

**THIRD AMENDMENT TO THE COST-SHARING AGREEMENT BETWEEN
CITY OF SAN JOSE
AND
WEST VALLEY SANITATION DISTRICT OF SANTA CLARA COUNTY
FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF JOINT USE
SANITARY SEWERS**

This Third Amendment (“Third Amendment”) to the Cost-Sharing Agreement Between City of San José (“City”) and West Valley Sanitation District of Santa Clara County (“District”) for Construction, Operation and Maintenance of Joint Use Sanitary Sewers is made and entered into this _____ day of _____, 2025 by and between the City, a municipal corporation, and District (formerly County Sanitation District No. 4), a sanitation district organized and existing pursuant to the provision of the Health and Safety Code of the State of California, Division 5, Part 3, Chapter 3 (“Party” individually or “Parties” collectively).

RECITALS

WHEREAS, on June 25, 2002, City and District entered into an agreement entitled “Cost-Sharing Agreement between City of San Jose and West Valley Sanitation District of Santa Clara County for Construction, Operation and Maintenance of Joint Use Sanitary Sewers” (“Agreement”); and

WHEREAS, the term of the Agreement was retroactive to July 2, 2000 through June 30, 2020; and

WHEREAS, on June 30, 2020, the Parties executed a First Amendment to the Agreement which extended the term of the Agreement by two (2) years through June 30, 2022 (“First Amendment”); and

WHEREAS, on June 30, 2022, the Parties executed a Second Amendment to the Agreement which extended the term of the Agreement by three (3) years through June 30, 2025 (“Second Amendment”); and

WHEREAS, the Parties now wish to further extend the term of the Agreement by an additional one (1) year through June 30, 2026 in order to provide sufficient time to negotiate the remaining terms of a new Cost-Sharing Agreement;

NOW THEREFORE, in consideration of the promises made and recited herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties

do hereby agree to enter into this Third Amendment, which modifies and amends the Second Amendment as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein.
2. **Defined Terms.** All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
3. **Section VI.A. entitled “Term of the Agreement”** is deleted in its entirety and replaced with the following:

VI. TERM OF THE AGREEMENT

- A. **TERM OF AGREEMENT.** This AGREEMENT shall be in full force and effect for a period from July 1, 2000 through June 30, 2026, inclusive, unless terminated earlier by mutual agreement or by operation of law or due to a material breach by either party.
4. **Effect of Third Amendment.** Except as expressly modified by the Third Amendment, all terms and conditions in the Agreement dated June 25, 2002, First Amendment dated June 30, 2020 and Second Amendment dated June 30 2022, shall remain in full force and effect and the Parties hereby ratify and affirm all their respective rights and obligations under the Agreement, the First Amendment, and the Second Amendment including but not limited to the indemnification obligations. In the event of any conflict between the Third Amendment, Second Amendment, First Amendment and/or Agreement, the provisions of this Third Amendment shall govern.
5. **Counterparts.** Execution of this Third Amendment may be accomplished by execution of separate counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement.

WITNESS THE EXECUTION HEREOF, the parties hereto have executed this Third Amendment on the day and year first hereinabove written.

City of San José
A municipal corporation

**West Valley Sanitation District
of Santa Clara County**
A Sanitation District

By _____
Toni Taber
City Clerk

By _____
Rob Moore
Chairperson, Board of Directors

APPROVED AS TO FORM:

Arlene Silva
Senior Deputy City Attorney

Erica Gonzalez
District Counsel