

SECOND AMENDMENT

AGREEMENT NO. C06-207

FY 2015-2025

WESTERN MUNICIPAL WATER DISTRICT
WATER CONSERVATION FUNDING AGREEMENT

BETWEEN

WESTERN MUNICIPAL WATER DISTRICT

AND

RIVERSIDE PUBLIC UTILITIES

There is now in effect a Water Conservation Funding Agreement between Western Municipal Water District ("Western") and Riverside Public Utilities ("Participant") which was entered into as of July 1, 2006 ("Master Agreement").

Recitals

- A. Participant elected to participate in the Metropolitan Water District of Southern California Conservation Credits Program ("Program") by and through Western. Under the Program, the Metropolitan Water District of Southern California ("Metropolitan") assists member agencies in conserving water supplies by establishing funding for a number of water conservation items. Western, as a Metropolitan Member Agency, elected to participate in the Program to replace non-conserving items within its service area by way of that certain Water Conservation Funding Agreement between Metropolitan and Western dated July 1, 2006.
- B. The purpose of the Master Agreement is to provide for water conservation funding for the Participant's Water Conservation Programs. The Master Agreement provides for water conservation funding for the Participant's Water Conservation Programs and is comprised of Residential Programs (pursuant to "Metropolitan Agreement No. 75352") and Commercial, Industrial and Institutional Programs (pursuant to "Metropolitan Agreement No. 66664").
- C. Metropolitan's Board approved the Region-wide Residential Conservation Program ("Region-wide Program") which became effective July 10, 2007. As a Metropolitan Member Agency, Western elected to participate in the Region-wide Program pursuant to that certain First Amendment To The Water Conservation Funding Agreement between Metropolitan and Western dated July 1, 2008. Participant then elected to participate in the Region-wide Program, by and through Western, pursuant to the terms and conditions of that certain First Amendment, dated July 1, 2008, to the Master Agreement.

- D. Western and Metropolitan entered into that certain Second Amendment to the Metropolitan Agreement No. 75352, effective as of April 15, 2015, which provides for extension of the Term of Metropolitan Agreement No. 75352 through June 30, 2025. Western and Metropolitan also entered into that certain Second Amendment to the Metropolitan Agreement No. 66664, effective as of April 15, 2015, which provides for extension of the Term of Metropolitan Agreement No. 66664 through June 30, 2025.
- E. Western and Participant have been performing their respective duties under the Master Agreement, First Amendment to the Master Agreement, the Program, and the Region-wide Program from and after July 1, 2006, up to and including the date of this Second Amendment. As a result, the parties desire to enter into this Second Amendment in order to acknowledge and agree that the Master Agreement, as amended by the First Amendment, the Program and the Region-side Program are all in full force and effect. Due to the continued performance of the Master Agreement, First Amendment, Program and Region-wide Program by both parties, including from and after the effective dates of the extended Terms for Metropolitan Agreements Nos. 75352 and 66664, the parties also desire to document that the Term of the Master Agreement is hereby deemed to be extended through June 30, 2025.
- F. Sections 2.2 and 11.4 of the Master Agreement provide that the parties may extend the term of the Master Agreement by mutual written agreement.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the parties do agree as follows:

1. Section 1.1 of the Master Agreement is hereby deleted and replaced, in its entirety, as follows:
 - 1.1 Participant elects to participate in the Program to provide financial incentives for water efficient devices within its service area between the effective date of this Agreement and June 30, 2025 (Project).
2. Section 2.1 of the Master Agreement is hereby deleted and replaced, in its entirety, as follows:
 - 2.1 This Agreement will be effective upon execution. Participant will complete all item installations, distributions, vouchers, or rebates by June 30, 2025, and provide all final invoicing and verification to Western by said date, or within 45 days after termination, whichever occurs first (Term). Continuance of this Agreement will be subject to annual budget approval by Metropolitan's Board. To the extent Metropolitan's Board determines not to fund one or more items set forth in the Metropolitan Agreement and any Metropolitan Addendums thereto, a Western Addendum to the Agreement will be issued from Western and that Western Addendum will remove that item or items as of the Western Addendum's effective date. The Parties hereby agree that upon issuance by Western, a Western Addendum will automatically, without any further action or

signature by the Parties, amend and supplant the language set forth in this Agreement to the extent indicated in the Western Addendum.

3. This Second Amendment will be effective upon full execution.

4. Except as otherwise specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect and shall govern the performance of this Second Amendment by both parties.

5. This Second Amendment may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PARTICIPANT

By: _____

Date: _____

WESTERN MUNICIPAL WATER DISTRICT

By: _____

Craig Miller
General Manager

Date: _____

APPROVED AS TO FORM:

BY: *Susan Wilson*
ASSISTANT CITY ATTORNEY