

**SIXTH AMENDMENT TO
COST SHARING AGREEMENT
#A4008Sc BETWEEN THE
SANTA CLARA VALLEY WATER DISTRICT
AND THE CITY OF CUPERTINO
FOR WATER CONSERVATION PROGRAMS**

This Sixth Amendment ("Sixth Amendment") between the Santa Clara Valley Water District ("VALLEY WATER") and the City of Cupertino ("CUPERTINO") amends the Agreement No. A4008Sc, enacted on July 1, 2016 (the "Agreement"), between the Santa Clara Valley Water District and the City of Cupertino, First Amendment dated May 3, 2017, Second Amendment dated June 1, 2018, Third Amendment dated May 14, 2019, Fourth Amendment dated June 22, 2020, and Fifth Amendment dated May 25, 2021 for Water Conservation Programs (collectively, hereinafter referred to as the "Agreement"). VALLEY WATER and CUPERTINO may individually be referred to as the Party or collectively the Parties. This Sixth Amendment is effective once fully executed by the Parties ("Sixth Amendment Effective Date").

RECITALS

WHEREAS, Under the terms of the Agreement, CUPERTINO agreed to supplement VALLEY WATER's Landscape Rebate Program and Graywater Rebate Program rebates granted to persons residing in the City of Cupertino; and

WHEREAS, CUPERTINO and VALLEY WATER desire to extend the term of the Agreement from June 30, 2023 to the earlier of June 30, 2024, or when funds under this Agreement are depleted, whichever occurs first; and

WHEREAS, CUPERTINO and VALLEY WATER desire that CUPERTINO increase its payment obligation under the Agreement by \$165,000, from \$230,500 to \$395,500.

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

1. In the Agreement, Section 2. c), is amended to state as follows:

"CUPERTINO's total cost to VALLEY WATER for the Landscape Conversion Program and Graywater Rebate Program shall not exceed \$370,500. CUPERTINO's total cost to VALLEY WATER for the Rainwater Capture Program shall not exceed \$25,000. CUPERTINO's total obligation to pay for the PROGRAMS is capped at a total maximum of \$395,500."
2. In the Agreement, Section 5, is amended to state as follows, "The term of the Agreement is from July 1, 2016 to June 30, 2024, or until funds are depleted, whichever occurs first. The term of the MOU may be extended by mutual consent of the Parties. This MOU shall be contingent upon approval of program funding each fiscal year by both VALLEY WATER'S Chief Executive Officer and by CUPERTINO."
3. All of the terms and conditions of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment not otherwise modified by this Sixth Amendment shall remain in full force and effect.

IN WITNESS THE EXECUTION HEREOF the parties agree that this Sixth Amendment shall be effective as of the Sixth Amendment Effective Date defined above and have set forth below their consent to the terms and conditions of this Sixth Amendment through the signatures of their duly authorized representatives.

**SANTA CLARA VALLEY WATER DISTRICT
A Special District created by the California Legislature**

By: _____
Rick L. Callender Esq.
Chief Executive Officer

Date: _____

CITY OF CUPERTINO

Approved as to form:

By: _____

Christopher Jensen
City Attorney
City of Cupertino

By: _____

Pamela Wu
City Manager
City of Cupertino

Date: _____

Attest:

Kirsten Squarcia

City Clerk

Date: _____