approval. State shall be responsible for seeking the approval of all other agencies whose approval is

required for the expenditure of State funds. The parties shall cooperate in expediting said reviews and approvals as to comply with all schedules and deadlines imposed upon City and State by the State Water Resources Control Board and the Environmental Protection Agency.

9. The final construction contract plans and specifications and project cost estimates shall be submitted to State by June 1, 1977 in order to permit thorough review for any changes or corrections required and approval. Preliminary plans shall be submitted to State for review and comments prior thereto. The project cost estimate shall be for the entire project and shall clearly identify the portions of such project cost estimate which relate to the State's share of the project cost as provided herein. The parties shall cooperate in expediting said reviews and approvals as to comply with all schedules and deadlines imposed upon City and State.

10. The City will provide in the plans and specifications for the exterior design and landscaping of the sewage treatment facility in a manner compatible and harmonious with the landscaping and architectural style of the State Veterans Home of California.

11. Upon approval of the plans and specifications and project cost estimate by the State and necessary agencies of the State of California, the City will commence and complete construction and modification of the joint sewage treatment

facility in accordance with said plans and specifications, and in accordance with the completion dates set by the State Water Resources Control Board and the San Francisco Bay Regional Water Quality Control Board.

12. The City will provide in the construction contract, as a requirement binding upon the construction contractor, that the construction of the joint sewage treatment facility shall not interrupt or prevent the continuing treatment and disposal of sewage emanating from the State, and the City shall be responsible for insuring that the construction contractor complies with said requirement.

13. City will act as "lead agency" with respect to the construction of the joint sewage treatment facility and upon completion of the project, City shall assume the responsibility for the operation and maintenance of the sewage treatment facility, and shall maintain the exterior portions and landscaping of said facility in a neat, attractive, and sanitary condition. All construction costs and costs relating to the operation and maintenance of the facility shall be divided between the parties as set forth below.

14. Upon completion of the treatment facility, the City will provide capacity in the treatment facility for a maximum daily flow capacity of not to exceed 1.0 million gallons per day originating from the Veterans Home of California.

15. The City will provide in the design and operation of said sewage treatment facility for the treatment of a

maximum hydraulic peak flow of 1,400 gallons per minute, a maximum organic loading of 670 pounds per day of biochemical oxygen demand (B.O.D.) and a maximum suspended solids loading of 670 pounds per day originating from the State and will treat said sewage originating from the State in said sewage treatment plant.

16. The City shall include in the plans and specifications a suitable standard means of measuring the sewage flow from the City and a standard means of sampling said sewage from the City for organic and suspended solids loading analysis and the City shall include in the plans and specifications a suitable standard means of measuring the sewage flow from the State and a standard means of sampling said sewage from the State for organic and suspended solids loading analysis whereby an accurate record may be kept of the quality and quantity of the sewage delivered to the sewage treatment facility by each party which shall be the basis for payment by the State of the operating charges which the City shall be entitled to receive from the State for the services to be performed by the City in the treatment of said sewage from the State in accordance with the schedule of charges hereinafter set forth. Flow measurement and sampling of sewage shall be by a means agreeable to both parties.

17. The State shall be responsible for payment of its share of the project cost as hereinafter provided. Project cost as used herein shall include only those costs attributable to

the planning, design, and construction of the joint sewage treatment facility, costs attributable to the outfall to the Napa River, and necessary flow monitoring facilities at the Napa River.

18. The State's share of the project costs shall be on that portion constructed for the State's requirements only; namely, one million gallons per day of the total design capacity of two million gallons per day or 50% of the total cost of the joint sewage treatment facility. The State shall not be responsible for the cost of any portion of the planning, design, construction, or operation of said sewage treatment facilities in excess of the minimum requirements of the State Regional Water Quality Control Board for treating sewage originating from the State.

19. The State's share of the project cost shall not exceed the City's final project cost estimate for the State's portion of the project and shall in no case exceed \$76,850.00 unless agreed to otherwise by the State. State shall pay its share of the planning and design costs allocable to the State's portion of the project to the City upon approval of said payments by the necessary agencies of the State of California. The State shall advance its share of the cost of the construction of said sewage treatment facilities to the City upon approval of Step III Grant Certification of the construction of said facilities by the State Water Resources Control Board, and approval by the State of the lowest acceptable bid received by the City for said construction.

20. The State shall not be responsible for any increase in the amount of the State's share of the cost of the project in excess of that provided for herein unless the State approves said increase in advance. In the absence of such approval by the State, there shall be no obligation express or implied on the part of the State to reimburse the City for any costs in excess of that provided for herein.

21. Any and all grant funds received by the City from any State or Federal governmental agency or authority for any part of the project costs as used herein shall be credited to the State in the same proportion that the State is bearing such project cost, except that any and all grant funds received by the City for costs incurred and paid by the State shall be paid to the State upon receipt by the City.

22. In the event the lowest acceptable bid received by the City for construction of the joint sewage treatment facility increases the State's share of the project costs beyond that provided for herein and the State is unable to approve said increase in its share of the cost of the project, the City shall not be obligated to construct said project. If the City fails to construct said project, it shall convey back to the State any and all lands and improvements thereon that were conveyed to City by the State for the purpose of constructing a joint sewage treatment facility, and State shall reimburse City for its share of the appraised value of said lands and improvements paid to the State.

23. In the event this project is terminated prior to completion, the City shall provide an accounting to the State of all expenditures and allocations of costs between the City and the State, adjusted by Federal and State grant funds received by the City, and shall return to the State the difference between the State's share of the actual project costs and any payments made by the State to the City for said project costs.

24. The City shall be responsible for effluent quality compliance with the discharge requirements of the San Francisco Bay Regional Water Quality Control Board and shall allow for the disposal of treated effluent into the Napa River at such times as will comply with said discharge requirements.

25. It shall be the responsibility of the City and the State to each dispose of their respective share of treated effluent during those periods when discharge into the Napa River is prohibited by said discharge requirements, based on the contributed inflow of sewage to the sewage treatment facility; monitoring costs of the State disposal incurred by the City shall be paid to the City by the State. The State shall have the right to use without charge all or any portion of its respective share of the treated effluent, based upon the contributed inflow of sewage to the treatment facility, from said treatment facility for usage on any premises of the Veterans Home of California or other usage desired by the State

in conformance with San Francisco Bay Regional Water Quality Control Board requirements.

26. In consideration of the State's participation in the cost of the modification and upgrading of the sewage treatment facility, the City agrees to receive, treat, and dispose of sewage from the State for a continual period in accordance with the provisions herein contained.

27. The State hereby agrees to pay an annual service charge to the City for the City's receiving, treating, and disposing of sewage emanating from the State. The annual service charge shall be payable in 12 equal payments in arrears on a monthly basis upon receipt of invoices from the City. The annual service charge for each year shall be based on the estimated annual operating and maintenance costs as agreed to by the parties in the annual budget approved by the State. Such operating and maintenance charges shall be based upon the ratio which the quantity and quality of the sewage received from the State during such year shall bear to the total quantity and quality of the sewage passing through the sewage treatment facility for such year.

28. Thirty-four percent of the total operation and maintenance cost of the sewage treatment plant shall be attributed to the hydraulic flow and the charge to the State shall be based on the ratio which the actual gallons received by the City from the State during such year shall bear to the total number of gallons of sewage passing through the plant

for such year. Thirty-three percent of the total operation and maintenance cost of the sewage treatment plant shall be attributed to organic loading and the charge to the State shall be based on the ratio which the actual pounds of biochemical oxygen demand contributed by the State during such year shall bear to the total pounds of biochemical oxygen demand entering the sewage treatment facility for such year. Thirty-three percent of the total operation and maintenance costs of the sewage treatment plant shall be attributed to suspended solids loading and the charge to the State shall be based on the ratio which the actual pounds of suspended solids contributed by the State during such year shall bear to the total pounds of suspended solids entering the sewage treatment facility for such year. Average values of organic loading and suspended solids loading shall be determined from the same number of samples for the State as for the City and such samples shall be taken at as near the same time as is practical.

29. Operating and maintenance costs of the sewage treatment facility shall be based on the actual costs to the City for the operation and maintenance of the sewage treatment facility. Annual operating and maintenance costs shall be estimated in advance each year and included in an annual budget to be submitted to the State for approval by the March 1st preceding the fiscal year in which such charges shall become due and owing. In the event that the actual operating and maintenance costs payable by the State exceed or are less than

the estimated costs paid by the State, said difference in the actual costs of operation and maintenance shall be adjusted for in the annual budget submitted to the State for the succeeding fiscal year.

30. The State shall not be responsible for any costs or charges incurred as a result of the operation, maintenance, purchase, installation or replacement of any equipment, structures or improvements which are necessary to provide service solely to the City or users other than the State. The State shall be responsible only for its share of the cost of additional capital improvements and related operating and maintenance charges and costs to the extent they are required solely to serve the needs and requirements of the State. It is contemplated by the parties that City may be required during the life of this agreement to expand its sewage treatment capabilities. In the event that it is necessary for City to construct any additional structures or improvements or install any additional equipment or facilities on the sewage treatment facilities site, the prior approval of State shall be required; however, said approval shall not unreasonably be withheld.

31. City hereby agrees that any increase in the capacity of the joint treatment facility shall not impair the treatment or disposal of sewage emanating from the State nor interfere with the operations of the Veterans Home of California. City also agrees that any additional improvements or structures

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constructed on the facility site by the City shall be compatible and harmonious with the architecture and landscaping of said Veterans Home.

32. The City shall maintain accurate, complete, and current cost records relative to the operation and maintenance of the sewage treatment facility, and such records shall be available for the inspection and copying by the State at all reasonable times. The State shall have the right with appropriate notification to enter upon the treatment facility site to inspect and inquire into the manner in which the City is maintaining and operating the sewage treatment facilities to insure that said facilities shall be maintained, repaired, and operated in good working order.

33. The City hereby grants to the State, for the exclusive use of the State, sewage capacity rights in the sewage treatment facility, sufficient to properly treat a maximum of one million gallons flow per day, but not to exceed a maximum hourly rate of 1,400 gallons per minute, from said property of State, or any additions thereto or portions thereof, for a continual period commencing on the date of certification of completion of the sewage treatment facility by the City to the State.

34. An amount sufficient to equal the State's share of the capital recovery cost of the joint sewage treatment facility based on the ratio which the design capacity of the facility provided to the State bears to the total design capacity of the facility shall be paid annually by the State to the City and shall be set aside for replacement of the

facility and the City shall also set aside an amount equal to the City's share of the capital recovery cost of the joint sewage treatment facility based on the ratio which the design capacity of the facility provided to the City bears to the total design capacity of the facility. Capital Reserve Funds contributed by the State and interest earned thereon which is retained by the City shall be used upon those portions of the joint sewage treatment facilities that benefit the State subject to the rules of the State Water Resources Control Board.

35. Notwithstanding any other provisions of this agreement, the City agrees to provide sewage treatment capacity to the State and treatment of sewage from the State in any replacement facility constructed by the City in consideration of the State's contribution of adequate funds towards the State's share of the cost of replacement of the sewage treatment facility. The City shall credit capital recovery funds contributed by the State for replacement of the facility towards the State's share of the cost of said replacement facility.

36. The State shall operate and maintain its sewage collector system on State property up to the boundary of the joint sewage treatment facility. The cost of infiltration inflow improvements to the State's collector system shall be included in the City's Step II Grant Application for State and Federal Clean Water Grant funds for the joint sewage treatment facility project.

37. The State shall be responsible for infiltration inflow improvements to its sewage collector system in accordance

with the requirements of the Step II Grant Application and will provide the required local share of the cost. The City shall pay to the State any and all grant funds received by the City from any State or Federal governmental agency or authority for any part of said infiltration inflow improvements immediately upon receipt of said grant funds by the City.

38. The State agrees to comply and conform to the State Water Resources Control Board approved sewer use ordinance wherein applicable.

39. It is understood and agreed that neither party to this agreement shall be considered the agent of the other in the performance of this agreement, but rather that the parties shall bear the relationship to one another of independent contractors. The City will indemnify and hold harmless and defend the State and its officers and employees against any and all liability which may be imposed upon the State, and against any and all claims, demands, or causes of actions which may arise as a result of the City's construction, operation or maintenance of the sewage treatment facility, or its transportation of sewage emanating from said facility, or other act or omission of the City in carrying out the terms of this agreement.

40. This agreement may be amended at any time by mutual agreement of both parties, in writing.

41. All capacity rights, or other rights of State under the terms and conditions of this agreement, shall be

for the benefit of lands owned and operated by the State, known as the Veterans Home of California, which are located within the City boundary, and all such rights shall extend to such property, or any additions thereto or any portions thereof, subject to limitations as in this agreement set forth. This agreement shall inure to the benefit of, and bind, the successors or assigns of the parties hereto.

42. This agreement shall be effective only upon the approval and availability of required grant funds from the Environmental Protection Agency and the State Water Resources Control Board. Notwithstanding any other provisions of this agreement, the State's obligation for its share of annual operating and maintenance costs, capital improvement costs, or any other costs shall be subject to the approval of funds for that purpose by the State and approval of all other necessary State agencies or authorities.

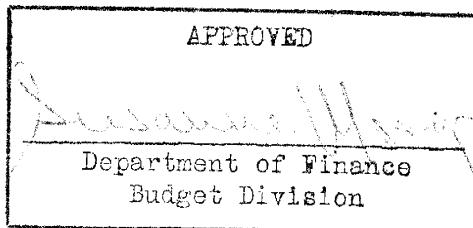
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective offices thereunto duly authorized the day and year first written above.

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By

Greg L. Lipscomb
GREG LIPSCOMB, Deputy Director



STATE OF CALIFORNIA

DEPARTMENT OF VETERANS AFFAIRS

By

John Walker
Director

CITY OF YOUNTVILLE
YOUNTVILLE, CALIFORNIA

By

T. E. G.
Mayor

APPROVED AS TO FORM:

Philip A. Champlin
Philip A. Champlin
City Attorney, City of Yountville
APPROVED AS TO FORM:

ATTEST:

James E. Field
James E. Field
City Clerk

RESOLUTION NO. 319

A RESOLUTION OF THE CITY OF YOUNTVILLE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONSTRUCTION AND OPERATION OF A JOINT WASTE WATER TREATMENT FACILITY WITH THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF VETERANS AFFAIRS

WHEREAS, the State of California, acting through the State Water Resources Control Board, has ordered the City of Yountville and the Department of Veterans Affairs to combine their waste water treatment facilities in order to meet the objectives of the San Francisco Bay Basin Plan; and

WHEREAS, the City of Yountville and the State of California, acting through the Department of Veterans Affairs have negotiated an agreement with respect to said joint sewage treatment facility, which said agreement is attached to this resolution as Exhibit "A" and by this reference, incorporated herein; and

WHEREAS, the City has expressed its willingness to participate on an equal basis with the State of California, Department of Veterans Affairs in the acquisition, construction and operation of such a joint sewage treatment facility, as more particularly provided in said agreement.

NOW THEREFORE, BE IT RESOLVED:

1. That the contractual agreement attached hereto as Exhibit "A" is approved by the City Council of the City of Yountville and the Mayor and City Clerk of said City are authorized to execute the same on behalf of the City of Yountville.
2. That certified copies of said agreement shall be transmitted to all agencies whose review and approval is required, including, but not limited, to the State Water Resources Control Board, the San Francisco Bay Regional Water Quality Control Board and the Environmental Protection Agency.
3. It is the intent of the City of Yountville by the adoption of this resolution and the execution of said agreement that the City's financial

contribution shall at all times and in all respects be co-equal with the financial contribution of the State of California with respect to the construction and operation of said joint sewage treatment facility.

4. Resolution No. 317, adopted the 25th day of January, 1977, is hereby rescinded.

The foregoing resolution was passed and adopted at a regular meeting of the City Council of the City of Yountville held on the 22nd day of February, 1977, by the following vote:

AYES: Bardessono, Miller, Schmitt, Valenzuela, Gates

NOES: None

ABSENT: None

T. L. Gates
MAYOR
CITY OF YOUNTVILLE

ATTEST:

James E. Tild
CITY CLERK

I HEREBY CERTIFY THAT THE FOREGOING AGREEMENT IS A TRUE AND CORRECT COPY
OF THE ORIGINAL AGREEMENT DOCUMENT.


Frances E. Field
City Clerk
City of Yountville, Ca

RESOLUTION NO. 380

A RESOLUTION OF THE CITY OF YOUNTVILLE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION AND OPERATION OF A JOINT WASTE WATER TREATMENT FACILITY WITH THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF VETERANS AFFAIRS.

WHEREAS, the State of California, acting through the State Water Resources Control Board, has ordered the City of Yountville and the Department of Veterans Affairs to combine their waste water treatment facilities in order to meet the objectives of the San Francisco Bay Basin Plan; and

WHEREAS, the City of Yountville and the State of California, acting through the Department of Veterans Affairs have negotiated an agreement with respect to said joint sewage treatment facility as set forth in City of Yountville Resolution No. 319 dated February 22nd, 1977; and

WHEREAS, The Department of Veterans Affairs has received approval of additional funding to finance the State's share of the cost of the joint treatment facilities to be constructed at the Veterans Home.

NOW, THEREFORE, BE IT RESOLVED that:

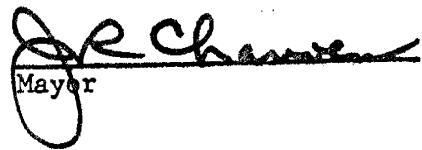
1. The Mayor and the City Clerk of the City of Yountville are authorized to execute a agreement in the form set forth in Exhibit "A" on behalf of the City of Yountville amending the agreement above described.

The foregoing resolution was passed and adopted at a regular meeting of the City Council of the City of Yountville held on March 28, 1978, by the following vote:

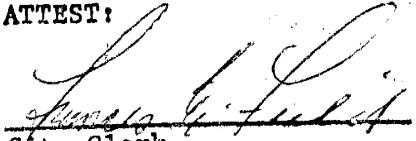
AYES: Bardessono, Bergtold, Schmitt, Valenzuela, Chavoen

NOES: None

ABSENT: None


Joe Chavoen
Mayor

ATTEST:


James G. Feltis
City Clerk

AMENDMENT

This Agreement is entered into this 28th day of March, 1978, by and between the State of California acting by and through the Department of Veterans Affairs, hereinafter referred to as "State," and the City of Yountville, hereinafter referred to as "City."

It is mutually agreed that the Agreement dated February 22, 1977, between the Department of Veterans Affairs and the City of Yountville for the Construction and Operation of a Joint Wastewater Treatment Facility is hereby amended as follows:

1. The maximum amount of the State's share of the project cost as provided for in Section 19 of said Agreement shall be increased from \$76,850.00 to \$173,618.00 and shall in no case exceed \$173,618.00 unless agreed to otherwise by the State.
2. All other terms and conditions of the original agreement remain unchanged.

STATE OF CALIFORNIA
DEPARTMENT OF VETERANS AFFAIRS

CITY OF YOUNTVILLE
YOUNTVILLE, CALIFORNIA

By _____
Director

By Joe Chaves
Mayor

ATTEST:

By James E. Fried
City Clerk

AMENDMENT

ORIGINAL

This Agreement is entered into this 3rd day of April, 1978, by and between the State of California acting by and through the Department of Veterans Affairs, hereinafter referred to as "State," and the City of Yountville, hereinafter referred to as "City."

It is mutually agreed that the Agreement dated February 22, 1977, between the Department of Veterans Affairs and the City of Yountville for the Construction and Operation of a Joint Wastewater Treatment Facility is hereby amended as follows:

1. The maximum amount of the State's share of the project cost as provided for in Section 19 of said Agreement shall be increased from \$76,850.00 to \$173,618.00 and shall in no case exceed \$173,618.00 unless agreed to otherwise by the State.
2. All other terms and conditions of the original agreement remain unchanged.

APPROVED

Calvin Smith

State of California

Department of Finance

Department of General Services
Use ONLY

FEB 1 1978

MAY 1978

coshawder

FEB 1 1978

AMOUNT ENCUMBERED	APPROPRIATION		FUND
\$ 25.00			General
UNENCUMBERED BALANCE \$	ITEM 374 (a)	CHAPTER 320	STATUTES 1476
ADJ. INCREASING ENCUMBRANCE \$	FUNCTION Capital Outlay		FISCAL YEAR 76-77
ADJ. DECREASING ENCUMBRANCE \$	LINE ITEM ALLOTMENT		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO. B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER ► <i>Ed Helle</i>			DATE 5-7-8-78
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ►			DATE

**AMENDMENT TO AGREEMENT FOR CONSTRUCTION
AND OPERATION OF A JOINT WASTEWATER TREATMENT FACILITY**

This is the first amendment to the AGREEMENT FOR CONSTRUCTION AND OPERATION OF A JOINT WASTEWATER TREATMENT FACILITY entered into on February 22, 1977, between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF VETERANS AFFAIRS (hereafter called STATE) and the City of Yountville (hereafter called City).

State and City hereby agree as follows:

1. Paragraph 25 of the AGREEMENT FOR CONSTRUCTION AND OPERATION OF A JOINT WASTEWATER TREATMENT FACILITY entered into on February 22, 1977 is hereby deleted and a new Paragraph 25 inserted in its place and stead to read as follows:

25. (a) It shall be the responsibility of the City and the State to each dispose of their respective share of treated effluent during those periods when discharge into the Napa River is prohibited by said discharge requirements, based on the contributed inflow of sewage to the sewage treatment facility; monitoring costs of the State disposal incurred by the City shall be paid to the City by the State. The State shall have the right to use without charge all or any portion of its respective share of the treated effluent, based upon the contributed inflow of sewage to the treatment facility, from said treatment facility for usage on any premised of the Veterans Home of California or other usage desired by the State in conformance with San Francisco Bay Regional Water Quality Control Board requirements.

(b) State agrees to permit City to discharge effluent on the premises described in Exhibit "A" in amounts not to exceed the carrying capacity of the land in accordance with Regional Water Quality Control Board guidelines after all effluent which State desires to dispose of on the premises has been accepted.

(c) City agrees to permit State to discharge effluent on the premises at Chimney Rock Golf Course to the extent such discharge is authorized by its contract with Chimney Rock Golf Course in amounts not to exceed the total discharge requested by the golf course after all effluent which City desires to dispose of on the premises has been accepted.

(d) The rights of each party to share in the disposal facilities of the other as specified above shall be terminable by each party upon three (3) years written notice to the other. Each of the parties is granting the other the right to share facilities granted by the other party.

(e) As further consideration for the rights granted to City by State, City agrees that it will provide manpower

necessary to move the irrigation and effluent lines located on the premises described in Exhibit "A" to insure that the carrying capacity of the land is not exceeded.

Further, it will maintain emergency response to respond to malfunctions of the irrigation and effluent system located on the premises described in Exhibit "A".

In all other respects, the parties reaffirm the provisions of the AGREEMENT FOR CONSTRUCTION AND OPERATION OF A JOINT WASTEWATER TREATMENT FACILITY.

APPROVED:

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

STATE OF CALIFORNIA

DEPARTMENT OF VETERANS

AFFAIRS

BY _____

Director

Dated: 8-20-91

By: Peter Meroney
Director

TOWN OF YOUNTVILLE
YOUNTVILLE, CALIFORNIA

Dated: 7/24/91

By: Robert U. Smith
Mayor

ATTEST:

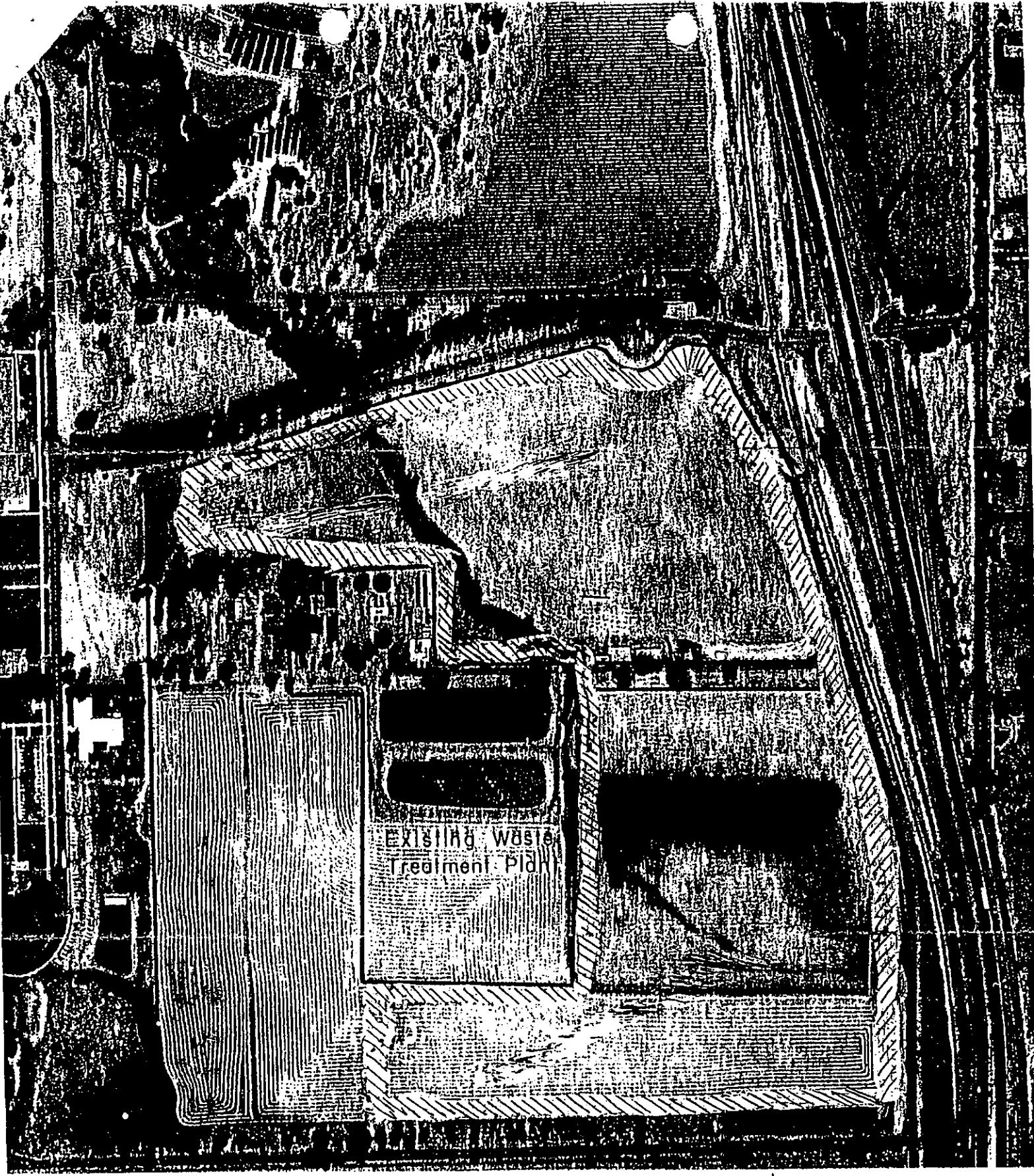
Dated: 7-24-91

By: Robert D. Myers
Town Clerk

APPROVED AS TO FORM:

Dated: _____.

C. Preston Shackelford
Town Attorney, Town of Yountville



WASTEWATER EFFLUENT DISCHARGE BOUNDARY

FIRST AMENDMENT TO AGREEMENT
FOR CONSTRUCTION AND OPERATION
OF A JOINT WASTEWATER
TREATMENT FACILITY
EXHIBIT "A"