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AGMT: A40085 **FILE:** N/A

MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF CUPERTINO FOR A LANDSCAPE CONVERSION REBATE PROGRAM

This MEMORANDUM OF UNDERSTANDING (MOU) between the Santa Clara Valley Water District, an Independent special district created by the California Legislature (hereinafter referred to as WATER DISTRICT) and the City of Cupertino (hereinafter referred to as CUPERTINO) sets forth the respective roles of the WATER DISTRICT and CUPERTINO in regard to the WATER DISTRICT'S WATER CONSERVATION LANDSCAPE CONVERSION REBATE PROGRAM (hereinafter referred to as PROGRAM) is made and entered into this July 1, 2016.

RECITALS

WHEREAS the PROGRAM involves providing Water Conservation Landscape Conversion Rebates for properties located within CUPERTINO's jurisdiction; and

WHEREAS the PROGRAM includes the Landscape Conversion Rebate Program for Water Efficient Landscape Conversions; and

WHEREAS the PROGRAM is an appropriate measure for the Best Management Practices addressed in the California Urban Water Conservation Council's MOU regarding Urban Water Conservation in California; and

WHEREAS the WATER DISTRICT has established the PROGRAM, in part, to provide financial incentive to remove existing turf lawns; and

WHEREAS CUPERTINO wishes to participate in the PROGRAM and provide additional incentives for Cupertino residents to remove existing lawns.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties expressed in this MOU, WATER DISTRICT and CUPERTINO agree as follows:

1. WATER DISTRICT'S RESPONSIBILITIES

a) Administration of the PROGRAM, which administration shall include the creation of the PROGRAM brochures and applications.

b) Collection and analysis of data to determine water savings.

c) Administration of all PROGRAM funds including, but not limited to:

- Processing the payment of the amounts set forth in 2.b. below, to eligible persons residing in CUPERTINO ("ELIGIBLE RESIDENTS). Payment of standard PROGRAM amounts to ELIGIBLE RESIDENTS within 8-12 weeks of receipt of CUPERTINO residential applicant's request.

d) Invoicing CUPERTINO, on a quarterly basis.

e) Work cooperatively with CUPERTINO in appropriately advertising the PROGRAM to targeted customers.

2. CUPERTINO'S RESPONSIBILITIES

a) Work cooperatively with WATER DISTRICT in appropriately advertising the PROGRAM to the targeted customers.

b) CUPERTINO must pay WATER DISTRICT as set forth below for each activity performed by the WATER DISTRICT in the CUPERTINO service area:

- Up to $1.00 per each square foot of turf removed per qualified residential and for commercial rebate, up to $1,000 per residential and up to $10,000 per commercial site, as per the District's Landscape Rebate Program requirements.

c) CUPERTINO's obligation to pay for the PROGRAM activities is capped at a total maximum of $115,000.

d) Make payment to WATER DISTRICT within 60 days of receipt of Invoice from WATER DISTRICT.

3. HOLD HARMLESS AND LIABILITY

Each Party ("Indemnifying Party") agrees to indemnify, defend at its own expense, including attorneys' fees, and hold harmless the other Party ("Indemnified Party") from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or

related to the negligence, or willful misconduct of that Indemnifying Party, its officers or employees, or any other agent acting pursuant to this MOU.

4. DOCUMENT REVIEW

WATER DISTRICT and CUPERTINO will, upon reasonable advance written notice, make available for inspection to the other party records, books and other documents relating to the PROGRAMS.

5. TERM

The term of the MOU is from July 1, 2016 to December 31, 2017, 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 the WATER DISTRICT'S Chief Executive Officer and by CUPERTINO.

6. NOTICE

Any notice, payment, credit or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended; or on the same day as a facsimile transmission is sent as long as original is placed in the mail on the same day.

If to WATER DISTRICT:
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Attn: Conservation Programs

If to CUPERTINO:
Public Works Department
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attn: Roger Lee

Either party may change such address by notice given to the other party as provided in this Section 6.

7. AMENDMENTS

The MOU may only be amended by written agreement executed by both parties.

8. ASSIGNMENT

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

9. SEVERABILITY

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

10. GOVERNING LAW

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

11. TERMINATION OF AGREEMENT

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

12. SIGNATURES

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entitles.

In WITNESS WHEREOF, the parties have executed this MOU as of the effective date.

APPROVED AS TO FORM:

Randolph Hom
City Attorney
City of Cupertino

David Brandt
City Manager
City of Cupertino

SANTA CLARA VALLEY WATER DISTRICT
An independent special district created by the California Legislature

Anthony Fulcher
Sr. Assistant District Counsel
Santa Clara Valley Water District

Norma J. Camacho
Interim Chief Executive Officer
Santa Clara Valley Water District

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Contract Administration Unit
AGMT: A4008Sa FILE: n/a

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING #A4008s BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF CUPERTINO FOR A LANDSCAPE CONVERSION REBATE PROGRAM

This First Amendment ("First Amendment") to Memorandum of Understanding A4008s ("MOU") between the Santa Clara Valley Water District ("WATER DISTRICT") and the City of Cupertino ("CUPERTINO"), originally entered into on or about July 1, 2016, is effective as of May 3, 2017 ("First Amendment Effective Date").

RECITALS

WHEREAS, Under the terms of the MOU, CUPERTINO agreed to supplement WATER DISTRICT's Landscape Conversion Program rebates granted to persons residing in the City of Cupertino ("MOU"); and

WHEREAS, In addition to supplementing the WATER DISTRICT's Landscape Conversion Program rebates, CUPERTINO also desires to supplement the WATER DISTRICT's Graywater Laundry to Landscape rebates granted to persons residing in the City of Cupertino; and

WHEREAS, CUPERTINO and WATER DISTRICT desire to extend the term of the MOU from December 31, 2017 to the earlier of June 30, 2018, or when funds committed by CUPERTINO under this MOU are expended; and

WHEREAS, CUPERTINO and WATER DISTRICT desire that CUPERTINO increase its payment obligation under the MOU from $115,000 to $120,000.

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

1. Delete the title of the MOU and replace with the following title:

   "Memorandum of Understanding between the Santa Clara Valley Water District and the City of Cupertino for Water Conservation Landscape Conversion and Graywater Laundry to Landscape Programs"

2. In the MOU, delete the first paragraph, and replace with the following:

   "This MEMORANDUM OF UNDERSTANDING (MOU) between the Santa Clara Valley Water District, an Independent special district created by the California Legislature (hereinafter referred to as "WATER DISTRICT") and the City of Cupertino (hereinafter referred to as "CUPERTINO") is effective as of July 1, 2016 and sets forth the respective roles of the WATER DISTRICT and CUPERTINO in regard to the WATER DISTRICT'S LANDSCAPE CONVERSION REBATE PROGRAM AND GRAYWATER LAUNDRY REBATE PROGRAM (hereinafter collectively referred to as the "PROGRAMS")."

3. Delete all of the Recitals in the MOU, replace them with the following Recitals:

   "WHEREAS, the PROGRAMS involve providing Water Conservation Landscape Conversion Rebates and Graywater Laundry to Landscape Rebates for properties located within CUPERTINO's jurisdiction; and

   WHEREAS, the PROGRAMS are appropriate measures for the Best Management Practices addressed in the California Urban Water Conservation Council's MOU regarding Urban Water Conservation in California; and

WHEREAS, the WATER DISTRICT has established the PROGRAMS, in part, to provide financial incentive to remove existing turf lawns and to reuse graywater from clothes washers on landscape; and

WHEREAS, CUPERTINO wishes to participate in the PROGRAMS by providing additional financial incentives to Cupertino residents receiving grants from the PROGRAMS."

4. In the MOU, under Section 1, a), c) and e), replace each reference to "PROGRAM" with "PROGRAMS".

5. In the MOU, under Section 2, a) and c), replace each reference to "PROGRAM" with "PROGRAMS".

6. In the MOU, under Section 2, b), add an additional bullet which reads:
   - Up to $200 for each completed, qualifying Graywater Laundry to Landscape system installed and eligible for a WATER DISTRICT rebate per the GRAYWATER LAUNDRY REBATE PROGRAM.

7. In the MOU, Section 2, c), delete the sentence in its entirety and replace with "CUPERTINO's obligation to pay for the PROGRAMS is capped at a total maximum of $120,000."

8. In the MOU, Section 5, delete the first sentence in its entirety and replace it with, "The Term of the MOU commences on July 1, 2016 and expires on June 30, 2018, or until funds are depleted, whichever occurs first."

All of the terms and conditions of the MOU not modified by this First Amendment shall remain in full force and effect.

IN WITNESS THE EXECUTION HEREOF the parties agree that this First Amendment shall be effective as of the First Amendment Effective Date set forth above.

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

Approved as to form:

By: Anthony Fulcher
Anthony Fulcher
Senior Assistant District Counsel

By: _____
Norma J. Camacho
Interim Chief Executive Officer

CITY OF CUPERTINO

Approved as to form:

By: _____
Randolph Hom
City Attorney
City of Cupertino

By: _____
David Brandt
City Manager
City of Cupertino

Attest: Grace Schmidt 5-15-17
Grace Schmidt
City Clerk
City of Cupertino

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AGMT: A4008Sb FILE: N/A

SECOND AMENDMENT TO COST SHARING AGREEMENT #A4008s BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE CITY OF CUPERTINO FOR A LANDSCAPE CONVERSION REBATE PROGRAM AND GRAYWATER LAUNDRY TO LANDSCAPE PROGRAMS

This Second Amendment ("Second Amendment") between the Santa Clara Valley Water District ("WATER DISTRICT") and the City of Cupertino ("CUPERTINO") amends the July 1, 2016 Memorandum of Understanding No. A4008s (hereinafter referred to as the "Agreement"). This Second Amendment is effective as of 6/1, 2018 ("Second Amendment Effective Date").

RECITALS

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

WHEREAS, CUPERTINO and WATER DISTRICT desire to extend the term of the Agreement from July 1, 2018 to the earlier of June 30, 2019, or when funds committed by CUPERTINO under this Agreement are expended;

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

1. Each reference to "Memorandum of Understanding" or "MOU" is deleted and replaced with "Agreement".

2. In the Agreement, Section 5, delete the first sentence in its entirety and replace it with, "The term of the Agreement commences on July 1, 2016 and expires on June 30, 2019, or until funds are depleted, whichever occurs first."

All of the terms and conditions of the Agreement not modified by this Second Amendment shall remain in full force and effect.

IN WITNESS THE EXECUTION HEREOF the parties agree that this Second Amendment shall be effective as of the Second Amendment Effective Date set forth above.

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

Approved as to form:

By: Anthony Fulcher
Anthony Fulcher
Senior Assistant District Counsel

By: Norma J. Camacho
Norma J. Camacho
Chief Executive Officer

CITY OF CUPERTINO

Approved as to form:

By: Rocio Fierro
Rocio Fierro
Acting City Attorney
City of Cupertino

By: David Brandt
David Brandt
City Manager
City of Cupertino

THIRD AMENDMENT TO
AGREEMENT
BETWEEN THE
SANTA CLARA VALLEY WATER DISTRICT
AND THE CITY OF CUPERTINO
FOR WATER CONSERVATION LANDSCAPE CONVERSION
AND GRAYWATER LAUNDRY TO LANDSCAPE PROGRAMS

This Third Amendment ("Third Amendment") between the Santa Clara Valley Water District ("VALLEY WATER") and the City of Cupertino ("CUPERTINO") amends the Agreement Between the Santa Clara Valley Water District and the City of Cupertino (A4008s) dated July 1, 2016, First Amendment dated May 3, 2017, and Second Amendment dated June 1, 2018 (collectively, hereinafter referred to as the "Agreement"). This Third Amendment is effective as of May 14, 2019 ("Third Amendment Effective Date").

RECITALS

WHEREAS, Under the terms of the Agreement, CUPERTINO agreed to supplement VALLEY WATER's Landscape Conversion 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 July 1, 2019 to the earlier of June 30, 2020, or when funds committed by CUPERTINO under this Agreement are expended;

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

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

   "b) CUPERTINO must pay WATER DISTRICT as set forth below for each activity performed by the WATER DISTRICT in the CUPERTINO service area:
   1) For the Landscape Rebate Program, a program maximum of up to $1,000 per residential and $10,000 per commercial site, as per the Landscape Rebate Program requirements:
      a. Turf Removal rebate: up to $1.00 per each square foot of turf removed per qualified residential and commercial rebate;
      b. Rain garden rebate: match $1 per square foot of roof area for a maximum of $300 per site;
      c. Rain barrel rebate: match up to $35 per rain barrel;
      d. Cistern rebate: match $0.50 per gallon.
   2) For the Graywater Rebate Program:
      a. Up to $200 for each completed, qualifying Graywater Laundry to Landscape system installed and eligible for a Valley Water rebate per the Graywater Rebate Program."

2. In the Agreement, Section 5, delete the first sentence in its entirety and replace it with, "The term of the Agreement commences on July 1, 2016 and expires on June 30, 2020, or until funds are depleted, whichever occurs first."

All other terms and conditions of the Agreement, First Amendment, and Second Amendment not otherwise modified by this Third Amendment shall remain in full force and effect.

IN WITNESS THE EXECUTION HEREOF the parties agree that this Third Amendment shall be effective as of the Third Amendment Effective Date set forth above.

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

Approved as to form:

By: Joseph D. Aranda
Joseph D. Aranda
Assistant District Counsel

By: Norma J. Camacho
Norma J. Camacho
Chief Executive Officer

CITY OF CUPERTINO

Approved as to form:

By: _____
Heather Minner
City Attorney
City of Cupertino

By: _____
Deborah Feng
City Manager
City of Cupertino

1114175.1

Attest:

_____ 7-16-19
Grace Schmidt
City Clerk

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

This Fourth Amendment ("Fourth 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, and Third Amendment dated May 14, 2019 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 Fourth Amendment is effective once fully executed by the Parties ("Fourth 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, 2020 to the earlier of June 30, 2021, or when funds under this Agreement are depleted, whichever occurs first;

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

1. In the Agreement, Section 5, delete the first sentence in its entirety and replace it with, "The term of the Agreement is from July 1, 2016 to June 30, 2021, or until funds are depleted, whichever occurs first."

2. Add Section 13 to state as follows:

   "13. COMPLIANCE WITH LAWS.

   VALLEY WATER and CUPERTINO agree to perform their responsibilities under this Agreement in compliance with all applicable local, state, and federal laws. VALLEY WATER agrees to carry out its responsibilities under this Agreement in compliance with CUPERTINO's SHELTER IN PLACE AND SOCIAL DISTANCING REQUIREMENTS, attached hereto as Exhibit A-A and incorporated herein."

3. All of the terms and conditions of the Agreement, First Amendment, Second Amendment, and Third Amendment not otherwise modified by this Fourth Amendment shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

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

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

Approved as to form:

By: Joseph D. Aranda
Joseph D. Aranda
Assistant District Counsel

By: DocuSigned by: Norma J Camacho
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Norma J. Camacho
Chief Executive Officer

Date: 6/19/2020

CITY OF CUPERTINO
Approved as to form:

By: Heather M. Minner
Heather Minner
City Attorney
City of Cupertino

By: Deborah L. Feng
Deborah Feng
City Manager
City of Cupertino

Date: Jun 22, 2020

Attest:
Kirsten Squarcia
Kirsten Squarcia
City Clerk

Date: Jun 22, 2020

Exhibit A-A – SHELTER IN PLACE AND SOCIAL DISTANCING REQUIREMENTS

A. Health Laws Acknowledged. It is acknowledged that VALLEY WATER'S duty to comply with Laws, as defined in Section 13 of the Contract/Agreement ("Contract"), includes immediate compliance by VALLEY WATER and its contractors with the restrictions on travel and the Social Distancing Requirements set forth in the most recent health order issued by the County of Santa Clara Health Department in response to the COVID-19 pandemic, and any subsequent amendments or superseding orders thereto (the "Health Order"), and any other local, state, or federal laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws").

B. Health Order Compliance. VALLEY WATER shall comply with any restrictions on travel and social distancing requirements in the Health Order when performing work under this Contract. If a scope of work item, notice to proceed, or work order under this Contract specifies work that cannot be performed in compliance with the Health Order or other Health Laws, VALLEY WATER shall refrain from conducting the work and immediately inform CUPERTINO.

C. Individuals at High Risk of Severe Illness. Nothing in this Contract shall be interpreted to require any person at high risk of severe illness from COVID-19 to leave their residence to perform work under the Contract. VALLEY WATER will inform CUPERTINO if other arrangements for the work must be made, and CUPERTINO will do so, with no penalty to VALLEY WATER, although VALLEY WATER will not be compensated for work performed by CUPERTINO or third parties. Information from the Center for Disease Control ("CDC") on "high risk" categories is available at the CDC's website at: https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/people-at-higher-risk.html.

D. Health Order Requirements and Best Practices. VALLEY WATER will immediately undertake all appropriate measures to ensure compliance with the Social Distancing Requirements in the Health Order by all individuals performing work under this Contract, including VALLEY WATER'S or any contractor's workers, employees, representatives, vendors, or suppliers (collectively, "workers"), and shall maintain these measures for as long as required by the Health Order or other Health Laws. As long as required by the operative Health Order or other Health Laws, these measures shall include, but are not limited to, the following:

> **1. Meetings/Site Access.** Use electronic alternatives to in person meetings, e.g., conference calls, video-conferencing, etc., to the greatest extent possible. Limit access to any project site or any work area to workers who are necessary to perform in-person work. Require non-essential personnel to work from home to the extent possible. Avoid all non-essential travel.
>
> **2. Distancing.** Where workers perform in-person work at a project site or a work area, prohibit workers from being less than six feet apart, unless and only to the extent that would compromise worker safety or violate safety Laws for specific operations. Prohibit handshaking or any physical contact among workers, with the sole and limited exception

of any physical contact required for worker safety or to comply with safety Laws. Prohibit workers from sharing a vehicle.

E. Changed Requirements. It is understood and acknowledged that circumstances pertaining to the COVID-19 pandemic are evolving rapidly and that new local, state, or federal requirements may modify the requirements under this Exhibit. VALLEY WATER agrees to work cooperatively with CUPERTINO to implement new or changed requirements as quickly as possible.

F. Subcontracts. VALLEY WATER shall include the terms of this Exhibit in all contracts related to this Contract and require any agents, contractors, or consultants to comply with its provisions.

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

This Fifth Amendment ("Fifth Amendment") between the Santa Clara Valley Water District ("VALLEY WATER") and the City of Cupertino ("CUPERTINO") amends the Agreement No. A4008Sc, entered on July 1, 2016 (the "Agreement"), between VALLEY WATER and CUPERTINO; First Amendment dated May 3, 2017; Second Amendment dated June 1, 2018; Third Amendment dated May 14, 2019; and Fourth Amendment dated June 22, 2020 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 Fifth Amendment is effective on the last date signed below ("Fifth 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, 2021 to the earlier of June 30, 2023, 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 from $120,000 to $230,500.

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

1. Each reference to "WATER DISTRICT" is deleted and replaced with "VALLEY WATER".

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

   "b) CUPERTINO must pay VALLEY WATER as set forth below for each activity performed by VALLEY WATER in the CUPERTINO service area:
   1) For commercial and large multi-family sites, a Landscape Rebate Program maximum of up to $10,000 per commercial site for the Landscape Conversion Program and the Rainwater Capture Program, as per VALLEY WATER'S program requirements:
      a. For the Landscape Conversion Program, provide up to $1.00 per each square foot of turf removed per qualified commercial and large multi-family rebate;
      b. For the Rainwater Capture Program:
         i. Rain garden rebate: match $1 per square foot of roof area for a maximum of $300 per site;
         ii. Rain barrel rebate: match up to $35 per rain barrel;
         iii. Cistern rebate: match $0.50 per gallon.
   2) For single-family and small multi-family sites, provide up to $1,000 per site for the Rainwater Capture Program, as per VALLEY WATER'S program requirements:
      a. Rain garden rebate: match $1 per square foot of roof area for a maximum of $300 per site;
      b. Rain barrel rebate: match up to $35 per rain barrel;
      c. Cistern rebate: match $0.50 per gallon.
   3) For single-family and small multi-family sites, provide up to $1 per each square foot of turf removed per qualified residential rebate, up to $1,000 per residential site, as per VALLEY WATER's program requirements.
   4) For the Graywater Rebate Program, provide up to $200 for each completed, qualifying Graywater Laundry to Landscape system installed and eligible for a VALLEY WATER rebate per the Graywater Rebate Program."

3. 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 $205,500. 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 $230,500."

4. In the Agreement, Section 5, is amended to state as follows:

   "The term of the Agreement is from July 1, 2016 to June 30, 2023, 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."

5. All of the terms and conditions of the Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment not otherwise modified by this Fifth Amendment shall remain in full force and effect.

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

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

Approved as to form:

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

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

Date: 5/17/2021

CITY OF CUPERTINO

Approved as to form:

DocuSigned by:
By: Heather Minner
Heather Minner
City Attorney
City of Cupertino

DocuSigned by:
By: Deborah Feng
Deborah Feng
City Manager
City of Cupertino

Date: 5/25/2021

Attest:

DocuSigned by:
Kirsten Squarcia
Kirsten Squarcia
City Clerk

Date: 5/25/2021

1363155.1