

**FIRST AMENDMENT TO**  
**SILVERWOOD LAKE STATE RECREATION AREA**  
**CLEGHORN WASTEWATER TREATMENT PLANT**  
**WASTEWATER TREATMENT SERVICE AGREEMENT**

This First Amendment to Silverwood Lake State Recreation Area Cleghorn Wastewater Treatment Plant Wastewater Treatment Service Agreement (“First Amendment”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION (“State Parks”), and the CRESTLINE SANITATION DISTRICT, a self-governing special district formed under California Health and Safety Code Section 4700 et seq. (“CSD”). State Parks and CSD are collectively referred to as “Parties” in this First Amendment.

**RECITALS**

A. On or about October 6, 2011, the Parties entered into the Silverwood Lake State Recreation Area Cleghorn Wastewater Treatment Plant Wastewater Treatment Service Agreement (“Service Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, which sets forth the terms and conditions for the operation, maintenance, improvement, and upgrade of the Cleghorn Wastewater Treatment Plant (“WWTP”).

B. On or about August 24, 2018, the Parties entered into a Cooperative Project Agreement for the WWTP Force Main Replacement Project (“Project Agreement”), a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference, which defines the roles and responsibilities of the Parties in connection with the Force Main Replacement Project of the WWTP.

C. Under Section 4 of the Service Agreement, the term of the Service Agreement is ten (10) years, which expires on or about October 6, 2021. Section 4 of the Service Agreement further provides that the Parties have an option to renew the Service Agreement for an additional ten (10) years or portion thereof upon mutual agreement of the Parties.

D. The Parties wish to extend the Service Agreement for another ten (10) year term in the manner set forth herein, while also continuing to preserve the operative effect of the Project Agreement.

## C O V E N A N T S

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the Parties hereto agree as follows:

Section 1. WWTP. Pursuant to Section 16 of the Service Agreement, the definition of “WWTP” in the fifth Recital of the Service Agreement is hereby revised to include the Cleghorn Wastewater Treatment Plant building, infrastructure, and force main and effluent wastewater transport pipeline located on State Park property at Silverwood Lake State Recreation Area, and the disposal site located on CSD property north of Silverwood Lake State Recreation Area, subject to the Project Agreement. Accordingly, the fifth “WHEREAS” is hereby amended to provide in full as follows:

“WHEREAS, CSD owns the Cleghorn Wastewater Treatment Plant building, infrastructure, and force main and effluent wastewater transport pipeline at Silverwood Lake State Recreation Area, and the disposal site located on CSD property north of Silverwood Lake State Recreation Area (“WWTP”); and”

Section 2. TERM. Pursuant to Section 16 of the Service Agreement, Section 4 of the Service Agreement is hereby amended to provide in full as follows:

“Term of Agreement. This Agreement shall become effective when approved by an authorized representative of State Parks and CSD’s Board of Directors. The term of this Agreement is hereby amended for an additional period of ten (10) years expiring on \_\_\_\_\_, 2031. State Parks and CSD shall have an option to renew said Agreement for an additional ten (10) years or portion thereof upon mutual agreement of both parties hereto.”

Section 3. EMERGENCY REPAIRS. Pursuant to Section 16 of the Service Agreement, the Service Agreement is hereby amended to add the following provision as Section 23 thereto:

“Emergency Repairs. For purposes of this Agreement, “Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public service. In the event of an Emergency, CSD will

immediately procure and service any and all emergency repairs that occur for the WWTP. Within 48 hours of knowledge of the Emergency requiring repair of the WWTP, CSD shall notify State Parks in writing of such Emergency and the need of such repair.

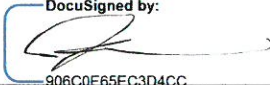
- a. CSD shall submit to the State Parks a detailed and itemized invoice for Emergency repairs. The invoice shall include the following items and each item shall include a detailed and itemized explanation of the costs:
  - i. Actual Labor Costs at labor hours X hourly rate (actual salary + benefits)
  - ii. Actual costs for Equipment
  - iii. Actual costs for Special Department Expenses (e.g., security, permits)
  - iv. Actual costs for Laboratory Work
  - v. 20% of Actual costs of Labor, Equipment, Special Department Expenses, and Laboratory Work (items i – iv) for CSD's Administration and Supervision Costs.
- b. State Parks may request further information or documentation on any item of the invoice.
- c. State Parks shall remit payment to CSD within ninety (90) days of receipt of an invoice submitted in accordance with this Agreement.
- d. Any late payment penalties shall be calculated in accordance with the California Prompt Payment Act, Government Code Section 927 et seq."

Section 4. STATUS OF AGREEMENT. Except as expressly set forth herein, all other provisions of the Service Agreement, as modified by the Project Agreement, shall remain in full force and effect.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Silverwood Lake State Recreation Area Cleghorn Wastewater Treatment Plant Wastewater Treatment Service Agreement to be executed by their respective officers as of the date first written above.

STATE OF CALIFORNIA, DEPARTMENT  
OF PARKS AND RECREATION

DocuSigned by:  
  
By: \_\_\_\_\_  
906C0E65EC3D4CC  
Jason De Wall, Acting Deputy Director  
Park Operations  
Department of Parks & Recreation

CRESTLINE SANITATION DISTRICT

By: \_\_\_\_\_  
Matthew Philippe, Chairman  
Board of Directors