

**THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED JOINT  
EXERCISE OF POWERS AGREEMENT FOR THE DEVELOPMENT, OPERATION  
AND MAINTENANCE OF THE GROUNDWATER REPLENISHMENT  
SYSTEM AND THE GREEN ACRES PROJECT**

This Third Amendment to the Second Amended and Restated Joint Exercise of Powers Agreement for the Development, Operation and Maintenance of the Groundwater Replenishment System and the Green Acres Project ("Third Amendment") is entered into by and between the Orange County Water District (the "Water District") and the Orange County Sanitation District (the "Sanitation District"). The Water District and the Sanitation District are sometimes collectively referred to herein as the "Parties," and individually referred to as each "Party." This Second Amendment shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**RECITALS**

**WHEREAS**, the Water District and the Sanitation District are parties to the Second Amended and Restated Joint Exercise of Powers Agreement for the Development, Operation and Maintenance of the Groundwater Replenishment System and the Green Acres Project, as amended on October 18, 2017 and March 27, 2019 (the "Agreement"); and

**WHEREAS**, Section II 3.(b) requires the Water District to reimburse the Sanitation District for the costs of planning, designing, and constructing the Plant 2 Plant Water Pump Station project; and

**WHEREAS**, to date, pursuant to Section II 3.(b) of the Agreement, the Water District has reimbursed the Sanitation District ten million two hundred seventy three thousand one hundred and seventy-seven dollars and thirty-eight cents (\$10,273,177.38) for costs incurred in connection with the Plant 2 Plant Water Pump Station project; and

**WHEREAS**, the Parties desire to amend Section II 3.(b) of the Agreement, as set forth herein, to extend the time for the Water District to fulfill its reimbursement obligation under Section II 3.(b) of the Agreement until after Project J-117 is complete.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. The Recitals above are deemed true and correct, are hereby incorporated in this Second Amendment as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

2. Section II 3.(b) of the Agreement is amended to read as follows:

(b) Plant 2 Plant Water Pump Station Relocation Project. The Sanitation District shall plan, design, and construct the relocation of the Plant 2 Plant Water Pump Station project as described in Exhibit B. The Plant 2 Plant Water Pump Station project shall be constructed as a part of Sanitation District's existing project Ocean Outfall

System Rehabilitation, Project J-117 for efficiency and coordination purposes. The Sanitation District shall meet and confer with the Water District regarding the design of the Plant 2 Plant Water Pump Station Relocation project prior to its finalization and approval by the Sanitation District. The Sanitation District will provide any necessary support and assistance to the Water District in its efforts to obtain loans and grants to fund the Plant 2 Plant Water Pump Station project. Subject to subsection (c) below, the Water District shall reimburse the Sanitation District for the costs of planning, designing, and constructing the Plant 2 Plant Water Pump Station project. Without limiting the foregoing, the Water District shall reimburse the Sanitation District for the costs of the design contract(s), the construction contract(s), and Sanitation District staff time spent on the Plant 2 Plant Water Pump Station Relocation Project (total salary and benefits, pro-rated based on hours worked). The Sanitation District shall send an invoice to the Water District quarterly. Within thirty (30) days after the effective date of this Third Amendment, the Sanitation District shall return to the Water District the ten million two hundred seventy three thousand one hundred and seventy-seven dollars and thirty-eight cents (\$10,273,177.38) paid to date pursuant to this Section II 3.(b). No later than six (6) months after the Sanitation District files a Notice of Completion for Project J-117 with the County of Orange, the Water District shall (1) pay all of the outstanding quarterly invoices for the costs of the Plant 2 Plant Water Pump Station Relocation Project, along with interest charges in the amount of two percent (2%) per year from the date of each invoice; and (2) return the ten million two hundred seventy three thousand one hundred and seventy-seven dollars and thirty-eight cents (\$10,273,177.38) to the Sanitation District, along with an interest charge of two percent (2%) per year from the date that the Sanitation District returned the ten million two hundred seventy three thousand one hundred and seventy-seven dollars and thirty-eight cents (\$10,273,177.38) to the Water District.

3. This Third Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

**IN WITNESS WHEREOF**, intending to be legally bound, the Parties hereto have caused this Second Amendment to be signed by the duly authorized representatives as of the day and year last signed below.

ORANGE COUNTY SANITATION DISTRICT

By: \_\_\_\_\_  
Chad P. Wanke  
Chair, Board of Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Bradley R. Hogin  
General Counsel  
Orange County Sanitation District

ORANGE COUNTY WATER DISTRICT

By: \_\_\_\_\_  
Cathy Green  
President, Board of Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael R. Markus  
General Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeremy Jungreis  
General Counsel  
Orange County Water District