

**SECOND AMENDMENT TO MASTER AGREEMENT
BY AND BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND
THE CITY OF SAN JOSE RELATING TO VALLEY WATER'S PAYMENT FOR CITY'S
SUPPORT SERVICES TO VALLEY WATER'S PURIFIED WATER PROGRAM**

THIS SECOND AMENDMENT TO THE MASTER AGREEMENT ("Second Amendment") is entered this 14 day of 1/2022 2022, by and between the CITY OF SAN JOSE ("City"), a California municipal corporation, and the Santa Clara Valley Water District ("Valley Water"), an independent special district of the State of California (City and Valley Water are sometime hereinafter referred to collectively as the "Parties").

RECITALS

WHEREAS, on January 27, 2022, the Parties entered into that certain master agreement by and between the Parties relating to Valley Water's payment for the City's support services to Valley Water's Purified Water Program ("Agreement");

WHEREAS, the Parties executed that first amendment to the Agreement, dated August 1, 2022, to extend the Agreement expiration date from July 1, 2022 to July 1, 2023;

WHEREAS, the Parties desire to further amend the Agreement to ensure the term of the Agreement is consistently reflected throughout the Agreement; and

WHEREAS, the Parties also desire to revise Exhibit C.1, Schedule of Charges, to reflect the City's Fiscal Year 2023 rates;

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

SECTION 1. Exhibit B of the Agreement shall be deleted in its entirety and amended as follows:

"All work under this Agreement shall be completed on or before July 1, 2023. Work shall be initiated on an as-needed basis at the request of Valley Water, and work shall be performed pursuant to details defined in each specific Service Order, as set forth in EXHIBIT A of this Agreement."

SECTION 2. Exhibit C.1 of the Agreement is deleted in its entirety and replaced with the Revised Exhibit C.1, attached to this Second Amendment.

SECTION 3. Except as expressly provided herein this Second Amendment, this Second Amendment shall not alter, amend, or otherwise modify the terms and provision of the Agreement, as amended. If there is a conflict between the Agreement, as amended, and this Second Amendment, this Second Amendment shall govern.

SECTION 4. The terms and provisions of this Second Amendment, together with the Agreement, as amended, shall constitute all of the terms and provision to which the Parties have agreed with respect to the Agreement, as amended, and there are no other terms and provisions, oral or written, that apply to the Agreement, as amended, other than as set forth herein this Second Amendment and the Agreement, as amended.

SECTION 5. The Parties agree that California law governs this Second Amendment. In the performance of this Second Amendment each Party will comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and applicable local government.

SECTION 6. In the event that suit is brought by any Party to this Second Amendment, the Parties agree that venue will be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern Valley Water of California, San Jose, California.

SECTION 7. This Second Amendment may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed to be an original, and all of which, taken together, will be deemed to be one and the same instrument. Unless otherwise prohibited by law or policy of City or Valley Water, 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 City.

SECTION 8. If a court of competent jurisdiction holds any provision of this Second Amendment to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Second Amendment would be defeated by the loss of the illegal, unenforceable, or invalid provision.

[Signatures to follow on the next page.]
[The remainder of this page is intentionally blank.]

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM FOR CITY:

CITY OF SAN JOSE

DocuSigned by:

Matthew Tolnay

MATTHEW TOLNAY
Deputy City Attorney

Date 12/6/2022

DocuSigned by:

Sarah Zarate

SARAH ZARATE
Director
Office of Administration, Policy, and
Intergovernmental Relations

Date 12/12/2022

APPROVED AS TO FORM FOR
VALLEY WATER:

SANTA CLARA VALLEY WATER DISTRICT

DocuSigned by:

Anthony Fulcher

ANTHONY FULCHER
Sr. Assistant District Counsel

Date 12/22/2022

DocuSigned by:

Rick Callender

RICK L. CALLENDER, ESQ
Chief Executive Officer

Date 1/14/2023

REVISED EXHIBIT C.1
SCHEDULE OF CHARGES

The following City staff positions are anticipated to be necessary to provide support services under this Agreement. Additional or alternative positions may be necessary once the Parties confirm the scope of each Service Order. The rates may be subject to change following each new fiscal year beginning July 1 and ending June 30.

Position	Job Code	Rate (FY23)
Assistant City Manager	1688	\$ 378.28
Deputy City Manager	1686	\$ 344.99
Department Director	1696	\$ 303.75
Assistant Director	8048	\$ 266.36
Deputy Director	1640	\$ 233.95
Division Manager	8074	\$ 204.18
Administrative Officer	1646	\$ 175.34
Debt Administrator	1228	\$ 134.88
Financial Analyst	1288	\$ 181.37
Chief Deputy City Attorney	2138	\$ 293.52
Senior Deputy City Attorney IV	2171	\$ 245.75
Senior Deputy City Attorney III	2137	\$ 220.40
Senior Analyst	1654	\$ 134.88
Analyst II	1632	\$ 116.99
Environmental Services Program Manager	8073	\$ 160.82
Supervising Environmental Services Specialist	8204	\$ 140.53
Environmental Services Specialist	8202	\$ 115.97
Principal Engineer	3820	\$ 204.18
Senior Engineer	3815	\$ 180.89
Associate Engineer	3814	\$ 158.53
Wastewater Operations Superintendent II (water systems)	3647	\$ 155.18
Wastewater Operations Foreperson II (water systems)	3633	\$ 132.33
Wastewater Operator III (Water Systems Operator III)	3639	\$ 117.49
Senior Office Specialist	1135	\$ 81.39