the Department may not receive the appropriate remuneration for wastewater services.

Solution # 3: WCA will undertake a study of all known Submeter Account billings within the Customer Information System. All such properties will be researched to determine the validity of these credits with respect to credit calculations, and the appropriateness of those accounts receiving such credits.

Problem # 4: Unbilled sewer related to water well supply

Problem Explanation: Customers who receive water supply from on site wells are billed a rate appropriate for that usage. If such usage was discontinued or changed in some manner inconsistent with billing policy, the end result could be that the City is not correctly paid for service rendered.

Solution # 4: WCA will undertake a study of all customers and related properties that use or have used wells for their water source to affirm the accuracy of billing.

Problem # 5: Unknown (unlisted) Accounts

Problem Explanation: Most major utilities have experienced growth by way of annexations of existing systems. If the account data from these acquired systems could not be merged accurately, the probability is high that an inconsistency created then might remain till today. Also, when billing system upgrades and conversions take place, account data can be adversely affected or even dropped. However, this problem most frequently occurs on properties that have multiple connections and taps; where correctly metered and billed connections mask an unknown. Unknown accounts produce no revenue for the utility and obviously are a component of the water loss equation.

Solution # 5: Standard operating procedure for WCA field crews is to make checks of adjacent properties while performing selected field research and to account for all usage at each. WCA's standard operating procedure utilizes radio-dispatched crews to perform field research. WCA's office staff uses a computer link to the Customer Information System to retrieve current account data. Communication between office staff and field personnel enables WCA to verify information on the targeted location as well as any suspect adjacent properties for unknown connections and/or taps.

(end Scope of Work)

Section 6. – Additional Data

WCA's analytical capabilities and how they will be integrated into the project.
WCA's analytical capability is its greatest resource. The ability to leverage divergent experience gathered from many successful contracts with many types of problematic accounts, a highly skilled motivated workforce and ever-expanding technological capabilities enable WCA to accomplish the project objectives. These assets; experience, people and technology are fully engaged and integrated into every contract undertaken to discover that which is unknown to the client, thereby improving revenue.

WCA's technology capabilities that will be utilized for the project.
Proprietary Software The Company's investment in the development of a technical approach to customer account data analysis has yielded proprietary software that is flexible, adaptable and custom built for studies of this nature for the Water, Wastewater and Stormwater industries. It operates independently of the client's Utility Billing System and in no way impacts the integrity of Utility data. The analysis of account data in this manner, which is unlike other less effective methods utilized by others, provides significant benefit to the client. First, Utility staff time requirement is a fraction of any other approach because WCA "*imagineers*", creates, manages, modifies and tests all necessary database queries, sort routines and reports. Second, the quantity of revenue produced is greater and the quality of discoveries and corrective action better stand the test of time. Third, quantifying Increased Revenue and resultant contract payment is a task generated by the WCA software from actual account billings and collections, thereby substantially reducing staff time in the process. Finally, the Company's approach to data analysis typically leads to the discovery of the more difficult account problems (unknown or unlisted taps and connections), rather than merely the obvious.
Level and Flow Metering The Company's investment in training and field application to measure unrecorded wastewater flows has generated significant reductions in unrecorded sewer flow for clients. Various manufacturers offer hardware, WCA is experienced with "*FloDar*".
Transit Time Flow-metering Non pipe intrusive electronic metering is a valuable tool in identifying unrecorded water consumption. WCA purchased the first hardware in 1998 and currently owns and operates 3 units manufactured by Panametrics (now GE). Although hardware is valuable, it is by in large worthless without trained, experienced technicians. WCA has 3 trained full time employees with from 4 to 12 years field experience with this technology.

Additional and/or value added services?
Throughout the history of the Company, the opportunity to identify and resolve client needs in addition to the defined scope of work have developed. In all cases, the opportunities were not seen in advance. Once work was initiated, WCA learned the intricacies of the client's system(s). Based on that experience and based on the unique characteristics of the client, opportunities became evident. It is anticipated that WCA will encounter the same while working with the City, and based on that, WCA will offer proposal accordingly. WCA takes pride in recognizing the needs of clients and searching for solutions that will provide remedy. In addition to resolving needs, WCA may offer funding options that utilize Increased Revenue generated by the project.

The Company history is replete with examples of "field technical services" that were performed for clients above and beyond the core business. A few examples;

- Supporting utility billing personnel in the explanation of billing changes, especially retroactive billing. This support might include: attendance at a customer administrative hearing, additional site visits, customer interviews and telephone calls.
- Generating customer notification letters
- Conducting field water audits to answer the questions of individual customers who refused to accept staff input. This can relate to customers not associated with a WCA Work Order; for example, questions about a new rate structure
- Functioning as an extension of Customer service staff when account billing issues arose unrelated to a WCA Formal Work Order
- Performing flow tests on water lines when flow questions arose unrelated to a WCA finding
- Aiding Utility Operations by gathering water pressure data at various points within the water distribution system for projects other than revenue enhancement. WCA owns pressure loggers and has the requisite field experience to gather data and to assimilate the information in a deliverable suitable for use by others.
- Development of new internal policies and/or practices to minimize account problem recurrence

What sets WCA apart?

1. **WCA offers:**
    a. The proven commitment of our people to the success of a project, certainly for the benefit of WCA and its future, but equally for the clients we serve. This is defined not only by revenue, but by minimizing the amount of staff time required of the City. We conduct ourselves in a manner mindful of "least obtrusion".
    b. A transparent performance fee contract that will stand the light of day, not an opaque contingent fee; Increased Revenue resulting from our work is collected first, then WCA is paid. There is no hidden agenda or veiled claim on utility revenue.
    c. Immediate benefit, typically within the first month of field work; positive impact while WCA assumes the risk.
    d. A focus on all aspects of the client's "system" that impact utility billing. Meter accuracy is a component, but history has shown that less than 9% of our discoveries relate to the condition of physical assets in the field and a portion of that 9% are not meter related (bypass valves, jumpers, etc.). As with clients in past, the City focuses on the accuracy of cash registers.
    e. A search for the unknown; the sewer connection that is not listed in the data; the one water tap of four at a commercial property that is not coded; cases that might never be discovered unless a comprehensive field analysis is performed.
    f. A careful study of billing intent and practice, including the rate variables, to verify both from the office and the field the ultimate billing to the customer.

g. A common sense, practical study of property specific issues such as process water, cooling tower, and sewer flow related to multiple water meters at a single property to verify that sewer billing is fair, accurate and according to ordinance.

2. **WCA does not offer:**
   a. Meter sales and/or replacement;
   b. Automated Meter Reading technology or services;
   c. Bill collection services;
   d. Leak loss services (aka "real loss")

The following two pages contain a sample field report and a Formal Work Order.

WCA FIELD WORK ORDER

reminder : have you checked each of these?

Crew:	Date:	Cons vs your estimate ☐	Fire Hydrant ☐
Start time:	Time on job:	Is sewer avaiable, & is it billed ☐	Fire line code & billing ☐
FWO # :	Related FWO#:	Do codes and meter sizes match ☐	Is sewer billed 100% of cons ☐

PROPERTY DATA

Cust Name (or business name):		
Account Number:	Service Address:	
Property Type:	Occupancy (# or %):	
Condition of property:	No. of units	No. Floors
Describe all uses of water:		
Contact Name:	**Title:**	
Telephone:	**Hours available:**	

METER DATA

Mtr 1 S/N:	Read:	Size: Mfg.:	Code: Active: Y N
Meter Notes:			

RECOMMENDED CORRECTIVE ACTION(S)

Water Company of America

WORKORDER # 006

Formal Work Order

SERVICE ADDRESS:
Joseph A. Customer
3589 NE 6 AVENUE
Anywhere, MS 12345

MAILING ADDRESS:

Account No.: 10-14-12510-05
Meter Number: 9347009
Folio No. : 123456789

Account status: active
Meter size: 5/8

Work Order Type

- ❑ **Unlisted service**
- ❑ **Active vs Inactive**
- ❑ **Read and/or Estimate**
- ❑ **Fireline Usage**
- ❑ **Account Coding**
- ❑ **Meter Size**
- ❑ **Physical Cond.**
- ❑ **Sewer Credit**
- ❑ **Other**
- ❑ **Inside vs Outside City**

Discovery Note and Comments

WCA research the account and interviewed the customer in the field. The rate billed for water and sewer service reflected the inside City limits rate. During the field research process it was observed and verified that the physical property is located outside the City limits.

Recommended Corrective Action

Modify the account code to accurately reflect the rate for a property outside the City Limits.

Water find	true
Sewer find	true
Stormwater find	true

Estimated Monthly Increase in Revenue $45.00

Submitted:_____ **Date:** _____
Approved:_____ **Date:** _____

CONTRACT
FOR
SERVICES

THE STATE OF: MISSISSIPPI

COUNTY OF: JACKSON

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT FOR SERVICES ("Contract") is made on the date of countersignature, hereinafter specified, by and between the City of Gautier ("City"), and ISI Water Company, a Texas corporation, with its principal office in Houston, Harris County, Texas (referred to herein as Water Company of America "WCA"). The initial addresses of the parties are as follows:

WCA	City
ISI Water Company	CITY OF GAUTIER
5215 Fidelity Street	3330 Highway 90
Houston, Texas 77029	Gautier, MS

WITNESSETH:

WHEREAS, the City desires to secure the performance of services of the highest quality by trained, skilled personnel; and

WHEREAS, WCA desires to provide such services in exchange for the fees hereinafter specified; and

WHEREAS, WCA has submitted a written proposal dated August 20, 2013 describing the proposed service;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"Account" is defined as a particular Water, Wastewater, Stormwater and/or Sanitation Service of the City. This definition includes all unauthorized service discovered by WCA that previously had not been given an Account number by the City.

"Base Revenue" is defined as the average monthly billings on an Account which appropriately and fairly reflects the benefit to the City of a proposed Work Order, for up to the twelve month period immediately preceding the completion of the Work.

"WCA Share" is defined as the fee to be paid by the City to WCA for performance of duties under this Contract, computed in accordance with Section 5.03 hereof.

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"WCA" is defined in the preamble of this Contract and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the City to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the City. This individual shall have a working knowledge of City protocol and operating procedures of the City, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the City.

"Director" is defined as the City's designated Utility manager who has ultimate authority and responsibility over this Contract.

"Documenting The Find" is defined as the notation by WCA on the Research report to the City or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work, that causes a specific Water, Wastewater or Stormwater Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of monthly income received by the City on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the City to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

"Research Report" is defined as the reports delivered to the City by WCA pursuant to Section 2.01 (C) (1) hereof.

"Water, Wastewater, Stormwater and/or Sanitation Service" is defined as the physical location of a City consumer, both known and unknown to the City, which utilizes services provided by the City.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Water, Wastewater, Stormwater and Sanitation Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a City Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service
WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the City's utility Services.

A) Investigation and Field Work
B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
   1) Investigate each Account and determine if there is a loss of revenue to the City associated with that Account.
   2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
C) Reports
   1) WCA shall provide to the City on a periodic basis a complete list of all Accounts researched on which WCA has identified potential increased revenues to the City. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
   2) WCA may provide the Contract Administrator a monthly status report. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month. This report shall be due on or before the 10th calendar day each month or as requested by the City.

D) WCA warrants that all work shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the City ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the City shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the City, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an account of which the City has prior knowledge and is attempting to remedy. Such a Find being remedied by the City is exempted from WCA Work. These cases fall into two categories and require that WCA shall: 1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and 2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific account problem known to the City and made known to WCA, that the City is in the process of remedying.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the City to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the City.

ARTICLE III

City Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the City:

A) In addition to its other duties under this Contract, the City shall, to the extent permitted by law for each Account, promptly provide access to all the data and records in the possession of the City and provide copies of any documents in the possession or control of the City or available to the City which are requested by WCA and are reasonably necessary for WCA to perform its duties under this Contract. CSIS data shall be in two forms. First, a monthly download (transmitted via FTP, written to portable drive or CD) of select fields of Account data generated by an automatic script or macro. Second, an electronic modem link to the CSIS for the viewing and extracting of "real time" information. At no time will WCA be able to input a change or modification to an Account by way of this link.
B) Upon execution of this Contract by all parties, the City will coordinate a post-award meeting with WCA and all designated management personnel representing the City under this Contract in order to fully explain all the aspects of this Contract.
C) The City shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within ten (10) working days of the date of submittal, the City shall advise WCA of the disposition of the Work Order request (approved or denied).
D) The City shall timely implement the recommended corrective action identified in the Work Order once approved. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the City shall issue to WCA written notification of a fifteen day extension. Work Orders that involve changes to physical service shall be expedited with all reasonable haste. Both parties recognize and agree that the purpose and intent of the project cannot be

realized until approved changes have been implemented and accounts are fairly and accurately billed. If account changes are not completed by the City within the time frames described, the City shall approve and pay an estimate of the WCA Share (ref 5.02 C).

E) The Contract Administrator shall assist WCA in its dealings with any City department.

F) The City shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the City chooses. Once documented, the City shall not deny approval of a Work Order due to any action taken by the City during the approval process.

G) On each Account for which WCA has Documented the Find and the City has subsequently collected a billing, the City shall issue to WCA, at least monthly, a verification of the following information:
   1) Account Name
   2) Account Number
   3) Service Address
   4) Amount Billed
   5) Base Average in dollars
   6) Amount Collected
   7) The WCA Share
   8) WCA Work Order Number

H) Matters not specifically covered by this Contract will have procedures established by mutual agreement of WCA and the Contract Administrator.

I) At all times, the spirit of this Contract will be upheld by both the City and WCA. WCA is performing a service to the City by increasing revenue to the City. The City has given WCA authorization to perform the defined duties of this Contract and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA hereby agrees at all times to defend, indemnify and hold the City harmless from and against any and all liability, losses or costs arising from claims for damages, or suits for loss or damage, including without limitation out-of-pocket costs and reasonable attorneys fees, which arise as a result of WCAs negligence or failure to properly perform this Contract, whether such claims are asserted before or after the termination of this Contract.

4.02 - Insurance

Throughout the term of this Contract, WCA shall carry and maintain the following insurance coverage with a company or companies reasonably satisfactory to the Director, and policies of insurance that meet the requirements of the State. The City shall be named as an additional insured on all such policies for this Contract, and the policy shall provide that the Director will be given at least ten (10) days notice in case of cancellation. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

A) Comprehensive General Liability Insurance including Contractual Liability:
   Bodily Injury & Property Damage
   $ 1,000,000 per occurrence
   $ 2,000,000 aggregate

B) Worker's Compensation with Employees Liability including Broad Form All States Endorsement: $ 1,000,000

ARTICLE V

Payment

5.01 - Limitation Of Funds

Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the City's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Contract.

5.02 - Payment for Services

A) If any Work performed by WCA to an Account results in Increased Revenues to the City, WCA shall be entitled to a WCA Share for such Work equal to 55% of all Increased Revenues (as defined in Article I of this Contract) for a term of 36 months thereafter, referred to in 6.01 TERM as Phase Two. The 36 month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.
B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the City within thirty calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 10% per annum until paid. Should the City choose to eliminate rate increases from Increased Revenue, the City shall pay an accounting charge to WCA.
C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the City shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 – Dispute Resolution

The City and WCA shall promptly notify each other of any controversy which shall arise with respect to the computation of any payments or fees due to WCA hereunder. Each party shall act in good faith and shall make its best reasonable effort to resolve the dispute within thirty (30) days after receipt of any invoice disputing such payments or fees. Any dispute which cannot be resolved by the parties may be addressed in a court of competent jurisdiction.

ARTICLE VI

Term and Termination

6.01 - In General

This Contract shall be effective from and after the issuance by the City of the Notice to Proceed. The term of the Contract is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty six (36) months. At the end of the primary term of phase one, the phase one term may be renewed by the Director for successive periods of twelve (12) months, upon the written agreement of both

parties. Phase two is the period of time during which the WCA Share is determined (reference 5.02 A). Therefore the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 36 month revenue sharing period for each Find approved by the City.

6.02 - Termination
Either party may terminate phase one (the operations period) of this Contract by giving a thirty day written notice to the other party of the intent to terminate. The City agrees that for three (3) years after termination of this Agreement, however brought about, the City shall, during normal business hours, provide WCA with access to and the determination of fees and payments owed to WCA hereunder.

6.03 - Earned Fees
The duties and obligations of the City to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period) of this Contract.

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor
The relationship between WCA and the City shall be that of an independent contractor.

7.02 - Business Structure and Assignments
Other than by operation of law, WCA shall not delegate or assign any portion of this Contract without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under this Contract. Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned (such identity to be established by providing the invoice number, task description and unit price to each item assigned). If reasonable proof as described above, is not provided to the Director, the City may continue to pay the assignor.

7.03 - Subcontractors
WCA may subcontract any part of its performance under this Contract without the written approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Contract as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest
This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and WCA only.

7.05 - Non-waiver
Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy

strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws
This Contract is subject to all laws of the State of domicile of the City, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body having jurisdiction.

7.07 - Notices
All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof are at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.08 - Equal Employment Opportunity
WCA will comply with all laws, ordinances and policies set by the City in reference to Equal Employment Opportunities.

7.09 - Force Majeure
In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under this Contract, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority
An approval by the Director, or by any other instrumentality of the City, of any part of WCA's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than required by this Contract or by law. No party is authorized to vary the terms of this Contract.

7.11 - Remedies Cumulative
The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate this Contract except in accordance with the provision hereof.

7.12 - Representations
A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under this Contract. WCA represents that it has experience in performing all of the services to be performed hereunder and these services shall be of the highest professional quality.
B) The City represents that it is a duly authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its members, the City has duly authorized the execution, delivery and performance by this Agreement.