

## FINANCIAL CAPABILITY RESOLUTION

WHEREAS, the City of Commerce ("Pumper") desires to finance the costs of designing and constructing and/or reconstructing their Water Producing Facilities, including certain drinking water wells, treatment facilities, pipelines, and other infrastructure ("Project") for the removal of per- and polyfluoroalkyl substances ("PFAS") in drinking water wells that have concentrations above their respective Response Levels or Maximum Contaminant Levels; and

WHEREAS, the Pumper intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the Water Replenishment District of Southern California ("WRD"); and

WHEREAS, the Pumper and WRD have executed a PFAS Remediation Program Participation Agreement ("Agreement") that specifies the details of the Project and Project Funds to be utilized for capital costs associated with the Project; and

WHEREAS, the Pumper shall submit all documents requested by WRD and per the Agreement before WRD can release any Project Funds to the Pumper; and

WHEREAS, WRD shall review the required documents submitted by the Pumper and upon approval, reimburse the Pumper for their Project expenditures in accordance with the Agreement.

NOW, THEREFORE, THE PUMPER DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The total Project Cost is estimated to be \$2,449,817.36 and the Project Funds to be provided by WRD shall not exceed \$2,449,817.36.
2. The Pumper hereby certifies that it has adequate financial reserves and the ability to cover any and all Project expenditures in excess of the Project Funds to ensure proper planning, management, and completion of the Project as described in the Agreement.
3. The Pumper hereby states its intention to pay all Project expenditures prior to the issuance of any reimbursement request to WRD for Project Funds.
4. The Pumper designates Jim Crawford, California Water Service Company as the authorized representative that will carry out the Pumper's responsibilities under the Agreement, including providing certifications, assurances, and commitments that may be required from the Pumper under WRD's PFAS Remediation Program and compliance with all applicable state and federal laws.
5. The Pumper agrees to comply with all terms and requirements specified in the Program Agreement and all associated funding documents.
6. This resolution is being adopted no later than 60 days after the date on which the Pumper will expend moneys for Project expenditures that qualify for reimbursement with Project Funds.
7. This resolution is adopted as official intent of the Pumper to comply with all state, federal, and any other regulations relating to any Project Funds received from WRD.
8. To the best of our knowledge, this Pumper is not aware of the previous adoption of official intents by the Pumper that have been made as a matter of course for the purpose of reimbursing Project expenditures.
9. All the recitals in this Resolution are true and correct and this Pumper so finds, determines, and represents.

PASSED, APPROVED AND ADOPTED THIS 8<sup>th</sup> day of February, 2022 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**CERTIFICATION**

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Commerce City Council held on February 20, 2022.

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*(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Pumper)*