SOQUEL/APTOS GROUNDWATER MANAGEMENT PLAN
SPECIAL BASIN IMPLEMENTATION GROUP (BIG) MEETING

Monday, February 10, 2014 5:30 p.m.
Soquel Creek Water District Board Room
5180 Soquel Dr., Soquel, CA

1. CALL TO ORDER

2. ROLL CALL

   Bruce Jaffe, Soquel Creek Water District
   Don Hoernschemeyer, Soquel Creek Water District
   Carol Monkerud, Central Water District
   Bob Postle, Central Water District
   Bill Wigginton, Seascape Greens HOA Well

3. APPROVAL OF MINUTES - None

4. ORAL COMMUNICATIONS

5. ADMINISTRATIVE BUSINESS

   5.1 Review and approve the Mid-County Groundwater Advisory Committee draft framework and budget

   5.2 Direction to Staff Regarding the Joint Exercise of Powers Agreement (JPA) Between Central Water District (CWD) and Soquel Creek Water District (SqCWD) Regarding the Addition of Santa Cruz County

6. INFORMATION ITEMS

7. ADJOURNMENT
MEMO TO THE BASIN IMPLEMENTATION GROUP

Subject: Agenda Item No. 5.1 Review and Approve the Mid-County Groundwater Advisory Committee Draft Framework and Budget

Attachment: Mid-County Groundwater Stakeholder Advisory Committee Draft Framework of Formation and Function

At the November 12, 2013 Basin Implementation Group Meeting, there was discussion that Soquel Creek Water District (SqCWD) and Central Water District (CWD) partner with the County of Santa Cruz (County) to initiate a community conversation with private well pumpers and other community stakeholders within the Soquel Aptos Groundwater Management Basin.

Since that time, staff from the County, SqCWD, and CWD has met to develop and create the framework to establish a Mid-County Groundwater Stakeholder Advisory Committee (see attached).

The role and purpose of this committee will be to:
• Broaden the engagement with groundwater basin users to promote open and effective communication
• Explore issues including groundwater hydrology, protection of groundwater quality, groundwater rights and management institutions, and sustainability
• Advise in the development of a set of recommendations for the County, SqCWD, and CWD on groundwater basin protection and management strategies for all basin users in addressing mid-county water issues.

It is estimated that the committee will meet approximately 5 times over a 12-month period and the overall effort will cost $15,000. Since the BIG meets infrequently, we request approval of $20,000. All payments to the County for services will be on an Hourly Not to Exceed basis. As prescribed in the First Amendment to the Joint Powers Agreement, the cost would be split would be $17,800 (89%) for SqCWD and $2,200 (11%) for CWD. Because of the estimated cost, approval of the Framework and Budget by the Soquel Creek Water District is also required.

RECOMMENDED ACTION

By MOTION, approve the framework for the Mid-County Groundwater Stakeholder Advisory Committee and budget.

By _______________________________
Kim Adamson, General Manager
Soquel Creek Water District

By _______________________________
Ralph Bracamonte, General Manager
Central Water District
Mid-County Groundwater Stakeholder Advisory Committee
Draft Framework of Formation and Function

Date: January 24, 2014

Nearly all of Santa Cruz County's domestic water supply is derived from local surface water (streams and reservoirs - 20% of supply) and groundwater (80% of supply), which are fed entirely by precipitation and do not receive any imported water. Our region faces major water supply challenges in that most groundwater basins have more water removed on an annual basis than is replaced and the major water supply agencies do not have sufficient sustainable supplies to meet current and future demand, even with very effective water conservation programs already in place. Active seawater intrusion, whereby the groundwater basin is contaminated with seawater, is impacting production wells in south county (Pajaro Valley region) and has been detected in the mid-county coastal monitoring network (Pleasure Point area and Seascape/La Selva Beach).

Santa Cruz County (County), in partnership with the Soquel Creek Water District (SqCWD) and Central Water District (CWD), has initiated a draft framework for an investigation of issues related to groundwater issues in the Mid-County region.

The following is a draft framework of the committee for consideration and input:

1. **Name**
   Mid-County Groundwater Stakeholder Advisory Committee

2. **Purpose and Role**
   Committees need to know what role they play and what value they are adding to the groundwater management process. A clear understanding of their relationship to the County, SqCWD, and CWD and how they relate to the wider public is essential.

   The role and purpose of the committee will be to:
   - Broaden the engagement with groundwater basin users to promote open and effective communication
   - Explore issues including groundwater hydrology, protection of groundwater quality, groundwater rights and management institutions, and sustainability
   - Advise in the development of a set of recommendations for the County, SqCWD, and CWD on groundwater basin protection and management strategies for all basin users in addressing mid-county water issues.

3. **Timeline and Meetings**
   Total duration is approximately 12-months, with an initial kick-off meeting in April or May 2014. Committee meetings tentatively have been outlined to address:
• Meeting 1: Purpose of the committee, discuss goals and objectives, meeting decorum, and discuss drivers for engaging in this process.

• Meeting 2: Committee to discuss current problems facing mid-county area and the likelihood of future problems. Review groundwater hydrology and conditions, studies that have been adopted, and current and future work on data gathering.

• Meeting 3: Overview of California water rights and management institutions (such as groundwater replenishment district).

• Meeting 4: Develop functional objectives based on the perceived current and future problems identified in Meeting #2.

• Meeting 5: Develop a set of recommendations and strategies for groundwater resource management to provide to the County and the water agencies for consideration. Working with staff and other qualified representatives, identify which tools/reports can inform the proposed set of strategies and identify data gaps or actions that would need to be addressed.

4. Membership
The committee should be comprised of a diverse representation of groundwater basin users to represent our mid-county community including: SqCWD customers, CWD customers, City of Santa Cruz Water customers, residential single family home private well owners, mutual well owners, large/recreation private well owners, representative from various community sectors (education, hotel/tourism, environmental organizations, real estate/development, business, medical/critical services, agriculture, and wine). The size of the committee is not limited, but we will ask that those who choose to take part commit to the entire process.

5. Facilitation and Administration
John Ricker, Water Resources Division Director for Santa Cruz County, will serve as the committee’s facilitator. Melanie Mow Schumacher, Special Projects Engineer for SqCWD, will serve as committee coordinator, and Kim Adamson (General Manager, SqCWD) and Ralph Bracamonte (General Manager, CWD) will provide joint management of this effort. Additional staff support will be provided by the County of Santa Cruz.

6. Funding
Anticipated costs associated with this effort includes:
• staff time by County, SqCWD, and CWD representatives
• Room Rental Fees and Incidentals (Use of Community Foundation Building is ideal since it’s free during the day and a nominal fee in the evenings)
• Speaker fees
• Public outreach materials
Funding for these efforts shall be shared based on the percentage cost split defined in the Joint Exercise of Powers Agreement (JPA) between Soquel Creek Water District and Central Water District.

It is estimated that this effort will cost approximately $15,000.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Staff Time (finalize committee framework, plan and conduct meetings)</td>
<td>$8,500</td>
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<tr>
<td>Room Rentals and Incidentals</td>
<td>$1,500</td>
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<tr>
<td>Speaker Fees</td>
<td>$2,000</td>
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<tr>
<td>Public Outreach Materials (copies, handouts, meeting advertisements)</td>
<td>$3,000</td>
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<td></td>
<td>Not to exceed $15,000</td>
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<tr>
<td>SqCWD Portion (89%)</td>
<td>$13,350</td>
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<tr>
<td>CWD Portion (11%)</td>
<td>$1,650</td>
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7. Milestones

a. Committee to agree on purpose, role, process, timeline, and workplan.

b. Committee to share their issues and concerns related to groundwater problems facing the mid-county area and how they foresee the likelihood of future problems.

c. Committee to get an understanding of the Soquel-Aptos Groundwater Area (including its hydrogeology, the existing studies, reports, and plans, and existing governance structures), who uses the water and what are the groundwater rights in California, and the regional concerns of seawater intrusion and climate change.

d. Committee to develop functional objectives based on the perceived current and future problems identified (see milestone b above).

e. Committee to develop a set of recommendations and strategies.
MEMO TO THE BASIN IMPLEMENTATION GROUP

February 10, 2014

Direction to Staff Regarding the Joint Exercise of Powers Agreement (JPA) Between Central Water District (CWD) and Soquel Creek Water District (SqCWD) Regarding the Addition of Santa Cruz County

Attachments:
1. Executed First Amendment to the Joint Exercise of Powers Agreement
2. Executed Second Amendment to the Joint Exercise of Powers Agreement

On July 28, 2009, the Basin Implementation Group (BIG) approved the First Amendment to the Joint Exercise of Powers Agreement (JPA) (Attachment 1). Subsequent to the BIG approval, a joint resolution (SqCWD 09-29 and CWD 04-09) was adopted by each board of directors, approving and executing the first amendment in August of 2009.

Annually, the Board of Directors for SqCWD and CWD each appoint two committee members to serve on the BIG. The 5th committee member is to be selected by the boards of both CWD and SqCWD and shall be a person served by, owning, or managing a private well or a person residing in either district who has broad experience in water supply. The 5th committee member now serves a two year term.

Every committee member has a single vote and all votes are decided by a majority with the exception of financial decisions which are decided only by representatives of Central and Soquel.

Currently the Districts of Central and Soquel are partnering with the county, possibly through the BIG, to facilitate a discussion with other pumpers in the basin about the shared problems of the overdrafted basin and seawater intrusion. The end result of that process may be the enactment through the BIG of a Replenishment District. The boundaries of such a District are limited to the jurisdictional boundaries of the BIG partners. If the BIG were to allow the county to join the committee, this would allow the boundaries of any Replenishment District to more accurately reflect the impacted area of the groundwater basin.

In light of the partnership between the two agencies and the county, it makes sense to consider whether allowing the county to appoint a single representative to the committee would allow us to better address our current groundwater management
efforts as well as any future efforts. Since the county is not a water purveyor and does not pull out of the basin themselves, they could hold a position similar to the current 5th position. They would have a single vote for all non-financial matters and no vote for those issues with a financial impact. If on the other hand, they wanted to determine a fair way to cost share with the Districts, they could be granted full voting powers.

INFORMATIONAL ITEM

1. Please provide direction to staff whether a Third Amendment to the Joint Exercise of Powers Agreement should be prepared for consideration at the regular May meeting of the Basin Implementation Group providing for membership of Santa Cruz County as a member, with or without a cost share provision.

By ______________________________  By ________________________

Kim Adamson, General Manager  Ralph Bracamonte, General Manager
Soquel Creek Water District  Central Water District
JOINT EXERCISE OF POWERS AGREEMENT

The parties to this Agreement are the CENTRAL WATER DISTRICT, a County Water District organized pursuant to California Water Code Sections 30000, et. seq. (hereinafter referred to as "CENTRAL") and the SOQUEL CREEK WATER DISTRICT, a County Water District organized pursuant to California Water Code Sections 30000, et. seq. (hereinafter referred to as "SOQUEL").

RECITALS

A. CENTRAL is a County Water District whose service area is in Santa Cruz County roughly extending from Rob Roy Junction to Corralitos.

B. SOQUEL is a County Water District whose service area extends roughly from 41st Avenue to the eastern boundary of CENTRAL.

C. Both districts draw groundwater from two ground water formations: the Purisma Formation and the Aromas Red Sands Formation which are the sources of groundwater for the mid-county area of Santa Cruz County.

D. On or about July 19, 1994 each of the Board of Directors of Central and Soquel in
each of their respective meetings enacted a joint resolution of intention to draft a ground water management plan pursuant to Assembly Bill 3030 (now part 2.75 of Division 6 of the California Water Code). A copy of the joint resolution is attached as Exhibit A.

E. Each of the Districts wishes to establish a joint exercise of powers entity (pursuant to California Government Code Section 6500 et seq.) to draft the ground water management plan.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Establishment of Committee. There is hereby established a groundwater management plan committee composed two board members from SOQUEL and two board members from CENTRAL, each of whom shall be appointed by their respective boards and one member from a mutual water company who will serve as the public member of the committee to give voice to the concerns of those water extractors who are not part of the joint exercise of powers authority. The committee shall select a chairperson from among its ranks. The general managers of CENTRAL and SOQUEL shall serve as staff to the committee.

2. Compensation. Each board member attending the meetings of the committee shall be compensated by his or her respective board as that board so decides. No compensation shall be paid to any member of the committee by the committee. The respective managers shall be compensated by their respective entities as they shall agree.

3. Powers of the Committee. The Committee shall be empowered to draft a groundwater management plan in accordance with the joint resolution of the respective
boards. In drafting the plan, the Committee shall be authorized to hire and pay consultants to assist in the drafting of the ground water management plan and the costs of such consultants shall be paid by the respective districts on a formula based on 92% paid by SOQUEL and 8% paid by CENTRAL. Costs of implementation of the plan shall be decided with respect to each implementation by the respective boards.

The Committee shall draft a ground water management plan which shall include, but not be limited to, the following:

a. Monitoring and control of saline intrusion.

b. Identification and management of wellhead protection areas and recharge areas.

c. Identification of well construction policies.

d. Monitoring of groundwater levels and storage.

e. Facilitating conjunctive use operations.

f. Development and fostering of relationships with other public entities, local, State and Federal that monitory ground water matters.

g. Review of land use plans and coordination with land use planning agencies to assess activities and potential impacts of activities which have an impact on groundwater quantity and quality.

h. Monitoring groundwater production.

i. Contact State and Federal agencies concerning groundwater matters.
j. Take any and all necessary actions to protect groundwater basins.

k. Any other item which can be included in such a plan under the provisions of AB3030.

The Committee shall report to the respective Boards on an ongoing basis as to the status of their draft plan. The final plan shall be approved by a majority of both Boards of Directors.

4. **Meetings of the Committee.** The Committee shall meet as frequently as necessary to carry out its duties, but no less than quarterly.

5. **Time Lines.** The Committee shall submit to the respective boards of directors no later than June 1, 1995, a time line for completion of the ground water management plan. The draft of the proposed plan shall be submitted to the respective boards of directors no later than January 15, 1996. The final plan shall be submitted to the respective boards for adoption no later than April 15, 1996 and adopted prior to July 1, 1996.

6. **Amendment.** This Agreement may be amended by resolution of both the Board of Directors of Central and Soquel.

DATED: **3/30**, 1995

**CENTRAL WATER DISTRICT**

[Signature]

Authorized Official

**SOQUEL WATER DISTRICT**

[Signature]

Authorized Official
FIRST AMENDMENT

TO

JOINT EXERCISE OF POWERS AGREEMENT

The parties to this First Amendment to Joint Exercise of Powers Agreement are CENTRAL WATER DISTRICT, a County Water District organized pursuant to California Water Code Section 30,000 et. seq. (hereinafter CENTRAL) and the SOQUEL CREEK WATER DISTRICT, a County Water District organized pursuant to California Water Code Section 30,000 et. seq. (hereinafter SOQUEL).

RECITALS

A. The parties have heretofore entered into a Joint Exercise of Powers Agreement (hereinafter sometimes referred to as JPA) for the purpose of creating a Groundwater Management Plan (hereinafter sometimes referred to as GMP) concerning the management of the groundwater basins which the respective parties share.

B. Pursuant to that Joint Exercise of Powers Agreement, the parties appointed a committee which drafted a Groundwater Management Plan and subsequently amended that plan in accordance with applicable law all of which action was adopted and ratified by the respective Boards of Directors of each of the parties.

C. With the establishment of the GMP, the parties recognize the need to continue the Joint Exercise of Powers Agreement to provide for governance to oversee the implementation of the GMP, cost sharing provisions with respect to the activities required by the GMP, the identification of mutually beneficial projects, and provisions for the addition or withdrawal of parties from the JPA.

Now Therefore, upon the adoption of resolutions by the Board of Directors of CENTRAL and the Board of Directors of SOQUEL, it is hereby agreed:

1. The Committee. The Ground Water Management Committee, established under the original JPA is hereby made a permanent committee known as the Basin Implementation Group (BIG). The duties of the BIG shall include, but not be limited to:

   a) assuring that the goals and objectives identified in the Groundwater Management Plan are pursued in a reasonable and timely manner;
b) reviewing the annual report on the status of the basin and reviewing progress made to meet the Groundwater Management Plan’s goals and objectives;

c) modifying the Groundwater Management Plan as needed to address any new or escalated issues within the groundwater basin;

d) directing future updates to the Groundwater Management Plan every five years or more frequently if needed to reflect changes in State law or in local conditions/programs;

e) recommending joint projects to the respective governing bodies which are of regional benefit, e.g. general subsidence monitoring, recharge within shared portions of the basin, etc.

Said committee shall continue to be composed of two members from the CENTRAL Board of Directors and two members from the SOQUEL Board of Directors, each of whom shall be appointed by their respective boards and one public member who shall be selected by the boards of both CENTRAL and SOQUEL who shall be a person served by, owning, or managing a private well or a person residing in either the CENTRAL or SOQUEL District who has broad experience in water supply. The Committee shall select a chair from among its elected members with the chair alternating every two years between a director of Central and a director of Soquel. All votes of the committee shall be decided by a majority vote of the committee except for fiscal decisions (those decisions involving the incurring of debt or expenditure of funds) which shall be decided only by the members of the Committee who are elected representatives of Central and Soquel. Those fiscal decisions shall also be decided by a majority vote of those persons eligible to vote on those matters.

2. Staff. The general managers of CENTRAL and SOQUEL shall serve as staff to the committee.

3. Compensation. Each board member attending meetings of the committee shall be compensated by his or her respective board as each board so decides. No compensation shall be paid by the committee. The staff shall be paid by their respective entities as they so agree.

4. Funding. The Committee is authorized to hire consultants to assist in the management and implementation of the GMP. The costs of reports prepared under this agreement and other management and implementation expenses agreed upon by the BIG shall be shared on a proportional basis of the total annual groundwater use as measured by each agency for the preceding water year. Based on use for 2008, the percentage cost to each agency would be as follows:

CENTRAL  11%

SOQUEL  89%
In the event that additional members are added to the JPA, all of the members shall agree on a new cost sharing to fund the costs of the JPA.

5. Withdrawal. Any party may withdraw as a participant in the JPA, with the understanding that the remaining party or parties may continue to fund and implement the GMP for the benefit of the ground water basin. Notice of withdrawal shall be by a resolution of the respective board of directors and provide thirty (30) day written notice of intent to withdraw. Any funds due or obligations to pay incurred as of the date of withdrawal shall be due and payable irrespective of the withdrawal.

6. Additional Members. On the approval of the Boards of Directors of both parties to this agreement, and that of any subsequent party added to this agreement, additional parties may be added to this JPA.

7. Additional Goals. An additional goal of the Committee shall be to identify and develop groundwater projects which are mutually beneficial to all members.

8. Functions of the Committee. In addition to the functions previously described in this agreement, the Committee shall have the ability to recommend to their respective Boards of Directors, policies and programs which will enhance the GMP. The Committee shall meet at least once annually, or more as needed, and minutes of their meetings shall be maintained and furnished to the Boards of Directors of the members.

9. Non-Restrictive of Independent Activities. This agreement does not preclude any agency from pursuing programs and projects related to groundwater management either independently or in cooperation with other agencies that may or may not be a party to the Soquel-Aptos Area Groundwater Management Joint Powers Agreement.

10. Amendment. This Agreement may be amended by resolution of the Board of Directors of all members of the JPA.

Dated: _______________ 2009

CENTRAL WATER DISTRICT

Authorized Officer

SOQUEL CREEK WATER DISTRICT

Authorized Officer
SECOND AMENDMENT
TO
JOINT EXERCISE OF POWERS AGREEMENT

The parties to this Second Amendment to Joint Exercise of Powers Agreement are CENTRAL WATER DISTRICT, a County Water District organized pursuant to California Water Code Section 30,000 et. seq. (hereinafter CENTRAL) and the SOQUEL CREEK WATER DISTRICT, a County Water District organized pursuant to California Water Code Section 30,000 et. seq. (hereinafter SOQUEL).

RECITALS

A. The parties have heretofore entered into a Joint Exercise of Powers Agreement (hereinafter sometimes referred to as JPA) for the purpose of creating a Groundwater Management Plan (hereinafter sometimes referred to as GMP) concerning the management of the groundwater basins which the respective parties share.

B. Pursuant to that Joint Exercise of Powers Agreement, the parties appointed a committee which drafted a Groundwater Management Plan and subsequently amended that plan in accordance with applicable law all of which action was adopted and ratified by the respective Boards of Directors of each of the parties.

C. With the establishment of the GMP, the parties recognize the need to continue the Joint Exercise of Powers Agreement to provide for governance to oversee the implementation of the GMP, cost sharing provisions with respect to the activities required by the GMP, the identification of mutually beneficial projects, and provisions for the addition or withdrawal of parties from the JPA.

Now Therefore, upon the adoption of resolutions by the Board of Directors of CENTRAL and the Board of Directors of SOQUEL, it is hereby agreed:

1. The Committee. The Ground Water Management Committee, established under the original JPA is hereby made a permanent committee known as the Basin Implementation Group (BIG). The duties of the BIG shall include, but not be limited to:

   a) assuring that the goals and objectives identified in the Groundwater Management Plan are pursued in a reasonable and timely manner;
b) reviewing the annual report on the status of the basin and reviewing progress made to meet the Groundwater Management Plan's goals and objectives;

c) modifying the Groundwater Management Plan as needed to address any new or escalated issues within the groundwater basin;

d) directing future updates to the Groundwater Management Plan every five years or more frequently if needed to reflect changes in State law or in local conditions/programs;

e) recommending joint projects to the respective governing bodies which are of regional benefit, e.g. general subsidence monitoring, recharge within shared portions of the basin, etc.

Said committee shall continue to be composed of two members from the CENTRAL Board of Directors and two members from the SOQUEL Board of Directors, each of whom shall be appointed by their respective boards and one public member who shall be selected by the boards of both CENTRAL and SOQUEL who shall be a person served by, owning, or managing a private well or a person residing in either the CENTRAL or SOQUEL District who has broad experience in water supply. The 5th committee member shall be appointed to serve a two year term. The Committee shall select a chair from among its elected members with the chair alternating every two years between a director of Central and a director of Soquel. All votes of the committee shall be decided by a majority vote of the committee except for fiscal decisions (those decisions involving the incurring of debt or expenditure of funds) which shall be decided only by the members of the Committee who are elected representatives of Central and Soquel. Those fiscal decisions shall also be decided by a majority vote of those persons eligible to vote on those matters.

2. Staff. The general managers of CENTRAL and SOQUEL shall serve as staff to the committee.

3. Compensation. Each board member attending meetings of the committee shall be compensated by his or her respective board as each board so decides. No compensation shall be paid by the committee. The staff shall be paid by their respective entities as they so agree.

4. Funding. The Committee is authorized to hire consultants to assist in the management and implementation of the GMP. The costs of reports prepared under this agreement and other management and implementation expenses agreed upon by the BIG shall be shared on a proportional basis of the total annual groundwater use as measured by each agency for the preceding water year. Based on use for 2008, the percentage cost to each agency would be as follows:

   CENTRAL  11%

   SOQUEL   89%
In the event that additional members are added to the JPA, all of the members shall agree on a new cost sharing to fund the costs of the JPA.

5. Withdrawal. Any party may withdraw as a participant in the JPA, with the understanding that the remaining party or parties may continue to fund and implement the GMP for the benefit of the ground water basin. Notice of withdrawal shall be by a resolution of the respective board of directors and provide thirty (30) day written notice of intent to withdraw. Any funds due or obligations to pay incurred as of the date of withdrawal shall be due and payable irrespective of the withdrawal.

6. Additional Members. On the approval of the Boards of Directors of both parties to this agreement, and that of any subsequent party added to this agreement, additional parties may be added to this JPA.

7. Additional Goals. An additional goal of the Committee shall be to identify and develop groundwater projects which are mutually beneficial to all members.

8. Functions of the Committee. In addition to the functions previously described in this agreement, the Committee shall have the ability to recommend to their respective Boards of Directors, policies and programs which will enhance the GMP. The Committee shall meet at least once annually, or more as needed, and minutes of their meetings shall be maintained and furnished to the Boards of Directors of the members.

9. Non-Restrictive of Independent Activities. This agreement does not preclude any agency from pursuing programs and projects related to groundwater management either independently or in cooperation with other agencies that may or may not be a party to the Soquel-Aptos Area Groundwater Management Joint Powers Agreement.

10. Amendment. This Agreement may be amended by resolution of the Board of Directors of all members of the JPA.

Dated: November 19, 2013

CENTRAL WATER DISTRICT

[Signature]
Authorized Officer

SOQUEL CREEK WATER DISTRICT

[Signature]
Authorized Officer