

**EMPLOYMENT AGREEMENT BETWEEN  
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY  
AND AMBER BOONE**

THIS AGREEMENT (herein "Agreement") is made this 3rd day of October, 2024, by and between the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (herein the "AUTHORITY"), a joint powers agency as employer, and AMBER BOONE (herein "BOONE"), an individual as employee, who hereby agree as follows:

**I.**  
**RECITALS.**

A. AUTHORITY is a joint powers agency operating and existing pursuant to Section 6500 *et seq.* of the Government Code of the State of California and that certain joint powers agreement entitled "JOINT EXERCISE OF POWERS AGREEMENT CREATING SOUTH ORANGE COUNTY WASTEWATER AUTHORITY AND TERMINATING ALISO WATER MANAGEMENT AGENCY, SOUTH EAST REGIONAL RECLAMATION AUTHORITY, SOUTH ORANGE COUNTY RECLAMATION AUTHORITY", dated July 1, 2001.

B. AUTHORITY desires to retain BOONE, its full-time Director of Environmental Compliance, as its Acting General Manager.

C. BOONE has agreed to continue in employment with AUTHORITY as its Acting General Manager pursuant to the terms and conditions herein stated.

D. The parties have set forth below the terms and conditions of their Agreement.

E. The parties herein agree that this Agreement has no fixed term, and is subject to the rights of termination set forth herein.

**II.**  
**AGREEMENT.**

In consideration of the mutual promises set forth herein, the Parties agree as follows:

BOONE shall serve as Acting General Manager of the AUTHORITY pursuant to the terms and conditions set forth herein:

A. Compensation.

BOONE's gross salary shall be Two Hundred Sixty-Eight Thousand Eight Hundred Nineteen Dollars (\$268,819.00) per year (effective October 3, 2024), payable consistent with the AUTHORITY's normal payroll practices. BOONE's salary shall be evaluated annually by AUTHORITY's Board (hereinafter "BOARD") to consider a merit increase in salary based upon performance. If performance warrants a merit increase, BOONE shall be entitled to a merit increase as determined in the sole discretion of the BOARD. Any increase granted will become effective when

directed by the Board. In addition, BOONE will receive the same annual cost of living increase(s) afforded to other non-represented AUTHORITY employees.

B. Benefits.

(1) Standard Benefits: Except as provided in subparagraph B(2) below, BOONE shall receive the same benefits package as that offered to AUTHORITY's management employees as the same may from time to time be established by AUTHORITY.

(2) Additional Benefits: BOONE shall receive a monthly vehicle allowance of Five Hundred Dollars (\$500.00) per month, payable in lieu of mileage and any other vehicle-related costs and expenses. BOONE agrees the vehicle allowance covers all vehicles costs and expenses that may be incurred by BOONE in connection with the use of her private vehicle for AUTHORITY business, including but not limited to insurance, maintenance and fuel costs. BOONE's use of her private vehicle while conducting AUTHORITY business is governed by AUTHORITY's policies, including AUTHORITY's *Vehicle Policy*.

(3) The Acting General Manager is hereby authorized to sell back up to three hundred (300) hours of Accrued Vacation, Sick, Floating Holiday or Administrative Leave at 100% of the General Manager's hourly rate at the time of the sell back during the annual performance evaluation period.

(4) The Acting General Manager shall receive five administrative days with pay during the annual performance evaluation period.

C. Duties and Restrictions.

(1) AUTHORITY hereby agrees to also employ BOONE as the AUTHORITY's Acting General Manager, to serve at the will and pleasure of the BOARD. BOONE shall perform the functions and duties specified in Exhibit A, and such other legally permissible and further duties and functions as shall, from time to time, be assigned by the BOARD, or as required by law. In addition, BOONE will support the transition of the organization's Environmental Compliance functions and responsibilities to appropriate staff members as directed by the Board of Directors through the term of the Agreement. Further, BOONE shall be granted full management control of the AUTHORITY as it relates to its staffing and related matters.

(2) BOONE shall devote such time, interest and effort to the performance of her duties as may be reasonably necessary to fulfill the above requirements.

(3) BOONE's duties require that she be available to address time-sensitive matters of the AUTHORITY's business, and BOONE agrees to reside within a distance from the AUTHORITY's administrative offices that enables her to be on the AUTHORITY premises within one (1) hour during her employment as Acting General Manager.

(4) BOONE shall devote BOONE's entire productive time, ability, and attention to the business of AUTHORITY during the term of this Agreement.

(5) Outside Employment and Activities: BOONE shall not accept any other employment during the term of this Agreement and shall devote her full time to her AUTHORITY position, unless otherwise approved by the BOARD. BOONE shall not engage in any outside activities during the term of this Agreement that generate conflicts of interest or the appearance thereof (financial or other) with her positions. If BOONE is not certain whether or not a particular proposed outside activity is permitted under this Agreement, she shall ask the AUTHORITY's Executive Committee for a determination thereon before engaging in the activity, and the AUTHORITY's Executive Committee shall, within thirty (30) days, make a determination thereon. Failure to act on the part of the AUTHORITY's Executive Committee within said thirty (30) day period shall be deemed approval. Notwithstanding any AUTHORITY Executive Committee determination, it is BOONE's obligation to ensure her activities are not in violation of federal, state or local conflict of interest laws or regulations.

D. Termination of Agreement or Employment.

(1) This Agreement may be terminated at any time with or without notice and with or without cause by a majority vote of the AUTHORITY BOARD.

(2) It is expressly understood that BOONE, in her capacity as the AUTHORITY's Acting General Manager, is an at-will employee serving at the pleasure of the BOARD, subject to termination at any time, with or without cause, and with no right to any hearing, including any so-called Skelly hearing.

(3) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BOONE or AUTHORITY to voluntarily terminate this Agreement. Due to the sensitive nature of BOONE's position and the difficulty of replacing BOONE, BOONE shall give sixty (60) days written notice prior to such termination to the BOARD.

(4) In the event AUTHORITY terminates BOONE's employment without cause, BOONE shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, *et seq.*: (a) three (3) months' salary at the rate in effect at the date of termination; (b) full medical benefits for the term of severance or until such time as BOONE finds other employment, whichever occurs first; and (c) compensation for unused vacation, and unused, but accrued sick leave pay at the salary rate effective at the date of termination. Payment of any severance is expressly contingent on BOONE releasing AUTHORITY and the BOARD from any and all claims relating to BOONE's employment and the termination thereof, excluding any claims for workers' compensation or unemployment insurance.

Upon any allegation that BOONE has engaged in conduct that would result in her termination of employment, as defined below, BOONE is entitled to address and attempt to rebut those allegations before the BOARD in a closed session prior to the BOARD making any final determination regarding the veracity of those allegations. In the event the BOARD, in its discretion, finds merit to the allegations and terminates for cause, BOONE shall not be entitled to any severance pay. Such determination shall be made by AUTHORITY in its sole discretion, subject to review in an evidentiary hearing, if requested by BOONE. The hearing shall be before a neutral hearing officer selected from a list supplied by the State Mediation and Conciliation Service, and the issue at the hearing shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for

cause such that BOONE would not be entitled to any severance pay or benefits (except for unused vacation and sick leave). Under no circumstances shall BOONE be entitled to reinstatement to the position of Acting General Manager or Director of Environmental Compliance as a result of such hearing. Following the hearing, the hearing officer shall submit his or her findings and decision to the AUTHORITY, which shall be final and binding. Termination shall be "for cause" if BOONE: (a) acts in bad faith and to the detriment of the AUTHORITY; (b) refuses or fails to act in accordance with any specific direction or order of the AUTHORITY BOARD or Executive Committee (provided that the full AUTHORITY BOARD has been informed of the direction of the Executive Committee); (c) exhibits in regard to her employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (d) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (e) breaches any material term of this Agreement.

E. Severance.

(1) BOONE will not be entitled to severance if BOONE resigns or dies during the term of this Agreement.

(2) Separately Negotiated: Waiver. The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by BOONE of the severance pay benefits provided by this section shall operate as a full and complete waiver and release of any and all rights, claims and/or causes of action which BOONE may have, or have had, at any time, in the past or in the future, arising out of BOONE 's employment by AUTHORITY, including, but not limited to, claims for wrongful termination. (BOONE agrees to sign a Severance Agreement that is substantially similar to the one attached as Exhibit "B".) If BOONE wishes to retain any such rights, BOONE must decline to accept the severance benefits provided by this section.

Acceptance of the severance benefits under this paragraph will operate as a general release on the part of BOONE as to all claims, known or unknown, and BOONE specifically waives the provisions of California Civil Code Section I 542 which provide:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(3) Pursuant to Government Code Section 53243 et seq., if BOONE is convicted of a crime involving an abuse of office or position, as defined below, all of the following shall apply: (1) if BOONE was provided with paid leave pending an investigation into the matter, BOONE shall be required to fully reimburse the AUTHORITY for those amounts paid; (2) if the AUTHORITY, in its discretion, paid for the criminal defense of BOONE, BOONE shall be required to fully reimburse the AUTHORITY for all amounts paid; (3) if the AUTHORITY paid any severance pay under this AGREEMENT, BOONE shall be required to fully reimburse the AUTHORITY for all amounts paid.

- (a) "Abuse of office or position" means either:
  - (i) An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority;
  - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part I of the Penal Code; or
  - (iii) As set forth in Government Code Section 53243.4 or its successor statute.

G. Governing Law.

This Agreement shall be interpreted and enforced in conformance with California law.

H. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior agreements, written or oral, and any representations, written or oral, not expressly included herein.

I. Venue.

The venue for any litigation to interpret or enforce this Agreement shall be the Orange County Superior Court.

J. Integration Clause.

If any part, provision, paragraph or subparagraph of this Agreement shall be held to be void or unenforceable by a final judgment of a court of competent jurisdiction, then unless that provision is found in such proceeding to be material to this Agreement, said void or unenforceable provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that the void or unenforceable provision is found to be material to this Agreement, then the entire Agreement shall be voided.

K. Independent Review: Interpretation.

BOONE and AUTHORITY affirm in signing this Agreement that they have each had an opportunity to review and consider this Agreement, and to have it reviewed and to receive advice from independent advisors of their own choosing, including attorneys, and that each knowingly and voluntarily enters into this Agreement. BOONE and AUTHORITY further affirm that this Agreement was the mutual product of their negotiations, including give and take, and that neither party shall be considered the drafter of this Agreement such that the Agreement is interpreted against that party.

L. Public Record.

BOONE acknowledges that this Agreement, upon final execution, will become a public record under California law available for public inspection and copying.

M. Counterparts.

This Agreement may be signed in counterparts. Any such counterpart when executed shall constitute an original of this Agreement and all such counterparts together shall constitute one and the same Agreement.

DATED: \_\_\_\_\_

SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY

By: \_\_\_\_\_  
FRANK URY  
BOARD CHAIR

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
AMBER BOONE  
DIRECTOR OF ENVIRONMENTAL  
COMPLIANCE

## **EXHIBIT A**

**TITLE:**                 **Acting General Manager**

**DIVISION:**            **Executive Management**

**SALARY RANGE:** **Set by the Board of Directors**

**DEFINITION:**

This position acts as the Chief Executive Officer of SOCWA and reports directly to the Board of Directors.

The General Manager is responsible for the overall administration, management, planning, compliance, engineering, construction, maintenance and operation of complex secondary and tertiary wastewater treatment plants and related facilities. Additionally, the General Manager implements public outreach programs as requested by the Board or individual Board Members on issues relating to SOCWA's activities and those of its member agencies.

**EXAMPLE OF DUTIES:**

- Acts as an agent for the Board of Directors to ensure that all policies and programs of the Board are carried out.
- Works with the Board of Directors to identify significant issues relating to SOCWA and assists in the formulation of policies relating to same.
- Provides feedback to the Board to make sure all aspects of issues are evaluated.
- Directs and supervises all employees of the Authority. Ensures the proper application of all rules and policies of the Authority. All employees work under the direction and control of the General Manager.
- Develop/mentor management and administrative staff.
- Encourage increased participation by executive staff.
- Utilize key staff members in any outreach programs.
- Organizes, directs and administers the operation and maintenance of wastewater treatment plants and other joint facilities to meet applicable state and federal wastewater quality standards.

- Serves as Secretary to the Board of Directors.
- Develops and implements cost control measurements and cost control systems as required by the Authority.
- Represents the Authority in wastewater related organizations such as Clean Water SoCal, Watereuse, CASA, CSRMA, etc.
- Directs the continuous review of expenditures throughout the fiscal year to determine if such expenditures are necessary and in accordance with Board policy.
- Fosters strong working relationships with Regional Boards, the State Water Resources Control Board, and Non-governmental organizations.
- Represent the Authority in all negotiations, transactions and discussions with county, state and federal agencies. Acts as liaison to these organizations.
- Recommends new or modified policies and programs to the Board of Directors. Supervises the reorganization of staff as appropriate.
- Cultivates and maintains contacts with the media, community leaders, public officials and other wastewater and water agencies in the capacity as the public information officer
- Prepares and submits annual operating and capital improvement budgets related to the operation and maintenance of the wastewater treatment plants and facilities as required by the Authority. Supervises production and implementation of long-range capital improvement programs.
- Ensure that all service contracts are properly administered. Provides such services to member agencies as appropriate.
- Consults with all facility users regarding unusual or difficult wastewater problems, to include notification of violations and initiation of action to obtain compliance; notifies appropriate agencies of any violations and initiates action to obtain compliance with existing regulations.
- Prepares studies, surveys, reports and economic appraisals as required by the Authority.
- Insures the safe operation of the wastewater treatment plants, joint facilities and the safe practices of personnel employed by the Authority.
- Responds to requests from member agencies to report on the operation of the wastewater treatment plants and joint facilities. Makes reports to member agency Boards, as requested.
- Provide outreach for member agency staff on SOCWA related issues as requested by the member agency.
- Strong leader for SOCWA and in the community



- Be regarded as an advocate for SOCWA and SOCWA member agencies.
- Provides expert opinions, advice and counsel in matters relating to the wastewater system.
- Acts as the Authority's principal representative in all personal matters and employee negotiations, disputes and grievances.
- Participates actively in organizations, committees, task forces and meetings for the benefit of the Authority. Represents the Authority in all matters directly related to its wastewater facilities.
- Represents the Authority during declared states of emergency associated with flood, earthquake and other natural and man-made disasters. Directs the emergency response by Authority personnel.
- Performs other related duties as required.

**Minimum Training and Experience Required to Perform Essential Functions:**

Sufficient experience in wastewater treatment and disposal to provide incumbent with the resources necessary to effectively oversee and lead a complex wastewater agency and to participate in public relations/outreach programs advocating issues pertinent to the mission of SOCWA and its member agencies.

- Graduation from a college or university with a baccalaureate degree in engineering, public administration, finance, or related field or an acceptable equivalent.
- A Master's degree is highly desirable in an appropriate field.
- Must possess a valid California, Class C, driver's license in good standing.

**Other Special Requirements:**

- Principles and techniques of organization, management, personnel administration, governmental budgeting and staff organization; advertising and public relations techniques, analysis of public relations problems, and development of communications, public and community relations programs: sanitary, civil and related engineering fields as applied to planning, design, construction, and operation of wastewater treatment and disposal facilities; principles and development of treatment and disposal of sewage, sludge and industrial wastes; state and regional water quality and water pollution control programs.
- Must possess the ability to plan, organize, direct and manage a qualified professional staff; develop and present projects to the governing board; analyze situations accurately and take effective action; work cooperatively with others.

- Ability to work effectively with elected and appointed Board of Directors, Including willingness to initiate and participate in policy discussions and to provide candid feedback to Board.
- Understanding of pertinent regulatory issues and desire to work closely with regulatory agencies to develop and/or update regulations related to SOCWA.

### **Environmental Adaptability**

Tasks are regularly performed without exposure to adverse environmental conditions.

## **EXHIBIT B**

### **SEVERANCE AGREEMENT AND GENERAL RELEASE OF CLAIMS**

This Severance Agreement and General Release of Claims (hereinafter "Agreement") is made and entered into between SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (hereinafter "SOCWA" or "Employer") and AMBER BOONE, (hereinafter "Employee"), and is made in light of the following:

#### **RECITALS**

1. Employee was employed by SOCWA and separated from employment as an at-will employee effective \_\_\_\_\_, 20\_\_.
2. The parties have now agreed to settle any and all disputes, now in existence or arising in the future, between SOCWA and Employee regarding the employment and separation of Employee.
3. Employee acknowledges that SOCWA denies that Employee has any claims which may be asserted against it, but that SOCWA desires to avoid incurring any costs and expenses related to any possible claims, and desires to compensate Employee as the sole means of settlement by providing the severance benefits set forth herein. Therefore, Employee makes this Agreement expressly recognizing that the making of this Agreement does not in any way constitute an admission of wrongdoing or liability on the part of SOCWA.

#### **AGREEMENT**

4. In consideration of this Agreement, SOCWA agrees that Employee shall receive severance pay equal to three (3) months of salary (exclusive of incentive or bonus pay, benefit and other non-cash remuneration) and full medical benefits for the lesser of three (3) months or until BOONE finds other employment. Payment shall be made in one lump sum mailed to Employee on the Effective Date of this Agreement. This amount shall be treated as wages, with withholding made for taxes and a W-2 will be issued by SOCWA. However, amounts will not be withheld for medical or other insurance, retirement or other SOCWA-provided benefits, nor will these benefits be provided by SOCWA after the separation date.
5. Employee agrees to keep the terms of this Agreement confidential and not to disclose the terms of this Agreement to any other person, entity, or organization except as necessary for the enforcement or compliance with this Agreement. The parties acknowledge that SOCWA is a public entity and this Agreement and its terms are a public record within the meaning of the California Public Records Act, and therefore, SOCWA will, upon request, release the Agreement and/or its terms. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that BOONE has reason to believe is unlawful.

6. Employee agrees that all employment reference checks initiated by Employee or at Employee's request will be directed to the Human Resources Administrator, or to the successor position in Human Resources, who will state the dates of employment and the position held.

7. In consideration of the promises of SOCWA contained in this Agreement, Employee agrees that by signing this Agreement Employee represents that she has not filed and gives up any and all rights she may have to file a grievance, claim or complaint of any kind against SOCWA arising from her employment and separation, except as may be necessary to enforce the terms of this Agreement, or for workers' compensation or unemployment insurance benefits, or as otherwise required by law. Employee understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and waives all rights under California Civil Code Section 1542, which states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

8. Employee, on behalf of herself, her relatives, heirs, estate, executors, administrators, successors and assigns, fully releases and discharges SOCWA and SOCWA's current and/or former board members, officers, employees, agents or attorneys, from all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character, including, but not limited to, any actions, causes of action, claims, judgments, obligations, damages, or liabilities relating to her employment with and separation from SOCWA, including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort; any administrative remedy; any federal, state, or local law, statute or regulation based on or related to the Americans with Disabilities Act (42 U.S.C. §§12101-12213), the Federal Family Medical Leave Act (29 U.S.C. 2601-2654), the California Family Rights Act (Gov. Code §§ 12945.1- 12945.2), the Age Discrimination in Employment Act (29 U.S.C. §§621-634), Title VII, Civil Rights Act of 1964 (42 U.S.C. §§2000-2000 (e)-1-17), the California Fair Employment and Housing Act (Gov. Code §§12900-12996), the Fair Labor Standards Act of 1938 (29 U.S.C. §§20 I, et seq.), the California Government Code, or the California Labor Code, except for workers' compensation or unemployment insurance benefits.

Further, Employee represents and warrants that Employee has not filed any lawsuits, complaints, charges or grievances against SOCWA and/or its current and/or former board members, officers, employees, agents or attorneys with any court or governmental agency arising out of Employee's employment with and separation from SOCWA, except for workers' compensation or unemployment insurance benefits.

Further, Employee agrees that under this Agreement, Employee waives any claim for damages incurred at any time after the date of this Agreement because of alleged continuing effects of any alleged unlawful acts or omissions involving the employment with and separation from SOCWA,

and any right to sue for injunctive relief against the alleged continuing effects of alleged acts or omissions.

9. Employee represents and acknowledges that in executing this Agreement, Employee did not rely and has not relied upon any representation or statement not set forth herein made by or on behalf of SOCWA, and that this Agreement sets forth the entire agreement between the parties.

10. Age Discrimination Claims.

(a) Employee understands and agrees that, by entering into this Agreement, (i) except for claims arising after the date this Agreement is signed, Employee is waiving any rights or claims Employee might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; (ii) Employee has received consideration beyond that to which she was previously entitled; (iii) Employee has been advised to consult with an attorney before signing this Agreement; and (iv) Employee has been offered the opportunity to evaluate the terms of this Agreement for not less than 21 days prior to her execution of the Agreement, even though Employee may elect to sign this Agreement before said period of consideration expires. Employee agrees that changes, whether material or immaterial, do not restart the 21-day consideration period.

(b) Employee may revoke this Agreement (by written notice to Employer's Labor Attorney, Bradley Neufeld at [Bradley.Neufeld@varnerbrandt.com](mailto:Bradley.Neufeld@varnerbrandt.com)) for a period of seven days after her execution of the Agreement, and it shall become enforceable only upon the expiration of this revocation period without prior revocation by Employee.

11. The parties agree that should any non-material provision of this Agreement be declared illegal or invalid by decision of any court of law or administrative agency, all other provisions of this Agreement shall nevertheless remain in full force and effect.

12. Employee agrees to immediately return all AUTHORITY property including, but not limited to, documents, equipment, and money that she has in her possession or control.

13. This Agreement sets forth the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

14. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced and governed by and under the law of the State of California.

15. This Agreement may be executed in any number of counterparts. Any such counterpart when executed shall constitute an original of the Agreement and all such counterparts together shall constitute one and the same agreement. The parties further agree that facsimile or scanned signatures will constitute original signatures for purposes of execution of this Agreement.

16. EMPLOYEE FURTHER STATES THAT SHE HAS CAREFULLY READ THIS SEVERANCE AGREEMENT; THAT SHE UNDERSTANDS THAT THE CONSIDERATION TO BE GIVEN TO HER UNDER THIS AGREEMENT IS IN ADDITION TO WHAT SHE IS

L. Public Record.

BOONE acknowledges that this Agreement, upon final execution, will become a public record under California law available for public inspection and copying.

M. Counterparts.

This Agreement may be signed in counterparts. Any such counterpart when executed shall constitute an original of this Agreement and all such counterparts together shall constitute one and the same Agreement.

DATED: 4-Oct-2024

SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY

By: frank Ury  
frank Ury (Oct 4, 2024 07:30 PDT)

FRANK URY  
BOARD CHAIR

DATED: 4-Oct-2024

By: \_\_\_\_\_  
AMBER BOONE  
DIRECTOR OF ENVIRONMENTAL  
COMPLIANCE

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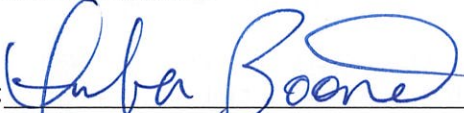
DATED: \_\_\_\_\_

SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY

By: \_\_\_\_\_

FRANK URY  
BOARD CHAIR

DATED: October 3, 2024

By: 

AMBER BOONE  
DIRECTOR OF ENVIRONMENTAL  
COMPLIANCE