

**AGREEMENT
BETWEEN
SANTA CLARA VALLEY WATER DISTRICT
AND
THE CITY OF SAN JOSE
FOR WATER CONSERVATION PROGRAMS
2022-2023**

This AGREEMENT (Agreement), effective as of January 1, 2022, is between Santa Clara Valley Water District (VALLEY WATER), an independent special district created by the California Legislature, and the City of San José (CITY), a chartered municipal corporation. This AGREEMENT sets forth the respective roles of VALLEY WATER and the CITY related to VALLEY WATER'S conservation programs identified in Appendix A of this AGREEMENT (VALLEY WATER PROGRAMS) and the CITY's Bay Area Water Supply and Conservation Agency Participation Agreement for Watersmart Customer Engagement and Conservation Program (BAWSCA Agreement) executed on August 24, 2021 with term January 1, 2022 until December 31, 2023, including its Home Water Use Reports Program (HOME WATER USE REPORTS PROGRAM).

RECITALS

WHEREAS, the VALLEY WATER PROGRAMS provide water conservation services and rebates for properties located within the service area of the San José Municipal Water System (SERVICE AREA), a municipal water utility owned and operated by the CITY; and

WHEREAS, the HOME WATER USE REPORTS PROGRAM provides water conservation services located within the SERVICE AREA; and

WHEREAS, the VALLEY WATER PROGRAMS and the HOME WATER USE REPORTS PROGRAM are consistent with VALLEY WATER's Urban Water Management Planning Act requirements; and

WHEREAS, VALLEY WATER and CITY wish to collaborate their efforts to implement VALLEY WATER PROGRAMS and the HOME WATER USE REPORTS PROGRAM in the SERVICE AREA as described in this AGREEMENT.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties expressed in this AGREEMENT, VALLEY WATER and CITY agree as follows:

1. VALLEY WATER'S RESPONSIBILITIES

A. VALLEY WATER PROGRAMS

VALLEY WATER shall:

- a) Administer VALLEY WATER PROGRAMS as listed in Appendix A: VALLEY WATER Programs, Targets, and Budgets.
- b) Invoice the CITY, twice per year, for the CITY's cost share of VALLEY WATER PROGRAMS listed in Appendix A. Invoices shall include an attachment with VALLEY WATER PROGRAM customer information for those SERVICE AREA customers who received services during the dates of the invoice. Customer information shall include the rebate number, invoice date, date of notice to proceed, rebate type, customer name, customer site type, customer address, area of converted landscape in square feet (if applicable), total rebate amount in dollars, total rebate amount owed by VALLEY WATER and the CITY in dollars.
- c) Collect and analyze data to determine water savings.
- d) Administer funds received from the CITY for VALLEY WATER PROGRAMS.

- e) Work cooperatively with the CITY to advertise VALLEY WATER PROGRAMS to targeted customers.

B. HOME WATER USE REPORTS PROGRAM

VALLEY WATER shall:

- a) Pay one-half the cost of the HOME WATER USE REPORTS PROGRAM. VALLEY WATER's obligation to pay for the HOME WATER USE REPORTS PROGRAM activities is capped at a total maximum of \$143,721.22, which is 50% (minus the BAWSCA Administration Fee) of the BASWCA Agreement.
- b) Pay the CITY within thirty (30) days of receipt of an invoice together with the BASWCA invoice for VALLEY WATER's share of the cost of the HOME WATER USE REPORTS PROGRAM specified in 1(B)(a) above. Through mutual agreement, both parties may agree to extend the deadline for payment up to within sixty (60) days of receipt of an invoice together with the BAWSCA invoice.

2. CITY'S RESPONSIBILITIES

A. VALLEY WATER PROGRAMS

CITY shall:

- a) Identify and notify all properties within the SERVICE AREA that are qualified to participate in VALLEY WATER PROGRAMS about the VALLEY WATER PROGRAMS. Methods to identify and notify all eligible properties may be mutually agreed upon between VALLEY WATER and CITY.
- b) Work cooperatively with VALLEY WATER in advertising VALLEY WATER PROGRAMS to the targeted customers.
- c) Provide VALLEY WATER with water usage records and other data of customers in the SERVICE AREA to determine water savings and cost effectiveness of VALLEY WATER PROGRAMS. Water usage records will only be made available to VALLEY WATER for those account holders from whom VALLEY WATER has obtained authorization for the release of information from the CITY.
- d) Pay VALLEY WATER the reimbursement rates as specified in Appendix A.
- e) Pay VALLEY WATER within thirty (30) days of receipt of invoice(s) from VALLEY WATER.
- f) For the period from January 1, 2022 to December 31, 2023, pay VALLEY WATER an amount not to exceed \$143,721.22

3. CITY'S RESPONSIBILITIES FOR HOME WATER USE REPORTS PROGRAM

- a) Administer the HOME WATER USE REPORTS PROGRAM, which shall include coordination with the Watersmart software vendor.
- b) Pay for the cost of the HOME WATER USE REPORTS PROGRAM minus the 50% cost contribution by VALLEY WATER per Section 1(B)(a) of this AGREEMENT. It is understood and agreed that any discounts received by the CITY on costs associated with the HOME WATER USE REPORTS PROGRAM shall be allocated between the Parties on an equal 50/50 percentage basis.
- c) Identification and notification of qualifying properties within the SERVICE AREA.
- d) Advertise the HOME WATER USE REPORTS PROGRAM to the targeted customers.
- e) Collaborate with VALLEY WATER regarding developing and delivering targeted marketing through the HOME WATER USE REPORTS PROGRAM as appropriate and to the extent currently available through Watersmart.
- f) Collection and analysis of data to determine water savings.
- g) Provide VALLEY WATER with cumulative water usage records and other data necessary to determine savings and cost effectiveness of the HOME WATER USE REPORTS PROGRAM.

- h) Invoice VALLEY WATER twice per year for its 50% share of the HOME WATER USE REPORTS PROGRAM based upon actual invoices of the HOME WATER USE REPORTS PROGRAM vendor that were paid by the CITY for administration of the HOME WATER USE REPORTS PROGRAM. VALLEY WATER's total cost share is subject to a maximum of \$143,721.22. Include as an attachment to the invoice the HOME WATER USE REPORTS PROGRAM mailing history for the dates of the invoice.

4. HOLD HARMLESS AND LIABILITY

- a. The PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata but, instead, VALLEY WATER and CITY agree that each PARTY hereto shall fully indemnify and hold the other PARTY, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability, including that imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such PARTY under this AGREEMENT. No PARTY, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other PARTY hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other PARTY under this AGREEMENT. This indemnification provision shall survive any termination of this AGREEMENT.
- b. The rights, duties, and obligations of the Parties as set forth above in this Hold Harmless and Liability section will survive termination, suspension, completion, and expiration of this AGREEMENT.

5. INSURANCE

Each Party shall adhere to the insurance requirements that are specified in Appendix B of this AGREEMENT.

6. DOCUMENT REVIEW

VALLEY WATER and the CITY will, upon reasonable advance written notice, make available for inspection to the other Party records, books and other documents relating to VALLEY WATER PROGRAMS and relating to the HOME WATER USE REPORTS PROGRAM.

7. TERM

The term of the AGREEMENT is from January 1, 2022 to December 31, 2023. The term of the AGREEMENT may be extended by mutual written consent of the Parties. This AGREEMENT shall be contingent upon approval of program funding each fiscal year by the CITY's City Council and VALLEY WATER's Board of Directors. In the event such contingency is not met, this AGREEMENT terminates on the first day of the fiscal year for which funding is not approved.

8. NOTICE

Any notice, payment, credit or instrument required or permitted to be given under this AGREEMENT will be in writing and will be mailed postage prepaid and addressed to or sent by electronic mail (email) to the respective parties as follows:

If to VALLEY WATER:

Santa Clara Valley Water District
5750 Almaden Expressway
San José, CA 95118
Attn: Justin Burks

If to the CITY:

City of San José
San Jose Municipal Water System
3025 Tuers Road
San José, CA 95121
Attn: Michelle Mullane

Either party may change such mailing or email address by notice given to the other Party as provided in this Section 9.

9. AMENDMENTS

The AGREEMENT may only be amended by written agreement executed by both Parties.

10. ASSIGNMENT

Neither Party is allowed to assign, sublet, or transfer this AGREEMENT or any of the rights or interests in this AGREEMENT without the written consent of the other Party.

11. SEVERABILITY

The partial or total invalidity of one or more parts of this AGREEMENT will not affect the intent or validity or remaining parts of this AGREEMENT.

12. GOVERNING LAW

This AGREEMENT is a contract under the laws of the State of California and for all purposes must be interpreted in accordance with such laws.

13. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by either Party hereto for any reason upon thirty (30) days written notice to the other Party.

14. SIGNATURES

The individuals executing this AGREEMENT represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

15. COUNTERPARTS

This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall be the entire AGREEMENT.

In WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the effective date.

CITY OF SAN JOSE, a municipal corporation

Colleen Winchester
Colleen Winchester (12/29/2021)
Email: colleen.winchester@sanjoseca.gov

Colleen Winchester
Sr. Deputy City Attorney

Sarah Zarate
Sarah Zarate (1/5/2022)
Email: sarah.zarate@sanjoseca.gov

Sarah Zarate
Director, Office of the City Manager

SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the Legislature of the State of California

APPROVED AS TO FORM:

DocuSigned by:
Joseph D. Aranda
Joseph D. Aranda
Assistant District Counsel

DocuSigned by:
Rick L. Callender, Esq.
Rick L. Callender, Esq.
Chief Executive Officer

**APPENDIX A
VALLEY WATER PROGRAMS, GOALS, AND REIMBURSEMENT RATES**

The programs administered by VALLEY WATER and the CITY'S reimbursement rates are specified below.

The CITY will reimburse VALLEY WATER for the programs listed below, up to a Not-To-Exceed Amount of \$143,721.22 for rebates paid by VALLEY WATER during the period from January 1, 2022 to December 31, 2023.

Program	City's Reimbursement Rate
Landscape Conversion Rebate (this reimbursement will add to the rebate amount VALLEY WATER provides)	\$1.00 per square feet, up to \$1,000 per residential and \$10,000 per commercial sites
Rain Barrel Rebate (this reimbursement will add to the rebate amount VALLEY WATER provides)	Up to \$35.00 per rain barrel. CITY reimbursement rates go into effect when VALLEY WATER's base rebate amount is exceeded, up to the cost of the item or up to the maximum allowable rebate, whichever is lower.
Cistern (this reimbursement will add to the rebate amount VALLEY WATER provides)	\$0.50 per gallon
Rain Garden (this reimbursement will add to the rebate amount VALLEY WATER provides)	\$1 per square foot, up to \$300 per site
Graywater Conversion Rebate (this reimbursement will add to the rebate amount VALLEY WATER provides)	\$200 per site
Water Efficient Technology (WET) Rebate for commercial/industrial/institutional (CII) customers (this reimbursement will add to the rebate amount VALLEY WATER provides)	Up to \$4 per CCF for the first 2,500 CCF saved annually for each completed Water Efficient Technology Program rebate, as per VALLEY WATER's Water Efficient Technology Program requirements. CITY shall pay no more than \$10,000 per recipient rebate. The CITY does not cost share this program if VALLEY WATER determines to rebate based on the cost of project equipment. VALLEY WATER shall determine the rebate amount based on the lesser of either the product of \$4 per CCF of water saved annually or cost of the equipment.

APPENDIX B **INSURANCE**

Each Party represents and warrants that, at its sole cost and expense it will maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from, or in connection with its (and its agents, representatives', employees' or contractors)' performance of the services and/or operations herein and the indemnity provisions of this AGREEMENT.

A. Types of Coverage and Minimum Limits

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per claim/ aggregate limit.
5. Cyber Liability Insurance \$1,000,000 per claim/aggregate limit.

B. Authority to Self-Insure

The requirements of this Appendix B may be satisfied by the provision of similar coverage through a self-insurance program and such self-insurance shall be certified in writing with an "Affidavit of Insurance" upon request by the other party.

C. Contractors

Each Party shall obtain separate evidence of insurance for each contractor/consultant.



NON-CONSULTANT AGREEMENT REVIEW AND APPROVAL

(PLEASE DO NOT USE FOR CONSULTANT AGREEMENTS)

FC 1413 (01-19-21)

Page 1 of 2

Instructions:

- **Step 1)** Route the non-consultant agreement/amendment to be signed by the Firm/Agency via DocuSign. Once signed, proceed to Step 2;
- **Step 2)** Complete the follow forms: 1a) FC 1413-Non-Route the Non-Consultant Agreement Review & Approval; and 1b) FC 1699-Agreement Approval Request (AAR). Once Forms are complete, proceed to Step 3;
- **Step 3)** Route the completed forms FC 1413 & FC 1699; and the non-consulting agreement/amendment (signed by the Firm/Agency) via DocuSign to be signed internally and fully executed and enacted. (For DocuSign Signature Routing, refer to Box 16. for routing order of recipients)
 - 3a) In DocuSign, the action for all recipients listed in Box 16 (1-9) is "Signer".
 - 3b) For adding the Agreement No. (Box 16-10a), in DocuSign, add another recipient after recipient No. 9, as "Agreement Enactment" and enter email agreementenactment@valleywater.org. The action is "Signer", then add a text box in DocuSign to the FC 1880 on the section designated for the Agreement No. (10b).
- **Step 4)** Draft the "Award Letter" from template located at: X:\Contracts Agreement Log and send the executed award letter with the executed non-consulting agreement/amendment (PDF copy) via email as directed below in Box 18.
 Note: If Agreement/Amendment is over \$225k, Board approval is required, refer to Form FC 1843. This FC 1413 Form cannot be used.

1. Agreement Title: Agreement Between the Santa Clara Valley Water District and the City of San José for Water Conservation Programs				2. Project Title: Agreement for Water Conservation Programs				
3. For Amendment to an existing Agreement, provide the Agreement No. TBD				4. Cost: \$143,721.22				
Select the applicable type of Agreement: <input checked="" type="checkbox"/> Cost Share <input type="checkbox"/> MOU <input type="checkbox"/> Water Transfer <input type="checkbox"/> Utility Relocation <input type="checkbox"/> Grant/Revenue* <input type="checkbox"/> Other: _____ * (For Safe Clean Water & Natural Flood Protection Grants & Partnerships Program, refer form FC 1880)								
5. Project Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Agreement Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		6. Agreement Term Date: 1/1/2022 to 12/31/2023		7. <input type="checkbox"/> COO or Equivalent <input checked="" type="checkbox"/> CEO Authorized <input type="checkbox"/> Board Authorized				
8. Second Party/Payee: City of San José				9. Attention: Michelle Mullane				
10. Address: San José Municipal Water System, City of SJ Environmental Offices, 3025 Tuers Rd, San Jose, CA 95121				11. Phone: (408) 794-6768				
12. Originator/Project Manager: Justin Burks			13. Extension: 2684		14. <input checked="" type="checkbox"/> Agreement Approval Request (FC 1699) <input type="checkbox"/> Original Signed Copies of Agreement Required <input type="checkbox"/> Other: _____			
15. CHARGE NUMBER							DISTRIBUTION PERCENT (4)	AMOUNT
LINE	BUDGET YEAR (4)	FUND (2)	ORG. (3)	ACCOUNT (4)	PROJECT/JOB NO. (8)	TASK (4)		
1	2022	61	445	6781	91151001			\$143,721.22
2	2022	61	445	4148	91151001			(\$143,721.22)
3								
4								
TOTAL								
16. ROUTE				INITIAL	DATE			
1) Unit Manager: Metra Richert					12/15/2021			
2) Assistant Officer: Kirsten Struve					12/15/2021			
3) Deputy Officer: Vincent Gin					12/15/2021			
4) General Accounting Unit: Jimmy Salandanan					12/15/2021	Adequate Funds: <input type="checkbox"/> Yes <input type="checkbox"/> No Revenue Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No		
5) Risk Management Administrator: David Cahen					12/15/2021	Insurance Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		

ROUTE VIA DOCUSIGN



NON-CONSULTANT AGREEMENT REVIEW AND APPROVAL

(PLEASE DO NOT USE FOR CONSULTANT AGREEMENTS)

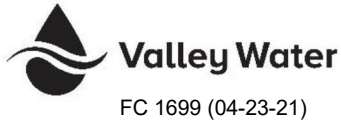
FC 1413 (01-19-21)

Page 2 of 2

Instructions:

- **Step 1)** Route the non-consultant agreement/amendment to be signed by the Firm/Agency via DocuSign. Once signed, proceed to Step 2;
- **Step 2)** Complete the follow forms: 1a) FC 1413-Non-Route the Non-Consultant Agreement Review & Approval; and 1b) FC 1699-Agreement Approval Request (AAR). Once Forms are complete, proceed to Step 3;
- **Step 3)** Route the completed forms FC 1413 & FC 1699; and the non-consulting agreement/amendment (signed by the Firm/Agency) via DocuSign to be signed internally and fully executed and enacted. (For DocuSign Signature Routing, refer to Box 16. for routing order of recipients)
 - 3a) In DocuSign, the action for all recipients listed in Box 16 (1-9) is "Signer".
 - 3b) For adding the Agreement No. (Box 16-10a), in DocuSign, add another recipient after recipient No. 9, as "Agreement Enactment" and enter email agreementenactment@valleywater.org. The action is "Signer", then add a text box in DocuSign to the FC 1880 on the section designated for the Agreement No. (10b).
- **Step 4)** Draft the "Award Letter" from template located at: X:\Contracts Agreement Log and send the executed award letter with the executed non-consulting agreement/amendment (PDF copy) via email as directed below in Box 18.
 Note: If Agreement/Amendment is over \$225k, Board approval is required, refer to Form FC 1843. This FC 1413 Form cannot be used.

6) General Counsel: Joseph D. Aranda		12/20/2021	
7) Chief Operating Officer: Aaron Baker		12/22/2021	
8) Assistant Chief Executive Officer: Melanie Richardson		12/22/2021	
9) Chief Executive Officer: Rick L. Callender, Esq		12/27/2021	
10) Include the following email in the DocuSign routing: 10a) Assign Agreement No: agreementenactment@valleywater.org	10b) Assign Agreement No.: _____		
<i>(Note: Executed non-consulting agreements/amendments are saved to: X:\Contracts Agreement Log)</i>			
17.	<input type="checkbox"/> Board Authorized - Date, if applicable: _____ <input type="checkbox"/> Agenda Item Attached – Agenda Item No., if applicable: _____		
18.	Executed Non-Consulting Agreement/Amendment to be provided via DocuSign to: (A) Second Party (B) Originator/Project Manager (C) Accounting		



Project Manager: Justin Burks
Extension: 2684
Date: 12/10/2021

AGREEMENT APPROVAL REQUEST

CAS FILE NO.:

CONTRACT NAME:

Agreement Between the Santa Clara Valley Water District and the City of San José for Water Conservation Programs

RECOMMENDATION:

Recommend that the CEO approve and execute the Agreement Between the Santa Clara Valley Water District (Valley Water; District) and the City of San José for Water Conservation Programs, for a term of January 1, 2022 to December 31, 2023.

EL-5 COMPLIANCE:

Board Policy EL-5.1 (adopted 12/10/19) states that, "Further, a BAO shall not make a single purchase, contract, 3rd party claim settlement of liability, or any other financial commitment in amounts greater than the following, unless authorized by the Board...5.1.3. - For any other services, supplies and equipment, and other financial commitments—The amount specified in the Board-approved budget."

Board Policy EL-5.3 (adopted 12/10/19) states that, "Further, A BAO shall not make a single purchase, contract, or any other financial commitment without a competitive procurement process, unless authorized by the Board or one of the following exemptions is applicable...5.3.2. - Financial commitments resulting from an agreement with a governmental agency or regulated utility, including revenue and cost sharing agreements as well as grant matching fund commitments. This exemption does not apply to grant applications or agreements whereby the District receives federal funds."

Valley Water's Fiscal Year 2022 budget contains funding to satisfy Valley Water's financial commitment under this Agreement. Additionally, this Agreement is a financial commitment with another government agency.

CEQA COMPLIANCE:

Staff has reviewed the Agreement between Valley Water and the City of San José for Water Conservation Programs and found that its activities are within the scope of the NOEs for the Landscape Rebate Program Project and the Graywater Rebate Program and Rainwater Capture Rebates Project, and no major disturbance to the environment is anticipated. The recommended action still complies with Sections 15301 and 15304 of CEQA. None of the exceptions to the CEQA exemptions will apply. Therefore, Valley Water may rely on the NOEs for the Landscape Rebate Program Project, the Graywater Rebate Program, and the Rainwater Capture Rebates Project to implement the recommended action. Additionally, the Commercial and Facility Rebate Program does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect change in the physical environment.

SUMMARY:

This Agreement is with the City of San José to cost share on water conservation programs for the term of January 1, 2022 to December 31, 2023. Valley Water will reimburse the City of San José up to \$143,721.22 for their Home Water Use Reports Program. The City of San José will reimburse Valley

Contract Name: Agreement Between the Santa Clara Valley Water District and the City of San José for Water Conservation Programs

Water up to \$143,721.22 for the Landscape Conversion, Rain Barrel and Cistern, Rain Garden, Graywater Conversion, and the Water Efficient Technology (WET) Rebate Programs (as listed in Appendix A of this agreement).

These programs will help Valley Water meet its long-term water conservation targets specified in the 2020 Urban Water Management Plan, the 2017 Central Valley Project Improvement Act Water Management Plan, the Water Supply Master Plan 2040, and the 2021 Water Conservation Strategic Plan. By partnering together, Valley Water and the City of San José can combine resources and implement the programs more cost-effectively than would be possible without a cost-sharing partner.

FINANCIAL IMPACT:

This Agreement is with the City of San José to cost share on water conservation programs. Valley Water will reimburse the City of San José up to \$143,721.22 for their Home Water Use Reports Program. The City of San José will reimburse Valley Water up to \$143,721.22 for the Landscape Conversion, Rain Barrel and Cistern, Rain Garden, Graywater Conversion, and the Water Efficient Technology (WET) Rebate Programs (as listed in Appendix A of this agreement). The term of the agreement is from January 1, 2022 to December 31, 2023, or until funds are depleted, whichever comes first. There are sufficient funds available in the Fiscal Year 2022 Water Enterprise Operations Budget to encumber these funds.

ATTACHMENTS:

Yellow Folder

1. Routing Form
2. Agreement between Valley Water and the City of San Jose for Water Conservation Programs
3. Bay Area Water Supply and Conservation Agency Participation Agreement

APPROVALS:

DocuSigned by:

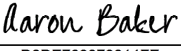
 2C1794AF9FC8477...
 Metra Richert
 Unit Manager
 Water Supply Planning and
 Conservation Unit

12/15/2021
 Date

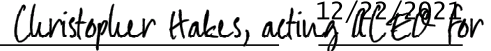
DocuSigned by:

 DCA79BBB04654F1...
 Vincent Gin, P.E.
 Deputy Administrative Officer
 Water Utility Enterprise


12/15/2021
 Date

DocuSigned by:

 D2DE768878814FE...
 Aaron Baker, P.E.
 Chief Operating Officer
 Water Utility Enterprise

12/22/2021
 Date

DocuSigned by:

 74152997C27E466...
 Christopher Hakes, acting CEO for
 Melanie Richardson, P.E.
 Assistant Chief Executive Officer

12/22/2021
 Date

DocuSigned by:

 494EFB72AD8C4F9...
 Rick L. Callender, Esq.
 Chief Executive Officer

12/27/2021
 Date