



Santa Clara Valley Water District Board of Directors Meeting

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California
Join Zoom Meeting: <https://valleywater.zoom.us/j/84454515597>

***AMENDED/APPENDED CLOSED SESSION AND REGULAR MEETING AGENDA**

**Tuesday, November 25, 2025
11:00 AM**

***ITEMS AMENDED AND/OR APPENDED SINCE THE ORIGINAL PUBLICATION OF THIS AGENDA
ARE IDENTIFIED BY AN ASTERISK (*) HEREIN**

District Mission: Provide Silicon Valley safe, clean water for a healthy life, environment and economy.

DISTRICT BOARD OF DIRECTORS
Tony Estremera, Chair-District 6
Richard P. Santos, Vice Chair-District
3
John L. Varela-District 1
Shiloh Ballard-District 2
Jim Beall-District 4
Nai Hsueh-District 5
Rebecca Eisenberg-District 7

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available to the public through the legislative body agenda web page at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to participate in the legislative body's meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 630-2277.

MELANIE RICHARDSON
Interim Chief Executive
Officer

CANDICE KWOK-SMITH
Clerk, Board of the Directors
(408) 630-3193
www.valleywater.org

Note: The finalized Board Agenda, exception items and supplemental items will be posted prior to the meeting in accordance with the Brown Act.

Santa Clara Valley Water District Board of Directors

***AMENDED/APPEDED AGENDA**

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Expressway, San Jose, California

Join Zoom Meeting:

<https://valleywater.zoom.us/j/84454515597>

IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS

Santa Clara Valley Water District (Valley Water) Board of Directors/Board Committee meetings are held as a “hybrid” meetings, conducted in-person as well as by telecommunication, and is compliant with the provisions of the Ralph M. Brown Act.

To maximize public safety while still maintaining transparency and public access, members of the public have an option to participate by teleconference/video conference or attend in-person. To observe and participate in the meeting by teleconference/video conference, please see the meeting link located at the top of the agenda. If attending in-person, you are required to comply with Ordinance 22-03 - AN ORDINANCE OF THE SANTA CLARA VALLEY WATER DISTRICT SPECIFYING RULES OF DECORUM FOR PARTICIPATION IN BOARD AND COMMITTEE MEETINGS located at <https://s3.us-west-2.amazonaws.com/valleywater.org.if-us-west-2/f2-live/s3fs-public/Ord.pdf>

In accordance with the requirements of Gov. Code Section 54954.3(a), members of the public wishing to address the Board/Committee during public comment or on any item listed on the agenda, may do so by filling out a Speaker Card and submitting it to the Clerk or using the “Raise Hand” tool located in the Zoom meeting application to identify yourself in order to speak, at the time the item is called. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and granted speaking access to address the Board. Written comments on any item on the agenda may be submitted to clerkoftheboard@valleywater.org or board@valleywater.org.

- Members of the Public may test their connection to Zoom Meetings at: <https://zoom.us/test>
- Members of the Public are encouraged to review our overview on joining Valley Water Board Meetings at: <https://www.youtube.com/watch?v=TojJpYCxXm0>

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This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Sections 54950 et. seq. and has not been prepared with a view to informing an investment decision in any of Valley Water’s bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water’s bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities

disclosures and Valley Water's Investor Relations website, maintained on the World Wide Web at <https://emmam.srb.org/> and <https://www.valleywater.org/how-we-operate/financebudget/investor-relations>, respectively.

Under the Brown Act, members of the public are not required to provide identifying information in order to attend public meetings. Through the link below, the Zoom webinar program requests entry of a name and email address, and Valley Water is unable to modify this requirement. Members of the public not wishing to provide such identifying information are encouraged to enter "Anonymous" or some other reference under name and to enter a fictional email address (e.g., attendee@valleywater.org) in lieu of their actual address. Inputting such values will not impact your ability to access the meeting through Zoom.

Join Zoom Meeting:

<https://valleywater.zoom.us/j/84454515597>

Meeting ID: 844 5451 5597

Join by Phone:

1 (669) 900-9128, 84454515597#

1. CALL TO ORDER/ROLL CALL:

1.1. Roll Call.

2. 11:00 AM - CLOSED SESSION:

Notice to the Public: The Board of Directors meets in Closed Session in accordance with the Ralph M. Brown Act. Following the conclusion of Closed Session discussion, the Board will return for the remaining items on the regular meeting agenda.

2.1. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4)

Three potential cases.

[25-1013](#)

*2.2. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL

Pending Litigation Pursuant to Government Code Section 54956.9(d)(1)

Holiday Estates Maintenance Association v. Santa Clara Valley Water District

Santa Clara County Superior Court Case Number 25CV477398

[25-1049](#)

*2.3. District Counsel Report on Closed Session. (*Previously Listed as Item 2.2)

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

3.2. Orders of the Day.

A. Approximate Discussion Time (Board); and

B. Adjustments to the Order of Agenda Items.

3.3. Time Open for Public Comment on any Item not on the Agenda.

Notice to the public: Members of the public who wish to address the

Board/Committee on any item not listed on the agenda may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify yourself to speak. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and granted speaking access to address the Board/Committee. Speakers' comments should be limited to three minutes or as set by the Chair. The law does not permit Board/Committee action on, or extended discussion of, any item not on the agenda except under special circumstances. If Board/Committee action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Board/Committee may take action on any item of business appearing on the posted agenda.

- 3.4. Adopt a Resolution Recognizing the City of Santa Clara for Being the First City to Adopt Model Water Efficient New Development Ordinance Measures. [25-0880](#)

Recommendation: Adopt the resolution EXPRESSING APPRECIATION TO THE CITY OF SANTA CLARA for being the first city to adopt Model Water Efficient New Development Ordinance measures.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Resolution](#)

Est. Staff Time: 5 Minutes.

- *3.5. Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from San Jose Unified School District, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APNs 472-33-007 and 472-33-010, Real Estate File No. 4021-354 and 4021-467 (San Jose, District 2). (Deferred from October 14, 2025) [25-0943](#)

Recommendation: A. Open and conduct a Public Hearing to consider adoption of a Resolution of Necessity relating to the acquisition of real property interests from San Jose Unified School District, necessary to complete the Coyote Creek Flood Protection Project, Project No. 26174043;
B. Close the Public Hearing; and
C. Adopt the Resolution of Necessity DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

Manager: Bhavani Yerrapotu, 408-630-2735

Attachments: [Attachment A: Gov. Code 84308](#)
[Attachment 1: Resolution](#)
[Attachment 2: Notice of Intent](#)
[*Attachment 3: PowerPoint](#)
[*Handout 3.5-A: T. Morrison](#)
[*Handout 3.5-B: SJUSD](#)

Est. Staff Time: 10 Minutes.

- 3.6. Safe, Clean Water and Natural Flood Protection Program Annual Cycle Overview. [25-0972](#)

Recommendation: Receive an overview of the Safe, Clean Water and Natural Flood Protection Program Annual Cycle.

Manager: Luz Penilla, 408-630-2228

Attachments: [Attachment 1: PowerPoint](#)

Est. Staff Time: 20 Minutes.

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - *4.7) (Est. Time: 5 Minutes)

Notice to the public: There is no separate discussion of individual consent calendar items. Recommended actions are voted on in one motion. If an item is approved on the consent vote, the specific action recommended by staff is adopted. Items listed in this section of the agenda are considered to be routine by the Board, or delegated to the Board Appointed Officers (BAOs) yet required by law or contract to be Board approved (EL-7.10). Any item may be removed for separate consideration at the request of a Board member. Whenever a resolution is on the consent calendar, a roll call vote will be taken on the entire calendar. Members of the public wishing to address the Board on any consent items may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify themselves to speak.

- 4.1. Approve and Authorize the Interim Chief Executive Officer to Execute Amendment No. 1 to Joint Use Agreement No. A4201M with the City of Morgan Hill for West Little Llagas Creek Between Monterey Road and Ciolino Avenue (Morgan Hill, District 1). [25-0932](#)

Recommendation: A. Approve and authorize the Interim Chief Executive Officer to execute Amendment No. 1 to Joint Use Agreement No. A4201M, with the City of Morgan Hill for West Little Llagas Creek between Monterey Road and Ciolino Avenue; and
B. Delegate authority to the Interim Chief Executive Officer to approve future amendments to Joint Use Agreement No. A4201M with the City of Morgan Hill for West Little Llagas Creek between Monterey Road and Ciolino

Avenue.

Manager: Lisa Bankosh, 408-630-2618

Attachments: [Attachment A: Gov Code 84308](#)
[Attachment 1: Amendment No. 1](#)
[Attachment 2: Agreement No. A4201M](#)

- 4.2. Approve and Authorize the Interim Chief Executive Officer to Execute the Master Joint Use Agreement No. A5534X with the City of Gilroy (Gilroy, District 1). [25-0935](#)

Recommendation: A. Approve and authorize the Chief Executive Officer to execute Master Joint Use Agreement No. A5534X with the City of Gilroy; and
B. Delegate authority to the Chief Executive Officer to approve future renewals and amendments to Master Joint Use Agreement No. A5534X with the City of Gilroy.

Manager: Lisa Bankosh, 408-630-2618

Attachments: [Attachment A: Gov Code 84308](#)
[Attachment 1: Agreement No. A5534X](#)

- 4.3. Approve the Re-Appointments of Committee Members for Additional Two-Year Terms to the Environmental and Water Resources Committee. [25-0976](#)

Recommendation: Consider and approve the re-appointments of committee members for additional two-year terms to the Environmental and Water Resources Committee.

Manager: Candice Kwok-Smith, 408-630-3193

Attachments: [Attachment 1: SCVWD Resolution No. 17-75](#)

- 4.4. Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Permanente and Hale Creek Concrete Channel Repair Project, Disney Construction, Inc., Contractor, Project No. 62084001, Contract No. C0707 (Mountain View and Los Altos, District 7). [25-0781](#)

Recommendation: A. Accept the work on the Permanente and Hale Creeks Concrete Channel Repair Project, Project No. 62084001, Contract No. C0707 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder

Manager: Bhavani Yerrapotu, 408-630-2735
Emmanuel Aryee, 408-630-3074

Attachments: [Attachment 1: Notice of Completion and Acceptance of Work](#)
[Attachment 2: Construction Contract Acceptance](#)
[Attachment 3: Project Completion Letter](#)
[Attachment 4: Construction Photos](#)
[Attachment 5: Project Delivery Process Chart](#)

- 4.5. Denial of Claim Submitted by First Community Housing and Betty Anne Gardens, L.P. Represented by Strategy Law, LLP. [25-0739](#)

Recommendation: Deny the claim.

Manager: Carlos Orellana, 408-630-2755

Attachments: [Attachment 1: Claim](#)
[*Handout 4.5-A: Strategy Law, LLP](#)

- *4.6. Accept the CEO Bulletin for the Weeks of November 7 - 20, 2025. [25-1014](#)

Recommendation: Accept the CEO Bulletin.

Manager: Melanie Richardson, 408-630-2017

Attachments: [Attachment 1: 11202025 CEO Bulletin](#)

- *4.7 Approval of Minutes. [25-1003](#)

Recommendation: Approve the minutes.

Manager: Candice Kwok-Smith, 408-630-3193

Attachments: [Attachment 1: 10/14/2025 Meeting Minutes](#)

5. BOARD OF DIRECTORS:

- 5.1. Consider the October 7, 2025, Board Policy and Monitoring Committee Recommendation to Adopt a Proposed Resolution Setting Forth a Revised, Increased Fee Schedule for Administering Santa Clara Valley Water District's Well Permitting and Inspections Program. [25-0951](#)

Recommendation: Consider recommendations resulting from the October 7, 2025, Board Policy and Monitoring Committee meeting to:

- A. Adopt the Resolution ADOPTING A REVISED FEE SCHEDULE FOR ADMINISTERING SANTA CLARA VALLEY WATER DISTRICT'S WELL PERMITTING AND INSPECTIONS PROGRAM (SUPERSEDING RESOLUTION NO. 17-52).
- B. Provide feedback and recommendations to staff as necessary.

Manager: Greg Williams, 408-630-2867

Attachments: [Attachment 1: SCVWD Resolution 17-52](#)
[Attachment 2: Current Well/Permit Fees Comparison](#)
[Attachment 3: Resolution](#)

Est. Staff Time: 5 Minutes.

*5.2. Board Committee Reports. [25-1012](#)

Attachments: [*Handout 5.2-A: 09302025 YC Summary](#)
[*Handout 5.2-B: 10012025 JWRC Summary](#)
[*Handout 5.2-C: 10152025 BAC Summary](#)
[*Handout 5.2-D: 10272025 WSDMC Summary](#)

Est. Staff Time: 5 Minutes.

6. WATER UTILITY ENTERPRISE:

7. WATERSHEDS:

*7.1. Receive Information on the Watershed Capital Program Implementation Strategies, and Provide Feedback to Staff as Needed. [25-0944](#)

Recommendation: A. Receive information presented on the Watershed Capital Program Implementation Strategies, including alternatives; and
B. Provide feedback to staff as needed.

Manager: Bhavani Yerrapotu, 408-630-2735

Attachments: [Attachment 1: PowerPoint](#)
[*Supplemental Board Agenda Memo](#)
[*Supplemental Attachment 1: PowerPoint](#)

Est. Staff Time: 10 Minutes.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

9. EXTERNAL AFFAIRS:

10. CHIEF EXECUTIVE OFFICER:

10.1. Approve Amendment No. 5 to the Standard On-Call Consultant Agreement A4382G, CAS File No. 5095 with PMA Consultants, LLC to Provide On-Call Third-Party Internal Auditor Services, Increasing the Not-to-Exceed Fee by \$600,000 for a Revised Total Not-to-Exceed Fee of \$1,300,000. [25-0992](#)

Recommendation: Approve Amendment No. 5 to the Standard On-Call Consultant Agreement A4382G, CAS File No. 5095 with PMA Consultants, LLC to provide On-Call Third-Party Internal Auditor Services for the audit and advisory services to the Internal Audit Program, increasing the Not-to-Exceed Fee by \$600,000 for a revised Total Not-to-Exceed Fee of \$1,300,000.

Manager: Darin Taylor, 408-630-3068
Attachments: [Attachment A: Gov. Code § 84308](#)
[Attachment 1: Amendment No. 5](#)
[Attachment 2: Amendment No. 4](#)
[Attachment 3: Amendment No. 3](#)
[Attachment 4: Amendment No. 2](#)
[Attachment 5: Amendment No. 1](#)
[Attachment 6: Original Agreement](#)

*10.2 CEO and Chiefs' Reports.

[25-1011](#)

Attachments: [*Handout 10.2-A: Communications Activities](#)
[*Handout 10.2-B: Civic Engagement Update](#)
[*Handout 10.2-C: Storm Report](#)

Est. Staff Time: 5 Minutes.

11. ADMINISTRATION:

12. DISTRICT COUNSEL:

13. BOARD POLICY PLANNING CALENDAR/PROPOSED FUTURE BOARD AGENDA ITEMS:

*13.1 Review the Fiscal Year 2026 Board Policy Planning Calendar.

[25-0899](#)

Recommendation: Review the Fiscal Year 2026 Board Policy Planning Calendar.

Manager: Candice Kwok-Smith, 408-630-3139

Attachments: [*Attachment 1: FY26 Board Calendar](#)

Est. Staff Time: 5 Minutes.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

16. ADJOURN:

16.1 The Board will convene for the next Regular meeting at 1:00 p.m. on Tuesday, December 9, 2025, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.



Santa Clara Valley Water District

File No.: 25-1013

Agenda Date: 11/25/2025
Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4)

Three potential cases.



Santa Clara Valley Water District

File No.: 25-1049

Agenda Date: 11/25/2025
Item No.: *2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL

Pending Litigation Pursuant to Government Code Section 54956.9(d)(1)

Holiday Estates Maintenance Association v. Santa Clara Valley Water District

Santa Clara County Superior Court Case Number 25CV477398



Santa Clara Valley Water District

File No.: 25-0880

Agenda Date: 11/25/2025

Item No.: 3.4.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Adopt a Resolution Recognizing the City of Santa Clara for Being the First City to Adopt Model Water Efficient New Development Ordinance Measures.

RECOMMENDATION:

Adopt the resolution EXPRESSING APPRECIATION TO THE CITY OF SANTA CLARA for being the first city to adopt Model Water Efficient New Development Ordinance measures.

SUMMARY:

Santa Clara Valley Water District (Valley Water) recognizes the City of Santa Clara (City) as the first city to adopt measures from the Model Water Efficient New Development Ordinance (MWENDO). The Board of Directors will consider a formal resolution recognizing the City of Santa Clara and commending the City's commitment to sustainable water management. By adopting MWENDO measures through the City's Rules and Regulations, the City demonstrates a proactive approach to maximizing water efficiency, water conservation, and enhancing resilience to local challenges such as climate variability, drought, and potential growth in water demand.

Background

MWENDO was developed through a collaborative effort involving Valley Water, the County of Santa Clara, cities, and other local partners to establish robust water efficiency standards for new development and major remodels. The ordinance provides a framework to support reliable local water supplies, address vulnerabilities related to climate variability and drought, and encourage sustainable, long-term water management. Valley Water engaged all municipalities in Santa Clara County to encourage consideration and adoption of MWENDO, in whole or in part, as a tool to advance water conservation and resilient community development.

Summary of the City of Santa Clara's Adopted MWENDO Measures

The City of Santa Clara's adopted MWENDO measures focus on improving water efficiency and sustainable water use. Key measures are summarized below:

Landscape and Irrigation: Irrigation of non-functional turf is prohibited on public medians and at commercial, industrial, institutional, and homeowners' association (HOA) sites. The installation of non

-functional turf is also prohibited in new and existing non-residential and multifamily landscape projects, ensuring that water is used only for functional and productive purposes.

Recycled Water Use and Dual Plumbing: All new multifamily and non-residential developments must utilize recycled water for non-potable applications, including irrigation, cooling systems, dual plumbing, and construction activities where permitted. These measures preserve potable water for essential uses while encouraging the reuse of available resources.

Swimming Pool and Spa Efficiency: Newly constructed or modified pools and spas must be equipped with covers to reduce water evaporation. Limited exceptions are allowed for irregularly shaped pools or renovations with a valuation below a defined threshold.

Graywater Systems: Applicable single-family homes must incorporate graywater systems, including dual plumbing from laundry and bathroom fixtures, to enable future reuse for landscape irrigation. These systems promote onsite water recycling and reduce demand on potable water supplies.

Significance

Santa Clara's adoption of MWENDO measures positions it as a regional leader in water sustainability. These measures address climate variability, future drought risk, and changes in urban water demand, while promoting cost-effective solutions for development. The City demonstrates a proactive approach to resilient and sustainable water management that can serve as a model for other municipalities.

Collectively, the adopted MWENDO measures provide a comprehensive framework for water conservation in both indoor and outdoor settings. They support efficient use of potable water, encourage reuse of alternative water sources, and foster sustainable building and landscape design practices. By implementing these measures, the City of Santa Clara sets a high standard for water-efficient development in the region.

In recognition of being the first city in Santa Clara County to adopt MWENDO measures since the ordinance's development in 2015, the Valley Water Board of Directors will present a formal resolution to the City of Santa Clara, to be accepted on behalf of the City by Mayor Lisa Gillmor. This resolution honors the City's leadership in advancing water efficiency, sustainable development, and regional water stewardship.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have the

File No.: 25-0880

Agenda Date: 11/25/2025
Item No.: 3.4.

potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237



SANTA CLARA VALLEY WATER DISTRICT
Clean Water • Healthy Environment • Flood Protection

RESOLUTION NO. 2025-
EXPRESSING APPRECIATION
TO

The City of Santa Clara

WHEREAS, the Santa Clara Valley Water District (Valley Water) is dedicated to advancing sustainable water management and regional resilience through strong partnerships with local governments and communities; and

WHEREAS, the City of Santa Clara has demonstrated exemplary leadership and innovation by being the first city in Santa Clara County to adopt measures from the Model Water Efficient New Development Ordinance (MWENDO); and

WHEREAS, MWENDO was developed through a collaborative regional effort involving Valley Water, the County of Santa Clara, cities, and local partners to promote water efficiency, conserve water resources, and strengthen long-term water reliability for all communities in the county; and

WHEREAS, the City of Santa Clara's early adoption of MWENDO measures represents a significant milestone in regional water conservation efforts and reflects the City's strong partnership with Valley Water in promoting shared sustainability goals; and

WHEREAS, the City of Santa Clara's adopted MWENDO measures exemplify innovation and leadership in water stewardship by advancing efficient water use, expanding recycled and graywater reuse, promoting sustainable landscape design, and reducing water loss through forward-thinking conservation practice; these measures collectively reflect the City's proactive, forward-thinking approach to water efficiency, sustainable design, and stewardship of precious water resources; and

WHEREAS, the City of Santa Clara's actions directly support regional efforts to mitigate the impacts of drought, adapt to a changing climate, and promote responsible management of limited water supplies; and

WHEREAS, the City of Santa Clara's leadership serves as a regional model, demonstrating how local governments can advance climate resilience, resource conservation, and sustainable community development through thoughtful policy action; and



WHEREAS, Valley Water deeply values the City's long-standing collaboration and commitment to joint initiatives that enhance water reliability, conservation, and innovation across the region; and

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby commends and honors the City of Santa Clara for its outstanding leadership and commitment to sustainable water management through adoption of MWENDO measures, and extends its sincere appreciation to the City of Santa Clara for its continued partnership with Valley Water in promoting water efficiency, environmental stewardship, and regional water sustainability.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District on November 25, 2025.

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMER
Chair, Board of Directors

ATTEST

CANDICE KWOK-SMITH
Clerk, Board of Directors





Santa Clara Valley Water District

File No.: 25-0943

Agenda Date: 11/25/2025

Item No.: *3.5.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from San Jose Unified School District, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APNs 472-33-007 and 472-33-010, Real Estate File No. 4021-354 and 4021-467 (San Jose, District 2). (Deferred from October 14, 2025)

RECOMMENDATION:

- A. Open and conduct a Public Hearing to consider adoption of a Resolution of Necessity relating to the acquisition of real property interests from San Jose Unified School District, necessary to complete the Coyote Creek Flood Protection Project, Project No. 26174043;
- B. Close the Public Hearing; and
- C. Adopt the Resolution of Necessity DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

SUMMARY:

The Santa Clara Valley Water District (Valley Water) is undertaking the Coyote Creek Flood Protection Project (CCFPP or Project) to provide flood protection against a flood event equivalent to the February 2017 flood or approximately a 20-year flood event. The CCFPP is approximately nine (9) miles long and located within the City of San Jose. The Project is part of the Safe, Clean Water and Natural Flood Program that voters renewed in November 2020.

To implement the flood protection elements of the CCFPP, Valley Water must acquire both permanent easements and temporary construction easements (the Property Interests) over portions of the following properties owned by San Jose Unified School District (Owner): APNs 472-33-007 and 472-33-010 in San Jose, California (the Property).

Valley Water staff recommends proceeding with the acquisition of the Property Interests through eminent domain to meet the Project objectives and schedule.

Project Background

The CCFPP's primary objective is to provide protection from floods up to the level that occurred on February 21, 2017, equivalent to a flood level with a 5% risk of occurring in any given year (also referred to as a 20-year event), along Coyote Creek, between Montague Expressway and Tully Road, in San Jose. The CCFPP involves construction of multiple floodwalls, passive barriers and earthen berms along a nine (9) mile stretch of Coyote Creek.

Following a February 2020 order from the Federal Energy Regulatory Commission (FERC) regarding Anderson Dam, the original Coyote Creek Flood Protection Project was split into two projects to accommodate construction of a new outlet tunnel at Anderson Dam. As a result, Valley Water accelerated the design and construction of an initial project, the Coyote Creek Flood Management Measures Project (CCFMMP), representing 40% of the original Coyote Creek Flood Protection Project, so the creek can handle the potential release of higher flows from the larger outlet tunnel from the Anderson Dam Tunnel Project. The Valley Water Board of Directors (Board) awarded the CCFMMP construction contract in May 2023 and accepted the work as completed in June 2025.

Construction of the remaining components of the original CCFPP, the current CCFPP, is planned for completion before the Anderson Dam Seismic Retrofit Project (ADSRP) Stage 2 Diversion is in operation (estimated in 2028). In total, the Project includes constructing approximately 17,060 feet of improvements along the 9-mile stretch of Coyote Creek from Montague Expressway to Tully Road. The Project will result in flood risk reduction benefits to homes, businesses, schools, and transportation infrastructure, including disadvantaged communities along Coyote Creek.

Acquisition of the Property Interests

To construct the flood protection features of the CCFPP, Valley Water must acquire the Property Interests as more particularly described and depicted in Attachment 1 to the proposed Resolution of Necessity (RON), Exhibits A and B.

Valley Water began communicating with Owner concerning the Project in March 2024. Since the Property Interests impact the site of Selma Olinder Elementary School, Valley Water staff was especially attentive to Owner's questions and concerns regarding the Project. Valley Water staff addressed these concerns in several ways, including the Project design. For example, the floodwalls and passive barriers of the Project have been designed and located so that they do not impact the Owner's existing structures and uses, and allow for access and use of the existing school facilities.

Valley Water has made good faith attempts to negotiate a voluntary acquisition from the Owner. An offer was made to Owner on June 16, 2025, by certified mail, for the Property Interests and Owner confirmed receipt of the offer. Valley Water staff spoke with the Owner many times by phone, via e-mail and in-person to discuss the Project and answer questions. Valley Water staff responded to all the Owner's questions and corresponded with the Owner to discuss outstanding issues and concerns. *On October 30, 2025, and again on November 13, 2025, VW staff met virtually with the Owner to continue discussions about Owner's concerns related to the operation and maintenance of the CCFPP flood protection facilities. In addition to these meetings, VW staff provided technical

information related to design and CCFPP hydraulic analysis.* To date, Valley Water staff have been unable to acquire the Property Interests through a negotiated purchase.

In conformance with Code of Civil Procedure Section 1245.235, Valley Water sent a Notice of Intent (Attachment 2) giving notice of its intent to hold a Hearing to consider adoption of a RON (Attachment 1) by certified mail to the Owner, to provide them a reasonable opportunity to be heard by the Board.

The Hearing by the Board and the adoption of the RON are legal preconditions to the exercise of Valley Water's power of eminent domain. This statutory requirement is designed to ensure that public entities verify and confirm the validity of their intended use of the power of eminent domain. A RON must contain a general statement of the public use for which the property is taken, a reference to the authorizing statutes, a description of the property, and a declaration stating that the Board has found and determined each of the following underlined findings to be true:

1. The public's interest and necessity require the Project. The Project is necessary to provide flood protection in the City of San Jose.
2. The Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury. The Project design impacts the fewest private properties to the least extent possible while providing the conveyance capacity necessary to protect against a flood event equivalent to the February 2017 flood or approximately a 20-year flood event.
3. The Property Interests are necessary for the Project. The Project cannot be executed without the Property Interests.
4. The Government Code Section 7267.2(a) offer has been made to the owner or owners of record. On June 16, 2025, Valley Water sent via certified mail a final written offer to the Owner to acquire the Property Interests, and Valley Water received confirmation of the offer being received on June 18, 2025. Valley Water's offer complies with California Government Code Section 7267.2.
5. The proposed Project use of the Property by Valley Water will not unreasonably interfere with or impair the continuance of the public use to which the Property is currently appropriated, as it now exists, or may reasonably be expected to exist in the future, consistent with the requirements of Cal. Code of Civ. Proc. 1240.510.

Attached for the Board's consideration is the proposed RON (Attachment 1). The RON includes authorization to acquire the Property Interests described therein by eminent domain.

As stated above, Valley Water has attempted to acquire the Property Interests through a negotiated purchase and has reached an impasse; therefore, adoption of the RON should be considered to meet the Project objectives and schedule. If the RON is adopted, Valley Water will continue efforts to negotiate and achieve a mutual settlement.

ENVIRONMENTAL JUSTICE IMPACT:

The CCFPP will have beneficial Environmental Justice impacts. The intent of CCFPP is to protect the public from dangers associated with flooding similar to the flooding event that occurred in February 2017. Acquisition of right-of-way at Selma Olinder Elementary School is required to achieve flood protection for all in the surrounding community.

During the planning phase, Valley Water staff evaluated multiple flood protection alternatives and implementation sites, met with the community numerous times, and determined that the preferred alternatives presented in the community meetings would best serve the area. The completion of the Project will directly benefit the adjacent disadvantaged communities along the full stretch of Coyote Creek between Montague Expressway and Tully Road.

Additionally, the Valley Water design team continues to coordinate with the community and key stakeholders as the project advances by holding public meetings and soliciting community feedback.

FINANCIAL IMPACT:

The CCFPP, Project No. 26174043, is included in the Capital Improvement Program (CIP) Fiscal Year (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. The statutory offer of compensation for the right-of-way for this Resolution of Necessity is \$428,000 and does not change the overall Total Project Cost reflected in the CIP FY 2026-30 Five-Year Plan. There are adequate funds in the Project's FY 2025-26 Adopted Budget to encumber funds for the right-of-way purchase.

CEQA:

Valley Water is the lead agency under the CEQA for the implementation of the Project. On March 11, 2025, the Board adopted a Resolution (Resolution No. 2025-16) certifying the Final Environmental Impact Report (EIR), adopting the Mitigation Monitoring and Reporting Program and approved the CCFPP.

The CCFPP Final EIR describes the acquisition of temporary and permanent easements for project construction and maintenance, and identifies environmental impacts associated with specific project construction and maintenance activities. Activities that will be occurring within the permanent easements and the temporary construction easements are wholly consistent with the activities described in the Final EIR. Appropriate best management practices (BMPs), mitigation measures, and Santa Clara Valley Habitat Plan (VHP) conditions and avoidance and minimization measures (AMMs) will be implemented as required to reduce impacts from these activities to the extent feasible.

ATTACHMENTS:

- Attachment A: Gov. Code 84308
- Attachment 1: Resolution
- Attachment 2: Notice of Intent
- *Attachment 3: PowerPoint
- *Handout 3.5-A: T. Morrison

File No.: 25-0943

Agenda Date: 11/25/2025
Item No.: *3.5.

*Handout 3.5-B: SJUSD

UNCLASSIFIED MANAGER:

Bhavani Yerrapotu, 408-630-2735

Attachment A: Gov. Code § 84308

Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from San Jose Unified School District, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APNs 472-33-007 & 472-33-010, Real Estate File No. 4021-354 and -467 (San Jose, District 2).

List of Parties and Their Agents/Representatives Known to Staff:

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
San Jose Unified School District	Morrison, Tracy	Director of Construction & Purchasing	855 Lenzen Avenue San Jose, CA 95126-2736

List of Participants and Their Agents/Representatives Known to Staff:

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
N/A	N/A	N/A	N/A

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**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 2025-

DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.)

WHEREAS, the Santa Clara Valley Water District (“Valley Water”) intends to complete the Coyote Creek Flood Protection Project (“Project”) to implement flood improvements along approximately 9 miles of Coyote Creek between Montague Expressway and Tully Road; and

WHEREAS, the Project’s primary objective is to provide protection to areas of Coyote Creek from floods up to the level that occurred on February 21, 2017, equivalent to approximately a 5% flood (also referred to as a 20-year event); and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code §§ 21000 et seq.), Valley Water certified the final Environmental Impact Report (“EIR”) for the Project on March 11, 2025; and

WHEREAS, Valley Water is authorized to condemn property for the Project pursuant to Article I, Section 19 of the California Constitution; Part 3, Title 7 of the California Code of Civil Procedure; Section 6 of the Santa Clara Valley Water District Act, and other provisions and principles of law; and

WHEREAS, the property interests to be acquired for the Project are described and shown in more detail in the plat map and legal description attached hereto as Exhibits A and B incorporated herein (collectively, the “Property Interests”); and

WHEREAS, the Project cannot be completed without the Property Interests, and acquisition of the Property Interests is accordingly necessary and in the public interest; and

WHEREAS, the use of the Property Interests for the Project will not unreasonably interfere with or impair any known, existing public uses or uses that may reasonably be expected to exist in the future and, therefore, is compatible with any other public uses pursuant to California Code of Civil Procedure Section 1240.510; and

WHEREAS, Valley Water made an offer to purchase the Property Interests from the owner of record on June 16, 2025, based on a current appraisal and in compliance with California Government Code Section 7267.2 and the owner has declined such offer; and

WHEREAS, on October 31, 2025, Valley Water provided by certified mail to all persons whose names appear on the last equalized county assessment roll as having an interest in the Property Interests a notice that Valley Water’s Board of Directors would hold a hearing on November 25, 2025, to consider the adoption of a resolution of necessity authorizing Valley Water to acquire the Property Interests by eminent domain; and

WHEREAS, Valley Water’s notice of intent letter advised all such interested persons of the time and place for the hearing, their right to be heard in relation to that matter, and that their failure to file a written request to appear and be heard at the hearing by November 15, 2025, would result in a waiver of their right to be heard; and

WHEREAS, Valley Water has calendared consideration of this Resolution as an item on its Agenda and invited public comment prior to the meeting; and

WHEREAS, Valley Water's Board of Directors held a public hearing on November 25, 2025, to consider the adoption of this Resolution, and all interested parties were given an opportunity to be heard.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District finds, determines, and hereby declares:

1. The public interest and necessity require the Project;
2. The Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The Property Interests described herein in plat maps and legal descriptions attached hereto as Exhibits A and B are necessary for the Project;
4. Valley Water made the offer required by California Government Code Section 7267.2 to the owners of record;
5. The use of the Property Interests for the Project will not unreasonably interfere with or impair any public use as it now exists or may reasonably be expected to exist in the future and, therefore, is compatible with any other public uses pursuant to California Code of Civil Procedure Section 1240.510;
6. Valley Water has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property Interests;
7. Valley Water has complied with the requirements of CEQA for the Project; and
8. Valley Water's Office of the District Counsel and/or its designee is hereby authorized to commence and prosecute an eminent domain proceeding to acquire the Property Interests, to deposit the amount of probable compensation pursuant to Code of Civil Procedure Section 1255.010, and to acquire prejudgment possession of the Property Interests as may be necessary for the Project.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District on the following, two thirds majority vote, on November 25, 2025.

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMER
Chair, Board of Directors

ATTEST

CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A COVERSHEET

PLAT MAP AND LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT, FILE NO. 4021-354

No. of Pages: 13

Exhibit Attachments: None

RECORD WITHOUT FEE UNDER
SECTION 6103 GOVERNMENT CODE
OF THE STATE OF CALIFORNIA

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-33-007 & 472-33-010 (portions of)

DOCUMENT NO.: 4021-354

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE UNIFIED SCHOOL DISTRICT, a unified school district of the State of California, hereinafter "Grantor," does hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See legal descriptions and plats in Exhibit "A" attached
hereto and made a part hereof (Easement Area).

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that it is the owner of the property described as the Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. The Easement shall not be revoked and shall continue in full force and effect beginning on January 1, 2026 until June 30, 2029, at which time the temporary construction easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by this easement open to traffic and to not interfere with Grantor utility operations or

construction activity of Grantor on site. Grantee will keep Easement Area clean and remove all debris related to its construction.

- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

- 6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20__

FOR GRANTOR:
SAN JOSE UNIFIED SCHOOL DISTRICT

Printed Name

Title

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On this ___ day of _____, in the year 20 __, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual, Corporate Officer(s), Partner(s), Attorney-In-Fact, Trustee(s), Guardian/Conservator, Other

Signer is Representing (Name of Person(s) or Entity(ies))

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-354
BY: B. Bains

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands described in that certain Deed recorded as Document number 4747916, filed on April 22, 1974, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

PARCEL A

COMMENCING at the southeasterly corner of the lands shown on that certain Amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N80°10'50"W, 83.19 feet, to the **POINT OF BEGINNING**;

Thence along said southerly line, N80° 10' 50"W, 15.20 feet;

Thence leaving said southerly line, the following eighteen (18) courses:

- 1) N19°00'42"E, 27.39 feet;
- 2) N62°29'42"E, 18.88 feet;
- 3) N09°49'10"E, 331.51 feet;
- 4) N44°30'50"W, 28.84 feet;
- 5) S45°29'10"W, 100.00 feet;
- 6) N44°30'50"W, 100.00 feet;
- 7) N45°29'10"E, 100.00 feet;
- 8) N11°06'46"W, 133.01 feet;
- 9) N44°17'02"W, 62.83 feet;
- 10) S81°16'02"W, 83.27 feet;
- 11) N07°59'34"W, 10.00 feet, to **POINT A**;
- 12) N81°16'02"E, 94.43 feet;
- 13) S44°17'02"E, 68.87 feet;
- 14) S11°06'46"E, 132.98 feet;
- 15) S44°30'50"E, 132.04 feet;
- 16) S09°49'10"W, 346.64 feet;

- 17) S62°29'42"W, 20.32 feet;
- 18) S19°00'42"W, 18.99 feet, to the **POINT OF BEGINNING**;

Containing 21,557 square feet of land, more or less.

PARCEL B

COMMENCING at said **POINT A**;

Thence, S81°16'02"W, 48.15 feet, to the **POINT OF BEGINNING**;

Thence the following two (2) courses:

- 1) S82°25'00"W, 21.42 feet;
- 2) N85°00'14"W, 40.93 feet, to a point on the westerly line of lands shown on that certain Amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along said westerly line, N08°42'37"W, 23.74 feet, to **POINT B**;

Thence leaving said westerly line, S69°44'47"E, 69.92 feet, to the **POINT OF BEGINNING**;

Containing 822 square feet of land, more or less.

PARCEL C

COMMENCING at said **POINT B**, said point being on the westerly line of the lands shown on that certain amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along said westerly line, N08°42'37"W, 161.73 feet, to the **POINT OF BEGINNING**;

Thence continuing along said westerly line, N08°42'37"W, 29.44 feet;

Thence leaving said westerly line, the following seventeen (17) courses:

- 1) S39°20'34"E, 27.44 feet;
- 2) S08°31'09"E, 123.61 feet;
- 3) S40°35'11"E, 7.95 feet;
- 4) S09°51'38"W, 13.38 feet;
- 5) S69°44'47"E, 62.72 feet;
- 6) N81°16'02"E, 153.45 feet;
- 7) S44°17'02"E, 97.80 feet;
- 8) S11°06'46"E, 118.32 feet;
- 9) S44°30'50"E, 119.31 feet;
- 10) S09°49'10"W, 18.46 feet;
- 11) N44°30'50"W, 134.57 feet;

- 12) N11°06'46"W, 118.36 feet;
- 13) N44°17'02"W, 91.77 feet;
- 14) S81°16'02"W, 144.73 feet;
- 15) N69°44'47"W, 68.93 feet;
- 16) N08°42'37"W, 123.49;
- 17) N39°20'34"W, 10.81 feet, to the **POINT OF BEGINNING**;

Containing 8,719 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N80° 10' 50"W, shown as N81°15'09"W along the southerly line of the lands shown on that certain Amended Record of Survey filed in Book 343 Maps of Page at 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

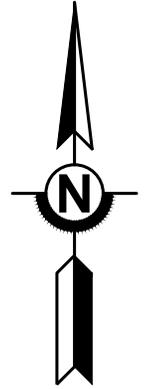
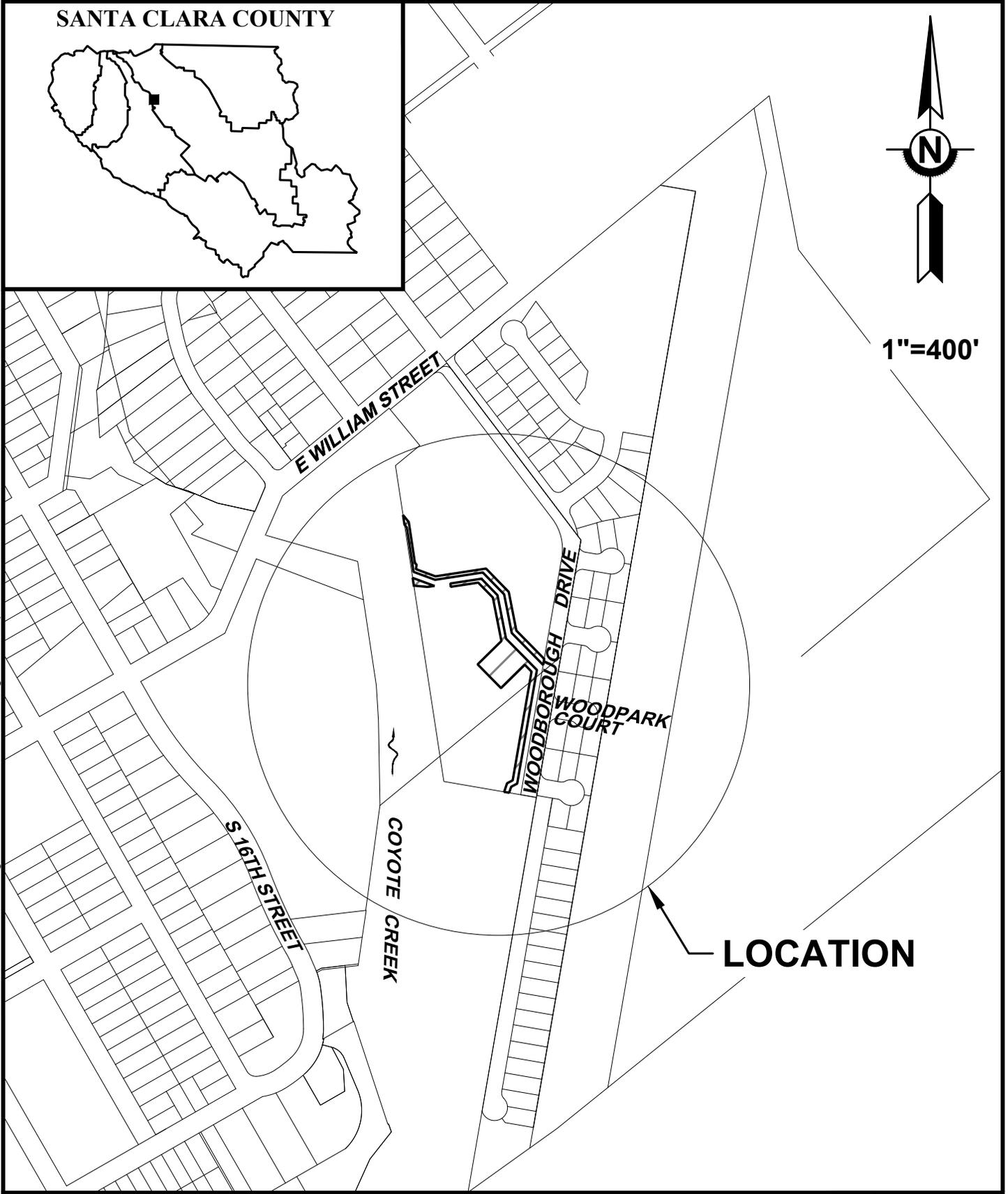


Jessica DeMartini, PLS 9095

11/6/24
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7472-33-007&010 SAN JOSE UNIFIED\4021-354 TCEI\2023-147_4021-354 TCE Rev2.dwg



1"=400'

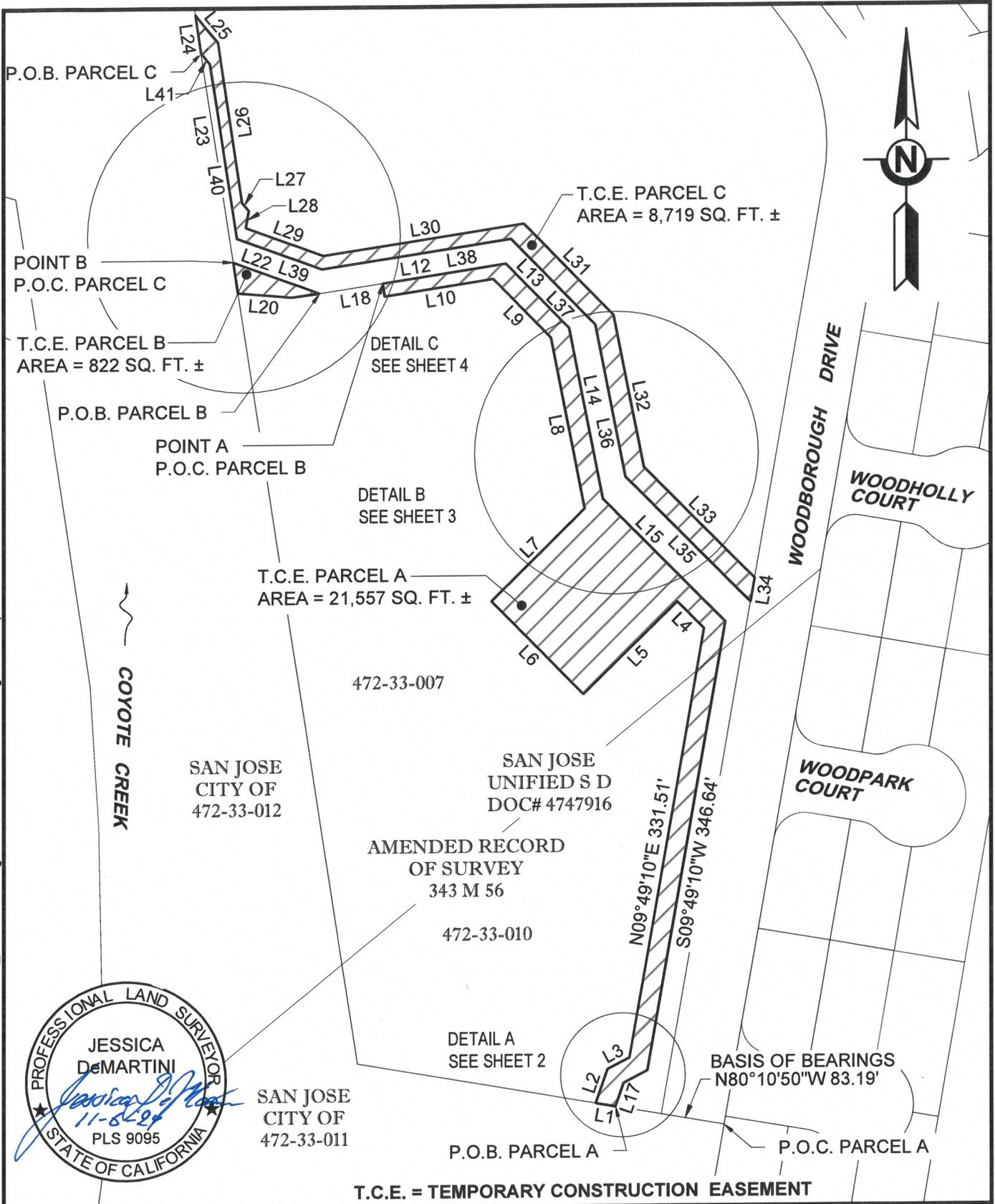
LOCATION

SANTA CLARA VALLEY WATER DISTRICT



COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-354
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	Attached B Bains



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT

SCALE: 1" = 100'

RESU FILE NO.	4021-354
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg

AMENDED RECORD
OF SURVEY
343 M 56

T.C.E. PARCEL A
AREA = 21,557 SQ. FT. ±

SAN JOSE
UNIFIED S D
DOC# 4747916
472-33-010

SAN JOSE CITY OF
472-33-011



P.O.B. PARCEL A

P.O.C. PARCEL A

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

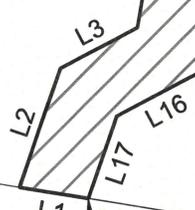


N09°49'10"E 331.51'
S09°49'10"W 346.64'

WOODBOROUGH DRIVE

WOODBOROUGH COURT

DETAIL A



N80°10'50"W 83.19'
BASIS OF BEARINGS

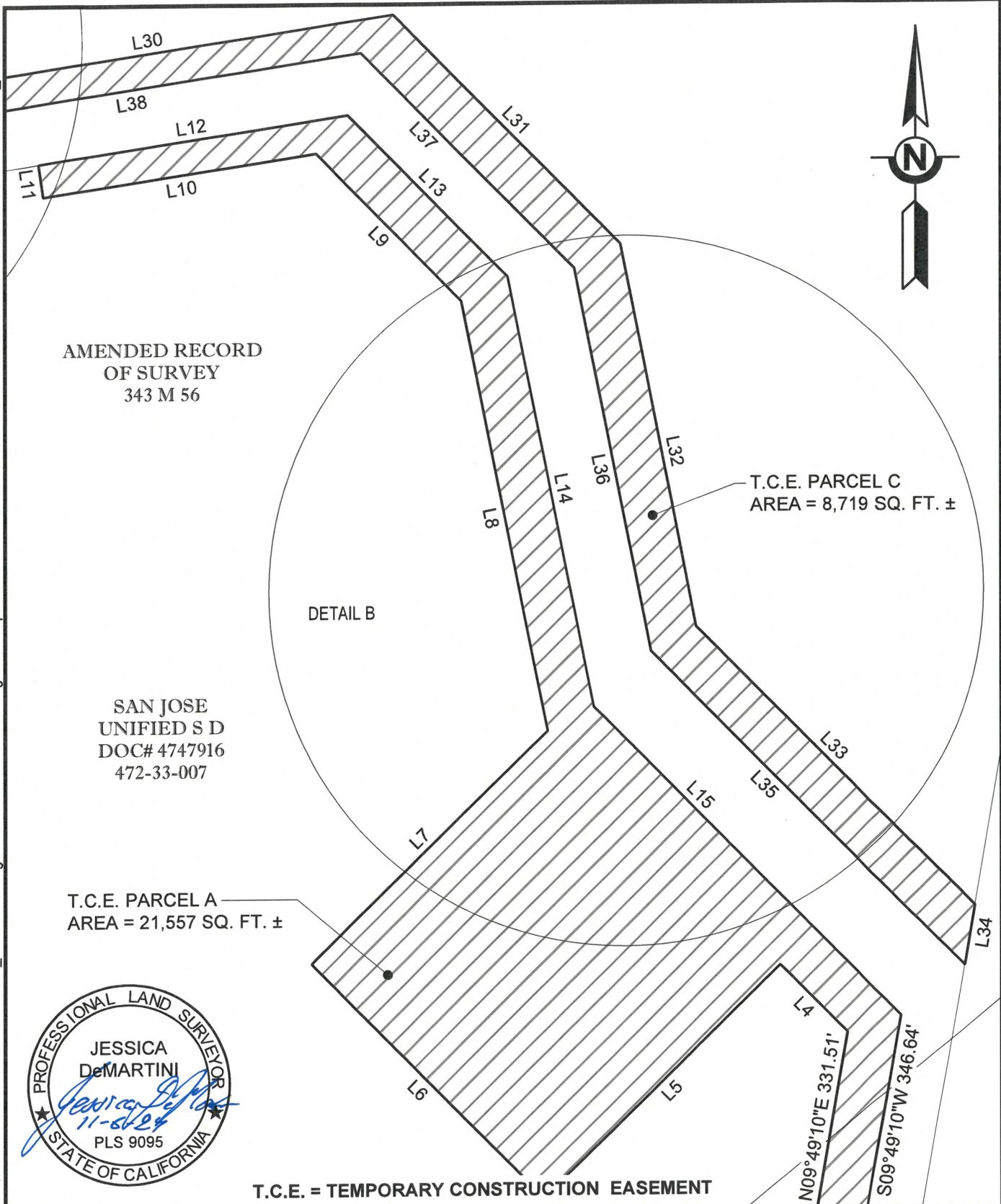
SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 40'

RESU FILE NO.	4021-354
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains

SCVWD S:\REQUESTS\CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg



AMENDED RECORD OF SURVEY
343 M 56

SAN JOSE UNIFIED S D
DOC# 4747916
472-33-007

T.C.E. PARCEL A
AREA = 21,557 SQ. FT. ±

T.C.E. PARCEL C
AREA = 8,719 SQ. FT. ±

DETAIL B



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

N09°49'10"E 331.51'
S09°49'10"W 346.64'

SANTA CLARA VALLEY WATER DISTRICT 	SCALE: 1" = 50'	RESU FILE NO.	4021-354
		APN	MULTIPLE
		LSMU REQUEST NO.	2023-147
		DRAWN	B. Bains

AMENDED
RECORD OF
SURVEY
343 M 56



SAN JOSE
UNIFIED S D
DOC# 4747916
472-33-007

P.O.B. PARCEL C

SAN JOSE CITY OF
472-33-012

PARCEL C
AREA = 8,719 SQ. FT. ±

POINT B
P.O.C. PARCEL C

T.C.E. PARCEL B
AREA = 822 SQ. FT. ±

P.O.B. PARCEL B

POINT A
P.O.C. PARCEL B

T.C.E. PARCEL A
AREA = 21,557 SQ. FT. ±

DETAIL C



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 50'

RESU FILE NO.	4021-354
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg

Line Table		
Line #	Bearings	Distance
L1	N80°10'50"W	15.20'
L2	N19°00'42"E	27.39'
L3	N62°29'42"E	18.88'
L4	N44°30'50"W	28.84'
L5	S45°29'10"W	100.00'
L6	N44°30'50"W	100.00'
L7	N45°29'10"E	100.00'
L8	N11°06'46"W	133.01'
L9	N44°17'02"W	62.83'
L10	S81°16'02"W	83.27'
L11	N07°59'34"W	10.00'
L12	N81°16'02"E	94.43'
L13	S44°17'02"E	68.87'
L14	S11°06'46"E	132.98'
L15	S44°30'50"E	132.04'
L16	S62°29'42"W	20.32'
L17	S19°00'42"W	18.99'
L18	S81°16'02"W	48.15'
L19	S82°25'00"W	21.42'
L20	N85°00'14"W	40.93'
L21	N08°42'37"W	23.74'
L22	S69°44'47"E	69.92'
L23	N08°42'37"W	161.73'

Line Table		
Line #	Bearings	Distance
L24	N08°42'37"W	29.44'
L25	S39°20'34"E	27.44'
L26	S08°31'09"E	123.61'
L27	S40°35'11"E	7.95'
L28	S09°51'38"W	13.38'
L29	S69°44'47"E	62.72'
L30	N81°16'02"E	153.45'
L31	S44°17'02"E	97.80'
L32	S11°06'46"E	118.32'
L33	S44°30'50"E	119.31'
L34	S09°49'10"W	18.46'
L35	N44°30'50"W	134.57'
L36	N11°06'46"W	118.36'
L37	N44°17'02"W	91.77'
L38	S81°16'02"W	144.73'
L39	N69°44'47"W	68.93'
L40	N08°42'37"W	123.49'
L41	N39°20'34"W	10.81'



SANTA CLARA VALLEY WATER DISTRICT 	SCALE: N/A	RESU FILE NO.	4021-354
		APN	MULTIPLE
		LSMU REQUEST NO.	2023-147
		DRAWN	B. Bains

EXHIBIT B COVERSHEET

PLAT MAP AND LEGAL DESCRIPTION WATER MANAGEMENT EASEMENT, FILE NO. 4021-467

No. of Pages: 9

Exhibit Attachments: None

RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-33-007 & 472-33-010 (portions of)

DOCUMENT NO.: 4021-467

WATER MANAGEMENT EASEMENT DEED

SAN JOSE UNIFIED SCHOOL DISTRICT, a unified school district of the State of California, hereinafter "Grantor," does hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter "Grantee," an easement for water management and/or storm water drainage purposes in, upon, over, and across that certain real property in the City of San Jose, County of Santa Clara, State of California, described in Exhibit A attached hereto and made a part hereof by this reference (collectively, the "Easement").

Said easement area shall be kept clear of any type of building, fences, structure, pavement, or trees unless prior written approval is obtained from Grantee.

The Easement shall include the right to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of said channel, protections work, and appurtenant structures by Grantee, its officers, agents, and employees, and by persons under contract with Grantee and their employees whenever and wherever necessary for flood control or storm drainage purposes.

The Easement shall also include the non-exclusive right of ingress from and egress to public streets to the easement area described in Exhibit A, over and across the property of the Grantor by such route or routes as shall occasion the least practicable damage to the property and inconvenience to Grantor for the purposes of routine inspection and maintenance of the improvements within the easement area. Grantee shall provide reasonable advance notification of its intent to enter Grantor's property.

Grantee shall be responsible for any damages proximately caused by Grantee's use of the Easement, and Grantee will, at its option, either repair or pay for such damage.

The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

As used above, the term "grantor" shall include the plural as well as the singular number. The words "himself" and "his" shall include the feminine gender as the case may be.

Dated this _____ day of _____, 20__

FOR GRANTOR:
SAN JOSE UNIFIED SCHOOL DISTRICT

Printed Name

Title

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On this ___ day of _____, in the year 20__, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual, Corporate Officer(s), Partner(s), Attorney-In-Fact, Trustee(s), Guardian/Conservator, Other

Signer is Representing (Name of Person(s) or Entity(ies))

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-467
BY: B. Bains

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands described in that certain Deed recorded as Document number 4747916, filed on April 22, 1974 in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at the southeasterly corner of the lands shown on that certain Amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N80°10'50"W, 64.64 feet, to the **POINT OF BEGINNING**;

Thence along said southerly line, N80° 10' 50"W, 18.55 feet;

Thence leaving said southerly line, the following eight (8) courses:

- 1) N19°00'42"E, 18.99 feet;
- 2) N62°29'42"E, 20.32 feet;
- 3) N09°49'10"E, 346.64 feet;
- 4) N44°30'50"W, 132.04 feet;
- 5) N11°06'46"W, 132.98 feet;
- 6) N44°17'02"W, 68.87 feet;
- 7) S81°16'02"W, 142.58 feet;
- 8) N69°44'47"W, 69.92 feet, to a point on the westerly line of said lands;

Thence along said westerly line, N08°42'37"W, 161.73 feet;

Thence leaving said westerly line, the following ten (10) courses:

- 1) S39°20'34"E, 10.81 feet;
- 2) S08°42'37"E, 134.90 feet;
- 3) S69°44'47"E, 68.93 feet;
- 4) N81°16'02"E, 144.73 feet;
- 5) S44°17'02"E, 91.77 feet;
- 6) S11°04'43"E, 118.25 feet;

- 7) S44°30'49"E, 134.57 feet;
- 8) S09°49'10"W, 377.37 feet;
- 9) S72°45'19"W, 16.73 feet;
- 10) S19°00'42"W, 10.92 feet to the **POINT OF BEGINNING**;

Containing 18,045 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N80° 10' 50"W, shown as N81°15'09"W along the southerly line of the lands shown certain amended Record of Survey filed in Book 343 Maps Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

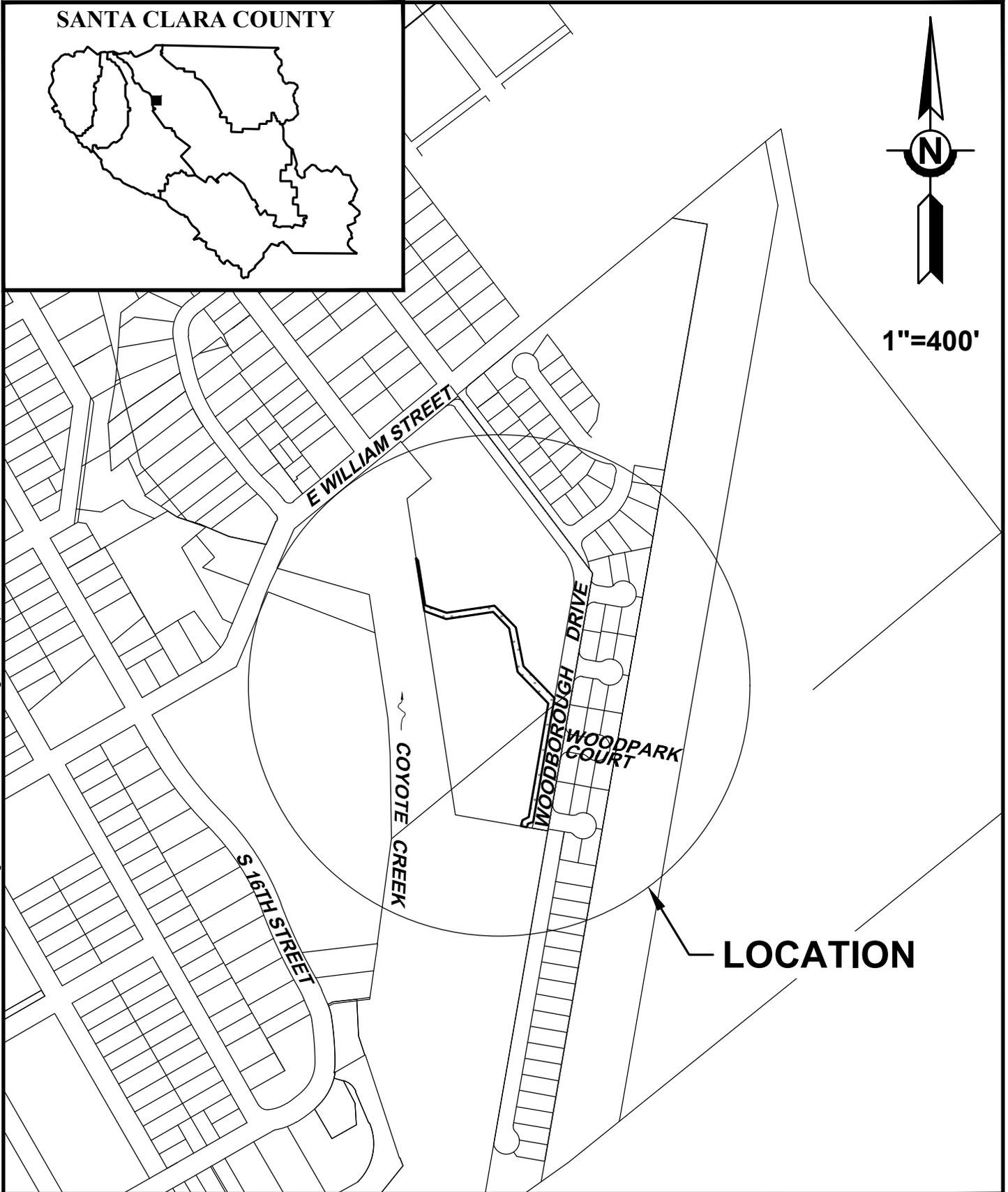
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Jessica DeMartini, PLS 9095

11/14/24
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-467 PE\2023-147_4021-467 PE Rev2.dwg

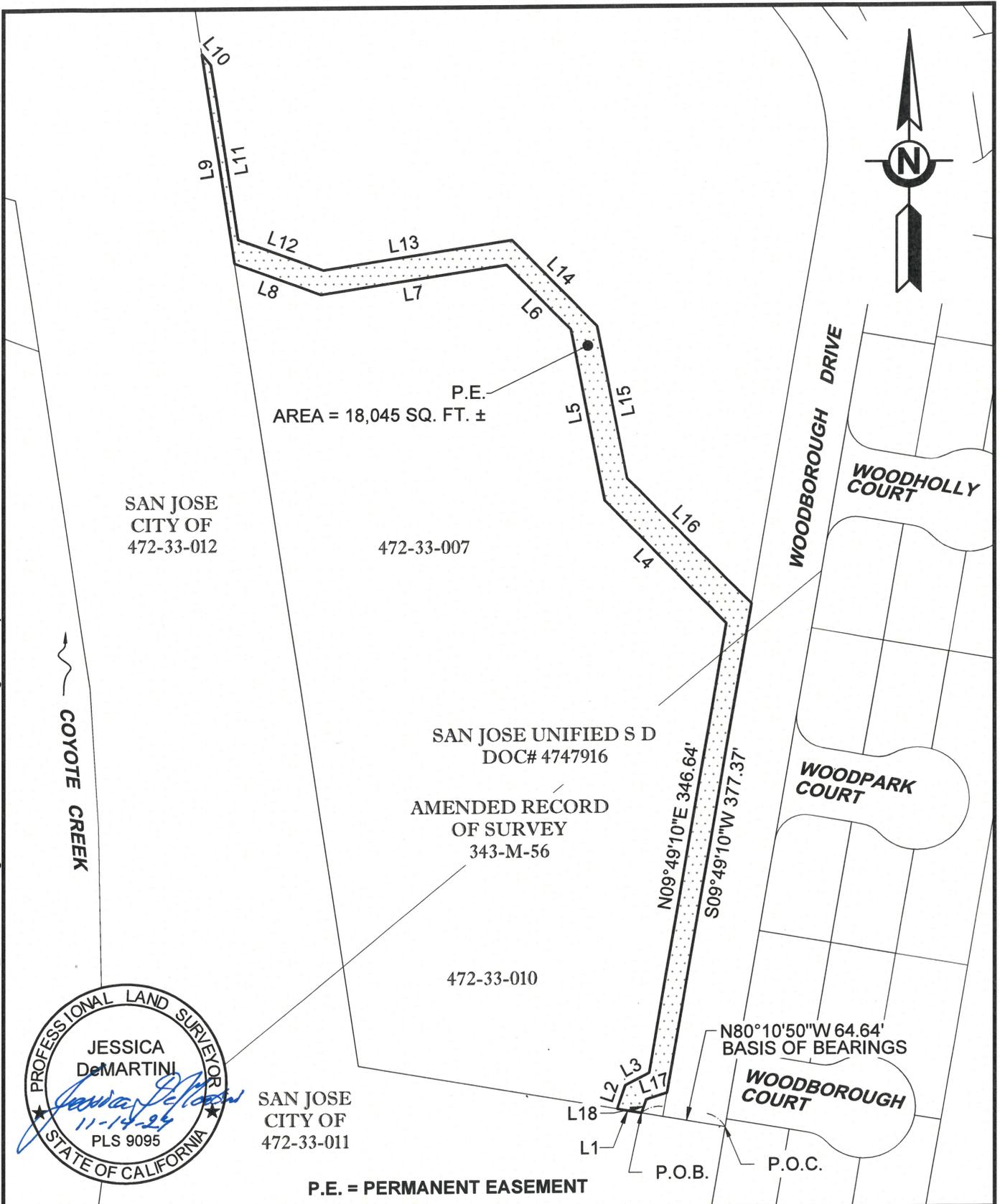


SANTA CLARA VALLEY WATER DISTRICT



COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-467
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. BAINS



SAN JOSE CITY OF
472-33-011

P.E. = PERMANENT EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 150'

RESU FILE NO.	4021-467
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 7472-33-007&010 SAN JOSE UNIFIED\4021-467 PE\2023-147_4021-467 PE Rev2.dwg

Line Table		
Line #	Bearings	Distance
L1	N80°10'50"W	18.55'
L2	N19°00'42"E	18.99'
L3	N62°29'42"E	20.32'
L4	N44°30'50"W	132.04'
L5	N11°06'46"W	132.98'
L6	N44°17'02"W	68.87'
L7	S81°16'02"W	142.58'
L8	N69°44'47"W	69.92'
L9	N08°42'37"W	161.73'
L10	S39°20'34"E	10.81'
L11	S08°42'37"E	134.90'
L12	S69°44'47"E	68.93'
L13	N81°16'02"E	144.73'
L14	S44°17'02"E	91.77'
L15	S11°04'43"E	118.25'
L16	S44°30'49"E	134.57'
L17	S72°45'19"W	16.73'
L18	S19°00'42"W	10.92'



SANTA CLARA VALLEY WATER DISTRICT



SCALE: N/A

RESU FILE NO.	4021-467
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains



Files: 4021-354, & 4021-467
Coyote Creek Flood Protection Project

October 31, 2025

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

San Jose Unified School District
Attn: Tracy Morrison
Director of Construction & Purchasing
855 Lenzen Avenue
San Jose, CA 95126-2736

Subject: NOTICE OF INTENTION TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY BY EMINENT DOMAIN

Dear Property Owner:

Notice is hereby given pursuant to Code of Civil Procedure, Section 1245.235, that it is the intention of the Board of Directors (“Board”) of the Santa Clara Valley Water District (“Valley Water”) to consider the adoption of a resolution declaring the public necessity for the acquisition of real property interests therein required for purposes of the Coyote Creek Flood Protection Project (“Project”).

The resolution, if adopted, will authorize staff and counsel to commence an eminent domain proceeding to acquire the real property interests described in the attached Exhibits A & B (“Property”).

Notice is further given that the Board is scheduled to meet to consider adoption of the Resolution of Necessity at its **November 25, 2025**, meeting which begins at **1:00 PM** at Valley Water’s Headquarters Building, 5700 Almaden Expressway, San Jose, California. The meeting will also be live streamed on Valley Water’s website.

Notice of Your Right to Appear and Be Heard

You are entitled to appear at the place and time set forth above and be heard on the following matters:

1. Whether public interest and necessity require the Project;
2. Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the Property sought to be acquired is necessary for the Project;
4. Whether Valley Water made the offer required by Government Code section 7267.2 to the owners of record;



San Jose Unified School District
October 31, 2025
Page 2

- 5. Whether the use of the Property for the Project will not unreasonably interfere with or impair known existing public uses and, therefore, is compatible with any other public uses pursuant to Code of Civil Procedure Section 1240.510;
- 6. Whether Valley Water has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property; and
- 7. Whether Valley Water has complied with the requirements of the California Environmental Quality Act for the Project.

If you wish to appear and be heard, you must file a written request to appear and be heard with the Clerk of the Board at Valley Water, 5750 Almaden Expressway, San Jose, California, 95118 within 15 days after this notice was mailed.

Failure to file such written request within the time specified constitutes a waiver of the right to appear and be heard.

PLEASE BE AWARE THE PRICE TO BE PAID FOR THE PROPERTY WILL NOT BE CONSIDERED BY THE BOARD AT THIS HEARING, AND IF YOU ELECT NOT TO APPEAR AND BE HEARD, YOUR NON-APPEARANCE WILL NOT BE A WAIVER OF YOUR RIGHT TO CLAIM GREATER COMPENSATION IN A COURT OF LAW.

Please be advised that, notwithstanding the statutory language indicating that there is an "intent" to condemn, the Board has not in fact made a determination whether to condemn and will not so determine except in accordance with evidence and disclosures which will be heard at the time and place noted above.

If the Board elects to adopt the Resolution of Necessity, then within six months of the adoption of the Resolution, Valley Water would commence eminent domain proceedings in the Santa Clara County Superior Court. In that proceeding, the Superior Court will determine the amount of compensation to which you would be entitled.

Santa Clara Valley Water District

By: 
 Maximillion Overland
 Acting Clerk, Board of Directors

By Certified Mail: 7022 2410 0000 0379 4263

Enclosures: Exhibits A & B.

Date Mailed: October 31, 2025

Notice of Intention to Appear must be filed on or before: November 15, 2025

cc: C. Achdjian, K. Anderssohn, J. Carrasco, R. Ruiz, C. Kwok-Smith, B. Yerrapotu, M. Thummaluru, R. Yamane, C. Kin-McAlpine, File

cc: Brian Bergman, Esq.
BDG Law Group
10880 Wilshire Blvd. Suite 1015
Los Angeles, CA 90024

TEMPORARY CONSTRUCTION EASEMENT, File No. 4021-354

A temporary construction easement in, upon, over, and across that certain real property in the City of San Jose, County of Santa Clara, State of California, herein after more particularly described below.

This temporary construction easement is granted under the express conditions listed below:

1. Grantor represents and warrants that it is the owner of the property described as the Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. The Easement shall not be revoked and shall continue in full force and effect beginning on January 1, 2026, until June 30, 2029, at which time the temporary construction easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by this easement open to traffic and to not interfere with Grantor utility operations or construction activity of Grantor on site. Grantee will keep Easement Area clean and remove all debris related to its construction.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-354
BY: B. Bains

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands described in that certain Deed recorded as Document number 4747916, filed on April 22, 1974, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

PARCEL A

COMMENCING at the southeasterly corner of the lands shown on that certain Amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N80°10'50"W, 83.19 feet, to the **POINT OF BEGINNING**;

Thence along said southerly line, N80° 10' 50"W, 15.20 feet;

Thence leaving said southerly line, the following eighteen (18) courses:

- 1) N19°00'42"E, 27.39 feet;
- 2) N62°29'42"E, 18.88 feet;
- 3) N09°49'10"E, 331.51 feet;
- 4) N44°30'50"W, 28.84 feet;
- 5) S45°29'10"W, 100.00 feet;
- 6) N44°30'50"W, 100.00 feet;
- 7) N45°29'10"E, 100.00 feet;
- 8) N11°06'46"W, 133.01 feet;
- 9) N44°17'02"W, 62.83 feet;
- 10) S81°16'02"W, 83.27 feet;
- 11) N07°59'34"W, 10.00 feet, to **POINT A**;
- 12) N81°16'02"E, 94.43 feet;
- 13) S44°17'02"E, 68.87 feet;
- 14) S11°06'46"E, 132.98 feet;
- 15) S44°30'50"E, 132.04 feet;
- 16) S09°49'10"W, 346.64 feet;

- 17) S62°29'42"W, 20.32 feet;
- 18) S19°00'42"W, 18.99 feet, to the **POINT OF BEGINNING**;

Containing 21,557 square feet of land, more or less.

PARCEL B

COMMENCING at said **POINT A**;

Thence, S81°16'02"W, 48.15 feet, to the **POINT OF BEGINNING**;

Thence the following two (2) courses:

- 1) S82°25'00"W, 21.42 feet;
- 2) N85°00'14"W, 40.93 feet, to a point on the westerly line of lands shown on that certain Amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along said westerly line, N08°42'37"W, 23.74 feet, to **POINT B**;

Thence leaving said westerly line, S69°44'47"E, 69.92 feet, to the **POINT OF BEGINNING**;

Containing 822 square feet of land, more or less.

PARCEL C

COMMENCING at said **POINT B**, said point being on the westerly line of the lands shown on that certain amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along said westerly line, N08°42'37"W, 161.73 feet, to the **POINT OF BEGINNING**;

Thence continuing along said westerly line, N08°42'37"W, 29.44 feet;

Thence leaving said westerly line, the following seventeen (17) courses:

- 1) S39°20'34"E, 27.44 feet;
- 2) S08°31'09"E, 123.61 feet;
- 3) S40°35'11"E, 7.95 feet;
- 4) S09°51'38"W, 13.38 feet;
- 5) S69°44'47"E, 62.72 feet;
- 6) N81°16'02"E, 153.45 feet;
- 7) S44°17'02"E, 97.80 feet;
- 8) S11°06'46"E, 118.32 feet;
- 9) S44°30'50"E, 119.31 feet;
- 10) S09°49'10"W, 18.46 feet;
- 11) N44°30'50"W, 134.57 feet;

- 12) N11°06'46"W, 118.36 feet;
- 13) N44°17'02"W, 91.77 feet;
- 14) S81°16'02"W, 144.73 feet;
- 15) N69°44'47"W, 68.93 feet;
- 16) N08°42'37"W, 123.49;
- 17) N39°20'34"W, 10.81 feet, to the **POINT OF BEGINNING**;

Containing 8,719 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N80° 10' 50"W, shown as N81°15'09"W along the southerly line of the lands shown on that certain Amended Record of Survey filed in Book 343 Maps of Page at 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

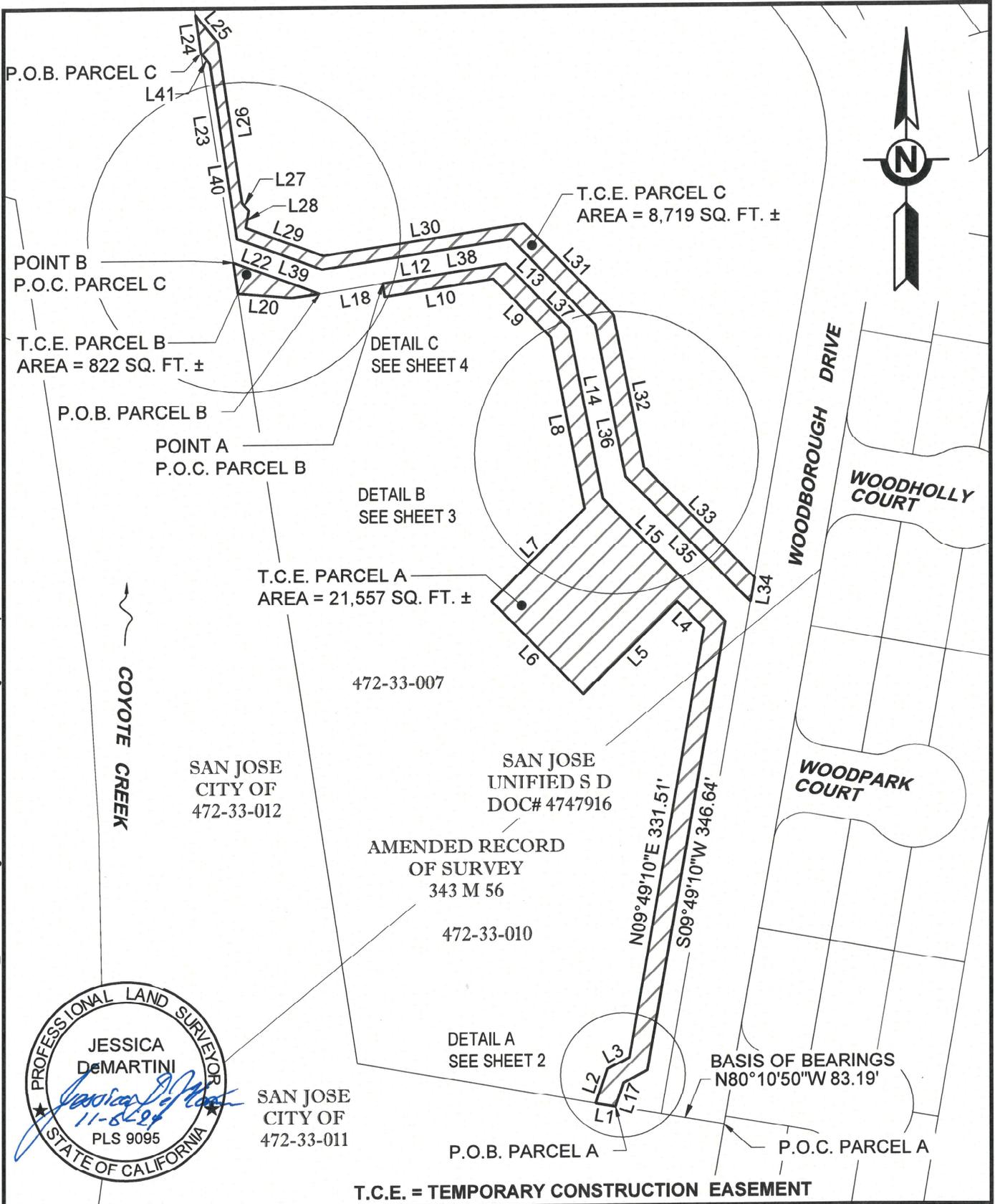


 Jessica DeMartini, PLS 9095

11/6/24
 Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg



SAN JOSE CITY OF
472-33-011

AMENDED RECORD OF SURVEY
343 M 56

DETAIL A
SEE SHEET 2

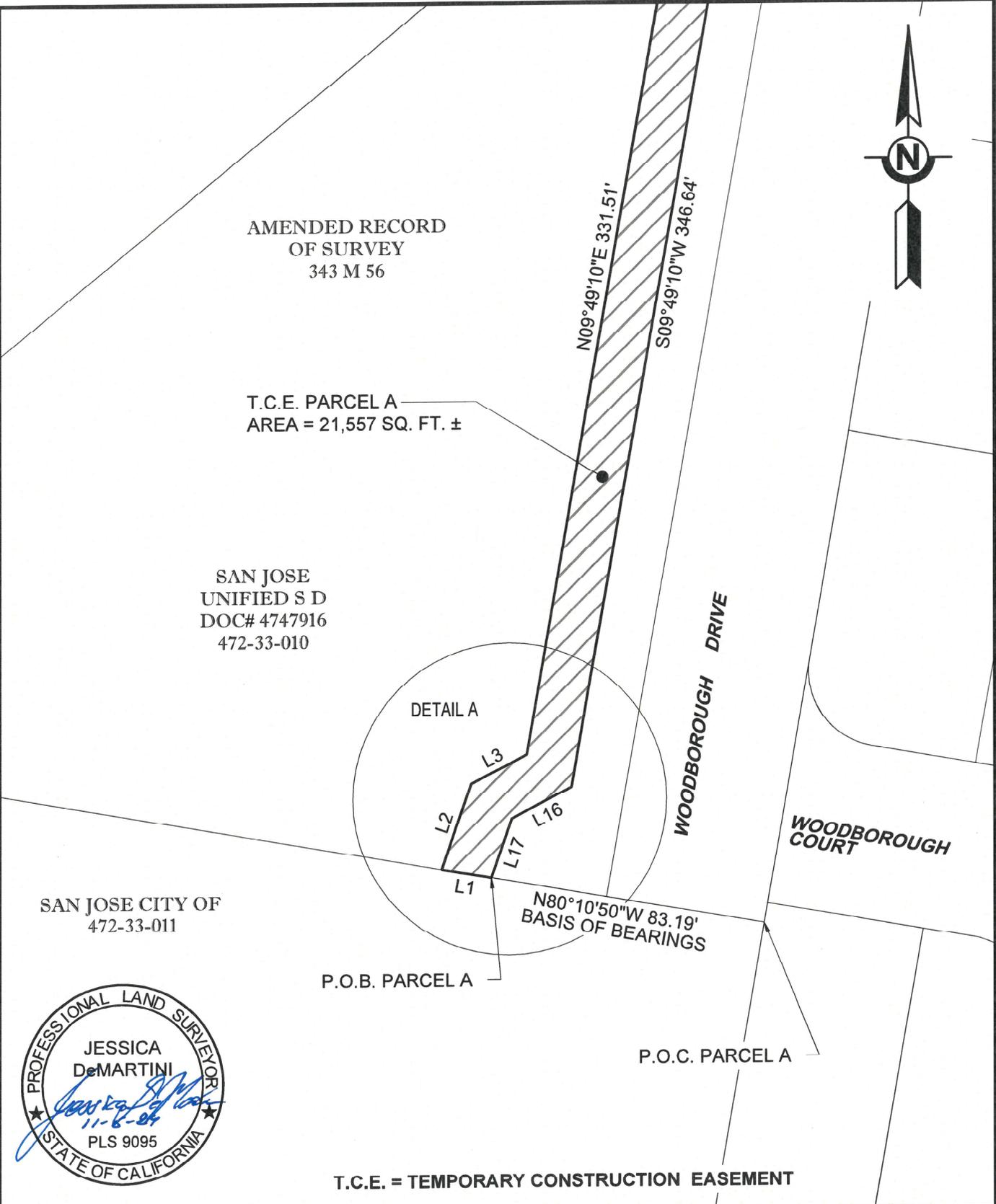
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT



SCALE: 1" = 100'

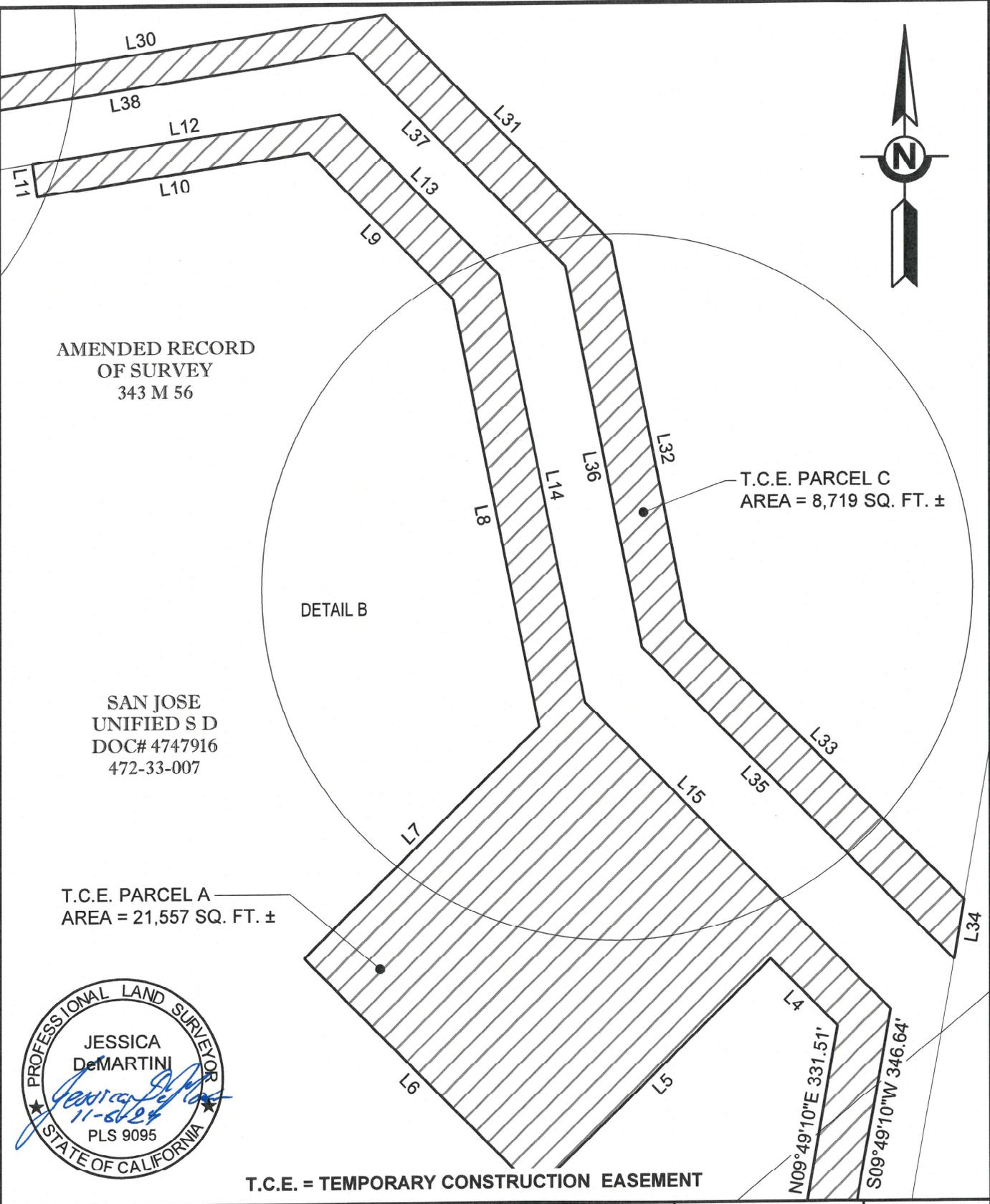
RESU FILE NO.	4021-354
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg



SANTA CLARA VALLEY WATER DISTRICT 	SCALE: 1" = 40'	RESU FILE NO.	4021-354
		APN	MULTIPLE
		LSMU REQUEST NO.	2023-147
		DRAWN	B. Bains

SCVWD S:\REQUESTS\CREEK\2023_14712 Working\Office\RCW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg



AMENDED RECORD OF SURVEY
343 M 56

SAN JOSE UNIFIED S D
DOC# 4747916
472-33-007

T.C.E. PARCEL A
AREA = 21,557 SQ. FT. ±

T.C.E. PARCEL C
AREA = 8,719 SQ. FT. ±



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

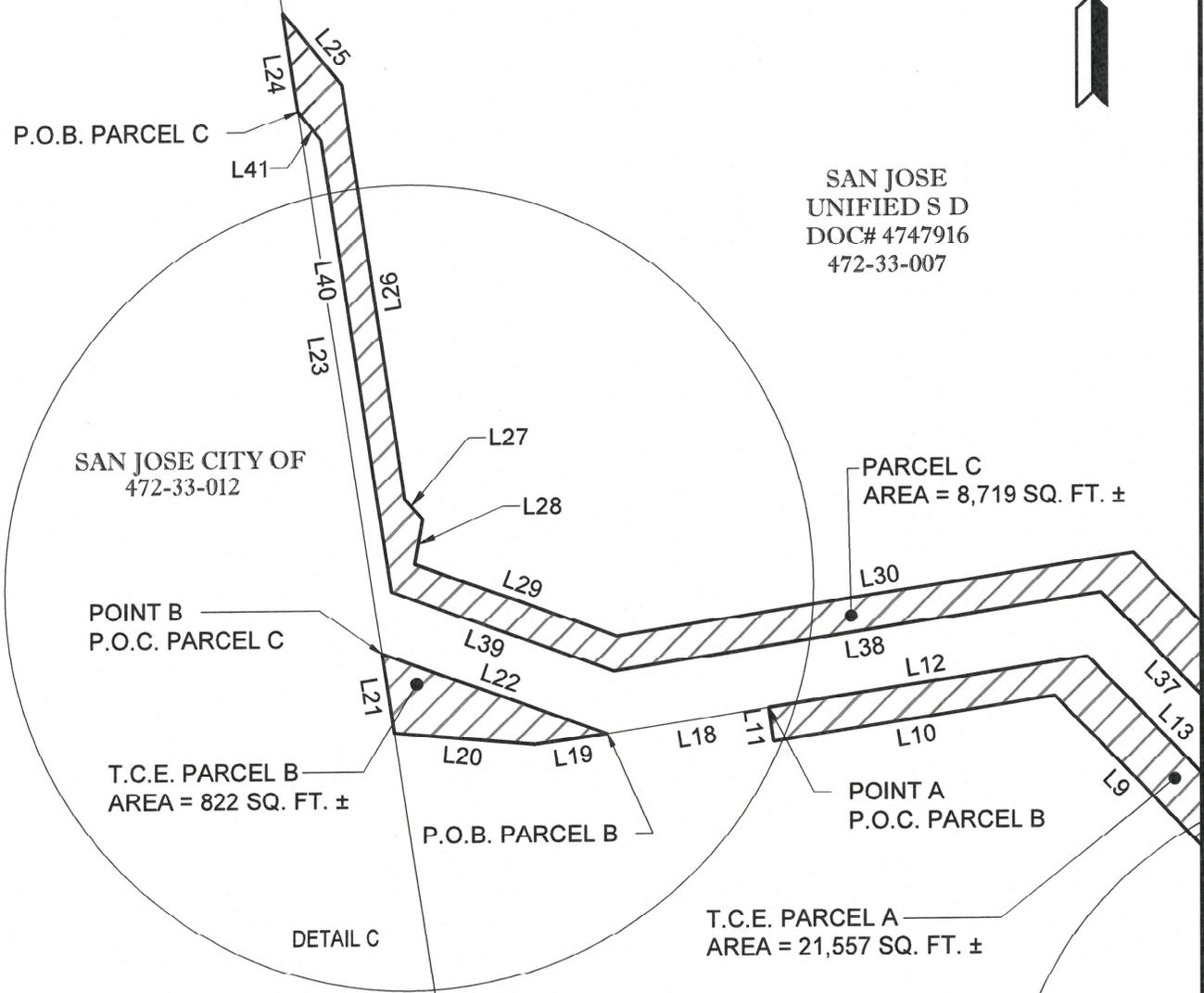
SANTA CLARA VALLEY WATER DISTRICT 	SCALE: 1" = 50'	RESU FILE NO.	4021-354
		APN	MULTIPLE
		LSMU REQUEST NO.	2023-147
		DRAWN	B. Bains

SCWVD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev.2.dwg

AMENDED
RECORD OF
SURVEY
343 M 56



SAN JOSE
UNIFIED S D
DOC# 4747916
472-33-007



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT 	SCALE: 1" = 50'	RESU FILE NO.	4021-354
		APN	MULTIPLE
		LSMU REQUEST NO.	2023-147
		DRAWN	B. Bains

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\RCW\Plats and Legal Descriptions\Reach 7\472-33-007&010 SAN JOSE UNIFIED\4021-354 TCE\2023-147_4021-354 TCE Rev2.dwg

Line Table		
Line #	Bearings	Distance
L1	N80°10'50"W	15.20'
L2	N19°00'42"E	27.39'
L3	N62°29'42"E	18.88'
L4	N44°30'50"W	28.84'
L5	S45°29'10"W	100.00'
L6	N44°30'50"W	100.00'
L7	N45°29'10"E	100.00'
L8	N11°06'46"W	133.01'
L9	N44°17'02"W	62.83'
L10	S81°16'02"W	83.27'
L11	N07°59'34"W	10.00'
L12	N81°16'02"E	94.43'
L13	S44°17'02"E	68.87'
L14	S11°06'46"E	132.98'
L15	S44°30'50"E	132.04'
L16	S62°29'42"W	20.32'
L17	S19°00'42"W	18.99'
L18	S81°16'02"W	48.15'
L19	S82°25'00"W	21.42'
L20	N85°00'14"W	40.93'
L21	N08°42'37"W	23.74'
L22	S69°44'47"E	69.92'
L23	N08°42'37"W	161.73'

Line Table		
Line #	Bearings	Distance
L24	N08°42'37"W	29.44'
L25	S39°20'34"E	27.44'
L26	S08°31'09"E	123.61'
L27	S40°35'11"E	7.95'
L28	S09°51'38"W	13.38'
L29	S69°44'47"E	62.72'
L30	N81°16'02"E	153.45'
L31	S44°17'02"E	97.80'
L32	S11°06'46"E	118.32'
L33	S44°30'50"E	119.31'
L34	S09°49'10"W	18.46'
L35	N44°30'50"W	134.57'
L36	N11°06'46"W	118.36'
L37	N44°17'02"W	91.77'
L38	S81°16'02"W	144.73'
L39	N69°44'47"W	68.93'
L40	N08°42'37"W	123.49'
L41	N39°20'34"W	10.81'



SANTA CLARA VALLEY WATER DISTRICT 	SCALE: N/A	RESU FILE NO.	4021-354
		APN	MULTIPLE
		LSMU REQUEST NO.	2023-147
		DRAWN	B. Bains

WATER MANAGEMENT AND/OR STORM WATER DRAINAGE EASEMENT, File No. 4021-467

An easement for water management and/or storm water drainage purposes in, upon, over, and across that certain real property in the City of San Jose, County of Santa Clara, State of California, herein after more particularly land depicted below.

Said easement area shall be kept clear of any type of building, fences, structure, pavement, or trees unless prior written approval is obtained from Valley Water.

The easement shall include the right to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of said channel, protections work, and appurtenant structures by Valley Water, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control or storm drainage purposes.

The easement shall also include the non-exclusive right of ingress from and egress to public streets to the easement area described below, over and across the property of the Grantor by such route or routes as shall occasion the least practicable damage to the property and inconvenience to Grantor for the purposes of routine inspection and maintenance of the improvements within the easement. Valley Water shall provide reasonable advance notification of its intent to enter Grantor's property.

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-467
BY: B. Bains

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands described in that certain Deed recorded as Document number 4747916, filed on April 22, 1974 in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at the southeasterly corner of the lands shown on that certain Amended Record of Survey filed in Book 343 of Maps at Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N80°10'50"W, 64.64 feet, to the **POINT OF BEGINNING**;

Thence along said southerly line, N80° 10' 50"W, 18.55 feet;

Thence leaving said southerly line, the following eight (8) courses:

- 1) N19°00'42"E, 18.99 feet;
- 2) N62°29'42"E, 20.32 feet;
- 3) N09°49'10"E, 346.64 feet;
- 4) N44°30'50"W, 132.04 feet;
- 5) N11°06'46"W, 132.98 feet;
- 6) N44°17'02"W, 68.87 feet;
- 7) S81°16'02"W, 142.58 feet;
- 8) N69°44'47"W, 69.92 feet, to a point on the westerly line of said lands;

Thence along said westerly line, N08°42'37"W, 161.73 feet;

Thence leaving said westerly line, the following ten (10) courses:

- 1) S39°20'34"E, 10.81 feet;
- 2) S08°42'37"E, 134.90 feet;
- 3) S69°44'47"E, 68.93 feet;
- 4) N81°16'02"E, 144.73 feet;
- 5) S44°17'02"E, 91.77 feet;
- 6) S11°04'43"E, 118.25 feet;

- 7) S44°30'49"E, 134.57 feet;
- 8) S09°49'10"W, 377.37 feet;
- 9) S72°45'19"W, 16.73 feet;
- 10) S19°00'42"W, 10.92 feet to the **POINT OF BEGINNING**;

Containing 18,045 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N80° 10' 50"W, shown as N81°15'09"W along the southerly line of the lands shown certain amended Record of Survey filed in Book 343 Maps Page 56, on August 2, 1974, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Jessica DeMartini

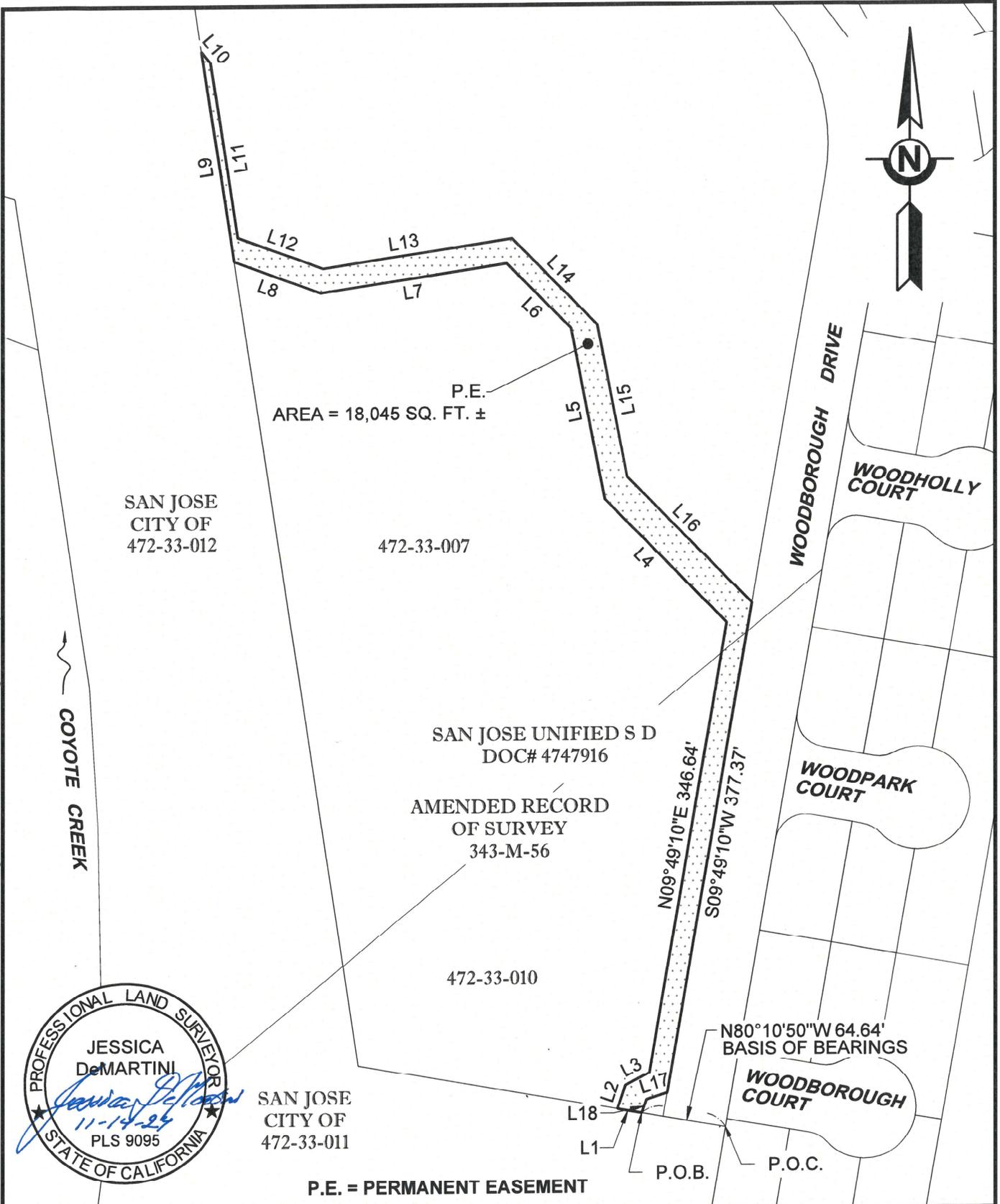
 Jessica DeMartini, PLS 9095

11/14/24

 Date



SCWVD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 7472-33-007&010 SAN JOSE UNIFIED\4021-467 PE\2023-147_4021-467 PE Rev2.dwg



SAN JOSE
CITY OF
472-33-011

P.E. = PERMANENT EASEMENT

SANTA CLARA VALLEY WATER DISTRICT

SCALE: 1" = 150'

RESU FILE NO.	4021-467
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 7472-33-007&010 SAN JOSE UNIFIED\4021-467 PE\2023-147_4021-467 PE Rev2.dwg

Line Table		
Line #	Bearings	Distance
L1	N80°10'50"W	18.55'
L2	N19°00'42"E	18.99'
L3	N62°29'42"E	20.32'
L4	N44°30'50"W	132.04'
L5	N11°06'46"W	132.98'
L6	N44°17'02"W	68.87'
L7	S81°16'02"W	142.58'
L8	N69°44'47"W	69.92'
L9	N08°42'37"W	161.73'
L10	S39°20'34"E	10.81'
L11	S08°42'37"E	134.90'
L12	S69°44'47"E	68.93'
L13	N81°16'02"E	144.73'
L14	S44°17'02"E	91.77'
L15	S11°04'43"E	118.25'
L16	S44°30'49"E	134.57'
L17	S72°45'19"W	16.73'
L18	S19°00'42"W	10.92'



SANTA CLARA VALLEY WATER DISTRICT



SCALE: N/A

RESU FILE NO.	4021-467
APN	MULTIPLE
LSMU REQUEST NO.	2023-147
DRAWN	B. Bains



Public Hearing to Consider Adoption of Resolution of Necessity: Coyote Creek Flood Protection Project

Findings to be Made at RON Hearing

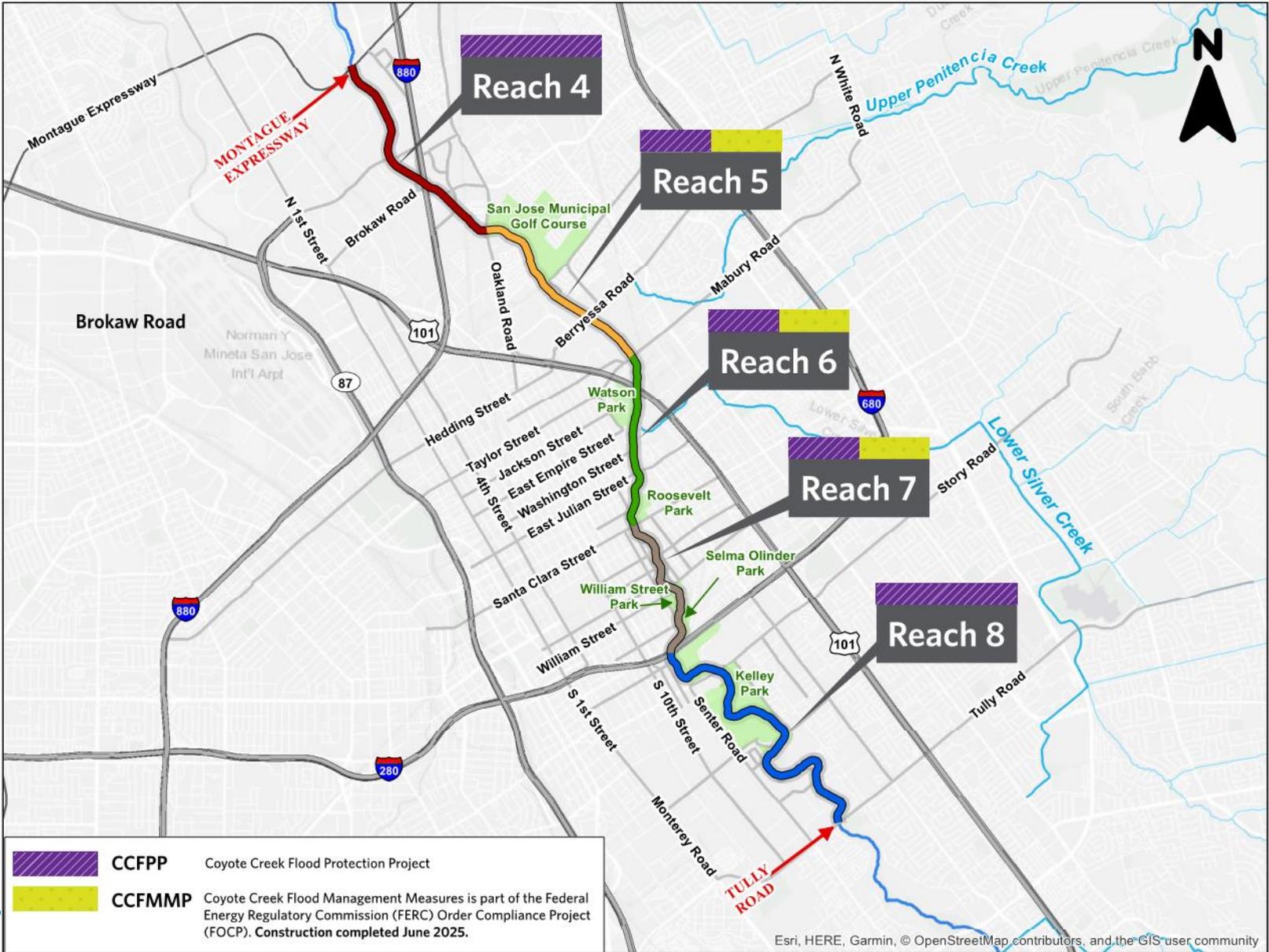
- Establish the public need for the project
- Establish that project is designed/located in a manner most compatible with greatest public good and least private injury
- Determine the property is necessary for the project
- Establish offer required by Section 7267.2 of the Government Code was made to record owner(s)
- Determine the Project use of the Property will not unreasonably interfere with the public use, consistent with the requirements of Cal. Code of Civ. Proc. § 1240.510

Public Necessity for the Proposed Project

- **Finding: The public interest and necessity require the proposed project**
 - Provide flood protection from floods up to the level that occurred in February 2017 (approximately a 20-year flood event) along portions of Coyote Creek from Montague Expressway to Tully Road
 - Preserve creek's habitat
 - Reduce long-term maintenance



Coyote Creek Flood Protection Project



Existing Constraints on Project Design

- The geography and footprint of the creek determines which properties will be impacted
 - Private property and public parks are located on both sides of the creek
 - The creek flows through private property and public parks

Project Design Serves the Greatest Public Good with the Least Private Injury

Finding: The proposed project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury

- Holistic approach to project design
- Avoidance of public and private structures
 - Locating project features to minimize impacts to existing structures
- Preserve habitat
 - Minimize disturbance to native vegetation
 - Preserve aquatic habitat
- Align project features with existing creek alignment

CEQA Compliance

- An Environmental Impact Report (EIR) was prepared by Valley Water as the lead agency.
- The final EIR was certified by the Valley Water board of directors on March 11, 2025.

Property Acquisitions Necessary for Project

- Project requires acquisition of 62 Properties in Reaches 4, 5, 6, 7, & 8
- A Resolution of Necessity is proposed to acquire property interests over portions of 2 properties in Reach 7 owned by the following owners of record:
 - San Jose Unified School District

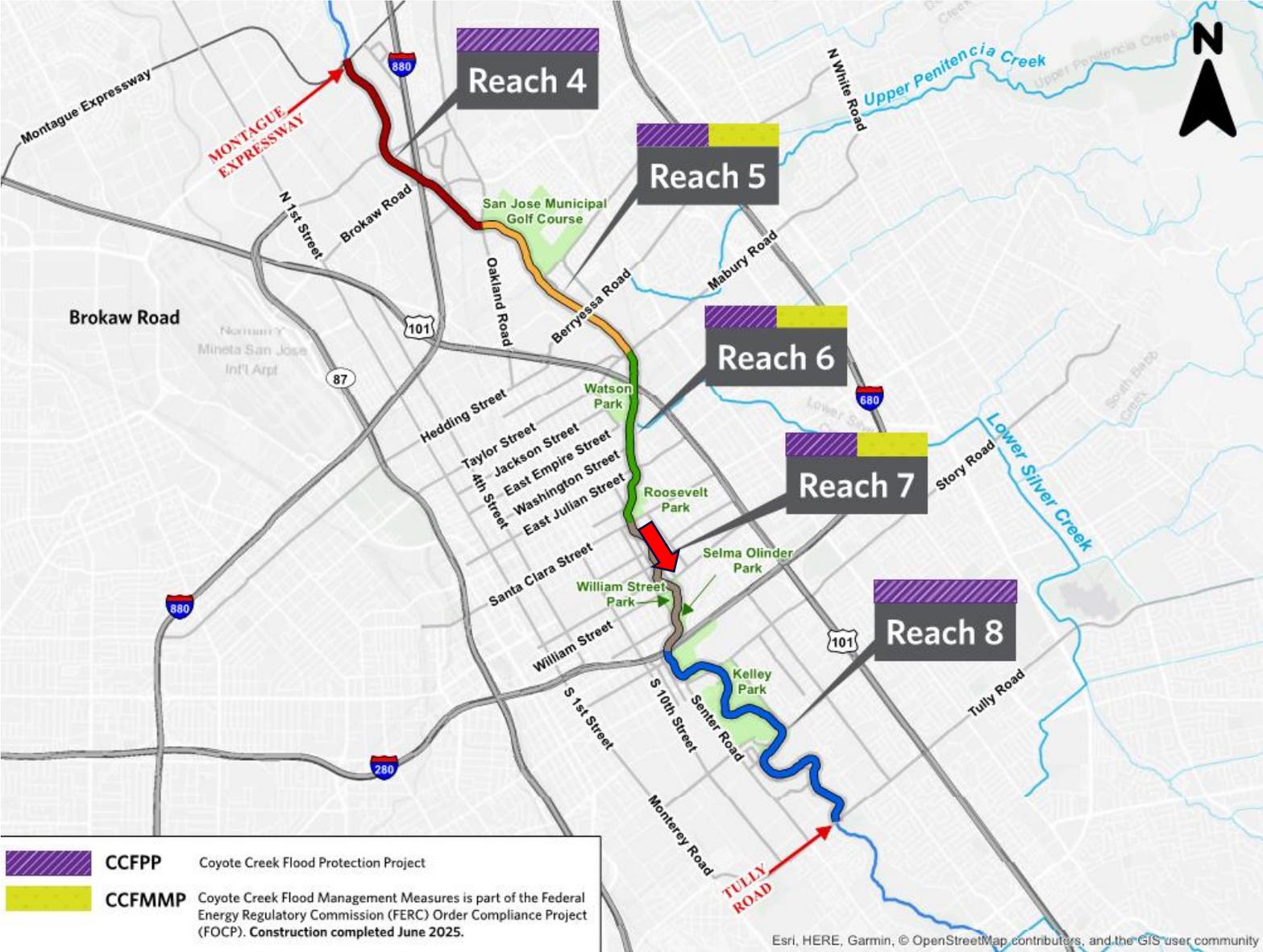
San Jose Unified School District Property is Necessary for the Project

Finding: The properties described in the resolution are necessary for the proposed project

- This property is necessary for the project because floodwalls, passive barriers and the access path to construct/maintain the project features are on a portion of these properties.
- Construction activities also require that a separate portion of the properties be temporarily accessible to construct the project features.

San Jose Unified School District Property Location

10

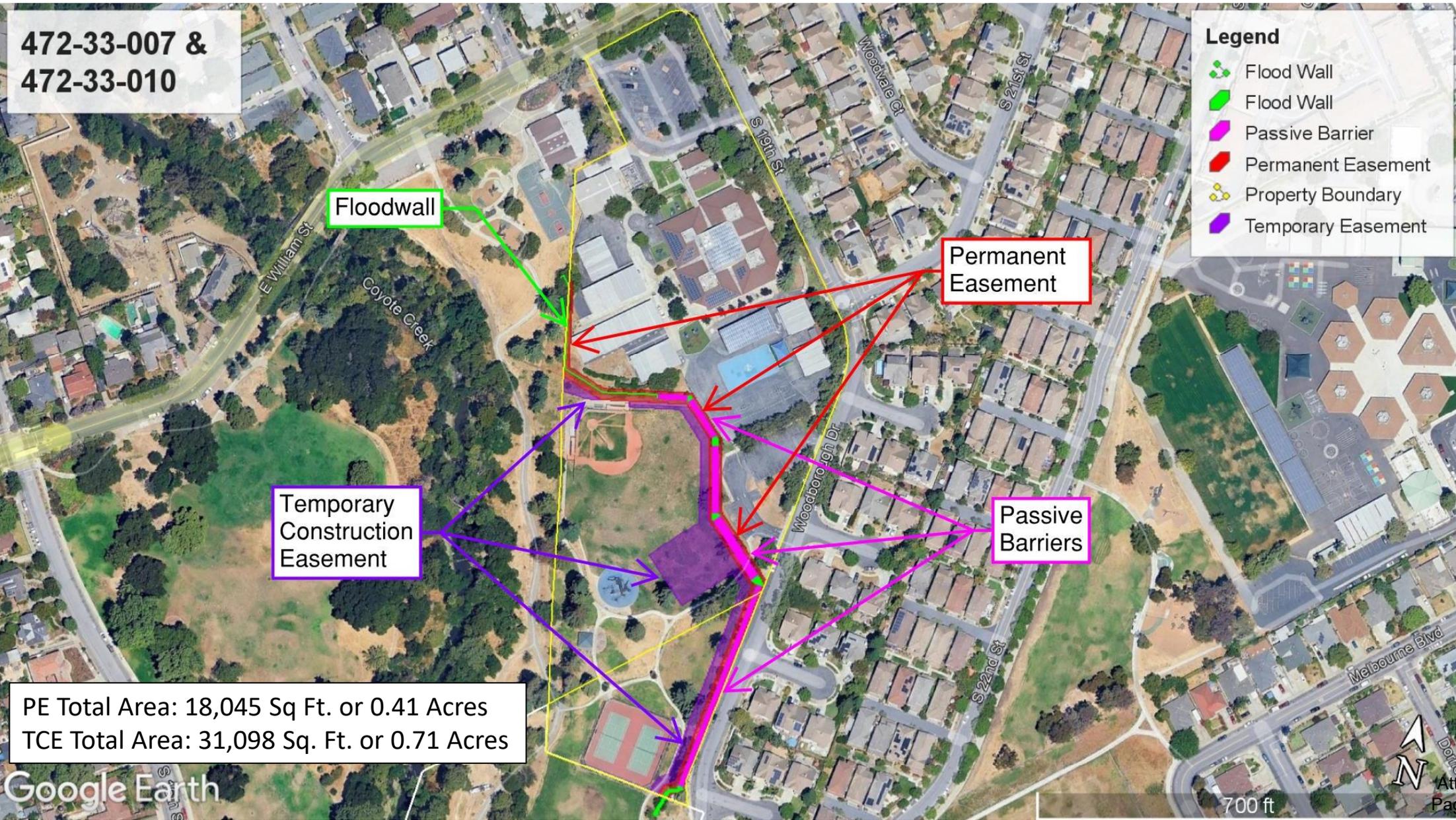


valleywater.org



San Jose Unified School District Property Exhibit

11



valleywater.org

CCFPP on San Jose Unified School District Property:

12

- The passive barriers and floodwalls are located on San Jose Unified School District property.
- A portion of the area is to be acquired for access to and maintenance of the project features.
- The project features maintain access and minimize impacts to existing structures and recreation facilities.
- After project is constructed, the area will be returned to its existing use.

Finding: The use of the Property for the Project will not unreasonably interfere with or impair any public use as it now exists or may reasonably be expected to exist in the future and, therefore, is compatible with any other public uses pursuant to Code of Civil Procedure Section 1240.510.

Gov. Code Section 7267.2(a) Offer

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Finding: The Offer of Just Compensation as Required by Section 7267.2(a) of the Gov. Code in an amount not less than the appraised value of the interest to be acquired has been made to the owners of record

- On June 16, 2025, the District sent a final written offer to the Owner(s) via certified mail for the Full Amount established as Just Compensation.
- The amount of just compensation was not less than fair market value established by an approved appraisal

San Jose Unified School District Property - Acquisition Chronology

DATE	DISTRICT ACTIVITIES
March/April/May 2024	Online Meeting (3/13/24); Online Meeting (4/18/24); In-person Meeting (5/1/24) to discuss the Project
October 2, 2024	In-person meeting between VW staff and SJUSD to discuss the Project
November 4, 2024	Notice of Decision to Appraise Letter mailed to SJUSD*
June 16, 2025	Offer package mailed to SJUSD Certified Mail Receipt confirmed that the packet was delivered on June 18, 2025*
August 11, 2025	SJUSD replied to June 29 th VW email stating VW should expect a written response to the offer by August 15, 2025
August 18, 2025	SJUSD notified VW by email that they will be obtaining their own appraisal
August 21, 2025	SJUSD replied by email with an amended version of our Right of Way Agreement
September 3, 2025	VW left a phone message for SJUSD to discuss VW comments on amended Right of Way Agreement
September 11, 2025	Notice letter for RON hearing sent via USPS certified mail
September 16, 2025	VW sent email requesting SJUSD respond to September 3 rd phone message
September 24, 2025	Received a letter from SJUSD informing that they will appear in-person at the October 14, 2025 Valley Water Board Meeting
October 1, 2025	VW sent letter to SJUSD confirming the RON Hearing date and providing a hyperlink to related materials
October 13, 2025	Interim CEO emailed SJUSD that October 14, 2025, RON Hearing agenda item would be deferred to a future Board meeting
October 14, 2025	Board defers RON Hearing to November 25, 2025, public meeting
October 27, 2025	VW provided comments to SJUSD regarding the August 21 st draft document emailed to VW
October 30, 2025	VW Staff and counsel met electronically with owner representatives and their counsel to discuss draft document
October 31, 2025	Notice letter for Deferred RON hearing sent via USPS certified mail
November 10, 2025	VW Emailed amended ROW Agreement to SJUSD with acceptable terms
November 13, 2025	VW Staff and counsel met electronically with SJUSD and their counsel to discuss draft ROW Agreement



*Item is not to be distributed to the public for protection of Owner's privacy. Just compensation is not part of this RON hearing. Attachment 3
Page 14 of 17

Discussion and Decision

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- This completes the Valley Water's presentation regarding acquisition of the San Jose Unified School District's Properties.
- After the Board receives comments from the property owner and public, staff is ready to answer questions.

Close the Public Hearing

16

- After receiving comments/questions from the Owner and/or public, the Public Hearing can be closed.



Valley Water

Clean Water • Healthy Environment • Flood Protection

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Max Overland

Subject: FW: Valley Water NOI Letter for Rescheduled RON Hearing
Attachments: RE- NOTICE OF INTENTION TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY BY EMINENT DOMAIN 251114.pdf
Importance: High

Dear Mr. Overland and Board Members:

 [RE- NOTICE OF INTENTION TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY BY EMINENT DOMAIN 251114.pdf](#) Please find our attached response to the Santa Clara Valley Water District's ("SCVWD") October 31, 2025, Notice of Intention to Consider the Adoption of a Resolution of Necessity to Acquire Property by Eminent Domain ("Notice") at Selma Olinder Elementary School ("School"), located at 90 E William Street, San Jose, CA 95116 ("Property").

Please confirm receipt of this email and the attached Letter of Intent to Appear.

Thank you,

Tracy Morrison
Director of Procurement

San José Unified School District
Maintenance Office
2222 Unified Way, San José, CA 95125
Office: 408.535.6200
E-Mail: tmorrison@sjusd.org

From: Ken Anderssohn <KAnderssohn@valleywater.org>
Date: Friday, October 31, 2025 at 2:21 PM
To: Morrison, Tracy <tmorrison@sjusd.org>
Cc: Lisa Bankosh <LBankosh@valleywater.org>, Madhu Thummaluru <MThummaluru@valleywater.org>, Caitlin McAlpine <CMcAlpine@valleywater.org>, Ray Ruiz <RRuiz@valleywater.org>
Subject: [Caution] Valley Water NOI Letter for Rescheduled RON Hearing

This email is from an external sender. Thank you for checking both the sender and the message's contents before you reply or click any links. If you are not certain, delete the email and call the sender for more information.

Hi Tracy,

As I mentioned in my Tuesday morning email, I just wanted to make sure you are aware that we are sending a 2nd Notice of Intent letter to you regarding the rescheduled RON Hearing on November 25th today.

Again, we will continue negotiations towards a Purchase contract with conditions that both sides can agree upon. If these negotiations for a settlement extend past Valley Water's deadline for having all Project right of way acquired, we will seek possession of the easement areas, while the negotiations for a settlement continue.

If you have any questions or concerns, feel free to contact me.

Thank you.

Ken Anderssohn

Senior Real Estate Agent

REAL ESTATE SERVICES UNIT

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway, San Jose, CA 95118

408-630-3732 office

kanderssohn@valleywater.org



Clean Water • Healthy Environment • Flood Protection



San José
Unified
School District

November 13, 2025

NOTICE OF INTENTION TO CONSIDER THE ADOPTION OF A RESOLUTION OF
NECESSITY TO ACQUIRE PROPERTY BY EMINENT DOMAIN

Preparing
today's students
to be the
thinkers,
leaders,
and creators
of tomorrow.

VIA USPS MAIL & ELECTRONIC MAIL

Santa Clara Valley Water District
ATTN: Maximillion Overland,
Acting Clerk of the Board
5750 Almaden Expressway
San Jose, CA 95118
Phone: (408) 630-2749
Email: moverland@valleywater.org

Dear Mr. Overland and Board Members:

This correspondence is in response to the Santa Clara Valley Water District's ("SCVWD") October 31, 2025, Notice of Intention to Consider the Adoption of a Resolution of Necessity to Acquire Property by Eminent Domain ("Notice") at Selma Olinder Elementary School ("School"), located at 90 E William Street, San Jose, CA 95116 ("Property").

Appearance at November 25 Meeting

Please be advised that this correspondence serves as notice to SCVWD that the District and its legal counsel will appear in-person and be heard at the Board's November 25, 2025, meeting to oppose the Resolution of Necessity. To this aim, please provide us with the Resolution of Necessity packet and all supporting documentation.

Scope of Easement Compensation

As presented in SCVWD's offer packet, the easements requested do not adequately reflect the full scope of potential impacts to the Property as a result of the improvements, namely, damages to the portion of the Property south and east of the improvements during and after a flood event. SCVWD has offered to compensate the District \$428,000 for one (1) permanent easement and one (1) temporary construction easement, yet the offer fails to account for the maintenance obligations and reduced use of the Property after a flood event. Considering the Property is an active elementary school, District students use the areas of the Property that will become subject to flooding frequently throughout the school year.

It is for these reasons that the District maintains that any agreement or offer must include compensation for an easement encompassing the entire portion of the Property subject to flooding or diminished utility during flooding, and not only the areas delineated in the offer packet.

The District stands ready to negotiate a mutually acceptable agreement with SCVWD, provided that such agreement accounts for: the long-term impacts to the Property; the District's obligations to protect its students and properties; full compliance with applicable laws, regulations, and approvals for construction on a California public school site including approval of the design by the Division of the State Architect; fingerprinting/criminal background check for workers; full indemnification of the District by SCVWD for any claims related to the construction and ongoing for any damage caused by SCVWD's improvements; etc.

Should SCVWD have any questions or concerns, it should feel free to contact our office.

sjusd.org
408-535-6000
855 Lenzen Avenue
San José, CA 95126

Sincerely,



Tracy Morrison
Director of Procurement
San José Unified School District

CC:
Orbach Huff & Henderson LLP

From: Reza Mohamadzadeh <rmohamadzadeh@ohhlegal.com>

Sent: Monday, November 24, 2025 6:07 PM

To: Clerk of the Board <clerkoftheboard@valleywater.org>; Board of Directors <board@valleywater.org>; Max Overland <moverland@valleywater.org>; Bhavani Yerrapotu <BYerrapotu@valleywater.org>; Candice Kwok-Smith <ckwok-smith@valleywater.org>

Cc: Philip J. Henderson <phenderson@ohhlegal.com>; Sarine Abrahamian <sabrahamian@ohhlegal.com>; Stan Barankiewicz <sbarankiewicz@ohhlegal.com>; Reddy, Seth <sreddy@sjusd.org>; Morrison, Tracy <tmorrison@sjusd.org>

Subject: San Jose USD - SCVWD - Comments in Opposition to Adoption of RON (Agenda Item No. 3.5)

***** This email originated from outside of Valley Water. Do not click links or open attachments unless you recognize the sender and know the content is safe. *****

Dear Ms. Clerk, Mr. Overland, and Ms. Yerrapotu,

See attached a comment letter submitted on behalf of the San Jose Unified School District in opposition to adoption of a Resolution of Necessity to acquire property at Selma Olinder Elementary School. Please kindly acknowledge receipt of this email and the attached letter.

Best,

Reza Mohamadzadeh, Esq.



Orbach Huff & Henderson LLP
rmohamadzadeh@ohhlegal.com

(310) 228-2049 Direct

(310) 788-9200 Main

(626) 696-0075 Cell (Preferred)

1901 Ave of the Stars, Suite 575

Los Angeles, CA 90067

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November 24, 2025

SAN JOSÉ UNIFIED SCHOOL DISTRICT COMMENTS IN OPPOSITION TO THE ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY AT SELMA OLINDER ELEMENTARY SCHOOL BY EMINENT DOMAIN (AGENDA ITEM NO. 3.5

Preparing today's students to be the thinkers, leaders, and creators of tomorrow.

VIA ELECTRONIC MAIL

Santa Clara Valley Water District
Attn: Maximillion Overland,
Acting Clerk of the Board
5750 Almaden Expressway
San Jose, CA 95118
Ph: (408) 630-2749
Em: moverland@valleywater.org

Bhavani Yerrapotu,
Deputy Operating Officer
5750 Almaden Expressway
San Jose, CA 95118
Ph: (408) 630-2735
Em: byerrapotu@valleywater.org

Dear Mr. Overland, Ms. Yerrapotu, and Board Members:

The San José Unified School District ("School District") submits these comments ahead of the Santa Clara Valley Water District ("Valley Water") Board of Directors ("Board") hearing scheduled for November 25, 2025, to consider adoption of a resolution of necessity ("RON") to acquire a property interest at Selma Olinder Elementary School ("School") at 890 E. William Street, San Jose, California 95116 (APNs 472-33-007, 472-33-010) ("Property").

I. INTRODUCTION & BACKGROUND

The School District is in support of the Coyote Creek Flood Protection Project's ("Project") goal, but is not in agreement about the location and limits of, and obligations concerning, the easement to be taken; however, the District remains willing to negotiate and grant both a permanent easement and temporary construction easement to Valley Water over portions of the Property depicted in Exhibit A, only if the Water District agreement maintain and repair the area to be flooded and indemnifies the District from inverse condemnation claims. Unless an agreement can be struck, the District urges the Board to reject the RON currently under consideration. As a public agency, the School District recognizes the challenges faced by Valley Water in balancing the needs of multiple constituencies, especially in pursuit of a large-scale project with multiple affected parties. Nonetheless, the District has a responsibility to safeguard the School as a learning environment for its students, and Selma Olinder Park ("Park"), which is owned by the District, as a recreational space for the community.

The School District requests that the Board direct Valley Water staff to engage in further negotiations with the understanding that the Project Improvements, as defined in the Water District's Offer Packet and Proposed Agreement ("Offer"), if constructed as proposed, would render a substantial portion of the School damaged and inoperable during and after a flood event;

sjusd.org
408-535-6000
855 Lenzen Avenue
San José, CA 95126

and that remediation of such damage is not, and should not be, the School District's responsibility. The School District also requests that the Board direct Valley Water staff to commission a new appraisal of the Property and easements and revise its Offer given that the Offer values the easement areas only, ignoring the diminished utility, increased risk, and probable damage to the portions of the Property south and southwest of the proposed easement that will be subjected to increased flooding impact, therefore not constituting just compensation, as legally required.

II. PROCEDURAL POSTURE

On June 16, 2025, the School District received the Offer Packet from Valley Water, which asserted a valuation for the permanent and temporary construction easements based on Valley Water's appraisal, and essentially initiated the discussion concerning the Project. With a focus on the commencement of negotiations, the School District immediately informed Valley Water that, due to staff schedules, summer construction projects, and the reopening of schools in early August, additional time would be needed to provide a substantive response to the information presented. The Offer Packet was, however, a nonstarter. It was one-sided, provided an inadequate offer amount for the easements, failed to account for remediation of impacts to the Property after a flood event, omitted any consideration of indemnification, and disregarded the issues that previously compelled the School District to litigate against Valley Water concerning San José High School.

Despite these deficiencies, the School District invested significant time and resources reviewing Valley Water's offer and preparing a draft Agreement for Dedication of Easement ("Proposed Agreement"). The Proposed Agreement was carefully worded to, among other things, preserve a safe and educational environment for students, and ensure the community's ongoing access to the Park while affording Valley Water the most efficient use of the Easement Area (defined in the Proposed Agreement). The School District's understanding was that the Proposed Agreement would initiate the negotiation process between the two.

Instead of any substantive response to the Proposed Agreement or acknowledgement of a willingness to discuss or negotiate the proposed terms, Valley Water's subsequent communication of October 14, 2025, simply gave notice of the Board meeting to consider the RON and a message from Mr. Ken Anderssohn indicating that Valley Water had "looked at" the School District's draft and found "so many things in the draft that they cannot accept" if they were to "build the project the way they want to build it." Mr. Anderssohn identified specific provisions of the draft that would not work for Valley Water and concluded that unless the parties reverted to Valley Water's draft agreement, "there is no other way to move forward." This take-it-or-leave-it approach effectively concluded negotiations before they had even begun.

At minimum, the School District expected a counterproposal, rationale for rejecting the School District's proposed terms, or any show of effort to work toward a mutually acceptable solution. Indeed, the law requires Valley Water to make a genuine effort to negotiate before adopting an RON—and that had not occurred by the time the October 14, 2025, Board meeting was scheduled. At approximately 10:30 a.m. on Monday, October 13, 2025, a federal holiday, and one (1) day prior to the Board meeting to decide upon the RON, the School District received correspondence from Valley Water that higher management decided to postpone the hearing so that staff would have more time to negotiate with the School District.

To date, the School District and Valley Water and their respective legal counsel have engaged in two (2) meetings in attempts to negotiate mutually acceptable easement terms—the first on October 30, 2025, and the second on November 13, 2025. Although progress has been made on certain issues, several material points of disagreement remain regarding the primary implications from the Project, including, primarily: (i) just compensation to the School District for the easement and portion of the School to be impacted by the Project during and after a flood event; (ii) responsibility for remediation of impacts to the Park after a flood event; and (iii) indemnification that protects the School District from third-party claims should the Project cause impacts to properties neighboring the School. These unresolved issues pertain directly to the School's operation, the School District's legal exposure, and student safety, rendering any RON legally unsupported and premature. These matters require continued discussion and technical review, at minimum, before any irreversible action may be appropriate. The following provides the Board with a concise account of these issues and their importance to the School District.

Notably, this history demonstrates that Valley Water has yet to engage in the genuine, good-faith negotiations contemplated by Government Code section 7267.2 before seeking an RON, and instead advances toward condemnation on an essentially take-it-or-leave-it basis.

III. LEGAL STANDARD

Valley Water may only commence an eminent domain proceeding after its Board has adopted an RON that meets the requirements

of Article 2, Chapter 4, Title 7, Part 3 of the Code of Civil Procedure. (Code Civ. Proc., § 1245.020.) Absent an emergency project necessary to protect health, safety, welfare, or property, here, the RON must contain all of the following:

- General statement of the public use for which the property is to be taken and reference to the statute that authorizes the entity to acquire the property by eminent domain;
- Description of the general location and extent of the property; and
- Declaration that the entity’s governing board has found and determined all of the following:
 - Public interest and necessity require the project;
 - The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
 - The property is necessary for the project;
 - The compensation offer required by Government Code section 7267.2 has been made to the property owner; and
 - The Project’s use of the Property will not unreasonably interfere with the public use.

(*Id.*, §§ 1240.510, 1245.230.)

Regarding compensation, the entity must provide the property owner a written statement of, and summary of the basis for, the amount proposed as just compensation. (Gov. Code, § 7267.2(b).) Included in such statement, in the matter at hand, must include the following information:

- Date of valuation, highest and best use, and applicable zoning;
- Principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the value determination; and
- The just compensation for the property acquired and for damages to remaining property.

(*Id.*, §§ 7267.2(b)(1)-(3); see also *Id.*, §§ 1263.310 [stating the measure of compensation is fair market value], 1263.410 [addressing compensation for injury to remainder of property where property acquired is part of a larger parcel], 1263.420 [addressing damage to remainder of property].)

The RON has no conclusive effect if its adoption involves a gross abuse of discretion by the condemning entity. (Code Civ. Proc., § 1245.255(b).) A gross abuse of discretion may be proven either by a lack of substantial evidence supporting the RON or by showing that the condemning entity irrevocably committed itself to the taking regardless of the evidence presented at the RON hearing. (*Redevelopment Agency v. Norm’s Slauson* (1985) 173 Cal.App.3d 1121 (“*Redevelopment Agency*”).) As explained further below, the record does not demonstrate substantial evidence of compliance with these requirements, and therefore, Valley Water cannot lawfully adopt the RON.

IV. GROUNDS FOR DENIAL OF RON

A. Valley Water Has Failed to Demonstrate the Necessity of the Easement at Its Currently Proposed Location and That the Property Is Necessary for the Project.

The Water District bears the burden of proving that the location of the proposed easement is necessary for the Project at its current location and that it is compatible with the greatest public good and the least private injury. (Code Civ. Proc., § 1240.030(b).) Such findings must be supported by substantial evidence showing that the easement’s specific placement, configuration, and extent are essential to the Project’s function. The record here does not support such a determination nor may it be used to support a Board finding that the easement’s current alignment is “most compatible with the greatest public good and the least private injury” as required by law.

First, Valley Water has never provided the School District with any technical analysis or expert opinion as to the reasoning for the easement’s direct intersection through the center of the School, nor whether any alternative placements adjacent to the Property were considered. Valley Water has stated that the Project would or may sacrifice the School’s fields for the protection of its buildings. Valley Water fails to consider that the School’s fields are integral educational facilities and are classrooms. Directly west and south of the School is the City of San José-owned William Street Park. There is no indication that Valley Water analyzed the viability of placing the easement

on City (or even School District) property along the border between the Property and William Street Park. No comparative analysis or documentation showing that the currently proposed placement is the least-intrusive option has been provided to the School District. This route places the burden on children who are themselves a part of the public, and inflicting avoidable risk or disruption on them defeats the statute's requirement that Valley Water prioritize "the greatest public good."

The law requires that the Project impose the least injury, which demands, at a minimum, an actual showing that less-injurious placements were considered and deemed infeasible. Therefore, without any such evidence demonstrating why the easement must divide a functioning elementary school rather than be located on undeveloped portions of William Street Park or along Coyote Creek Trail, Valley Water cannot meet its burden of producing substantial evidence to show that the Project Improvements at the School were planned and located in the manner most compatible with the greatest public good and least injury, as is legally required.

Second, contrary to Valley Water's position expressed during the October 20, 2025, conversation with the School District, Valley Water's own Project modeling in the Environmental Impact Report ("EIR") indicates that the Project will have impacts to the School, as shown in Figure 3 and Figure 5 of EIR Appendix H-3, attached hereto and incorporated herein as Exhibit B and Exhibit C, respectively. The Project proposes over seventeen thousand (17,000) feet of flood walls or passive barriers, some of which will reach heights of six (6) and nine (9) feet. (EIR, p. 2-50) No technical analysis is required to comprehend that the Project, given this scope, will channelize flood waters upstream of the Property and through, over, and across the Property, increasing both the extent and severity of inundation to the portions of the Property that the Improvements will subject to flooding. Specifically, the Project, during its operation, has the potential to increase the maximum water depth of flood water at the School by between one (1) and approximately one and one-third (1.3) feet, and increase its maximum velocity by up to one (1) foot per second. (See Exhibit B and Exhibit C.) At minimum, this maximum water depth and maximum velocity rate would expose the recreational portions of the School to greater amounts and risks of erosion, deposition of sediment and debris, scouring and scarification, and other impacts from larger and higher quantities of debris being carried by flood waters than it would experience without the Project. These impacts and conditions directly undermine Valley Water's claims that the Project would not change the flooding on the School and is planned and located in the manner most compatible with the greatest public good and the least private injury. Without any evidence to the contrary, the Board cannot make the required finding of necessity.

Because Valley Water has not offered substantial evidence demonstrating why the easement cannot be relocated or reconfigured in a manner to reduce impacts to the School, the record does not support a finding that the location of the easement is necessary for the Project, especially in light of the potentially severe and far-reaching impacts to the School—which Valley Water's modeling acknowledges. Until Valley Water proffers substantial evidence supporting the chosen location, the Board cannot make the requisite necessity finding, and the RON must be denied.

B. Valley Water Has Failed to Make an Offer of Just Compensation.

Valley Water's offer of compensation for the easements is legally deficient and cannot support adoption of the RON. It has offered the School District a paltry four hundred twenty-eight thousand dollars (\$428,000) for a permanent water easement and temporary construction easement to construct the Project Improvements, along with compensation for eleven (11) mature trees that will be removed and not replaced. The Offer fails to satisfy the requisite standard for just compensation primarily for two (2) reasons.

Under California law, "just compensation," in the context of eminent domain, includes not only the fair market value of the property interests actually taken, but also compensable damages to the remainder of the property. (Code Civ. Proc., §§ 1263.310, 1263.410, 1263.420.) Those severance damages expressly include damage to the remainder caused by the construction and use of the project in the manner proposed by the condemning agency. (Code Civ. Proc., §§ 1263.420(a), (b).) And, before adopting an RON, Valley Water must determine the amount it believes to be just compensation and to make a written offer based on an appraisal that, where appropriate, separately states compensation for the property to be acquired and for damages to the remaining property, including any offsetting benefits and the calculations and narrative explanation supporting such amounts. (Gov. Code, § 7267.2.) Further, if the acquisition of only a portion of a property would leave the remaining portion in such a condition as to constitute it an uneconomic remnant, the public entity must offer to acquire the entire property if the owner desires. (*Ibid.*)

First and foremost, Valley Water's Offer values only the permanent easement for the Project Improvements and a

temporary construction easement, and not the portion of the Property subject to increased flood impacts after construction of the improvements—ignoring the statutory requirement to separately identify and pay for severance damages although the Project’s own EIR modeling confirms that certain portions of the Property will experience deeper, faster, and more destructive flood flows as a direct result of the channelization caused by the Project Improvements. (See above.) Pursuant to Code of Civil Procedure sections 1263.410 and 1263.420, these post-Project impacts are compensable as a matter of law. In this context, the Offer effectively exploits the School District by attempting to shift onto it the entire burden of remediating foreseeable, model-predicted flood impacts to the portions of the Property south and west of the easement. By failing to account for the value of and impacts to the remainder of the Property, Valley Water unlawfully attempts to avoid costs and offload responsibility onto the School District.

Such an artificially narrow valuation constitutes a lack of substantial evidence that just compensation has been offered in accordance with Government Code section 7267.2(b)(3). This provision required Valley Water to include information pertaining to compensation for damages to the remaining property. No such information was included in the Offer Packet. Any offer that omits compensable categories of damages does not constitute an offer of just compensation. (*Id.*; see also Matthew A. Siros, *Just Compensation Under California Law for Temporary Severance Damages and Impairment of Access*, 36 Cardozo L. Rev. 441 (2014).)

Second, the Offer is based on an appraisal that undervalued the Property. On October 9, 2025, the School District received an appraisal of the Property and easements (“School District Appraisal”) from David B. Wraa, Senior Vice President of Bender Rosenthal Inc. (“BRI”), in part to determine whether Valley Water’s Offer constituted just compensation. BRI prepared the School District Appraisal in a manner unlike that of Valley Water’s in the following ways: (i) BRI appraised the Property according to its highest and best use (single-family residential use, likely as a higher-density planned development); (ii) looked at comparable sales of higher-density, larger developments more closely aligned with how the Property would be developed at its highest and best use; (iii) considered the Property’s potential to be developed with a density of twenty (20) units per acre; and (iv) concluded that the permanent easement, construction easement, and improvements impacted by the easement warrant an amount multiple times greater than what Valley Water offered.

The Offer Packet lacks information indicating that Valley Water analyzed whether and to what extent the post-Project, post-flooding condition of the School’s fields will impact school operations in a manner that would leave these areas effectively unusable or, at least, significantly less valuable. Nor does the Offer Packet mention damages to the remainder of the Property or how the Project’s benefits were weighed against the clear risk of increased flooding at at least one (1) operational elementary school, which is required per Government Code section 7267.2(b)(3). Last, the appraisal involved comparison of sales and properties developed less intensively than the Property could be developed, which produced a lower appraisal value. Such errors and omissions contravene the plain language of the Government Code and Code of Civil Procedure in this context.

Last, Valley Water ignores the material risk that, by channelizing flood flows and increasing depth and velocity across the School, the Project may render the School’s fields functionally impaired and too expensive to restore. If, as the modeling indicates, the remainder of the Property will be subjected to deeper, faster, and more destructive flooding, the remainder may qualify as an uneconomic remnant. Valley Water is therefore obligated to evaluate this condition, disclose it, and structure the Offer accordingly. Until Valley Water evaluates whether the fields will be rendered an uneconomic remnant and offers to compensate the School District for that portion of the Property, the Board cannot lawfully conclude that the just compensation requirement has been satisfied.

Valley Water’s Offer does not meet the statutory requirements. The Offer is limited to valuation of the proposed permanent easement and temporary construction easement areas, based on Valley Water’s deficient appraisal, and it fails to include compensation for severance damages. Particularly, the Offer does not include compensation for the portion of the Property proposed to be most impacted during and after a flood event, despite Valley Water’s own analyses concluding that this area of the Property will experience increased inundation, damage, and loss of use as a direct result of the Project. Accordingly, Valley Water must withdraw the current Offer and reissue a revised offer based on an appraisal of the Property based on its highest and best use, and that includes consideration for severance damages, remainder impacts, and all reasonably foreseeable post-Project remediation costs.

C. The Project Will Unreasonably Interfere With the School’s Existing Public Use of the Property.

Approval of the RON is conditioned on the Board’s determination that use of the School “will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future.” (Code Civ. Proc., § 1240.510.) Valley Water cannot meet this standard on the record. The proposed easement and Project Improvements would bisect an active elementary school campus, materially impair the School’s fields, expose the remainder of the Property to greater flood impacts, and expose the District to potential litigation. Furthermore, the Park is not only utilized by District students on a daily basis for physical education and athletics, but also by the City pursuant to a joint use agreement that expires in 2034—a well-established public use since 2004. The Project will impose recurring and consistent operational disruption, safety risk, and eventually, damage of the School’s fields. This constitutes an unreasonable interference with the School’s public use, particularly where less-injurious, less-invasive locations exist for placement of the easements.

D. Valley Water Refuses To Indemnify the District Against Project-Related Claims by Neighboring Property Owners.

The Project proposes to channelize approximately nine (9) miles of the Coyote Creek corridor, which will concentrate flood flows within a confined alignment and increase both water depth and velocity at the Property. Any failure of the Project Improvements or any deviation from expected performance of the Improvements may expose properties adjacent to and downstream from the School to heightened flood impacts. Nevertheless, the Water District refuses to indemnify the School District against third-party claims arising from potential Project impacts. The School District may face legal exposure if the Project Improvements fail, are alleged to have been improperly maintained or tampered with, or even if floodwater damages adjacent property due to channelization. In such an event, neighboring property owners may not risk omitting the School District from the suit, and in fact, may not know whether and to what extent the School District or Valley Water District’s actions or inaction contributed to the cause of the suit.

By refusing to indemnify the District against these claims, Valley Water attempts to shift onto the School District all legal and financial risk of impacts from the Project Improvements at and near the Property. No public agency acting reasonably and responsibly—and particularly as a steward of the community’s children—would accept allocation of such risk, particularly where the purpose of the Project is to protect the broader community. A taking that would leave the School District responsible for the risks and costs of defending and potentially remediating third-party claims arising from the Project does not align with the statutory mandates of “least injury” and “just compensation,” which require that the public entity—not the party losing its property—accept responsibility for foreseeable or potential project-related impacts.

Notably, if Valley Water does not believe the Project will have significant adverse impacts (which it has stated during both negotiation meetings with the School District) or that they will be mitigated, it should have no objection to indemnifying the School District.

E. Approval of the RON Would Constitute a Gross Abuse of Discretion Given Valley Water Pre-Committed Itself to the Taking.

A condemning entity commits a gross abuse of discretion where it irrevocably commits itself to a taking before undergoing the procedures and analyses required by Article 2. (Code Civ. Proc., § 1245.255(b); *Redevelopment Agency, supra*, 173 Cal.App.3d at p. 1127.) An RON adopted under such circumstances is deprived of its conclusive effect. Valley Water’s conduct prior to this scheduled RON hearing constitutes precisely this issue.

Prior to any meaningful negotiation, Water District staff declared that the School District’s Proposed Agreement contained “so many things...that they cannot accept” and that “there is no other way to move forward” unless the School District ceased any attempt at protecting the School and its students and blindly accepted Valley Water’s initial draft. The position was taken prior to Valley Water’s understanding of which terms the School District would have been willing to negotiate on. Additionally, at that point in time, Valley Water could not have been aware of the School District’s primary concerns (i.e., its students’ safety and ability to enjoy the recreational uses on the Property).

Without any intervening correspondence, Valley Water then noticed the first RON hearing, postponing it just one (1) day prior to the scheduled vote and only after the School District submitted its Letter of Intent to Appear which commented sternly on Valley Water’s lack of willingness to participate in good faith negotiations. This sequence indicates that Valley Water had already determined to pursue the taking, and treating the RON hearing as more of

a procedural formality rather than a genuine opportunity to weigh the evidence or learn more about the District's position and willingness to negotiate.

On its own, such pre-commitment is sufficient to deprive any RON of conclusive effect under Code of Civil Procedure section 1245.255(b), even independent of the lack of substantial evidence of necessity, location, just compensation, and public use interference. Given that Valley Water predetermined the outcome and proceeded toward the hearing as though the taking were inevitable, any approval of the RON at this stage would constitute a gross abuse of discretion and be responded to accordingly.

V. CONCLUSION

Accordingly, the School District reiterates its request that Valley Water's Board deny the RON, direct staff to continue negotiations consistent with the principles listed above, direct staff to commission a new appraisal, and propose a new offer for the easements that lawfully accounts for the highest and best use of the Property, severance damages, and remediation costs. The School District appreciates the Board's time and the opportunity to present its position.

Sincerely,



Signing Time: Nov 24, 2025, 05:45:18:580 p.m. (PST)

box SIGN

13KV6J98-4LXWVLL2

Seth Reddy

Chief Business Officer

Exhibit A

Selma Olinder Elementary School, 890 E William Street, San Jose, California 95116
(APNs 472-33-007, 472-33-010)



Exhibit B

EIR, Appendix H-3, Figure 3

Change in Max. Water Depths 1 ft and Over Operational Baseline Conditions

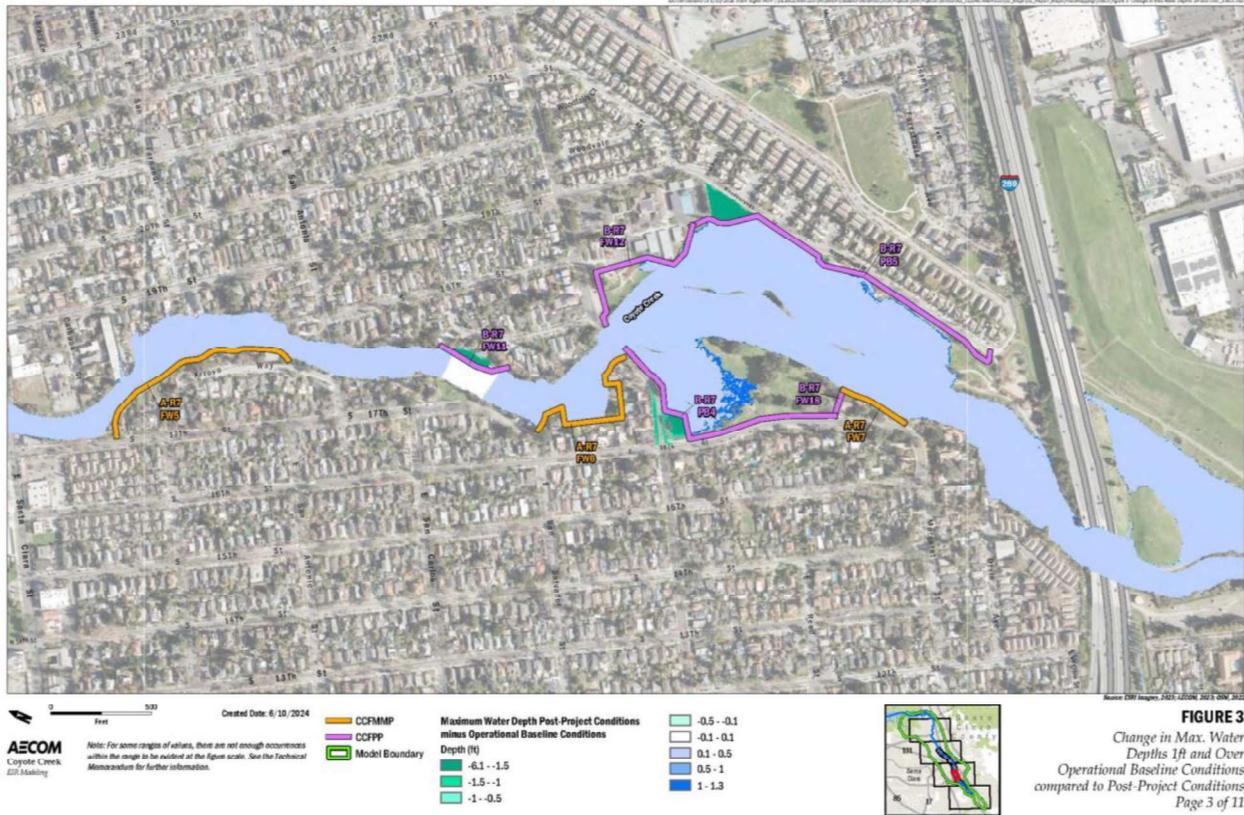
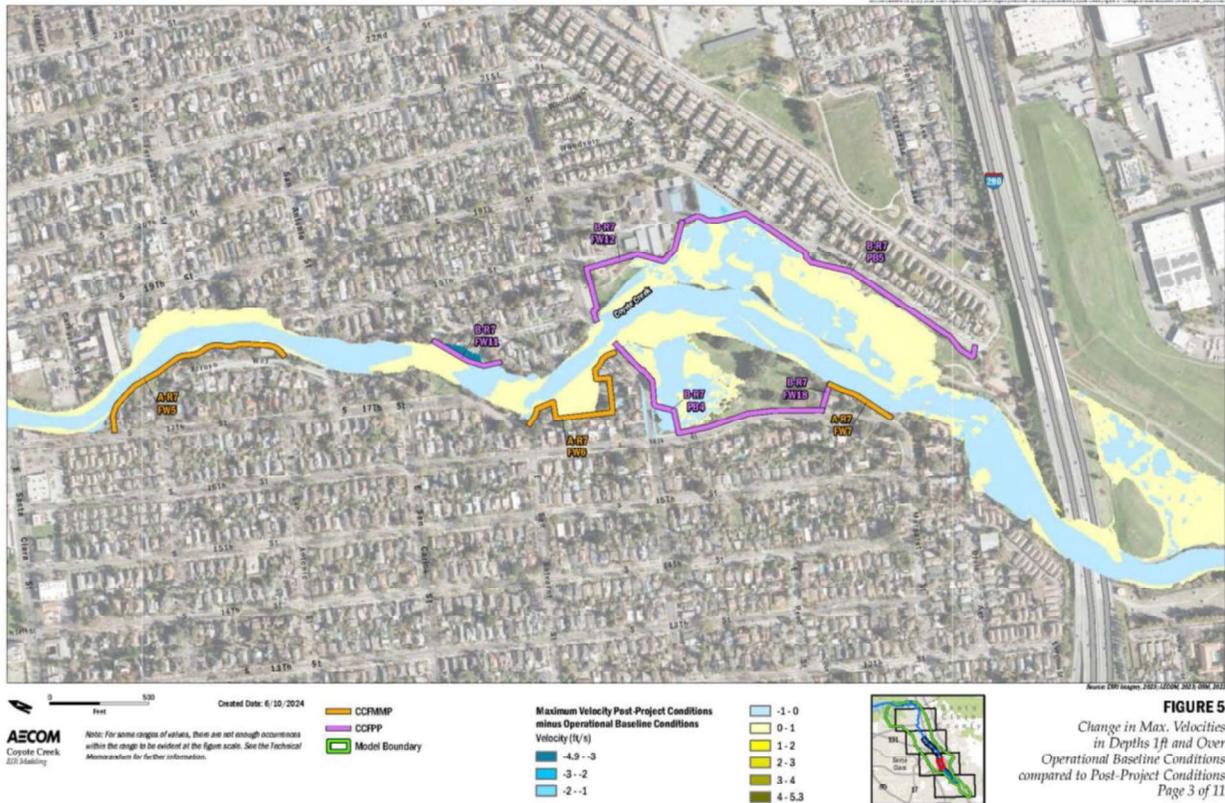


Exhibit C

EIR, Appendix H-3, Figure 5

Change in Max. Velocities in Depths of 1 ft and Over Operational Baseline Conditions



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Santa Clara Valley Water District

File No.: 25-0972

Agenda Date: 11/25/2025

Item No.: 3.6.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Safe, Clean Water and Natural Flood Protection Program Annual Cycle Overview.

RECOMMENDATION:

Receive an overview of the Safe, Clean Water and Natural Flood Protection Program Annual Cycle.

SUMMARY:

In November 2020, voters in Santa Clara County overwhelmingly approved Measure S, a renewal of Santa Clara Valley Water District's (Valley Water) Safe, Clean Water and Natural Flood Protection Program.

The program was first passed by voters in 2000 as the Clean, Safe Creeks and Natural Flood Protection Plan, then again in 2012 as the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program). The renewal of the Safe, Clean Water Program continues to provide funding for local projects that deliver safe, clean water, natural flood protection, and environmental stewardship to all the communities we serve in Santa Clara County.

While evaluating ways to improve the 2012 program, Valley Water gathered feedback from more than 21,000 community members. That helped Valley Water create the six priorities for the renewed Safe, Clean Water Program, which are:

- Priority A: Ensure a Safe, Reliable Water Supply
- Priority B: Reduce Toxins, Hazards and Contaminants in Our Waterways
- Priority C: Protect Our Water Supply and Dams from Earthquakes and Other Natural Disasters
- Priority D: Restore Wildlife Habitat and Provide Open Space
- Priority E: Provide Flood Protection to Homes, Businesses, Schools, Streets and Highways

- Priority F: Support Public Health and Public Safety for Our Community

Each of the six priorities include operational projects, capital projects, or both, each with clearly defined key performance indicators (KPIs) to track long-term performance. KPIs help Valley Water monitor progress, identify potential issues, and uphold accountability.

Valley Water publishes annual reports, which provide financial information, updates on the progress of each priority area, accomplishments, opportunities, and challenges.

To ensure transparency and accountability to the voters, the ballot measure also created an Independent Monitoring Committee (IMC), appointed by the Santa Clara Valley Water District Board of Directors. The IMC annually reviews the program's progress and reports its findings and recommendations to the Board. Additionally, the IMC reviews each proposed 5-year implementation plan prior to its submittal for Board approval.

Furthermore, Valley Water is required to conduct professional third-party audits of the Safe, Clean Water Program at least once every five years. The first independent audit is currently underway.

The voter-approved measure includes a provision for the Valley Water Board of Directors (Board) to direct staff to modify or not implement projects due to various reasons, including federal and state funding limitations, regulatory issues, etc. Changes to KPIs are considered "modifications." Also, as the Safe, Clean Water Program progresses, project descriptions, benefits, geographic area of benefit, and funding or schedules, which don't impact KPIs, may need to be adjusted due to various factors.

Valley Water has established and recently enhanced a Board-approved Change Control Process to carry out project changes in alignment with the provisions of Measure S. The enhanced process increases interested party engagement and provides greater clarity around funding modifications and evaluation procedures. When required, public hearings will typically be held between January and March, to align with the Capital Improvement Program Annual Development Cycle.

The Safe, Clean Water Program operates on a 15-year financial cycle. Every 15 years, the Board will evaluate the need for the tax and decide whether to maintain, reduce, or repeal it to accomplish the community-identified needs. The evaluation process will include engagement with the community and stakeholders.

Attached is a PowerPoint providing an overview of the Safe, Clean Water and Natural Flood Protection Program Annual Cycle (Attachment 1).

For more information on the Safe, Clean Water Program, visit <https://www.valleywater.org/safe-clean-water-and-natural-flood-protection-program>.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with receiving an overview of the Safe, Clean Water and Natural Flood Protection Program Annual Cycle.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

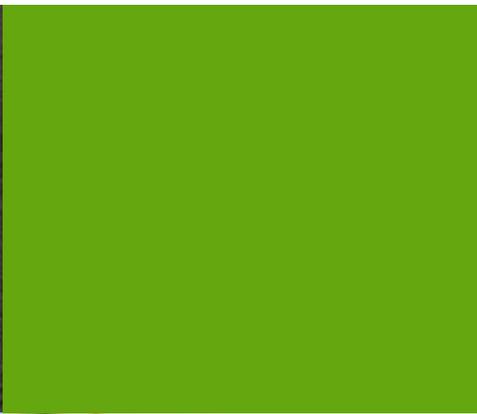
The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Luz Penilla, 408-630-2228



Safe, Clean Water

and Natural Flood Protection

Safe, Clean Water and Natural Flood Protection Program Annual Cycle Overview

Presented by: Meenakshi Ganjoo, Program Administrator
November 25, 2025

Agenda

Background

Program Implementation

Program Delivery &
Financial Management

Annual Cycle Timeline

Next Steps

Background & Program Implementation



History of Voter-approved Measures



2000

Two-thirds of voters approved the 15-year Clean, Safe Creeks and Natural Flood Protection Plan

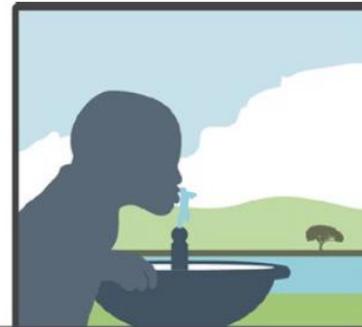
2012

74% of voters approved the 15-year Safe, Clean Water and Natural Flood Protection Program focused on five (5) priorities

2020

75% of voters approved the renewal of the Safe, Clean Water and Natural Flood Protection Program, focused on six (6) priorities

Community-Preferred Priorities



Priority A

Ensure a safe, reliable water supply

Safe, Clean Water
and Natural Flood Protection



Priority B

Reduce toxins, hazards and contaminants in our waterways

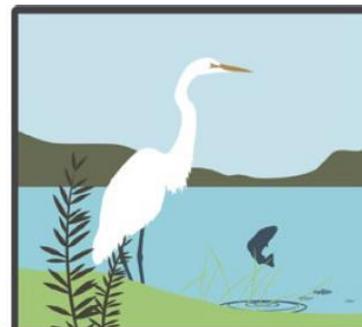
Safe, Clean Water
and Natural Flood Protection



Priority C

Protect our water supply and dams from earthquakes and other natural disasters

Safe, Clean Water
and Natural Flood Protection



Priority D

Restore wildlife habitat and provide open space access

Safe, Clean Water
and Natural Flood Protection



Priority E

Provide flood protection to homes, businesses, schools, streets and highways

Safe, Clean Water
and Natural Flood Protection



Priority F

Support public health and public safety for our community

Safe, Clean Water
and Natural Flood Protection

Transparency and Accountability



Multiple
15-Year
Financial
Planning
Cycles



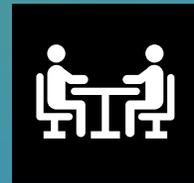
5-Year
Checkpoints and
Implementation
Plans



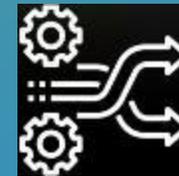
Annual Reports;
Website
Updates



Independent
Monitoring



5-Year
Professional,
Independent
Audits



Change
Control
Process



Public &
Interested
Parties
Engagement
Process every
15-years

Valley Water Board Roles & Responsibilities

- Approve implementation strategies, project budgets, and budget adjustments.
- Conduct an annual detailed review of the Safe, Clean Water Program performance, financial analysis, and strategies.
- Direct project adjustments or modifications, including not implementing a project due to funding or other limitations.
- Initiate professional, independent audits of the program every five years.
- Appoint the Independent Monitoring Committee (IMC).
- Evaluate the need for the Safe, Clean Water Program at 15-year intervals.

IMC Roles & Responsibilities

1. Conduct an annual review of Valley Water's fiscal year report on the Program.
2. Provide an annual report to the Board regarding the implementation of the Program's intended results.
3. Review each five-year implementation plan for the Program before it is submitted to the Board for approval.
4. Through its review of the annual reports and five-year implementation plans, make recommendations to the Board regarding reasonably necessary measures to meet the Program's priorities.
5. Review and recommend to the Board and Public every 15 years whether the special tax should be reduced or repealed or is needed to build additional projects to achieve related programmatic benefits in accordance with the priorities of the Program.

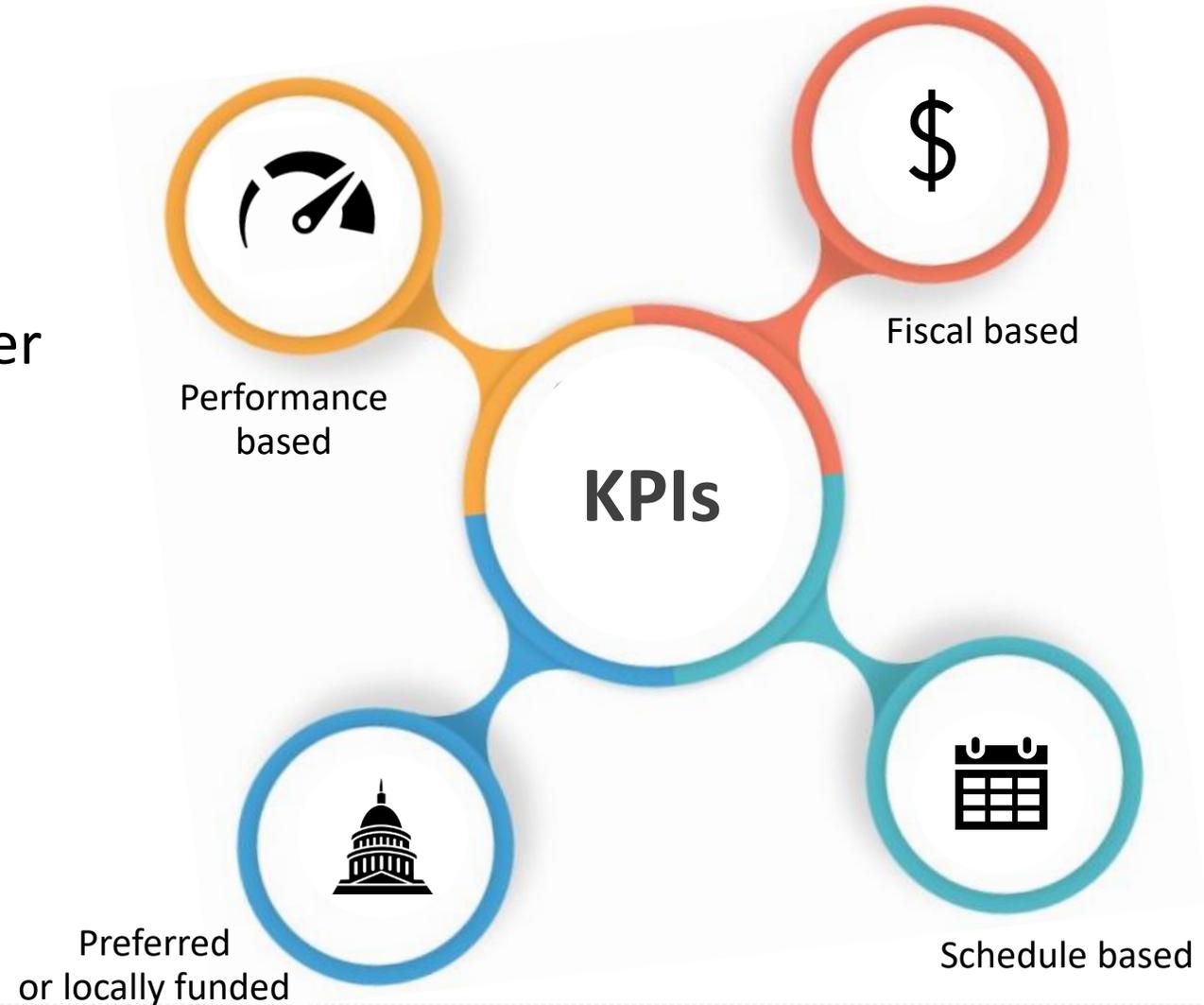
Staff Roles & Responsibilities

- Plan Program implementation.
- Develop 5-year implementation plans with targets for the Board's consideration.
- Implement projects to meet project-specific Key Performance Indicators (KPIs).
- Publish annual reports to track and report on the Program's progress.
- Perform annual financial analysis and recommend budget adjustments and modifications necessary to maintain SCW Fund financial health.
- Recommend text and schedule adjustments, as necessary.
- Ensure project adjustments and modifications are carried out per the Board-approved Change Control Process.
- Maintain Program webpages.
- Support the work of the IMC.

Program Delivery and Financial Management

Monitoring Projects & Program Performance

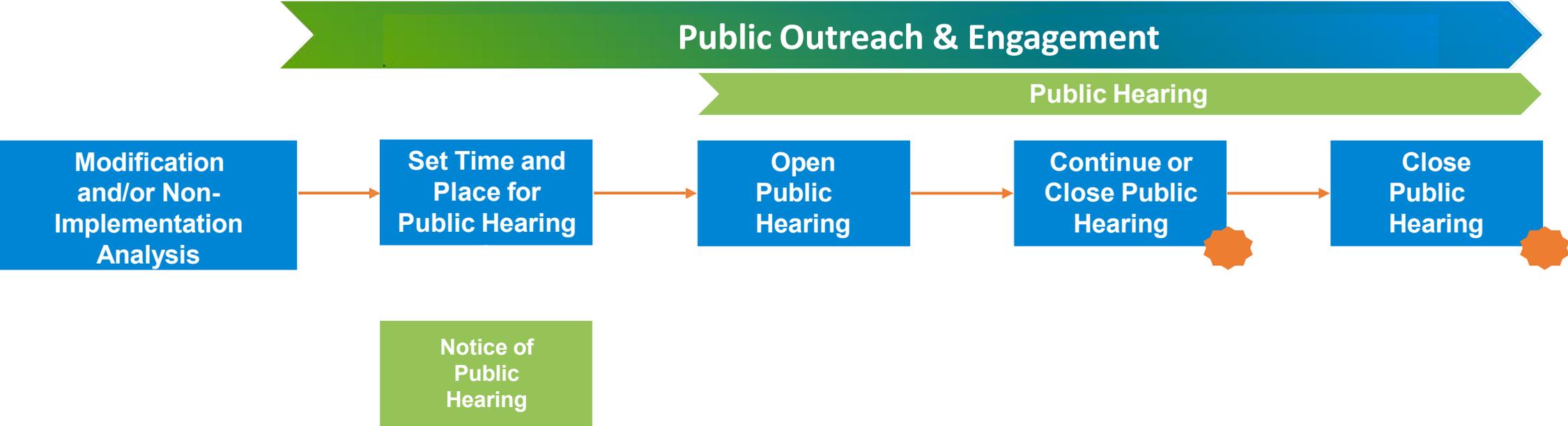
- KPIs were approved by the voters as part of Measure S
- Board may modify KPIs as per the Change Control Process
- IMC may recommend KPI modifications to the Board



Change Control Process

Adjustment (Requires publicly noticed meeting)	Changes to a project text, funding, or schedule that don't impact Program KPIs
Modification (Requires formal public hearing)	Changes to KPIs or funding changes that impact any Program KPIs
Not Implement (Requires formal public hearing)	Decision to not implement a project

Standard Process Timeline*

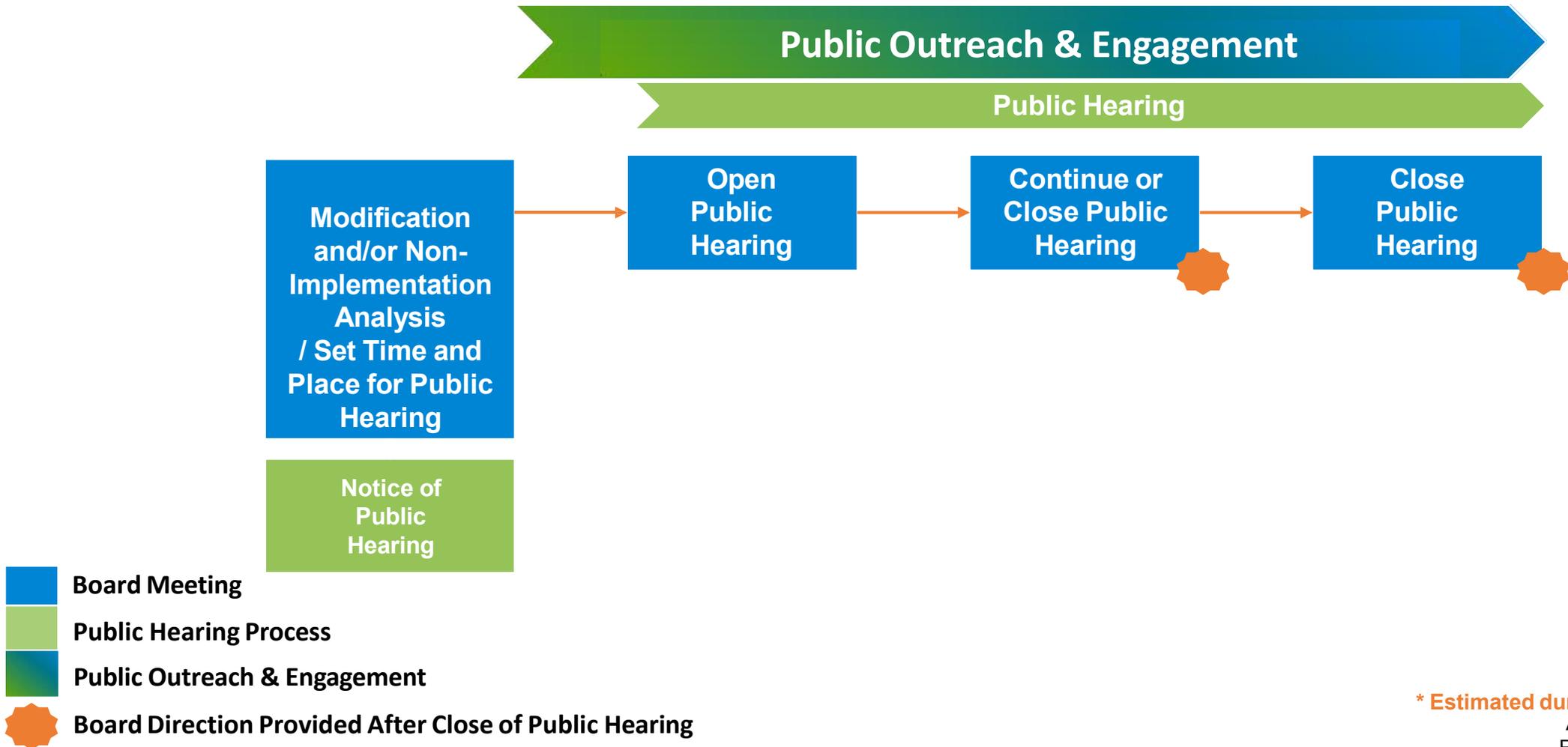


- Board Meeting
- Public Hearing Process
- Public Outreach & Engagement

Board Direction Provided After Close of Public Hearing

* Estimated duration 2-3 months, may require Board Committee Meetings.

Expedited Process Timeline*



* Estimated duration 1-2 months.

General Financial Management Background

15

- **Capital Improvement Program Five-Year Plan (CIP):** A planning document that serves as a strategic roadmap for implementing capital projects within available financial capacity and in alignment with Valley Water priorities
 - CIP = planning and prioritization tool
- **Budget:** The money that the Board allocates each year to fund Valley Water's projects and agency objectives
 - Budget = funding authorization
- **Financial Model:** Demonstrates financial capacity/constraints over multi-year time frame by fund

Financial Management Background

Safe, Clean Water Program

16

- **Countywide Parcel Tax:** Measure S revenue, which is not earmarked for or distributed by city
 - Revenues must support voter-approved priorities only
- **Voter-approved priorities:** Valley Water is committed to completing 31 capital and operating projects under 6 priorities approved by voters in Measure S
- **Project cost estimates:** estimates are not earmarks
 - Unless... financial commitment is specified in KPI
 - Original 15-year cycle included \$90M in reserves for future cost estimate changes
 - Recent extreme capital cost inflation has quickly depleted those reserves
- **Supplemental Funding:** provided by Watershed Stream Stewardship (WSS) and Water Utility Enterprise (WUE) funds for many projects

How Funding Works

Safe, Clean Water Program Implementation

- **Planned capital funding:** Planned multi-year funding reflected in CIP
- **Planned operating funding:** Planned multi-year funding reflected in 5-Year SCW Implementation Plans
- **Authorized Funding:** Reflected in current Adopted Budget by project
- **Project Modifications:** Board may modify a project’s schedule, scope, or cost, impacting a KPI, or cancel a project in response to economic, policy, or regulatory conditions
 - Must follow the SCW Change Control Process
 - Staff use risk-based prioritization tools to support recommendations
 - Decisions captured in CIP plans, 5-Year SCW Implementation Plan, & Adopted Budget

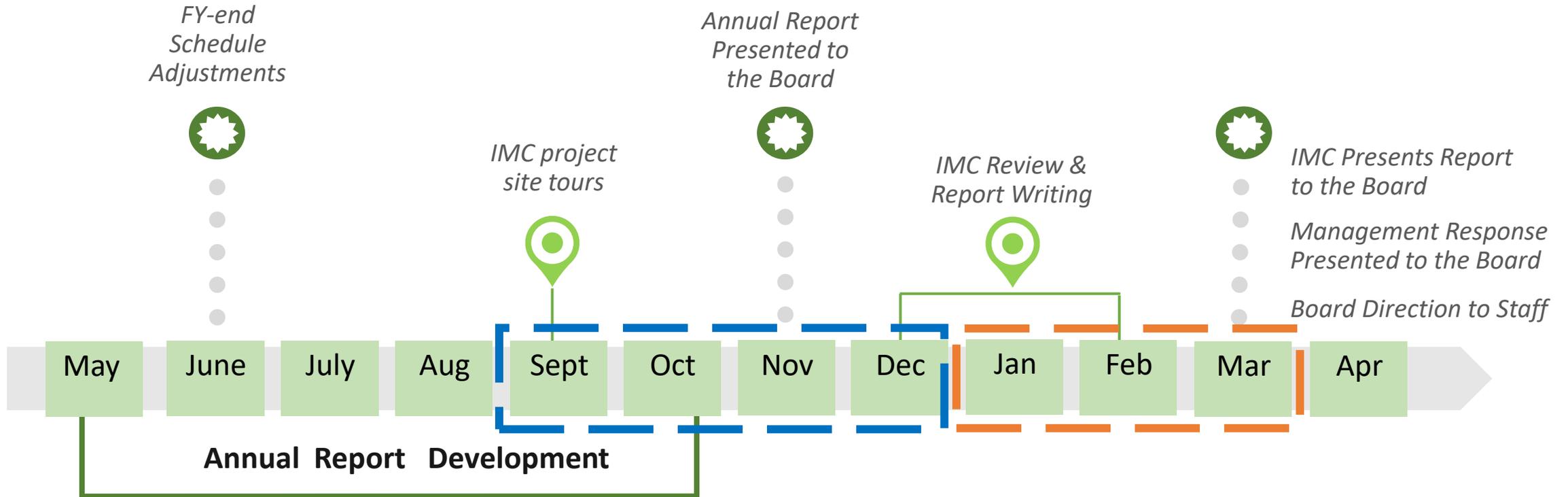
Key Takeaways

- SCW funds **can only be used for priorities** that voters approved in Measure S.
- Project **cost estimates are not earmarks**
- Resources are formally allocated to a project through the Budget Adoption process.
- Excess money from canceled or completed projects **returns to SCW fund reserves**, not to city-specific projects.
- Board allocates funds based on **countywide priorities and highest risks**, not geography.

Annual Cycle Timeline



Safe, Clean Water Program Annual Cycle



— Sept - Dec: Project Plan, Budget Updates, and Financial Analysis

— Jan - Mar: Typical timeline for a public hearing

Next Steps

Integrated Financial Planning Schedule

REF #	MEETING		MILESTONE
	CIP CMTE	BOARD	
1		11/12/25	Review Proposed Improvements to CIP Prioritization; and New Initially Validated & Unfunded Projects Water Rate Planning Overview Biennial Budget Process Overview
2		★ 11/25/26	Watershed CIP Workshop
3	12/15/25		Review Significant Project Plan Updates; List of Re-Prioritized Capital Projects; and CIP Preliminary FY 27-31 Five-Year Plan (Financial Modeling & CIP Updates From Adopted FY26-30 Plan) Initiate SCW Public Hearing Process (if required)
4		1/13/26	CIP Preliminary 5-yr Plan Workshop (Financial Modeling & Significant Updates); Board to Provide Direction CIP SCW/WS Preliminary 10-yr Financial Analysis Preliminary Water Rate Analysis & Scenarios Set time and place for SCW Public Hearing (if required)
5		1/27/26	Open SCW Public Hearing and Cont. (if required) 1 st pass Budget Update
6		2/10/26	Cont. or Close SCW Public Hearing (if required)
7		2/24/26	Close SCW Public Hearing (if required)
8		3/10/26	2 nd Pass Budget Update Draft CIP (Authorize to Distribute for Public Review)
9		4/14/26	Ground Water Charge Public Hearings Begin
10		4/16/26	Ground Water Charge Public Hearing in South County (Gilroy)
11		4/28/26	Ground Water Charge Public Hearings Close CIP Public Hearing Begins
12		4/29/26	Budget Work-study Session CIP Public Hearing Continues
13		5/12/26	Close CIP Public Hearing Board Adoption of Water Rates, CIP, Budget, Investment and Debt Resolutions (w/Final CIP and Budget Reports by 6/30/2026)

LEGEND
CIP
Budget
Water Rates
Safe Clean Water (SCW)
Asset Management (AM)

Combined Presentation

QUESTIONS

Stay informed
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Valley Water
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eNewsletter.





Valley Water

Clean Water • Healthy Environment • Flood Protection

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Santa Clara Valley Water District

File No.: 25-0932

Agenda Date: 11/25/2025

Item No.: 4.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approve and Authorize the Interim Chief Executive Officer to Execute Amendment No. 1 to Joint Use Agreement No. A4201M with the City of Morgan Hill for West Little Llagas Creek Between Monterey Road and Ciolino Avenue (Morgan Hill, District 1).

RECOMMENDATION:

- A. Approve and authorize the Interim Chief Executive Officer to execute Amendment No. 1 to Joint Use Agreement No. A4201M, with the City of Morgan Hill for West Little Llagas Creek between Monterey Road and Ciolino Avenue; and
- B. Delegate authority to the Interim Chief Executive Officer to approve future amendments to Joint Use Agreement No. A4201M with the City of Morgan Hill for West Little Llagas Creek between Monterey Road and Ciolino Avenue.

SUMMARY:

On September 28, 2018, the City of Morgan Hill (City) and the Santa Clara Valley Water District (Valley Water) entered into a 25-year term agreement (A4201M) titled "Joint Use Agreement between City of Morgan Hill and Santa Clara Valley Water District for West Little Llagas Creek between Monterey Road and Ciolino Avenue" (JUA). The JUA, in part, authorizes the City of Morgan Hill to use Valley Water-owned property, more specifically approximately 2.5 miles of West Little Llagas Creek and the West Little Llagas Creek Bypass from Ciolino Avenue extending south to Lake Silveira, as a public access trail. The JUA defines the maintenance requirements, public management protocols, and other factors associated with this public recreational access (Attachment 2).

The City and Valley Water desire to update certain provisions of the JUA to address City proposed tree plantings along the trail and maintenance responsibilities on Valley Water property. Accordingly, Section 1 of the JUA (Scope of License Grant to City) is amended (Attachment 1) to include the planting and maintenance of trees and incorporates Exhibit B to define tree planting and maintenance requirements.

Key provisions of the Amendment include:

- City must obtain approval by issuance of a Valley Water permit for the planting of any trees on Valley Water property, including but not limited to the location and species before the initial tree planting and for any future replacement plantings.
- Any trees planted by City are considered City Improvements as defined in the Agreement.
- City is responsible for the installation and maintenance of all Valley Water approved trees.

All future amendments of the JUA will conform to Valley Water's Trail Policy Criteria and Guidance, approved by the Board on August 14, 2018, which will ensure that all such updates are compatible with Valley Water's water supply, flood protection, and stream stewardship operations within the Upper Llagas Creek Flood Protection Project Area. JUA amendments may be executed to accommodate circumstances including expansion of trail sections within the premises, the proposed installation of recreational improvements not included in the current scope of the JUA, changes to maintenance responsibilities or other protocols, and renewals to extend the JUA term. Per the current terms of the JUA, the City will have the right to install additional physical improvements within the JUA premises, provided that any such improvements are first approved by issuance of a Valley Water Encroachment Permit. This permitting process will ensure strict conformance with Valley Water's Water Resources Protection Ordinance and all other applicable laws and regulations. Any new JUAs negotiated with the City will be brought before the Board for consideration and approval.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:

Continued public recreation on the subject property, and the potential planting of trees on the premises, are not anticipated to impact Valley Water activities and are compatible with Valley Water's current use of the property. The JUA allocates responsibility to the City for all costs associated with the public recreational use including trail surface maintenance, vegetation management, litter and graffiti removal. Valley Water will continue its normal maintenance activities consistent with its management of comparable facilities.

CEQA:

On June 10, 2014, the Board certified the Environmental Impact Report (EIR) for the Upper Llagas Flood Protection Project, Resolution No. 14-67. The JUA was entered into in September 2018 with a finding that the JUA was analyzed by, and was consistent with, the EIR for the Upper Llagas Creek Project. Tree planting and maintenance activities along West Little Llagas Creek within the area covered by the JUA are consistent with the actions and activities described in the EIR, which includes discussion of revegetation of project areas after construction. CEQA compliance for future amendments and renewals of the JUA will be considered by the CEO prior to execution.

File No.: 25-0932

Agenda Date: 11/25/2025
Item No.: 4.1.

ATTACHMENTS:

Attachment A: Gov. Code 84308

Attachment 1: Amendment No. 1

Attachment 2: Agreement No. A4201M

UNCLASSIFIED MANAGER:

Lisa Bankosh, 408-630-2618

Attachment A: Gov. Code § 84308

Approve and Authorize the Interim Chief Executive Officer to Execute Amendment No. 1 to Agreement No. A4201M with the City of Morgan Hill for West Little Llagas Creek between Monterey Road and Ciolino Avenue (Morgan Hill, District 1).

List of Parties and Their Agents/Representatives Known to Staff:

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
City of Morgan Hill	Chris Ghione	Public Services Director	17575 Peak Avenue, Morgan Hill, California, USA 95037

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**AMENDMENT NO. 1
TO THE JOINT USE AGREEMENT
Between City of Morgan Hill and Santa Clara Valley Water District
For West Little Llagas Creek between Monterey Road and Ciolino Avenue**

This Amendment No. 1 to the JOINT USE AGREEMENT A4201M between City of Morgan Hill and Santa Clara Valley Water District for West Little Llagas Creek between Monterey Road and Ciolino Avenue in association with the Upper Llagas Creek Flood Protection Project is made and entered into this _____ day of _____, 2025 ("Effective Date") by and between the CITY OF MORGAN HILL ("City"), a municipal corporation of the State of California, and the SANTA CLARA VALLEY WATER DISTRICT ("District"), a special district created by the California Legislature.

RECITALS

- A. The City and District entered into an agreement entitled "JOINT USE AGREEMENT between City of Morgan Hill and Santa Clara Valley Water District for West Little Llagas Creek between Monterey Road and Ciolino Avenue in association with the Upper Llagas Creek Flood Protection Project" dated September 28, 2018 (A4201M) ("Agreement"). The term of this Agreement (including the rights and obligations contained therein) is twenty-five (25) years commencing on the agreement effective date.
- B. The City and District desire to update certain provisions of the Agreement to address City proposed tree plantings and associated maintenance responsibilities.

In consideration of the above Recitals and the following mutual covenants and obligations, the parties do hereby agree to amend the Agreement as follows:

**Amendment No. 1
Agreement Provisions**

- 1. **Add to "1) Scope of License Grant to City" subsection "d." as follows: "d. To plant and maintain trees per the terms in Exhibit B attached hereto."**
- 2. **All provisions of the Original Agreement, except as modified by this Amendment No.1, remain in full force and effect, and are reaffirmed.**

WITNESS THE EXECUTION HEREOF, the day and year first hereinabove written.

CITY OF MORGAN HILL
A Municipal Corporation

SANTA CLARA VALLEY WATER DISTRICT
a California Special District

DocuSigned by:
By: Christina Turner
6D0198AF549944D...
City Manager

By: _____
Melanie Richardson, P.E.
Interim Chief Executive Officer

Approved as to form:

Approved as to form:

DocuSigned by:
Donald Larkin
45E8F0273EA2464...
City Attorney

Susana Inda
District Counsel

ATTEST:

ATTEST:

Signed by:
Michelle Bigelow
66B887310D154F2...
City Clerk

Candice Kwok-Smith
Clerk/Board of Directors

Exhibit B

Tree Planting and Maintenance Requirements:

1. City Responsibilities:

- a. Any trees planted by City are considered City Improvements as referred to in this Agreement.
- b. City is responsible for the installation of all District approved trees.
- c. City is responsible for the installation and maintenance of any and all District-approved trees and irrigation systems per District requirements.
- d. All complaints associated with planted trees shall be responded to and addressed by the City.

2. Approvals:

- a. City must obtain prior approval from the District for the planting of any trees within the Premises, including but not limited to the location and species before the initial tree planting and for any future replacement plantings.

3. Tree Placement Requirements:

- a. No trees may be planted within 75 feet on either side of an ingress ramp.
- b. No trees may be planted within at least 10 feet on either side of an irrigation standpipe.
- c. No trees may be planted directly in front of an outfall.
- d. City is not permitted to plant invasive tree species, including but not limited to Acacia spp., Locust spp., Ash spp., Privet spp., Palm spp., Holly Oak, Olive, Tree of Heaven, and Pepper spp.

4. Irrigation Requirements:

- a. All approved irrigation lines must be buried to prevent damage from Valley Water maintenance activities.
- b. Any leaks communicated to the City by District staff shall be repaired within one week.

5. Maintenance Requirements:

- Any soil or vegetation imported into the Premises must come from a District-approved nursery or be independently tested for Phytophthora before the initial planting and any future replanting.
- Trees shall be pruned according to International Society of Arboriculture (ISA) standards.
- Trees or branches may not encroach upon Valley Water's maintenance road. Branches must not extend into the service road up to a height of 14

- feet. Adjustments to this requirement may be made with District approval.
- A biological assessment must be conducted prior to pruning to assess for nesting birds and other ecological considerations. Nesting birds shall be given work buffers, consistent with the Migratory Bird Treaty Act and other state and local regulations.
 - Dead and fallen trees and debris shall be promptly removed.
 - The use of herbicides is prohibited.
 - City must maintain tree wells, including weeding and mowing.
 - Any temporary stakes, cages, fabric, or other materials used during the tree establishment period must be removed once no longer needed and properly disposed of.
 - As applicable, City must ensure that tree canopies are lifted to allow the District to inspect the inboard levee. Tree limbs must not touch or obstruct the levee surface.

Attachment A

BY THE ENACTED COPY
Contract Administration Unit
AGMT: 4423-M FILE: N/A

File: City of Morgan Hill
Upper Llagas Creek
Flood Protection Project

JOINT USE AGREEMENT

Between

City of Morgan Hill and Santa Clara Valley Water District

For

West Little Llagas Creek between Monterey Road and Ciolino Avenue
In association with the Upper Llagas Creek Flood Protection Project

SANTA CLARA VALLEY WATER DISTRICT, a California Special District created by the California Legislature, hereinafter referred to as "District;" and CITY OF MORGAN HILL, a municipal corporation of the County of Santa Clara, hereinafter referred to as "City", AGREE as follows:

RECITALS:

- A. WHEREAS, District is the owner of certain real property (hereinafter "the Premises"), shown on "Exhibit A" attached hereto, so marked and by this reference made a part hereof. The Premises are located along West Little Llagas Creek from Monterey Road northwesterly to Ciolino Avenue within the City of Morgan Hill; and
- B. WHEREAS, on June 10, 2014, District's Board of Directors certified a Final Environmental Impact Report (Final EIR) and approved its Upper Llagas Creek Flood Protection Project (District Project) as lead agency pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.); and
- C. WHEREAS, District is currently proceeding with the permitting phase of its Upper Llagas Creek Flood Project (District Project), within its right-of-way. After permits are issued, District will subsequently advertise for bids and award contracts for construction of the District Project anticipated to take an estimated five (5) years to complete construction; and
- D. WHEREAS, the District is required to maintain the District Project in accordance with the Resource Agency approved Mitigation and Monitoring Plan (MMP) for a 10-year period following completion of construction needed to meet required success criteria, including a 3-year mitigation planting establishment period; and
- E. WHEREAS, District shall grant a conservation easement to the City within a portion of the Premises in accordance with pending execution of the purchase and sale agreement by and between the District and County of Santa Clara for an approximately 53-acre property commonly known as Lake Silveira, located with the City of Morgan Hill (APN's 779-03-114, 779-06-030, 779-49-014, and 779-06-032) (Conservation Easement); and

Attachment A

File: City of Morgan Hill
Upper Liagas Creek
Flood Protection Project

- F. WHEREAS, District shall also grant a perpetual wetlands mitigation easement to a grantee designated by the United States Army Corps of Engineers over and up to sixteen acres (Mitigation Easement) entirely within the Conservation Easement; and
- G. WHEREAS, the Conservation Easement is subordinate to the Mitigation Easement; and
- H. WHEREAS, City has an interest in using Premises after the construction of District Project to enable City to provide certain recreational opportunities to the public that do not unreasonably interfere with the District's mission of flood protection, water resource management, and stream stewardship; and
- I. WHEREAS, the parties have previously executed the following Joint Use Agreements (JUA) along West Little Liagas Creek that will be superseded upon the execution of this Agreement:
 - a. A2905M (Portion): Edmundson Avenue to LaCrosse Drive executed 12/20/2004 for a term of 25 years;
 - b. A3046RE: Edes Court and Edmundson Avenue executed 7/11/2006 for a term of 25 years;
 - c. A3221M: LaCrosse Drive to Watsonville Road executed 9/9/2008 for a term of 25 years;
 - d. A3414M: Edes Court to Spring Avenue executed 10/26/2010 for a term of 25 years; and
- J. WHEREAS, the parties find it to be in the public interest to provide for joint use of the Premises by means of an Agreement under the following terms and conditions;

Now, therefore, the parties agree as follows:

- 1) **Scope of the License Grant to City.** Subject to the terms and conditions of this Agreement, and contingent upon District's grant of a conservation easement to City as set forth above, District hereby grants to City a non-exclusive license to access and do any or all of the following on the Premises:
 - a. To construct, operate, maintain, repair, replace, and remove City Improvements for recreational purposes on the Premises including, but not limited to, asphalt concrete surfaced pedestrian and bicycle trails, pedestrian bridges, fencing, fixture (trash receptacles, benches etc.) and signage. The construction of such City Improvements shall require prior review and approval by District as signified by issuance of a Water Resources Protection Ordinance Encroachment Permit ("District Permit"), and shall be compliant with all applicable legal and permitting requirements. It is fully understood and agreed that District in its reasonable discretion may approve or disapprove a request for any permit to construct any City Improvement on the Premises.

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- b. To provide non-motorized bicycling, walking, jogging and hiking activities in accordance with all applicable legal and permitting requirements to the extent such activities do not interfere with the District's mission of flood protection, water resource management, and stream stewardship.
 - c. To host special recreational events (e.g., races) that may include an otherwise restricted component such as allowing private vehicular access for safety purposes, so long as City first receives a District Permit to host that event.
- 2) **Subordination to Conservation Easement and Mitigation Easement.** To the extent this Joint Use Agreement conflicts with any provisions of the Mitigation Easement, the terms of the Mitigation Easement shall prevail. To the extent this Joint Use Agreement conflicts with any provision of the Conservation Easement, the terms of the Conservation Easement shall prevail. To the extent this Joint Use Agreement conflicts with any provisions of the MMP, the terms of the MMP shall prevail.
- 3) **Prohibited Uses of Trail.** City shall post notices at all trail entrances that notify users of the trail that the following activities are prohibited:
- Entry of motor vehicles (except for maintenance, emergency, and enforcement vehicles and mobility devices otherwise allowed by law)
 - Unleashed dogs

Subject to the foregoing prohibitions and any other restrictions set forth in this Agreement, City shall have the sole authority to adopt any trail rules and regulations pursuant to City of Morgan Hill Municipal Code for any City Improvements on the Premises that will not interfere with District's mission of flood protection, water resource management, and stream stewardship.

- 4) **Trash and Litter Removal.** City will provide for trash removal on the Premises that is reasonably likely to have been generated from the public's use of the Trail or access to the Premises. City will be responsible for providing sufficient number of trash receptacles, timely maintaining, servicing, emptying trash receptacles, including removing litter/trash and rubbish removal not properly disposed in the receptacles as reasonably necessary. The District is required under the terms of the Mitigation Easement and MMP to ensure trash does not compromise the health and ecological viability of the created wetlands, so District reserves the right, at City's expense, to conduct trash removal within the Conservation Easement if the City fails to properly and routinely remove trash and debris generated from the public's use to the level required under the terms of the Mitigation Easement and MMP. District will notify City in terms of Article 20 of this Agreement prior to conducting this corrective action.

District will manage any Adopt-A-Creek program within the Premises.

Attachment A

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- 5) **Vegetation Management.** If existing vegetation impacts the trail use, then City is responsible for vegetation removal and maintenance, as City deems necessary while in accordance with the terms and conditions of the Conservation Easement. City shall not conduct any vegetation removal and maintenance that is not compatible or consistent with the terms and conditions of Mitigation Easement and MMP for the District Project, per Article 2 of this Agreement.
- 6) **Graffiti Removal.** City will provide graffiti removal in compliance with City's graffiti abatement program, including graffiti removal from walls, signs, etc. installed in conjunction with and/or accessory to the establishment of a public pathway consistent with its implementation of the same program at comparable City facilities. City will have the primary responsibility for removal of graffiti, on the Premises, reasonably attributed to trail use. No permit from District, nor any advance notice, will be required for City to provide the routine removal of graffiti from any City or District facility within the length of the West Little Llagas Creek included within this agreement. Any and all materials used by City in the removal of graffiti within the limits of this agreement shall be approved for use in the State of California, environmentally safe products, which will not impact the West Little Llagas Creek environment in any way.
- 7) **Security.** The premises will be reasonably patrolled by City personnel and/or volunteers supervised by City, at the level of Public Safety that is afforded to all areas of the City. District has no obligations whatsoever to provide or pay for any such patrol services. City shall cooperate and coordinate with District in District's efforts to remove any illegal encampments on the premises, and City shall provide police security during such removal activities at no charge to District.
- 8) **Public Complaints.** City is responsible for responding to all public complaints and inquiries regarding City's improvements on the Premises, including the public trail, and to all inquiries regarding the public's use of the Premises.
- 9) **Removal or Relocation of City Improvements.** If District requires that any City improvement on Premises be removed or relocated for any District purpose, City will do so at its own expense within 90 days of receiving notice from District. If removal or relocation of City improvements, including vegetation installed by City, requires mitigation under the California Environmental Quality Act, City will be responsible for all costs required to fulfill any required mitigation responsibilities. District will inform City during preconstruction planning in the event a District project is performed on the Premises, in order to reasonably minimize District's project impact on City's improvements located on the Premises. In the event a District project is constructed, any replacement of City's trail and amenities will be the responsibility of City, subject to District approval.
- 10) **Water Level Fluctuations.** It is expressly understood by City that the level of water upon the Premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the same. City is responsible for the control of or limiting the public's use of Premises because of such water levels, flood flows, or for any other reason (i.e. harmful algal blooms).

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City is responsible for determining the conditions under which to exercise said control or to limit the use of the Premises to ensure the health and safety of the public using the Premises.

- 11) **Signage.** The District is required under the terms and conditions of the Mitigation Easement to install wetland habitat "sensitive area signage". For all other signage, the parties will cooperate to create and install signage that benefits the programs of each party such as warnings, entrance signage, interpretive signs and benches, and joint uses when applicable. The Deputy Operating Officer designated by District and the Community Services Director of City or their respective designees will meet and confer on a periodic basis to plan the installation of appropriate signage which serves the needs of both parties. All signs placed on the Premises by City (except existing signs that identify the facility (e.g. Trail) by name) must include District's logo in equal size and symmetrical relationship to any other logos contained on such signs. In addition, all City signs or City publications placed on the Premises that describe water resources must be developed in conjunction with District's Watershed customer relations staff. Each party is responsible for the maintenance and upkeep of its signage installed on the Premises.
- 12) **Bird Nesting Season.** Construction and maintenance work during nesting season (generally between February 1st and August 31st) will be avoided whenever possible. If construction or maintenance work must be done during the nesting season, a pre-construction survey by a qualified biologist must be undertaken to determine the presence of nesting. If nesting activity is reported, the biologist is expected to recommend the City to implement adequate mitigation measures to protect the nesting area. Environmental impacts will be considered prior to all work by the responsible party, (City or District, and/or their agents) performing said work. Any and all work related to this clause will be completed by the responsible party in accordance with applicable federal, state, and local environmental health and safety regulations including but not limited to the federal Migratory Bird Treaty Act of 1918, Clean Water Act, Endangered Species Act, the California Fish and Wildlife Code and the Porter-Cologne Act and any amendments thereto.
- 13) **Maintenance and Repair.** District is responsible for performing routine maintenance on the Premises for flood protection and water resource management purposes in a manner consistent with its maintenance of comparable facilities or creeks. City is responsible for the maintenance and repair of recreational improvements on the Premises. City will bear the cost and expense of any security, police, preparation of traffic and pedestrian detour plans, including installation of required appurtenances, or other expenditure necessary to temporarily prohibit or control public access to the Premises that District would not ordinarily incur to complete scheduled routine maintenance pursuant to this provision. In an emergency situation or work tied to regulatory compliance (i.e. fish passage or wetlands functionality concerns), District will respond without notice to City. In non-emergency situations, City and District staff will meet, whenever necessary, for the purpose of scheduling routine maintenance, including, but not limited to:
 - a. Maintenance issues related to improvements;

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- b. Method and timing of issues related to affected wildlife;
- c. Non-emergency work requiring the use of heavy equipment, barricading, and/or restricting access to the Premises. District and City further agree to notify one another's designated representative at least ten (10) work days prior to commencement of such work, in order to minimize public impacts.

- 14) Damage to City's Improvements on Premises.** District is not responsible for any damage occurring to City's improvements or structures located on the Premises that results from District's maintenance, construction or reconstruction activities, or from its water management and/or flood protection facilities located on or near the Premises, including (without limitation) any flood flows, or inundation of West Little Llagas Creek onto the Premises. Further, City is responsible for any damage occurring to either District's or City's improvements or structures located on the Premises that result from the public's use of the Premises. All such costs for repairing such damage to District's or City's improvements will be borne by City.
- 15) Term of Agreement and Renewal Option.** This Agreement will become effective upon execution by both parties. However, the City acknowledges that the District Project will be constructed in phases over an estimated five (5) year period where the construction of the District Project will be given priority over proposed City improvements. City agrees to install City improvements on Premises in accordance with Article 19 of this Agreement. The term of this Agreement (including the rights and obligations contained therein) is twenty-five (25) years commencing on the Agreement Effective Date. This City, upon providing District with no less than ninety (90) days written notice, but no more than 180 days notice prior to the expiration of the initial 25-year term, may renew this Agreement for an additional 25-year period.
- 16) Termination of Agreement.** A party may terminate this Agreement without cause after providing the other party with at least 180 days prior written notice of its intent to terminate this Agreement. Upon the termination or expiration of this Agreement, City must remove all City Improvements from the Premises, and leave the Premises in a condition as near as reasonably practical to its condition prior to the installation and/or development of such improvements. If the District requires the trail to be removed from the Premises due to a flood protection project or other District project, this Agreement will terminate upon District providing the City with written notice of at least 180 days. Notice of intent to renew or to terminate may be given by City's Director of Public Works. Notice of intent to terminate may be given by District's Chief Executive Officer.
- 17) City's Responsibility for Public Use.** Subject to the conditions and restrictions contained in this Agreement, City has the full control and authority, for public and recreation purposes over the use of the Premises, and City may restrict, or control, regulate and/or supervise the public use thereof. City may, at its discretion, consistent with the right of District hereinafter described, and without diminution of the flood protection or water resources management function or hazard thereto of the Premises as now existing or as may hereafter be altered,

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take any measures of every kind as may in the opinion of City be necessary for the health and safety of the users of the Premises for any purpose under this Agreement. City has the sole responsibility for the maintenance in usable and safe condition of every facility provided upon the Premises by City.

- 18) District's Superior Rights.** It is expressly understood that District is engaged in flood protection, the protection of water resources, and stream stewardship and that the terms and conditions of this Agreement will not in any way interfere with the absolute, free and unrestricted right of District to operate and maintain for flood protection, water resource management, and stream stewardship purposes the stream bed and banks or any appurtenant works thereto, or to repair or construct any of its works, or to allow the raising or lowering of the height of the water present upon the Premises.
- 19) City's Subordinate Rights.** City will have the right to build improvements on the Premises necessary, or convenient to the enjoyment of this Agreement, provided the location of the any such improvement is, in each case during the term of this Agreement, first approved by District and signified by issuance of a District permit. It is fully understood and agreed that District has the sole, unfettered discretion to approve or disapprove of such improvements.
- 20) Indemnification by City.** Notwithstanding any other provision of this Agreement, City agrees to indemnify, defend and hold harmless District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the: (i) public use of the Premises, (ii) public's use of real property adjacent to the Premises, or (iii) negligence or willful misconduct of City's officers, agents, employees, or independent contractors. This Agreement to defend, indemnify, and hold harmless District will operate irrespective of the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is a condition of Premises or any other cause of any kind or nature.
- 21) Notices.** Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City:

City of Morgan Hill
Attention: Community Services Director
17575 Peak Avenue
Morgan Hill, CA 95037

District:

Santa Clara Valley Water District
Attention: Clerk of the Board
5750 Almaden Expressway
San Jose, CA 95118

Attachment A

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Flood Protection Project

w/copy to District's Community Projects
Review Unit

- 22) **Successors and Assigns.** This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. City will neither assign nor sublet this Agreement without the prior written consent of District.
- 23) **Choice of Law.** This Agreement is governed by California law.
- 24) **Amendments.** This Agreement may not be modified or amended except in writing signed by both parties.
- 25) **Compliance with Laws.** Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statues, orders, ordinances, rules, and regulations.
- 26) **Not Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other party.

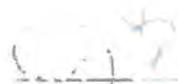
WITNESS THE EXECUTION HEREOF,

"City"

"District"

CITY OF MORGAN HILL
A Municipal corporation of the County of Santa Clara

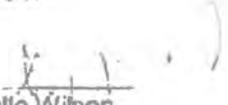
SANTA CLARA VALLEY WATER DISTRICT,
a Special District, created by the California Legislature

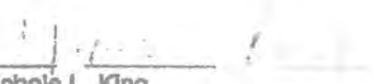
By: 
Christina Turner
City Manager

By: 
Norma J. Camacho
Chief Executive Officer

ATTEST:

ATTEST:


Michelle Wilson
Deputy City Clerk


Michele L. King
Clerk of the Board of Directors

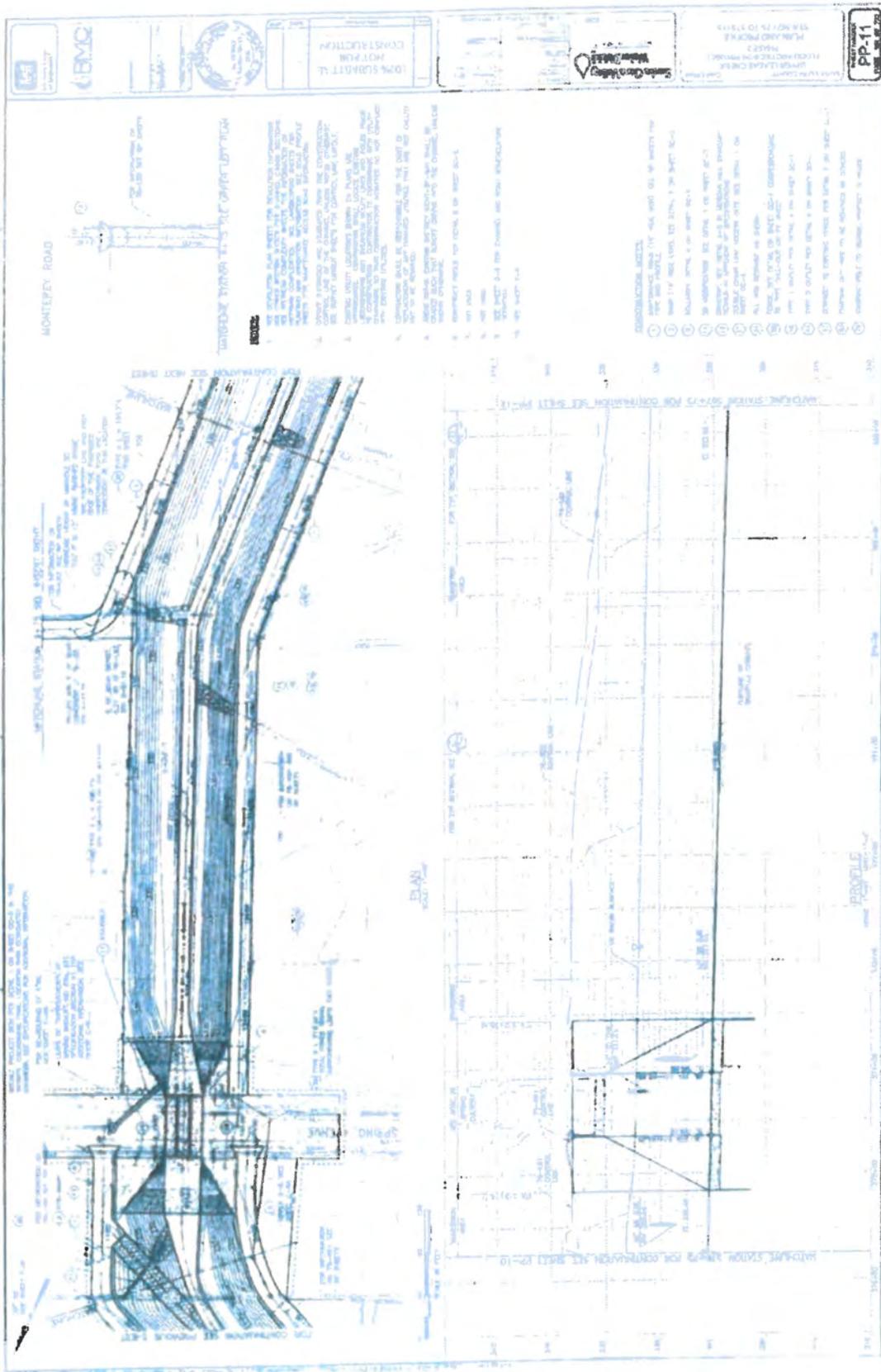
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Donald Larkin
City Attorney

Brian Hopper
Senior Assistant District Counsel

Exhibit A



Attachment A

Exhibit A

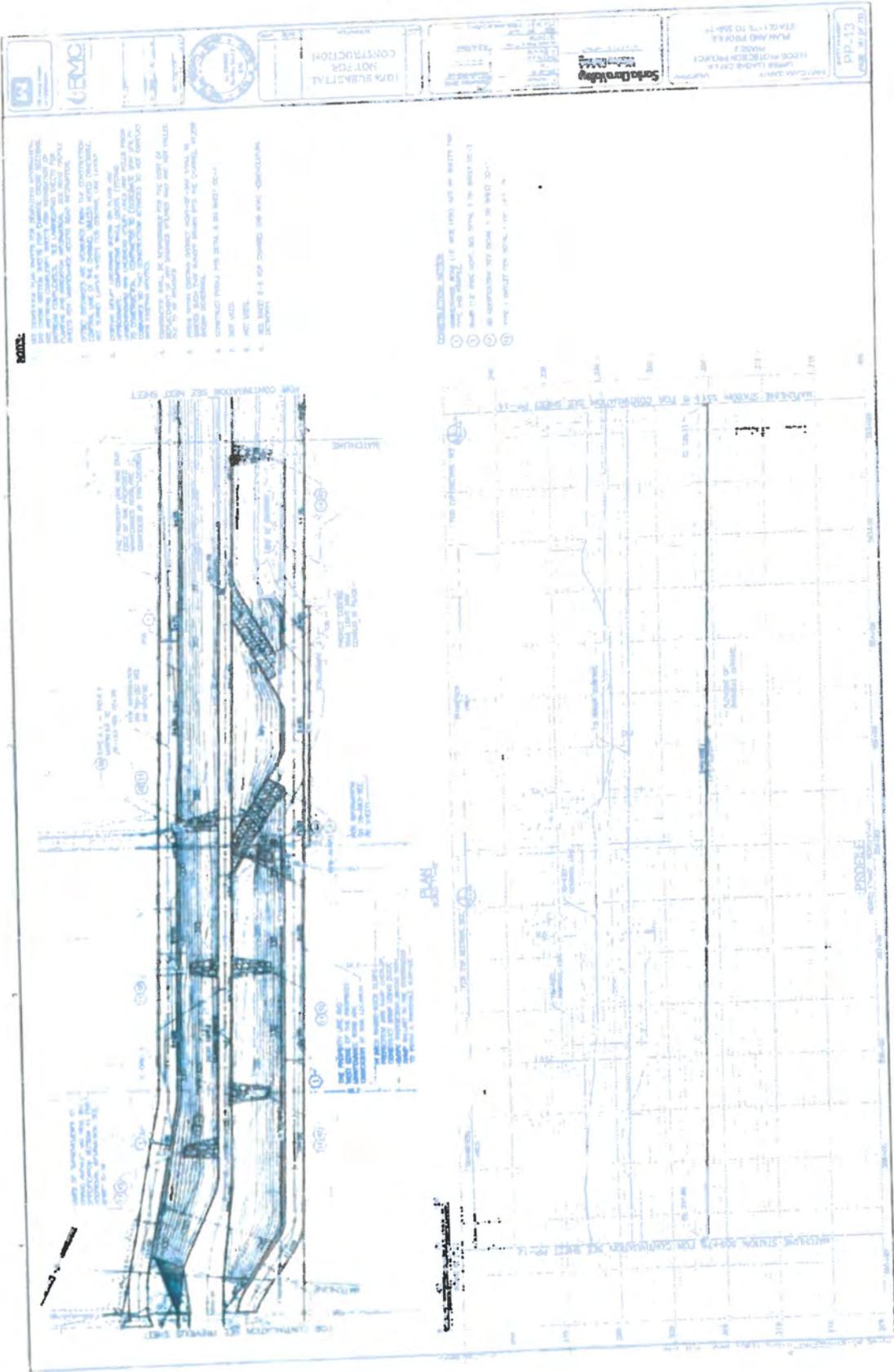
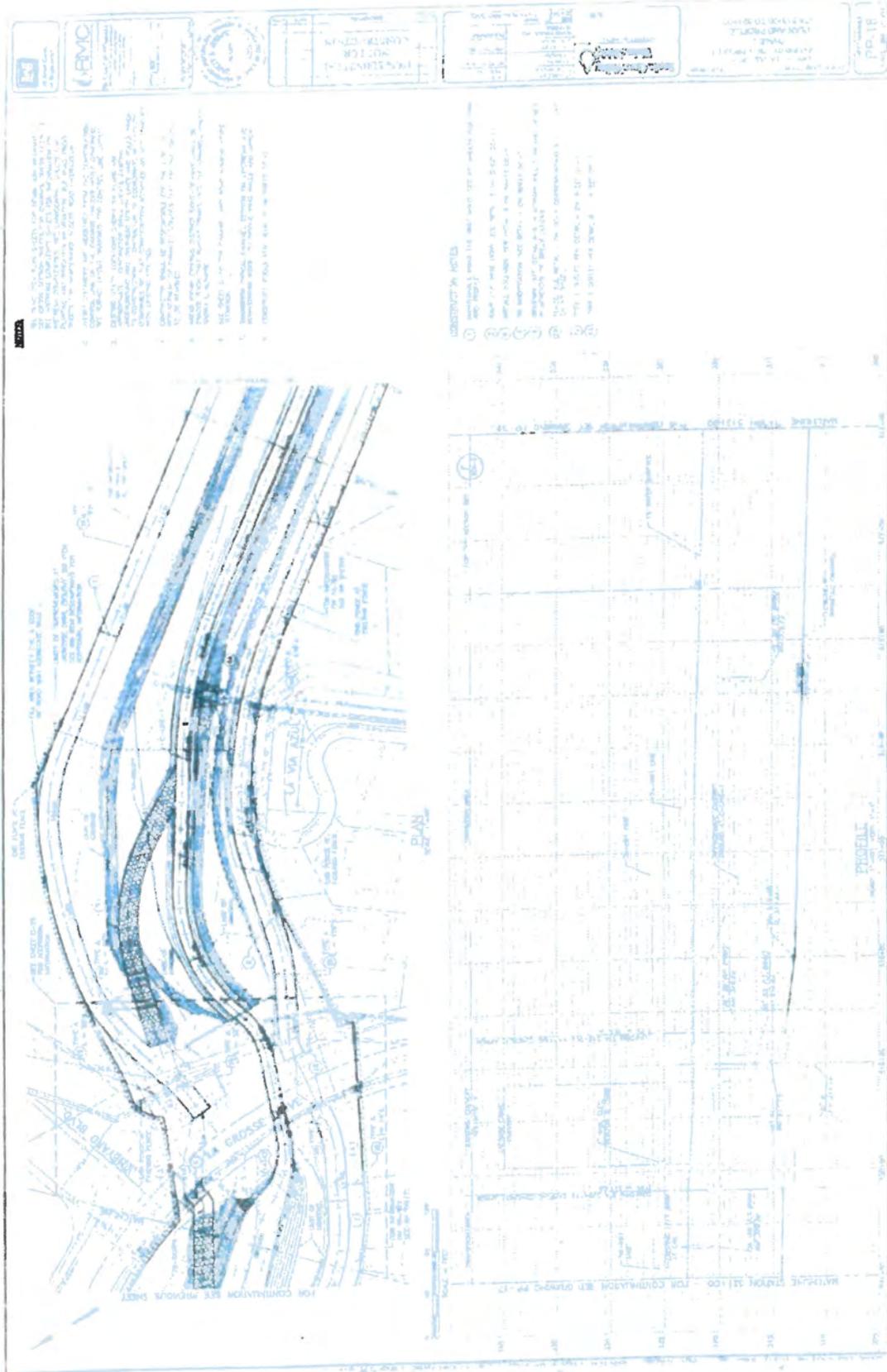
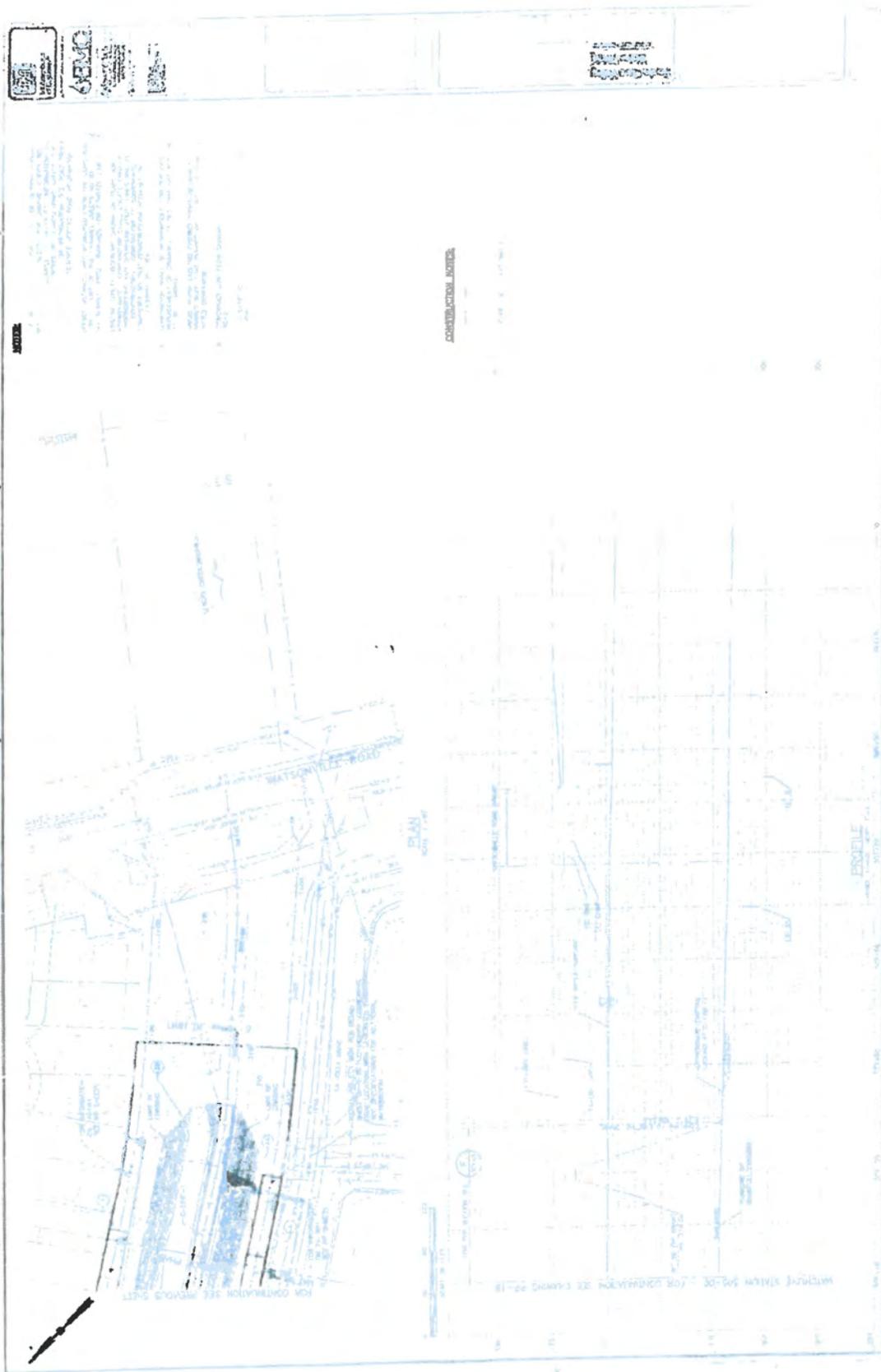


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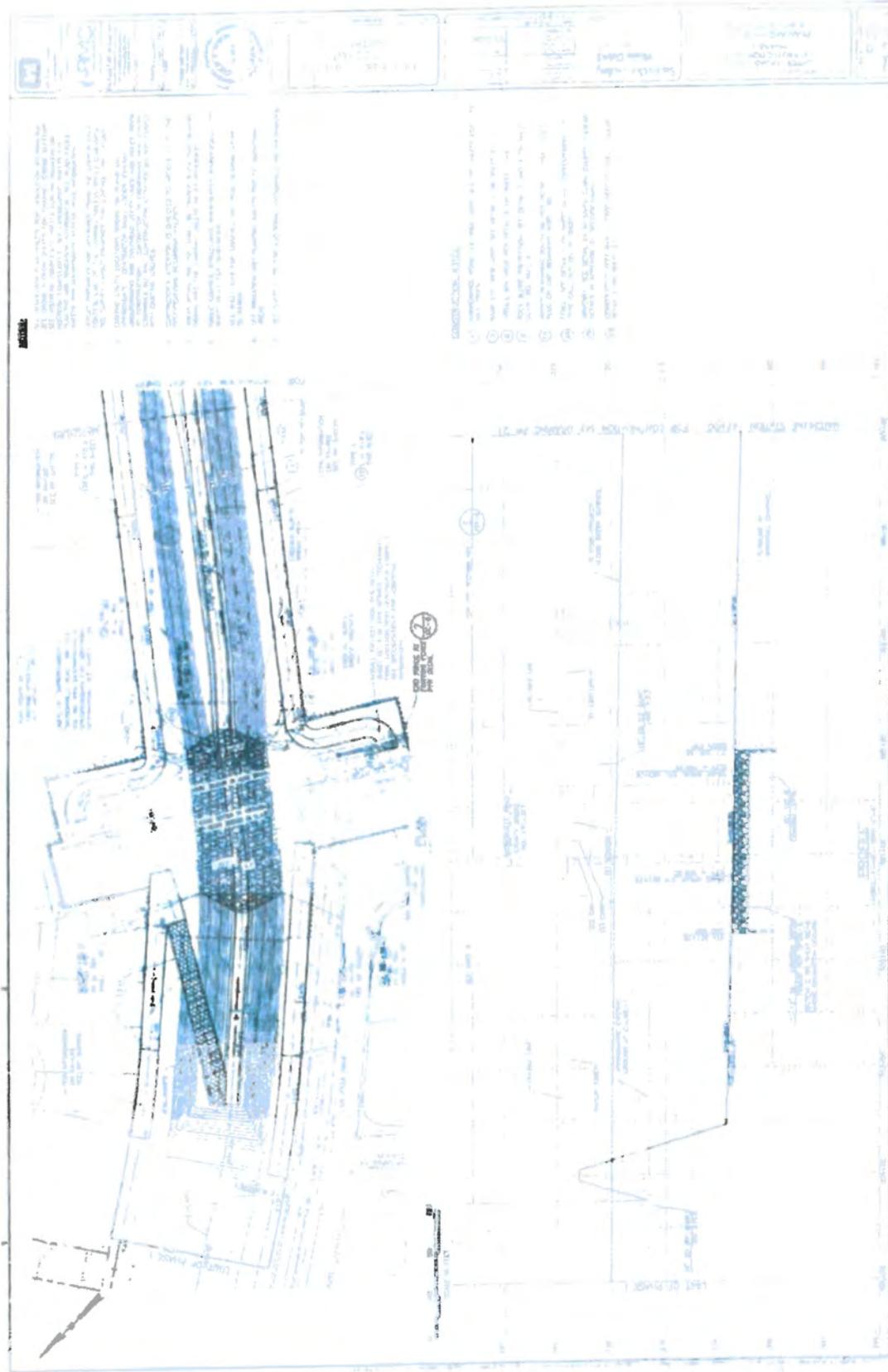
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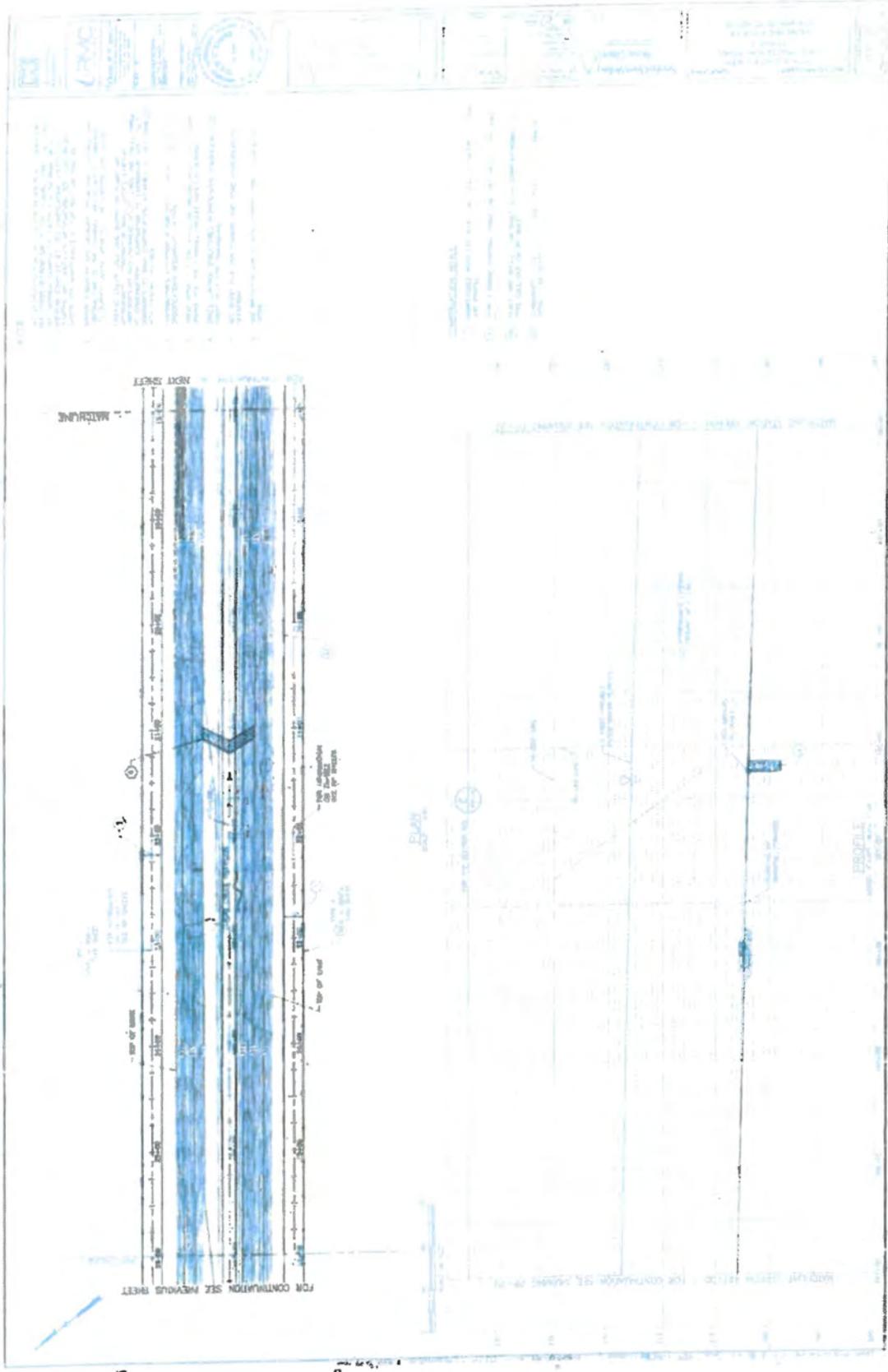
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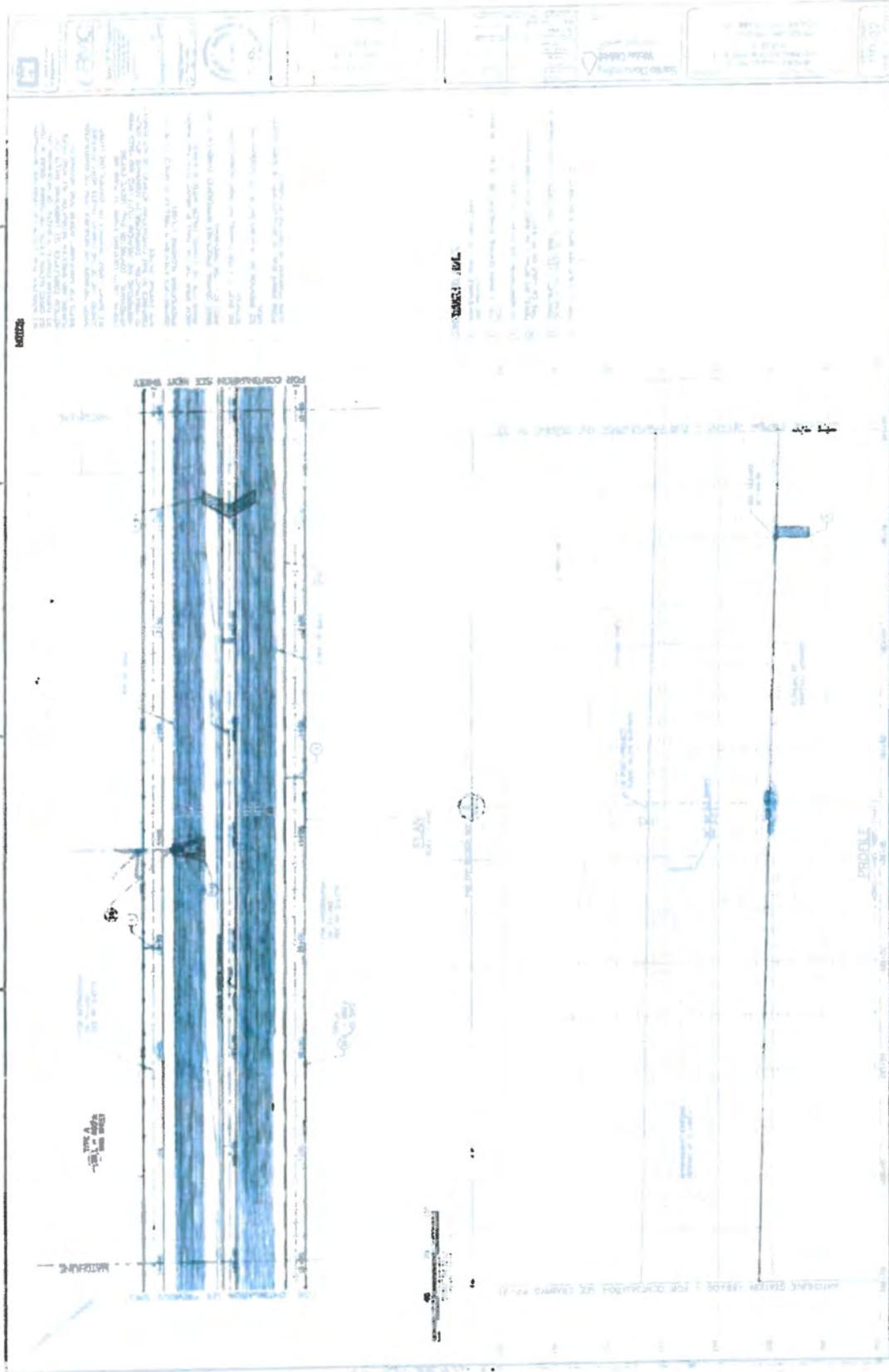
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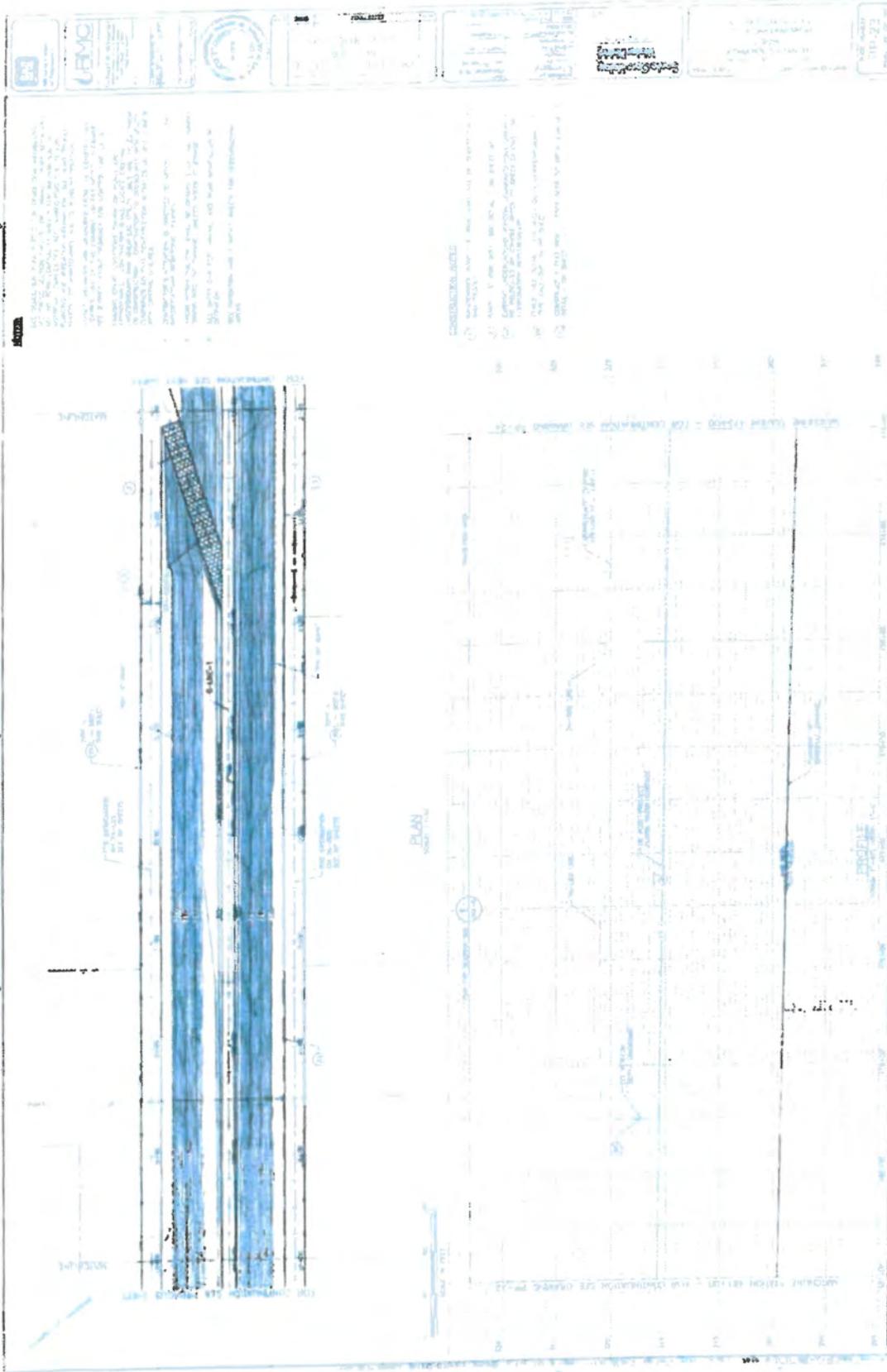
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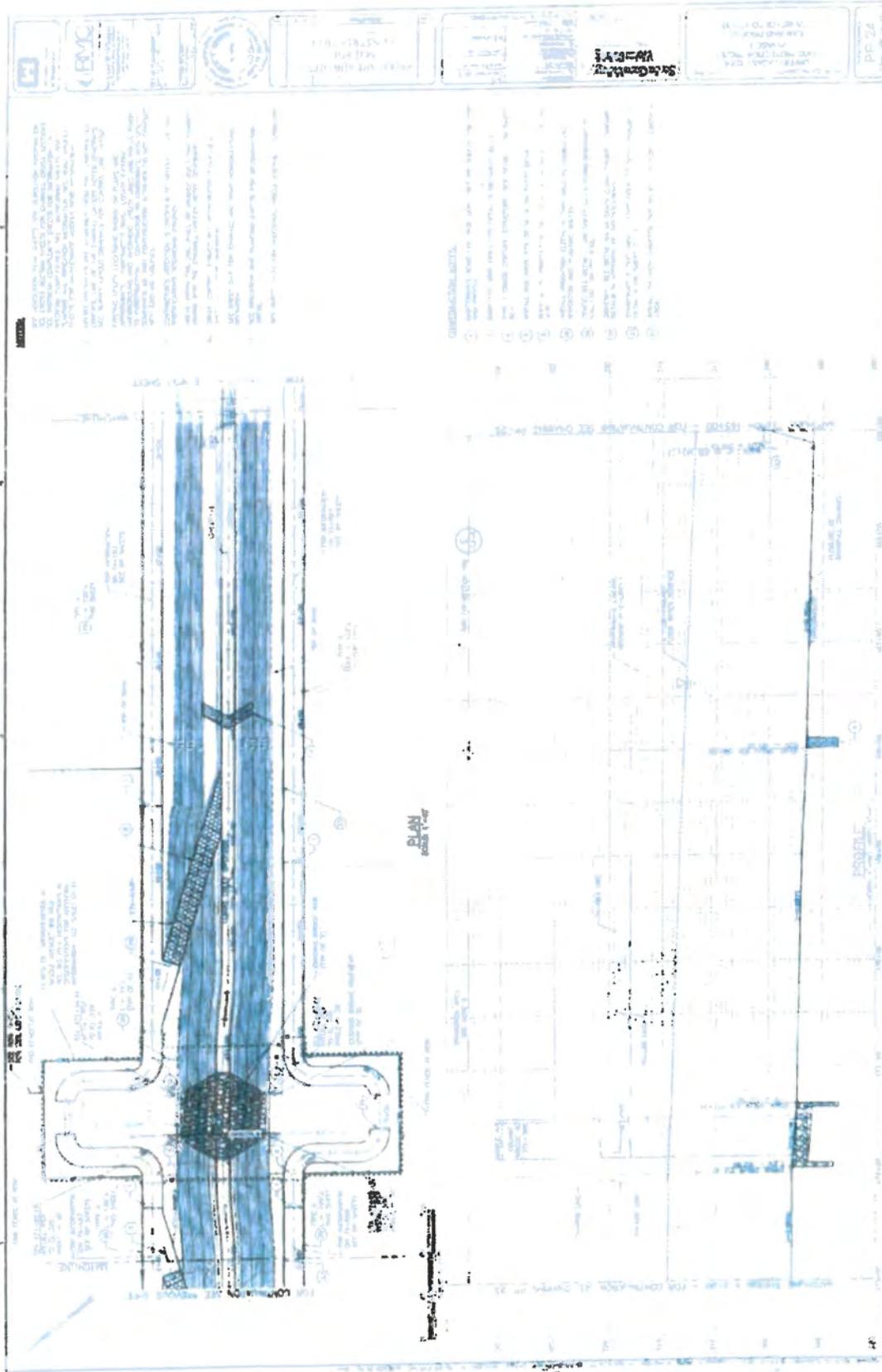
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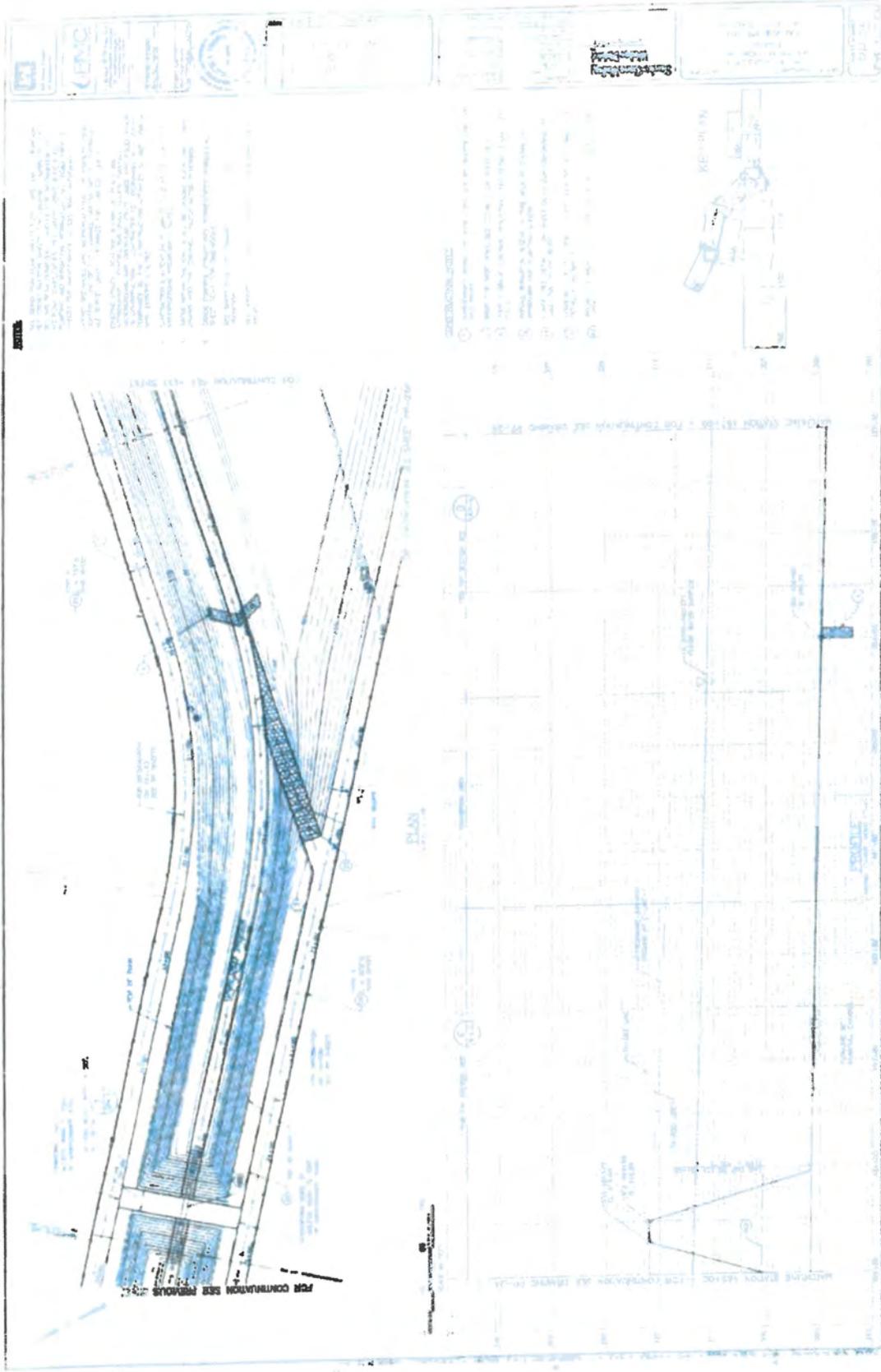
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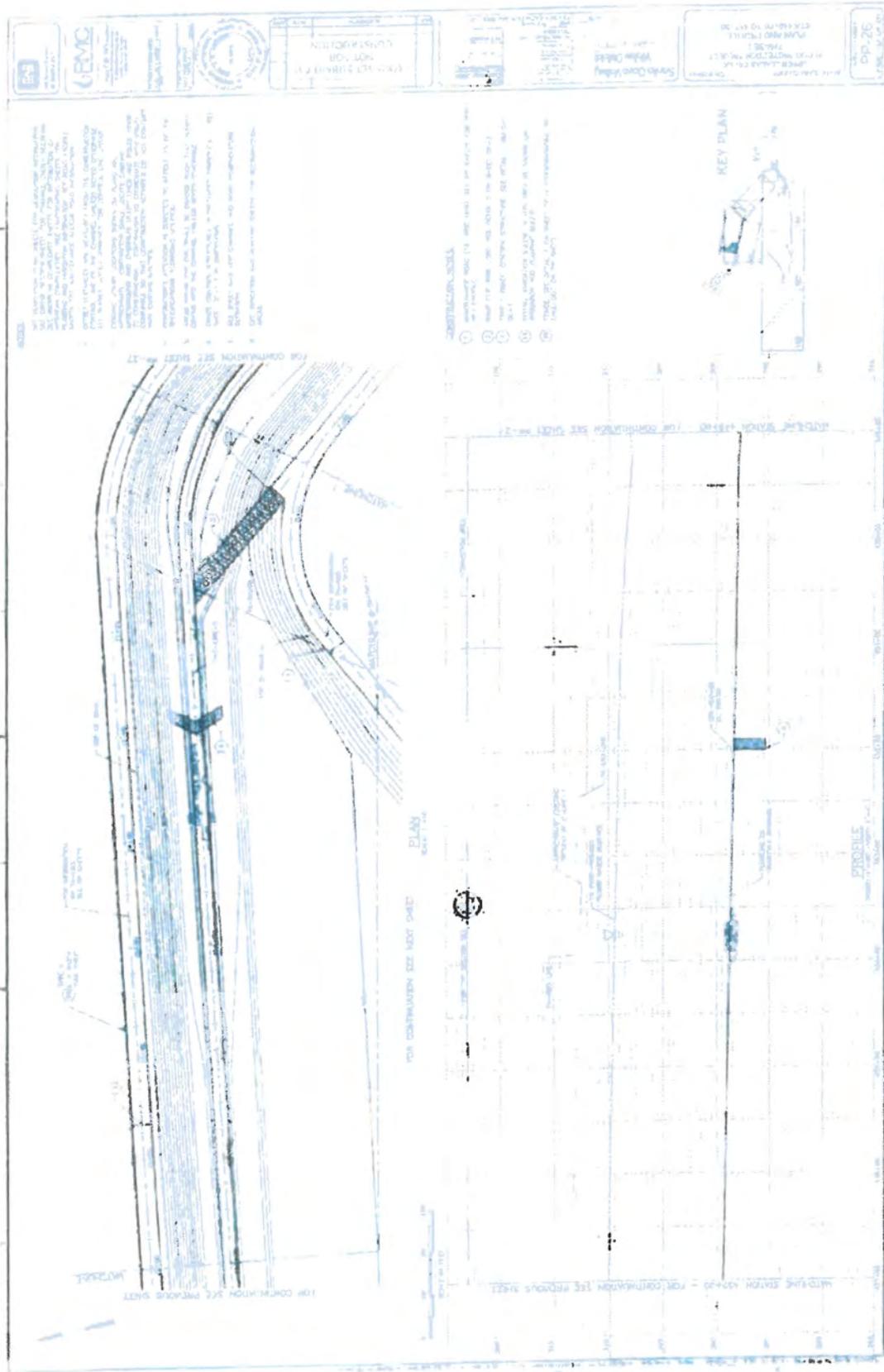
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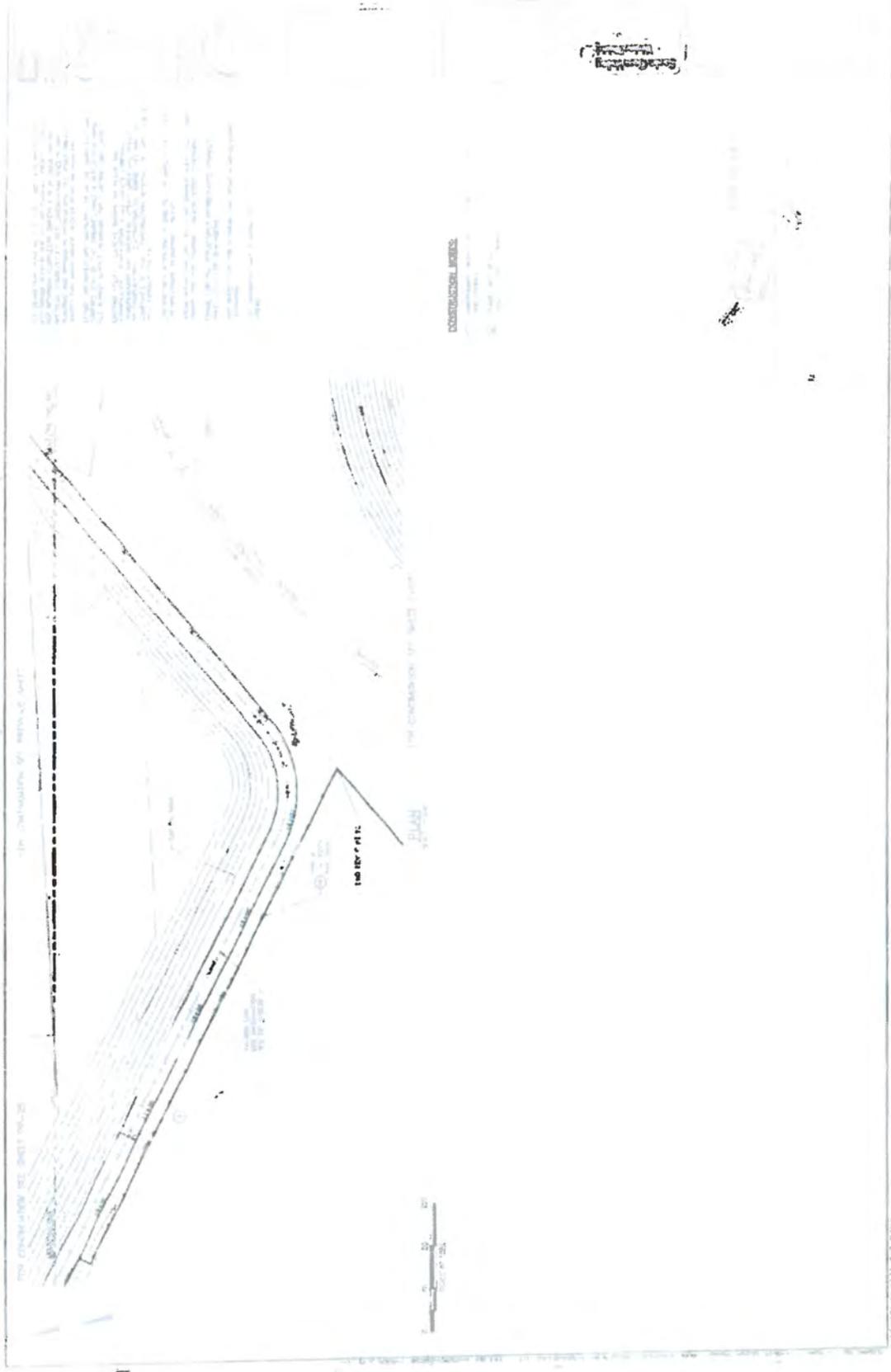
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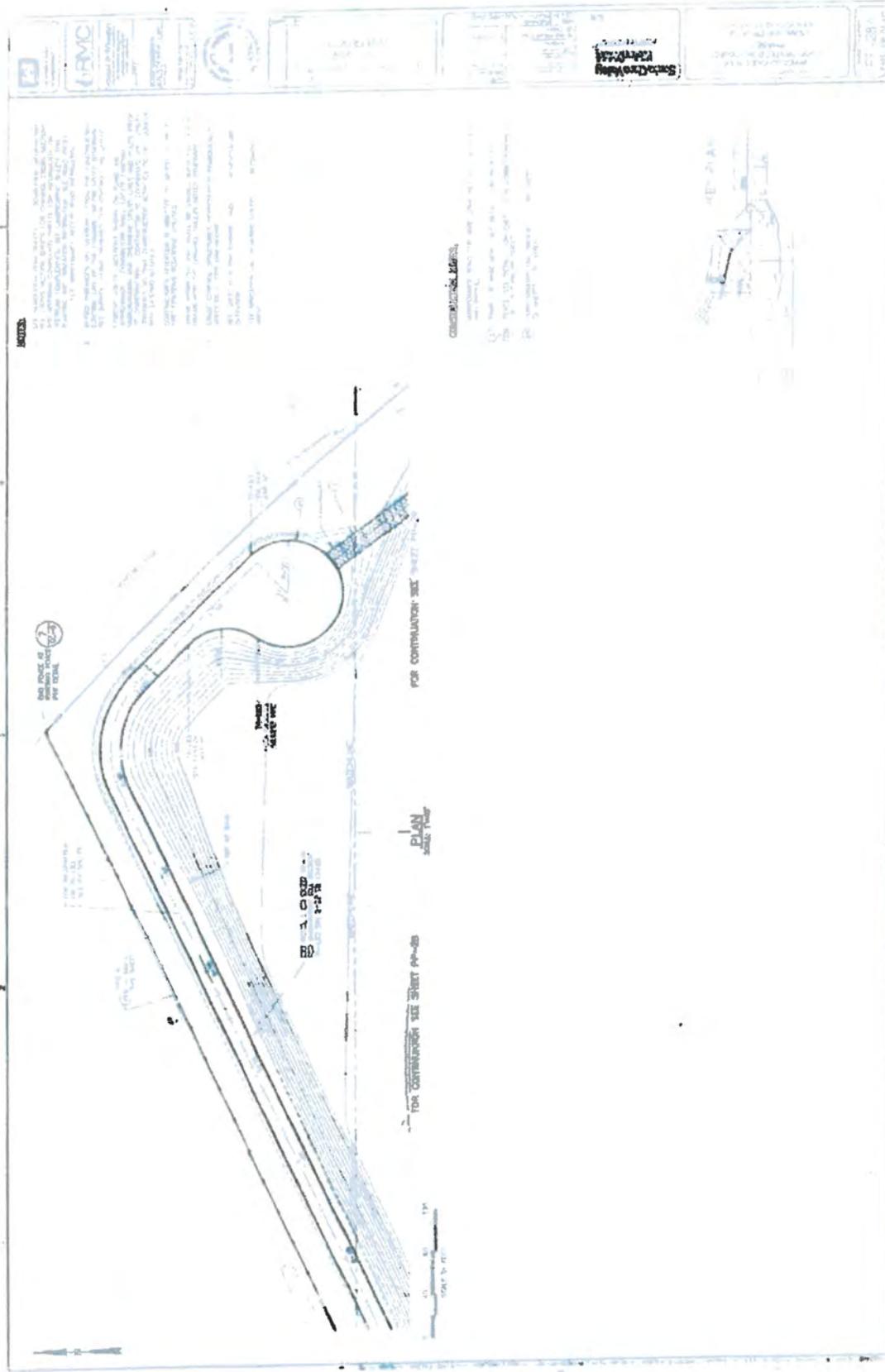


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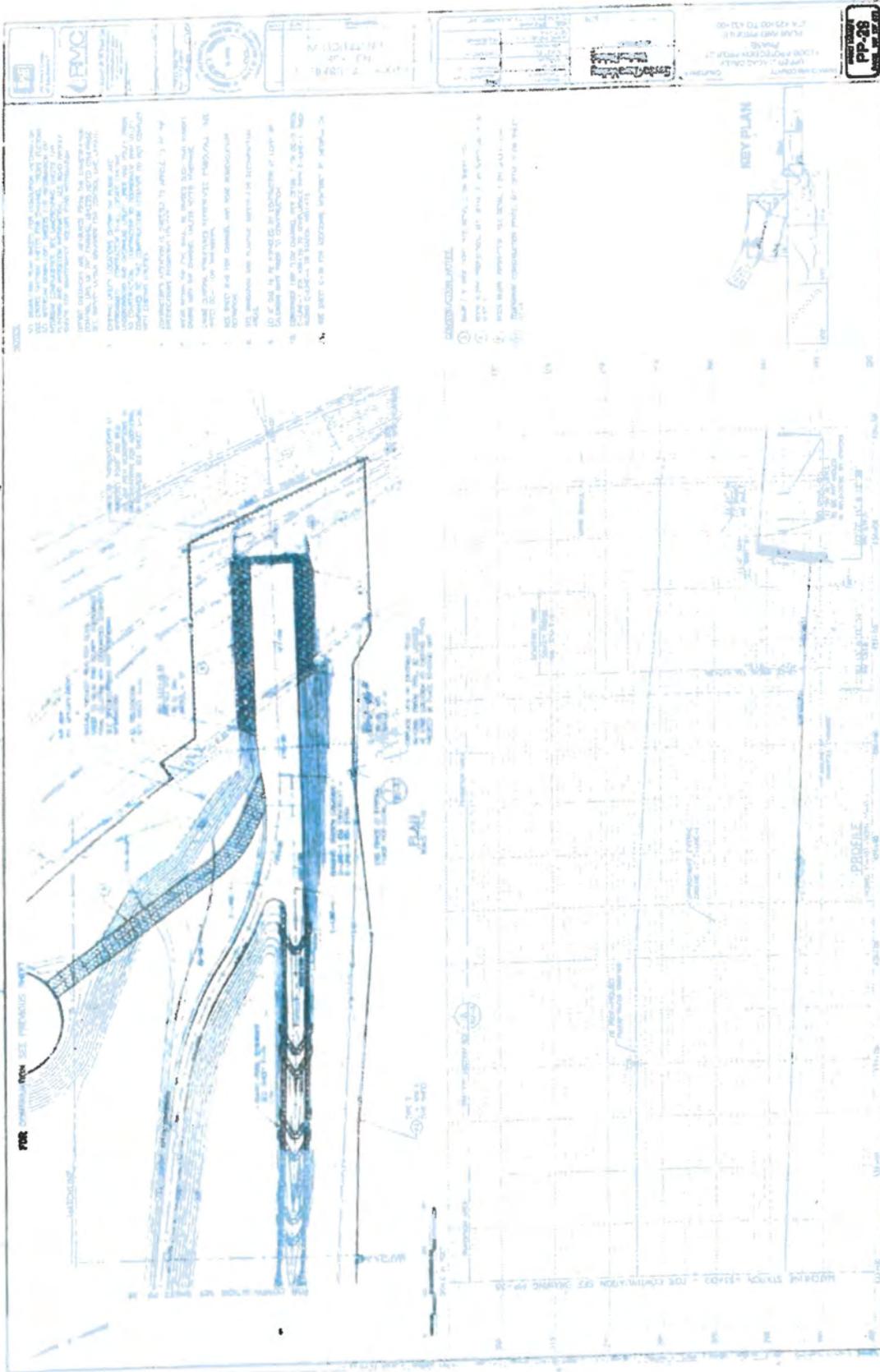
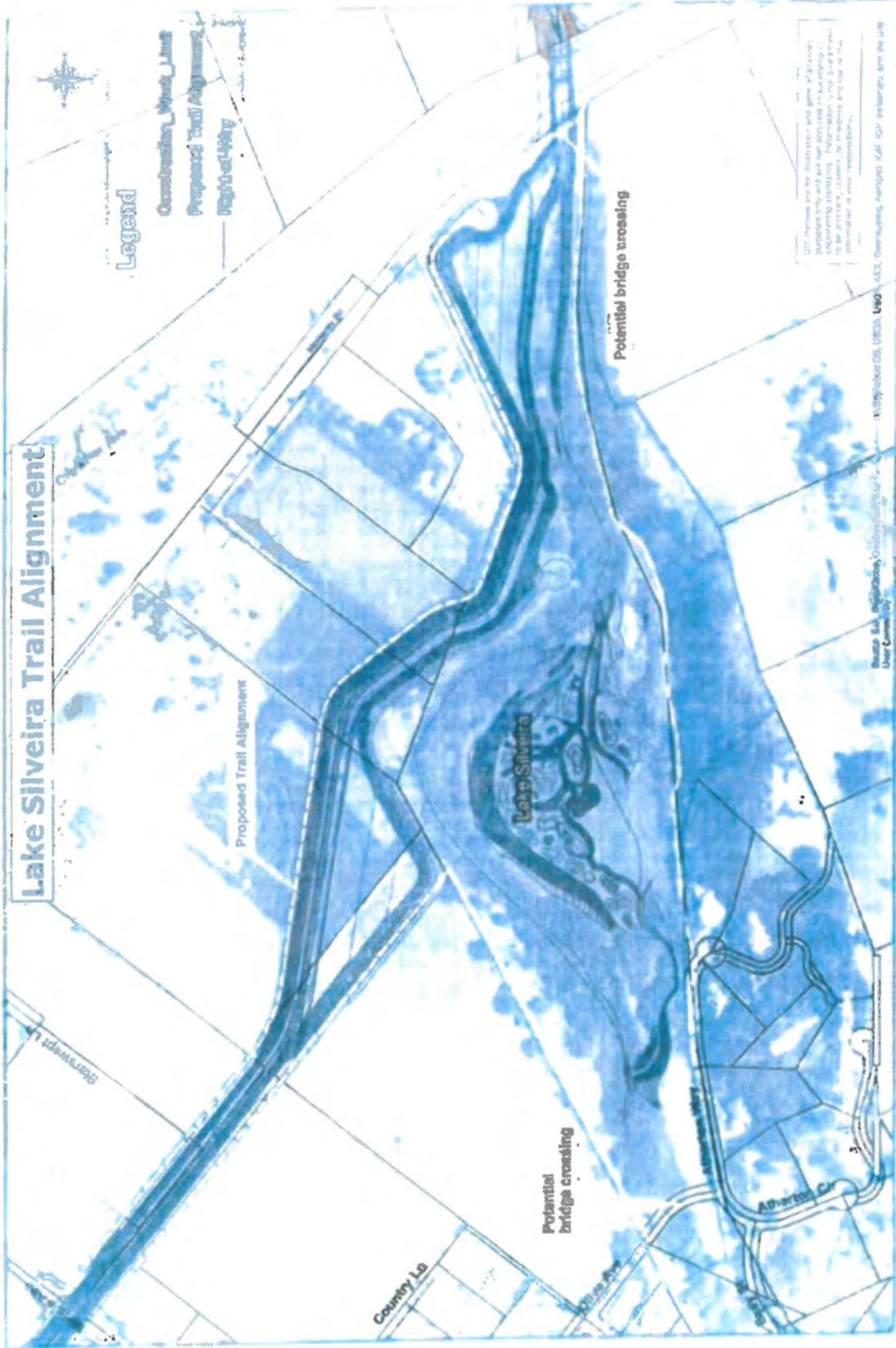


Exhibit A





Santa Clara Valley Water District

File No.: 25-0935

Agenda Date: 11/25/2025

Item No.: 4.2.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approve and Authorize the Interim Chief Executive Officer to Execute the Master Joint Use Agreement No. A5534X with the City of Gilroy (Gilroy, District 1).

RECOMMENDATION:

- A. Approve and authorize the Chief Executive Officer to execute Master Joint Use Agreement No. A5534X with the City of Gilroy; and
- B. Delegate authority to the Chief Executive Officer to approve future renewals and amendments to Master Joint Use Agreement No. A5534X with the City of Gilroy.

SUMMARY:

Santa Clara Valley Water District (Valley Water) has numerous individual Joint Use Agreements (JUAs) with the City of Gilroy (City) that authorize public access trails and other recreational improvements on Valley Water land. In order to standardize, consolidate, and streamline the administration of JUAs, Valley Water and the City have negotiated a Master Joint Use Agreement (Master JUA). This Master JUA will allow for the public recreational use of Valley Water property for 25-years with options for additional 25-year term renewals, subject to CEO approval. The Master JUA may also be amended to establish future trail segments with CEO approval.

Standard provisions incorporated into the Master JUA which describe rights and responsibilities, maintenance requirements, public management protocols, and other factors, generally apply uniformly across all trail segments. In addition to the establishment of standardized provisions, individual trail segments are delineated with any necessary specific provisions as individual exhibits. Exhibits to the Master JUA include a description of the individual trail segment, any special requirements associated with that trail segment, and a site map that depicts the portion of Valley Water land (i.e.: the premises) that is incorporated into the Master JUA and subject to its provisions.

All future amendments of the Master JUA will conform to Valley Water's Trail Policy Criteria and Guidance, approved by the Board on August 14, 2018, which will ensure that all such updates are compatible with Valley Water's water supply, flood protection, and stream stewardship operations within the portions of Valley Water land incorporated in the Master JUA. Amendments will be executed to accommodate circumstances including expansion of trail sections, the proposed

installation of recreational improvements not included in the current scope of the Master JUA, changes to maintenance responsibilities or other protocols, and renewals to extend the Master JUA term. The City will have the right to install additional physical improvements within the Master JUA premises, provided that any such improvements are first approved by issuance of a Valley Water Encroachment Permit. This permitting process will ensure strict conformance with Valley Water's Water Resources Protection Ordinance and all other applicable laws and regulations. Any new trail sections incorporated into the Master JUA will be communicated to the Board via the Non-Agenda process.

The Master JUA supersedes and incorporates the trail sections and other improvements within the following existing JUAs with the City:

- A3226M - West Branch Llagas Creek - Camino Arroyo Bridge.
- A3287RE - Lions Creek - Pedestrian Bridge at Tapestry Drive and Cougar Court.
- A3415M - Lions Creek, West Branch Llagas Creek, and Upper Miller Slough.
- A4348X - South Morey Channel - Pedestrian Bridge at Avezan Way and Gascony Court.
- A2923S - Uvas-Carnadero Creek Levee Top Trail.

The Master JUA also incorporates a new segment of paved multi-use trail along Lions Creek, over an existing dirt trail (westerly portion) and crushed rock trail (easterly portion). This new paved trail will connect Christopher High School at Tapestry Drive to the existing end of the paved trail at Kern Avenue.

The Master JUA includes provisions clarifying the City's responsibility for the ongoing operation and maintenance of all trail segments and other recreational improvements while also ensuring Valley Water's unrestricted rights to operate and maintain its property and conduct any necessary flood protection, water resource management, and stream stewardship activities.

Key provisions of the Master JUA include:

- The Master JUA will not in any way interfere with the absolute, free, and unrestricted right of Valley Water to operate and maintain its property for flood protection, water resource management, and stream stewardship purposes.
- City will have the right to build additional improvements on the premises necessary or convenient to the enjoyment of the Master JUA, provided that any such improvement is first approved by Valley Water by issuance of a Valley Water Permit.
- City has sole responsibility for:
 - the construction, operation, maintenance, and repair of all City improvements;
 - maintenance and operation of all City improvements in usable and safe condition; and
 - the duty, cost, and expense of providing any security; police; preparation of traffic and pedestrian detour plans; public notifications for trail closures, detours, or other expenditures necessary to temporarily prohibit or control public access to the property.

- If Valley Water requires that any City improvement be removed or relocated for any Valley Water purpose, City will do so at its own expense after receiving written notice from Valley Water.
- Either party may terminate the Master JUA after providing the other party with at least 90 days prior written notice.
- Indemnification of Valley Water by the City resulting from public use of the property.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:

Public recreation on the subject properties will not significantly hinder normal Valley Water activities and are compatible with Valley Water's use of the properties. The Master JUA allocates to the City responsibility for all costs associated with the public recreational use including trail surface maintenance, vegetation management, and trash and graffiti removal. Valley Water will continue its normal maintenance activities consistent with its management of comparable facilities.

CEQA:

This project is exempt under CEQA Guidelines Section 15301 which exempts operation, repair, maintenance, and minor alteration of existing public facilities involving negligible or no expansion beyond existing use. Future amendments to the Master JUA will be subject to subsequent CEQA analysis.

ATTACHMENTS:

Attachment A: Gov. Code 84308

Attachment 1: Master Joint Use Agreement No. A5534X

UNCLASSIFIED MANAGER:

Lisa Bankosh, 408-630-2618

Attachment A: Gov. Code § 84308

Approve and Authorize the Interim Chief Executive Officer to Execute the Master Joint Use Agreement No. A5534X with the City of Gilroy (Gilroy, District 1).

List of Parties and Their Agents/Representatives Known to Staff:

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
City of Gilroy	Bryce Atkins	Assistant to the City Administrator	7351 Rosanna Street Gilroy, CA 95020

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**MASTER JOINT USE AGREEMENT
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND THE CITY OF GILROY**

This MASTER JOINT USE AGREEMENT (this “**Agreement**”) is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California Special District created by the California Legislature, hereinafter referred to as “**Valley Water**”, and the CITY OF GILROY, a municipal corporation, hereinafter referred to as “**City**”. Valley Water and City may be referred to individually as “**Party**” or collectively as the “**Parties**” or the “**Parties to this Agreement**”. This Agreement will become effective on the later of the last-signed signature date set forth below (the “**Effective Date**”), _____, 2025.

RECITALS:

- A. Valley Water is the owner of certain real property (hereinafter “**Premises**”), as shown on Exhibit A, attached hereto.
- B. City desires to maintain existing “Recreational Improvements” (as defined in Section 3(b) herein) within the Premises.
- C. The Parties have established Existing Joint Use Agreements (JUAs) for specific portions of Valley Water properties, each portion with its own JUA.
- D. The Parties desire to enter into a single Master Joint Use Agreement (Agreement) to govern the joint use of all Premises as detailed in the enclosed Exhibit A attached hereto and incorporated in this Agreement by this reference.
- E. City desires to construct additional Recreational Improvements on other portions of the Premises within the City limits not currently incorporated under an existing JUA.
- F. The parties intend that the cooperative efforts and responsibilities outlined in this Agreement must serve as the foundation for the establishment of amendments entered into by the Parties for additional Recreational Improvements incorporated into Exhibit A of this Agreement.
- G. This Agreement supersedes and replaces the following existing JUAs between the Parties:
 - A3226M - West Branch Llagas Creek - Camino Arroyo Bridge.
 - A3287RE - Lions Creek - Pedestrian Bridge at Tapestry Drive and Cougar Court.
 - A3415M - Lions Creek, West Branch Llagas Creek, and Upper Miller Slough.
 - A4348X - South Morey Channel – Pedestrian Bridge at Avezan Way and Gascony Court.
 - A2923S - Uvas-Carnadero Creek Levee Top Trail.
- H. This Agreement incorporates the following new segment into the Agreement:
 - Lions Creek Trail from Kern Avenue to Tapestry Drive.
- I. City’s and the public’s use of the Premises for Recreational Improvements will not unreasonably interfere with Valley Water’s mission of flood protection, water resources management, and stream stewardship.

- J. The Parties find it to be in the public interest to provide for joint use of the Premises by means of this Agreement under the following terms and conditions.
- K. The Parties agree to develop all joint-use trails in accordance with the requirements outlined in the Valley Water Public Trail Policy Criteria and Guidance document. The Parties also agree that this Agreement and its Exhibits should be used to ensure consistency across all collaborative endeavors between the City and Valley Water.
- L. Valley Water may have current and/or future projects planned within the Premises. The Parties agree to work collaboratively to ensure Recreational Improvements are designed and constructed in a manner that accommodates and is compatible with Valley Water's projects and objectives.
- M. Valley Water and City recognize that applicable trail master plans, such as the City Parks and Trail Master Plan and/or Countywide Trails Master Plan, may serve as guidance documents for future trail segment planning and implementation of joint-use trails covered under this Agreement. The Parties intend to coordinate their efforts to maintain consistency between these trail master plans and Valley Water's mission and projects.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) **Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference.
- 2) **Supersedes Existing JUAs.** City and Valley Water waive the 90-day notice of termination requirement of the Existing JUAs. City and Valley Water agree that this Agreement supersedes and replaces the Existing JUAs as of the Effective Date of this Agreement.
- 3) **Scope of Valley Water License Grant to City.** Subject to the terms and conditions of this Agreement, Valley Water hereby grants to City a non-exclusive license to access and do any or all the following on the Premises:
 - a. To include in this Agreement the jointly agreed-upon Recreational Improvements, as defined in Section 3(b) herein, and potential improvements for trails, as well as the standard maintenance responsibilities for said improvements. Any special provisions and/or maintenance arrangements for a specific trail segment must be noted in the corresponding Exhibit A.
 - b. To construct, operate, maintain, repair, replace, and remove improvements and other trail amenities for public recreational purposes on the Premises including, but not limited to, pedestrian and bicycle trails, pedestrian bridges, trailheads, fencing, fixtures (trash receptacles, benches, etc.), signage and public art (collectively, "**Recreational Improvements**"). Any and all work related to construction, operations, and maintenance of the Recreational Improvements will be completed in accordance with applicable federal, state, and local environmental regulations, including but not limited to the federal and state Migratory Bird Treaty Acts, Clean Water Act, federal and state Endangered Species Acts, the California Fish and Wildlife Code, and the Porter-Cologne Water Quality Control Act. All Recreational Improvements must comply with all building and fire codes and other applicable legal requirements. For any Recreational Improvements that qualify as regulated projects under the City's Phase II Small Municipal Separate Storm System (MS4) Permit, City must develop and implement appropriate

stormwater treatment measures in compliance with its Phase II Small MS4 permit requirements. Under this signed agreement, City must apply for permits for each improvement. If Valley Water approves the City Improvements, Valley Water shall issue to the City permits for all Recreational Improvements, ("**Valley Water Permit**"). Issuance of Valley Water's permit will be at Valley Water's sole discretion, provided that Valley Water's approval will not be unreasonably delayed, conditioned, or withheld. The issued permit becomes part of this agreement.

- c. To provide for public access such as bicycling, walking, jogging, hiking, and similar uses of Recreational Improvements in accordance with all applicable legal requirements to the extent such activities do not interfere with Valley Water's mission of flood protection, water resources management, and stream stewardship.
- d. To host special public recreational events (e.g., races, bike-to-work events, etc.) that may include an otherwise restricted component such as allowing private vehicular access for safety purposes, so long as Valley Water issues City a Valley Water Permit to host the event.
- e. Subject to the conditions and restrictions contained in this Agreement, City has full responsibility and authority to restrict, control, regulate, and/or supervise public use of the Recreational Improvements. City may, at its discretion, consistent with Valley Water's Superior Rights and City's Subordinate Rights described in Section 12, and without diminution of Valley Water's ability to provide flood protection, stream stewardship, water resources management, including the operations and maintenance thereof, or hazardous materials cleanup on the Premises, take any measures of every kind that, in the opinion of City, may be necessary for the health and safety of the public using the Premises. City is responsible for any damage to either Valley Water improvements or Recreational Improvements that result from City's or the public's use of the Premises. City will be responsible for all costs for repair of damage to Valley Water facilities or Recreational Improvements incurred by City or the public's use of Recreational Improvements.

4) Prohibited Uses of Trail. City must post notices at all Trail entrances notifying users that the following are prohibited:

- Entry of motor vehicles (except for maintenance repairs, emergency, and enforcement vehicles and mobility devices otherwise allowed by law)
- Dogs (except on leash) or other domestic animals
- Public access during Trail closures when maintenance equipment and vehicles and/or emergency vehicles are present

Subject to the foregoing prohibitions and any other restrictions set forth in this Agreement, City will have the sole authority and responsibility to adopt Trail rules and regulations consistent with federal, state, and local regulations to govern the public's use of the Premises that are compatible with Valley Water's mission of flood protection, water resources management, and stream stewardship, as determined by Valley Water.

5) Trash and Litter Removal. City will remove trash from the Premises that is likely to have been generated from public use of the Premises. City will be responsible for maintaining, servicing, and emptying trash receptacles and for rubbish removal as reasonably necessary, including providing

for lawful disposal of hazardous waste and/or biowaste. Separately and as funding is available, Valley Water will manage an Adopt-a-Creek program to provide opportunities for volunteer public trash removal.

- 6) Vegetation Management.** If existing vegetation or trees interfere with Recreational Improvements, the public's use of the Premises, or have been deemed hazardous and a danger to the safety of the public, City is responsible for trimming or removal, as City deems necessary, in accordance with applicable federal and state laws and Valley Water Permit requirements. Valley Water will provide vegetation management as needed for flood protection and fire code compliance consistent with its management of comparable flood protection facilities. All pruning by City or City contractors on the Premises must follow International Society of Arboriculture (ISA) guidelines. Herbicide use on the Premises must be performed by or under the direct supervision of a licensed Qualified Applicator Certificate/Qualified Applicator License (QAC/QAL) to ensure herbicides are only applied on the Recreational Improvements, are suitable for the purpose and environment they to which they are applied, and do not drift onto adjacent Valley Water mitigation habitat, waters, or natural habitat. City must only use herbicides approved for aquatic use in all areas below top of bank of a creek, within 20 feet of top of bank of a creek, and where required by law. For any revegetation or landscaping associated with Recreational Improvements, native plants should be used and must be permitted by Valley Water. City will be responsible for all maintenance associated with any permitted landscaping installations. City will remove any landscape installations associated with Recreational Improvements at Valley Water's request if installations interfere with Valley Water's operations and/or maintenance of the Premises.
- 7) Graffiti Removal.** City will have the primary responsibility for removal of graffiti on the Premises reasonably attributed to use of the Recreational Improvements. City will provide graffiti removal in compliance with City's graffiti abatement program, including graffiti removal from Recreational Improvements consistent with its implementation of the same program at comparable City facilities. No permit from Valley Water, nor any advance notice, will be required for City to remove routine graffiti from any City or Valley Water facility within the Premises. Any and all materials used by City in the removal of graffiti within the limits of this Agreement must be approved for use in the State of California and consist of environmentally safe products which will not harm the creek environment of the Premises in anyway.
- 8) Pioneer Trails.** City and Valley Water will meet and confer to determine the need for fencing or other protective measures associated with Recreational Improvements whenever unauthorized or pioneer trails are observed. City will have primary responsibility for installing and maintaining measures that deter off-trail uses. Valley Water will have the discretion to install at its sole cost, unless otherwise agreed upon by City, any additional measures to control public ingress or egress that may be necessary to protect environmentally sensitive areas or Valley Water facilities.
- 9) Security.** City personnel and/or volunteers supervised by City will patrol the Premises to provide the same level of public safety afforded to similar areas of the City. Valley Water has no obligation to provide or pay for such patrols.

10) Encampments. City is responsible for abating any encampment in accordance with applicable laws which blocks access to Recreational Improvements, is a safety threat or hazard to the public's use of access to Recreational Improvements, or otherwise adversely impacts the public's use of access to Recreational Improvements, as determined by City.

11) Public Complaints. City is responsible for responding to all public complaints and inquiries regarding Recreational Improvements, and to all complaints and inquiries regarding the public's use of Recreational Improvements.

12) Construction, Maintenance, and Repairs.

- a. Valley Water is responsible for performing construction, operations, maintenance, and repairs on the Premises for flood protection, stream stewardship, and water resources management in a manner consistent with its construction, maintenance, and repairs of comparable facilities or creeks. It is expressly understood that Valley Water is engaged in flood protection, the protection of water resources, and stream stewardship, and that the terms and conditions of this Agreement will not in any way interfere with the absolute, free, and unrestricted right of Valley Water to operate and maintain for flood protection, water resources management, and stream stewardship purposes, the stream bed and banks, or any appurtenant works thereto, or to repair or construct any of its works, or to allow the raising or lowering of the height of the water present upon the Premises ("**Superior Rights**"). City will have the right to build additional Recreational Improvements on the Premises necessary or convenient to the enjoyment of this Agreement, provided that any such improvement is, in each case during the term of this Agreement, first approved by Valley Water by issuance of a Valley Water Permit in its sole, unfettered discretion ("**Subordinate Rights**"). City acknowledges Valley Water's Superior Rights and that City's rights are subordinate thereto.
- i) If removal or relocation of City's fencing is necessary to allow Valley Water to conduct construction, operations, maintenance, or repairs on the Premises, City must remove or relocate its fencing at its own expense within 5 working days after receiving written notice from Valley Water.
 - ii) If removal or relocation of a City pedestrian bridge is necessary to allow Valley Water to conduct construction, operations, maintenance, or repairs on the Premises, City must remove or relocate its bridge at its own expense within 60 calendar days after receiving written notice from Valley Water. Valley Water, however, will attempt to provide more than 60 calendar days' notice to City, if reasonably feasible.
 - iii) If Valley Water requires that any other Recreational Improvements be removed or relocated for any Valley Water purpose, City will do so at its own expense within 90 days after receiving written notice from Valley Water.
 - iv) If construction of Recreational Improvements or modification of existing Recreational Improvements, including vegetation installed by City, requires mitigation under the California Environmental Quality Act or as a regulatory permit requirement, City will be responsible for all costs required to fulfill any required mitigation responsibilities, including providing lands to place mitigation and providing mitigation monitoring and reporting.

- v) If Valley Water engages in any construction on the Premises, Valley Water will inform City during preconstruction planning to minimize any adverse impact of Valley Water's project on Recreational Improvements.
- vi) Valley Water agrees to exercise reasonable care during construction, operations, maintenance, and repair activities to minimize damage to Recreational Improvements. Valley Water is not responsible for any damage to or replacement of City Improvements that results from Valley Water's construction, operation, maintenance, or repair of flood protection or stream stewardship facilities located on or near the Premises, including, without limitation, any flood flows or inundation from creeks on the Premises, unless the damage to Recreational Improvements is caused by Valley Water's sole negligence or willful conduct.
- vii) Any replacement of Recreational Improvements following Valley Water's construction, maintenance, or repairs on the Premises will be City's responsibility and cost and also require a Valley Water Permit under Section 3(b). City is solely responsible for informing the public of temporary or permanent closure of operational Recreational Improvements
- viii) In non-emergencies, City and Valley Water staff will meet, whenever necessary, for the purpose of scheduling routine maintenance, including, but not limited to:
 - (a) Maintenance issues related to Premises and/or Recreational Improvements;
 - (b) Non-emergency work requiring the use of heavy equipment, barricading, pedestrian detour plans, and/or restricting access to the Premises. Valley Water and City further agree to notify one another's designated representative at least ten workdays prior to commencement of such work to minimize public impacts.
- ix) In an emergency on or affecting the Premises, Valley Water may require removal or relocation of any Recreational Improvements without notice to City.

b. City has sole responsibility for:

- i) the construction, operation, maintenance, and repair of all Recreational Improvements;
- ii) maintenance and operation of all Recreational Improvements in usable and safe condition; and
- iii) the duty, cost, and expense of providing any security; police; preparation of traffic and pedestrian detour plans depicted on attached Exhibit B, including installation of required appurtenances; public notices/communications/signage to inform the public of any closure of Recreational Improvements, and available detours during closure of Recreational Improvements; trail amenities (including fencing); modifications or replacements; or other expenditure necessary to temporarily prohibit or control public access to the Premises that Valley Water would not ordinarily incur to complete scheduled routine maintenance pursuant to this provision; and
- iv) implementation of the Maintenance Plan in Exhibit C.
- v) Implementation of post-construction stormwater management measures for Recreational Improvements. All stormwater management measures within the Premises are subject to Valley Water's review and approval. Valley Water has the right to deny any proposed stormwater management measure, or request the relocation of existing stormwater management measures if it is determined to conflict with its flood protection,

water resources management, and stream stewardship function. City is responsible for conducting regular inspections and maintaining green infrastructure and stormwater control measures, maintaining documentation of all inspection and maintenance activities, implementing necessary corrective actions, submitting annual reports of stormwater management activities to the required regulatory agencies, and ensuring compliance with all stormwater treatment requirements as specified in the City's Phase II Small MS4 permit.

13) Water Level Fluctuations. The level of water on the Premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the Premises. City will be responsible for the control of or limiting the public's use of the Premises to protect the health and safety of the public from fluctuation in water levels or flooding of the Premises.

14) Signage. City has sole responsibility for providing signage pursuant to Section 12(b)(iii) to notify the public of the closure of Recreational Improvements. The Parties will cooperate to create and install signage that benefits the programs of each Party such as Trail closure detour signage, maintenance vehicle warnings, entrance signage, interpretive signs and benches, and joint uses when applicable. The Deputy Operating Officer of Valley Water and the City Administrator or their respective designees will meet and confer on a periodic basis to plan the installation of appropriate signage that serves the needs of both parties. All signs placed on the Premises by City (except existing signs that identify the facility (e.g., Trail) by name) must include Valley Water's logo in equal size and symmetrical relationship to any other logos contained on such signs. In addition, all City signs placed on the Premises or City publications relating to the closure of Recreational Improvements that describe water resources must be developed in conjunction with Valley Water. Each Party is responsible for the maintenance and upkeep of its signage installed on the Premises.

15) Bird Nesting Season. To the extent feasible, the Parties must avoid construction or maintenance activities on the Premises during bird nesting season (generally between January 15th and August 31st). If construction or maintenance work must be done during the nesting season, a pre-construction survey by a qualified biologist must be undertaken to determine the presence of nesting. If nesting activity is reported, the biologist is expected to recommend that the City implement adequate mitigation measures to protect the nesting area. Environmental impacts will be considered prior to all work by the responsible Party (City or Valley Water, and/or their agents) performing said work.

16) Term of Agreement. The term of this Agreement (including the rights and obligations contained herein), will commence on the Effective Date and will expire on the 25th anniversary of the Effective Date, unless either Party requests a renewal of and/or amendment to the agreement no less than 180 days prior to the expiration of the then-existing term. If either Party requests a renewal and/or amendment to the agreement, and a renewal and/or amendment has not been implemented prior to the expiration of this Agreement, then City will either close and prevent public access to the Premises until a new agreement is executed or, subject to written approval by Valley Water's Chief Executive Officer and upon written request by City, this Agreement may be extended for no more than one (1) year to maintain public access to the Premises while ongoing efforts are made to execute a new Agreement.

17) Termination of Agreement. Either Party may terminate this Agreement after providing the other Party with at least 90 days prior written notice of its intent to terminate this Agreement. Upon the termination or expiration of this Agreement, City must remove all Recreational Improvements from the Premises and leave the Premises in a condition as near as reasonably practical to its condition prior to the installation and/or development of such improvements. Notice of intent to terminate may be given by City Administrator. Notice of intent to terminate may be given by Valley Water's Chief Executive Officer.

18) Indemnification by City. Notwithstanding any other provision of this Agreement, City agrees to indemnify, defend, and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses, and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the: (i) public's use of the Premises, (ii) public's use of real property adjacent to the Premises, or (iii) negligence or willful misconduct of City's officers, agents, employees, or independent contractors, except to the extent caused by Valley Water's active or gross negligence or willful misconduct. This Agreement to defend, indemnify, and hold harmless Valley Water will operate irrespective of the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is a condition of Premises or any other cause of any kind or nature.

19) Indemnification by Valley Water. Notwithstanding any other provision of this Agreement, Valley Water agrees to indemnify, defend, and hold harmless City, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses, and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of and are caused by Valley Water's active or gross negligence or willful misconduct, or from any physical condition of the Premises caused in whole or in part by Valley Water's acts or omissions. This Agreement to defend, indemnify, and hold harmless City will operate only to the extent that the basis of the claim, liability, loss, damage, or injury is a result of Valley Water's active or gross negligence or willful misconduct.

20) Insurance. City and Valley Water must, throughout the duration of this Agreement, maintain and cause its contractors to maintain sufficient insurance and coverage as described in Exhibit D, attached hereto and incorporated herein. City and Valley Water can meet the insurance requirements of this Section 20 through self-insurance which can be substantiated by issuance of a certificate of self-insurance.

21) Equal Opportunity Employer. Valley Water is an equal opportunity employer and requires public agencies that it enters into this Agreement with to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, City will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

Compliance with Applicable Equal Opportunity Laws. City's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections §503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

City must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with anti-discrimination and anti-harassment provisions of this Agreement. City must conduct a fair, prompt, and thorough investigation of all allegations directed to City by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, City must take prompt, effective disciplinary action against the offender.

22) Future Recreational Improvements. If the Parties agree to include additional Recreational Improvements to this Agreement in the future, such additions may be made by amending the Exhibits to this Agreement and obtaining the signatures of Valley Water's Chief Executive Officer and City's City Administrator. No further approval will be required for such amendments, provided that the terms of this Agreement will apply to all trail segments added in this manner.

23) Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either Party in writing:

City:

City of Gilroy
Attention: City Administrator
7351 Rosanna Street
Gilroy, CA 95020

Valley Water:

Santa Clara Valley Water District
Attention: Clerk of the Board
5750 Almaden Expressway
San Jose, CA 95118
w/copy to Lands Management Program

- 24) Successors and Assigns.** This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. City will neither assign nor sublet this Agreement without the prior written consent of Valley Water.
- 25) Choice of Law.** Choice of Law and Venue. This Agreement is governed by California law. Proper venue for legal action regarding this Agreement will be in the County of Santa Clara.
- 26) Amendments.** This Agreement may not be modified or amended except in writing signed by the authorized representative of both parties and approved as required by applicable law.
- 27) Compliance with Laws.** Each Party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all applicable federal, state, and local laws, statutes, orders, ordinances, rules, and regulations.
- 28) Not Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee, or other interest in a Party's real property to the other Party.
- 29) Attorney's Fees.** In the event of a dispute between the Parties with respect to the terms or conditions of this Agreement, the prevailing Party is entitled to collect from the other its reasonable attorney's fees as established by the judge or arbitrator presiding over such dispute.
- 30) Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way; provided, however, this paragraph will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 31) Waiver.** No delay or failure to require performance of any provision of this Agreement constitutes a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and must apply to the specific instance expressly stated.
- 32) Entire Agreement.** This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the parties concerning the public's use of the Premises and supersedes all prior written and oral understandings concerning the public's use of the Premises.

- 33) Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
- 34) Electronic Signature.** Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.
- 35) No Third-Party Beneficiaries.** This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.
- 36) Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the Valley Water.
- 37) Entire Agreement and Incorporation of Exhibits.** This Agreement, together with all Exhibits referenced herein and attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written and oral understandings.

signatures next page

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last written below.

"City"

CITY OF GILROY

A municipal corporation

"Valley Water"

SANTA CLARA VALLEY WATER DISTRICT,

a Special District, created by the California Legislature

Signed by:
By: Brad Kilger Date: 10/3/2025
694582116895474...
Brad Kilger
Interim City Administrator

By: _____ Date: _____
Melanie Richardson, P.E.
Interim Chief Executive Officer

ATTEST:

Signed by:
Kim Mancera
6430695D7EC6481...
Kim Mancera
City Clerk

ATTEST:

Candice Kwok-Smith
Clerk of the Board of Directors

APPROVED AS TO FORM:

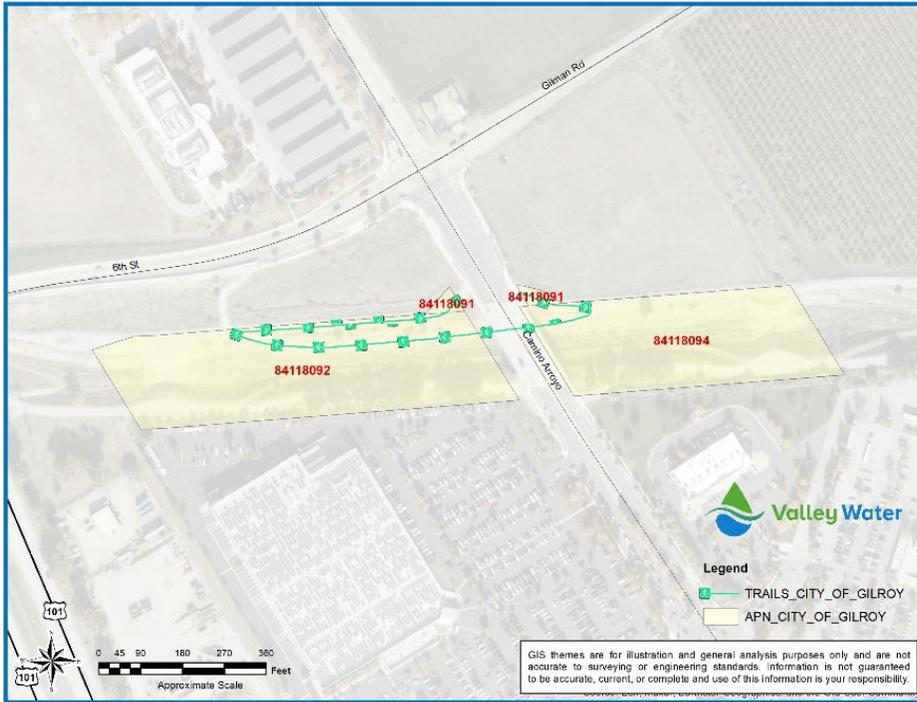
Signed by:
Andrew Faber
4898480E332C1120
Andrew Faber
City Attorney

APPROVED AS TO FORM:

Omar El-Qoulaq
Assistant District Counsel

EXHIBIT A (PREMISES AND SPECIAL PROVISIONS)

Exhibit #	Segment Name	Special Provisions
A.1	West Branch Llagas Creek - Camino Arroyo Bridge	<ul style="list-style-type: none"> • Public access to the Premises is restricted to daylight hours. • Swimming, boating, rafting, and fires are prohibited on the Premises. • City cannot provide any picnicking facilities on the Premises.



Document Name: Join Use Agreement MERGE

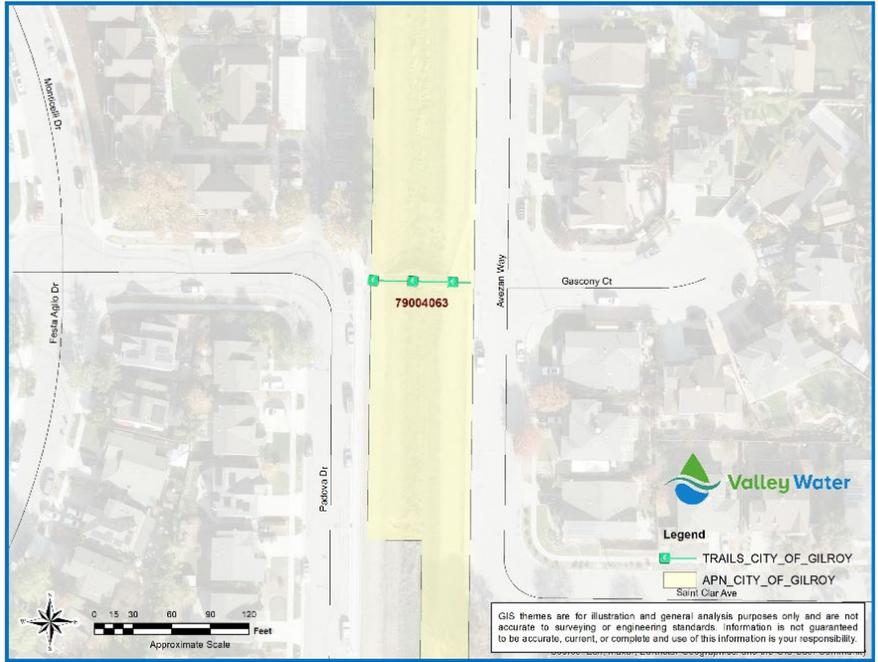
Exhibit #	Segment Name	Special Provisions
A.2	Lions Creek, West Branch Llagas Creek, and Upper Miller Slough	<ul style="list-style-type: none"> Public access to the Premises is restricted to daylight hours. Swimming, boating, rafting, and fires are prohibited on the Premises. City cannot provide any picnicking facilities on the Premises. Public access on the Premises must only be passive in nature. City must maintain vegetation within 30 feet of the property line near the pedestrian bridge for fire protection and aesthetic purposes, and remove any trash or dumping.



Document Name: Join Use Agreement MERGE

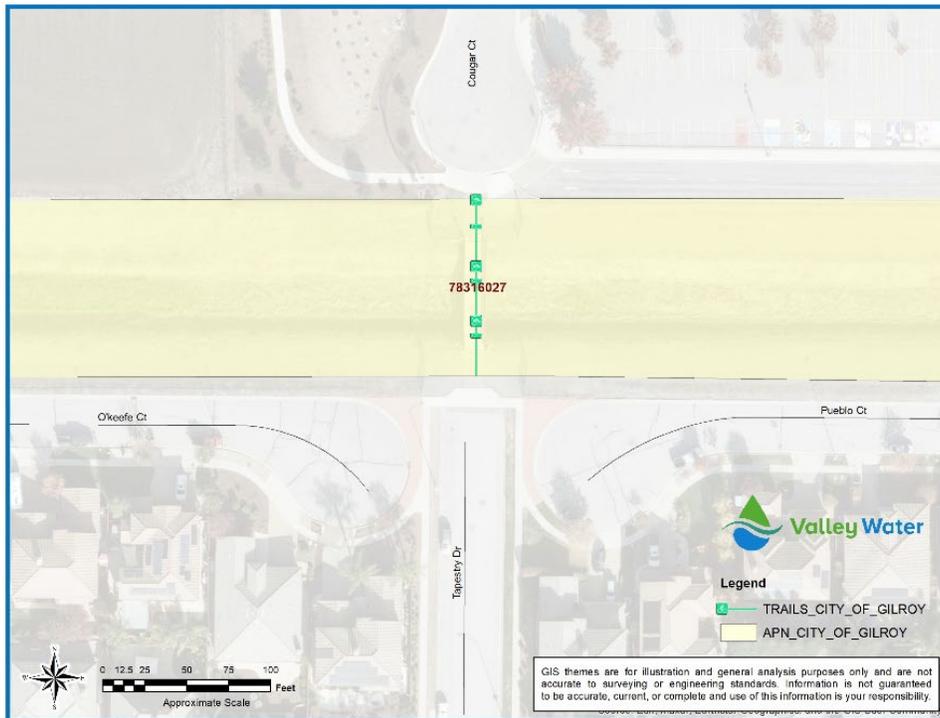


Exhibit #	Segment Name	Special Provisions
A.3	South Morey – Pedestrian Bridge at Channel Avezan Way and Gascony Court	<ul style="list-style-type: none"> City cannot provide any picnicking facilities on the Premises.



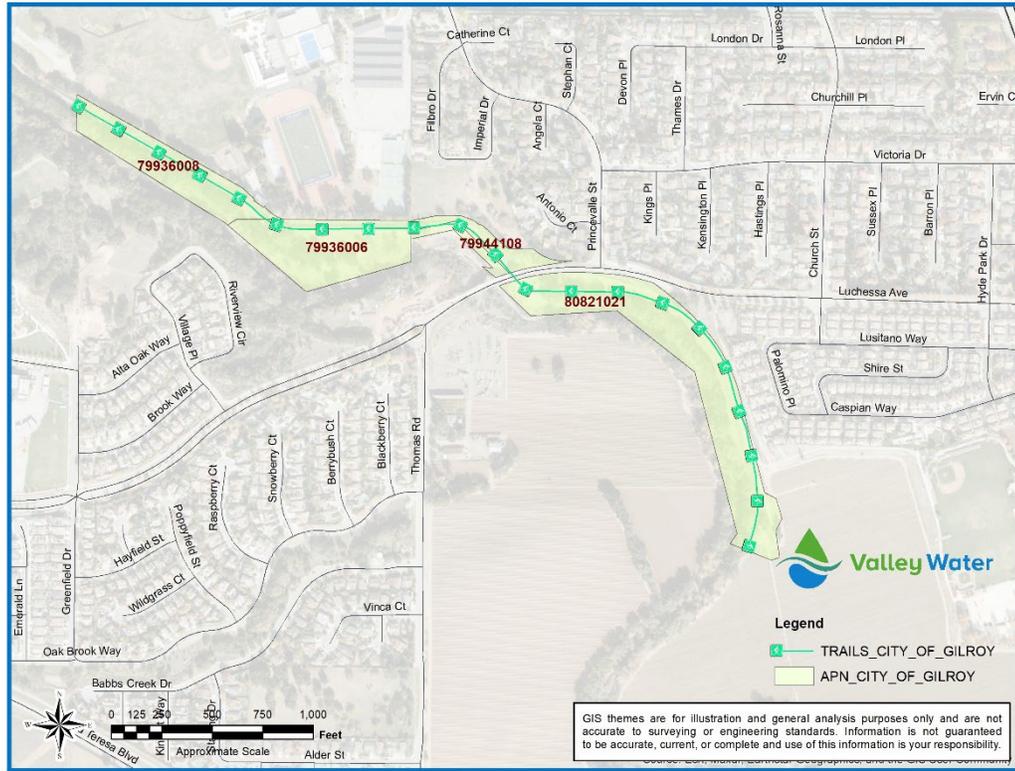
Document Name: Joint Use Agreement MERGE

Exhibit #	Segment Name	Special Provisions
A.4	Lions Creek Trail - Pedestrian Bridge at Tapestry Drive and Cougar Court	<ul style="list-style-type: none"> • City cannot provide any picnicking facilities on the Premises. • Users of the Premises must not use the bridge to enter Lions Creek or make any fires on the Premises.



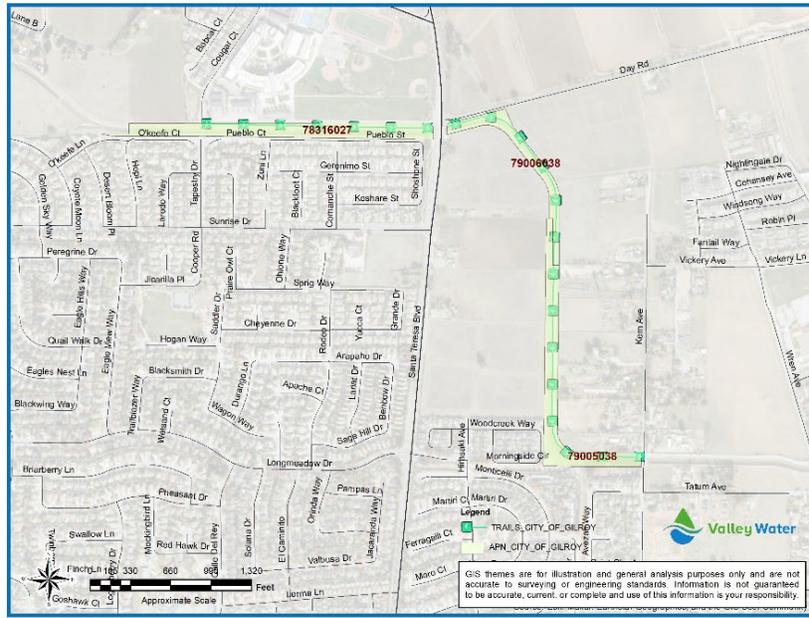
Document Name: Join Use Agreement MERGE

Exhibit #	Segment Name	Special Provisions
A.5	Uvas-Carnadero Creek Levee Top Trail	<ul style="list-style-type: none"> None



Document Name: Join Use Agreement MERGE

Exhibit #	Segment Name	Special Provisions
A.6	Lions Creek Trail from Kern Avenue to Tapestry Drive	<ul style="list-style-type: none"> • City needs to restrict public access to the Premises to daylight hours. • Public access on the Premises must only be passive in nature. • City cannot provide any picnicking facilities on the Premises. • Swimming, boating, rafting, and fires are prohibited on the Premises. • City must pave the trail and be responsible for repair and maintenance of any improvements made by City.



Document Name: CITY_OF_GILROY

EXHIBIT B—CITY DETOUR MAPS FOR TRAIL CLOSURES

Valley Water will notify the City with prior notice for non-emergency construction work that necessitates trail closure as soon as reasonably possible. Valley Water and the City will coordinate the closure of the trail for public safety purposes should it be required for City’s construction work, or operations and maintenance activities, or Valley Water’s construction work, or operations and maintenance activities. City will notify Valley Water’s Watersheds Operations and Maintenance Unit prior to work on the trail. City will be responsible for developing and communicating detour routes to the public. If the detour route differs from the one attached to this Agreement, City must provide Valley Water with a copy of the revised detour map.

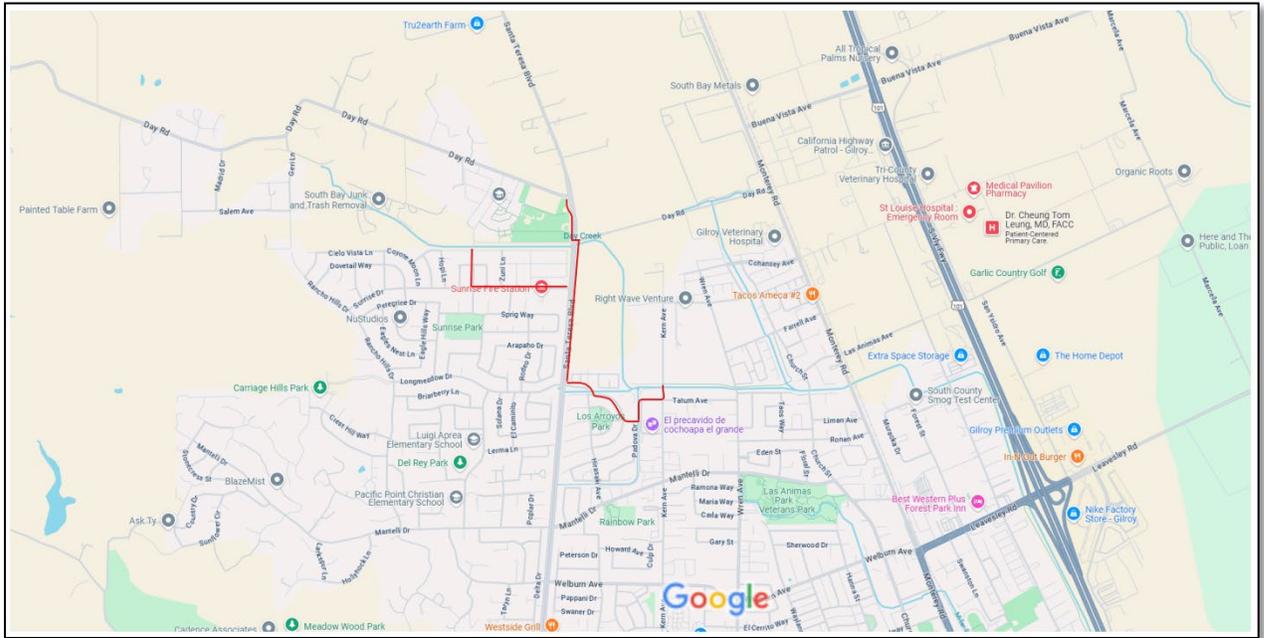


EXHIBIT C—PARTNER AGENCY TRAIL MAINTENANCE PLAN

1. Annual Trail Maintenance Activities:
 - a. Trail Brushing and Vegetation Management:
 - Ensure 90% clearance of weeds and branches within 5' on either side of the trail
 - Maintain 90% clearance of weeds and branches on paved portions
 - Prune trees to have a minimum eight- (8-) foot clearance above paved area
 - Remove any broken or hanging limbs greater than one (1) inch in diameter
 - Promptly remove cut branches and other debris from the Premises
 - b. Invasive Species Control:
 - Ensure 80% or more of landscaped areas are free of weeds and 100% free of overtaking vines
 - c. Pavement Maintenance:
 - Repair cracks, depressions, and potholes in paved portions of the trail
 - Ensure pavement is smooth and not crumbling or lifting
 - d. Drainage System Maintenance:
 - Ensure 80% of landscaped areas and 100% of paved areas are free of standing water two days after rain or two hours after irrigation
 - e. Hazardous Tree Removal:
 - Assess trees for hazards and remove as needed
 - f. Trail Surface Repair:
 - Address any surface quality issues on paved portions of the trail
 - g. Maintenance and Monitoring of Plantings:
 - Ensure 80% or more of plantings show no signs of death or damage
 - Monitor for appropriate size and shape of plants for their location
 - h. Trash and Graffiti Removal:
 - Remove litter and debris (no more than 10 pieces per 100' line of sight)
 - Empty trash receptacles before overflowing
 - Remove graffiti within 24-48 hours of observation
2. Maintenance Inspection Schedule:
 - Conduct weekly visual inspections of the trail
 - Perform detailed quarterly inspections of all trail features
 - Conduct annual comprehensive trail condition assessment
3. Trail Closure Action Plan:
 - Implement trail closures as required for Valley Water maintenance actions or during high creek flows
 - Use bicyclist and pedestrian detour routes as outlined in Exhibit B
 - Provide signage in advance of trail closures
4. Trail Security Responsibilities:
 - Conduct regular patrols of the trail
 - Respond to security concerns reported by trail users
 - Coordinate with local law enforcement as needed
5. Permits:
 - Maintain necessary permits for routine maintenance activities
 - Coordinate with Valley Water for any activities requiring additional permitting

EXHIBIT D - Joint Use Agreement Insurance Requirements

For purposes of this Exhibit, "Contractor" means any third-party entity engaged by the City to perform work on the Premises. If the City performs work using its own personnel, the City shall maintain equivalent insurance coverage as required herein per Section 20 of this Agreement.

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("Valley Water") and the City of Gilroy the Contractor must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by Valley Water.** In the event of a claim or dispute, Valley Water has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment insurance

document.

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at RiskManager@valleywater.org.

CERTIFICATES OF INSURANCE

Contractor must furnish Valley Water with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Agreement Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

and

**City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder must be named as Additional Insured;
2. Valley Water agreement or project number must appear;
3. The list of policies scheduled as underlying on the Umbrella policy must be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Contractor receives any notice that any of the insurance policies required by this Exhibit D, Insurance may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer must immediately provide written notice to the designated Valley Water Agreement Administrator that such insurance policy required by this Exhibit D Insurance is canceled or coverage is reduced.

MAINTENANCE OF INSURANCE

If Contractor fails to maintain such insurance as is called for herein, Valley Water, at its option, may suspend payment for work performed and/or may order Contractor to suspend all Contractor's work at Contractor's expense until a new policy of insurance is in effect.

RENEWAL OF INSURANCE

Contractor will provide Valley Water with a current Certificate of Insurance and endorsements within Thirty (30) business days from the expiration of insurance.

Contractor must instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

valleywater@ebix.com

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

REQUIRED COVERAGES

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$500,000 per occurrence/**\$500,000** aggregate limits for bodily injury and property damage.

\$500,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by Valley Water.

General Liability insurance must:

- a. Be written on standard ISO forms, or inspected by Valley Water Risk Manager.
- b. Include coverage at least as broad as found in standard ISO form CG 0001.
- c. Include Premises and Operations.
- d. Include Contractual Liability expressly including liability assumed under this Purchase Order.
- e. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- f. Include Owners and Contractor's Protective liability.
- g. Include Severability of Interest.
- h. Include Explosion, Collapse and Underground Hazards, (X, C, and U).
- i. Include Broad Form Property Damage liability.
- j. Contain no restrictive exclusions (such as but not limited to CG 2153, CG 2144 or CG 2294).

Valley Water reserves the right to require certain restrictive exclusions be removed to ensure compliance with the above.

2. Business Auto Liability Insurance with coverage as indicated:

\$500,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

Excess or Umbrella policies may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits, however all such policies must contain a primacy clause (See Section 2, General Conditions) and meet all other General Conditions below.

3. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

GENERAL REQUIREMENTS

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. **NOTE:** This section does not apply to the Workers' Compensation.
2. **Primacy Clause:** Contractor will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Contractor's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Contractor will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Contractor must provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Contractor agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subcontractors:** The Contractor must secure and maintain or must be responsible for ensuring that all subcontractors performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of Valley Water must not be deemed to release or limit any liability of Contractor. Damages recoverable by Valley Water for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees to waive subrogation against Valley Water to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Contractor agrees

to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.

- 10. Non-compliance:** Valley Water reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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CHECKLIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$500,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$500,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers' Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Exhibit D, Joint Use Agreement GL/AL \$500K/WC_11.26.2024

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Santa Clara Valley Water District

File No.: 25-0976

Agenda Date: 11/25/2025

Item No.: 4.3.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approve the Re-Appointments of Committee Members for Additional Two-Year Terms to the Environmental and Water Resources Committee.

RECOMMENDATION:

Consider and approve the re-appointments of committee members for additional two-year terms to the Environmental and Water Resources Committee.

SUMMARY:

In accordance with Board Governance Process Policy GP-8, Board Committees are established to assist the Board with policy advice, Santa Clara Valley Water District Mission implementation, respective expertise, and, importantly, to help produce the link between Valley Water and the community.

The following committee member reappointments for the Environmental and Water Resources Committee (EWRC) are submitted for Board consideration in accordance with Board Resolution 17-75, Providing for and Defining the Structure and Function of Board Committees (Attachment 1).

Applicant Name: Tess Byler
Nominating Director: Director Eisenberg
Membership Category: District 7

Applicant Name: Arthur Keller
Nominating Director: Director Eisenberg
Membership Category: District 7

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice and equity impacts associated with this item. This action is unlikely to or will not result in human health or environmental effects; and is not associated with an equity opportunity.

FINANCIAL IMPACT:

The Office of the Clerk of the Board has budgeted funds to support the business meetings of the Board's Advisory Committees for Fiscal Year 2025-2026.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: SCVWD Resolution No. 17-75

UNCLASSIFIED MANAGER:

Candice Kwok-Smith, 408-630-3193

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER
DISTRICT**

**RESOLUTION 17- 75
PROVIDING FOR AND DEFINING THE STRUCTURE AND FUNCTION OF
ADVISORY COMMITTEES TO THE SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS AND REPEALING RESOLUTION 15-28**

BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District as follows:

There have been established as advisory to the Santa Clara Valley Water District (District) Board of Directors (Board), in accordance with the District Act, the following committees (hereafter "Committees"), which shall continue in accordance with the provisions of this resolution:

1. Agricultural Water Advisory Committee (established by the District Act, which states ". . . The Board shall create an advisory committee consisting of farmers to represent users of agricultural water.");
2. Environmental and Water Resources Committee;
3. Santa Clara Valley Water Commission; and
4. Santa Clara Valley Water District Youth Commission.

1. PURPOSE

- 1.1 This resolution sets forth the purpose, activities, and membership guidelines of the Committees.
- 1.2 The Committees are established to assist the Board with policy review and development, provide comment on activities in the implementation of the District's mission for Board consideration, and to identify Board-related issues pertaining to the following:
 - 1.2.1 **Agricultural Water Advisory Committee:** agricultural water supply and use and groundwater production charges.
 - 1.2.2 **Environmental and Water Resources Committee:** water supply, flood protection, and environmental stewardship.
 - 1.2.3 **Santa Clara Valley Water Commission:** water supply, flood protection, and environmental stewardship.
 - 1.2.4 **Santa Clara Valley Water District Youth Commission:** public policy, education, outreach, and all matters impacting the Santa Clara County youth and the water district.

- 1.3 In accordance with Governance Process Policy-8, the specific duties of the Committees are to:
 - 1.3.1 Provide input on policy alternatives for Board deliberation.
 - 1.3.2 Provide comment on the activities in the implementation of the District's mission for Board consideration.
 - 1.3.3 Produce and present to the Board an Annual Accomplishments Report summarizing the outcomes of the Committee's annual Board-approved work plan.
 - 1.3.4 Further, in accordance with Governance Process Policy-3, when requested by the Board, the Advisory Committees may help the Board produce the link between the District and the public through information sharing to the communities they represent.
- 1.4 In carrying out these duties, the Committee members bring to the District their respective expertise and the interests of the communities they represent.

2. MEMBERSHIP

- 2.1 Committee membership shall consist of the following:

Agricultural Water Advisory Committee

- 2.1.1 The Agricultural Water Advisory Committee shall be comprised of 16 members who are farmers and reside or do business, as determined by the Board, within Santa Clara County.
- 2.1.2 The Agricultural Water Advisory Committee shall also be comprised of one member who owns a private well (non-retail) within Santa Clara County.
- 2.1.3 Each Director may nominate up to two farmers who reside and/or farm within the nominating Director's district. In the event that a Director is unable to nominate a farmer from his/her district, the Director may nominate a farmer from anywhere within Santa Clara County.
- 2.1.4 The Loma Prieta Resource Conservation District and the Santa Clara County Farm Bureau may each nominate one representative for appointment as long as the nominee is a farmer who resides or does business, as determined by the Board, within Santa Clara County.
- 2.1.5 The Agricultural Water Advisory Committee does not have alternate members.

Environmental and Water Resources Committee

- 2.1.6 Effective July 1, 2015, the Environmental and Water Resources Committee shall be comprised of 21 At-Large members, who reside or do business, as determined by the Board, within Santa Clara County.
- 2.1.7 Effective July 1, 2015, each Director may nominate up to three at-large members.

Santa Clara Valley Water Commission

- 2.1.8 The Santa Clara Valley Water Commission shall be comprised of 18 elected representatives: one from each City and Town in Santa Clara County, the County of Santa Clara, the Santa Clara County Open Space Authority, and the Midpeninsula Regional Open Space District. Each elected representative may have at least one alternate who may be another elected official or staff person from the same jurisdiction.
- 2.1.9 All municipal representatives and alternates to the Santa Clara Valley Water Commission shall be appointed by their perspective agency.

Santa Clara Valley Water District Youth Commission

- 2.1.10 The Santa Clara Valley Water District Youth Commission shall be comprised of 21 Board-appointed members who reside and attend high school in Santa Clara County.
- 2.1.11 Each Director may nominate up to three at-large members of the Santa Clara Valley Water District Youth Commission.
- 2.2 Members and alternates (where applicable) of the Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission serve a two-year renewable term that begins upon appointment, or January 1 if a renewed appointment, and expires on December 31 of the year following appointment. Term of office for Committee members and alternates who are appointed mid-year shall begin upon appointment and run through December 31 of the year following appointment.
- 2.3 Members of the Santa Clara Valley Water District Youth Commission serve a two-year renewable term that begins upon appointment, or September 1 if a renewed appointment, and expires on August 31 of the year following appointment. Term of office for Committee members and alternates who are appointed mid-term shall begin upon appointment and run through August 31 of the year following appointment.
- 2.4 Board appointed Committee members shall be held over until they are reappointed or successors are appointed by the Board.
- 2.5 Municipal appointed Committee members shall be held over until they are reappointed or successors are appointed by the County of Santa Clara and each City and Town therein.

- 2.6 Board member nominee appointments to Committees shall be subject to a majority vote of a quorum of the Board.
- 2.7 Following two or more consecutive unexcused absences, the Board may choose to remove a Board appointee. An unexcused absence is defined as failure to notify the District at least 48 hours in advance that the member will not attend the meeting.
- 2.8 Nothing in this resolution affects the eligibility of any current member of any Committee to serve out his or her current term, as long as the member continues to meet the eligibility criteria in effect when he or she was appointed to the Committee.

3. OFFICERS AND DUTIES

- 3.1 The officers of each Committee shall be a Chairperson and Vice-Chairperson, both of whom shall be members of that Committee. The Chairperson and Vice-Chairperson shall be elected by the Committee.
- 3.2 The term of the Chairperson and Vice-Chairperson of the Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission is one year commencing on January 1 and ending on December 31 and for no more than two consecutive terms. The Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission shall elect their officers at the first meeting of the calendar year. All officers shall hold over in their respective offices after their term of office has expired until their successors have been elected and have assumed office.
- 3.3 The term of the Chairperson and Vice-Chairperson for the Santa Clara Valley Water District Youth Commission shall commence on September 1 and end on August 31 of the following year. However, the term of the first Chairperson and Vice-Chairperson of the Santa Clara Valley Water District Youth Commission will commence at the Santa Clara Valley Water District Youth Commission's first meeting and end on August 31 of the following year.
- 3.4 The Chairperson of each Committee shall have the following authority and duties:
 - (a) Preside at all meetings of the Committee;
 - (b) Facilitate productive meetings in accordance with posted Agenda and the Ralph M. Brown Act (open meeting law);
 - (c) Add items to the committee agenda;
 - (d) Invite speakers for any agendized item;
 - (e) Manage speaker time limits;

- (f) Facilitate communication of committee comments, requests, and recommendations to the Board of Directors;
 - (g) Report to the committee on decisions of the Board of Directors which impact the committee's activities; and
 - (h) Perform other such duties as the Committee may prescribe consistent with the purpose of the Committee.
- 3.5 The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the unexpected vacancy of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed upon the Chairperson until such time as a new Chairperson is elected by the Committee.
- 3.6 Should the office of Chairperson or Vice-Chairperson become vacant during the term of such office, the Committee shall elect a successor from its membership at the earliest meeting at which such election would be practicable and such election shall be for the unexpired term of such office.
- 3.7 Should the Chairperson and Vice-Chairperson know in advance that they will both be absent from a meeting, the Chair may appoint a Chairperson Pro-tempore to preside over that meeting. In the event of an unanticipated absence of both the Chairperson and Vice-Chairperson, the Committee may elect a Chairperson Pro-tempore to preside over the meeting in their absence.

4. MEETINGS

- 4.1 Meetings of the Committees shall be open and public and called in accordance with the Ralph M. Brown Act, Government Code Sections 54950 and following. Such meetings shall be held at the District Headquarters or such other place and time within Santa Clara County as the Board may designate.
- 4.2 Special meetings may be called by the Board and conducted in accordance with Section 54956 of the Government Code.
- 4.3 Committees shall convene four times per year or more often, as authorized by the Board, except for the Agricultural Water Advisory Committee, which shall convene at least once a year, or more often, as authorized by the Board.
- 4.4 The Board approves and sets all Committee annual work plans and meeting agendas. Committee meeting agendas will be considered pre-approved by the Board once it has approved each of the annual Advisory Committee work plans. Modifications to meeting agendas will be considered by the Board, or Board Chair, as needed, through a review of the pre-approved work plans when it receives and considers Committee policy recommendations, comments, and requests, staff recommended modifications, and requests by members of the public. The Board may also initiate modifications to pre-approved work plans at any time.

- 4.5 Notices of each meeting, together with an agenda, the draft minutes of the preceding meeting, and supporting meeting materials, shall be provided to the Committee members no less than ten business days in advance.
- 4.6 Any Committee meeting in which all items on the Agenda are informational, excluding the approval of meeting minutes, will be cancelled and notification sent from the Clerk of the Board at least ten days prior to the scheduled meeting date.
- 4.7 A majority of the appointed members of the Committee or their alternates is required to constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. If the Clerk of the Board, or his/her designated representative (Clerk), has been notified at least two business days in advance of a scheduled meeting that a quorum will not be present, the Clerk will cancel the meeting and notice the membership of the cancellation.
- 4.8 In the event that a Committee meeting is cancelled due to the lack of a quorum, upon concurrence of the Committee Chair and the Board Representative, the Committee meeting may be re-scheduled or re-convened to a specified date, time, and place.
- 4.9 In the event a quorum of the Committee is not present at the scheduled start time of the meeting, or is lost during the meeting, at the discretion of the Chair of each Advisory Committee, individual Committee members present in the room may proceed to hear informational agenda items, including any staff reports. No action shall be taken on any agenda item when a quorum does not exist. No official record of statements made by individual Committee members, staff, or members of the public will be created. However, if a quorum is achieved at any time, action items may be heard, discussed, and voted upon.
- 4.10 Except for such actions to adjourn, action of the Committee may be taken only upon the affirmative vote of not less than a majority of the appointed members or their alternates present. The voting on all matters shall be by voice vote unless a roll call vote is called for by any member of the Committee. Only appointed Committee members or appointed alternates (who are sitting in an appointed member's stead) may vote on a matter.
- 4.11 Discussion on any agenda item by either Committee members or by any member of the general public may be limited, at the discretion of the Chairperson, to such length of time as the Chairperson may deem reasonable under the circumstances.
- 4.12 The Committee may adjourn any regular or special meeting to a time and place specified in the order of adjournment.

5. SUB-COMMITTEES

- 5.1 Subcommittees of Board Advisory Committees will not be recognized. However, less than a quorum of Committee members may meet informally outside of meetings in accordance with Ralph M. Brown Act requirements.

**PROVIDING FOR AND DEFINING THE STRUCTURE AND FUNCTION OF
ADVISORY COMMITTEES TO THE SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS AND REPEALING RESOLUTION 15-28**

RESOLUTION 17- 75

BE IT FURTHER RESOLVED that Resolution No. 15-28 is hereby repealed.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on

AYES: Directors T. Estremera, R. Santos, N. Hsueh, G. Kremen,
L. LeZotte, J. Varela

NOES: Directors None

ABSENT: Directors B. Keegan

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT



JOHN L. VARELA
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC



Clerk/Board of Directors

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Santa Clara Valley Water District

File No.: 25-0781

Agenda Date: 11/25/2025

Item No.: 4.4.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Permanente and Hale Creek Concrete Channel Repair Project, Disney Construction, Inc., Contractor, Project No. 62084001, Contract No. C0707 (Mountain View and Los Altos, District 7).

RECOMMENDATION:

- A. Accept the work on the Permanente and Hale Creeks Concrete Channel Repair Project, Project No. 62084001, Contract No. C0707 as complete; and
- B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder

SUMMARY:

The construction contractor, Disney Construction, Inc. (Contractor), has completed the Permanente and Hale Creeks Concrete Channel Repair Project (Project).

Project Background

Permanente and Hale Creeks are part of the Lower Peninsula Watershed. The existing concrete U-frame channels were constructed in the early 1960s and have exceeded their intended design lifespan. These channels exhibit significant structural deficiencies, including wall deflection, concrete spalling, and cracking. The locations of these deficiencies were most prevalent on Permanente Creek from Park Drive to Mountain View Avenue within the City of Mountain View and along Hale Creek from Arboleda Avenue to Rosita Avenue within the City of Los Altos. If these issues were not addressed, deterioration would continue, and there would be an increased risk of asset failure. This project was identified as one of the high-priority projects under the Watersheds Asset Rehabilitation Program (WARP).

Evaluation of alternatives to address the deflection and comply with updated structural standards has been proposed as a newly validated CIP Project and remains on the unfunded list as presented to the Board on January 14, 2025 as part of the FY2026 - FY2030 CIP. Defining this larger project and securing additional funding will be part of future years' CIP development. Meanwhile, the project was

constructed to prevent any further deflection of the existing walls.

Staff estimates that this repair option will extend the lifespan of the existing facility by approximately 10 years.

The objective of the Project is to prevent future deflections of the existing concrete walls and extend their service life.

The scope of the repair is to:

- 1) Repair concrete spalls and cracks;
- 2) Install vertical steel columns into the existing U-frame walls to support steel struts; and
- 3) Install steel struts between the vertical steel columns to prevent further deflection of the existing walls.

Relevant Prior Board Actions

On February 11, 2025, the Board adopted plans and specifications and authorized advertisement for bids for construction.

On April 22, 2025, the Board received report of bids; awarded the Project construction contract to the Contractor, in the sum of \$1,384,450; approved a 15 percent contingency sum of \$207,667.50, and authorized the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Contract Change Orders

Three (3) contract change orders totaling \$119,115.50 were executed for this contract to address Valley Water requested changes and credits back to the contract for deleted items of work.

These changes included:

- A. \$79,297.88 for the additional concrete spall repairs for the walls at Hale Creek discovered during construction and steel anchor pull tests for both Permanente and Hale Creeks.
- B. \$110,065.60 for additional spall repairs for the existing cracks within the channel bottom at Hale Creek discovered during construction.
- C. \$31,372.02 for additional steel bracings at Permanente Creek and additional concrete spall repairs for the slab at Permanente Creek deemed necessary during construction.
- D. (\$101,620.00) credits included the deduction for the remaining unnecessary contract work for the joint seal replacement, joint header repair, crack, and for the supplemental work for winterization which was not performed since the project was completed before winterizing the site was needed.

Table 1 presents a summary of the construction contract and contingency amounts associated with the Project.

**TABLE 1
SUMMARY OF CONSTRUCTION CONTRACT
AND CONTINGENCY AMOUNTS**

	Contract Amount	Contingency Amount Remaining
Original Contract	\$1,384,450.00	\$207,667.50
Change Order No. 1 (DOO approved)	\$79,297.88	\$128,369.62
Change Order No. 2 (DOO approved)	\$110,065.60	\$18,304.02
Change Order No. 3 Final (Staff Approved)	(70,247.98)	\$88,552.00
Final Change Order Amount	\$119,115.50	
Final Contract Amount with Change Orders and Credit	\$1,503,565.50	\$88,552.00

Acceptance of the Work and Recording Notice of Completion of Contract

The California Civil Code allows an owner or agent to execute a Notice of Completion of Contract after acceptance of the work by the Board. The Notice of Completion of Contract and Acceptance of Work is included in Attachment 1. The Designated Engineer has determined that the work has been completed, to the best of their knowledge, in accordance with the plans and specifications, and recommends acceptance. The Designated Engineer’s representative recommendation of construction acceptance is included in Attachment 2. The Project Completion Letter is included as Attachment 3. Photos of the completed Project are included in Attachment 4. The Project Delivery Process Chart is included in Attachment 5.

Construction Contract Retention

California law requires Valley Water to release contract retention in accordance with certain time frames, which will commence once the Notice of Completion is recorded. Interest payment on retention due to the contractor may be avoided by meeting the requisite deadlines.

Santa Clara Valley Water District (Valley Water) is currently withholding retention funds totaling five percent (5%) of the contract items (\$75,178.28) in accordance with the Public Contract Code. Per the construction Contract Documents, Valley Water is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or the contract.

Total Project Expenditures

As indicated in the Summary of Construction Contract and Contingency Amounts (Table 1), the original contract amount of \$1,384,450.00 increased by \$119,115.50 to \$1,503,565.50 in approved change orders and credits, an increase of approximately 8.60 percent, which is under the Board-approved contingency.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with this item. This action is unlikely to or will not result in adverse impacts.

FINANCIAL IMPACT:

The Permanente and Hale Creek Concrete Channel Repair Project (Task No. 5219) is included under the Watersheds Asset Rehabilitation Program (WARP), Project No. 62084001, and is included in the Capital Improvement Program (CIP) FY 2026-30 Five-Year Plan and in the FY 2025-26 Adopted budget. The Project was funded by the Watersheds Stream Stewardship Fund (Fund 12).

Transfer of Remaining Balances

The original contract amount of \$1,384,450.00, combined with the Board-approved contingency encumbrance of \$207,667.50, totals \$1,592,117.50 for construction of the Project. The total final expended amount for the construction of the Project is \$1,503,565.50. This results in a remaining balance of \$88,552.00 and upon completion and close-out of Contract No. C0707 is planned for release to WARP (Project No. 62084001), project reserves.

CEQA:

Valley Water is the lead agency under the California Environmental Quality Act for implementation of the Project. The Project is covered under the Stream Maintenance Program Update (SMP-2), 2014-2026 and the Environmental Impact Report for the Stream Maintenance Program was certified by the Board on January 24, 2012.

ATTACHMENTS:

- Attachment 1: Notice of Completion and Acceptance of Work
- Attachment 2: Construction Contract Acceptance
- Attachment 3: Project Completion Letter
- Attachment 4: Construction Photos
- Attachment 5: Project Delivery Process Chart

UNCLASSIFIED MANAGER:

Bhavani Yerrapotu, 408-630-2735
Emmanuel Aryee, 408-630-3074



Recording Requested by: Candice Kwok-Smith, Clerk, Board of Directors

When Recorded, Mail to:

**Candice Kwok-Smith, Clerk, Board of Directors
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686**

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Directors of Santa Clara Valley Water District, State of California, pursuant to law, that work to be performed under the contract heretofore made and executed by and between Santa Clara Valley Water District, as Owner therein, and **Disney Construction, Inc., 533 Airport Boulevard, Suite 120, Burlingame, CA 94010**, as Contractor therein (Contractor), bearing the date **May 13, 2025** for construction of the Permanente and Hale Creeks Concrete Channel Repair Project and appurtenant facilities upon lands of said District known as Permanente Creek and Hale Creek situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the Contractor, and the work was accepted by the District's Board of Directors on behalf of the District on November 25, 2025.

That upon said contract, **Western Surety Company, 151 North Franklin Street, Chicago, IL 60606 (Bond No. 30240778)** was surety on the bond given by **Disney Construction, Inc.** the Contractor, as required by law;

That the title of said District to the real property upon which said work and contract was performed is that of **in Fee** and;

That the District's address is 5750 Almaden Expressway, San Jose, California 95118.

IN WITNESS WHEREOF, pursuant to the order of the Board of Directors made and given on November 25, 2025 authorizing and directing the execution of this instrument, the District has caused these presents to be executed in its name, authenticated by the signature of the Clerk of the Board of Directors on November 25, 2025.

Candice Kwok-Smith
Clerk, Board of Directors
Santa Clara Valley Water District

I, the undersigned, say that I am Clerk of the Board of Directors of the Santa Clara Valley Water District; that I make this declaration on its behalf; that District is the owner of the real property interest described in the foregoing Notice; that declarant has read the foregoing Notice and knows the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 25, 2025, at San Jose, California.

Candice Kwok-Smith
Clerk, Board of Directors
Santa Clara Valley Water District

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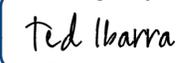
SANTA CLARA VALLEY WATER DISTRICT

RECOMMENDATION OF CONSTRUCTION CONTRACT ACCEPTANCE

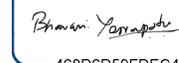
In accordance with **Article 11.01.06, Acceptance of Work**, of the contract specifications, a final inspection was conducted on September 15, 2025, for the Permanente and Hale Creeks Concrete Channel Repair Project, Contract No. C0707, Project No. 62084001. The Project Completion Letter dated October 20, 2025, indicates that the work was completed in accordance with the requirements of the contract.

It is recommended that the work under this contract be accepted by the District.

Recommended By:

<p>DocuSigned by:  83996A61133C48A...</p> <hr/>	<p>10/22/2025</p> <hr/>
<p>Ted Ibarra, P.E. Associate Engineer Designated Engineer's Representative</p>	<p>Date</p>

Concurrence:

<p>DocuSigned by:  468D6D59FDEC458...</p> <hr/>	<p>10/24/2025</p> <hr/>
<p>Bhavani Yerrapotu, P.E. Deputy Operating Officer Watersheds Design and Construction Division</p>	<p>Date</p>

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October 20, 2025

Mr. Richard L. Disney
Disney Construction, Inc.
533 Airport Boulevard, Suite 120
Burlingame, CA 94010

Subject: Permanente and Hale Creeks Concrete Channel Repair Project
Contract No. C0707, Project No. 62084001 **Project Completion Letter**

Dear Mr. Disney:

In accordance with **Article 11.01.05 Project Completion**, this serves as the Project Completion Letter for the completion of the Permanente and Hale Creeks Concrete Channel Repair Project (Project).

A Final Inspection of the work was performed on September 15, 2025. Completion of all Deficiency List items has been attested to by Valley Water staff.

Valley Water is in receipt of the Project Completion Certification, dated October 17, 2025, from Disney Construction, Inc.

Therefore, in accordance with **Article 11.01.06 Acceptance of Work**, I will recommend that the Valley Water Board of Directors formally accept the subject contract.

If you have any questions, contact me at (408) 550-3967 or email at tibarra@valleywater.org.

Sincerely,

DocuSigned by:

83996A61133C48A...

Ted Ibarra, P.E.
Associate Engineer
Large Capital Projects Unit

cc: B. Yerrapotu, E. Aryee, H. Angeles, L. Gregory, S. De La O, C. Houston, P. Park, Z. Shao,
J. Davila, N. Bullock, J. Luna, Contract File

Attachment 3
Page 1 of 1



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PERMANENTE AND HALE CREEKS CONCRETE CHANNEL REPAIR PROJECT

Contract C0707, Project No. 62084001

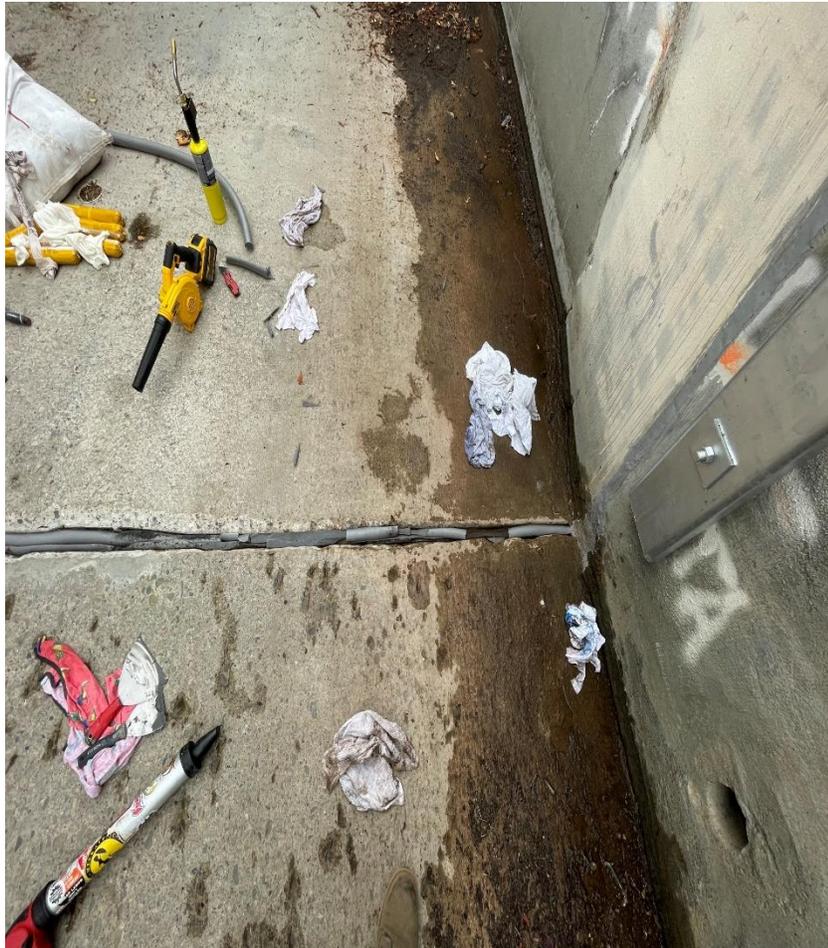
Construction Photos

Construction Photos



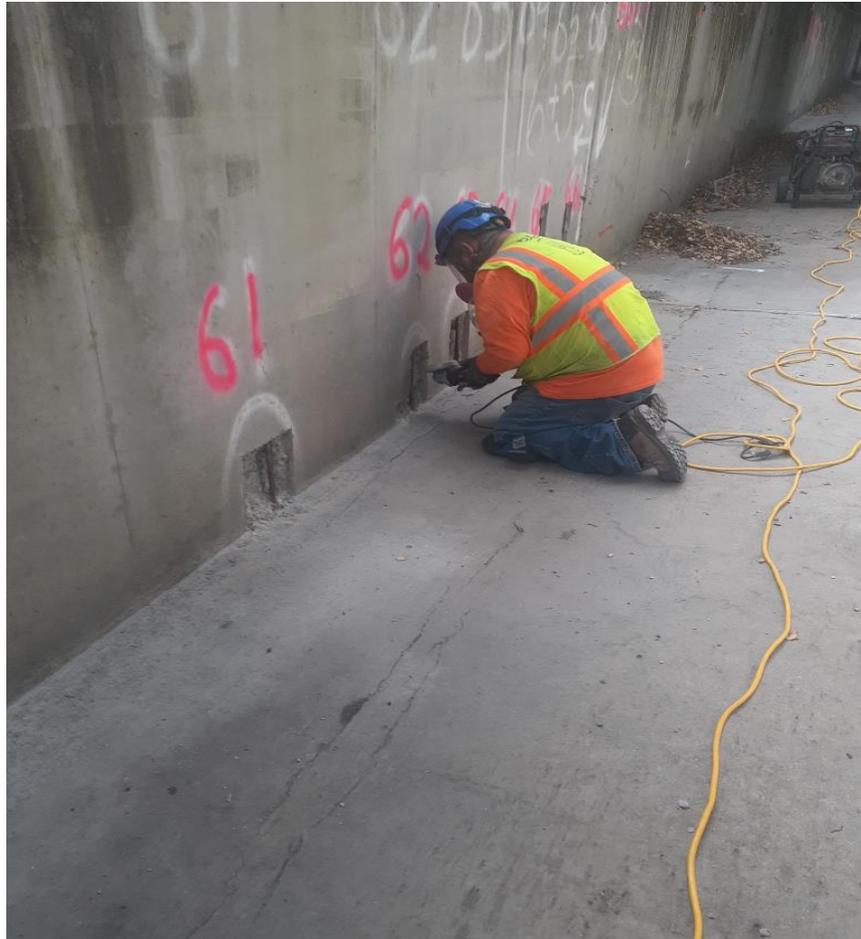
Crack Repair Work on Channel Bottom (During and Post Construction)

Construction Photos



Joint Seal Repair Work (During and Post Construction)

Construction Photos



Wall Spall Repair Work (During and Post Construction)

Construction Photos



valleywater.org

Steel Installation Work at Permanente Creek



Construction Photos



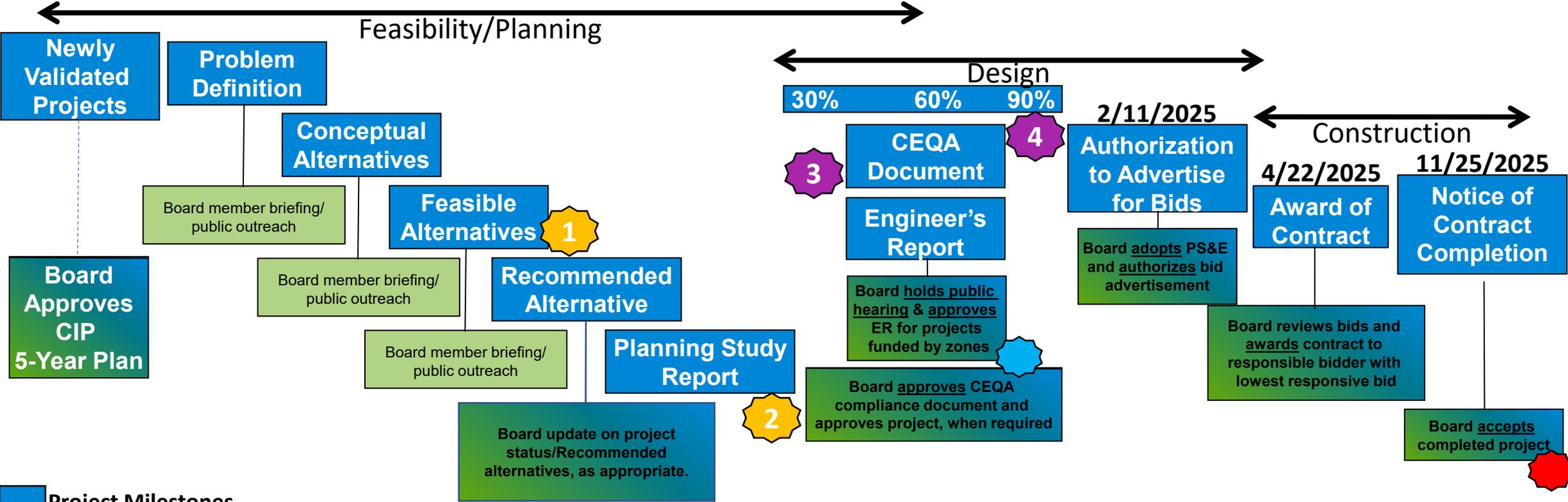
Steel Installation Work at Hale Creek

Permanente and Hale Creeks Concrete Channel Repair Project

Project No. 62084001, Contract No. C0707

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*

* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.

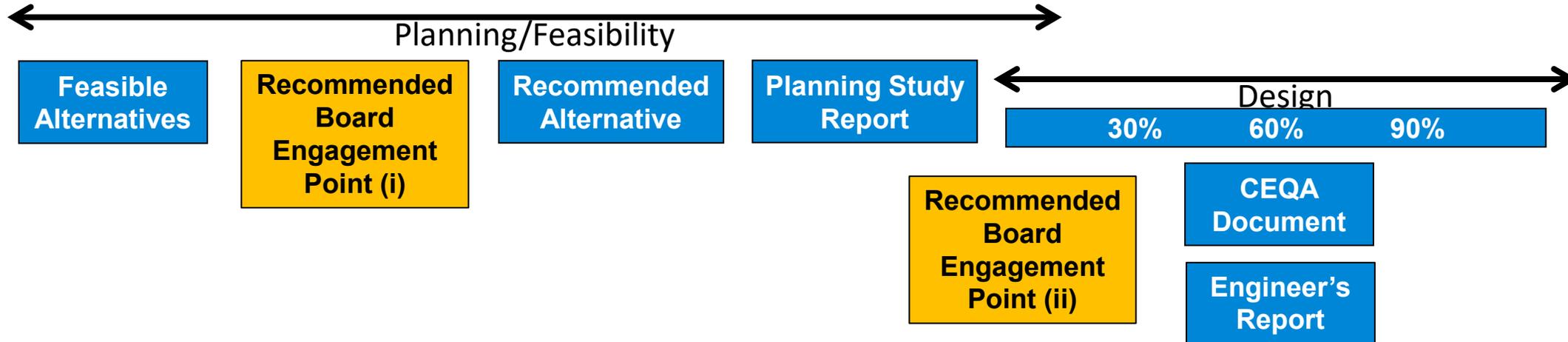


- Project Milestones
- Board Member Engagement
- Board Engagement/Action
- Additional Board Engagement Points for Complex Projects
- Additional Board Engagement Points for Operations & Maintenance Impacts
- Board Action: Approval/Adoption of Environmental = Approval of Project
- Staff: Reassess Risk for Remaining Contingency

Capital Improvement Program (CIP) Project Delivery Process*

Board Engagement/Actions

Additional Recommended Points for Board Engagement



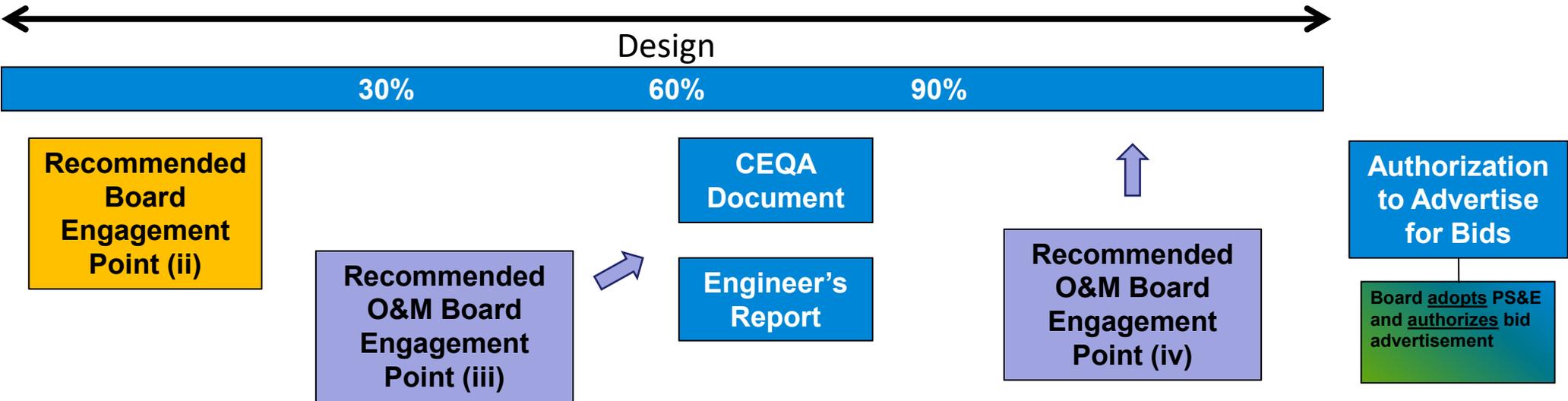
For capital projects with unusually complex fiscal, jurisdictional, environmental, or community considerations:

- i. During the Planning/Feasibility Phase, after identifying the Feasible Alternatives but before selecting the Recommended Alternative, present the Feasible Alternatives and staff's initially proposed Recommended Alternative to the Capital Improvement Program (CIP) Committee. If recommended by the CIP Committee, present them to the Board for feedback to inform the selection of the Recommended Alternative; and
- ii. For the projects for which the Board provided feedback regarding the Recommended Alternative, should changes to the project occur during the Planning and initial Design Phases that result in a significant deviation from the Recommended Alternative, staff will return to both the CIP Committee and the Board to provide information and receive feedback, as necessary, prior to the public review of the California Environmental Quality Act (CEQA) document.

Capital Improvement Program (CIP)

Project Delivery Process*

Additional Recommended Points for O&M Engagement



For all capital projects:

- iii. As part of the Board memo on either the Engineer's Report or CEQA document, include an O&M cost and impact assessment
- iv. If significant changes occur after the Engineer's Report or CEQA document is approved by the Board, present an updated O&M cost and impact assessment to the Capital Improvement Program (CIP) Committee

* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.

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Santa Clara Valley Water District

File No.: 25-0739

Agenda Date: 11/25/2025

Item No.: 4.5.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Denial of Claim Submitted by First Community Housing and Betty Anne Gardens, L.P. Represented by Strategy Law, LLP.

RECOMMENDATION:

Deny the claim.

SUMMARY:

On August 11, 2025, Strategy Law, LLP, representing First Community Housing and Betty Anne Gardens, L.P., submitted a claim. The Betty Anne Gardens affordable housing community is located along Penitencia Creek. On February 13, 2025, the creek experienced a significant flooding event that lasted several hours and inundated numerous residential units and common areas. Subsequent investigation determined that the flooding was caused by a massive debris jam upstream of the property, which obstructed flow and led to overtopping and downstream discharge.

The City of San José ("City"), which received the same claim as Santa Clara Valley Water District (Valley Water) from Strategy Law, LLP, tendered this claim to Valley Water on September 22, 2025, under the theory that Valley Water agreed to indemnify the City from all claims directly or indirectly resulting from the District's exercise of flood management on the premises or from acts, omissions or activities of District personnel, pursuant to the Tri-Party Agreement for the Joint-Use of Lands along Upper Penitencia Creek, executed in 2007 by Valley Water, the City, and County.

At the time of the flooding event, Valley Water did not own, control, or maintain the reach of Penitencia Creek adjacent to Betty Anne Gardens. Valley Water held no land rights or easements in the affected area and would have required a right-of-way and cooperative agreement with the City to access the area and implement flood protection measures or clear debris. Absent such an agreement, the City as landowner, is responsible for maintaining the area or clearing debris from the creek at that location, not Valley Water. The City is aware of this fact, as Valley Water reminded the City of their responsibility as landowners in response to a request from the City for debris removal in this area in 2023.

Furthermore, the mere fact that Valley Water has authority to implement flood mitigation measures in

Santa Clara County does not mean it has a duty to prevent flooding throughout the County in all places and at all times. Valley Water does not assume liability for any and all damages that may be caused by flooding throughout the County. Valley Water must have had some measure of ownership, control, specific duty imposed by statute, or involvement in the creation of the dangerous condition, in order to be liable for resulting damages. No such circumstances existed here.

Valley Water had no duty or authority to exercise flood management on the premises or clear debris absent an agreement with the City, who own the land at issue. Therefore, there is no liability on the part of Valley Water and staff recommends that the claim be denied.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice Impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: Claim

*Handout 4.5-A: Strategy Law, LLP

UNCLASSIFIED MANAGER:

Carlos Orellana, 408-630-2755

STRATEGY LAW, LLP

One Almaden Boulevard, Suite 700 San Jose, CA 95113
P: (408) 478-4100 F: (408) 295-4100 www.strategylaw.com

August 11, 2025

JOSHUA SAFRAN, ESQ.
jsafran@strategylaw.com

Rick Callender
Chief Executive Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686

Via Personal Service

Claim Against Santa Clara Valley Water District for Damages Per California Government Code §§910 *et seq.*

Dear Mr. Callender:

Please be advised that our firm is counsel of record for First Community Housing, a California nonprofit corporation (“FCH”), and Betty Anne Gardens, L.P., a California limited partnership (“the LP”) (FCH and the LP being, collectively, the “Claimants”). Pursuant to California Government Code §§910 *et seq.*, by and through this duly and timely submitted claim, Claimants respectfully submit the following claims and information relating to damages to real property, personal property, and persons, proximately caused by the Santa Clara Valley Water District’s (“District”) tortious acts and omissions.

A. Subject Incident

The Betty Ann Gardens residential community (the “Community”) is located at 945 Lundy Avenue in the City of San Jose, on an approximately 3.87-acre site along the banks of Penitencia Creek. The Community is managed and operated by FCH for affordable housing purposes and owned by the LP.

On or about February 13, 2025, Penitencia Creek experienced a severe flooding event (the “Flood”) which lasted for several hours. The Flood caused very significant damage to the Community, devastating many residential units and common areas, destroying personal property, and causing related personal injuries.

The Flood was so severe and the damages so extensive that the disaster was covered broadly in the news. Please find three exemplar news stories highlighting the Flood and associated damages here:

<https://www.youtube.com/watch?v=edTdRE1hE7o>

<https://www.youtube.com/watch?v=cXvJ6dlelKE>

<https://www.youtube.com/watch?v=9NhG4B2GY1U>

B. Description of Damages

The Flood caused extensive damage to many residential units and common areas within the Community. Due to the extensive nature and scope of damages, Claimants have not yet completed their investigation and calculation of damages incurred and hereby reserve the right to amend and update their claim as further damage assessments become available. To date, the incurred and projected damages associated with the Flood include, but are not limited to the costs of:

1. Mitigation, emergency response, and cleanup efforts;
2. Structural, property, and landscaping repairs;
3. Interior damage repairs;
4. Mechanical and utility system repairs;
5. Environmental and health hazard avoidance and abatement;
6. Temporary and permanent resident displacement and relocation;
7. Claims for damages to resident property;
8. Associated resident claims against Claimants;
9. Business interruption and financial losses;
10. Lost rental revenue and opportunity costs;
11. Increased operating and management expenses;
12. Insurance deductibles and exclusions;
13. Fees for attorneys, consultants, and vendors;
14. Reduced property values;
15. Higher insurance premiums; and,
16. Long term reputational and market impacts.

Current estimates indicate that damages have already exceeded \$1,000,000 and are expected to reach upwards of \$3,000,000. These damages and adverse impacts are substantial and require immediate redress. Both FCH and the LP incurred these damages and seek recovery through this claim both on behalf of themselves and on behalf of their residents who incurred a subset of these losses in personal property and personal injury damages.

While Claimants' investigation is ongoing and they reserve the right to provide additional evidence of damages as it becomes available, we provide the following evidence related to this claim at this time: Remediation Assessment Reports; and, invoices, receipts, and spreadsheets documenting flooded units, relocation expenses incurred, and amounts due and paid to Titan Environmental Solutions, Inc., Northwest Restoration, D Squared Construction, and Diamond Cleaning. These materials are available at the following link: <https://strategylaw.sharefile.com/public/share/web-s01a8924055164aa78f9c651949b5217e>

C. Causation

Investigations subsequent to the Flood indicate that the Flood was caused by a massive accumulation of debris upriver from the Community (the “Debris Jam”) which obstructed the natural flow of Penitencia Creek. The obstruction caused by this Debris Jam materially reduced the creek’s carrying capacity, resulting in upstream impoundment and a hazardous elevation of water levels. The eventual sudden overtopping and/or breach of the obstruction caused a rapid downstream discharge of creek water, directly resulting in the Flood which inundated the Community.

The Debris Jam and the resulting Flood and damages suffered by Claimants were proximately caused by the negligent acts and omissions of the District. Specifically, the District failed to properly design, construct, maintain, inspect, and/or operate municipal stormwater drainage systems (including Penitencia Creek), culverts, and other water control infrastructure in the affected area. As a result of this negligence, creek water, rainwater, and storm runoff were not adequately managed or diverted, leading to the accumulation and overflow of floodwaters directly onto Claimants’ property and the Community.

The District was on notice of the defective and inadequate drainage systems and the potentiality for and occurrence of the Debris Jam and resulting flooding and failed to take timely or appropriate corrective measures and failed to conduct the due diligence and prudent management necessary to avoid precisely this type of avoidable disaster. This breach of duty resulted in severe property loss and disruption of use and enjoyment including Claimants’ damages.

Photographs of the Debris Jam and a timeline of the Penitencia Creek water levels and inadequate debris removal efforts on the date in question are available at the following link: <https://strategylaw.sharefile.com/public/share/web-s5e8dcff7380b4f8e96d4d37bc8ff0ff3>

■ ■ ■

Thank you for your time and attention to this important matter. Given the scope of damages and the adverse impacts on the Community and its residents, immediate redress is appropriate and necessary.

All notices regarding this matter and/or any other communications with Claimants should be directed to and through my office. Please do not hesitate to contact me with any questions.

Very truly yours,

STRATEGY LAW, LLP



Joshua Safran, Esq.

cc: District Counsel, Santa Clara Valley Water District (by email)

From: Joshua Safran <jsafran@strategylaw.com>
Sent: Monday, November 24, 2025 8:44 PM
To: Board of Directors <board@valleywater.org>
Cc: Omar El-Qoulaq <Oelqoulaq@valleywater.org>
Subject: Claimants' Response to Recommendation of Denial; Claim No. L2450025; First Community Housing & Betty Anne Gardens, L.P.

***** This email originated from outside of Valley Water. Do not click links or open attachments unless you recognize the sender and know the content is safe. *****

Dear President and Members of the Board,

Please find attached our letter to you of today's date for your consideration before and at your Board meeting of November 25, 2025.

All the best,

Joshua

STRATEGYLAW LLP

Joshua Safran, Esq.

One Almaden Boulevard, Suite 700

San Jose, California 95113

Phone: 510.384.7627

Email: jsafran@strategylaw.com

The information in this e-mail and any attachments is confidential, and may be subject to the attorney-client or work product privilege. If you are not the intended recipient, any review, disclosure, distribution, or use of such information is strictly prohibited. If you have received this e-mail in error, please destroy it and notify the sender immediately.

STRATEGY LAW, LLP

One Almaden Boulevard, Suite 700 San Jose, CA 95113
P: (408) 478-4100 F: (408) 295-4100 www.strategylaw.com

November 24, 2025

JOSHUA SAFRAN, ESQ.
jsafran@strategylaw.com

Board of Directors
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686

Via Email (Board@valleywater.org)

**Claimants' Response to Recommendation of Denial; Claim No. L2450025
First Community Housing & Betty Anne Gardens, L.P.**

Dear President and Members of the Board:

Please be advised that our firm is counsel of record for First Community Housing, a California nonprofit corporation ("FCH"), and Betty Anne Gardens, L.P., a California limited partnership ("the LP") (FCH and the LP being, collectively, the "Claimants"), the owners and operators of the Betty Anne Gardens residential community located at 945 Lundy Avenue, San Jose, which sustained catastrophic flooding damage during the February 13, 2025 Penitencia Creek flood event. We respectfully submit this letter in advance of the November 25, 2025 Board meeting to correct factual misunderstandings underlying staff's recommendation to deny the Claimants' Government Code claim.

The letter we received from the Assistant District Counsel, dated November 13, 2025, attached hereto as Exhibit A, recommends denial of the Claimants' claim based on the remarkable assertion that Valley Water "does not own, control, or maintain the reach of Penitencia Creek adjacent to Betty Anne Gardens." While this is a strange formulation, we understand the assertion to be that Valley Water does not own, control, or have an obligation to maintain those areas of land whereupon the debris jam formed which caused the Claimants' damages. This assertion is demonstrably incorrect.

As discussed below: (1) Valley Water holds property interests, including recorded easements, over the exact reach of Penitencia Creek where the debris jam formed; (2) Valley Water has expressly accepted and recorded those easements for flood-control and channel-maintenance purposes; (3) the debris jam that caused the flooding is located on and within those areas, including the subject easement areas; and, (4) Valley Water's own cameras captured the debris jam in this location in real time. Under these facts, Government Code § 818.6 does not shield the District from liability.

We request that the Board reject the recommendation of denial and instead take appropriate action to resolve the claim, consistent with Valley Water's legal obligations and its mission to protect residents from avoidable flood hazards.

Claimants' Response to Recommendation of Denial; Claim No. L2450025

Page 2

I. Valley Water Holds Property Interests Including Recorded Flood-Control Easements Covering the Relevant Reaches of Penitencia Creek

Valley Water has long held property interests, including multiple recorded easements over the stretches of Penitencia Creek upriver of the Betty Anne Gardens parcel, including the precise area where the Debris Jam formed and caused the catastrophic surge and overtopping on February 13, 2025.

Among the subject easements held by Valley Water, we include reference to:

A. 1979 Flood-Control Easement (Endo Parcels)

The 1979 easement (Document No. 4032-17) conveys to Valley Water perpetual rights to:

- construct, reconstruct, inspect, maintain and repair a channel, protection works and appurtenant structures;
- remove trees or brush constituting a hazard to persons or property or interfering with the use of said area; and,
- enter upon said land with vehicles, tools, implements whenever and wherever necessary for flood control or storm drainage purposes.

B. 1983 Flood-Control Easements

Two 1983 easement deeds (Docs. 4032-36 and 4032-32) likewise grant Valley Water:

- stormwater-drainage and flood-control easements over the same reach of Penitencia Creek and,
- with full rights of access, maintenance, inspection, and vegetation removal.

C. 2012 Storm Drain Easement

Claimants' own parcel is also subject to a 2012 recorded Storm Drain Easement granted for drainage and flood-protection purposes, expressly requiring the easement area to be kept clear of obstructions and giving Valley Water associated rights of operation and maintenance. Further, that easement expressly requires that the grantee indemnify, defend and hold the grantor harmless from all costs, losses, claims and liabilities arising out of or in connection with: (a) the physical condition of the easement area; and, (b) grantee's use of the easement area.

This indemnity runs with the land and expressly applies to all successors, including Valley Water, which remains the responsible flood-control entity benefiting from the easement.

D. ALTA Survey Confirms Easement Locations

Valley Water's property interests, including the subject easements are graphically depicted in a 2025 ALTA/NSPS survey overlay showing property interests adjacent to and crossing Penitencia Creek immediately upstream of the Community.

The above-described easements and survey are attached hereto as Exhibit B.

II. Valley Water's Own Camera Footage Shows the Debris Jam Forming and Remaining Within District Easement Limits

The District operates camera site 9015 – Upper Penitencia Creek at King Road, directed precisely at the location of the obstruction. The District's own timestamps show ongoing District presence, equipment, and personnel in direct response to the accumulating debris.

The District's webcam images (February 13, 2025, 09:00 and 13:00 PST) unmistakably show:

- substantial wood, trash, and vegetative debris lodged directly against the fencing and channel bank;
- heavy equipment and District personnel attempting to respond upstream of the Community; and,
- the creek overtopping and flowing forcibly around and over the obstruction.

These images confirm that:

- A. The obstruction was located on land controlled by the District;
- B. District staff responded because they recognized the Debris Jam was within their jurisdiction and duties; and,
- C. Had the obstruction been effectively cleared sooner, the destructive surge that overwhelmed the Community could have been avoided.

The above-described images are attached hereto as Exhibit C.

III. The Recommended Basis for Denial Is Legally Incorrect

Government Code §818.6 precludes liability for failure to inspect property not owned or controlled by the public entity. But here, Valley Water *does* own and control the relevant property interests for purposes of flood control, channel maintenance, debris removal, and hazard mitigation.

Claimants' Government Code claim asserts liability under statutory provisions governing dangerous conditions of public property, including: failure to maintain flood-control works;

Claimants' Response to Recommendation of Denial; Claim No. L2450025
Page 4

negligent operation of a drainage facility; and, failure to remove hazardous obstructions within District-controlled lands. These failures are not immunized. They are affirmative maintenance and operational duties Valley Water expressly assumed as an incidence of holding property ownership and rights, including those set forth in the recorded easements.

Even if §818.6 were relevant, this claim is not premised on "inspection" failures. It is premised on operational negligence. Namely, the District's failure to remove a known, dangerous obstruction in its own flood-control area. Indeed, staff and equipment were physically present, indicating active engagement, yet the obstruction remained until it catastrophically failed.

■ ■ ■

As discussed above, the claim denial recommendation is based on an inaccurate premise. That premise is rebutted by: the District's own property ownership and recorded easement interests; the ALTA survey confirming the location of District property interests and easements relative to the debris jam; the District's own real-time photos showing the obstruction within the District's area of control; and Valley Water personnel responding directly to the obstruction.

Given this evidence, we respectfully request the Board:

1. Reject staff's recommendation to deny the claim;
2. Direct District staff to engage with Claimants to resolve the matter; and
3. Acknowledge Valley Water's maintenance obligations within its easements to prevent recurrence of such preventable disasters.

Please feel free to contact our office should you require additional information. We look forward to appearing before the Board on November 25 and presenting these facts in further detail.

Very truly yours,

STRATEGY LAW, LLP



Joshua Safran, Esq.

cc: Omar El-Qoulaq, Assistant District Counsel, Santa Clara Valley Water District
(oelqoulaq@valleywater.org)

EXHIBIT

A



November 13, 2025

Via Certified Mail
jsafran@strategylaw.com

Joshua Safran, Esq.
Strategy Law, LLP
One Almaden Boulevard, Suite 700
San Jose, CA 95113

Re: Claim of Strategy Law, LLP – Claim No. L2450025

Dear Mr. Safran:

On August 13, 2025, Valley Water received your claim submitted on behalf of First Community Housing, a California nonprofit corporation, and Betty Anne Gardens, L.P., a California limited partnership, in which you allege damages to real property, personal property, and persons, proximately caused by Valley Water's tortious acts and omissions.

Your claim has been carefully reviewed pursuant to the California Government Claims Act (Gov. Code §§ 810 et seq.). Under the Act, a public entity is not liable for an injury except as otherwise provided by statute. (Gov. Code § 815, subd. (a)). Further, a public entity is not liable for injury caused by its failure to inspect any property other than its own property. (Gov. Code § 818.6).

Valley Water does not own, control, or maintain the reach of Penitencia Creek adjacent to Betty Anne Gardens. Valley Water requires a right-of-way and cooperative agreement with landowners to access the area and implement flood protection measures or clear debris. Absent such an agreement, the landowner is responsible for maintaining the area or clearing debris from the creek at that location, not Valley Water. Accordingly, Valley Water staff will respectfully request that the Board of Directors deny your claim in its entirety.

This item is scheduled to be heard during the November 25, 2025, Board meeting which begins at 1:00 pm. You have the right to appear before the Board or attend by Zoom to contest our recommendation. In the event of a Board meeting date change, I will provide you with advance notice. You can also monitor the Board meeting schedule and associated agenda items at: <https://scvwd.legistar.com/Calendar.aspx>.

If you have any questions, please contact me at (408) 630-2326.

Sincerely,

A handwritten signature in black ink that reads "Omar El-Qoulaq".

Omar El-Qoulaq
Assistant District Counsel
Office of the District Counsel



EXHIBIT

B

VALLEY TITLE COMPANY 170136 CG
REF. NO.: 254-17-17
CODE AREA: 57-004

6088543

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA,
AFTER RECORDING RETURN TO:
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95119

DO NOT WRITE ABOVE THIS LINE
Recorded at the request of
Valley Title Company

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA,
AFTER RECORDING RETURN TO:
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95119

D 842 PAGE 454
D 842 PAGE 454
S.M.

JUL 27 1973 8:00AM
GEORGE A. MANN
REGISTRAR-RECORDER
Santa Clara County Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT
DEED

DOCUMENT NO. 4032-17

a single man
KATSUHIRO ENDO, MITSUHIRO ENDO, and ASAMI ENDO, his wife

254-17-17

Grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a public corporation ("District"), an easement for the installation, maintenance, and operation of a streamflow gauge and flood protection works upon, over, and across that certain real property, in the County of Santa Clara, State of California, described as:
Parcel 1:

Beginning at the southeasterly corner of said lands; thence along the general southerly line of said lands S 86°03'00"W 12.34 feet to the true point of beginning; thence continuing along said line S 86°03'00"W 37.56 feet; thence leaving said line N 03°57'00"W 14.79 feet; thence S 78°15'13"E 14.93 feet; thence S 70°22'34"E 6.49 feet; thence N 81°05'00"E 12.68 feet; thence S 30°55'00"E 10.39 feet to the true point of beginning.

Containing 372 square feet or 0.009 acres of land, more or less.

Said easement area shall be kept clear of any type of building, fences, structure, pavement, or trees, unless prior written approval is obtained from District.

The easement shall include the right to construct, reconstruct, inspect, maintain and repair a channel, protection works and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purposes granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand and gravel for the construction, maintenance and repair of said channel, protection works and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control or storm drainage purposes.

TOGETHER WITH an easement for ingress and egress upon, over and across that certain real property in the County of Santa Clara, State of California, described as:

ORIGINAL

RECORDER'S MEMO
FAINT WRITING OR TYPING
OR CARBON COPIES MALES
POOR PHOTOGRAPHIC RECORD

JUL 27 1973

D 842 PAGE 456

Parcel 2:

Beginning at the southeasterly corner of said lands; thence along the general southerly line of said lands S 86°03'00"W 12.34 feet; thence N 30°55'00"W 10.39 feet to the true point of beginning; thence S 81°05'00"W 12.68 feet; thence N 70°22'34"W 3.54 feet; thence N 30°55'00"W 16.15 feet; thence N 86°03'00"E 15.71 feet; thence S 30°55'00"E 16.51 feet to the true point of beginning.

Containing 239 square feet or 0.005 acres of land, more or less.

Dated this 25th day of April 1978
Signed and delivered in the presence of
P. A. McCormack Katsuhiro Endo
Mitsuhiro Endo
Lucille Templeton

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

STATE OF CALIFORNIA

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

RECORDER'S MEMO
FAINT WRITING OR TYPING
OR CARBON COPIES MAKES
POOR PHOTOGRAPHIC RECORD

On April 27 before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared P. A. McCormack, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said; that he resides in the County of Santa Clara, State of California; that he was present and saw Katsuhiro Endo and Mitsuhiro Endo and Asami Endo personally known to him to be the person a described in and whose names are subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



Lucille Templeton
Lucille Templeton
Notary Public
In and for said County and State
My commission expires 8/11/81

CERTIFICATE OF CONSENT AND ACCEPTANCE D 842 PAGE 457

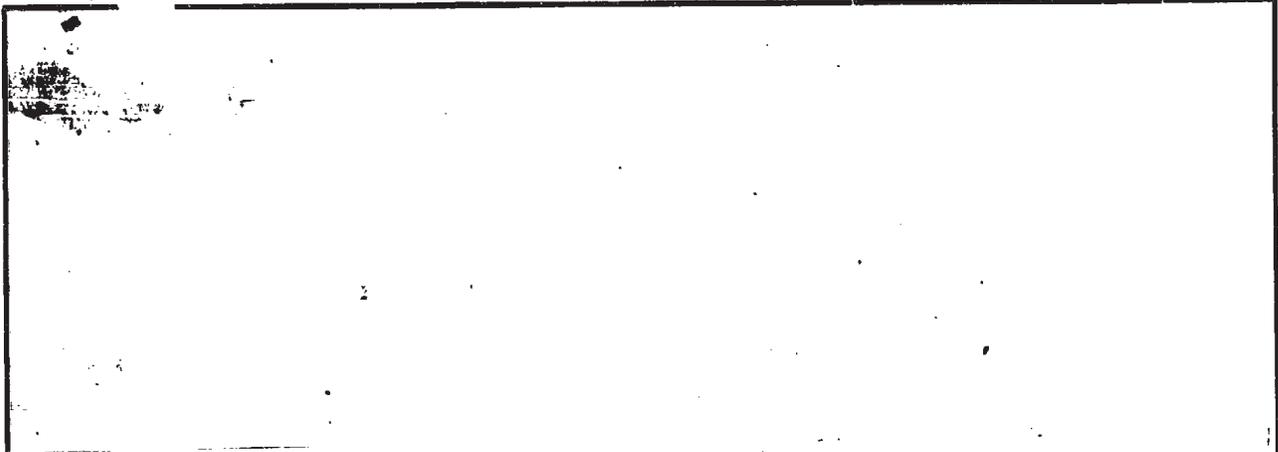
This is to certify that the interest in real property conveyed by the attached deed or grant to Santa Clara Valley Water District is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 68-25 of said Board of Directors adopted on the 26th day of March 1968, recorded March 27, 1968 in Book 8069, Page 535, Official Records of Santa Clara County, California, and the grantee consents to recordation thereof by its said duly authorized agent.

DATED: July 25, 1978.

SANTA CLARA VALLEY WATER DISTRICT

By Doris Marouch
~~General Manager/Clerk of the~~
~~Board of Directors~~
(Strike out inapplicable one)

CLERK PRO TEM OF THE BOARD OF DIRECTORS



DO NOT WRITE ABOVE THIS LINE

RECORD WITHOUT FEE UNDER SECTION 6103.
GOVERNMENT CODE OF THE STATE OF CALIFORNIA
AFTER RECORDING RETURN TO:
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

7778992
FILED FOR RECORD
AT REQUEST OF
SCVWD

AUG 11 12 40 PM '83

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. MAHN
REGISTRAR RECORDER

H800 PAGE 448

AH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

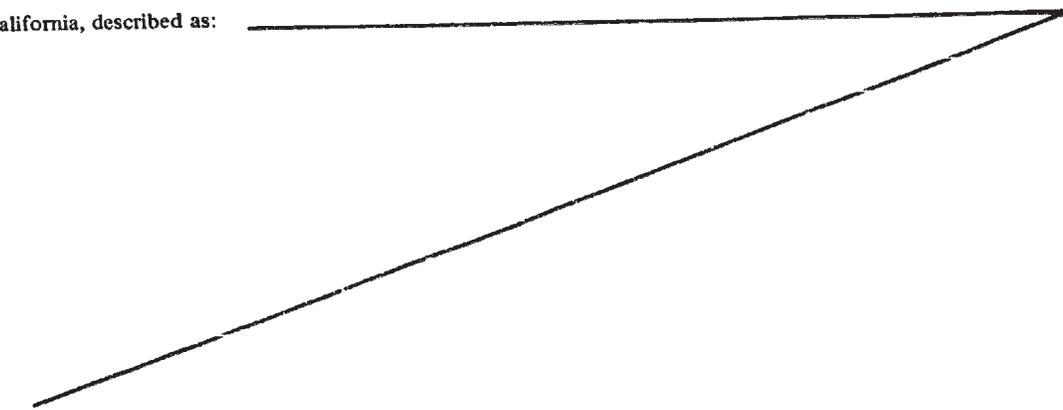
EASEMENT DEED
(INDIVIDUAL)

DOCUMENT NO. 4032-32

DORIS JUE, a widow and GORDON N. CHAN

hereinafter, "Grantor"

Grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a public corporation ("District"), an easement for water management and/or storm water drainage purposes in, upon, over and across that certain real property, in the City of _____, County of Santa Clara, State of California, described as:



H800 PAGE 449

4032-32

Being a portion of the lands described in the deed recorded in Book G493 of Official Records, at page 354 in the office of the Recorder, County of Santa Clara, State of California, to wit:

Parcel 1

All of said lands lying southwesterly of the following described line:

Beginning at the intersection of the southwesterly line of King Road (50.00 feet wide) with the southeasterly line of said lands; thence along said southeasterly line S 59°21'00"W 200.70 feet to the true point of beginning; thence leaving said line along a curve to the right from a tangent which bears N 67°58'09"W, having a radius of 290.00 feet, through a central angle of 02°29'20", for an arc distance of 12.60 feet; thence N 65°28'49"W 92.28 feet to the general southwesterly line of said lands.

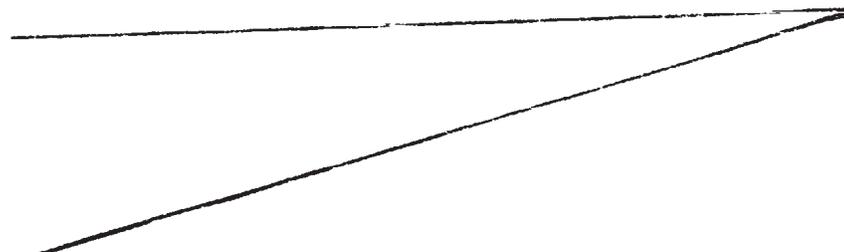
Containing 686 square feet or 0.016 acre of land, more or less.

Parcel 2

All of said lands lying southwesterly of the following described line:

Beginning at the intersection of the southwesterly line of King Road (50.00 feet wide) with the southeasterly line of said lands; thence along said southeasterly line S 59°21'00"W 212.97 feet; thence N 71°05'00"W 17.83 feet; thence N 57°17'00"W 87.77 feet; thence N 66°30'00"W 33.74 feet to the true point of beginning; thence leaving said line along a curve to the right from a tangent which bears N 60°28'57"W, having a radius of 220.00 feet, through a central angle of 34°37'26", for an arc distance of 132.98 feet; thence N 25°51'31"W 282.23 feet to the northwesterly line of said lands.

Containing 6100 square feet or 0.140 acre of land, more or less.



AUG 1 1993

H800 PAGE 450
4032-32

DO NOT WRITE ABOVE THIS LINE

Said easement area shall be kept clear of any type of building, fences, structure, pavement, or trees, unless prior written approval is obtained from District.

The easement shall include the right to construct, reconstruct, inspect, maintain and repair a channel, protection works and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand and gravel for the construction, maintenance and repair of said channel, protection works and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control or storm drainage purposes.

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine gender as the case may be.)

Dated this 8th day of August, 1983.
Signed and delivered in the presence of
Lisa Tommogen
Gordon N. Chan
Doris Jue

ACKNOWLEDGEMENT OF
SUBSCRIBING WITNESS

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } ss.

On August 10, 1983 before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Lisa Tommogen, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that she resides in the County of Santa Clara, State of California; that she was present and saw Gordon N. Chan and Doris Jue

personally known to her, to be the persons described in and whose names are subscribed to the within instrument, execute the same; and that affiant subscribed her name thereto as a witness to said execution.

WITNESS my hand and official seal.
(Seal) Theodora Morse

Name (Typed or Printed) Notary Public in and for said State



ACKNOWLEDGEMENT
GRANTOR(S)

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

On _____, 19____ before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared _____

known to me to be the person whose name subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Name (Typed or Printed) Notary Public in and for said State

FC 128-2 (04-18-77)

AREA
PCL 1 - 606 SQ FT OF 0.016 AC
6100 SQ FT OF 0.140 AC

AUG 11 1983

11800 PAGE 451

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to Santa Clara Valley Water District is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 68-25 of said Board of Director's adopted on the 26th day of March 1968, recorded March 27th, 1968 in Book 8069, Page 535, Official Records of Santa Clara County, California, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: August 10, 1983.

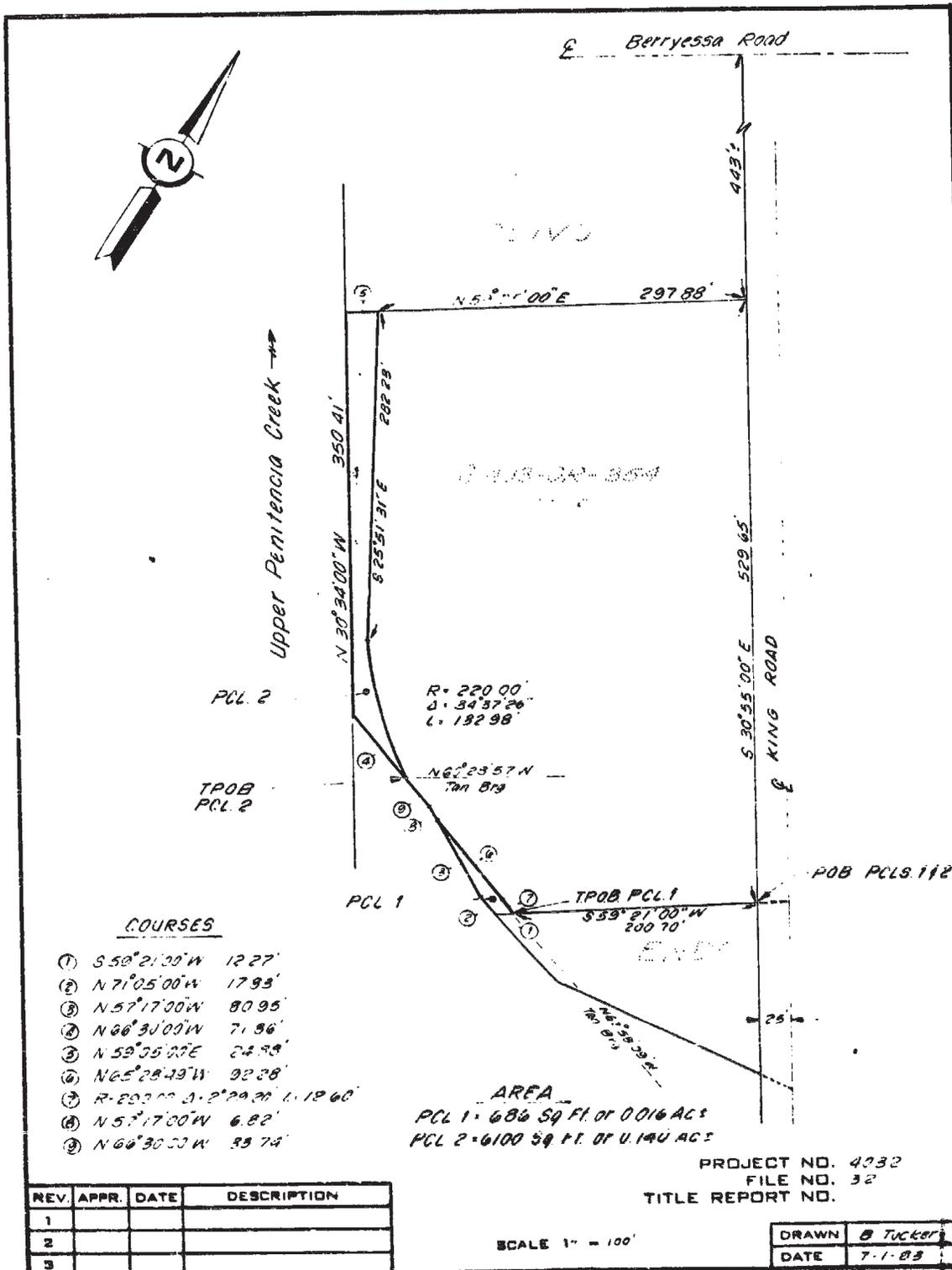
SANTA CLARA VALLEY WATER DISTRICT

By: [Signature]
General Manager/Clerk of the Board of Directors
(Strike out inapplicable one)

(06-18-77)

AUG 11 1983

H800 PAGE 452



COURSES

- ① S 58° 21' 00" W 12.27'
- ② N 71° 05' 00" W 17.93'
- ③ N 57° 17' 00" W 80.95'
- ④ N 66° 30' 00" W 71.96'
- ⑤ N 59° 35' 00" E 24.53'
- ⑥ N 65° 28' 49" W 92.28'
- ⑦ R=220.00' Δ=2° 29' 20" L=112.60'
- ⑧ N 57° 17' 00" W 6.82'
- ⑨ N 66° 30' 00" W 33.74'

AREA
PCL 1 - 686.59 SQ. FT. OR 0.016 ACS
PCL 2 - 6100.59 SQ. FT. OR 0.140 ACS

REV.	APPR.	DATE	DESCRIPTION
1			
2			
3			

PROJECT NO. 4932
FILE NO. 32
TITLE REPORT NO.

SCALE 1" = 100'

DRAWN	B. Tucker
DATE	7-1-03

BCVWD

AUG 11 2003

H936 PAGE 465 7833204

DO NOT WRITE ABOVE THIS LINE

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA
AFTER RECORDING RETURN TO:
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

REC. FEE	DH
MICRO	
LIEN NOT	
SMFP	

FILED FOR RECORD
AT REQUEST OF
S.C. Valley Water Dist
SEP 28 12 39 PM '83

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. MANN
RECORDER

SPACE ABOVE THIS LINE FOR RECORDS USE

EASEMENT DEED
(INDIVIDUAL)

DOCUMENT NO. 4032-36

.....
.....
.....
.....
.....

..... MITSUHIRO ENDO hereinafter, "Grantor"

Grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a public corporation ("District"), an easement for water management and/or storm water drainage purposes in, upon, over and across that certain real property, in the City of County of Santa Clara, State of California, described as:

Being a portion of the lands described in the deed recorded in Book 1529 of Official Records at page 63 in the office of the Recorder, County of Santa Clara, State of California, to wit:

Beginning at the southeasterly corner of said lands in the center line of King Road (50.00 feet wide); thence along the general southerly line S 86°03'00"W 49.77 feet (50.00 feet D842-OR-454) to the true point of beginning; thence continuing along said line S86°03'00"W 163.80 feet; thence continuing along said line N 71° 05'00"W 73.84 feet to the most westerly corner of said lands; thence along the northwesterly line of said lands N 59°21'00"E 12.27 feet; thence leaving said line along a curve to the left from a tangent which bears S 67°58'09"E having a radius of 290.00 feet, through a central angle of 25°58'41", for an arc distance of 131.49 feet; thence N 86°03'10"E 93.84 feet to the westerly line of Parcel 1 as said parcel is described in the deed recorded in Book D842 of Official Records at page 454, Santa Clara County Records; thence along said line S 03°57'00"E 4.89 feet to the true point of beginning.

Containing 1663 square feet or 0.038 acre of land, more or less.

ORIGINAL

7833204

H936 PAGE 465

H936 PAGE 466

DO NOT WRITE ABOVE THIS LINE

4032-36

Said easement area shall be kept clear of any type of building, fences, structures, pavement, or trees, unless prior written approval is obtained from District.

The easement shall include the right to construct, reconstruct, inspect, maintain and repair a channel, ~~together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted.~~ It also shall include the right to enter upon said ~~land~~ ^{EASEMENT AREA} with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand and gravel for the construction, maintenance and repair of said channel, ~~and to construct, reconstruct, inspect, maintain and repair any structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control or storm drainage purposes.~~

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine gender as the case may be.)

Dated this 13 day of Sept, 1983.

Signed and delivered in the presence of *Mitsuhiko Endo*

ACKNOWLEDGEMENT OF
SUBSCRIBING WITNESS

STATE OF CALIFORNIA }
COUNTY OF } ss.

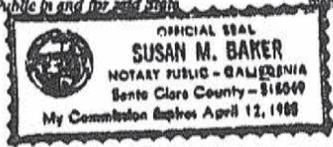
On _____, 19____ before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____, State of California; that he was present and saw _____

personally known to _____ to be the person described in and whose name _____ subscribed to the within instrument, execute the same; and that affiant subscribed _____ name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal) _____

Name (Typed or Printed) Notary Public in and for said State



PC 12B-2 (04-16-77)

ACKNOWLEDGEMENT
GRANTOR(S)

STATE OF CALIFORNIA }
Santa Clara COUNTY OF California } ss.

On 9/13, 1983 before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared MI TSUHIRO ENDO

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

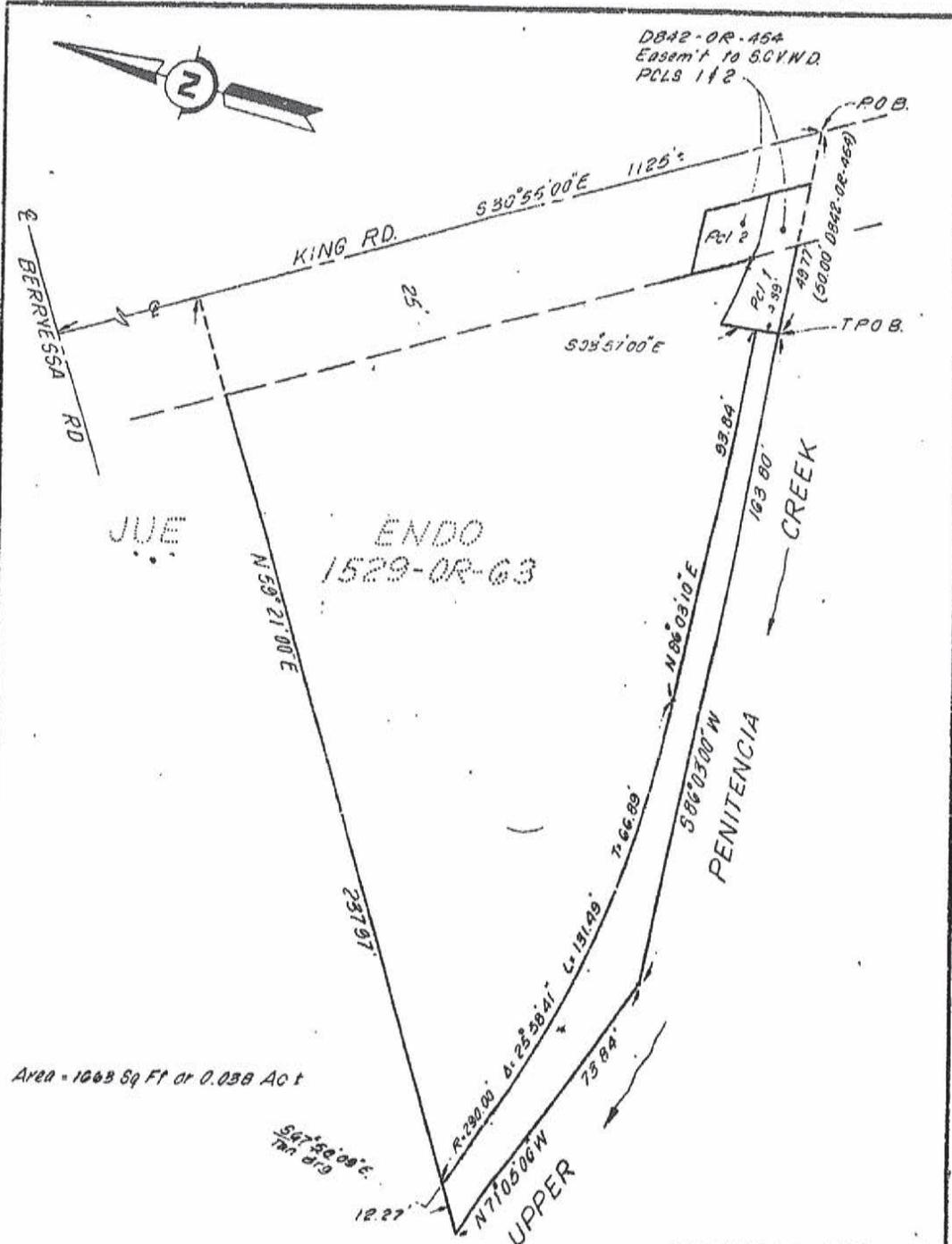
Mitsuhiko Endo (Seal)

Susan M. Baker

Name (Typed or Printed) Notary Public in and for said State

Susan M. Baker

H936 PAGE 468



REV.	APPR.	DATE	DESCRIPTION
1			
2			
3			

PROJECT NO. 4052
FILE NO. 30
TITLE REPORT NO.

SCALE 1" = 50'

DRAWN B Tucker
DATE 6-15-88

SCVWD

H936

Handout 4.5-A
11/25/2025

Recorded at the request of:
Fidelity National Title #10-51051084Z

DOCUMENT: 22012033

Pages: 9



Fees + No Fees
Taxes
Copies
AMT PAID

When recorded return to:

**Santa Clara Valley
Transportation Authority**
Real Estate Section
3331 North First Street, Bldg. B
San Jose, CA 95134

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Fidelity National Title Ins

RDE # 010
12/20/2012
8:00 AM

Record Without Fee
Govt. Code. §6103 & §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Silicon Valley Berryessa Extension (SVBX) Project
Project Parcel No.: B3602-02
APN: 254-14-119
Santa Clara County, California

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Betty Anne Gardens, L.P.**, a California Limited Partnership, hereinafter referred to as "Grantor," grants to the **Santa Clara Valley Transportation Authority**, its assigns and successors, hereinafter referred to as "Grantee," a Storm Drain Easement for water management and/or storm water drainage purposes in, upon, over, and across that certain real property, situated in the City of San Jose, County of Santa Clara, State of California, designated as "SDE" (Storm Drain Easement), and more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

The herein described easement area shall be kept clear of any type of building, fences, structure, pavement, or trees unless prior written approval is obtained from the Santa Clara Valley Water District (the "District"). The Easement shall include the right to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of said channel, protections works, and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control or storm drainage purposes.

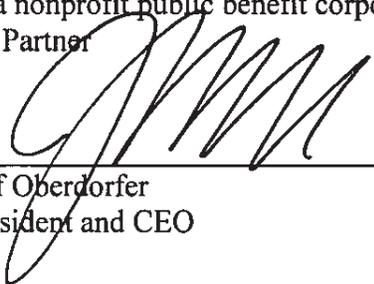
Grantee shall assume sole responsibility for any Hazardous Materials or other contamination on the easement area. This grant is made subject to the condition that Grantee shall indemnify, defend and hold Grantor harmless from all costs, losses, claims and liabilities arising out of or in connection with: (a) the physical condition of the easement area as of the date of the grant, including, without limitation, those related to Hazardous Materials or contamination; and (b) Grantee's use of the easement area.

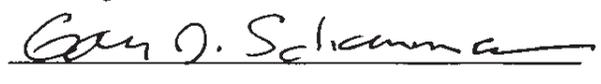
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 12th day of December, 2011.

BETTY ANNE GARDENS, L.P.,
a California Limited Partnership

By: First Community Housing,
a California nonprofit public benefit corporation,
its General Partner

By: 
Name: Jeff Oberdorfer
Title: President and CEO

By: 
Print Name: Gary J. Schoenhauer
Title: Chairman

ACKNOWLEDGMENT

State of California
County of Santa Clara)

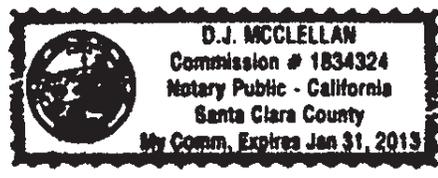
On December 15, 2011 before me, D.J. McClellan, Notary Public
(insert name and title of the officer)

personally appeared Gary Schoennauer,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Santa Clara)

On 12 Dec. 2011 before me, D.J. McClellan, Notary Public
(Date) (Name & Title of Officer)

personally appeared Jeff Oberdorfer
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

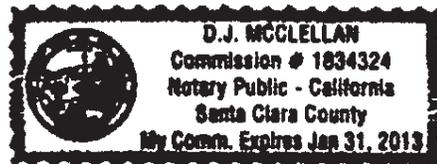
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

(SEAL)



Silicon Valley Berryessa Extension (SVBX) Project
Parcel No.: B3602-02
Grantor: Betty Anne Gardens, L.P.
Deed Type: Storm Drain Easement Deed

CERTIFICATE OF ACCEPTANCE
(Govt. Code, Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the Santa Clara Valley Transportation Authority (VTA), State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clara Valley Transportation Authority, in accordance with Section 5-3 of the Administrative Code of the Authority adopted December 20, 1994, and the Grantee consents to recordation thereof by its duly authorized officer.

Executed this 20th day of December, 2011.

By:  for _____
Michael T. Burns, General Manager
Santa Clara Valley Transportation Authority

Exhibit "A"Parcel B3602-02
6/27/2011
SDE**LEGAL DESCRIPTION
APN 254-14-119**

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of a parcel of land described as Parcel One in that certain Corporation Grant Deed to Betty Anne Gardens, L.P. recorded April 2, 2002 as Document No. 16190310, Santa Clara County Records, more particularly described as follows:

BEGINNING at a point on the northwesterly line of said Parcel One (Doc. No. 16190310), said point being North 59°55'03" East 35.22 feet of the most westerly corner of said Parcel One, and said point being the northeasterly corner of a parcel of land described as Parcel 2 in that certain Basement Deed to Santa Clara Valley Water District (SCVWD) recorded August 11, 1983 as Document No. 7778992, Santa Clara County Records; thence along said northwesterly line

1. North 59°55'03" East, a distance of 13.32 feet; thence leaving said northwesterly line
2. South 25°37'31" East, a distance of 274.37 feet to the point of a tangent curve to the left, having a radius of 231.00 feet; thence southeasterly along said curve
3. through a central angle of 35°56'59", an arc distance of 144.94 feet; thence
4. South 61°34'30" East, a distance of 86.96 feet; thence
5. South 35°08'16" West, a distance of 13.34 feet to a point on the northeasterly line of a parcel of land described as Parcel 1 in said SCVWD Basement Deed (Doc. No. 7778992); thence along said northeasterly line
6. North 64°23'36" West, a distance of 61.47 feet to a point on the southwesterly line of said Parcel One (Doc. No. 16190310); thence along said southwesterly line
7. North 56°11'47" West, a distance of 6.84 feet; thence continuing along said southwesterly line
8. North 65°24'47" West, a distance of 33.90 feet to the most southerly corner of said SCVWD Parcel 2 (Doc. No. 7778992), being the point of a non-tangent curve to the right, having a radius of 219.99 feet, the radius point bearing North 30°37'03" East; thence northwesterly along said curve and along the easterly line of said Parcel 2
9. Through a central angle of 34°34'57", an arc distance of 132.78 feet; thence continuing along said easterly line
10. North 24°48'00" West, a distance of 280.61 feet to the **POINT OF BEGINNING**.

Containing 8,274 square feet more or less.

Parcel B3602-02
6/27/2011
SDE

A Plat Map is attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone 3, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

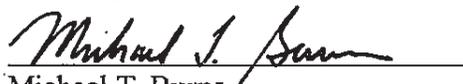
John W. Pettley
John W. Pettley, PLS 6202
My License Expires on 3/31/2012



DELEGATION OF AUTHORITY

Pursuant to Sec. 1-6 of the Santa Clara Valley Transportation Authority Administrative Code adopted December 20, 1994, I hereby delegate to Bijal Patel, VTA Deputy Director Property Development & Management, the authority to execute any lease documents, purchase and sale agreements and letters of acceptance regarding real property acquisition, permits to enter, possession, use agreements and other related real estate activity within your authority for the SVBX Project, as authorized by action of the Board of Directors on November 4, 2010, effective on the date below.

Dated: 11/8/11


Michael T. Burns
General Manager

EXHIBIT

C



9015. Upper Penitencia Ck at King Rd.

Coyote Creek Watershed



9014

9017

WebCams update at least twice a day, and more frequent as creek water height (stage) rises and recedes during storm events. Scroll down for past available images.



2025-02-13 09:00:00 PST

Help

Photo Range

Time Range Selection

Start
02/13/2025 06:00 AM

End
02/13/2025 04:00 PM

View

Selection is limited current water year (October 2024 to October 2025)

Time Lapse Selection

40 images found



Play timelapse of available images

Tools

Magnifier

Image Filters

Available Images >



9015. Upper Penitencia Ck at King Rd.

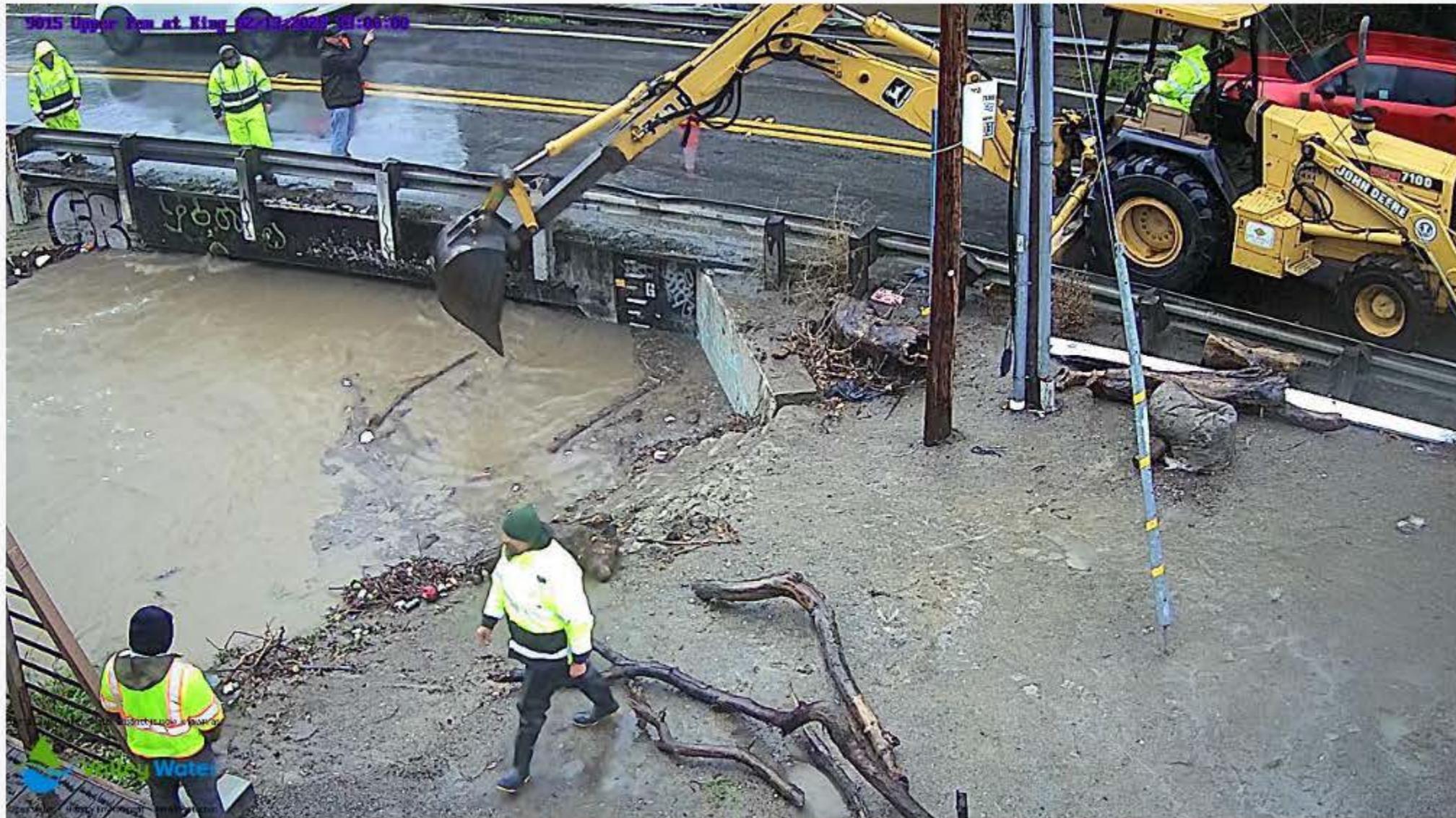
Coyote Creek Watershed



9014

9017

WebCams update at least twice a day, and more frequent as creek water height (stage) rises and recedes during storm events.
Scroll down for past available images.



2025-02-13 13:00:00 PST

Help

Photo Range

Time Range Selection ▾

Start

02/13/2025

06:00 AM

End

02/13/2025

04:00 PM

View

Selection is limited current water year
(October 2024 to October 2025)

Time Lapse Selection

40 images found



Play timelapse of available images

Tools

Magnifier



Image Filters



Available Images





Santa Clara Valley Water District

File No.: 25-1014

Agenda Date: 11/25/2025
Item No.: *4.6.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Accept the CEO Bulletin for the Weeks of November 7 - 20, 2025.

RECOMMENDATION:

Accept the CEO Bulletin.

SUMMARY:

The CEO Bulletin is a weekly communication to the Board of Directors for the CEO, assuring compliance with Executive Limitations Policy EL-7: The BAOs inform and support the Board in its work. Further, a BAO shall inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established, and report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

CEO Bulletins are produced and distributed to the Board weekly as informational items, and then placed on the bimonthly, regular Board meeting agendas to allow opportunity for Board discussion on any of the matters contained therein.

ENVIRONMENTAL JUSTICE IMPACT:

The CEO Bulletin is not subject to environmental justice analysis.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

File No.: 25-1014

Agenda Date: 11/25/2025
Item No.: *4.6.

ATTACHMENTS:

Attachment 1: 11202025 CEO Bulletin

UNCLASSIFIED MANAGER:

Melanie Richardson, 408-630-2017



To: Board of Directors
From: Melanie Richardson, Interim CEO

Weeks of November 7, 2025 – November 20, 2025

Board Executive Limitation Policy EL-7:

The Board Appointed Officers shall inform and support the Board in its work. Further, a BAO shall 1) inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established and 2) report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

Item	IN THIS ISSUE
<u>1</u>	Safe, Clean Water Refill Station Grant Cancellation: Santa Clara County Office of Education’s Educare California Silicon Valley Project
<u>2</u>	Safe, Clean Water Standard Grant Closeout: Saved By Nature’s Headwaters to the Bay Project
<u>3</u>	Safe, Clean Water Standard Grant Closeout: West Valley Clean Water Program Authority’s School Site Stormwater Quality Leadership Program Project
<u>4</u>	Valley Water Hosts Successful “Meet the Primes” Procurement Event
<u>5</u>	Winter Preparedness Workshop for External Agencies

1. Safe, Clean Water Refill Station Grant Cancellation: Santa Clara County Office of Education’s Educare California Silicon Valley Project

In Fiscal Year (FY) 2025, Valley Water awarded the Santa Clara County Office of Education (SCCOE) a \$5,000 Safe, Clean Water Program F9 Refill Station Grant at Educare California Silicon Valley (Project). Santa Clara County Office of Education is a local educational agency committed to serving, inspiring, and promoting student and public-school access. The Project intended to install a new refill station component to an existing water fountain in the facility’s central atrium. The station would have supported the Santee community in East San José, as well as families within Silicon Valley during the SCCOE’s hosting of its early learning center, training facilities, and public events.

The agreement with SCCOE was executed on February 14, 2025. However, in June 2025, the Project site location permanently closed, preventing SCCOE from completing the Project and fulfilling the objectives outlined in the grant agreement. On August 15, 2025, SCCOE formally requested cancellation of the agreement. Following the cancellation, SCCOE returned the first payment to Valley Water, and the unused funds will be made available for future applications.

For further information, please contact Rachael Gibson at (408) 630-2884.

2. Safe, Clean Water Standard Grant Closeout: Saved By Nature’s Headwaters to the Bay Project

In FY 2022, Valley Water awarded Saved By Nature a \$84,001.58 Safe, Clean Water Program F9 Standard Grant for their Headwaters to the Bay Project (Project). Saved By Nature completed the Project in March 2025 and submitted the final invoice items in June 2025, allowing for grant closeout.

Saved By Nature is a 501(c)(3) non-profit organization dedicated to connecting people to the outdoors through free and culturally relevant environmental education programs. The Project fostered watershed stewardship across Santa Clara County through 12 guided interpretive hikes and six river and creek beautifications. Activities emphasized “Leave No Trace” principles, climate change adaptation, and watershed education developed to align with Next Generation Science Standards. The Project provided outreach, equipment, materials, and staff support to provide free outdoor education programs to disadvantaged communities in Santa Clara County.

Key Outcomes:

- 300 participants engaged in 12 interpretive hikes, exceeding the original goal of 240 participants.
- Recruited 97 participants for six river cleanups and beautifications, contributing 180 volunteer hours in total and removed 1,470 pounds of litter.
- Completed six community outreach events, distributing 200 reusable water bottles, 150 educational guides, and 50 trail maps.

For further information, please contact Rachael Gibson at (408) 630-2884.

3. Safe, Clean Water Standard Grant Closeout: West Valley Clean Water Program Authority’s School Site Stormwater Quality Leadership Program Project

In FY 2023, Valley Water awarded West Valley Clean Water Program Authority, now known as West Valley Stormwater Authority (WVSA), a \$44,000 Safe, Clean Water Program F9 Standard Grant for their School Site Stormwater Quality Leadership Program (Project). WVSA completed the Project on June 30, 2025 and submitted the final invoice items in August 2025, allowing for grant closeout.

WVSA is a public agency that serves the cities of Campbell, Monte Sereno, and Saratoga, and the Town of Los Gatos with the mission to provide collaborative stormwater management and pollution prevention efforts to meet water quality objectives and improve water quality. The Project was implemented at Louise Van Meter Elementary in Los Gatos and Rolling Hills Middle School in Los Gatos, where students studied stormwater pollution on their campuses by conducting visual storm drain inspections and learning about local watersheds and pollutants. The rain samples collected were analyzed and used to implement best management practices (BMPs) on their campuses to reduce pollutant runoff. Building on applied learning, students developed and completed School Site Stormwater Pollution Prevention Plans (SWPPPs) to reduce pollutants from flowing off their campus tailored to their school site. Students then presented their findings to families, peers, and local decision-makers, connecting classroom learning to real stormwater management activities.

To sustain the Project beyond the grant term, teachers received materials and training to ensure that students could continue stormwater and watershed education. Students also participated in two career pathways presentations led by professionals from the California Stormwater Quality Association (CASQA), gaining exposure to environmental careers and earning internship credit for college and scholarship applications.

Key Outcomes:

- Implemented the Project at Louise Van Meter Elementary and Rolling Hills Middle School, engaging 360
- students and five teachers in stormwater education.
- Conducted 10 storm drain inspections and analyzed 10 certified stormwater lab samples.
- Designed and implemented best management practices and developed two School Site Stormwater Pollution
- Prevention Plans (SWPPPs).
- Delivered two student presentations to school communities.
 - Attendees included Director Beall and City of Campbell councilmembers.

For further information, please contact Rachael Gibson at (408) 630-2884.

4. Valley Water Hosts Successful “Meet the Primes” Procurement Event

On October 30, 2025, Valley Water hosted its Procurement “Meet the Primes” event in its Water Quality Lab parking lot. The two-hour event brought together more than 100 businesses, including prime consultants and contractors, sub-consultants, sub-contractors, and suppliers. The purpose of the event was to create a direct connection between small and diverse types of businesses and Valley Water, while also promoting collaboration among vendors. This initiative supports Valley Water's ongoing commitment to expanding access to contracting and to strengthening the vendor community that supports our projects and programs.

Twenty prime firms hosted dedicated booths to share information about upcoming opportunities and potential partnerships. Valley Water's Procurement staff engaged vendors throughout the event, providing guidance on upcoming solicitations, qualification requirements, and procurement procedures.

Valley Water targeted outreach to attract small and diverse types of businesses aligned with the agency's upcoming procurement pipeline and staff ensured smooth event logistics, managed registration and vendor introductions, and provided technical assistance to firms seeking to register on PlanetBids.

Feedback from participants was overwhelmingly positive, with many praising the opportunity to meet directly with prime contractors and Valley Water staff. Vendors expressed appreciation for the transparency and accessibility of information shared during the event and indicated strong interest in future engagement opportunities.

The event strengthened Valley Water's vendor base by expanding relationships with qualified small businesses and primes, contributing to a more competitive marketplace. It also advanced the agency's Small Business Enterprise policy objectives and reinforced Valley Water's leadership in fostering local business growth and interagency collaboration.

For more information, please contact Tony Ndah at (408) 630-2208.

5. Winter Preparedness Workshop for External Agencies

On October 30, 2025, Valley Water's Office of Emergency Services (OES) hosted its annual Winter Preparedness Workshop for local agencies including the County of Santa Clara, City of San Jose, City of Palo Alto, City of Milpitas, City of Morgan Hill and many others. The purpose of the workshop is to inform agency partners of Valley Water preparedness efforts for the Winter season. Vice Chair Richard Santos provided opening comments, and Cindy Martinez, Senior Management Analyst for Office of Emergency Services, hosted the workshop.

The Winter Preparedness Workshop was conducted as a hybrid event. Approximately half of attendees participated in person, and the other half joined by Zoom. The workshop had over 70 participants that included representatives from the following Valley Water partner agencies:

- City of Cupertino
- City of Gilroy
- City of Milpitas
- City of Morgan Hill
- City of Mountain View
- City of Palo Alto
- City of San Jose
- City of Santa Clara
- City of Sunnyvale
- County of Santa Clara
- Los Altos Hills County Fire Department
- NASA
- National Weather Service
- Red Cross
- San Francisquito Creek Joint Powers Authority
- San Jose Water Company

Valley Water presentations delivered during the workshop included Emergency Services, Public Information, Reservoir Operations, Watersheds Field Operations, Hydrology & Hydraulics Support, Sandbag Operations, and Drones in Flood Operations. External presentations were also provided regarding Regional Coordination & Resource Support from Santa Clara County Office of Emergency Management, and the Winter Outlook with the National Weather Service. This workshop is a critical annual event in preparation of the Winter season as Valley Water continues to coordinate and communicate with its partner agencies.

For further information, please contact Alexander Gordon at (408) 630-2637.



Santa Clara Valley Water District

File No.: 25-1003

Agenda Date: 11/25/2025

Item No.: *4.7

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approval of Minutes.

RECOMMENDATION:

Approve the minutes.

SUMMARY:

Pursuant to the Ralph M. Brown Act, a summary of discussions and a record of all actions taken during open and public meetings of the Santa Clara Valley Water District (Valley Water) Board of Directors are transcribed and submitted to the Board for review and formal approval.

Upon approval by the Board, the meeting minutes are finalized and incorporated into Valley Water's official archival records, serving as the authoritative historical record of the Board of Directors' proceedings.

ENVIRONMENTAL JUSTICE IMPACT:

The approval of minutes is not subject to environmental justice analysis.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: 10/14/2025 Meeting Minutes

File No.: 25-1003

Agenda Date: 11/25/2025
Item No.: *4.7

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193



BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, OCTOBER 14, 2025
11:00 AM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER/ROLL CALL:

A Closed Session and Regular Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors was called to order at 11:00 a.m. in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, and by Zoom teleconference.

1.1. Roll Call.

Board members in attendance were Shiloh Ballard, Jim Beall, Nai Hsueh, Richard P. Santos, John L. Varela, and Tony Estremera, Chairperson presiding, constituting a quorum of the Board. Director Rebecca Eisenberg arrived as noted below.

Staff members in attendance were Melanie Richardson, Interim Chief Executive Officer; Carlos Orellana, District Counsel; Candice Kwok-Smith, Clerk, Board of Directors; A. Baker, M. Bilski, J. Bourgeois, R. Chan, J. Codianne, A Garcia, R. Gibson, A. Gschwind, C. Hakes, A. Lee, M. Lugo, L. Mason, R. McCarter, P. McElroy, T. Ndah, L. Penilla, D. Rocha, R. Ruiz, K. Struve, D. Taylor, B. Yerrapotu, and T. Yoke.

2. 11:00 AM - CLOSED SESSION:

Chairperson Estremera confirmed that the Board would adjourn to Closed Session to consider Items 2.1, 2.2, and 2.3, and confirmed that Items 2.4 and 2.5 would be considered after Item 13.1.

2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION
Pursuant to paragraph (4) of subdivision (d) of Section 54956.9
One potential case

Director Rebecca Eisenberg arrived.

2.2. CLOSED SESSION
CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6(a)
Agency Designated Representatives: M. Richardson, T. Yoke, P. McElroy,

A. Lee, E. Meeks, J. Carlos Orellana, L. Mason, E. Kreisberg
Employee Organizations: Employees Association, Engineers Society,
Professional Managers Association, Unrepresented Employees: All Valley Water
Unclassified Positions

- 2.3. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Amanda Aguirre, et al. v. Santa Clara Valley Water District
Santa Clara County Superior Court Case No. 23CV415312

Upon return from Closed Session, the same Board members, including Director Eisenberg and staff, were present.

Items 2.4 and 2.5 were deferred for discussion later in the meeting.

- 2.6. District Counsel Report on Closed Session.

Carlos Orellana, District Counsel, reported that in regard to Item 2.1, the Board met in Closed Session with all members participating, excluding Director Eisenberg, and took no reportable action; in regard to Item 2.2 and 2.3, the Board met in Closed Session with all members participating, including Director Eisenberg, and took no reportable action.

3. 1:00 PM - TIME CERTAIN:

- 3.1. Pledge of Allegiance/National Anthem.

Director Ballard led all present in reciting the Pledge of Allegiance.

- 3.2. Orders of the Day.

Chairperson Estremera confirmed that Item 3.4 would be deferred to a future meeting.

Chairperson Estremera read the Board Meeting Decorum document into the record, which provides guidelines for respectful and professional conduct during the board meeting.

Move to Approve: Richard Santos
Second: Shiloh Ballard
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg,
Tony Estremera, Richard Santos, John L. Varela,
Nai Hsueh
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

3.3. Time Open for Public Comment on any Item not on the Agenda.

Chairperson Estremera declared time open for public comment on any Item not on the agenda. No one was present who wished to speak.

3.4. Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from San Jose Unified School District, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APNs 472-33-007 and 472-33-010, Real Estate File No. 4021-354 and 4021-467 (San Jose, District 2).

- Recommendation:
- A. Open and conduct a Public Hearing to consider adoption of a Resolution of Necessity relating to the acquisition of real property interests from San Jose Unified School District, necessary to complete the Coyote Creek Flood Protection Project, Project No. 26174043;
 - B. Close the Public Hearing; and
 - C. Adopt the Resolution of Necessity DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

Chairperson Estremera confirmed that Item 3.4 was deferred to a future Board meeting and proceeded to Item 3.5.

3.5. Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from Robert Clanton, Mildred Peck, Nadine Ironberg, Lani Ironberg, Keven Peck, Pattie Antalek, and Wessley Clanton, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APN 472-12-001, Real Estate File No. 4021-373 (San Jose, District 6).

- Recommendation:
- A. Open and conduct the Public Hearing to consider adoption of a Resolution of Necessity relating to the acquisition of real property interests from Robert Clanton, Mildred Peck, Nadine Ironberg, Lani Ironberg, Keven Peck, Pattie Antalek, and Wessley Clanton, necessary to complete the Coyote Creek Flood Protection Project, Project No. 26174043;
 - B. Close the Public Hearing; and
 - C. Adopt the Resolution of Necessity DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

Madhu Thummaluru, Capital Engineering Manager, reviewed the information on this Item, per the attached Board Agenda Memo and per the information contained in Attachment 3.

Chairperson Estremera declared time open for public comments and, seeing no one present who wished to speak, called for a motion to close the Public Hearing.

Motion: Close the Public Hearing.

Move to Approve: Richard Santos
Second: John L. Varela
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

Motion: Adopt Resolution of Necessity No. 2025-61, DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

Move to Adopt: Richard Santos
Second: Nai Hsueh
Yeas: Shiloh Ballard, Jim Beall, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays: None
Abstains: Rebecca Eisenberg
Recuses: None
Absent: None
Summary: 6 Yeas; 0 Nays; 1 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

3.6. Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property from an Unknown Owner(s), Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, Real Estate File No. 4021-527 (San Jose, District 2).

Recommendation: A. Open and conduct the Public Hearing to consider adoption of a Resolution of Necessity relating to the acquisition of real property from an unknown owner(s), necessary to complete the Coyote Creek Flood Protection Project, Project No. 26174043;
B. Close the Public Hearing; and

- C. Adopt the Resolution of Necessity DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

Madhu Thummaluru, Capital Engineering Manager, reviewed the information on this Item, per the attached Board Agenda Memo and per the information contained in Attachment 3.

Chairperson Estremera declared time open for public comments and, seeing no one present who wished to speak, called for a motion to close the Public Hearing.

Motion: Close the Public Hearing.

Move to Approve: Richard Santos
Second: John L. Varela
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

Motion: Adopt the Resolution of Necessity No. 2025-62, DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

Move to Adopt: Richard Santos
Second: Nai Hsueh
Yeas: Shiloh Ballard, Jim Beall, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays: Rebecca Eisenberg
Abstains: None
Recuses: None
Absent: None
Summary: 6 Yeas; 1 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - 4.6)

Chairperson Estremera removed Item 4.1 from the Consent Calendar for individual consideration, and the Board considered Consent Calendar Items 4.2 through 4.6 under one motion.

- 4.2. Approve Appointments for Two-Year Terms to the Environmental and Water Resources Committee.

Recommendation: Consider and approve appointments for two-year terms to the Environmental and Water Resources Committee.

- 4.3. Approve the Board of Directors' Quarterly Expense Report for the Quarter Ending March 31, 2025.

Recommendation: A. Review the Board of Directors' Quarterly Expense Report for the quarter ending March 31, 2025; and
B. Approve the Report if the reimbursements comply with Board Policy.

- 4.4. Approve the Continuation of Health Benefits for Formerly Elected Board Members Via Self-Pay Option.

Recommendation: Approve the continuation of health benefits for formerly elected Board Members via self-pay option.

- 4.5. Receive the Audit Report of the Water Utility Enterprise Funds for the Fiscal Year Ended June 30, 2024.

Recommendation: Receive the audit report of the Water Utility Enterprise funds for the Fiscal Year ended June 30, 2024.

- 4.6. Accept the CEO Bulletin for the Weeks of September 19 through October 9, 2025.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 4.2 through 4.6, under one motion, as follows: approve appointments for two-year terms to the Environmental and Water Resources Committee, as contained in Item 4.2; approve the Board of Directors' Quarterly Expense Report for the quarter ending March 31, 2025, as contained in Item 4.3; approve the continuation of health benefits for formerly elected Board Members via self-pay option, as contained in Item 4.4; receive the audit report of the Water Utility Enterprise funds for the Fiscal Year ended June 30, 2024; as contained in Item 4.5; and accept the CEO Bulletin for the Weeks of September 19 through October 9, 2025, as contained in Item 4.6.

Move to Approve: Richard Santos

Second: Nai Hsueh

Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg,
Tony Estremera, Richard Santos, John L. Varela,
Nai Hsueh
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Chairperson Estremera moved the agenda to Item 4.1.

- 4.1. Adopt a Resolution Recognizing October 20, 2025, as Diwali, Acknowledging the Cultural Significance of this Observance to Many Around the World and in Particular the South Asian Diaspora.

Recommendation: Adopt the Resolution RECOGNIZING OCTOBER 20, 2025, AS DIWALI, ACKNOWLEDGING THE CULTURAL SIGNIFICANCE OF THIS OBSERVANCE TO MANY AROUND THE WORLD AND IN PARTICULAR THE SOUTH ASIAN DIASPORA.

Bhavani Yerrapotu, Deputy Operating Officer, Santa Clara Valley Water District, expressed gratitude to the Board for their commitment to inclusion.

Prachi Tara, Indo-American Association Employee Resource Group President, Santa Clara Valley Water District, expressed gratitude to the Board for formally recognizing Diwali.

Saraswathy Jothivelu, Program Officer, Santa Clara Valley Water District, expressed gratitude to Valley Water Leadership for continued support of diversity in the workplace and community.

Motion: Adopt Resolution No. 2025-63, RECOGNIZING OCTOBER 20, 2025, AS DIWALI, ACKNOWLEDGING THE CULTURAL SIGNIFICANCE OF THIS OBSERVANCE TO MANY AROUND THE WORLD AND IN PARTICULAR THE SOUTH ASIAN DIASPORA.

Move to Adopt: Richard Santos
Second: John L. Varela
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg,
Tony Estremera, Richard Santos, John L. Varela,
Nai Hsueh
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

Chairperson Estremera returned the agenda to Item 5.1.

5. BOARD OF DIRECTORS:

- 5.1. Adopt a Resolution Amending the Santa Clara Valley Water District's Conflict of Interest Code.

Recommendation: Adopt the Resolution AMENDING THE SANTA CLARA VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE.

Patrice McElroy, Deputy Administrative Officer, reviewed the information on this Item per the attached Board Agenda Memo.

Motion: Adopt Resolution No. 2025-64, AMENDING THE SANTA CLARA VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE.

Move to Adopt: Richard Santos

Second: John L. Varela

Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh

Nays: None

Abstains: None

Recuses: None

Absent: None

Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

- 5.2. Receive an Overview of the Annual Capital Improvement Program Development Process and the Integrated Financial Planning Schedule.

Recommendation: A. Receive an overview of the annual Capital Improvement Program development process;
B. Review the integrated financial planning schedule; and
C. Provide feedback as necessary.

Jessica Collins, Business Planning and Analysis Manager, reviewed the information on this Item, per the attached Board Agenda Memo and per the information contained in Attachment 1.

The Board noted the information without formal action.

- 5.3. Complaint Against a Board Member.

Chairperson Estremera transferred facilitation of the meeting to Vice Chair Santos.

Senior Assistant District Counsel Linda Mason represented District Counsel Carlos Orellana for this item.

Recommendation: Pursuant to GP-6.5.7.1, consider the request of Vice Chair Santos to form an Ethics and Conduct Ad Hoc Committee to timely address a complaint against a Board Member.

Vice Chair Santos reviewed the information on this Item per the attached Board Agenda Memo.

Peter Van Dyke, of undisclosed affiliation, expressed support for the First Amendment and concern regarding with what he characterized as the punitive censure of Directors.

Deborah Goldeen, Palo Alto resident, expressed frustration with what she perceives as offenses to democracy.

Motion: Approve the formation of an Ethics Ad Hoc Committee and to appoint Vice Chair Santos and Director Hsueh as committee members.

Move to Approve: John L. Varela
Second: Nai Hsueh
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Richard Santos, John L. Varela, Nai Hsueh
Nays: None
Abstains: Tony Estremera
Recuses: None
Absent: None
Summary: 6 Yeas; 0 Nays; 1 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

Following the Board’s action, Chairperson Estremera resumed facilitation of the meeting.

Following the Board’s action, District Counsel Orellana resumed his duties.

5.4. Board Committee Reports.

The Board reviewed the information of the July 21, 2025, Environmental Water Resources Committee; August 18, 2025, Capital Improvement Program Committee; August 20, 2025, Youth Commission; and the October 15, 2025, Board Audit Committee meeting summaries and agendas contained in Handouts 5.4-A through 5.4-D, respectively, and noted the information without formal action.

Copies of the Handouts were distributed to the Board and made available to the public.

6. WATER UTILITY ENTERPRISE:

None.

7. WATERSHEDS:

None.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

- 8.1. Approve Amendment No. 1 to Agreement No. A5019A with Rincon Consultants, Inc., for Environmental Planning and Regulatory Permitting Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, Increasing the Not-to-Exceed Fee by \$3,600,000 for a Revised Total Not-to-Exceed Fee of \$5,135,000 and Extending the Agreement Term to December 31, 2028 (Morgan Hill, District 1).

Recommendation: Approve Amendment No. 1 to Agreement No. A5019A with Rincon Consultants, Inc., for environmental planning and regulatory permitting services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, increasing the not-to-exceed fee by \$3,600,000 for a revised total not-to-exceed fee of \$5,135,000, and extending the Agreement term to December 31, 2028.

Ryan McCarter, Deputy Operating Officer, reviewed the information on this Item, per the attached Board Agenda Memo.

Move to Approve: Richard Santos
Second: John L. Varela
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg,
Tony Estremera, Richard Santos, John L. Varela,
Nai Hsueh
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

- 8.2. Authorize the Interim Chief Executive Officer to Negotiate and Execute a Non-Competitive Single Source Agreement for a Ninth Part 12D Independent Consultant's Safety Inspection Report of Anderson Dam, from Geosyntec Consultants, Inc., for a Not-to-Exceed Amount of \$825,000, for the Dam Safety Program, Project No. 91081007 (Morgan Hill, District 1).

Recommendation: Authorize the Interim Chief Executive Officer to negotiate and execute a non-competitive single source agreement for a Ninth Part 12D Independent Consultant's Safety Inspection Report of Anderson Dam, from Geosyntec Consultants, Inc., for a not-to-exceed amount of \$825,000.

Ryan McCarter, Deputy Operating Officer, reviewed the information on this Item, per the attached Board Agenda Memo.

Move to Authorize: John L. Varela
Second: Richard Santos
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg,
Tony Estremera, Richard Santos, John L. Varela,
Nai Hsueh

Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Yeas have it, and the motion passed.

8.3. Receive an Update on the Pacheco Reservoir Expansion Project Close Out, Project No. 91954002 (Santa Clara County, District 1; Merced County).

Recommendation: A. Receive an update on the Pacheco Reservoir Expansion Project close out; and
B. Provide input or direction to staff regarding the close-out efforts.

Julianne O'Brien, Capital Engineering Manager, reviewed the information on this Item per the attached Board Agenda Memo.

Director Beall requested a complete report of Pacheco Project expenditures and copies of consultant agreements (Board Member Request No. R-25-0010).

The Board noted the information and took no formal action.

9. EXTERNAL AFFAIRS:

None.

10. CHIEF EXECUTIVE OFFICER:

10.1. CEO and Chiefs' Reports.

Rachael Gibson, Chief of External Affairs, reviewed the attached Office of Civic Engagement Monthly Update, identified as Handout 10.1-A and the attached Office of Government Relations Summary, identified as Handout 10.1-B, respectively herein.

Chris Hakes, Chief Operating Officer, verbally reported out on recent storm events; Tina Yoke, Chief Operating Officer, verbally reported that Valley Water placed in the top 10 of the 2025 Healthiest Employer Awards Program.

Copies of the Handouts were distributed to the Board and made available to the public.

11. ADMINISTRATION:

None.

12. DISTRICT COUNSEL:

None.

13. BOARD POLICY PLANNING CALENDAR/PROPOSED FUTURE BOARD AGENDA ITEMS:

13.1. Review the Fiscal Year 2026 Board Policy Planning Calendar.

Recommendation: Review the Fiscal Year 2026 Board Policy Planning Calendar.

None.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

Director Beall commended the Santa Clara County Fire Safe Council for its successful efforts in removing vegetation from the surrounding hills, which reduces wildfire risk and enhances groundwater recharge, water supply, and retention. Requested an update on their activities, along with those of other partner agencies, noting that the program is funded by CAL FIRE.

Director Eisenberg reported ongoing collaboration with ecological and environmental organizations.

Vice Chair Santos reported attending a Berryessa Citizens Advisory Council meeting and various meetings with staff.

Director Ballard reported limited meeting attendance due to vacation. While abroad, she participated in a delegation studying Vienna, Austria's social housing model, noting that roughly two-thirds of the city's housing is affordable and that Vienna has minimal issues with homelessness.

Director Hsueh reported attending a Capital Improvement Program (CIP), Youth Commission (YC), Landscape, Board Policy and Monitoring, and Independent Monitoring (IMC) committee meetings; and various meetings with staff.

Director Varela reported attending the Santa Clara County Farm Bureau Annual Barbeque and ACWA meetings.

Chair Estremera reported attending the aforementioned CIP meeting, a Recycled Water committee meeting, Santa Clara County Redevelopment meeting and meetings with the Interim CEO and District Counsel.

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

None.

16. ADJOURN:

Chairperson Estremera recognized Disability Employment Awareness Month; Polish-American, Italian-American, and German-American Heritage Month; Pilipino and LGBTQIAS+ History Month; and Diwali,

Chairperson Estremera confirmed that the Board would return to Closed Session to consider Items 2.4 and 2.5.

- 2.4. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
Pursuant to Govt. Code Section 54956.9(d)(1)
Santa Clara Valley Water District v. Eisenberg, Santa Clara Co. Superior Court,
No. 24CV436448
- 2.5. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION
Pursuant to Govt. Code Section 54956.9(d)(1)
One potential case

Carlos Orellana reported that in regard to Item 2.4, the Board met in Closed Session with all members participating, excluding Director Eisenberg, and took no reportable action; in regard to Item 2.5, the Board met in Closed Session with all members participating, excluding Director Eisenberg, and on a with a motion by Director Varela, seconded by Director Ballard, and a vote of 6-0, authorized District Counsel to refer Director Eisenberg to the District Attorney and Grand Jury for social media posts on and after September 23, 2025, revealing Closed Session confidential information and attorney/client communications and authorized District Counsel to disclose these actions.

Chairperson Estremera adjourned the meeting at 4:23 pm. The Board will convene for the next Closed Session and Regular meeting at 11:00 a.m. on Tuesday, October 28, 2025, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.

Candice Kwok-Smith
Clerk, Board of Directors

Approved:

Date: November 25, 2025

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Santa Clara Valley Water District

File No.: 25-0951

Agenda Date: 11/25/2025

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Consider the October 7, 2025, Board Policy and Monitoring Committee Recommendation to Adopt a Proposed Resolution Setting Forth a Revised, Increased Fee Schedule for Administering Santa Clara Valley Water District's Well Permitting and Inspections Program.

RECOMMENDATION:

Consider recommendations resulting from the October 7, 2025, Board Policy and Monitoring Committee meeting to:

- A. Adopt the Resolution ADOPTING A REVISED FEE SCHEDULE FOR ADMINISTERING SANTA CLARA VALLEY WATER DISTRICT'S WELL PERMITTING AND INSPECTIONS PROGRAM (SUPERSEDING RESOLUTION NO. 17-52).
- B. Provide feedback and recommendations to staff as necessary.

SUMMARY:

On July 25, 2017, the Board adopted Resolution 17-52 (Attachment 1) updating a prior well permit fee schedule based on staff recommendation. This fee schedule remains in effect today and, due to inflation, does not recoup Santa Clara Valley Water District's (Valley Water) cost of administering its well permitting and inspection program.

Staff has evaluated well permitting and inspection costs to ensure that Valley Water's well permit fees are based on the reasonable costs for completing our permitting and inspection work. Based on the evaluation, staff is recommending an update of the fee schedule that increases well permitting and inspection fees.

Nearly half of Santa Clara County's annual water supply is delivered by groundwater pumping. One of the ways that Valley Water aggressively protects this important natural resource is by requiring permits to drill wells and by conducting inspections of the installation and destruction of permitted wells. The primary goal of these activities is to ensure that well construction and destruction work meets the requirements of Valley Water's Standards for the Construction and Destruction of Wells and Other Deep Excavations in Santa Clara County and California Department of Water Resources' California Well Standards - Bulletin 74-90 so that wells do not inadvertently become conduits for groundwater contamination. Approximately 1,000 well permits are issued annually, and most of these

(over 90 percent) are issued for wells installed for monitoring and other non-water supply purposes.

Valley Water Well Ordinance No. 90-1, Section 5.1, requires the issuance of permits for the construction, modification, or destruction of wells in Santa Clara County. Section 6.5 of this Ordinance allows the Board to adopt well permit fees to recover Valley Water's costs required for the review of well permit applications, issuance of well permits, inspection of permitted well work, and Board hearings of permit appeals.

Valley Water's permitting charges, or fees, are subject to Article XIII C of the California Constitution (Proposition 26, passed by voters in 2010). In general, any public agency fee or charge is considered a "tax" subject to voter approval unless it falls under one or more statutory exceptions. Here, the proposed well permit and inspection fees are not taxes because Proposition 26 (Article XIII C, Section 1(e) of the California Constitution) provides an exemption for "[a] charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product," as well as for "a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits . . . and the administrative enforcement and adjudication thereof." (Cal. Const. Art. XIII C, sec. (1)(e)(2) & (3).)

The proposed well permit fees are based on the average time it takes staff to complete permit processing, to travel to and from a well site for one inspection, to complete an inspection, and to complete the necessary inspection documentation. Costs for permitting and inspections are different for each permit type due to differences in permitting complexity, time to complete inspections, and the amount of work necessary to complete inspection documentation. None of the proposed fees exceed Valley Water's reasonable costs in providing well permitting and inspection services.

To discuss some proposed revised fees more specifically, first, the current fee for permit processing, inspections and inspection documentation for exploratory borings (\$375.00) does not put a cap on the number of borings or the number of inspections completed for one permit request for an event. For example, if a permit request for the construction of a street, bridge or other construction project requires 100 exploratory borings, the \$375 fee does not come close to covering our well permitting, inspection or documentation costs for all 100 exploratory borings. Thus, the proposed fee schedule is revised to recover our costs for exploratory borings permitting and inspections, based on the number of borings required to be permitted and inspected.

Valley Water also receives approximately 10 requests in a year for weekend or holiday inspections for wells located in commercial areas to avoid disruption of access during weekdays. To recover Valley Water labor costs, the proposed fee schedule includes the fees for the weekend and holiday inspections and inspection documentation.

The current fees are based on performing one inspection for all the permit types. On several occasions, staff have performed multiple inspections if the issues are encountered in the field. The proposed fee schedule includes fees for additional inspections.

This matter was brought to the Board Policy and Monitoring Committee on October 7, 2025. At that

meeting, the Committee voted to recommend that the full Board approve a resolution adopting these increased fees or charges.

Attachment 2 shows recommended changes to the current fee schedule, based on the results of staff's cost study and comparison with Bay Area Agencies Fee Average.

The proposed Board resolution and associated Exhibit A with the updated well permit fee schedule is shown in Attachment 3.

Similar to Resolution 17-52, the proposed, updated Resolution delegates authority to the Valley Water Chief Executive Officer (CEO) to enter into agreements with other public entities for a mutual waiver of like-kind permit fees when the CEO determines that a fee waiver is in the best interest of Valley Water. Based on the number of permits typically issued to other public entities, staff estimates that these waivers will not exceed \$10,000 annually.

ENVIRONMENTAL JUSTICE IMPACT:

This action is unlikely to or will not result in disproportionate impacts on any specific communities relative to the general population.

FINANCIAL IMPACT:

Based on the number of permits issued in Fiscal Year 2025, annual revenue by well permit fees is estimated to increase by approximately \$400,000. As stated above, permit fees waived to public entities could reduce this amount by approximately \$10,000, annually. Collection of well permit fees is implemented by Wells and Water Measurement Unit staff and is recorded as revenue to Fund 61 (Water Utility).

CEQA:

The recommended action is exempt from the requirements of CEQA pursuant to the statutory exemption of Public Resources Code Section 21080(b)(8), exempting the "establishment of charges for the purpose of meeting operating expenses...."

ATTACHMENTS:

Attachment 1: SCVWD Resolution No. 17-52
Attachment 2: Current Well/Permit Fees Comparison
Attachment 3: Resolution

UNCLASSIFIED MANAGER:

Greg Williams, 408-630-2867

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 17- 52

**AN AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CLARA VALLEY WATER DISTRICT FOR THE ADOPTION OF A FEE SCHEDULE
FOR DISTRICT WELL PERMITS**

WHEREAS, the District Well Ordinance (Ordinance 90-1) was adopted by the Board of Directors on April 24, 1990.

WHEREAS, Section 5.1 of the District Well Ordinance requires a permit for the construction, modification, or destruction of wells in Santa Clara County.

WHEREAS, Section 6.5 of the District Well Ordinance allows the Board to adopt well permit fees to cover District costs required for the review of well permit applications, issuance of well permits, Board hearings of appeals, and inspection and documentation of work authorized under the ordinance.

WHEREAS, Section 1 (e) of Article XIII C of the California Constitution provides, in part,

- (e) As used in this Article, "tax" means any levy, charge, or exaction of any kind imposed by a local government, except the following:
 - (2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
 - (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

WHEREAS, the District has determined the fees specified in the fee schedule for District well permits, attached hereto as Exhibit A, reflect the reasonable costs (including employee wages, benefits, and supplies) to the District in processing permit applications, inspecting permitted work, and managing data associated with permit inspections.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District that:

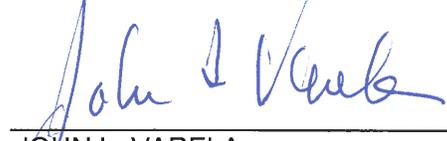
1. The Board finds that the establishment of well permit fees is statutorily exempt from review under the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21080(b)(8).
2. The Board finds that the establishment of the fees set forth in the fee schedule for District well permits attached hereto as Exhibit A "Fee Schedule", reflects the reasonable cost to the District to administer well permits and inspections.

3. The Board finds that the fees specified in the Fee Schedule are not taxes under the express provisions of Section 1 (e) (2) and (3) of Article XIII C of the California Constitution.
4. When the District Chief Executive Officer (CEO) determines that a waiver of fees specified in the Fee Schedule is in the best interests of the District, the CEO may enter into an agreement with other public entities for a mutual waiver of like-kind permit fees.
5. The Board does hereby adopt the Fee Schedule in order to provide the services to process and issue well permits and inspect permitted work.
6. The Fee Schedule will be effective September 1, 2017.
7. Resolution No. 13-24 adopted by the District on April 23, 2013 is hereby amended and restated in its entirety as set forth in this amended and restated resolution. This amended and restated resolution shall take effect on September 1, 2017.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on July 25, 2017:

AYES: Directors N. Hsueh, T. Estremera, B. Keegan, G. Kremen
L. LeZotte, R. Santos, J. Varela
NOES: Directors None
ABSENT: Directors None
ABSTAIN: Directors None

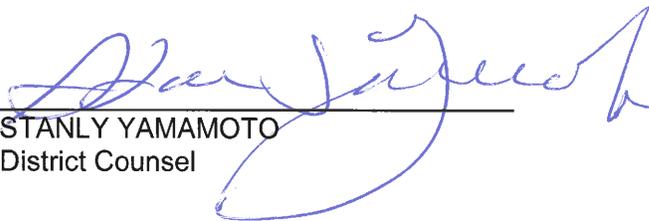
SANTA CLARA VALLEY WATER DISTRICT

By: 

JOHN L. VARELA
Chair/Board of Directors

APPROVED AS TO FORM AND LEGALITY

ATTEST: MICHELE L. KING, CMC



STANLY YAMAMOTO
District Counsel



Michele L. King
Clerk/Board of Directors

SANTA CLARA VALLEY WATER DISTRICT

**Well Permit Fee Schedule
Effective: September 1, 2017
Exhibit A of Board Resolution No. 17- 52**

Permit Type	Permit Fee	Comment
Well Construction	\$500 per well	Applied to all devices requiring a well construction permit
Well Destruction	\$410 per well	Applied to all devices requiring a well destruction permit
Well Reconstruction	\$230 per well	Applied to all events requiring a well reconstruction permit
Closed Loop Geothermal Heat Exchange Well System	See Below	Based on number of wells in proposed system ¹
Exploratory Boring	\$375 per site/event	Applied per site, per continuous event
Standby Well Permit	\$375 initial \$275 extension	For all new standby permits and permit extensions (permit void after two years)
Permit Fee Refund	70% of permit fee	

Closed Loop Geothermal Heat Exchange Well Permit Fee Schedule¹

Number of Wells in Proposed System	Permit Fee
1 to 5	\$700
6 to 10	\$930
11 to 20	\$1,300
21 to 50	\$2,125
51 to 100	\$2,800
101 to 200	\$5,625
201 to 300	\$8,435
More than 300	\$11,250

1 – Open loop geothermal heat exchange wells are permitted and regulated as water supply wells. One Well Construction Permit is required for each well installed.

**Comparison of Current Well Permit/Inspection Fees
with those Proposed for Use Beginning in FY2026**

Permit Type	Current Fee	Proposed Fee	Bay Area Agencies Average fee
Well Construction	\$500 per well	\$1000 per well	\$1047.46
Well Destruction	\$410 per well	\$885 per well	\$799.92
Well Reconstruction	\$230 per well	\$550 per well	\$814.75
Closed Loop Geothermal Heat Exchange Well System	See Below	See Below	\$1207.64 per GHEW
Exploratory Boring ¹	\$375 per site/event	\$475 up to 5 borings +\$85 per each additional boring	Varied approach with different agencies.
Standby Well Permit	\$375 initial \$275 extension	\$495 initial \$395 extension	N/A
Permit Fee Refund	70% of permit fee after permit issuance	70% of permit fee after permit issuance	No refunds after permit issuance
Additional Weekday Inspection Surcharge	N/A	\$600 construction/destruction \$400 reconstruction	\$251.60 per hour
Weekend Inspection Surcharge	N/A	\$3,300 construction/destruction \$2,260 reconstruction	\$251.60 per hour
Holiday Inspection Surcharge	N/A	\$1200 construction/destruction \$800 reconstruction	N/A

Closed Loop Geothermal Heat Exchange Well Permit Fee Schedule²

Number of Wells in Proposed System	Current Fee	Proposed Fee
1 to 5	\$700	\$1,765
6 to 10	\$930	\$3,235
11 to 20	\$1,300	\$4,710
21 to 50	\$2,125	\$6,180
51 to 100	\$2,800	\$7,655
101 to 200	\$5,625	\$10,110
201 to 300	\$8,435	\$12,560
More than 300 ³	\$11,250	\$15,015

Notes:

1. Exploratory Borings – For borings proposed on multiple assessor parcels, a separate boring permit is required for each assessor parcel number.
2. The fees apply to both construction and destruction of Geothermal Heat Exchange Wells
3. If the number of Closed Loop Geothermal Heat Exchange Wells exceeds 30 inspections, Valley Water would bill additional Geothermal Heat Exchange Wells at a rate of \$780 per inspection day.

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**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 2025-

**ADOPTING A REVISED FEE SCHEDULE FOR ADMINISTERING
SANTA CLARA VALLEY WATER DISTRICT'S WELL PERMITTING AND
INSPECTIONS PROGRAM (SUPERSEDING RESOLUTION NO. 17-52)**

WHEREAS, the Valley Water Well Ordinance (Ordinance 90-1) was adopted by the Board of Directors on April 24, 1990; and

WHEREAS, Section 5.1 of the Valley Water Well Ordinance requires a permit for the construction, modification, or destruction of wells in Santa Clara County; and

WHEREAS, Section 6.5 of the Valley Water Well Ordinance allows the Board to adopt well permit fees to cover Valley Water costs required for the review of well permit applications, issuance of well permits, Board hearings of appeals, and inspection and documentation of work authorized under the ordinance; and

WHEREAS, Section 1 (e) of Article XIII C of the California Constitution provides, in relevant part,

- (e) As used in this article, "tax" means any levy, charge, or exaction of any kind imposed by a local government, except the following:
 - (1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
 - (2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
 - (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; and

WHEREAS, Valley Water has determined that the fees specified in the attached fee schedule for Valley Water well permits, Exhibit A, reflect the reasonable costs (including employee wages, benefits, and supplies) to Valley Water in processing permit applications, inspecting permitted work, and managing data associated with permit inspections; and

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District that:

Adopting a Revised Fee Schedule for Administering Santa Clara Valley Water District's Well Permitting and Inspections Program (Superseding Resolution No. 17-52) Resolution No. 2025-

1. The Board finds that the establishment of well permit fees is statutorily exempt from review under the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21080(b)(8).
2. The Board finds that the establishment of the well permitting and inspection fees set forth in attached Exhibit A ("Fee Schedule"), reflect the reasonable cost to Valley Water to administer its well permitting activities and do not exceed such costs.
3. The Board finds that the fees specified in the Fee Schedule are not taxes under the express provisions of Section 1(e), subsections (1), (2), and/or (3), of Article XIII C of the California Constitution.
4. The Board does hereby adopt the Fee Schedule in order to provide the services to process and issue well permits and inspect permitted work.
5. This Resolution shall take effect on January 1, 2026, and the Fee Schedule will become effective January 1, 2026.
6. Resolution No. 17-52, adopted by Valley Water on July 25, 2017, is superseded in its entirety effective December 31, 2025.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on November 25, 2025:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMER
Chair, Board of Directors

ATTEST:

CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A COVERSHEET

SANTA CLARA VALLEY WATER DISTRICT WELL PERMIT FEE SCHEDULE

No. of Pages: 1

Exhibit Attachments: None

SANTA CLARA VALLEY WATER DISTRICT

Well Permit Fee Schedule

Effective: January 1, 2026

Exhibit A of Board Resolution No. 2025-

Permit Type	Permit Fee	Comment
Well Construction	\$1000 per well	Applied to all devices requiring a well construction permit
Well Destruction	\$885 per well	Applied to all devices requiring a well destruction permit
Well Reconstruction	\$550 per well	Applied to all events requiring a well reconstruction permit
Closed Loop Geothermal Heat Exchange Well System	See Below	Based on number of wells in proposed system ¹
Exploratory Boring¹	\$475 up to 5 borings +\$85 per each additional boring	Applied per parcel.
Standby Well Permit	\$495 initial \$395 extension	For all new standby permits and permit extensions (permit void after two years)
Permit Fee Refund	70% of permit fee after permit issuance	
Additional Weekday Inspection Surcharge	\$600 construction/destruction \$400 reconstruction	Applied for additional inspection per site
Weekend Inspection Surcharge	\$3500 construction/ destruction \$2260 reconstruction	Applied for inspection per site on weekends
Holiday Inspection	\$1200 construction/ destruction \$800 reconstruction	Applied for inspection per site on holidays

Closed Loop Geothermal Heat Exchange Well Permit Fee Schedule²

Number of Wells in Proposed System	Permit Fee for construction and destruction
1 to 5	\$1,765
6 to 10	\$3,235
11 to 20	\$4,710
21 to 50	\$6,180
51 to 100	\$7,655
101 to 200	\$10,110
201 to 300	\$12,560
More than 300 ³	\$15,015

Notes:

1. Exploratory Borings – For borings proposed on multiple assessor parcels, a separate boring permit is required for each assessor parcel number.
2. The fees apply to both construction and destruction of Geothermal Heat Exchange Wells.
3. If the number of Closed Loop Geothermal Heat Exchange Wells exceeds 30 inspections, Valley Water would bill additional Geothermal Heat Exchange Wells at a rate of \$780 per inspection day.



Santa Clara Valley Water District

File No.: 25-1012

Agenda Date: 11/25/2025
Item No.: *5.2.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Board Committee Reports.

ATTACHMENTS:

- *Handout 5.2-A: 09302025 YC Summary
- *Handout 5.2-B: 10012025 JWRC Summary
- *Handout 5.2-C: 10152025 BAC Summary
- *Handout 5.2-D: 10272025 WSDMC Summary



MEMORANDUM
FC 14 (01-02-07)

TO: Board of Directors
FRO: Santa Clara Valley Water District Youth Commission

SUBJECT: Santa Clara Valley Water District Youth Commission Meeting Summary for September 30, 2025
DATE: November 25, 2025

This memorandum summarizes agenda items from the regular meeting of the Santa Clara Valley Water District Youth Commission held on September 30, 2025.

DISCUSS, DETERMINE AND APPROVE SANTA CLARA VALLEY WATER DISTRICT YOUTH COMMISSION PROJECT(S) FOR FISCAL YEAR 2025-2026; AND ASSIGN YOUTH COMMISSIONERS TO WORK ON APPROVED PROJECTS.

The Commission considered the various potential projects, listed as follows:

- Project A: Creekside Community Care Project
- Project B: International Blue Waters
- Project C: Water Watch: Free Community Water Testing & Mapping Project
- Project D: Microplastic Interception Program
- Project E: Providing Safe Drinking Water
- Project F: Trash Pollution Heatmap
- Project G: One Water Pitch: A Youth Video Competition on Water Sustainability

It was noted that the Commission can approve up to three of the proposed projects which can include those listed in the agenda packet or other proposals made during discussion of the item.

Member Kim created Project H, which combined Projects C, D, and E.

Chairperson Shivakumar created Project I, which combines Projects C, D, and F.

Member Soni created Project J, which combines Projects A and E.

It was moved by Member Kim, seconded by Vice Chairperson Zhou, and unanimously carried to approve proposed Project J.

It was moved by Member Soni, seconded by Member Upreti, and carried by a vote of 14-1 to approve proposed Project I, with Member Talukdar voting no.

It was moved by Member Sadhu, seconded by Chairperson Shivakuma, and unanimously carried to approve proposed Project G.

The members then noted their interest in serving on one of the three approved project committees.

RECEIVE THE SANTA CLARA VALLEY WATER DISTRICT YOUTH COMMISSION'S

ACCOMPLISHMENTS REPORT, RECOGNITION OF THE 2025 OUTGOING SANTA CLARA VALLEY WATER DISTRICT YOUTH COMMISSION MEMBERS AND FORWARD THE ACCOMPLISHMENTS REPORT TO THE BOARD FOR CONSIDERATION.

It was moved by Chairperson Shivakumar, seconded by Member Talukdar, and unanimously carried, to accept the Accomplishments Report and forward it to the Board for consideration.

Board member comments and suggestions can be forwarded to Dave Leon, Assistant Deputy Clerk II at (408) 630-2006 or by email to daveleon@valleywater.org.



MEMORANDUM

FC 14

TO: Board of Directors

FROM: Director John L. Varela
JWRC 2025 Chair

SUBJECT: Joint Water Resources Committee
(JWRC) with Gilroy/Morgan Hill
October 1, 2025 Regular Meeting Summary

DATE: November 25, 2025

This memorandum summarizes agenda items from the meeting of the Joint Water Resources Committee (JWRC) held on October 1, 2025.

Receive South County Water Reuse Collaboration Update and Provide Feedback.

The Committee received the information, took no formal action, and expressed interest in confirming the developer near the Southern alignment and noted the collaborative process of pipe upsizing with developers and Valley Water. The Committee noted that securing federal and state funding for water projects is increasingly competitive and expressed support for utilizing available tools to expedite the process, including a possible joint outreach letter from Valley Water and the elected officials of the Cities of Gilroy and Morgan Hill. The Committee noted that a feasibility study is required, which may take up to 2 years before construction funding can be requested, and expressed interest in continuing to explore strategies to advance South County in the queue for priority funding. The Committee expressed support for utilizing upcoming meetings and conferences to continue engaging with federal and state representatives. The Committee confirmed the status of the pressurized pipeline connection to the Glen Loma Ranch development and noted that the developer may begin construction around April 2026. The Committee confirmed the general feasibility study process, including reviewing and ranking projects, consideration of the cost effectiveness and public benefit, supporting funding sources, community support, and agency collaboration, all of which assist projects in rising to the top for evaluation. The Committee confirmed the current recycled and purified water percentages versus the overall goal and expressed support for pursuing an accelerated timeframe for stakeholder workshops in Gilroy and Morgan Hill. The Committee noted staff's success in collaborating on grant opportunities and discussed potential water purification locations, as well as the challenges related to water availability, costs, and delays associated with federal and procurement processes.

Review and Discuss the Joint Water Resources Committee 2025 Work Plan; and Confirm the Next Meeting Date.

The Committee reviewed and discussed the JWRC 2025 Work Plan, noted appreciation for the enthusiasm and collaboration, expressed having the next meeting upon receiving an update to the feasibility study and for further discussion of the game plan and expediting timelines, and Councilmember Martinez Beltran expressed interest in a future potential site visit.

John L. Varela
Director, District 1
Joint Water Resources Committee

The next regular JWRC meeting is scheduled for 8:30 a.m. on January 7, 2026.

Board member comments and suggestions can be forwarded to Nicole Merritt, Deputy Clerk (Committee Meetings), at (408) 630-3262 or by email to nmerritt@valleywater.org.



MEMORANDUM

FC 14

TO: Board of Directors **FROM:** Board Audit Committee

SUBJECT: Board Audit Committee (BAC) **DATE:** November 25, 2025
October 15, 2025, Regular Meeting Summary

This memorandum summarizes agenda items from the meeting of the Board Audit Committee (BAC) held on Wednesday, October 15, 2025.

Receive and Discuss the Management Response to the 2024 Safe, Clean Water and Natural Flood Protection Program Performance Audit Recommendations and Provide Feedback to Staff.

The Committee received the information, took no formal action, and confirmed that Finding 4, regarding the disclosure requirements for the Independent Monitoring Committee (IMC) Conflict of Interest Policy has been addressed and considered by the Board. Chairperson Beall expressed interest in having the IMC vacancies reported to the Board to assist with the appointment process and the Committee noted the importance of identifying the causes of quorum challenges. The Committee acknowledged that the IMC review process can be time consuming for their volunteer members but noted that the IMC can approve their meeting schedule each cycle with the option of Zoom meetings and summer tours, and that filling all the vacancies would help distribute the workload more effectively. The Committee confirmed that Management agrees with the audit recommendations and noted staff are progressing toward completing the remaining implementations by June 2026. Vice Chairperson Ballard expressed interest in confirming whether Finding 6: Management of Key Partnership Projects relates to the Joint Powers Authorities (JPAs) policies. The Committee confirmed there are multiple methods by which the review process is triggered for Finding 9: Key Performance Indicators (KPIs). The Committee noted the auditors were thorough, reasonable, and collaborative with staff. The Committee expressed support for maintaining continued engagement with the IMC members and being notified of any IMC attendance issues.

Discuss the Options to Extend Terms, Allow to Expire, or Terminate the On Call Services Agreement with Board Auditor, Baker Tilly Advisory Group, LP, Which is Set to Expire Effective March 27, 2026.

The Committee received the information and expressed satisfaction with the auditors' performance and supported extending the agreement. The Committee confirmed the reason for the difference in the audit time tables and emphasized the importance of the auditor's understanding of the Water Supply Master Plan (WSMP) and knowledge of the Water Usage and Demand Forecasting process.

It was moved by Vice Chairperson Ballard and seconded by Director Estremera and the

following Recommendation was unanimously approved:

- B. Approve recommendation to the full Board to:
 - i. Exercise option to extend the On-Call Services Agreement with Board Auditor, Baker Tilly Advisory Group, LP. for one year.

Discuss Potential Audit Topics for 2026 Annual Audit Plan and Provide Further Guidance as Needed.

The Committee received the information, took no formal action, and confirmed that the performance audit of the District-wide asset management practices and the Pacheco Reservoir project close-out audit are among the larger potential audit topics, and the auditor will recommend maintaining a balance between the larger and smaller audits to effectively manage the workload for the audit team and staff. The Committee confirmed the District-wide federal and state grant management activities, the Good Neighbor Program to address unsheltered homelessness, and the District-wide risk assessment are among the smaller potential audit topics. The Committee expressed support for the investigations process audit topic to address expenditures and noted the expected close out activities for the Pacheco Reservoir Project to be completed within the next 3 to 6 months to potentially allow for an audit in 2026. The Committee noted the Chief Audit Executive (CAE) will include a recommendation and proposed scope at the November 2025 BAC meeting for the following potential audit topics: the District-wide risk assessment, the Pacheco Reservoir project close-out with a later start date, the District-wide asset management practices, the investigation process, the federal and state grant management activities, and the Good Neighbor Program to address unsheltered homelessness.

Discuss 2025 Annual Audit Plan, (Capital Project Delivery; Contracting Practices; Conservation Strategies; Water Usage/Demand Forecasting), and Provide Feedback as Needed.

The Committee received the information, took no formal action, and confirmed the audits are assigned to their respective auditors and progressing and without further discussion noted the update on the 2025 Annual Audit Plan.

Review and Discuss the 2025 Board Audit Committee (BAC) Work Plan.

The Committee received the information, took no formal action, and noted the update on the BAC Work Plan.

The next regular meeting was scheduled to occur at 1:00 pm on November 19, 2025.

Board members' comments and suggestions can be forwarded to Nicole Merritt, Deputy Clerk (Committee Meetings) at (408) 630-3262 or by email: nmerritt@valleywater.org



MEMORANDUM

FC 14

TO: Board of Directors

FROM: WSDMC

SUBJECT: Water Supply and Demand Management Committee (WSDMC)
Oct. 27, 2025 Meeting Summary

DATE: Nov. 25, 2025

This memorandum summarizes agenda items from the meeting of the Water Supply and Demand Management Committee (WSDMC) held on Monday, October 27, 2025.

Receive Information on Consultant Study Regarding Santa Clara Valley Water District's Water Use Projections, Water Demand Elasticity, and Customer Affordability Study; and Provide Comments to the Board.

The Committee discussed the following with staff input including: estimates of customer affordability impacts, what may trigger behavior changes relating to water bill costs, how the study was countywide not individual customers, water conservation effects relating to billing, affordability indicators and which one might work best for Valley Water's analysis, and the Low-Income Residential Water Rate Assistance Program through Sacred Heart.

The Committee received the information and took no formal action.

Consider Recommending to the Board to Approve Execution of an Assignment Agreement With Wheeler Ridge Maricopa Water District That Would Give Valley Water 6,234 Acre-Feet of Wheeler Ridge's Storage Capacity in Sites Reservoir For Up to \$618,500, Which Would Increase Valley Water's Project Participation Level From 0.2% to 0.66%, Providing Valley Water a Total of 9,351 Acre-Foot Storage.

The Committee discussed the following with staff input including: the recommendation being consistent with Board action in July 2022 to increase participation level in the Project up to a maximum of 2.65 percent, Valley Water received this opportunity in part due to the rest of the waiting list not being qualified as current participants, the assignment agreement not moving forward until all approvals are received (Reservoir Committee and Authority Board), and a program baseline report will be available prior to Valley Water making a final commitment.

The Committee requested a risk analysis of the project to be returned to the Committee.

On a motion by Director Santos, Seconded by Director Ballard, the Committee approved to recommend to the Board to approve execution of an assignment agreement with Wheeler Ridge Maricopa Water District that would give Valley Water 6,234 acre-feet of Wheeler Ridge's storage capacity in Sites Reservoir for up to \$618,500, which would increase Valley Water's Project participation level from 0.2% to 0.66%, providing Valley Water a total of 9,351 acre-feet of storage.

Receive Safe Clean Water Conservation Program - Project A2: Water Conservation Rebates and Programs Update.

The Committee discussed the following with staff input including: tracking Measure S funding and budget relating to Valley Water's water conservation programs and Board water conservation goals, public education relating to Valley Water's water conservation programs, edible plants in the demonstration garden, acknowledging past landscape committee members who advocated for a Valley Water demonstration garden, and utilizing public surveys of conservation program participants.

The Committee received the information and took no formal action.

Receive Update on Valley Water's New Water Conservation Programs, Pilots, and Partnerships and Making Conservation a California Way of Life; Provide Feedback.

Chairperson Hsueh suggested that the funding level for the Graywater Rebate Program could be increased to raise program awareness and participation level.

The Committee received the information and took no formal action.

Review and Discuss Water Supply and Demand Committee (WSDMC) Work Plan and Upcoming Discussion Items.

The Committee received the information, took no formal action, and without discussion noted the WSDMC Work Plan and upcoming discussion Items.

**

Board member comments and suggestions can be forwarded to Stephanie Simunic, Assistant Deputy Board Clerk II at (408) 630-2408 or by email to ssimunic@valleywater.org.



Santa Clara Valley Water District

File No.: 25-0944

Agenda Date: 11/25/2025

Item No.: *7.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Receive Information on the Watershed Capital Program Implementation Strategies, and Provide Feedback to Staff as Needed.

RECOMMENDATION:

- A. Receive information presented on the Watershed Capital Program Implementation Strategies, including alternatives; and
- B. Provide feedback to staff as needed.

SUMMARY:

On August 29th, 2025, staff presented to the Board regarding adapting Santa Clara Valley Water District's Capital Improvement Program to meet emerging challenges resulting from financial gaps within the program. At that workshop, the Board directed staff to return with specific watershed capital program implementation strategies and alternative paths to providing flood protection.

To support this discussion, staff has prepared a PowerPoint presentation (Attachment 1) with a status update of the largest watershed projects that make up the flood protection capital program. Staff will present key considerations for implementation, discuss alternative paths for implementation and their financial implications, and finally, make recommendations for the Board's consideration.

*Staff will present alternative pathways and strategies for the large projects that make up the majority of the Watersheds' capital expenditures, to help achieve financial sustainability for the Board's consideration. This item includes updates to the information in PowerPoint presentation received after the initial posting.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with board item. This action is unlikely to or will not result in disproportionate impacts on any specific community(ies) relative to the general population from the implementation of this project/program.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: PowerPoint

*Supplemental Board Agenda Memo

*Supplemental Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Bhavani Yerrapotu, 408-630-2735



Watershed Project Implementation Pathways

November 25, 2025

Introduction

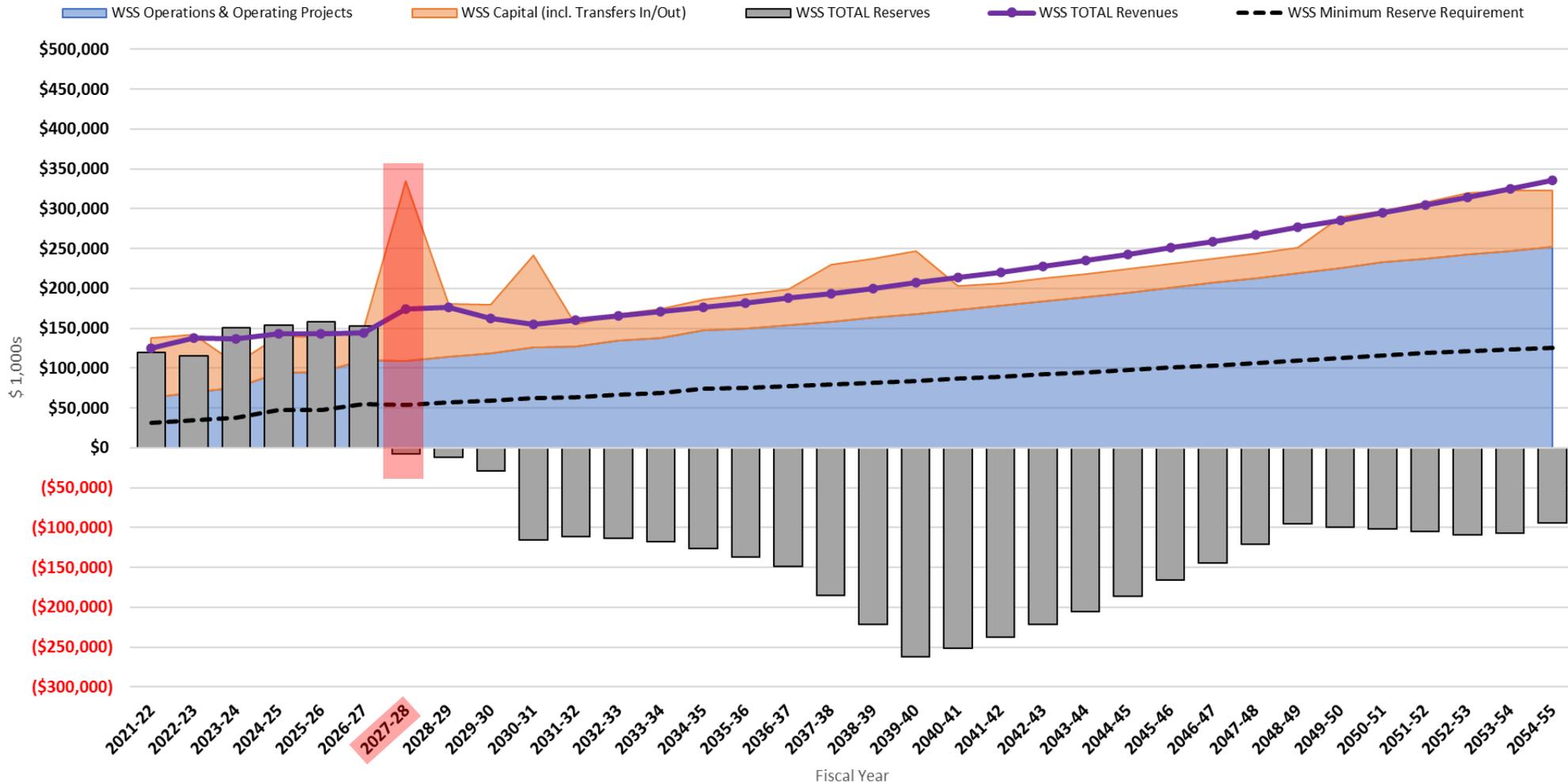
- Watershed Projects
- Watershed Stream Stewardship Fund - 12
- Safe Clean Water Fund - 26

Overview

- Path to Financial Sustainability
- Strategic Changes to Balance the CIP
- Recommendations and Next Steps

Current Financial Projection

Watersheds Stream Stewardship Fund 12



Key Incremental Assumptions:

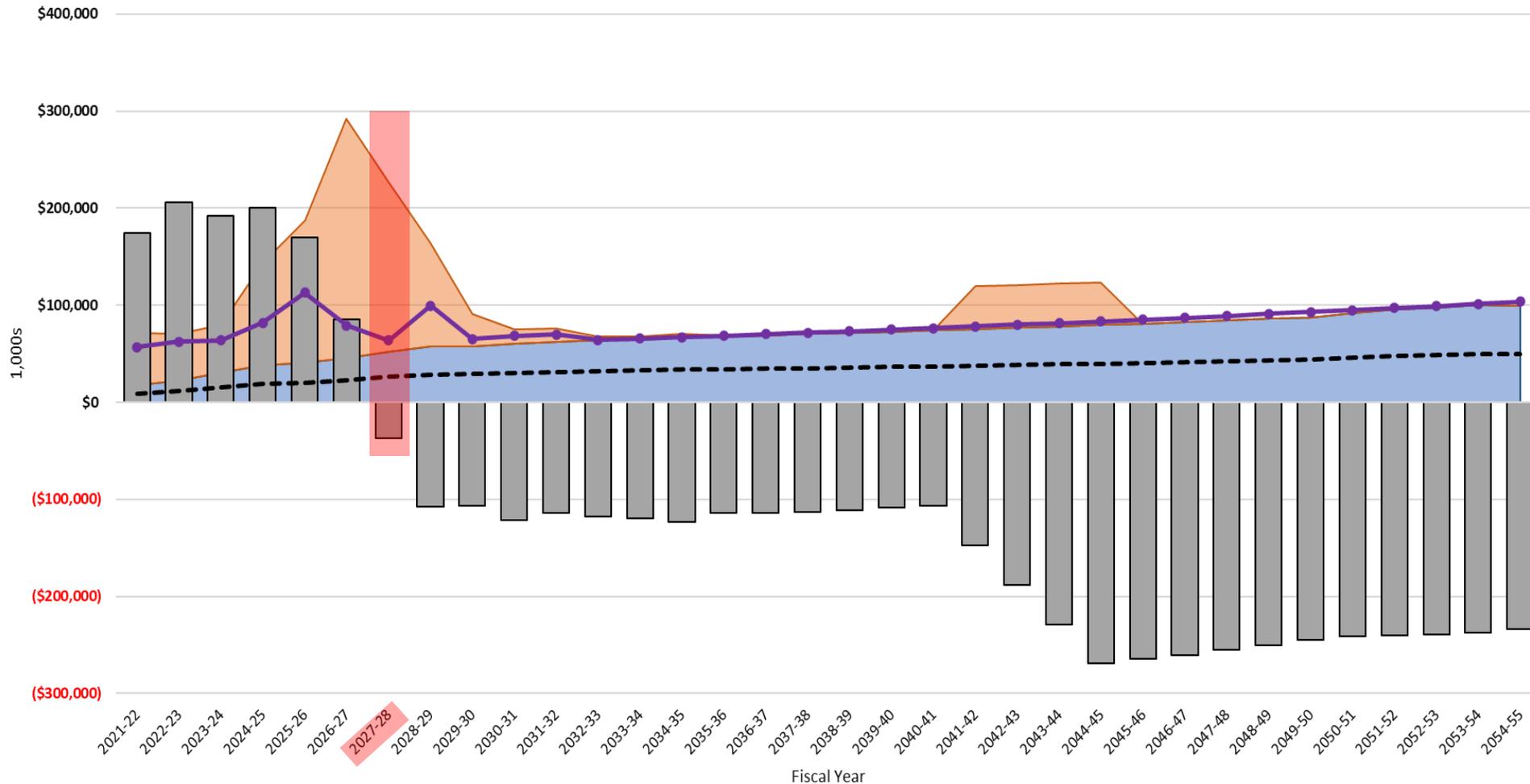
Placeholder for Potential future increase:

+ \$203M additional Shoreline costs

Current Financial Projection

Safe, Clean Water Fund 26

SCW Operations & Ops Projects, & Debt Service SCW Capital (incl. Transfers Out) SCW TOTAL Reserves SCW TOTAL Revenues SCW Minimum Reserve Requirement



Key Incremental Assumptions:

+ \$43M Coyote Creek

+ \$62M Sunnyvale E&W

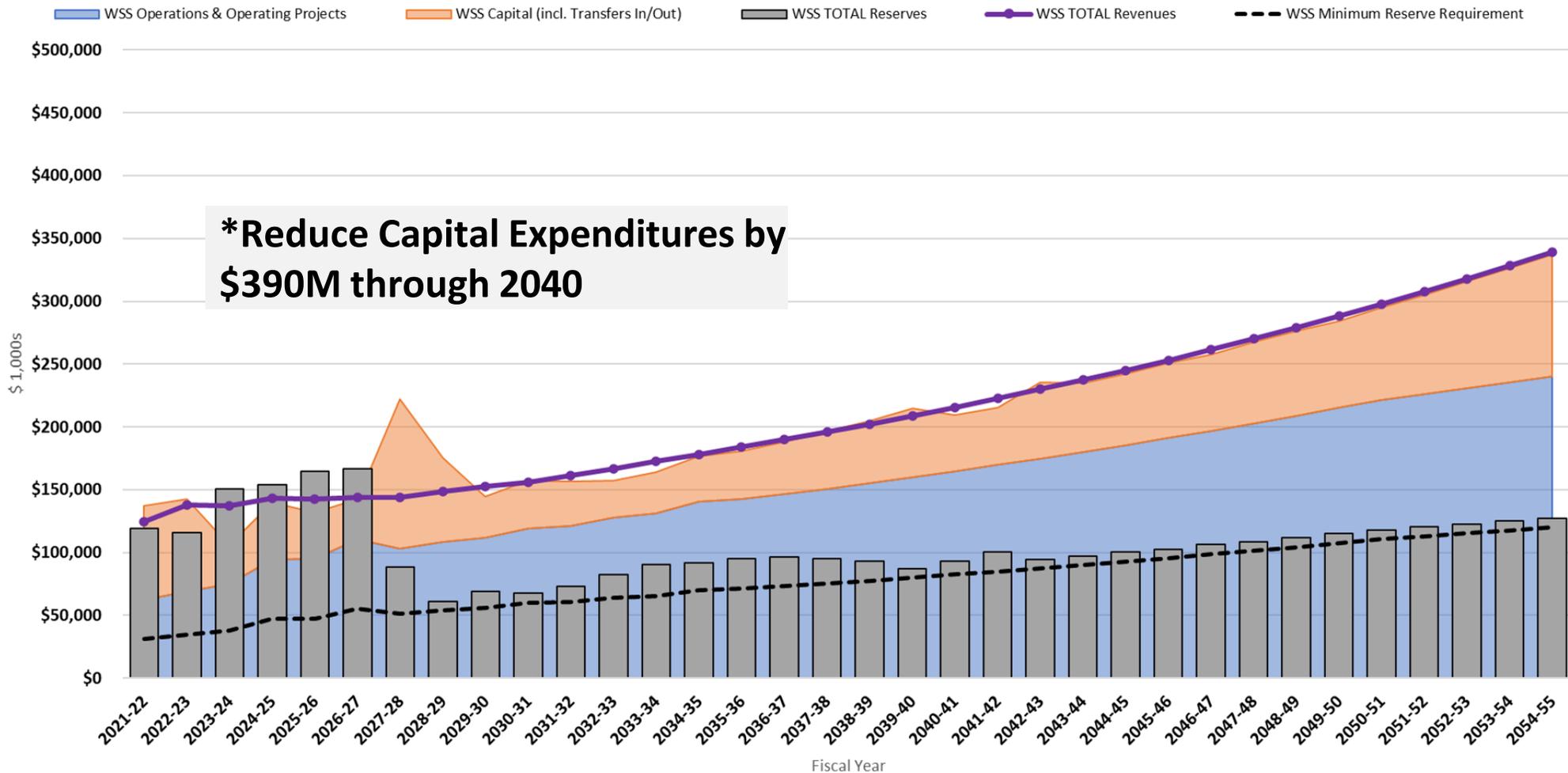
+ \$76M Upper Penitencia Phases I, II & III

Potential Future Challenges:

→ Upper Guadalupe River Flood Protection Reach 6: revised cost estimates expected 2028

Potential Path to Financial Sustainability

Watersheds Stream Stewardship Fund 12

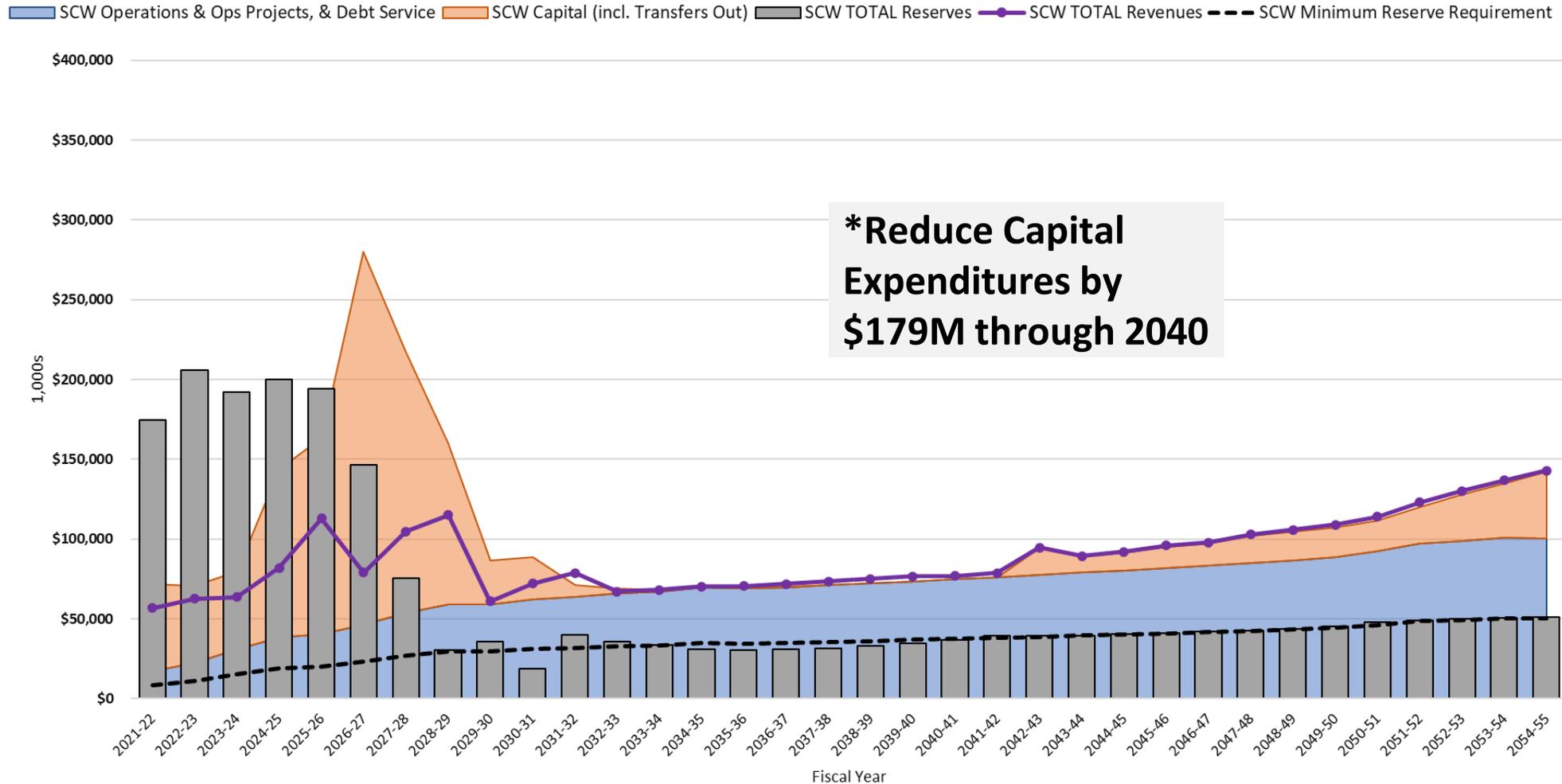


Key Incremental Assumptions vs Current with Cost Increases:

- Reduce capital cost by \$390M through FY 40
- Reduce Encampment Management Program to \$3M/year from \$8M/year
- Transfer \$79M to SCW FY 28 – FY 32
- Maintains ongoing O&M projects and WARP [asset renewal]
- Creates capacity for ~\$231M investments FY 43 & beyond → transferred to SCW Fund 26 for capital project delivery

Potential Path to Financial Sustainability

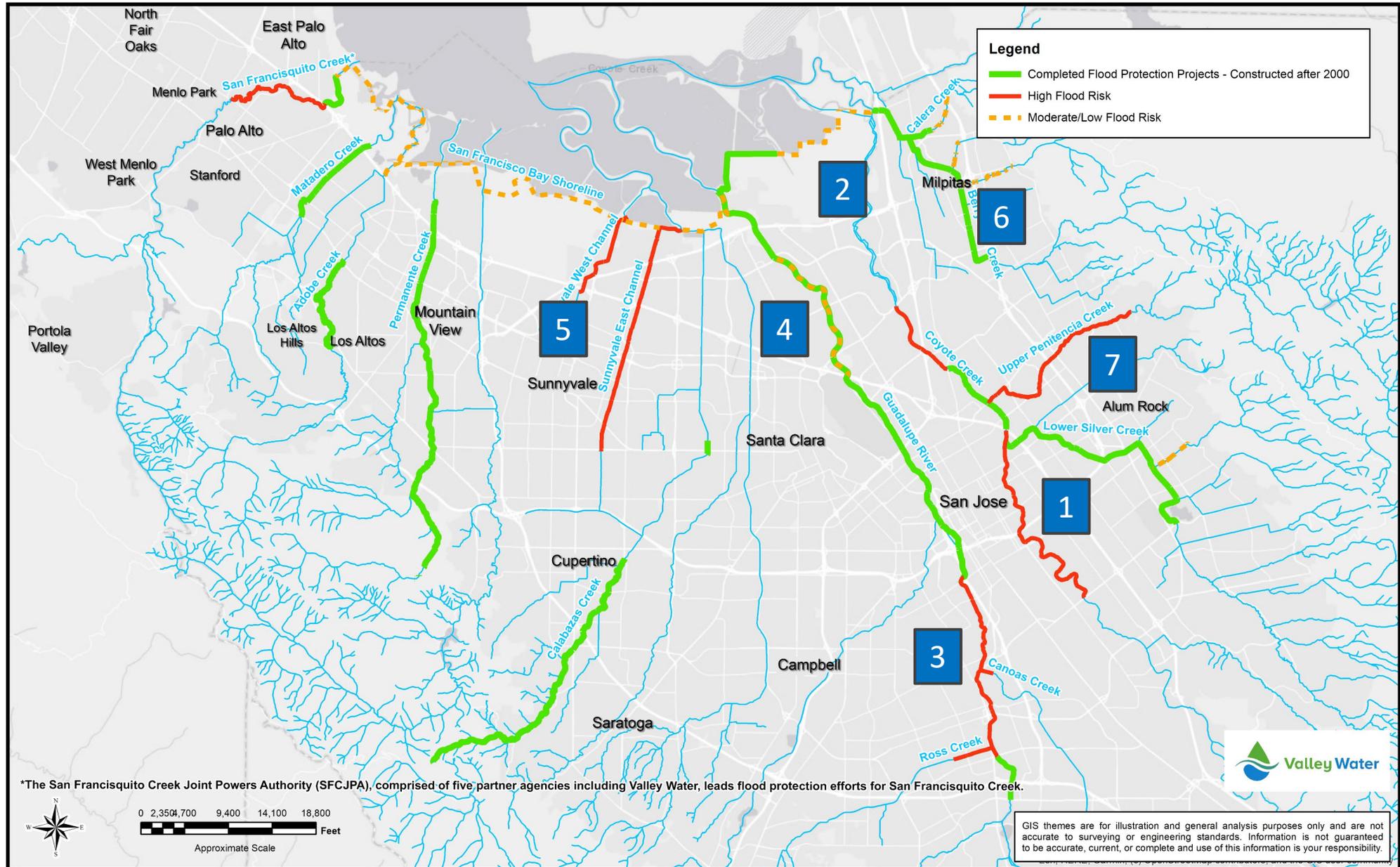
Safe, Clean Water Fund 26



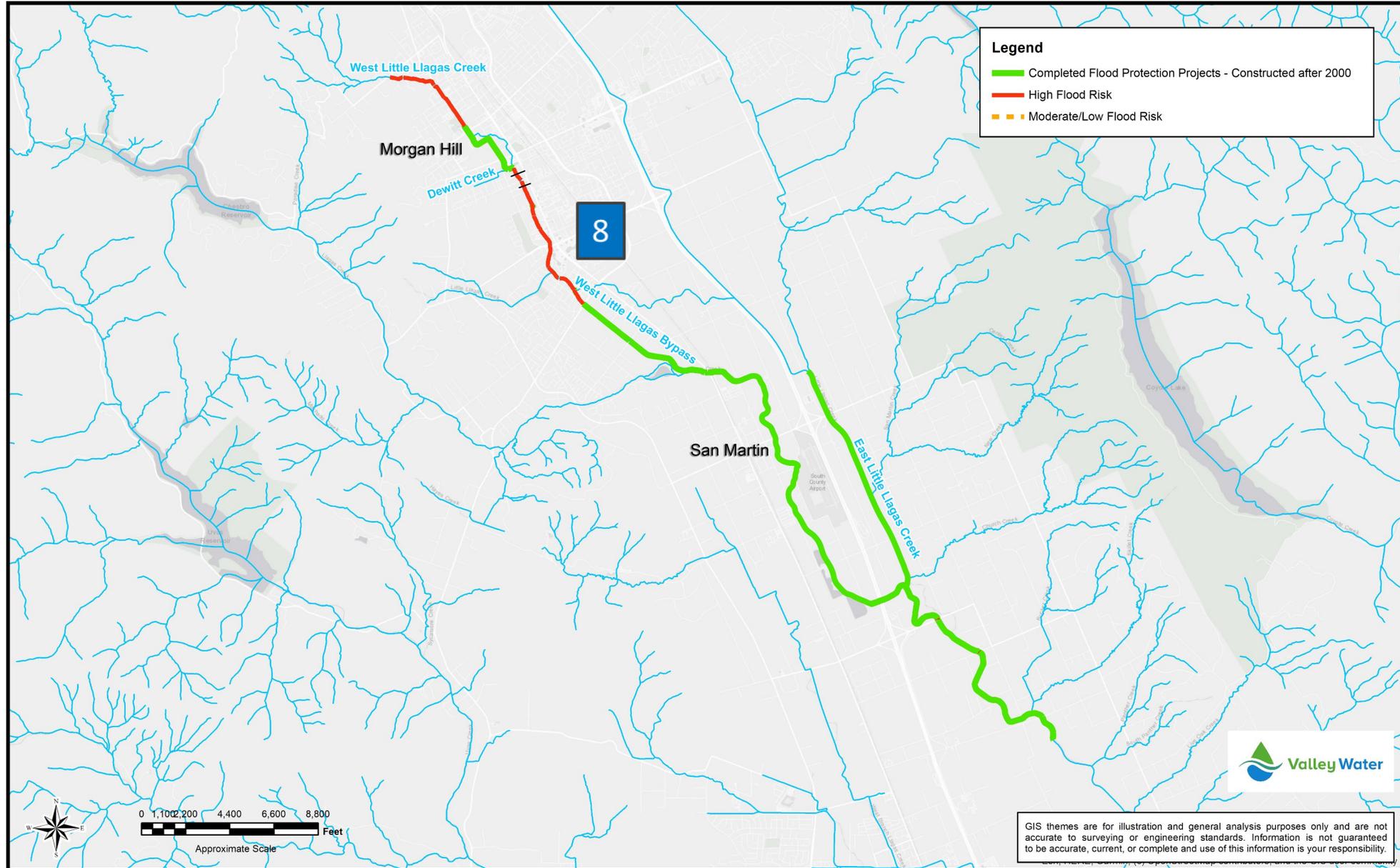
Key Incremental Assumptions vs Current with Cost Increases:

- Reduce capital cost by \$179M
- Receive \$79M transfer from WSS Fund

Flood Risk Reduction: North County



Flood Risk Reduction: South County



QUESTIONS





Santa Clara Valley Water District

File No.: 25-1025

Agenda Date: 11/25/2025

Item No.: 7.1.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Receive Information on the Watershed Capital Program Implementation Strategies, and Provide Feedback to Staff as Needed.

REASON FOR SUPPLEMENTAL MEMORANDUM:

This report conveys additional information received after the initial report was released, consistent with Executive Limitations Policy EL-7-10-5.

RECOMMENDATION:

- A. Receive information presented on the Watershed Capital Program Implementation Strategies, including alternatives; and
- B. Provide feedback to staff as needed.

SUMMARY:

*Staff will present alternative pathways and strategies for the large projects that make up the majority of the Watersheds' capital expenditures, to help achieve financial sustainability for the Board's consideration. This item includes updates to the information in PowerPoint presentation received after the initial posting.

ENVIRONMENTAL JUSTICE IMPACT:

No Change from original memo.

FINANCIAL IMPACT:

No Change from original memo.

CEQA:

File No.: 25-1025

Agenda Date: 11/25/2025
Item No.: 7.1.

No Change from original memo.

ATTACHMENTS:

*Supplemental Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Bhavani Yerrapotu, 408-630-2735



Watershed Project Implementation Pathways

November 25, 2025

Introduction

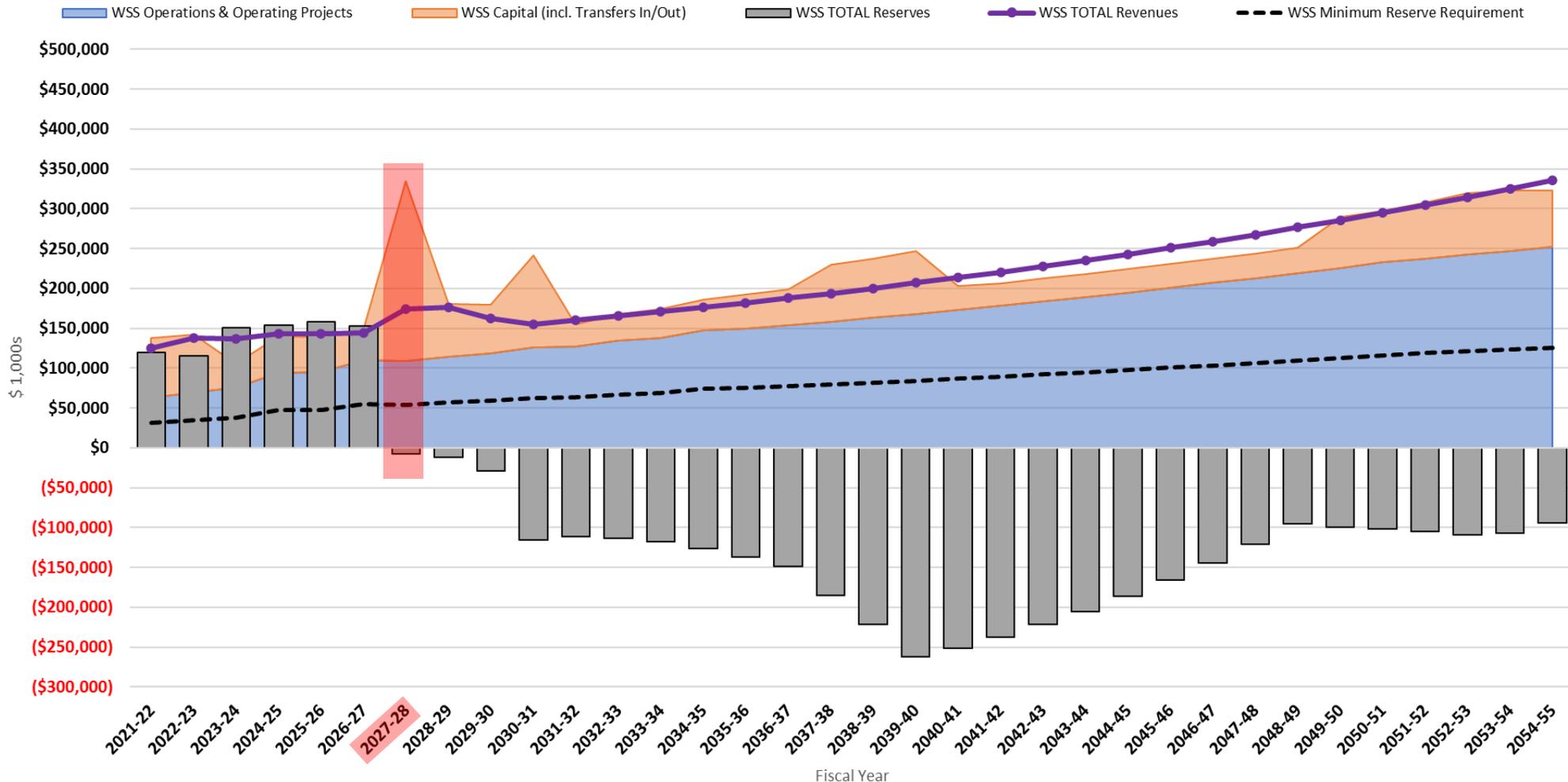
- Watershed Projects
- Watershed Stream Stewardship Fund - 12
- Safe Clean Water Fund - 26

Overview

- Path to Financial Sustainability
- Strategic Changes to Balance the CIP
- Recommendations and Next Steps

Current Financial Projection

Watersheds Stream Stewardship Fund 12



Key Incremental Assumptions:

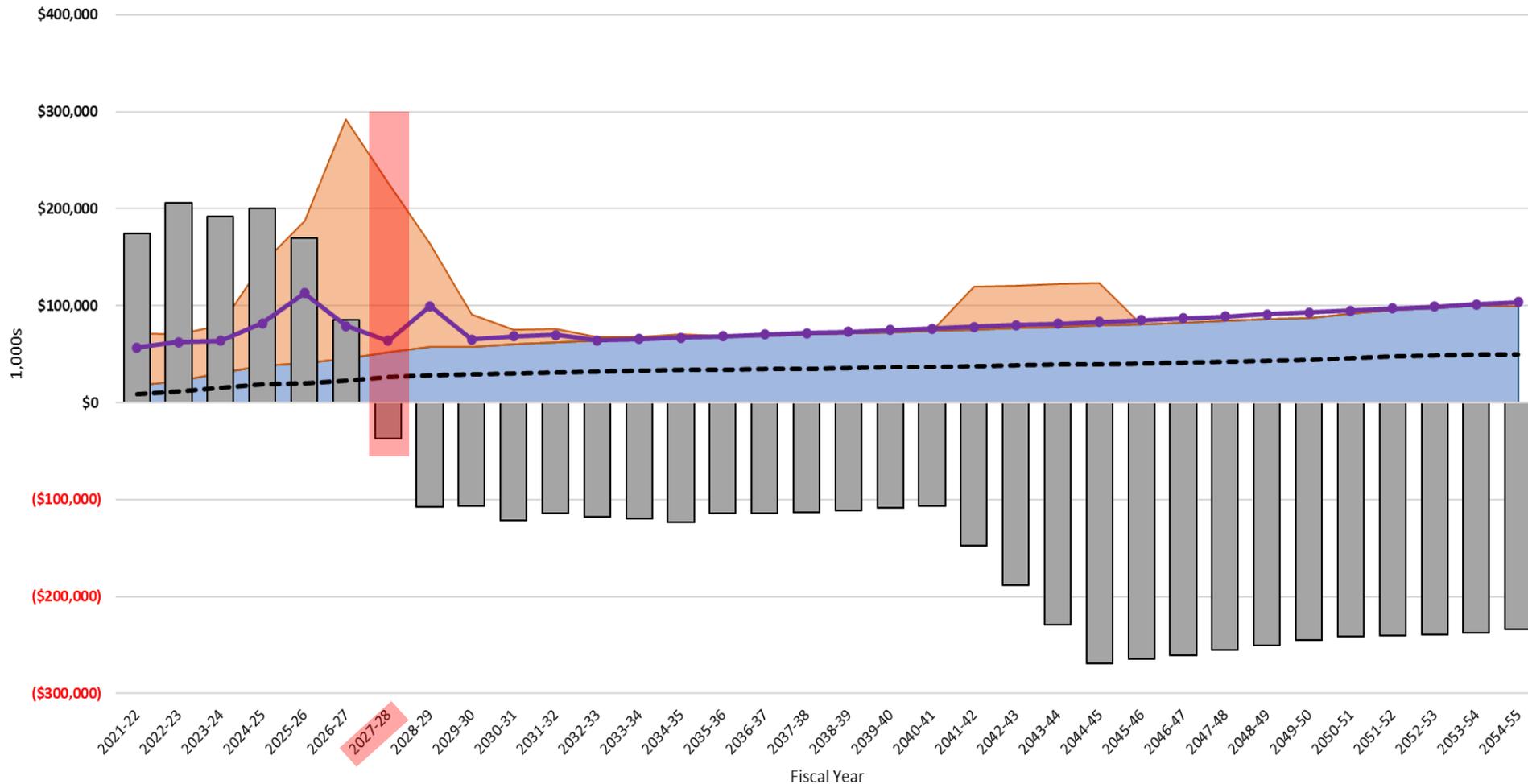
Placeholder for Potential future increase:

+ \$203M additional Shoreline costs

Current Financial Projection

Safe, Clean Water Fund 26

SCW Operations & Ops Projects, & Debt Service | SCW Capital (incl. Transfers Out) | SCW TOTAL Reserves | SCW TOTAL Revenues | SCW Minimum Reserve Requirement



Key Incremental Assumptions:

+ \$43M Coyote Creek

+ \$62M Sunnyvale E&W

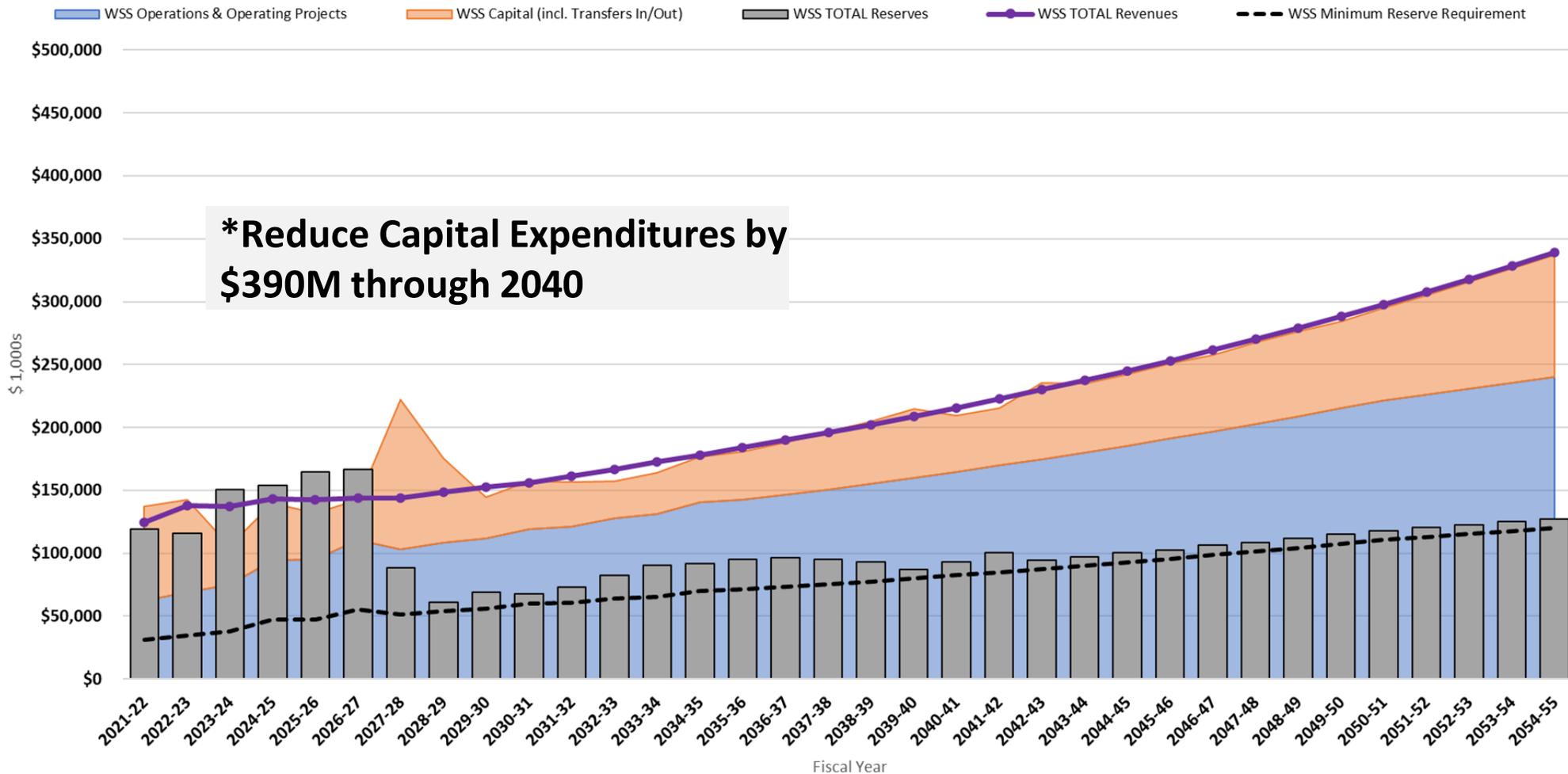
+ \$76M Upper Penitencia Phases I, II & III

Potential Future Challenges:

→ Upper Guadalupe River Flood Protection Reach 6: revised cost estimates expected 2028

Potential Path to Financial Sustainability

Watersheds Stream Stewardship Fund 12



***Reduce Capital Expenditures by \$390M through 2040**

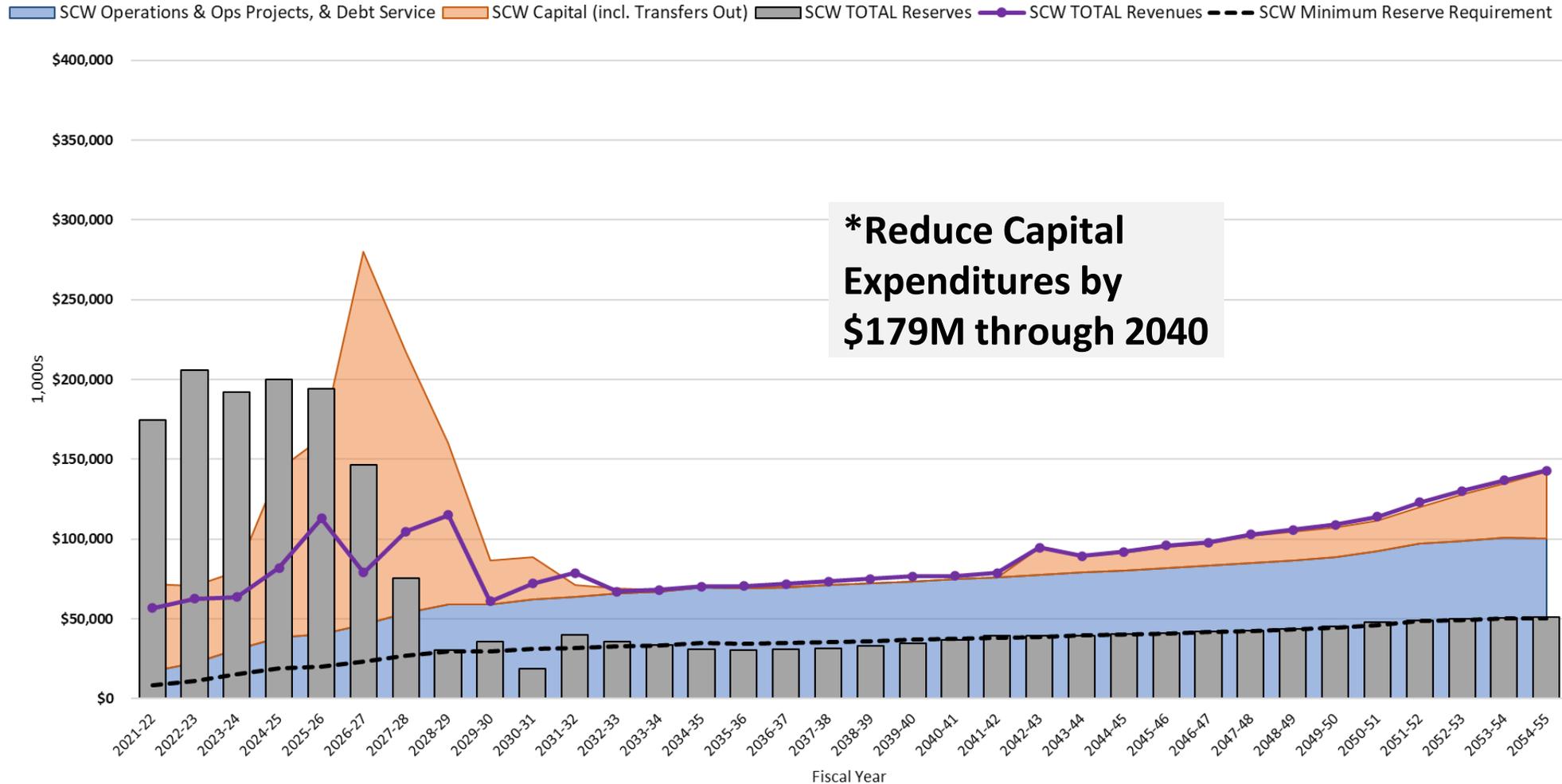
Key Incremental Assumptions vs Current with Cost Increases:

- Reduce capital cost by \$390M through FY 40
- Reduce Encampment Management Program to \$3M/year from \$8M/year
- Transfer \$79M to SCW FY 28 – FY 32
- Maintains ongoing O&M projects and WARP [asset renewal]
- Creates capacity for ~\$231M investments FY 43 & beyond → transferred to SCW Fund 26 for capital project delivery

*Supplemental Attachment 1

Potential Path to Financial Sustainability

Safe, Clean Water Fund 26

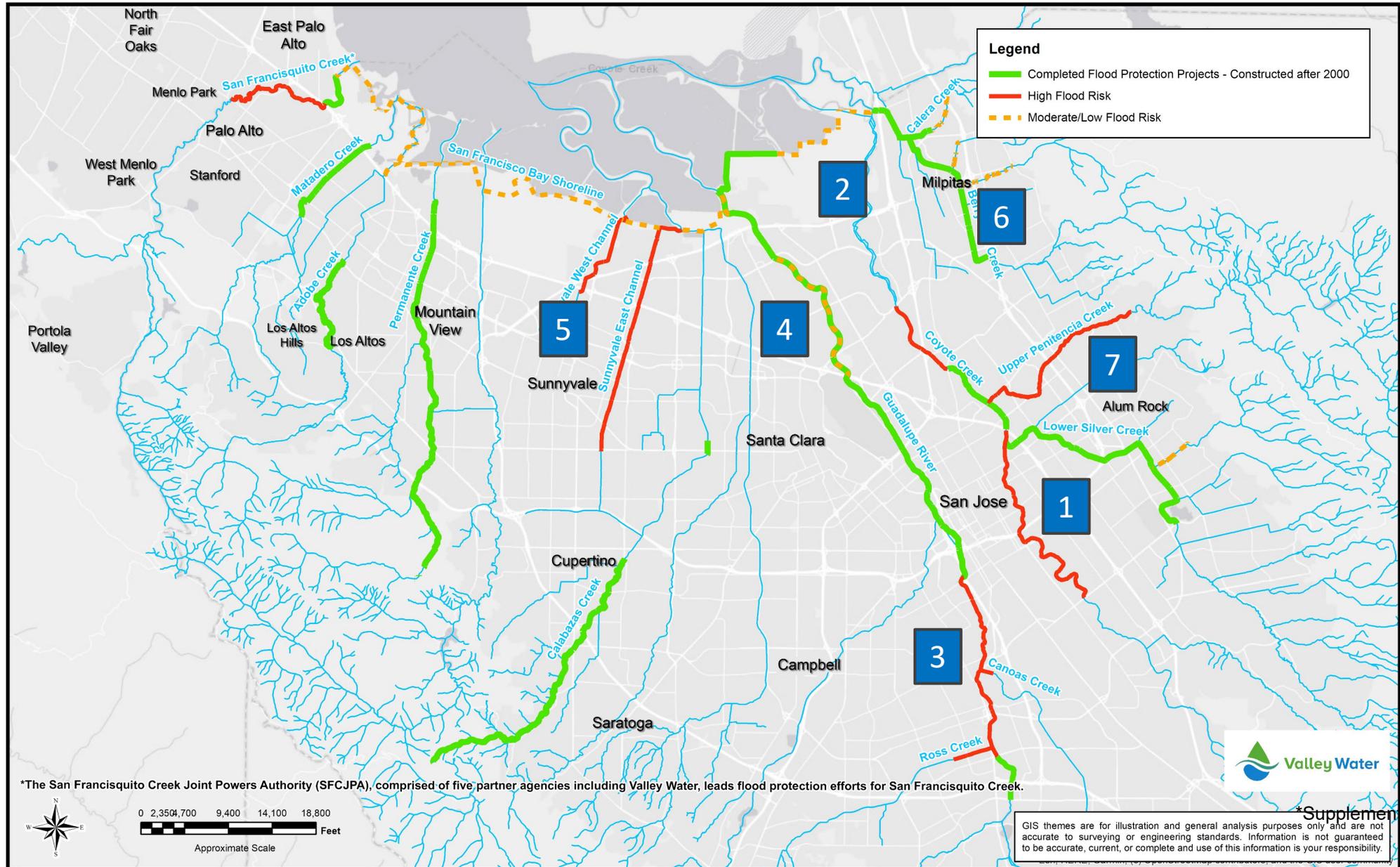


Key Incremental Assumptions vs Current with Cost Increases:

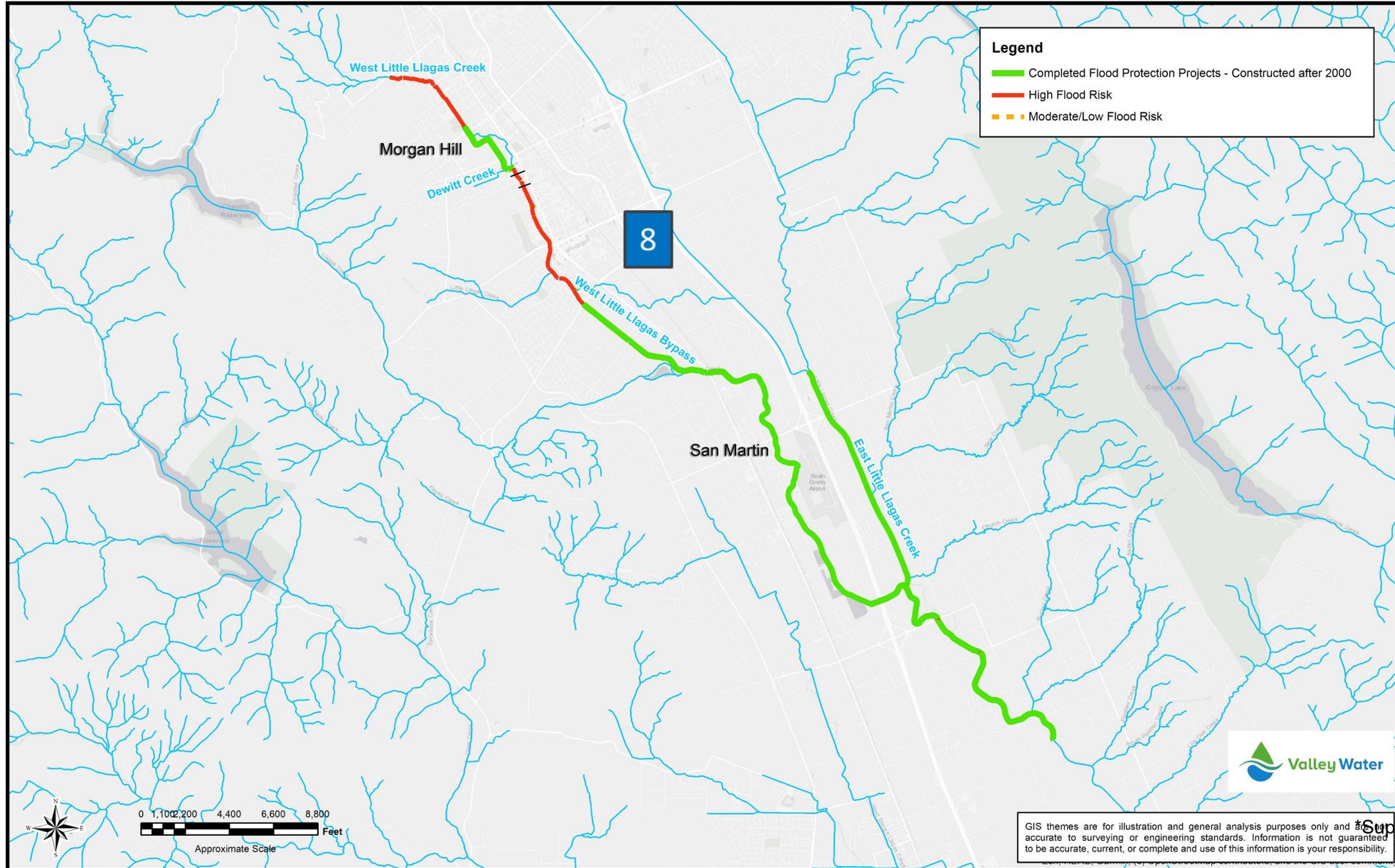
- Reduce capital cost by \$179M
- Receive \$79M transfer from WSS Fund

*Supplemental Attachment 1

Flood Risk Reduction: North County



Flood Risk Reduction: South County



1 Coyote Creek: Montague Expressway to Tully Road (E1)*

Approximate Total Project Cost	\$270 M
Estimated Remaining Expenditures through 2040	\$203 M
Funding Sources	Fund 26, DWR Grant WIFIA Loan
Current Level of Protection	<20 year
Design Level of Protection	20 year
Additional Considerations	<ul style="list-style-type: none"> • Phase 1 is already constructed • Must complete before Anderson Dam Stage 2 diversion tunnel

*(Exx) Denotes Safe Clean Water Funded Projects

Staff Recommendation: Continue

2 San Francisco Bay Shoreline, EIA 11 (Phase 1) (E7)

Approximate VW Share of Total Project Cost	\$250M - \$350M
Estimated Remaining VW Share	\$200M - \$300M
Funding Sources	USACE, Fund 12 & 26, Measure AA, Grants
Current Level of Protection	N/A
Design Level of Protection	Coastal and provides for sea level rise
Additional Considerations	<ul style="list-style-type: none"> • UPRR Crossing • Reach 1-3 and Lower Coyote/Guad reduced risks • Future USACE funding uncertain

EIA - Economic Impact Area

2 San Francisco Bay Shoreline, EIA 11 (Phase 1) (E7)

- Reaches 1-3 Levee Completed - November 2025
- Elements of Reaches 1-3/Reaches 4-5 Design Underway
- Updated Cost estimate - Fall 2026
- USACE Funding Uncertainties
- Lower flood risk (Lower Coyote/Lower Guad and Shoreline-Reaches 1-3)



Staff Recommendation: Continue Design/Delay Reach 4-5 Construction

3 Guadalupe River-Upper: Interstate 280 to Blossom Hill Road (E8)

Approximate VW Share of Total Project Cost	\$135 M
Estimated Remaining VW Share through 2040	\$21.3* M
Funding Sources	USACE, Fund 12 & 26
Current Level of Protection	10 - 100 year
Design Level of Protection	100-year
Additional Considerations	<ul style="list-style-type: none"> • Flood hot spot • Partnership with USACE

*Cost increase anticipated

3 Guadalupe River-Upper: Interstate 280 to Blossom Hill Road (E8)

Project Options	Elements	Estimated remaining VW Costs	Estimated USACE Costs ¹
USACE Project	Channel widening, bridge extensions, new culverts, floodwalls	\$21.3 M ²	\$119 ² M
25 - Year	Floodplains, Bridge Extensions, new culverts and additional feet of floodwalls	\$72.1 M ³	-
50 - Year	Larger Floodplains, additional extensions and culverts, and longer and taller floodwalls	\$100.4 M ³	-

1. Per USACE project scope and costs presented as of July 2024; Will change because of further refinement of project scope (***)Now 100 Year project)
2. VW previously purchased property accounts for a large share of our cost share contribution, thus reducing remaining contributions
3. Rough order of magnitude costs in 2025 dollars developed for the purposes of this presentation – needs additional feasibility analysis and development of project scope

3 Guadalupe River-Upper: Interstate 280 to Blossom Hill Road (E8)

- Reaches of Project Already Constructed
- USACE Study Completion – January 2028
- Potential Cost Mitigating Options:
 - Detention at Martial-Cottle Park
 - Detention in Valley Water Recharge Facilities
 - Grants for Bridges

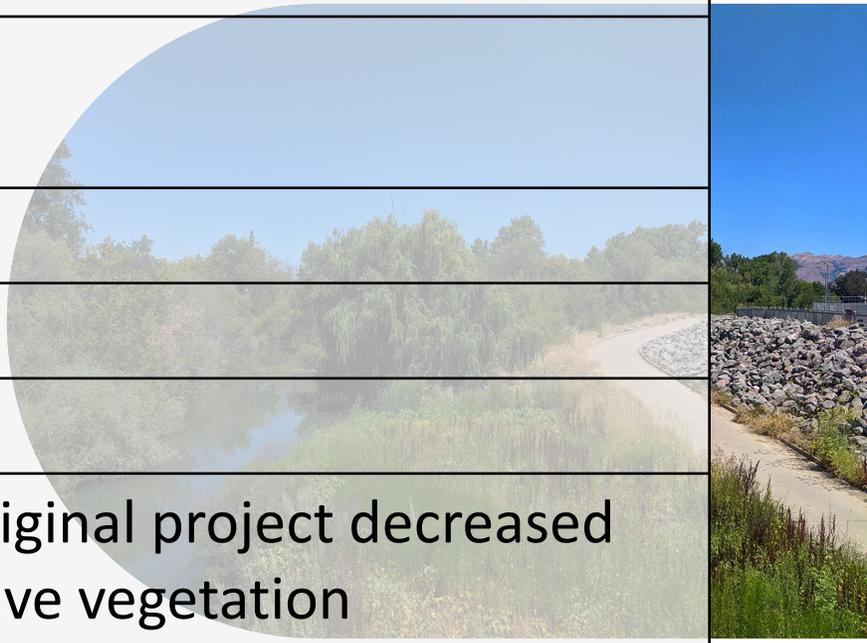


Staff Recommendation: Continue USACE Partnership

4

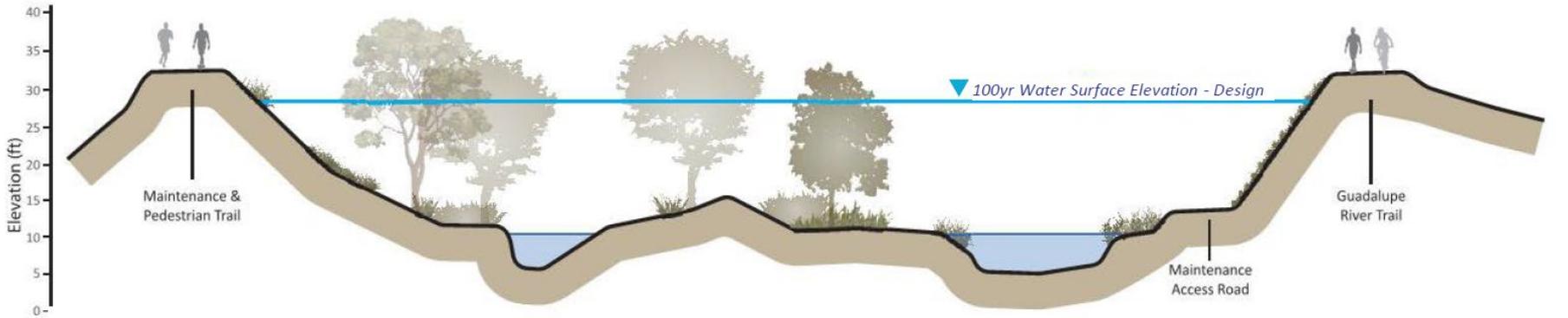
Lower Guadalupe River Capacity Restoration Project

Approximate Total Project Cost	\$110 M
Estimated Remaining Expenditures through 2040	\$91 M
Funding Sources	Fund 12
Current Level of Protection	<100-year
Design Level of Protection	100-year
Additional Considerations	<ul style="list-style-type: none"> • Capacity of original project decreased due to excessive vegetation • Reduced scope (~\$20M) is a possibility

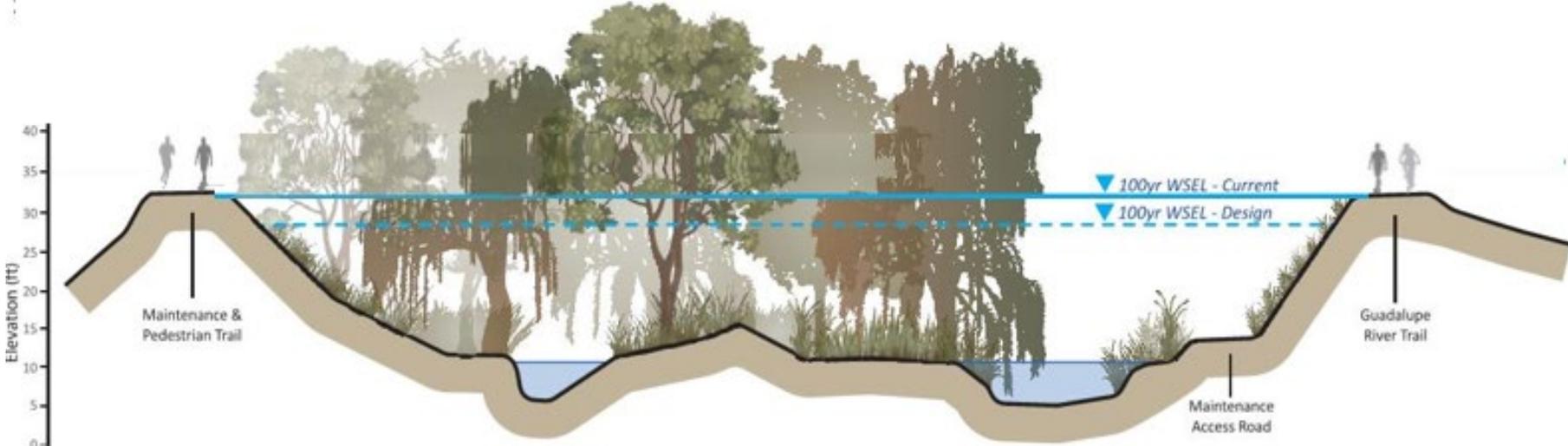


4

Lower Guadalupe River Capacity Restoration Project



2004 Design Condition



Current Condition

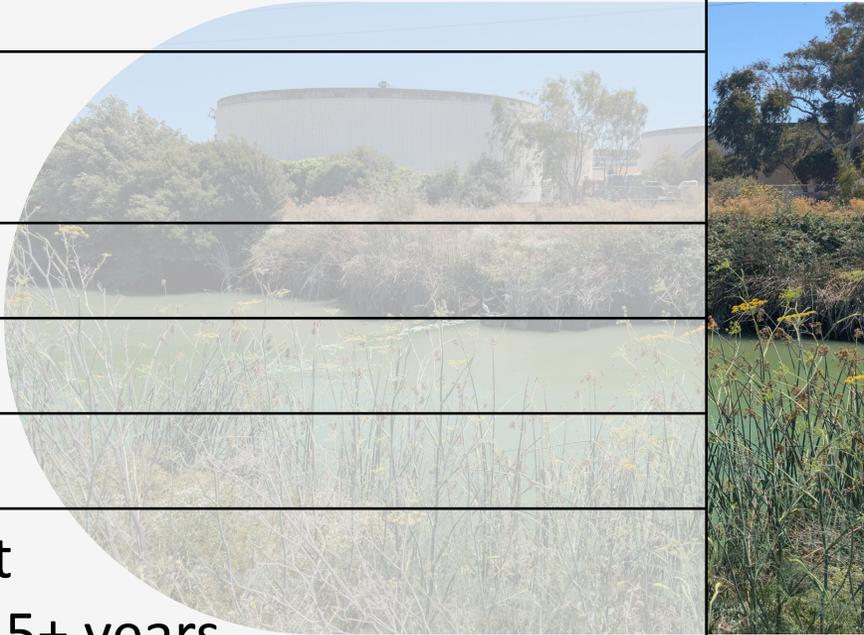
4 Lower Guadalupe River Capacity Restoration Project

Option	Approximate Cost	Considerations
Current Project: Full restoration to 100-year with freeboard	\$110.4M	<ul style="list-style-type: none"> Investing \$110.4 million to restore freeboard Retain original 100-year protection
Re-evaluate Scope (Maintenance or Small Capital) Remove some vegetation to further reduce risk	~\$20M	<ul style="list-style-type: none"> Adds 1-1.5 ft. freeboard to reduce risk of flooding Potential impact to FEMA certification Additional mitigation costs may be incurred
No Project/Postpone Project	\$0	<ul style="list-style-type: none"> Potential impact to FEMA certification No reduction in risk

Staff Recommendation: Re-Evaluate Scope

5 Sunnyvale East and West Channels (E2)

Approximate Total Project Cost	\$155 M
Estimated Remaining Expenditures through 2040	\$127 M
Funding Sources	Fund 26
Current Level of Protection	10-year
Design Level of Protection	100-year
Additional Considerations	<ul style="list-style-type: none"> • Flood hot spot • In design for 15+ years



5 Sunnyvale East and West Channel (E2)

- Project Design – 100%
- Permit Negotiations Final
- Partial Reaches Constructed
- Partnerships
 - Google
 - City of Sunnyvale – Treatment Plant



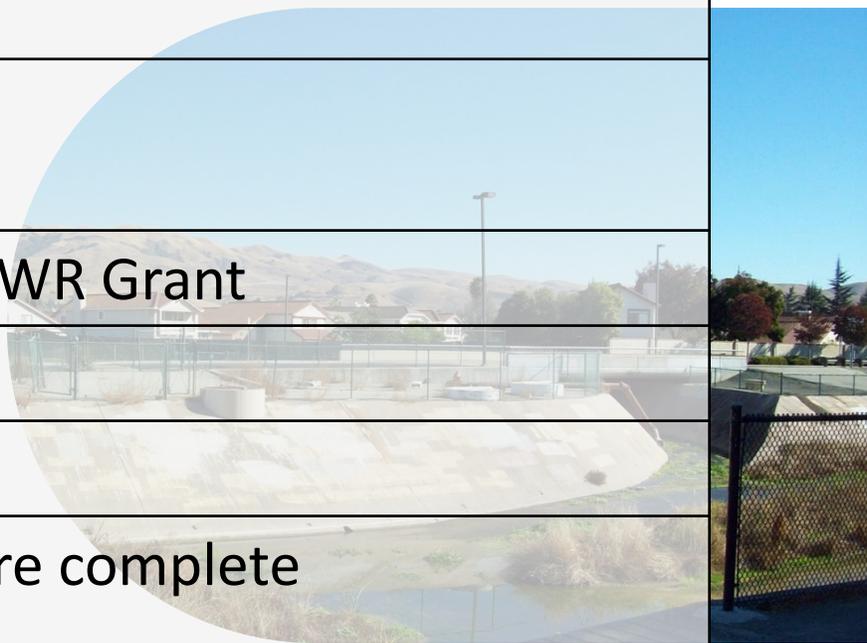
Sunnyvale West Channel, facing south towards Google's Sunnyvale campus

Staff Recommendation: Continue

6

Berryessa Creek: Lower Penitencia Creek to Calaveras Blvd (E3)

Approximate Total Project Cost	\$216 M
Estimated Remaining Expenditures through 2040	\$70 M
Funding Sources	Fund 12 & 26, DWR Grant
Current Level of Protection	10-25 years
Design Level of Protection	100-year
Additional Considerations	<ul style="list-style-type: none">• Phase 1 & 2 are complete• Risk is low



6 Berryessa Creek: Lower Penitencia Creek to Calaveras Blvd, Phase 3 (E3)

- Upper Calera Creek - 25 to 50-Year
- Tularacitos Creek – 100-Year with 2 feet Freeboard
- No historical flooding on either creek – low risk



Upper Calera Creek

Staff Recommendation: Start/Evaluate Scope

7 Upper Penitencia Creek: Coyote Creek to Dorel Drive (E4)

Approximate Total Project Cost	\$176 M
Estimated Remaining Expenditures through 2040	\$171 M
Funding Sources	Fund 26
Current Level of Protection	< 10-year
Design Level of Protection	100-year
Additional Considerations	<ul style="list-style-type: none"> • Flood hot spot • Latest flooding in 2024



Staff Recommendation: Start/Implement Targeted Risk Reduction Measures

8 Llagas Creek-Upper: Buena Vista Ave to Llagas Road (E6)

Approximate Total Project Cost	\$394 M
Estimated Remaining Expenditures through 2040	\$100 M
Funding Sources	Fund 12, Fund 26, State, & NRCS Grant
Current Level of Protection	2-10 year
Design Level of Protection	100 year
Additional Considerations	<ul style="list-style-type: none"> • Project is currently in construction • Addresses known flood hot spots • NRCS Grant

Staff Recommendation: Continue

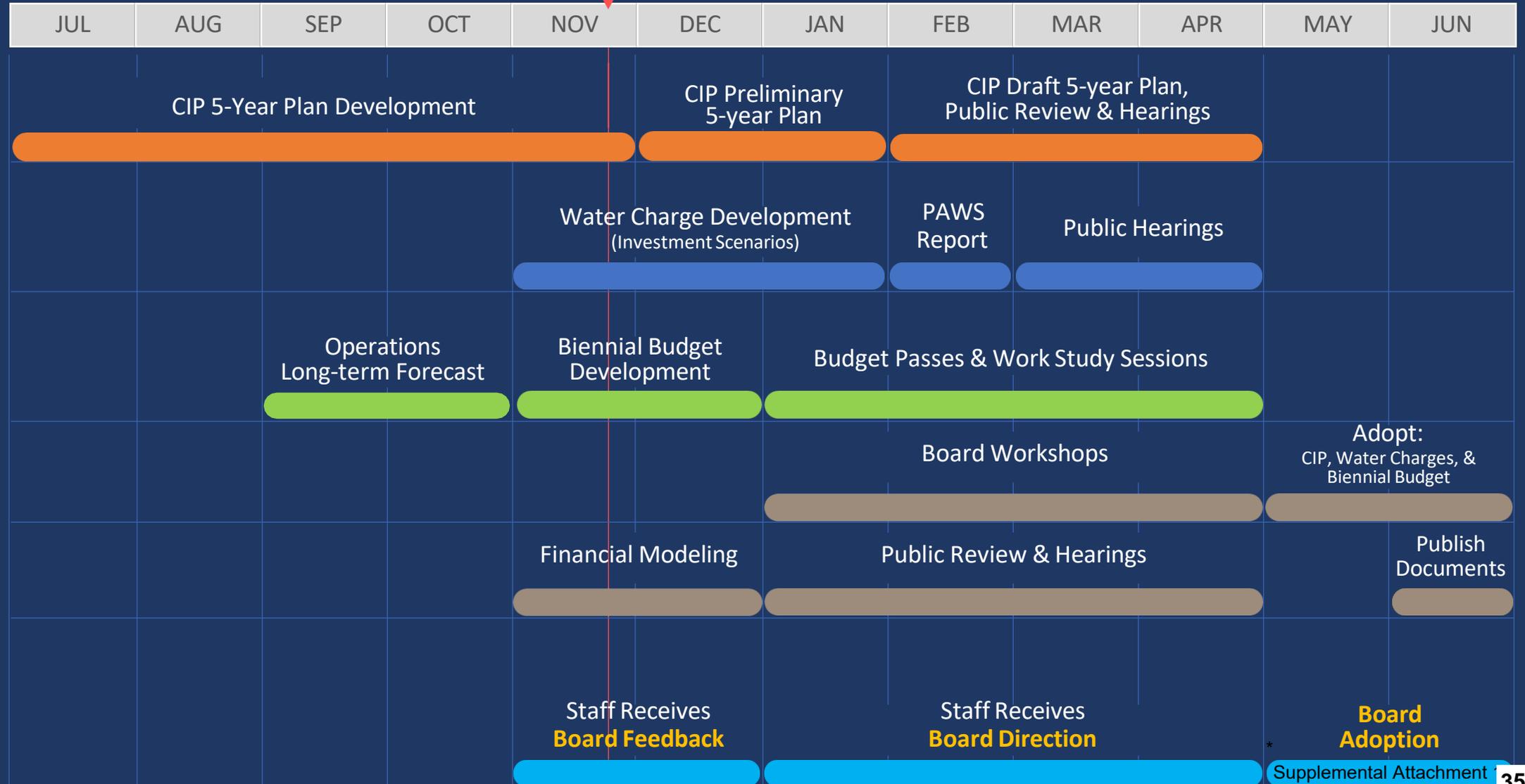
Summary

Project	Risk	Construction Ready?	External Funds	Recommendation
Coyote Creek: Montague Expressway to Tully Road (E1)	High	✓	✓	Continue
Guadalupe River-Upper: 280 to Blossom Hill Road (E8)	High		✓	Continue USACE Partnership
Sunnyvale East and West Channel (E2)	High	✓	✓	Continue
Upper Penitencia Creek: Coyote Creek to Dorel Drive (E4)	High			Start/Implement Targeted Risk Reduction Measures
Llagas Creek-Upper: Buena Vista Ave to Llagas Rd (E6)	High	✓	✓	Continue
San Francisco Bay Shoreline, EIA 11 (Phase 1) (E7)	Low	✓	✓	Continue Design/ Delay Reach 4-5 Construction
Lower Guadalupe River Capacity Restoration Project	Low			Re-Evaluate Scope
Berryessa Creek: Lower Penitencia Creek to Calaveras Blvd,. Ph3 (E3)	Low			Start/Evaluate Scope

*Supplemental Attachment 1

ANNUAL CIP, BIENNIAL BUDGET & WATER CHARGES DEVELOPMENT TIMELINE

We are here



* Supplemental Attachment

Discussion and Questions



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Santa Clara Valley Water District

File No.: 25-0992

Agenda Date: 11/25/2025
Item No.: 10.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approve Amendment No. 5 to the Standard On-Call Consultant Agreement A4382G, CAS File No. 5095 with PMA Consultants, LLC to Provide On-Call Third-Party Internal Auditor Services, Increasing the Not-to-Exceed Fee by \$600,000 for a Revised Total Not-to-Exceed Fee of \$1,300,000.

RECOMMENDATION:

Approve Amendment No. 5 to the Standard On-Call Consultant Agreement A4382G, CAS File No. 5095 with PMA Consultants, LLC to provide On-Call Third-Party Internal Auditor Services for the audit and advisory services to the Internal Audit Program, increasing the Not-to-Exceed Fee by \$600,000 for a revised Total Not-to-Exceed Fee of \$1,300,000.

SUMMARY:

Execution of Amendment No. 5 will result in an increase of the Agreement Not-to-Exceed Fee by \$600,000 for a revised total Not-to-Exceed Fee of \$1,300,000.

Project Background and Previous Actions

On July 27, 2020, the Chief Executive Officer approved a consultant agreement with PMA Consultants, LLC, (Consultant) to perform on-call Third-party Internal Auditor Services, as needed, for a not-to-exceed fee of \$225,000 for a two (2) year term with the option to extend for up to one one-year term.

On June 14, 2022, the Board approved Amendment No. 1 to Agreement No. A4382G, which extended the Agreement term to July 27, 2023, and increased the not-to-exceed fee by \$175,000 for a revised total not-to-exceed fee of \$400,000.

On March 6, 2023, the Deputy Administrative Officer for the General Services Division approved Amendment No. 2, to extend the Agreement term to a five (5) year term from July 27, 2023, to July 27, 2025. The term extension was executed due to the fact that certain onsite audit services were delayed due to COVID-19 restrictions until 2022.

On January 23, 2024, the Board approved Amendment No. 3 to Agreement No. A4382G, to increase

the not-to-exceed fee by \$150,000 for a revised total not-to-exceed fee of \$550,000.

On September 24, 2024, the Board approved Amendment No. 4 to Agreement No. A4382G, which extended the term to July 31, 2027, and increased the not-to-exceed fee by \$150,000 for a revised total not-to-exceed fee of \$700,000. (Note: for purposes of transparency, due to clerical errors, Amendment No. 4 and its corresponding Board Agenda Memorandum (Attachment 2) incorrectly identified the Agreement term end date prior to the execution of Amendment 4. The previous end date, as established in Amendment 2, was July 27, 2025.)

Consultant's Work Performed to Date

To date, Santa Clara Valley Water District (Valley Water) has issued the Consultant a total of seven (7) task orders. Ninety-nine percent (99%) of the approved not-to-exceed fee of \$700,000 has been allocated.

Staff Management of Consultant's Agreement

Staff has been actively monitoring and managing the Consultant's performance to ensure quality deliverables are produced on time and within budget. Progress meetings have been conducted periodically with the Consultant to assess progress of the projects. Valley Water also performs a QA/QC review of all deliverables received from the Consultant for compliance with project scope, budget and schedule.

As generally required in all Valley Water consultant agreements, Consultant is required to submit detailed monthly progress/status reports with their invoices. These reports are scrutinized by Valley Water staff before approval of any payment to Consultant.

Staff recommends approval of Amendment No. 5 to Agreement No. A4382G to increase the fee by \$600,000 for a total revised Not-to-Exceed Fee of \$1,300,000, and to enable PMA Consultants, LLC to continue to provide on-call third-party internal auditor services through the end of the agreement term on July 31, 2027.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice Impacts associated with this item.

FINANCIAL IMPACT:

Execution of Amendment No. 5 will result in an increase of the Agreement not-to-exceed amount by \$600,000 for a total revised Not-to-Exceed Fee of \$1,300,000. No funds will be encumbered at this time. On-call services will be charged in accordance with each approved task order to budgeted funds from the appropriate project. There are adequate funds in the project's FY 2025-26 Budget to pay expenditures for anticipated services for this fiscal year. Funds to cover subsequent fiscal year services will be recommended by staff as part of the biennial budget process or through budget adjustments.

CEQA:

The recommended action to approve the Agreement does not constitute a project under the California Environmental Quality Act (CEQA) because it does not have the potential to result in direct or reasonably foreseeable indirect physical change to the environment.

ATTACHMENTS:

Attachment A: Gov. Code § 84308
Attachment 1: Amendment No. 5
Attachment 2: Amendment No. 4
Attachment 3: Amendment No. 3
Attachment 4: Amendment No. 2
Attachment 5: Amendment No. 1
Attachment 6: Original Agreement

UNCLASSIFIED MANAGER:

Darin Taylor, 408-630-3068

Attachment A
Government Code §84308

Approve Amendment No. 5 to Agreement No. A4382G with PMA Consultants, LLC, to provide On-Call Third-Party Auditing Services, for a total revised Not-to-Exceed Fee of \$1,300,000.

List of Parties and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
PMA Consultants, LLC	W. Michael Brown	Managing Director	4251 Kipling Street, Ste. 230 Wheatridge, CO 80033

List of Participants and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
Colorado Independent Consultants Network, LLC	John Olenberger	Auditor	8100 East 32 nd Avenue Denver, CO 80238
Tanner Pacific, Inc.	John Mahoney	Lead Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074

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**AMENDMENT NO. 5 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

This Amendment No. 5 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4382G (Agreement) dated July 27, 2020, Amendment No. 1 dated June 14, 2022, Amendment No. 2 dated March 6, 2023, Amendment No. 3 dated January 23, 2024, and Amendment No. 4 dated September 24, 2024 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and PMA CONSULTANTS, LLC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Third Party Internal Auditor services; and

WHEREAS, the Parties desire to increase the Not-To-Exceed fee to provide funds for Consultant to continue performing on-call third-party internal auditor services for the audit and advisory services to the Internal Audit Program and to make administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement, District and Consultant hereby agree to amend the Agreement as follows:

1. Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedule and Attachments, is amended to state as follows:

“23. Schedules and Attachments

Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule OC - Fees and Payments (REVISED)
Revised Attachment Two to Schedule OC - Schedule of Completion (UNCHANGED)
Attachment Three to Schedule OC - Consultant’s Key Staff and Subconsultants (REVISED)
Attachment Four to Schedule OC - Reference Materials (UNCHANGED)”

2. Revised Schedule OC, Attachment One, Fees and Payments, subsection 1. is amended to state as follows:

“1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$1,300,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.”**

**AMENDMENT NO. 5 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

3. Revised Schedule OC, Attachment One, Fees and Payments, Hourly/Unit Rate Schedule. is amended to state as follows on the next page:

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 5 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

“

CLASSIFICATION/STAFF	HOURLY/UNIT RATE YEAR 1 Effective 7/27/20	HOURLY/UNIT RATE YEAR 2	HOURLY/UNIT RATE YEAR 3	HOURLY/UNIT RATE YEAR 4 Effective 3/6/23	HOURLY/UNIT RATE YEAR 5	HOURLY/UNIT RATE YEAR 6 Effective 1/10/25	HOURLY/UNIT RATE YEAR 7
Consultant(s): PMA Consultants , LLC							
Lead Auditor, Mike Brown	\$274	\$281	\$288	\$297	\$306	\$314	\$322
Lead Auditor, Angel Ripepi	---	---	---	---	---	\$324	\$334
Lead Auditor, Andrew Chattaway	---	---	---	---	---	\$324	\$334
Lead Auditor, Christine Beckwith	---	---	---	---	---	\$277	\$285
Team Auditor, Ezra Mitchell	---	---	---	---	---	\$195	\$201
Team Auditor, Matt Helner	---	---	---	---	---	\$201	\$207
Team Auditor, Jim Bergman	---	---	---	---	---	\$208	\$214
Team Auditor, Sean Hashemian	---	---	---	---	---	\$255	\$263
Subconsultant(s): Colorado Independent Consultants Network, LLC							
Team Auditor	\$165	\$169	\$173	\$179	\$185	\$242	\$248
Subconsultant(s): Tanner Pacific, Inc.							
Lead Auditor, John Mahoney	\$285	\$292	\$299	\$308	\$318	\$326	\$335
Lead Auditor, EJ Shalaby	---	---	---	---	---	\$289	\$298
Lead Auditor, Jonathan Tristao	---	---	---	---	---	\$272	\$280
Lead Auditor, Youseff Elkassis	---	---	---	---	---	\$247	\$254
Lead Auditor, Alfred Pedroza,	---	---	---	---	---	\$329	\$338
Auditor, Ben Pare	---	---	---	---	---	\$147	\$152
Auditor, Claudia Guiliana	---	---	---	---	---	\$198	\$204
Auditor, Andre Belanich	---	---	---	---	---	\$205	\$211
Auditor, Frederick Ghosn	---	---	---	---	---	\$225	\$232

“

**AMENDMENT NO. 5 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

4. Attachment Three to Schedule OC, Consultant’s Key Staff and Subconsultants is amended to state as follows:

“1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Mike Brown	Managing Director	Lead Auditor/ Project Manager	4251 Kipling Street, Ste. 230 Wheatridge, CO 80033 mbrown@pmaconsultants.com (702) 624-2401
Angel Ripepi		Lead Auditor	4251 Kipling Street, Ste. 230 Wheatridge, CO 80033 aripepi@pmaconsultants.com
Andrew Chattaway		Lead Auditor	4251 Kipling Street, Ste. 230 Wheat Ridge, CO 80033 achattaway@pmaconsultants.com
Christine Beckwith		Lead Auditor	4251 Kipling Street, Ste. 230 Wheat Ridge, CO 80033 cbeckwith@pmaconsultants.com
Ezra Mitchell		Auditor	4251 Kipling Street, Ste. 230 Wheatridge, CO 80033 emitchell@pmaconsultants.com
Matt Helner		Auditor	4251 Kipling Street, Ste. 230 Wheat Ridge, CO 80033 mhelner@pmaconsultants.com
Jim Bergman		Auditor	4251 Kipling Street, Ste. 230 Wheat Ridge, CO 80033 jbergman@pmaconsultants.com
Sean Hashemian		Auditor	4251 Kipling Street, Ste. 230 Wheat Ridge, CO 80033 shashemian@pmaconsultants.com

2. The following Subconsultants are authorized to perform Services on this Agreement:

Firm	Team Member	Project Role	Contact Information
Tanner Pacific, Inc.	John Manoney	Lead Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 jmahoney@tannerpacific.com (605) 585-4484
Tanner Pacific, Inc.	EJ Shalaby	Lead Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 eshalaby@tannerpacific.com

**AMENDMENT NO. 5 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

Tanner Pacific, Inc.	Jonathan Tristao	Lead Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 jtristao@tannerpacific.com
Tanner Pacific, Inc.	Youseff Elkassis	Lead Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 yelkassis@tannerpacific.com
Tanner Pacific, Inc.	Alfred Pedroza	Lead Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 apedroza@tannerpacific.com
Tanner Pacific, Inc.	Ben Pare	Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 bpere@tannerpacific.com
Tanner Pacific, Inc.	Claudia Guiliana	Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 cgiuliano@tannerpacific.com
Tanner Pacific, Inc.	Andre Belanich	Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 abelanich@tannerpacific.com
Tanner Pacific, Inc.	Frederick Ghosn	Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 fghosn@tannerpacific.com
Colorado Independent Consultants Network, LLC	John Olenberger	Auditor	8100 East 32nd Avenue Denver, CO 80238 jolenberger@cicn.biz (303) 333-8989
Colorado Independent Consultants Network, LLC	Andre Fall	Auditor	8100 East 32nd Avenue Denver, CO 80238 afall@cicn.us

5. All other terms and conditions of the Agreement A4382G, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 not otherwise amended as stated herein remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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**AMENDMENT NO. 5 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT A4382G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

Candice Kwok-Smith
Clerk, Board of Directors

PMA CONSULTANTS, LLC.
Consultant

DocuSigned by:
By: W. Michael Brown
W. Michael Brown
Managing Director

Date: 11/13/2025

Consultant's Address:
4251 Kipling Street, Ste. 230
Wheat Ridge, CO 80033

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**AMENDMENT NO. 4 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

This Amendment No. 4 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4382G (Agreement) dated July 27, 2020, Amendment No. 1 dated June 14, 2022, Amendment No. 2 dated March 6, 2023 and Amendment No. 3 dated January 23, 2024 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and PMA CONSULTANTS, LLC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Third Party Internal Auditor services; and

WHEREAS, the Agreement currently expires on July 23, 2025; and

WHEREAS, the Parties desire to extend the term and to increase the Not-To-Exceed fee to provide funds for Consultant to continue performing on-call third-party internal auditor services for the audit and advisory services to the Internal Audit Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement, District and Consultant hereby agree to amend the Agreement as follows:

1. Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedules and Attachments, is amended to state as follows:

“23. Schedules and Attachments

Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule OC - Fees and Payments (REVISED)
 Revised Attachment Two to Schedule OC - Schedule of Completion (REVISED)
 Attachment Three to Schedule OC - Consultant’s Key Staff and Subconsultants (UNCHANGED)
 Attachment Four to Schedule OC - Reference Materials (UNCHANGED)”

2. Revised Schedule OC, Attachment One, Fees and Payments, subsection 1. is amended to state as follows:

“1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$700,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by

**AMENDMENT NO. 4 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**"

3. Attachment Two to Schedule OC, Schedule of Completion, Section 2. is amended to state as follows:

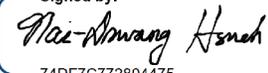
"2. This Agreement expires on July 31, 2027 unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties."

4. Appendix Four, Insurance Requirements is amended as set forth in Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.

5. All other terms and conditions of the Agreement A4382G, Amendment No. 1, Amendment No. 2 and Amendment No. 3 not otherwise amended as stated herein remain in full force and effect.

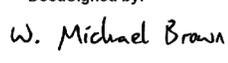
IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT A4382G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

Valley Water
Signed by:
By: 
74DF7C772804475...
Nai Hsueh
Chair, Board of Directors

Date: September 24, 2024

PMA CONSULTANTS, LLC.

Consultant
DocuSigned by:
By: 
73148F08B71A458...
W. Michael Brown
Managing Director

Date: 9/6/2024

ATTEST:

DocuSigned by:

7E1632DBD93E40C...
Michele L. King, CMC
Clerk, Board of Directors

Consultant's Address:
8181 Arista Place, Suite 100
Broomfield, CO 80021

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**AMENDMENT NO. 4 TO AGREEMENT A4382G
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Revised Appendix Four Insurance Requirements.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District" or "Valley Water"), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Revised Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Revised Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to email the Valley Water Risk Manager at: RiskManager@valleywater.org

Certificates of Insurance

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to: valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. A4382G / CAS No. 5095**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 4 TO AGREEMENT A4382G
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

Renewal of Insurance

Consultant will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. A4382G / CAS No. 5095**

IMPORTANT: The agreement or CAS number must be included.

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

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**AMENDMENT NO. 4 TO AGREEMENT A4382G
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Required Coverages

1. Commercial General/Business Liability Insurance with coverage as indicated:

\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$1,000,000 per claim/ **\$1,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

**AMENDMENT NO. 4 TO AGREEMENT A4382G
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

**AMENDMENT NO. 4 TO AGREEMENT A4382G
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**AMENDMENT NO. 4 TO AGREEMENT A4382G
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Professional Liability:	A.	Limits (\$1,000,000)	
	B.	Cancellation Endorsement	

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AMENDMENT NO. 3 TO AGREEMENT A4382G AGMT: A4382Gc FILE: 5095
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4382G (Agreement) dated July 27, 2020, Amendment No. 1 dated June 14, 2022, Amendment No. 2 dated March 6, 2023 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and PMA CONSULTANTS, LLC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional on-call third-party internal auditor services to support Valley Water; and

WHEREAS, the Parties desire to increase the Not-To-Exceed fee to provide funds for Consultant to continue performing on-call third-party internal auditor services for the audit and advisory services to the Internal Audit Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement, District and Consultant hereby agree to amend the Agreement as follows:

1. Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedules and Attachments, is amended to state as follows:

“23. Schedules and Attachments

Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule OC - Fees and Payments (REVISED)
 Revised Attachment Two to Schedule OC - Schedule of Completion (UNCHANGED)
 Attachment Three to Schedule OC - Consultant’s Key Staff and Subconsultants (UNCHANGED)
 Attachment Four to Schedule OC - Reference Materials (UNCHANGED)”

2. Revised Schedule OC, Attachment One, Fees and Payments, subsection 1. is amended to state as follows:

“1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$550,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.”**

**AMENDMENT NO. 3 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

3. All other terms and conditions of the Agreement A4382G, Amendment No. 1, and Amendment No. 2 not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A4382G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

Valley Water
DocuSigned by:

By: 
74DF7C772804475...
NAI HSUEH
Chair, Board of Directors

Date: 1/23/2024

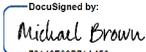
ATTEST:

DocuSigned by:

7E1632DBD93E40C...
Michele L. King, CMC
Clerk, Board of Directors

PMA CONSULTANTS, LLC.

Consultant

By: 
73148F08B71A458...
W. Michael Brown
Managing Director

Date: 12/28/2023

Consultant's Address:
8181 Arista Place, Suite 100
Broomfield, CO 80021

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**AMENDMENT NO. 2 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4382G (Agreement) dated July 27, 2020, and Amendment No. 1 dated July 14, 2022 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) hereinafter called Valley Water and PMA CONSULTANTS, LLC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional on-call third party internal auditor services to support Valley Water; and

WHEREAS, the Agreement currently expires on July 27, 2023; and

WHEREAS, the Parties desire to extend the term for Consultant to continue performing on-call third party internal auditor services; and incorporate administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement, District and Consultant hereby agree to amend the Agreement as follows:

1. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedules and Attachments, is amended to state as follows:

“23. Schedules and Attachments. Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule OC - Fees and Payments (REVISED)
 Revised Attachment Two to Schedule OC - Schedule of Completion (REVISED)
 Attachment Three to Schedule OC - Consultant’s Key Staff and Subconsultants (UNCHANGED)
 Attachment Four to Schedule OC - Reference Materials (UNCHANGED)”

2. Attachment One to Schedule OC, Fees and Payments, subsection 1. is amended to state as follows:

HOURLY/UNIT RATE SCHEDULE

CLASSIFICATION/ STAFF	FY21	FY22	FY23	FY24	FY25
Consultant: PMA Consultants LLC					
Lead Auditor	\$274	\$281	\$288	\$297	\$306
Subconsultant(s): Colorado Independent Consultants Network, LLC					
Team Auditor	\$165	\$169	\$173	\$179	\$185
Subconsultant(s): Tanner Pacific, Inc.					
Lead Auditor	\$285	\$292	\$299	\$308	\$318

**AMENDMENT NO. 2 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

3. Attachment Two to Schedule OC, Schedule of Completion, subsection 2. is amended to state as follows:

“2. This Agreement expires five years, from the effective date of the original agreement.

4. All other terms and conditions of the Agreement A4382G, Amendment No. 1 not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A4382G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

District DocuSigned by:

By: Tony Ndah, P.E.
Tony Ndah, P.E.
Deputy Administrative Officer
General Services Division

Date: 3/6/2023

PMA CONSULTANTS, LLC.

Consultant DocuSigned by:

By: Michael Brown
W. Michael Brown
Managing Director

Date: 3/3/2023

Consultant's Address:
60 S. Market Street
San Jose, CA 95113

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**AMENDMENT NO. 1 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4382G (Agreement) dated July 27, 2020, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) hereinafter called Valley Water and PMA CONSULTANTS, LLC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional on-call third party internal auditor services to support Valley Water; and

WHEREAS, the Agreement currently expires on July 27, 2022; and

WHEREAS, the Parties desire to increase the not-to-exceed fee to provide funds and extend the term for Consultant to continue performing on-call third party internal auditor services; to update the Standard On-Call Consultant Agreement language; and incorporate administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement, District and Consultant hereby agree to amend the Agreement as follows:

1. The Agreement, Standard On-Call Consultant Agreement, Section Eleven, Equal Opportunity, is amended to state as follows:

“1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.”

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**AMENDMENT NO. 1 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

2. Compliance with Applicable Equal Opportunity Laws

Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender."

2. The Agreement, Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedules and Attachments, is amended to state as follows:

"23. Schedules and Attachments. Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Schedule OC - Fees and Payments (REVISED)
Revised Attachment Two to Schedule OC - Schedule of Completion (REVISED)
Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants (UNCHANGED)
Attachment Four to Schedule OC - Reference Materials (UNCHANGED)"

3. Revised Schedule OC - Scope of Services, Section 1.A is amended to state as follows:

"1. REPRESENTATIVES

A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District's Project Manager.

K. Anthony Mendiola (Valley Water Project Manager)
Program Administrator
Continual Improvement Unit
Financial Planning & Management Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

**AMENDMENT NO. 1 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

Phone: (408) 630-2437
Email: amendiola@valleywater.org

Darin Taylor (Division Operating Officer)
Chief Financial Officer
Financial Planning & Management Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3068
Email: dtaylor@valleywater.org

4. Attachment One to Schedule OC, Fees and Payments, subsection 1. is amended to state as follows:

“1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$400,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.”**

5. Attachment Two to Schedule OC, Schedule of Completion, subsection 2. is amended to state as follows:

“2. This Agreement expires on July 27, 2023, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.”

6. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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**AMENDMENT NO. 1 TO AGREEMENT A4382G
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND PMA CONSULTANTS, LLC.**

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4382G
THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

SANTA CLARA VALLEY WATER DISTRICT

Valley Water
DocuSigned by:

By: John L. Varela
F600AB219490464...
JOHN L. VARELA
Chair Pro Tem
Board of Directors

Date: June 14, 2022

PMA CONSULTANTS, LLC.

Consultant
DocuSigned by:

By: W. Michael Brown
73148F08B71A458...
W. Michael Brown
Managing Director

Date: 5/5/2022

ATTEST:

DocuSigned by:

Michele L. King
7E1632DBD93E40C...
Michele L. King, CMC
Clerk, Board of Directors

Consultant's Address:
8181 Arista Place, Suite 100
Broomfield, CO 80021

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STANDARD ON-CALL CONSULTANT AGREEMENT

(For Administrative (General) Consultant Agreements)

Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), PMA CONSULTANTS, LLC, a Michigan limited liability company (Consultant), individually the Party or collectively the Parties.

WHEREAS, Valley Water desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, Valley Water and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule, Scope of Services, attached hereto and incorporated herein by this reference (Schedule). Valley Water may require Consultant to provide all or a portion of these services (Services) through subsequently executed task orders (Task Orders). Task Orders will be in the form of the template described in Section Twelve, subsection 13, Task Orders and in Appendix Three of the Standard On-Call Consultant Agreement, Task Order Template. These Services will be provided on an on-call basis (On-Call).

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Service described in an attached Schedule must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals.

- B. Unless the requirements for the Services described in the attached Schedule are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

C. Consultant shall not undertake any Services not described in the attached Schedule unless authorized in writing by Valley Water prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the Scope of Services.

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care.

4. Valley Water's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by Valley Water, which Valley Water determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to Valley Water.

5. Errors and Omissions

Consultant is responsible for any direct or actual damages incurred by Valley Water which Valley Water determines result from Consultant's errors or omissions in Consultant's deliverables.

6. Valley Water Standardization Requirements

Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

7. Consultant's Key Staff and Subconsultants

- A. Consultant's and firms subcontracted by the Consultant (Subconsultants) assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.
- C. Consultant may utilize Subconsultants it deems appropriate to the complexity and nature of the required Services.

- 1) Consultant must obtain Valley Water's approval of all Subconsultants. Upon Valley Water's request, Consultant must provide copies of all Subconsultant agreements.
 - 2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to Terms and Conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.
- F. Consultant will not charge Valley Water for the time it takes Consultant's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.
- G. Valley Water Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. Consultant's Subconsultants
- 1) Valley Water Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
 - 2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements, applicable to state and federal compliance with the Professional Land Surveyors Act; State and Federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that Valley Water's assistance is necessary to achieve such compliance, Consultant shall promptly notify Valley Water.

- B. Consultant shall provide, at Valley Water's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, Valley Water has the right to inspect and copy any records of Consultant regarding such compliance.
- C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.
- B. Consultant shall immediately notify Valley Water in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon Valley Water's request, Consultant shall provide Valley Water with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

Consultant will perform all Services as an independent contractor and not an agent or employee of Valley Water. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such Services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of Valley Water. Except as expressly provided in this Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two Duties of Consultant, subsection 8. Compliance with All Laws.

- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, disabled access requirements as per the provisions of Section Two Duties of Consultant, subsection 8. Compliance with All Laws.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

Valley Water will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule. Valley Water will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in an executed Task Order or at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes and has submitted to Valley Water each deliverable as per an executed Task Order. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.

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- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

Valley Water will facilitate access to Valley Water facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule will be based on hourly rates within the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services. All Service requests will be made by Valley Water on an as-needed basis, subject to future Task Order(s) executed by Valley Water and Consultant.
- B. It is understood and agreed that this total is an estimate, and that the actual amount of Services requested by Valley Water may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.
- C. Attachment One to the Scope of Services, Fees and Payments, sets forth the hourly rates and fixed fee amounts, if any, for Services Consultant may perform pursuant to an executed Task Order.
- D. Services to be performed pursuant to a Task Order will commence only after written approval from Valley Water Project Manager.
- E. Notwithstanding any other provision of this Agreement, Valley Water agrees to pay Consultant in accordance with the terms set forth in an executed Task Order. Consultant represents and warrants that the amounts charged to Valley Water for Services do not exceed the amounts normally charged by Consultant to other customers for similar Services.

- F. Upon the written approval of Valley Water Project Manager referenced herein, the Services described in a Task Order task may be reduced or eliminated.
- G. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Invoices

- A. Consultant's invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services and executed Task Orders; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) A description of the site where Services were performed, if applicable;
 - 4) The name of Valley Water staff requesting Services
 - 5) The dates when Services were performed;
 - 6) Other direct charges and reimbursable expenses by Task Order task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Task Order not-to-exceed fees as stated in Attachment One to Schedule, Fees and Payments; and/or Task Orders;
 - 8) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order; and
 - 9) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.

C. Notwithstanding language to the contrary in an executed Task Order, the Consultant must invoice Valley Water for a Task Order within 30 calendar days of Valley Water accepting the deliverables of that Task Order.

D. Consultant shall send all invoices to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670

E. Consultant must also ensure that each invoice contains the following information:

- 1) Agreement Number;
- 2) Task Order Number;
- 3) Full Legal Name of Consultant/Firm;
- 4) Payment Remit-to Address;
- 5) Invoice Number;
- 6) Invoice Date (the date invoice is mailed); and
- 7) Beginning and end date for billing period that services were provided.

F. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in Attachment A to the Task Order(s). Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

G. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

H. Valley Water may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item. Consultant and Valley Water Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by the Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the Dispute pursuant to Appendix Two to the Standard On-Call Consultant Agreement, Dispute Resolution.

- I. Consultant's Services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages [NOT USED]

4. Retention [NOT USED]

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in the Scope of Services of an executed Task Order upon receipt of the Task Order Notice to Proceed (NTP) issued by Valley Water.

2. Task Order Schedule

Consultant will perform and complete the Services in accordance with the schedule (Schedule) as described in each Task Order. Consultant will coordinate Services with Valley Water to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.

3. Project Delays

Consultant will make all reasonable efforts to comply with the Schedule as stated in a Task Order. In the event the Task Order Schedule will be delayed, Consultant will notify Valley Water Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant will be delayed in performance of its Services by circumstances beyond its control, Valley Water may, at its discretion, grant a reasonable adjustment in the Schedule.

4. Changes to the Schedule.

Valley Water Project Manager and Consultant may agree to modify the Schedule specified for Consultant's performance in an executed Task Order as an administrative modification to the Task Order and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination.

No Task Order will be written which extends beyond the expiration date of this Agreement. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be performed and completed within the Term of this Agreement. Uncompleted and/or unfinished Task Orders will co-terminate with this Agreement.

2. Valley Water Rights

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3 Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for Services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation upon Termination or Suspension

In the event of termination of this Agreement or any Task Order, or suspension of Services by Valley Water, Consultant shall receive compensation based on satisfactory performance, accepted by Valley Water, as follows:

- A. Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination;
- B. Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination; and
- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

The Terms and Conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution, as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard On-Call Consultant Agreement, Appendix Four Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard On-Call Consultant Agreement, Appendix Four Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant including computer programs and media developed by the Consultant to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to provide services on other projects of or for its other clients.

2. Reuse of Instruments of Service

If Valley Water desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which Valley Water has already paid Consultant, Valley Water will release Consultant from any liability incurred by Valley Water from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, through, and between Valley Water and Consultant that may be relied upon are limited to printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished are only for the mutual convenience of the Parties.

4. Computer-Generated Material

Any risk of translation or reliance on information obtained or derived from computer-generated material is at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer program or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be “work for hire” according to the copyright laws of the United States and the copyright belongs to Valley Water.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. Valley Water makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

The Santa Clara Valley Water District is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

The Consultant’s policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, “Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations,” Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections §503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and 1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by Valley Water. Valley Water will refer complaints in writing and Consultant will advise Valley Water in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule Attachments to the Schedule, and all executed Task Orders, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and its executed Task Orders incorporated herein by this reference hereto and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
 - 3) Submission by Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
 - 4) Submission by Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule, Reference Materials, if applicable;

- 5) Any other requirements that are deemed necessary by Valley Water; and
- 6) Execution of the Agreement by Valley Water.

3. No Assignment

- A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.
- B. In no event shall an assignment of any interest in this Agreement release Consultant from its duties and responsibilities as described in this Agreement nor shall Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that Valley Water policy prohibits the acceptance by Valley Water personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to Valley Water.

6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley Water with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager Consultant and its Subconsultants shall execute Valley Water's most current Non-Disclosure Agreement in effect at that time.

- F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from Valley Water. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
 - 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.

- 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a change to their disclosure information.
- 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during Valley Water's annual filing season, as determined by Valley Water;
- 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code).
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Gov. Code §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s) and subcontractor(s) employee(s) from the Project and provide a replacement acceptable to Valley Water.
- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see the Standard On-Call Consultant Agreement, Appendix Three Task Order Template). The proposed Task Order must identify the following:
 - 1) Description of the services, including deliverables;

- 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard On-Call Consultant Agreement, Appendix One Additional Legal Terms (Appendix One), and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.
- D. Prevailing Wage Requirements: **[NOT USED]**

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications [NOT USED]

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16. Taxes and Benefits

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

17. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

18. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives of Valley Water and Consultant at their respective addresses as follows:

VALLEY WATER:

Deputy Officer, as listed in section 1. Representatives, of the attached Schedule, Scope of Services.

CONSULTANT:

Consultant Principal Officer, as listed in section 1. Representatives, of the attached Schedule, Scope of Services.

19. No Third-Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

20. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

21. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. Valley Water is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of Valley Water to appropriate funds for purposes of this Agreement.

22. Appendices

Standard On-Call Consultant Agreement, and the following listed Appendices incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution **[NOT USED]**
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

23. Schedule and Attachments

Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

(SIGNATURES FOLLOW NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

PMA CONSULTANTS LLC
Consultant

DocuSigned by:
By: Rick L. Callender
Rick L. Callender, Esq.
Chief Executive Officer

DocuSigned by:
By: Michael Brown
W. Michael Brown
Managing Director

Date: 7/27/2020

Date: 7/10/2020

Consultant's Address:

8181 Arista Place, Suite 100
Broomfield, CO 80021

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**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal:

- A. For any agreement to be awarded for any project that is related to the services provided pursuant to this Agreement; **[NOT USED]**
- B. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution [NOT USED]

3. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 40% or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water's Project Manager unless delegated to the Unit Manager.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

NOT USED

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**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard On-Call Consultant Agreement _____ (Agreement) by and between the Santa Clara Valley Water District (Valley Water) and _____ (Consultant), dated _____.

Valley Water: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed \$ _____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard On-Call Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
 - D. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule, Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

On-Call Third Party Internal Auditor
Standard On-Call Consultant Agreement for Admin-Gen
Ver. 7/06/2020

CAS File No. 5095

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

- 5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
- 6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
- 7. Prevailing Wage Requirements **[NOT USED]**

8. Signatures:

Signature:

[NAME OF CONSULTANT FIRM]	DATE
[PRINT NAME]	
[PRINT TITLE]	

Signature:

SANTA CLARA VALLEY WATER DISTRICT	DATE
[PRINT NAME]	
[PRINT TITLE]	

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**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. Valley Water will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Appendix IV insurance requirement.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("Valley Water"), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein.

In addition to certificates, Consultant must furnish Valley Water with copies of all original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by Valley Water before the Agreement is executed.** In the event of a claim or dispute, Valley Water has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix insurance document.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, Valley Water Risk Manager at (408) 630-2213.

Certificates of Insurance

Consultant shall furnish Valley Water with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Contract Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5095**

On-Call Third Party Internal Auditor
Standard On-Call Consultant Agreement for Admin-Gen
Ver. 7/06/2020

CAS File No. 5095

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

IMPORTANT: The agreement or CAS number must be included.

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. Valley water agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Consultant receives any notice that any of the insurance policies required by this Appendix IV Insurance may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated Valley Water Contract Administrator that such insurance policy required by this Appendix IV Insurance is canceled or coverage is reduced.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, Valley Water, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

Renewal of Insurance

Consultant will provide Valley Water with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to valleywater@ebix.com.

Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5095**

IMPORTANT: The agreement or CAS number must be included.

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Required Coverages

- 1. Commercial General/Business Liability Insurance** with coverage as indicated:
\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

- 2. Business Auto Liability Insurance** with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

- 3. Professional/Errors and Omissions Liability** with coverage as indicated:

\$1,000,000 per claim/ **\$1,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

- 4. Workers' Compensation and Employer's Liability Insurance**

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by Valley Water. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of Valley Water must not be deemed to release or limit any liability of Consultant. Damages recoverable by Valley Water for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Professional Liability:	A.	Limits (\$1,000,000)	
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**SCHEDULE OC
ON-CALL SCOPE OF SERVICES**

1. Representatives

- A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water must be addressed to Valley Water's Project Manager (VWPM).

Felicia Hernandez (Valley Water Project Manager)
Supervising Program Administrator
Continual Improvement Unit
Financial Planning & Management Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3787
Email: fhernandez@valleywater.org

Darin Taylor (Division Operating Officer)
Chief Financial Officer
Financial Planning & Management Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3068
Email: dtaylor@valleywater.org

- B. The Consultant's Project Manager is as listed below. All Valley Water questions and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

W. Michael Brown (Consultant Project Manager)
PMA Consultants LLC
Managing Director
8181 Arista Place, Suite 100
Broomfield, CO 80021

Phone: (702) 624-2401
Email: mbrown@pmaconsultants.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

W. Michael Brown (Consultant Principal Officer)
PMA Consultants LLC
Managing Director

SCHEDULE OC ON-CALL SCOPE OF SERVICES

8181 Arista Place, Suite 100
Broomfield, CO 80021

Phone: (702) 624-2401

Email: mbrown@pmaconsultants.com

2. Scope of Services

This objective of this Agreement for on-call Services is for Consultant to perform **On-Call Third Party Internal Auditor** (Project).

3. Project Objectives

- A. The Consultant will provide audit and advisory services to the Internal Audit Program in fulfilling its duties, responsibilities, and functions.
- B. The On-Call consultant will assess operational risks and provide recommendations for continual improvement and conduct audits to ensure Valley Water is in compliance with its policies, procedures, and regulations.

4. Project Background

- A. Valley Water manages an integrated water resources system that includes the supply of clean, safe water; flood protection; and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. The Internal Audit Program provides for the development and continual improvement of Valley Water's Quality and Environmental Management System (QEMS). Internal audits are required as part of maintaining Valley Water's QEMS and regularly performed to: assess conformity to ISO 9001 and ISO 14001 requirements; assess conformity to Valley Water processes and policies; continually identify and guide improvements to Valley Water operations and performance; and provide feedback to management to evaluate the effectiveness of the QEMS.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files

SCHEDULE OC ON-CALL SCOPE OF SERVICES

etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 2 (two) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to Consultant. The comments provided by Valley Water staff during the workshops will be documented by Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the Valley Water Project Manager (PM) will provide Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

B. Consultant Responsibility. Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in section 3, Project Objectives.

- 1) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by Valley Water.
- 2) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

C. Project-Specific Assumptions and Requirements

1. The Consultant will conduct Valley Water-wide internal adhoc audits and audit the Quality Environmental Management System (QEMS). Note: the QEMS is based on International Organizations of Standardization (ISO) ISO 9001 Quality and ISO

SCHEDULE OC ON-CALL SCOPE OF SERVICES

14001 Environmental Management Systems. The QEMS is an integrated system of ISO 9001 Quality and ISO 14001 Environmental management systems.

6. Scope of Services Tasks

The On-Call Scope of Services will generally include, but is not limited to the following:

Task 1 - Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fees limit stated in Attachment One to Schedule OC, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule OC, Schedule of Completion, while ensuring that all services and deliverables by Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

Consultant will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

1.2 Project Work Plan

1.2.1 Consultant will prepare a Project Work Plan in accordance with this Scope of Services.

1.2.2 The Project Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.

1.2.3 The Project Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

1.3 Progress Meeting and Workshops

Valley Water and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to VWPM approval, will coordinate and attend periodic progress meetings and workshops with Valley

SCHEDULE OC ON-CALL SCOPE OF SERVICES

Water staff, regulatory and resource agencies, and review boards, as needed, to review, discuss and progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

1.4 One-on-One Meetings with Valley Water

The Consultant Project Manager must provide a brief update of the teams work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a meeting/conference call with the VWPM; frequency of these meetings and calls will be as directed by Valley Water.

1.5 Coordination and Communication with External Agencies

Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project activities as requested by Valley Water.

1.6 Public Outreach

If requested, the Consultant will provide support and assistance to Valley Water's public outreach activities and will relate to coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and performing other tasks as directed by the VWPM.

1.7 Project-Specific Sub-Tasks

1.7.1 Additional Review Meetings

Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the tasks.

Task 1 - Deliverables

1. Project Work Plan
2. Meeting Agendas, Minutes, and Presentations
3. Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at Valley Waters' discretion

Task 2 - General Audit Services

- 2.1 Provide advice and recommendations on audits of government programs.
- 2.2 Develop an annual audit program, calendar, and budget.
- 2.3 Conduct audits as directed by the Internal Audit Program and Project Manager.

SCHEDULE OC ON-CALL SCOPE OF SERVICES

- 2.4 Prepare and deliver formal and informal audit reports and presentations.
- 2.5 Attend Internal Audit Program meetings and any other audit related meetings as identified by the Project Manager, as needed.
- 2.6 Meet with staff, as needed.
- 2.7 Provide additional staff resources as determined by the Internal Audit Program and Project Manager.

Task 2 - Deliverables

1. The Consultant will conduct Valley Water-wide internal adhoc audits and audit the Quality Environmental Management System (QEMS). Note: the QEMS is based on International Organizations of Standardization (ISO) ISO 9001 Quality and ISO 14001 Environmental Management Systems. The QEMS is an integrated system of ISO 9001 Quality and ISO 14001 Environmental management systems.
2. Following the completion of any audit the auditor shall issue a report that contains at a minimum: (a) an executive summary of the audit; (b) methodology and data used; (c) an evaluation of program compliance with applicable laws, regulations, voter mandates, and policies; (d) effectiveness of internal controls governing Valley Water operations and finances; (e) key or significant strength and weaknesses of programs reviewed by the auditor; and (f) recommended improvements, if any.
3. Reports will be provided in both a written and an unalterable electronic format for use by Valley Water.

Task 2 - Assumptions

1. The Consultant shall manage the Scope of Services such that the work is completed within the fixed fee limit stated in a Task Order and in accordance with the schedule and ensure that all services and deliverables meet the Internal Audit Program requirements.
2. Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. The Consultant shall perform the contract tasks and/or subtasks in accordance with the QEMS framework. As needed, Valley Water Project Manager will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

Task 3 - Supplemental Services

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, Consultant must obtain written authorization in the form of a Task Order approved by Valley Water's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, Subsection 13, Task Orders; and, Appendix Three, of the Standard Consultant Agreement, Task Order Template.

SCHEDULE OC ON-CALL SCOPE OF SERVICES

3.1 Specific examples include:

- 3.1.1 Training
- 3.1.2 Best Practices Research
- 3.1.3 Audit Charter and Guideline Development

3.2 **Additional Services.** Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 2 as Task 3 Supplemental Services, to include but not be limited to:

- 3.2.1 Additional meetings;
- 3.2.2 Additional time allotted for meetings;
- 3.2.3 Additional status/progress reports;
- 3.2.4 Additional phone conference calls;
- 3.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 3.2.6 Additional public outreach visual materials.

7. Attachments

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule OC - Fees and Payments
Attachment Two to Schedule OC - Schedule of Completion
Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants
Attachment Four to Schedule OC - Reference Materials

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**ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$225,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

2. Terms and Conditions

Payments for Services performed, as described in each Task Order, which applies to the specific Services, will be based on the following terms:

A. Valley Water will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated.

C. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses may be billed at actual cost linked to each Task Order, as approved by Valley Water's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
- 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
- 3) Travel expenses are reimbursed at actual cost. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation,

**ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS**

or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.

- 4) Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.

D. Prevailing Wage Requirements [NOT USED]

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**ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS**

HOURLY/UNIT RATE SCHEDULE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE YEAR 1	HOURLY/UNIT RATE YEAR 2	HOURLY/UNIT RATE YEAR 3
Consultant: PMA Consultants LLC			
Lead Auditor	\$274	\$281	\$288
Subconsultant(s): Colorado Independent Consultants Network, LLC			
Team Auditor	\$165	\$169	\$173
Subconsultant(s): Tanner Pacific, Inc.			
Lead Auditor	\$285	\$292	\$299

NOTE: ¹ – Hourly rates as detailed in 2.B. of this Attachment One to the Schedule OC Fees and Payment.

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**ATTACHMENT TWO TO
SCHEDULE OC
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **24 months** from the Effective Date with one one-year renewal option that maybe exercised at the sole discretion of Valley Water. The exercise of the option must be in the form of a written amendment signed by both Parties. Any such amendment should address any changes to the Total Authorized Finding.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Agreement, and will confirm such modification in writing.

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**ATTACHMENT THREE TO
SCHEDULE OC
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Mike Brown	Managing Director	Lead Auditor/Project Manager	8181 Arista Place, Suite 100 Broomfield, CO 80021 E: mbrown@pmaconsultants.com P: (702) 624-2401

2. The following Subconsultants are authorized to perform Services on the Agreement:

Firm	Team Member	Project Role	Contact Information
Colorado Independent Consultants Network, LLC	Cheryl Ward	Auditor	8100 East 32nd Avenue Denver, Colorado 80238 E: cward@cicn.biz
Colorado Independent Consultants Network LLC	John Olenberger	Auditor	8100 East 32 nd Avenue Denver, Colorado 80238 E: jolenberger@cicn.biz P: (303) 333-8989
Tanner Pacific, Inc.	John Mahoney	Lead Auditor	751 Laurel Street, Suite 609 San Carlos, CA 94074 E: jmahoney@tannerpacific.com P: (605) 585-4484

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**ATTACHMENT FOUR TO
SCHEDULE OC
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	ISO 9001 and 14001 standards (To be provided after award)

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Santa Clara Valley Water District

File No.: 25-1011

Agenda Date: 11/25/2025
Item No.: *10.2.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

CEO and Chiefs' Reports.

ATTACHMENTS:

- *Handout 10.2-A: Communications Activities
- *Handout 10.2-B: Civic Engagement Update
- *Handout 10.2-C: Storm Report

SUMMARY FOR OCTOBER 2025

Office of Communications Activities



RINCONADA WATER TREATMENT PLANT PUBLIC MEETING



Participants take a brief tour of the construction site from the upper deck of the Rinconada Water Treatment Plant.

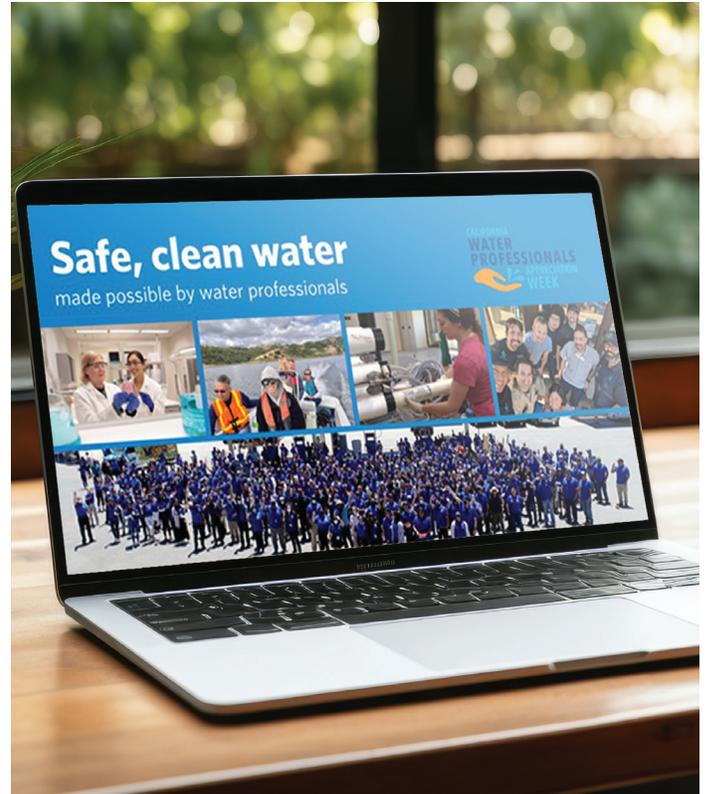
On Oct. 21, Valley Water held its biannual community meeting on the Rinconada Water Treatment Plant Reliability Improvement Project (Phases 3–6). The meeting provided an update on the project’s progress and addressed concerns from the neighborhood. Directors Beall, Ballard and Eisenberg attended in person, along with Saratoga Mayor Belal Aftab and Councilmember Kookie Fitzsimmons. A total of 15 community members participated in person and five joined via Zoom. The presentation concluded with a question-and-answer session. Before the hybrid meeting began, participants took a brief tour of the construction site from the plant’s upper deck.

IMAGINE A DAY WITHOUT WATER

For this year’s Imagine a Day Without Water, staff highlighted the essential role water plays in every aspect of our lives. Staff published a blog post highlighting Valley Water’s ongoing investments in infrastructure and water purification to ensure a reliable water supply for our community. The blog included a quote from Chair Estremera.

On social media, staff joined the national conversation using #ImagineADayWithoutWater and shared a video demonstrating the importance of water in our everyday lives.

WATER PROFESSIONALS APPRECIATION WEEK



Staff celebrated Water Professionals Appreciation Week by recognizing our incredible team members who keep our water systems running smoothly. We shared photos on social media of field crews, operators, engineers and support staff. Staff highlighted the behind-the-scenes dedication to supply safe, clean water and reinforced our messaging around careers in the water industry.

MEDIA, COMMUNICATIONS, AND SOCIAL MEDIA

Valley Water received 488 media mentions in October.

Staff responded to media inquiries on the following topics:

- The Pacheco Project and the share of costs for the San Benito County Water District
- The feasibility study for a desalination facility

- A new state bill that allows cities to return abandoned grocery carts directly to retailers rather than through a more inefficient process, and the potential impacts on local waterways
- Water issues facing California
- Abatements of two encampments in Gilroy
- CEO Callender’s leave

Staff wrote and posted four stories to valleywaternews.org and District News on the following subjects:

- Order your 2026 Valley Water calendar
- Keeping streams ready for winter storms
- Major pipeline repairs underway to protect Santa Clara County’s water supply
- A Day Without Water? Not on our watch

Staff prepared Nextdoor messages for board members on the following topics:

- Valley Water’s \$10K Mini-Grant Program: Attend a workshop on October 21 or October 29

Below are statistics for Facebook, X, valleywaternews.org, video, and eNews. Impressions are the number of times a post is displayed on social media feeds. Engagement is the number of times a user interacts with a post, such as retweeting, clicking, and more.

 3,060,146 impressions 58,812 engagements 43,918 post link clicks	 2,791 impressions 39 engagements 4 link clicks	 Valleywaternews 7,130 blog views 3,145 visitors
 538,703 views 9 videos posted	 213,051 impressions 250 engagements	 August e-Newsletter 52% open rate 7% click through rate

INTERNAL COMMUNICATIONS

Staff edited and released the second installment of the “Water Treatment Plant Behind the Scenes” video series. Focused on Rinconada Water Treatment Plant Operator Colin Smith, the video has been viewed 210 times on Valley Water’s external YouTube channel. Staff assisted the Vegetation Management and Grants and Partnerships teams with editing and publishing videos for the sandbag truck delivery and Mini-Grant Program Informational Workshop. Staff shot, produced and edited the

annual Wellbeing Day recap video, which was featured in the Oct. 9 Town Hall and has garnered 180 views on our internal YouTube channel.

Throughout October, staff sent 13 all-user emails, with information about Open Enrollment, an Employee Town Hall reminder and recap messages, Vice Chair Santos’ chit-chat session, donation requests, Infor time entry and support resources for staff. Staff posted 53 employee news items to Aqua; updated the Employee News monitors at our water treatment plants, the Sacramento office, in the HQ and Admin cafeterias, and the Crest walkway and breakroom; and created and sent the twice-weekly News You Can Use each Tuesday and Thursday.

COMMUNITY OUTREACH

Outreach efforts are underway for the South County Recycled Water Project Phase 1C project. The project expands the recycled water distribution system in Gilroy to serve new customers, improve service delivery through system redundancy during outages, and support future system expansions. The project is being coordinated with the City of Gilroy and South County Regional Wastewater Authority, both long-term partners of Valley Water, to supply recycled water in Gilroy.

GRAPHICS SERVICES

For the month of October 2025, the graphics team resolved 80 cases. The Graphics and Design activities are:

	17 flood awareness materials		14 internal supports
	13 publications and reports		10 mailers, event and outreach materials
	10 digital graphics		5 water conservation materials
	5 public notice and newspaper advertisements		3 signages
	2 PowerPoint		1 branding material

OCTOBER 2025

Office of Civic Engagement Monthly Update



CREEK STEWARDSHIP

In October, two Adopt-A-Creek partners organized cleanups which engaged 31 volunteers. Their combined efforts cleaned 1.6 miles of Santa Clara County waterways and removed 70 pounds of litter from the banks of San Tomas Aquino Creek and Guadalupe Creek. Both partners are new to the program and joined in FY26.

 **1.6 miles cleaned**
89.07 fiscal year-to-date

 **31 volunteers**
2,106 fiscal year-to-date

 **70 pounds of trash and recyclables**
32,753 fiscal year-to-date

EDUCATION OUTREACH

In October, staff reached youth from pre-K through 5th grade through classroom lessons, assemblies, and field trips. Staff visited classrooms to engage students in activities about pollution prevention and water conservation and hosted four schools visiting the Alamos Outdoor Classroom at Valley Water Headquarters to experience hands-on learning about percolation ponds, threatened steelhead trout, and pollution prevention in our watershed.

 **728 youth**
2,948 fiscal year-to-date

 **1 assembly**
7 fiscal year-to-date

 **33 classroom lessons**
110 fiscal year-to-date

 **4 field trips**
6 fiscal year-to-date



Students discover ways to save water at home through an interactive reading of *The Little Blue Hen: A Conservation Story* at Tom Matsumoto Elementary School in San José.

WATER SUPPLY OUTREACH

Staff led nine tours of the Silicon Valley Advanced Water Purification Center in October, including monthly public tours, school visits, and one local government tour. Staff also participated in the Sustainability Fair hosted by the Environmental Resource Center at San José State University. Students on campus gathered around Valley Water's table to learn about the technologies that turn treated wastewater into purified water.

 **4 local government**
21 fiscal year-to-date

 **166 total attendees**
743 fiscal year-to-date

 **119 students & educators**
407 fiscal year-to-date

 **4 Valley Water staff**
64 fiscal year-to-date

 **39 public tour attendees**
184 fiscal year-to-date



San José Councilmember Tordillos tours the Silicon Valley Advanced Water Purification Center.

YOUTH COMMISSION

In October, the Board approved two Youth Commission items: receipt of the Youth Commission's 2025 Accomplishments Report and recognition of outgoing members, as well as approval of the FY26 Youth Commission Work Plan, including their project recommendations. This year's project recommendations include the One Water Pitch youth video competition on water sustainability; a Data Accessibility Project leveraging Water Watch, the Microplastic Interception Program and Trash Pollution Heatmap; and the Creekside Community Care Project incorporating elements from Providing Safe Drinking Water.

SAFE, CLEAN WATER GRANTS AND PARTNERSHIPS

Refill Station Grants

Closeouts:

- Boys & Girls Clubs of Silicon Valley – Morgan Hill (El Toro) Clubhouse:** Through a FY25 \$5,000 Safe, Clean Water F9 Refill Station Grant, the grantee installed the first permanent refill station near the bathrooms, providing a reliable source of clean drinking water for more than 200 at-risk youth who attend after-school and summer programs. The refill station also supports at least 100 staff and volunteers year-round by improving access to clean water and reducing the use of disposable plastic bottles.

Mini-Grants

Events:

- Escuela Xochitl Tonatiuh Inc. - Del Campo A La Mesa (From the Field to the Table) Project:** On October 15, staff attended a classroom lesson at Sunrise Middle School in San José. The lesson was a part of Escuela Xochitl Tonatiuh Inc.'s project titled Del Campo A La Mesa (From the Field to the Table) and is partially funded by a \$10,000 Safe, Clean Water F9 Mini-Grant. Approximately 30 students learned about water conservation, land stewardship, and gardening techniques. The students were also assigned a research project about environmental stewardship pertaining to subjects of their choice. These lessons and hands-on gardening activities will continue to engage students at Sunrise Middle School for the next school year.



Students at Sunrise Middle School learn about gardening techniques, such as weeding, composting, and cultivating healthy soils.

- Mini-Grant Program Informational Workshop:** On October 21 and 29, staff hosted Mini-Grant Program Informational Workshops on Zoom. The workshops provided information on Valley Water's Mini-Grant Program, including eligibility, application requirements, and tips on submitting a mini-grant application. A combined total of 27 participants attended the workshops.

Standard Grants

Closeouts:

- Grassroots Ecology – McClellan Ranch Community Garden Hedgerow Project:** Through a FY22 \$38,568.50 Safe, Clean Water F9 Standard Grant, Grassroots Ecology transformed an overgrown, trash-filled area of McClellan Ranch Nature Preserve in Cupertino into a thriving native plant hedgerow garden. The Project improved riparian and grassland meadow habitat, restored ecological connectivity along Stevens Creek in San José, and remediated pollutants from nearby uses. Activities included planting watershed-specific native species, removing invasive weeds, and engaging volunteers in restoration. The Project involved 304 community members who contributed over 780 volunteer hours during 16 workdays, resulting in more than 5,000 square feet of restored habitat with 21 native species installed.

LOOKING AHEAD

Silicon Valley Advanced Water Purification Center Tours & Presentations:

- NOV 4 Santa Clara University Department of Civil, Environmental, and Sustainable Engineering
- NOV 5 San José Councilmember Michael Mulcahy
- NOV 7, 8 Public Tour
- NOV 8 California Assemblymember Alex Lee's Young Legislators Program
- NOV 10 Girl Scouts of Northern California – Troop 62642
- NOV 12 Jane L. Stanford Middle School
- NOV 13 San José State University
- NOV 14 Pioneer Family Academy
- NOV 18 Andrew P. Hill High School
- NOV 20 Waldorf School of the Peninsula
- NOV 21 San José State University American Institute of Chemical Engineers
- NOV DEC 30 - 21 Silicon Valley Advanced Water Purification Center Maintenance Shutdown

Education Outreach Programs:

- | | |
|-----------------------------------|---|
| NOV 4 South Valley Middle School | NOV 19 Lincoln Elementary School |
| NOV 13 Ventana School | NOV 20 Monticello Academy at Alamitos Outdoor Classroom |
| NOV 18 Parkview Elementary School | NOV 24 Graystone Elementary School |

Youth Commission:

- NOV 19 Youth Commission Quarterly Meeting

Storm Report

Nov. 11, 2025 – Nov. 24, 2025



Rainfall

RAINFALL IN INCHES AS OF NOVEMBER 24, 2025

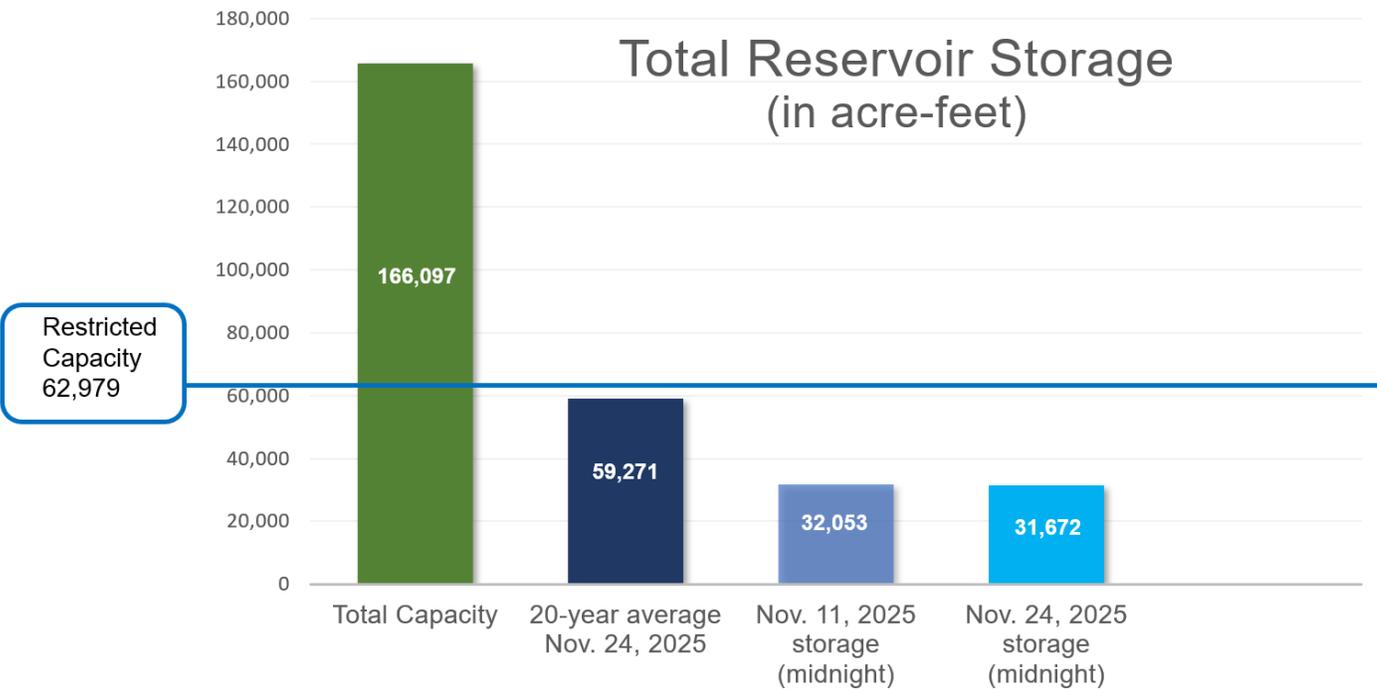
COUNTY RAIN GAUGE LOCATIONS	CURRENT PERIOD 11/10/25 – 11/24/25 (inches)	SEASON ¹ TO DATE 11/24/25 (inches)	SEASONAL AVG TO DATE (inches)	% SEASONAL AVG TO DATE	HISTORICAL SEASON AVERAGE (inches)
WEST² (Valley Christian)	6.58	10.67	6.23	171%	43.43
CENTRAL (San José)	2.80	5.16	2.17	238%	14.23
NORTH EAST (Penitencia)	2.79	5.55	1.44	384%	10.04
SOUTH (Coyote Reservoir)	4.41	6.34	2.87	221%	20.51

Reservoir Levels

- Shasta Reservoir storage was at 110% of historical average and Lake Oroville was at 100% for November 23, 2025.
- Estimated inflow into local reservoirs was approximately 1,900 acre-feet between November 11, 2025 and November 23, 2025.
- Total local reservoir storage on November 24, 2025 was about 19% of total unrestricted capacity and 53% of normal when compared to the 20-year average for this date.

Raw Water Operations

- Releases from Anderson Reservoir strive to maintain deadpool, per the Federal Energy Regulatory Commission (FERC) order.
- Calero, Almaden, and Guadalupe reservoirs were below the interim Division of Safety of Dams (DSOD) restricted levels during this period.
- Coyote Reservoir storage was below the permanent DSOD restricted level during this period.



¹ Rainfall season extends from July 1 to June 30 of the following year.

² Rainfall Data stations: **West** – Santa Cruz Mountains; **Central** – near downtown San Jose; **Northeast** – near Milpitas; **South** – near Coyote Reservoir.

Raw Water Preparations (cont.)

- No reservoir spilled during this period.
- No transfers were made during this period.

Pre-storm Preparations

Crews completed stream maintenance program work from June through October, removing an estimated 21,802 cubic yards (CY) of sediment for capacity and repairing 2,215 linear feet (LF) of creek bank. Field crews continue monitoring over 300 locations countywide before, during, and after storm events to eliminate flow restrictions.

Communications

Valley Water held a joint news conference with Santa Clara County, the City of San José, and the National Weather Service to urge the community to be flood-safe and explain how our agencies work together to reduce flood risk during storm emergencies.

In anticipation of an incoming atmospheric river, staff shared the National Weather Forecast and a social media post explaining how to check if a property is in a flood zone. Staff also posted a video showing our crews clearing a large debris pile from Canoas Creek in San José to ensure smooth water flows during storms.

Valley Water's annual flood awareness campaign continued with digital advertisements urging residents to stay alert and be flood safe.

Flood Management Operations

Valley Water Office of Emergency Services (OES) On Call team continues to monitor inclement weather and coordinate information and intelligence sharing with the Santa Clara County Operational Area (Cities and County). No Emergency Operations Center activations for recent storms.

Flooding

No observations of creek flooding were reported by Valley Water staff.

Field Information Teams (FITs)

No FIT Teams were deployed during this time period.

Fallen Trees and Debris Removal

Staff continue to inspect and assess the waterways. Flow restrictions, including downed trees and debris on bridge piers, continue to be removed as needed before, during, and after storm events.

Sandbags

All 5 Valley Water sandbag sites were monitored, maintained, and restocked with filled bags as needed during recent rain events. There are currently 6,500 filled sandbags in reserve at the Winfield yard. Crews are scheduled to create more filled sandbags to add to the reserves in the coming weeks.

This information is based on first-hand accounts from Santa Clara Valley Water District (Valley Water) staff and other monitoring sources between November 11, 2025, and November 24, 2025. As more information is gathered, some of the information reported here may change.

For questions, contact Chris Hakes, Chief Operating Officer, Watersheds at (408) 630-3796 or Aaron Baker, Chief Operating Officer, Water Utility at (408) 630-2135.



Santa Clara Valley Water District

File No.: 25-0899

Agenda Date: 11/25/2025
Item No.: *13.1.

BOARD AGENDA MEMORANDUM

Government Code Section 84308 Applies: Yes No
(If "YES" Complete Attachment A)

SUBJECT:

Review the Fiscal Year 2026 Board Policy Planning Calendar.

RECOMMENDATION:

Review the Fiscal Year 2026 Board Policy Planning Calendar.

SUMMARY:

This item provides the Board an opportunity to review the Fiscal Year 2025 Board Policy Planning Calendar (FY26 Board Calendar) and identify appropriate items for Board Committee work plans for discussion and feedback to the Board.

The current FY26 Board Calendar containing the Board work plan items is attached for Board review.

ENVIRONMENTAL JUSTICE IMPACT:

The FY26 Board Calendar is not subject to environmental justice analysis.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

*Attachment 1: FY26 Board Calendar

UNCLASSIFIED MANAGER:

File No.: 25-0899

Agenda Date: 11/25/2025
Item No.: *13.1.

Candice Kwok-Smith, 408-630-3139

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Protect and maintain existing assets and infrastructure and advance new projects.														
2.	Improve internal capability to negotiate and acquire regulatory permits.														
3.	Educate and engage the community, elected officials and interested parties on our management of water resources in Santa Clara County.	Joint meeting with City of San Jose		S											
		Environmental Stakeholder Meeting	Environmental Stakeholder Working Group		C			C			C			C	
4.	Explore and pursue diversified, sustainable and cost-effective water storage opportunities.	Sites Reservoir	WSDM Committee		C		C	R			C/R		C/R		
		Sisk Dam Raise Reservoir	WSDM Committee								C	C	R	C	
		Groundwater Banking Opportunities	WSDM Committee								C				C
5.	Secure existing water supplies and water supply infrastructure.	Water Supply Master Plan				R		R							
		Urban Water Management Plan	WSDM Committee							C				C	R
		Delta Conveyance Project	WSDM Committee												
6.	Lead Purified Water Efforts with committed partners.	Potable Reuse Partnership with City of San Jose	RWC, JRWPAC	C	C/S	C		C	C/R	C	C/R	C	C	C	C/R
7.	Complete the Anderson Dam Seismic Retrofit Project.														
8.	Make water conservation a California way of life in Santa Clara County.	Water Conservation Program Updates	WSDM Committee		C		C			C	C	C		C	C
9.	Protect people and property from flooding in all regions of the County, by applying a comprehensive, integrated watershed management approach that balances environmental quality, environmental justice, sustainability, and cost.	Watershed Master Plans	Board Policy and Monitoring Committee							C					C
		Stream Maintenance Program (SMP3) EIR									R				
10.	Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity in all regions of the County.														

Board Meetings

- R = Regular
- S = Special
- C = Committee
- X = Closed

11-20-2025

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
11.	Protect creeks, bay, and other aquatic ecosystems from threats of pollution and degradation.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
12.	Complete and implement the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) agreement.	FAHCE Implementation Update	Stream Planning and Operations Committee					C			C			C	
		Project Site Visits	Stream Planning and Operations Committee											C	
13.	Protect waterways and facilities from encampment impacts while collaborating with community partners and supporting regional efforts to reduce homelessness.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
14.	Protect the safety of Valley Water staff, residential neighbors, and unsheltered individuals by working independently and in partnership with law enforcement agencies.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
15.	Address future impacts of extreme weather events to Valley Water's mission and operations.	Greenhouse Gas Reduction Plan	Board Policy and Monitoring Committee								R				
16.	Maintain appropriate staffing levels and expertise, prioritize the safety of our staff, and build and sustain a collaborative working environment for all staff and partners while ensuring fair employment.														
17.	Provide affordable and cost-effective level of services.	Grant Status Update Reports		R		R		R		R		R		R	
		Annual Audit Workplan Approval	Board Audit Committee					C	R						
18.	Other Notable Policy and Board Actions	Legislative Proposals and Guiding Principles						R							

Items Regularly Monitored by Board		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	BAO Performance	X						X					
2.	BAO Compensation												X/R
3.	Board Expense Report	R			R			R			R		

Board Meetings

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11-20-2025