

**SIXTH AMENDMENT TO
COST SHARING AGREEMENT
NO. A4220S BETWEEN THE
SANTA CLARA VALLEY WATER DISTRICT
AND THE CITY OF SANTA CLARA
FOR WATER CONSERVATION PROGRAMS**

This Sixth Amendment (“Sixth Amendment”) between the Santa Clara Valley Water District (“VALLEY WATER”) and the City of Santa Clara (“SANTA CLARA”) amends the Agreement No. A4220S dated December 3, 2018 (the “Agreement”), as amended by the First Amendment dated June 26, 2019, as amended by the Second Amendment dated June 19, 2020, as amended by the Third Amendment dated January 1, 2022, as amended by the Fourth Amendment dated September 1, 2022, and as amended by the Fifth Amendment dated January 1, 2023 between the VALLEY WATER and the SANTA CLARA, individually the Party or collectively the Parties, for WATER CONSERVATION PROGRAMS (hereinafter referred to as PROGRAMS), Agreement No. A4220S. The Parties agree that this Sixth Amendment is retroactively effective on March 1, 2023 (“Sixth Amendment Effective Date”), once all Parties sign.

RECITALS

WHEREAS, SANTA CLARA desires to increase the total cost for the Landscape Rebate Program by \$300,000.

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

1. In the Agreement (A4220S), Section 1, h) SANTA CLARA’s RESPONSIBILITIES is amended to state as follows:
 - h) Make payment to VALLEY WATER within (30) days of receipt of an invoice from VALLEY WATER. When submitting an invoice, VALLEY WATER shall provide PROGRAM participation information. SANTA CLARA’s total cost to VALLEY WATER for the WaterSmart and Landscape Rebate Program shall not exceed \$550,000.
2. In the Agreement (A4220S), add new Section 16 as follows:

16. EQUAL OPPORTUNITY

a. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires SANTA CLARA to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, SANTA CLARA will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Compliance with Applicable Equal Opportunity Laws

SANTA CLARA's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

c. Investigation of Claims

SANTA CLARA must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. SANTA CLARA must conduct a fair, prompt, and thorough investigation of all allegations directed to SANTA CLARA by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, SANTA CLARA must take prompt, effective action against the offender.

3. All terms and conditions of the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment not 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 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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

Date: _____

CITY OF SANTA CLARA

Approved as to form:

By: _____
Glen Googins
City Attorney

By: _____
Office of the City Manager
City of Santa Clara

Date: _____