

**FIFTH AMENDMENT OF
CONTRACT FOR THE OPERATION AND MAINTENANCE OF
WATER AND WASTEWATER FACILITIES FOR THE
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT
(INTERIM BRIDGE EXTENSION)**

This Fifth Amendment ("**Amendment**") is entered into and effective as of the 29th day of April, 2026 (the "**Effective Date**"), by and between the **Town of Discovery Bay Community Services District**, a California community services district ("**Town**" or "**District**"), and **Veolia Water West Operating Services, Inc.**, a Delaware corporation ("**VWWOS**" and, together with the Town, the "parties").

RECITALS

- A. WHEREAS, the Town and VWWOS entered into that certain Contract for the Operation and Maintenance of Water and Wastewater Facilities for the Town of Discovery Bay Community Services District, dated and effective May 1, 2011 (the "**Contract**"), as thereafter amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment thereto (collectively, the "**Agreement**");
- B. WHEREAS, the Agreement's current term is scheduled to expire on April 30, 2026;
- C. WHEREAS, the Town and VWWOS are engaged in negotiations regarding a long-term renewal and extension of the Agreement, and the Town's Board of Directors is expected to consider the terms of such renewal at its next Regular Meeting;
- D. WHEREAS, in order to maintain uninterrupted operation and maintenance of the Town's water and wastewater facilities during the period in which the Board of Directors considers the renewal, the parties desire to extend the Agreement on an interim basis at existing terms and conditions;
- E. WHEREAS, the General Manager of the Town is the designated Purchasing Agent of the District, authorized to execute contracts for the purchase of services in accordance with the District's Purchasing and Procurement Policy (Policy No. 011); and
- F. WHEREAS, the parties intend this Amendment to be ratified by the Town's Board of Directors at its next Regular Meeting, or at a Special Meeting called for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
INTERIM EXTENSION**

1.1 Extension of Term. The term of the Agreement is hereby extended for an interim period (the "**Bridge Period**") commencing on May 1, 2026 and continuing through and including the earlier of: (a) the date on which the Town and Veolia each

have executed a renewal or further amendment of the Agreement that has been approved by the Town's Board of Directors at a duly noticed Regular or Special Meeting; or (b) May 30, 2026 (the "**Bridge Expiration Date**"), unless further extended by mutual written agreement of the parties.

1.2 Existing Terms and Conditions. During the Bridge Period, the Agreement shall remain in full force and effect at all existing terms, conditions, rates, and service levels without modification. No new obligations, fee adjustments, or scope changes are established or acknowledged by this Amendment.

1.3 Compensation During Bridge Period. VWWOS shall be compensated at the same monthly service fee in effect immediately prior to the Bridge Period, prorated for any partial month, without increase or adjustment of any kind.

1.4 No Prejudice. Nothing in this Amendment shall be construed as a waiver by either party of any right, claim, or position with respect to any matter subject to ongoing negotiation between the parties, including without limitation any fee adjustments, scope additions, or renewal terms currently under discussion. The execution of this Amendment shall not constitute an admission by either party as to any disputed matter.

1.5 Board Ratification. This Amendment is executed by the Town's General Manager pursuant to the authority vested in the General Manager as Purchasing Agent under the Town's Purchasing and Procurement Policy (Policy No. 011). This Amendment is expressly subject to ratification by the Town's Board of Directors at its next duly noticed Regular Meeting or at a Special Meeting called for that purpose. If the Board of Directors does not ratify this Amendment within thirty (30) days of the Effective Date, VWWOS shall have the right to terminate the Agreement upon ten (10) days' written notice to the Town.

ARTICLE II MISCELLANEOUS

2.1 Full Force and Effect. Except as expressly modified herein, all terms and provisions of the Agreement remain in full force and effect and are hereby ratified by the parties. In the event of any inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall govern and control.

2.2 Entire Agreement. This Amendment sets forth the entire agreement of the parties with respect to the matters set forth herein and supersedes all prior negotiations, representations, or understandings with respect thereto, whether written or oral.

2.3 Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument. Electronic signatures shall be deemed valid.

2.4 Authority. Each signatory represents and warrants that he or she has the authority to execute this Amendment on behalf of the party for which he or she signs.

///
///
///

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

"Town"

Town of Discovery Bay Community Services District

DocuSigned by:
By: Dina Breitstein April 29, 2026 | 2:17 PM PDT
BDA6AF9F023646F...
Dina Breitstein, General Manager
Town of Discovery Bay CSD

"VWWOS"

Veolia Water West Operating Services, Inc.

DocuSigned by:
By: Aaditya Raman April 29, 2026 | 2:04 PM PDT
3073092E58BD49E...
Aaditya Raman
President

APPROVED AS TO FORM:

DocuSigned by:
By: [Signature] April 29, 2026 | 2:18 PM PDT
517F2EE422624E2...
Andy Pinasco
District Legal Counsel