Santa Clara Valley Water District
Board of Directors

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, June 23, 2026
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/APPENDED AGENDA

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

Tuesday, June 23, 2026	**11:00 AM**	**HQ. Bldg. Boardroom, 5700 Almaden 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 hybrid meetings, conducted in-person as well as by telecommunication, and are compliant with the provisions of the Ralph M. Brown Act.

To maximize public safety while maintaining transparency and public access, members of the public have the option to participate via teleconference/video conference or attend in person. To participate in the meeting via teleconference/video conference, please refer to 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 that 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 on 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://emma.msrb.org/ and https://www.valleywater.org/how-we-operate/financebudget/investor-relations, respectively.

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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 26-0559
CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case
(Continued from June 9, 2026)
(Previously Listed as Item 2.3)

*2.2. CLOSED SESSION 26-0561
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Titles: *Chief Executive Officer, District Counsel, and Clerk of the Board

*2.3. CLOSED SESSION 26-0565
CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant Exposure to litigation
Pursuant to Government Code section 54956.9(d)(2):
One Potential Case
(Previously Listed as Item 2.1)

2.4. District Counsel Report on Closed Session.

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 matters not listed on the agenda may do so by completing a Speaker Card and submitting it to the Clerk, or by using the "Raise Hand" feature within the Zoom meeting application to request recognition. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and, when recognized, will be granted speaking access to address the Board/Committee.

Public comments shall be limited to three (3) minutes per speaker, or such other time as determined by the Chair. State law does not permit the Board/Committee to take action on, or engage in extended discussion of, any item not appearing on the posted agenda, except as otherwise authorized under applicable law. If Board/Committee action is requested, the matter may be scheduled for consideration at a future meeting.

All public comments requiring a response will be referred to staff for a written reply. The Board/Committee may take action on any item of business appearing on the posted agenda.

3.4. Review Proposed Modifications to Projects E5 and F6 of the Safe, Clean Water and Natural Flood Protection Program and Set the Time and Place for the Public Hearing. 26-0492

Recommendation:

A. Review and provide input on staff's proposed modifications to Projects E5 and F6 of the Safe, Clean Water and Natural Flood Protection Program; and
B. Set the time and place for a public hearing on the proposed modifications to Projects E5 and E6 of the Safe, Clean Water and Natural Flood Protection Program for 1:00 PM on July 14, 2026, at the Santa Clara Valley Water District Boardroom, 5700 Almaden Expressway, San Jose, California, and via Teleconference Zoom Board Meeting.

Manager: Luz Penilla, 408-630-2228

Attachments: Attachment 2: Draft Public Notice Ad
Attachment 3: Change Control Process At-A-Glance
Attachment 4: PowerPoint

Est. Staff Time: 20 Minutes

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - *4.6) (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. Adopt Recommended Positions on Federal Legislation: H.R. 3717 (Harder) / S. 4603 (Schiff) - Golden Mussel Eradication and Control Act; S. 4536 (Rosen) - Protecting America's Drinking Water from Extreme Temperatures Act; And Other Legislation That May Require Consideration by the Board. 26-0125

Recommendation:
A. Adopt a Position of "Support and Amend" on H.R. 3717 (Harder) / S. 4603 (Schiff) - Golden Mussel Eradication and Control Act; and
B. Adopt a Position of "Support" on S. 4536 (Rosen) - Protecting America's Drinking Water from Extreme Temperatures Act.

Manager: Marta Lugo, 408-630-2237

4.2. Approve Memorandum of Understanding for Cost Sharing Between Santa Clara Valley Water District and San Benito County Water District for an Updated North San Benito Groundwater Basin Groundwater Sustainability Plan in the Amount of $1,634 Annually and $8,170 Over a Five-Year Term. 26-0511

Recommendation:
A. Approve Memorandum of Understanding for Cost Sharing Between Santa Clara Valley Water District and San Benito County Water District for development and implementation of a Groundwater Sustainability Plan Update for the North San Benito Groundwater Basin in the Amount of $1,634 annually and $8,170 over a five-year term; and
B. Authorize the Chief Executive Officer, or their designee, to sign the Memorandum of Understanding.

Manager: Greg Williams, 408-630-2867

Attachments: Attachment 1: MOU

4.3. Consider and Approve Nominations for Two-Year Committee Appointments and Reappointments to the Santa Clara Valley Water Youth 26-0518

Commission.

Recommendation: Consider and approve nominations for two-year appointments and reappointments to the Santa Clara Valley Water Youth Commission.

Manager: Wendy Ho, 408-630-3874

Attachments: Attachment 1: SCVWD Resolution No. 17-75
Attachment 2: 2026 YC Applications, Redacted
Attachment 3: 2026 YC Alternate Member Applications, Redacted

4.4. Approve the Board of Directors' Quarterly Expense Report for the Quarter Ending March 31, 2026. 26-0524

Recommendation:
A. Review the Board of Directors' Quarterly Expense Report for the quarter ending March 31, 2026; and
B. Approve the Report if the reimbursements comply with Board Policy.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: Quarterly Expense Report

*4.5. Approval of Minutes from May 26, 2026. 26-0093

Recommendation: Approve the minutes from May 26, 2026.

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

Attachments: Attachment 1: 05/26/2026 Meeting Minutes

*4.6. Accept the CEO Bulletin for the Weeks of June 5 - 18, 2026. 26-0554

Recommendation: Accept the CEO Bulletin.

Manager: Melanie Richardson, 408-630-2017

Attachments: *Attachment 1: 06/18/2026 CEO Bulletin

5. BOARD OF DIRECTORS:

*5.1. Board Committee Reports. 26-0553

Attachments: *Handout 5.1-A: 04/06/2026 AWAC Meeting Summary
*Handout 5.1-B: 04/20/2026 EWRC Meeting Summary
*Handout 5.1-C: 05/13/2026 SPOC Meeting Summary
*Handout 5.1-D: 05/20/2026 Youth Commission Meeting Summary

6. WATER UTILITY ENTERPRISE:

6.1. Approve the Agreement with National Water Research Institute (NWRI) to Provide Technical Support Services for the California Validation (CalVal) Program and Expedite Technical Guidance Necessary for the Pure Water Silicon Valley Project for a Total Not-to-Exceed fee of $500,000. 26-0535

Recommendation: Approve the Standard Non-Consultant Agreement with the National Water Research Institute, to provide technical support services for the CalVal Program and expedite technical guidance necessary for the Pure Water Silicon Valley Project for a total not-to-exceed fee of $500,000.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment A: Gov. Code § 84308
Attachment 1: Agreement

Est. Staff Time: 5 Minutes

7. WATERSHEDS:

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. Approve and execute Amendment No. 2 to Agreement No. A4932A with Stillwater Sciences, for Regulatory Permitting Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, Increasing the Not-to-Exceed Fee by $1,251,113 for a Revised Total Not-to-Exceed Fee of $4,169,706. (Morgan Hill, District 1). 26-0539

Recommendation: Approve and execute Amendment No. 2 to Agreement No. A4932A with Stillwater Sciences, for regulatory permitting services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, increasing the not-to-exceed fee by $1,251,113 for a revised total not-to-exceed fee of $4,169,706.

Manager: Ryan McCarter, 408-630-2983

Attachments: Attachment A: Gov Code 84308
Attachment 1: Amendment No. 2
Attachment 2: Amendment No. 1
Attachment 3: Original Agreement

Est. Staff Time: 5 Minutes

9. EXTERNAL AFFAIRS:

9.1. Approve Fiscal Year 2026 Standard Grants for the Safe, Clean Water and Natural Flood Protection Program. 26-0509

Recommendation:
A. Review and discuss staff's recommendations for Fiscal Year 2026 Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) standard grant awards;
B. Authorize the Chief Executive Officer or designee to

approve and execute non-consultant agreements for four (4) standard grant projects at a total not-to-exceed amount of $1,776,760; and

C. Authorize reallocating the remaining Fiscal Year 2026 standard grant funding towards Fiscal Year 2027 mini-grants and refill station grants, with $73,240 for mini-grants and $20,000 for refill station grants.

Manager: Rachael Gibson, 408-630-2884

Attachments: Attachment 1: FY 2026 Standard Grant Guidelines
Attachment 2: FY 2026 Standard Grant Application Summaries
Attachment 3: FY 2026 Staff Funding Recommendations
Attachment 4: PowerPoint

Est. Staff Time: 10 minutes

10. CHIEF EXECUTIVE OFFICER:

*10.1. CEO and Chiefs' Reports. 26-0552

Attachments: *Handout 10.1-A: OC Activities

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. 26-0004

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

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

Attachments: Attachment 1: FY26 Board Calendar

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 11:00 a.m. on Tuesday, July 14, 2026, 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.: 26-0559

Agenda Date: 6/23/2026
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)
One Potential Case
(Continued from June 9, 2026)
(Previously Listed as Item 2.3)

Santa Clara Valley Water District

File No.: 26-0561

Agenda Date: 6/23/2026
Item No.: *2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Titles: *Chief Executive Officer, District Counsel, and Clerk of the Board

Santa Clara Valley Water District

File No.: 26-0565

Agenda Date: 6/23/2026
Item No.: *2.3.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant Exposure to litigation
Pursuant to Government Code section 54956.9(d)(2):
One Potential Case
(Previously Listed as Item 2.1)

File No.: 26-0492

Agenda Date: 6/23/2026
Item No.: 3.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Review Proposed Modifications to Projects E5 and F6 of the Safe, Clean Water and Natural Flood Protection Program and Set the Time and Place for the Public Hearing.

RECOMMENDATION:

A. Review and provide input on staff's proposed modifications to Projects E5 and F6 of the Safe, Clean Water and Natural Flood Protection Program; and
B. Set the time and place for a public hearing on the proposed modifications to Projects E5 and E6 of the Safe, Clean Water and Natural Flood Protection Program for 1:00 PM on July 14, 2026, at the Santa Clara Valley Water District Boardroom, 5700 Almaden Expressway, San Jose, California, and via Teleconference Zoom Board Meeting.

SUMMARY:
In November 2020, Santa Clara County voters approved Measure S, renewing Santa Clara Valley Water District's (Valley Water) Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program or Program). This measure provides continued funding through a special parcel tax for projects delivering safe water, natural flood protection, and environmental stewardship. The Safe, Clean Water Program, effective July 1, 2021, replaced the 2012 Safe, Clean Water and Natural Flood Protection Program in its entirety, carrying forward funding for previously identified capital projects and replacing other projects with comparable initiatives.

The Program addresses six community priorities:

- **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 priority includes specific operational and capital projects, along with associated Key Performance Indicators (KPIs). The KPIs enable Valley Water to monitor progress of specific projects, identify potential issues, and maintain accountability. As the Program progresses, adjustments or modifications to the projects and sometimes the KPIs may be necessary due to inflation, regulatory changes, or evolving project conditions. Valley Water follows a Board-approved Change Control Process for implementing any adjustments and modifications to the Program, which was last updated by the Board on February 24, 2026. Adjustments are changes to the Safe, Clean Water Program's project text or funding allocation that do not impact the delivery of any project KPI, or changes to a project schedule. Adjustments may include change(s) to a KPI when the purpose of such change(s) is to clarify the project KPI to be consistent with the applicable project description in the approved Program. Modifications are changes to project description, project KPI, or funding allocation that impact the delivery of any project KPI. Adjustments can be approved by the Board during publicly noticed Board meetings, while modifications require a formal public hearing.

Safe, Clean Water Program Performance Audit

To ensure accountability and transparency to voters, Measure S requires the Valley Water Board of Directors to obtain an independent professional audit of the Safe, Clean Water Program at least once every five years. Although an independent audit is required at least every five years, the Independent Monitoring Committee (IMC) requested an earlier review of the Program, and the Board concurred.

PMA Consultants (Auditor) conducted the independent audit, which assessed Program implementation during its first three years and evaluated governance, compliance, transparency, and progress toward meeting the Program's priorities and KPIs.

On November 12, 2025, the Board received the Safe, Clean Water Performance Audit Report (Audit Report), covering the period from July 1, 2021, through June 30, 2024 (Attachment 1). The audit report includes nine findings, two of which provide recommendations for Valley Water to evaluate whether to modify the KPIs for several projects to ensure that they are financially sustainable, remain aligned with current project activities, and that their descriptions clearly articulate the project's scope and deliverables. At the November 12 meeting, the Board directed the Chair to work with the CEO to identify and assign an appropriate Board committee to review the Auditor's findings and evaluate whether any KPI changes are necessary. The Board Policy and Monitoring Committee (BPMC) was assigned, and on April 21, 2026, received staff's evaluation and recommendations in response to the independent audit findings relating to KPIs. To view the April 21, 2026, BMPC meeting visit: <https://fta.valleywater.org/dl/JqPTJw6xykH6>
The BPMC supported staff's recommendations, and on June 9, 2026, staff brought forward the recommended adjustments for the Board's review and approval. The purpose of this item is to address the outstanding recommendations for proposed modifications.

Below is a summary of staff's evaluation and recommendations for modifications to the Safe, Clean Water Program:

Audit Report Finding #7: Project E5 - San Francisquito Creek Flood Protection, San Francisco

Bay to Upstream of Highway 101 - Palo Alto

Auditor's Finding

In Finding 7, the Auditor noted that the KPIs for Project E5 are misaligned with Valley Water's role and authority because the "KPI holds Valley Water accountable for delivering a specific community outcome (protecting parcels from a 70-year flood event), yet Valley Water no longer has the direct control or authority to ensure this outcome is achieved" and the "KPI, as currently worded, does not accurately reflect Valley Water's role as a funding partner." The current KPIs for Project E5 are:

1. Preferred project with federal, state and local funding: Protect more than 3,000 parcels by providing 1% (100-year) flood protection.

2. With state and local funding only: Protect approximately 3,000 parcels by providing 1% (100-year) flood protection downstream of Highway 101, and approximately 1.4% (70-year) protection upstream of Highway 101.

Based on its findings, the Auditor recommended that Valley Water re-evaluate the KPI for Project E5 and consider options for shifting the KPI from an outcome-based metric to one that measures Valley Water's specific, controllable contributions, such as a funding or partnership-based deliverable.

Staff's Evaluation and Proposed Modifications to the KPIs

Staff agrees that Valley Water is not the lead agency responsible for delivery of Project E5. The project description makes clear that the project is led by the San Francisquito Creek Joint Powers Authority (SFCJPA), of which Valley Water is a member agency. The SFCJPA is responsible for the overall project design, securing and finalizing permits, and securing project funding.

Since the existing KPIs imply that the delivery of the project is within Valley Water's control, staff recommends modifying the KPIs by replacing the existing KPIs #1 and #2, with a modified KPI#1 to allow for more flexibility in project planning and design and incorporation of other SFCJPA member agencies requirements, as the SFCJPA continues to implement the remainder of the project. To align with the Auditor's recommendation that the KPIs for this project should focus on deliverables within Valley Water's control, staff proposes a modified KPI that focuses on Valley Water's funding contributions rather than project development and delivery, making it clear in the KPI that Valley Water's financial contributions should be commensurate with the value of the benefits that the project will provide for Santa Clara County. Below are staff's recommended modifications to the KPIs:

~~1. Preferred project with federal, state and local funding: Protect more than 3,000 parcels by providing 1% (100-year) flood protection.~~

~~2. With state and local funding only: Protect approximately 3,000 parcels by providing 1% (100-year) flood protection downstream of Highway 101, and approximately 1.4% (70-year) protection upstream of Highway 101.~~

1. Provide the San Francisquito Creek Joint Powers Authority a portion of funds commensurate

with the project's benefits to Santa Clara County, to provide flood protection along San Francisquito Creek.

Staff Recommended Modification: Project F6 -- Good Neighbor Program: Graffiti and Litter Removal and Public Art

In addition to the Audit Report findings and recommendations referenced above, to better align the Public Art Program with Valley Water's strategic goals, available funding, and staffing capacity, staff has identified a need to change Project F6's KPI#3 (along with its Description and Benefit Sections), which currently authorizes grant funding for public art on Valley Water property to deter graffiti and litter.

Staff proposes expanding the scope of this KPI#3. This change would allow funding for eligible art projects throughout Santa Clara County, moving beyond Valley Water-owned infrastructure and property. The goal is to leverage public art as a tool for community education on water and environmental stewardship, while deterring graffiti and litter.
This proposed change also increases the feasibility, supports greater community benefit, and ensures the program can be delivered within existing resources.

The current KPI#3 reads "Provide up to $1.5 million over 15 years to implement public art projects on Valley Water property and infrastructure."

Staff proposes the following change for KPI#3:

> "Provide up to $1.5 million over 15 years to implement or fund public art projects ~~on Valley Water property and infrastructure~~."

To maintain consistency with the proposed change to KPI#3, staff recommends the following changes to the Project F6 description:

> "This project allows Valley Water to continue responding to requests for cleanup of illegal dumping, trash and graffiti on Valley Water's property and rights-of-way. Cleanup efforts include graffiti removal from floodwalls, concrete embankments, signs, structures and other Valley Water assets, as well as maintaining, repairing and installing fences and gates so that Valley Water structures and facilities remain safe and clean. The project also funds installation and maintenance of public art projects, such as murals~~, to beautify Valley Water property and infrastructure, to~~ in public spaces throughout Santa Clara County to educate the public about water and environmental stewardship, which in turn will also help deter graffiti and litter."

Staff is also requesting that the Board approve a text adjustment to the 5th bullet under the Benefits section to align with the proposed modifications. Staff's recommended adjustments reads as follows:

> "Helps deter graffiti and litter by implementing public art projects ~~to beautify Valley Water property and infrastructure~~ in public spaces while providing opportunities to educate the public about water and environmental stewardship throughout Santa Clara County."

Conclusion

Staff requests that the Board review the proposed modifications, provide input as it deems necessary, and set the time and place for the public hearing. The proposed modifications will be presented to the Board in alignment with the updated public outreach process and timeline as outlined in the Change Control Process (see Attachment 2). A draft Notice of Public Hearing is provided in Attachment 3.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:
The financial impact associated with this item is the cost of placing the public notice ad. The cost for the public notice ad is approximately $10,000 and there is sufficient budget in the FY 26 budget for the Safe, Clean Water Program Implementation Project (Project No. 26061012).

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: Audit Report
Attachment 2: Change Control Process At-A-Glance
Attachment 3: Draft Public Notice Ad
Attachment 4: PowerPoint

UNCLASSIFIED MANAGER:
Luz Penilla, 408-630-2228

Safe, Clean Water and Natural Flood Protection Program Modifications - Countywide

Topic: **Public Hearing on Proposed Modifications to the Safe, Clean Water and Natural Flood Protection Program**

Who: **Santa Clara Valley Water District (Valley Water)**

When: **Tuesday, July 14, 2026, 1:00 p.m.**

Where: **Valley Water Headquarters Building Boardroom**
5700 Almaden Expressway, San Jose, CA
and by Zoom Teleconference at https://valleywater.zoom.us/j/84454515597

Valley Water invites you to a Public Hearing regarding proposed modifications to the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program or Program).

Priority E: Provide Flood Protection to Homes, Businesses, Schools, Streets, and Highways

E5: San Francisquito Creek Flood Protection, San Francisco Bay to Upstream of Highway 101 – Palo Alto (Modify Key Performance Indicators)

As part of the voter-approved Measure S, Valley Water conducted an independent professional audit of the Safe, Clean Water Program. The auditor assessed Program implementation during its first three years and evaluated governance, compliance, transparency, and progress toward meeting the Program's priorities and key performance indicators (KPIs). KPIs are measurable targets used to track project outcomes and ensure program accountability under Measure S.

Among the auditor's findings was that Project E5: San Francisquito Creek Flood Protection Project's (E5) current KPIs do not fully align with Valley Water's role, because the San Francisquito Creek Joint Powers Authority (SFCJPA), not Valley Water, is the lead agency responsible for overall project delivery. In response, Valley Water is proposing modifications to Project E5's KPIs to better reflect Valley Water's role as a funding partner in the project.

The proposed modification replaces the existing KPIs #1 and #2 with a modified KPI #1 to focus on Valley Water's funding contributions rather than project delivery outcomes outside Valley Water's direct control.

Proposed KPI Modifications:

1. ~~Preferred project with federal, state and local funding: Protect more than 3,000 parcels by providing 1% (100-year) flood protection.~~

~~2. With state and local funding only: Protect approximately 3,000 parcels by providing 1% (100-year) flood protection downstream of Highway 101, and approximately 1.4% (70-year) protection upstream of Highway 101.~~

1. Provide the San Francisquito Creek Joint Powers Authority a portion of funds commensurate with the project's benefits to Santa Clara County, to provide flood protection along San Francisquito Creek.

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

F6: Good Neighbor Program – Graffiti and Litter Removal and Public Art (Modify KPI and Expand Project Scope)

Staff also proposes expanding the scope of Project F6: Good Neighbor Program – Graffiti and Litter Removal and Public Art (F6), specifically the Public Art Program and the associated KPI #3. The proposed modification is to extend the Public Art Program beyond Valley Water-owned property and infrastructure. The proposed modification would allow funding for eligible public art projects throughout Santa Clara County, rather than limiting funding to projects on Valley Water property and infrastructure. It will better align the program with Valley Water's strategic goals, available funding, and staffing capacity. It aims to use public art to support broader community benefit, create more opportunities for public education regarding water and environmental stewardship, deter graffiti and litter, and ultimately increase community benefit.

Proposed KPI #3 Modification:

> "Provide up to $1.5 million over 15 years to implement or fund public art projects ~~on Valley Water property and infrastructure~~."

Proposed Description Modification (Scope)

To maintain consistency with the proposed change to KPI#3, staff recommends the following modification to the Project F6 description:

> "This project allows Valley Water to continue responding to requests for cleanup of illegal dumping, trash and graffiti on Valley Water's property and rights-of-way. Cleanup efforts include graffiti removal from floodwalls, concrete embankments, signs, structures and other Valley Water assets, as well as maintaining, repairing and installing fences and gates so that Valley Water structures and facilities remain safe and clean. The project also funds installation and maintenance of public art projects, such as murals~~, to beautify Valley Water property and infrastructure, to~~ in public spaces throughout Santa Clara County to educate the public about water and environmental stewardship, which in turn will also help deter graffiti and litter."

This meeting is being held in accordance with the Brown Act. The 1:00 p.m., July 14, 2026, public hearing will be held during a board meeting and is accessible for public in-person participation at the time, date, and location shown above, and by public virtual participation at the Zoom link above. Document(s) associated with this hearing are available for public inspection prior to the meeting in the Clerk of the Board's Office and online at www.valleywater.org, and will be available at the meeting.

For more information, contact Luz Penilla, Assistant Officer, at **408-630-2228**.

Important Notices:
Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled Valley Water Board meeting to ensure that Valley Water may assist you. Reasonable efforts will be made to accommodate persons with disabilities.

重要通知：
Valley Water 遵守美國殘疾人法案 (ADA)，要求需要特殊便利才能訪問和/或參加 Valley Water 委員會會議的個人請致電 (408) 630-2277 聯繫委員會辦公室的書記員，網址為在預定的 Valley Water 委員會會議召開前至少 3 個工作日，以確保 Valley Water 可以為您提供幫助。將做出合理的努力以容納殘疾人。

Thông báo quan trọng:
Valley Water, để tuân thủ Đạo luật Người Mỹ Khuyết tật (ADA), yêu cầu những cá nhân cần điều chỉnh đặc biệt để tiếp cận và/hoặc tham gia các cuộc họp của Hội đồng Valley Water vui lòng liên hệ với Văn phòng Thư ký của Hội đồng theo số (408) 630-2277, tại ít nhất 3 ngày làm việc trước cuộc họp đã lên lịch của Hội đồng Valley Water để đảm bảo rằng Valley Water có thể hỗ trợ bạn. Những nỗ lực hợp lý sẽ được thực hiện để hỗ trợ người khuyết tật.

Aviso Importantes:
Valley Water, en cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), solicita a las personas que requieren adaptaciones especiales para acceder y/o participar en las reuniones de la Junta de Valley Water que se comuniquen con la oficina del Secretario de la Junta al (408) 630-2277, al menos 3 días hábiles antes de la reunión programada de la Junta de Valley Water para asegurarse de que Valley Water pueda ayudarlo. Se harán esfuerzos razonables para acomodar a las personas con discapacidades.

DRAFT

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Safe, Clean Water Program
Change Control Process—At-A-Glance

YOUR TAX DOLLARS AT WORK

Valley Water

Safe, Clean Water and Natural Flood Protection

What is the Change Control Process?

The Change Control Process outlines how Valley Water evaluates and implements decisions to **adjust, modify, or not carry out** a Safe, Clean Water project. It ensures projects stay on track, use funds wisely, and meet community needs. Every project has clear outcomes, called key performance indicators (KPIs), that are used to measure progress and results.

Types of Changes

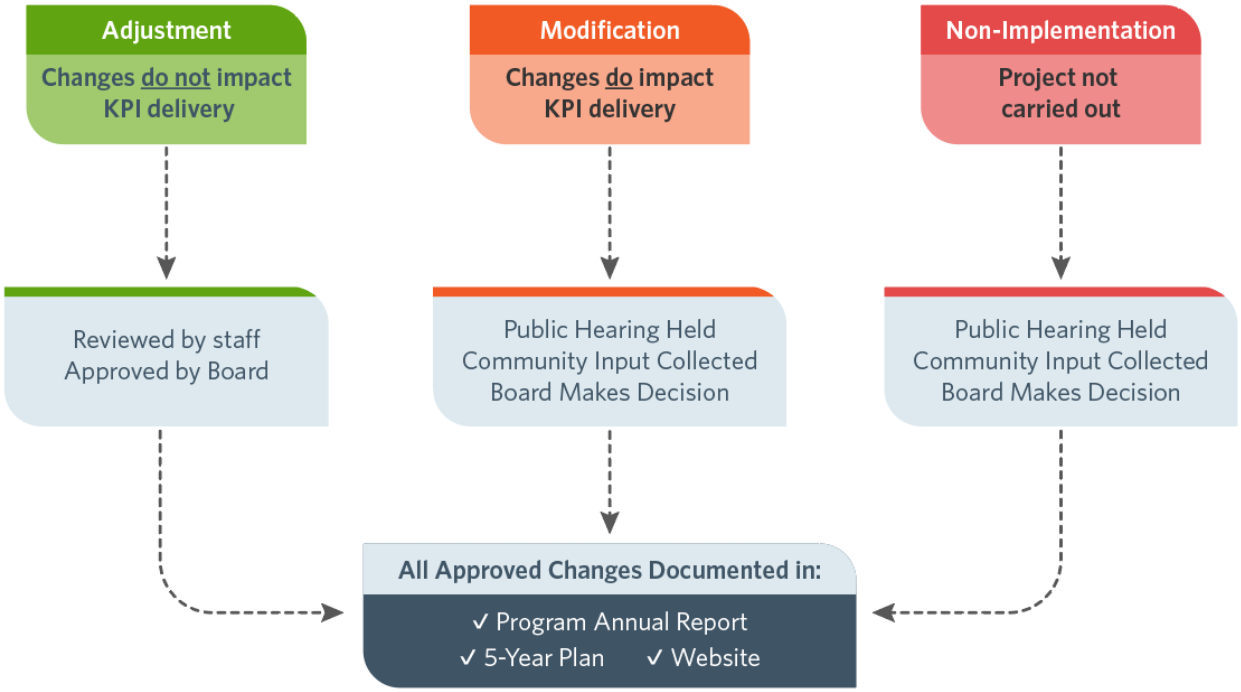
Type of Change	What It Means	Public Hearing Needed?
Adjustment	**Changes** to project text or funding allocation that **do not impact** the delivery of any project **KPI**, or changes to a project schedule. Adjustments may include change(s) to a KPI when the purpose of such change(s) is to clarify the project KPI to be consistent with the applicable project description in the approved Program.	No public hearing—Board approves during regular meetings.
Modification	**Changes** to project description, project KPI, or funding allocation that **impact** delivery of any project **KPI.**	Yes—requires a public hearing.
Non-Implementation	A decision not to carry out a project.	Yes—requires a public hearing.

Public Hearings—Your Role

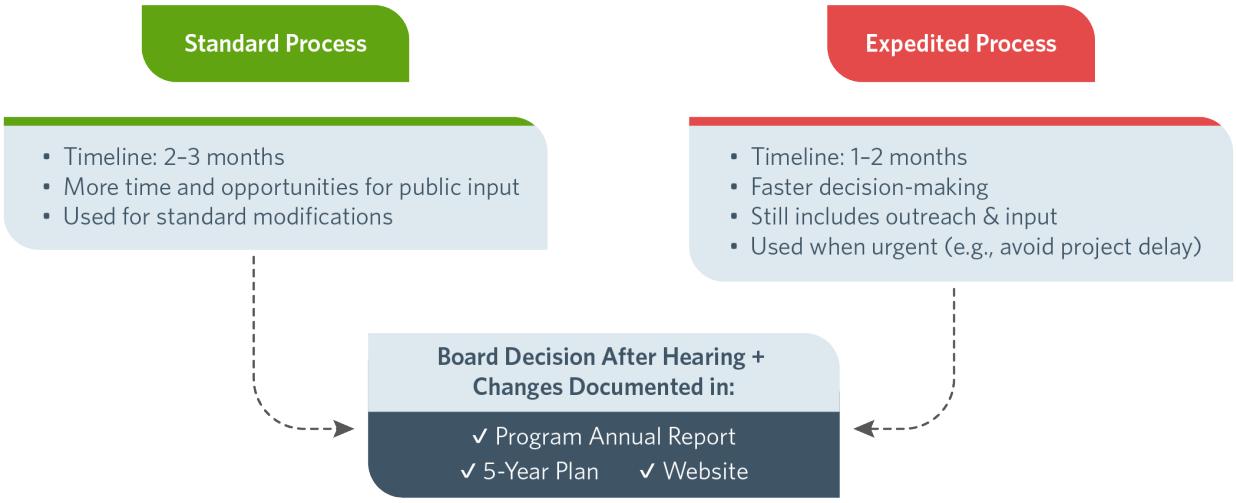
- When?
  Usually, no later than April.
- How long?
  Standard process (2–3 months) or expedited process (1–2 months if urgent).
- How are you notified?
  Notices in local newspapers, Valley Water's website, social media, and email updates.
- How can you participate?
  Attend hearings, sign up for email updates, and join public meetings.

Continued on back... **22**

How a Proposed Project Change Flows



Standard vs. Expedited Public Hearing



Summary

- Changes with no impact to KPI delivery are approved during Board meetings.
- Changes with any impact to KPI delivery are approved by the Board after holding a noticed public hearing.
- Your voice helps shape the future of Safe, Clean Water projects.

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Safe, Clean Water and Natural Flood Protection

Proposed Modifications

Presented by: **Jessica Collins,** Business Planning and Analysis Unit Manager

June 23, 2026

Valley Water

Agenda

- Renewed Safe, Clean Water Program
- Change Control Process
- Proposed Modifications
- Next Steps

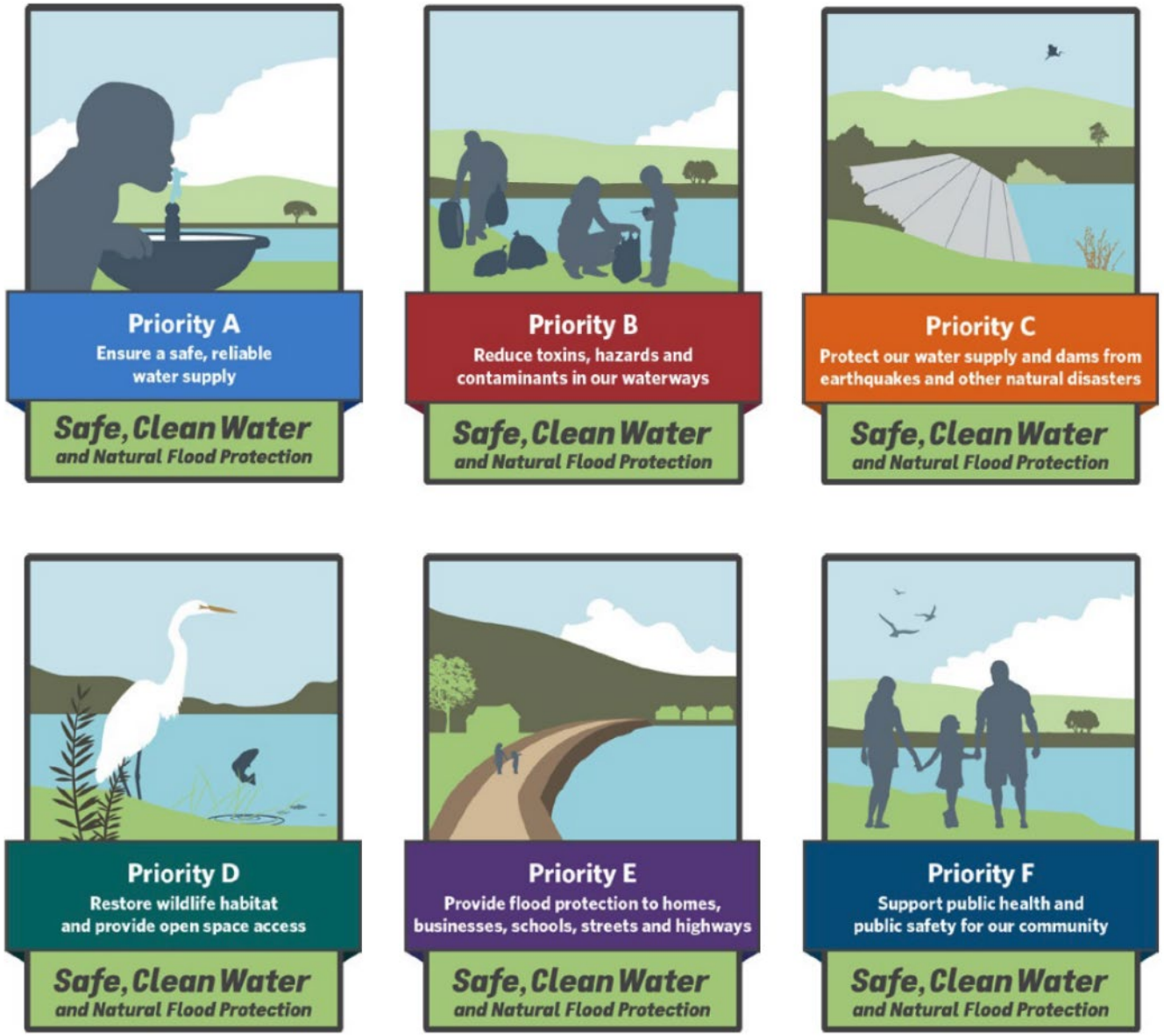
History of Voter-approved Measures

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

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

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

Community-Preferred Priorities



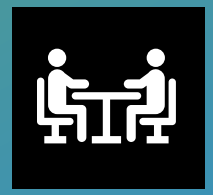
Transparency and Accountability

Multiple 15-Year Financial Planning Cycles

5-Year Checkpoints and Implementation Plans

Annual Reports; Website Updates

Independent Monitoring



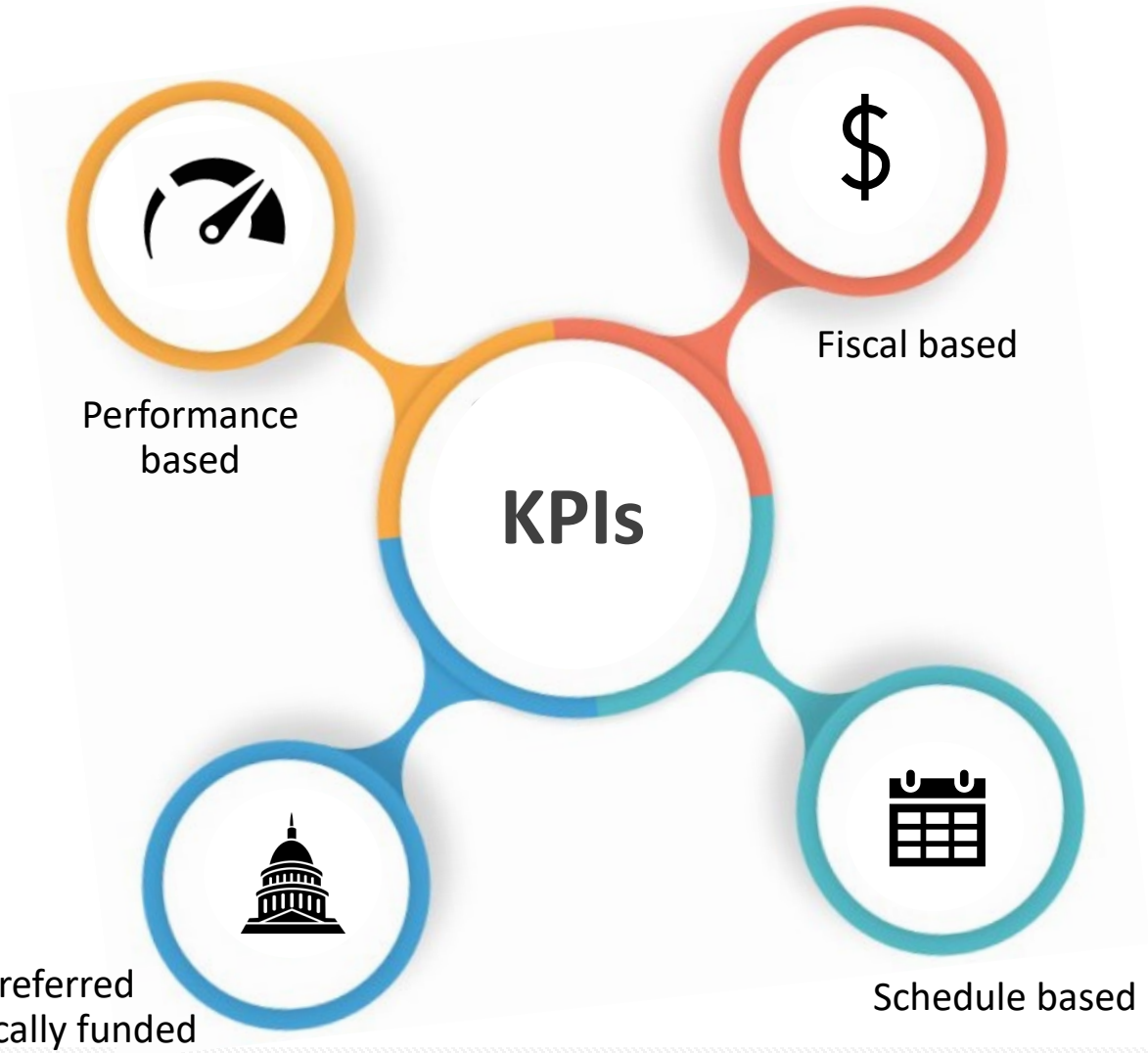
5-Year Professional, Independent Audits

Change Control Process

Public & Interested Parties Engagement Process every 15-years

Monitoring Projects & Program Performance

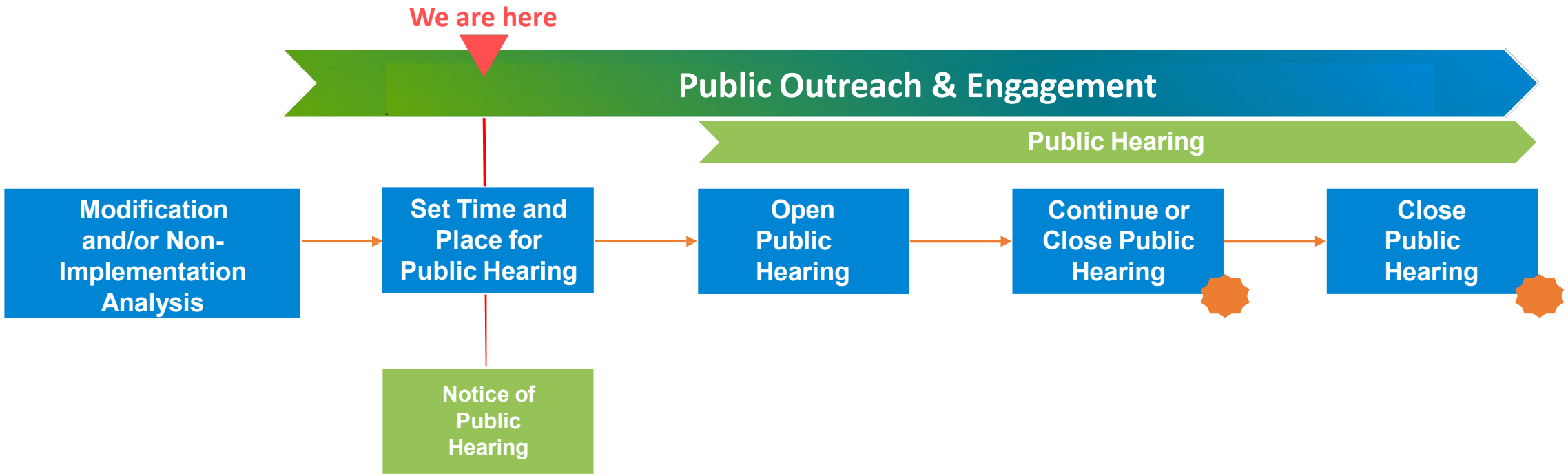
- KPIs are contained in the election resolution approved by the voters
- Board may modify KPIs as per the Change Control Process
- IMC may recommend to the Board KPI modification



Change Control Process

Change Control Process: Recent Improvements

Standard Process Timeline*



Board Meeting

Public Hearing Process

Stakeholder Outreach

Board Direction Provided After Close of Public Hearing

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

Change Control Process: Recent Improvements

Definitions

Adjustment (publicly noticed Board meeting)	**Changes** to the project text or funding allocation that **do not impact** the delivery of any project **KPI**, or changes to a project schedule. Adjustments may include change(s) to a KPI when the purpose of such change(s) is to clarify the project KPI to be consistent with the applicable project description in the approved Program
Modification (formal public hearing)*	**Changes** to project description, project KPI, or funding allocation that **impact** the delivery of any project **KPI.**
Not Implement (formal public hearing)*	**A decision** by the Board to **not implement** a **project**

*Aligns with District Act (Section 12(a)) for public notice requirements.

Proposed Modifications

Project E5: San Francisquito Creek Flood Protection (Palo Alto)

Auditor Finding #7 and Proposed Modifications

Current KPI #1 and KPI #2:

1. "Preferred project with federal, state and local funding: Protect more than 3,000 parcels by providing 1% (100-year) flood protection."

2. "With state and local funding only: Protect approximately 3,000 parcels by providing 1% (100-year) flood protection downstream of Highway 101, and approximately 1.4% (70-year) protection upstream of Highway 101."

Auditor Finding (Finding 7):

- KPI holds Valley Water accountable for flood protection outcome, while Valley Water has no direct control or authority to ensure this outcome is achieved

- KPI does not accurately reflect Valley Water's current role as a funding partner

Project E5: San Francisquito Creek Flood Protection (Palo Alto)

Auditor Finding #7 and Proposed Modifications

Proposed KPI #1 and KPI #2 Revisions:

~~1. "Preferred project with federal, state and local funding: Protect more than 3,000 parcels by providing 1% (100-year) flood protection."~~

~~2. "With state and local funding only: Protect approximately 3,000 parcels by providing 1% (100-year) flood protection downstream of Highway 101, and approximately 1.4% (70-year) protection upstream of Highway 101.~~

1. Provide the San Francisquito Creek Joint Powers Authority a portion of funds commensurate with the project's benefits to Santa Clara County, to provide flood protection along San Francisquito Creek.

Project F6: Good Neighbor Program: Graffiti | Litter Removal |Public Art

Proposed Modifications

Current KPI #3:

3. "Provide up to $1.5 million over 15 years to implement public art projects on Valley Water property and infrastructure."

Purpose of Proposed Modification:

Allow funding of public art projects beyond Valley Water property and infrastructure to educate the public about water and environmental stewardship

Proposed KPI #3:

3. "Provide up to $1.5 million over 15 years to implement or fund public art projects ~~on Valley Water property and infrastructure~~."

Project F6: Good Neighbor Program: Graffiti | Litter Removal |Public Art

Proposed Modifications

Project Description (Scope):

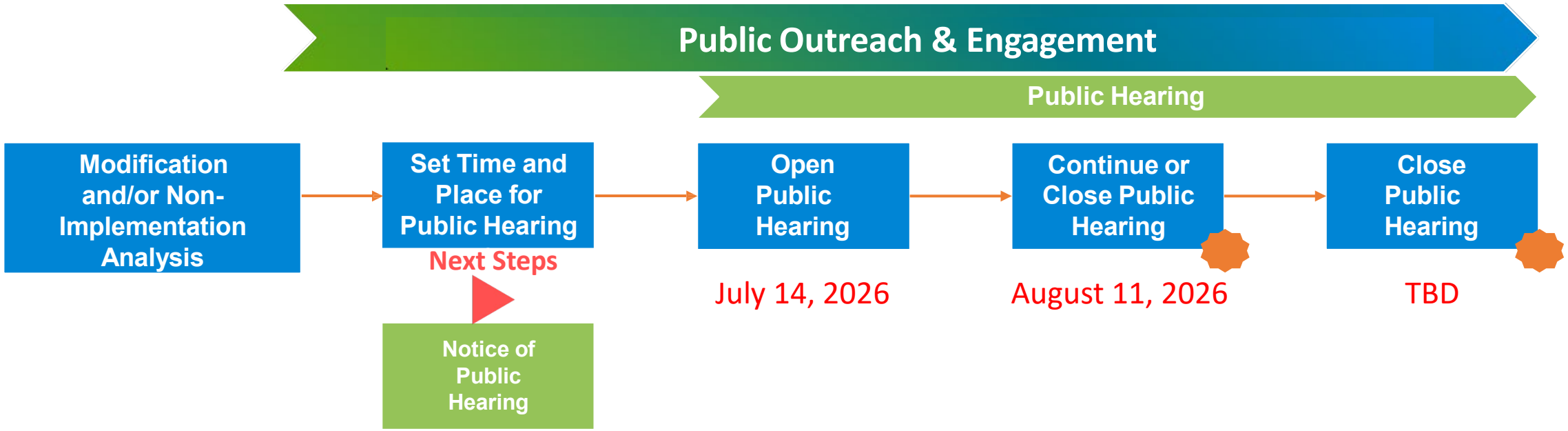
To maintain consistency with the proposed change to KPI#3, staff recommends the following changes to the Project F6 description:

> "This project allows Valley Water to continue responding to requests for cleanup of illegal dumping, trash and graffiti on Valley Water's property and rights-of-way. Cleanup efforts include graffiti removal from floodwalls, concrete embankments, signs, structures and other Valley Water assets, as well as maintaining, repairing and installing fences and gates so that Valley Water structures and facilities remain safe and clean. The project also funds installation and maintenance of public art projects, such as murals, ~~to beautify Valley Water property and infrastructure, to~~ in public spaces throughout Santa Clara County to educate the public about water and environmental stewardship, which in turn will also help deter graffiti and litter."

Next Steps

Change Control Process: Recent Improvements

Standard Process Timeline*



Board Meeting

Public Hearing Process

Stakeholder Outreach

Board Direction Provided After Close of Public Hearing

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

QUESTIONS

Valley Water

Valley Water

Clean Water • Healthy Environment • Flood Protection

File No.: 26-0125

Agenda Date: 6/23/2026
Item No.: 4.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt Recommended Positions on Federal Legislation: H.R. 3717 (Harder) / S. 4603 (Schiff) - Golden Mussel Eradication and Control Act; S. 4536 (Rosen) - Protecting America's Drinking Water from Extreme Temperatures Act; And Other Legislation That May Require Consideration by the Board.

RECOMMENDATION:

A. Adopt a Position of "Support and Amend" on H.R. 3717 (Harder) / S. 4603 (Schiff) - Golden Mussel Eradication and Control Act; and
B. Adopt a Position of "Support" on S. 4536 (Rosen) - Protecting America's Drinking Water from Extreme Temperatures Act.

SUMMARY:

A. H.R. 3717 (Harder) / S. 4603 (Schiff) - Golden Mussel Eradication and Control Act
Recommended Position: Support and Amend
Priority Recommendation: 2
This bill would establish a federal program to address the growing problem of golden mussel infestation in waterways and infrastructure. This bill would create a specific task force under the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 dedicated to golden mussels. Specifically, the bill would:

- Establish a demonstration program to prevent, monitor, control, eradicate, research, and educate on golden mussels;
- Track dispersal and establishment of an early warning system to alert likely areas of future infestations;
- Establish a grant program, on a competitive basis, to state and local entities, institutions of higher education, nonprofit organizations, and industry partners to carry out similar projects that control and eradicate golden mussels; and
- Invest in new technology developed under the grant program.

The bill would authorize $15 million for each of fiscal years 2026-2030 for the program.

Proposed Amendment:
Staff recommends language to make funding eligible for grantees to conduct water infrastructure vulnerability assessments and to increase the total authorized funding level for the program.

Status:
H.R. 3717 was introduced in the House on June 4, 2025, and it was referred to the Committee on Transportation and Infrastructure and the Committee on Natural Resources. S. 4603 was introduced in the Senate on May 20, 2026, and it was referred to the Committee on Environment and Public Works. Senator Alex Padilla (D-CA) is an original cosponsor.

Importance to Santa Clara Valley Water District (Valley Water):
Since their first detection in California in October 2024, golden mussels have become a growing threat to water infrastructure throughout the state. They can rapidly reproduce and colonize hard surfaces such as pipes, intakes, and screens, clogging those structures and threatening the long-term viability of water conveyance infrastructure. As an invasive species, they also threaten native species and damage natural ecosystems. The presence of this species in California waterways poses significant operational risks to Valley Water infrastructure and our county's aquatic ecosystems.

Since 2008, Valley Water has maintained a partnership with Santa Clara County Parks to implement an invasive species prevention program to address infestation from two other invasive mussel species, quagga and zebra mussels. Once golden mussels were discovered in 2024, Valley Water has developed a multi-pronged response that includes expanded monitoring, suspending imported water transfers during golden mussel breeding season, launching a comprehensive public education and outreach campaign, and conducting a comprehensive infrastructure vulnerability assessment.

This bill would complement these and other state and local efforts, recognizing the growing threat that golden mussels pose to critical water infrastructure and ecosystems, and providing federal financial support for eradication efforts.

Pros:
- Provides federal support and coordination for golden mussel eradication efforts, complementing existing work through the California Department of Fish and Wildlife.
- The proposed amendment would make funding eligible for grantees to conduct water infrastructure vulnerability assessments, which Valley Water already does, and increase the total authorized funding.

Cons:
- As written, the bill only authorizes $15 million per year for the program and does not appropriate any funding.

B. S. 4536 (Rosen) - Protecting America's Drinking Water from Extreme Temperatures Act
Recommended Position: Support

Priority Recommendation: 3
This bipartisan bill would reauthorize the Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program and expand eligibility to projects that address extreme temperatures. Under the program, EPA provides competitive grants to community water systems serving more than 10,000 people that increase system resilience to natural hazards, mitigate extreme weather impacts, reduce cybersecurity vulnerabilities, and form regional water partnerships to collaboratively address water shortages. Examples of projects funded under this program include those that conserve water or increase water efficiency; modify or relocate existing drinking water infrastructure impaired by natural hazards; enhance water supply through watershed management and source water protection; reduce cybersecurity vulnerabilities; and more. This bill would add extreme temperatures, either heat or cold, to the list of natural hazards that an eligible project aims to address.

Status:
The bill was introduced in the Senate on May 14, 2026, and it was referred to the Committee on Environment and Public Works.

Importance to Valley Water:
The Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program offers funding that Valley Water could access to finance a range of infrastructure upgrades that increase resilience to natural hazards. With a changing climate producing more extreme temperatures and weather events across the West, the resulting natural hazards are placing greater stress on Valley Water infrastructure. Expanding this grant program to cover extreme temperatures could help Valley Water access the funds for a wider range of infrastructure upgrades.

Pros:
- Expands eligibility for federal water infrastructure funding to projects that improve resiliency to extreme temperatures.
- Could help more Valley Water projects qualify for the grant program.

Cons:
- Expands eligibility without increasing the amount of authorized funding. This would make the grant program even more competitive.

ENVIRONMENTAL JUSTICE IMPACT:
There is no environmental justice impact 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 potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
None.

UNCLASSIFIED MANAGER:
Marta Lugo, 408-630-2237

Santa Clara Valley Water District

File No.: 26-0511

Agenda Date: 6/23/2026
Item No.: 4.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve Memorandum of Understanding for Cost Sharing Between Santa Clara Valley Water District and San Benito County Water District for an Updated North San Benito Groundwater Basin Groundwater Sustainability Plan in the Amount of $1,634 Annually and $8,170 Over a Five-Year Term.

RECOMMENDATION:

A. Approve Memorandum of Understanding for Cost Sharing Between Santa Clara Valley Water District and San Benito County Water District for development and implementation of a Groundwater Sustainability Plan Update for the North San Benito Groundwater Basin in the Amount of $1,634 annually and $8,170 over a five-year term; and
B. Authorize the Chief Executive Officer, or their designee, to sign the Memorandum of Understanding.

SUMMARY:
Under California's Sustainable Groundwater Management Act (SGMA), Santa Clara Valley Water District (Valley Water) serves as the exclusive Groundwater Sustainability Agency (GSA) for the Santa Clara and Llagas subbasins that are entirely within Santa Clara County. The Department of Water Resources (DWR) has approved Valley Water's Groundwater Sustainability Plan (GSP) Alternative for the management of these basins.

In addition to these groundwater basins, Valley Water also serves as the GSA for the very small portion of the North San Benito Subbasin located within Santa Clara County. San Benito County Water District (SBCWD) is the GSA for the rest of this Subbasin located in San Benito County. In 2017, Valley Water and SBCWD entered into a Memorandum of Understanding (MOU) for the sharing of costs and responsibilities for the development of a GSP for the North San Benito Subbasin. In 2023, DWR approved the 2021 GSP for the management of this basin.

Under SGMA, GSP and GSP alternatives must be updated every five years and submitted to DWR for review and approval. SBCWD is in the process of preparing the five-year update to the North San Benito Subbasin GSP and seeks Valley Water's approval of sharing these costs proportionately to

the amount of basin land located within Santa Clara County.

This MOU sets forth an agreement to share costs (and some management responsibilities) for developing, implementing, and enforcing the updated GSP for the North San Benito Subbasin within Santa Clara County.

Valley Water will contribute a proportional share of the costs ($0.60 per acre) incurred by SBCWD for development of the GSP, based on the amount of land (2,724 acres) above the North San Benito Subbasin that is located within Santa Clara County. Valley Water's payment obligation to SBCWD is $1,634 annually, or $8,170 total over the five-year term of the MOU.

The MOU term is from the effective date of July 1, 2026 until five years thereafter, unless mutually agreed in writing.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:
This MOU specifies that Valley Water's cost sharing payment to San Benito County Water District will be $1,634 annually, or $8,170 total over the five-year term. There is adequate funding for these payments in the Hollister Groundwater Management project (Project No. 60041003) in the FY2026-27 Adopted Budget.

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 change in the physical environment.

ATTACHMENTS:
Attachment 1: MOU

UNCLASSIFIED MANAGER:
Greg Williams, 408-630-2867

MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND SAN BENITO COUNTY WATER DISTRICT FOR
GROUNDWATER BASIN SUSTAINABILITY PLAN COST SHARING

This MEMORANDUM OF UNDERSTANDING ("MOU"), effective as of July 1, 2026 ("Effective Date"), is by and between the Santa Clara Valley Water District ("Valley Water"), and the San Benito County Water District ("SBCWD"). Valley Water and SBCWD are referred to herein individually as "Party" and collectively as the "Parties."

This MOU sets forth the respective roles and responsibilities of the Parties for coordinating continued implementation of the development, implementation and enforcement of a further or updated groundwater sustainability plan for the North San Benito Groundwater Basin (3-003.05), consistent with the Sustainable Groundwater Management Act ("SGMA").

RECITALS

WHEREAS, Valley Water, an independent special district created by the Legislature of the State of California, manages groundwater and is the primary water resource agency for Santa Clara County, supplying wholesale water, providing flood protection, and serving as environmental steward for clean, safe creeks and healthy ecosystems; and

WHEREAS, SBCWD, a County Water District organized pursuant to Chapter 70 of the Water Code Appendix (the "San Benito County Water District Act"), preserves the economic and environmental health and well-being of San Benito County through the control, management, and conservation of waters and the provision of water services in a practical, cost-effective, and responsible manner; and

WHEREAS, SGMA, enacted by the State of California, provides that local agencies may become a Groundwater Sustainability Agency ("GSA") and adopt a Groundwater Sustainability Plan ("GSP") to manage groundwater basins within the local agency's statutory jurisdiction; and

WHEREAS, on July 5, 2017, the Parties entered into a memorandum of understanding that set forth the roles and responsibilities for coordinating their compliance with the Act, the purpose being "to establish an understanding between the Parties with regard to preparing a consolidated GSP for the [Bolsa Area (3-003.02), Hollister Area (3-003.03), and San Juan Bautista Area (3-003.04) Subbasins of the Gilroy-Hollister Basin and the Tres Pinos Valley Basin (3-025)], including responsibilities and funding obligations." ("2017 MOU"); and

WHEREAS, on July 3, 2019, the California Department of Water Resources ("DWR") approved a basin boundary modification that consolidated the Bolsa Area (3-003.02), Hollister Area (3-003.03), and San Juan Bautista Area (3-003.04) Subbasins of the Gilroy-Hollister Basin and the Tres Pinos Valley Basin (3-025) into the North San Benito Groundwater Basin (3-003.05); and

WHEREAS, the Boards of Directors of SBCWD and Valley Water adopted a GSP for the North San Benito Groundwater Basin on November 17, 2021 and December 14, 2021, respectively; and

WHEREAS, on July 27, 2023, DWR approved the GSP for the North San Benito Subbasin; and

WHEREAS, SBCWD is the exclusive GSA within the portion of the North San Benito Subbasin located in San Benito County; and

WHEREAS, Valley Water is the exclusive GSA within the portion of the North San Benito Subbasin located in Santa Clara County; and

WHEREAS, the Parties have a continued interest in collaborating and sharing costs in the development, implementation and enforcement of a further or revised or updated GSP for the North San Benito Subbasin consistent with SGMA and the Parties' respective jurisdiction of lands in the North San Benito Subbasin; and

WHEREAS, the Parties agree and wish to memorialize that all obligations under the 2017 MOU have been fully satisfied and that agreement has been terminated.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual obligations of the Parties expressed herein, the Parties agree as follows:

1. Purpose

This MOU memorializes the terms under which Valley Water will continue its coordination, information sharing, and cost-sharing obligations in support of the development, implementation, and enforcement of a further or revised or updated GSP for the North San Benito Subbasin, as required by SGMA. This MOU also memorialize that all obligations under the prior 2017 MOU (for development of the initial GSP) have been fully satisfied and that agreement has been terminated.

2. Term

This MOU shall be in full force and effect as of the Effective Date, and shall terminate five (5) years thereafter, unless the Parties mutually agree otherwise in writing.

3. Responsibilities of SBCWD

a) SBCWD will act as the contracting entity under this MOU. Subject to approval by SBCWD's authorized representative, SBCWD shall be responsible for executing any consultant contracts to undertake implementation and SGMA compliance for the GSP for the North San Benito Subbasin. SBCWD shall conduct a consultant procurement process that satisfies its own internal consultant procurement policies/criteria.

b) SBCWD will share relevant Basin data and information with Valley Water.

c) SBCWD will notify Valley Water of the consultants selected for purposes of SGMA compliance, including, but not limited to, 5-year periodic evaluations of the GSP for the North San Benito Subbasin, groundwater monitoring, and surface water monitoring.

d) SBCWD shall be responsible for the cost of developing a further or revised or updated GSP for the North San Benito Subbasin as it pertains to lands within Santa Clara County, as set forth in Article 4(b) and Article 5.

4. Responsibilities of Valley Water

a) Valley Water will share relevant data and information with SBCWD as requested.

b) Valley Water will reimburse SBCWD for its further or revised or updated GSP-related costs in accordance with Article 5 of this MOU.

5. Cost Sharing and Payment

a) Valley Water will contribute a proportional share of the costs incurred by SBCWD for further GSP development, implementation, and/or enforcement within the North San Benito Subbasin located within Santa Clara County.

b) The annual amount payable by Valley Water to SBCWD is $0.60 (sixty cents) per acre of lands within the North San Benito Subbasin that are susceptible of irrigation and located in Santa Clara County, as previously determined by SBCWD's groundwater management consultant, which the Parties mutually agree is 2,724 acres.

c) The total amount payable by Valley Water to SBCWD over the Term of this MOU, pursuant to the foregoing dollar amount and acreage, is $1,634 (one thousand six hundred thirty-four dollars) annually, or $8,170 total over the Term.

d) SBCWD will issue invoices to Valley Water annually in the amount agreed to hereunder, which shall be paid to SBCWD in full within thirty (30) days of receipt of the invoice.

6. Hold Harmless, Indemnification, Remedies, and Insurance

To the extent permitted by California law and in proportion to fault, each Party will indemnify, defend, and hold the other Party and its directors, officers, agents, and employees safe and harmless from any and all claims, suits, judgments, damages, penalties, costs, expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys' fees, paralegal fees, consultant fees, engineering fees, expert fees, and any other professional fees) that arise from or are related in any way to each Party's (including its employees, officers, and agents) performance under this MOU; provided, however, that no Party shall indemnify or hold harmless another Party for that Party's own negligent acts, errors, or omissions, or willful misconduct, in the performance of this MOU, including the performance of consultants.

Notwithstanding the preceding paragraph, where the Parties are named in a suit challenging the GSP, or made subject to a claim or penalty regarding the same, the Parties shall coordinate and undertake a joint defense, utilizing a joint defense agreement to the extent possible, subject to the approval of the Parties. Each Party agrees that, to the greatest extent practicable, it shall cooperate in such defense and execute any waivers and/or tolling agreements that may be necessary in order to provide for a single joint defense of such a suit, claim, or imposition of penalty. Any communications between the Parties and any of their respective consultants and attorneys engaged in the joint defense shall be privileged as joint defense communications. Work performed during the joint defense by Consultants or attorneys, to the extent allowed by law, shall be considered attorney work product. Nothing in this paragraph is intended to require a joint defense under circumstances where it would be legally impermissible or under circumstances where it is wholly impractical.

This indemnity provision shall survive the termination of this MOU. Further, each Party will be liable to the other Party for its attorneys' fees, costs, and expenses, and all other costs and expenses whatsoever incurred in enforcing this indemnity provision.

In all consultant contracts funded in whole or part by the Parties, SBCWD shall name Valley Water and its officers, agents, and employees as additional insureds and additional indemnitees in the insurance coverage and indemnity provisions customarily used in the SBCWD professional service contracts.

7. Disputes

Any claim that a Party may have against the other Party regarding the performance of this MOU, including, but not limited to, claims for compensation will be submitted to such other Party. The Parties will attempt to negotiate a resolution of such claim and if necessary process an amendment to this MOU or a settlement agreement to implement the terms of any such resolution.

8. Cancellation

If a Party elects to terminate its participation in this MOU prior to the expiration of the Term, it may do so by delivering to the other Party a written notice of intention to terminate, provided that all cost-sharing and payment obligations set forth in Article 5 are met. Such termination shall take effect thirty (30) days following the receipt of notice by the other Party. No portion of the terminating Party's financial contribution provided under this MOU shall be refunded to the terminating Party.

9. Maintenance and Inspection of Books, Records, and Reports

The Parties will, upon reasonable advance written notice, make available for inspection by the other Party all records, books, and other documents directly relating to the GSP or groundwater management for the North San Benito Subbasin. Prior to the release of such documents (other than in response to a request under the California Public Records Act, a subpoena, or court order), all draft information shall be approved by both Parties for finalization and release.

10. MOU Not a Precedent

The Parties intend that the provisions of this MOU will not bind the Parties as to the provisions of any future agreement between them. This MOU was developed specifically for the Term and purpose.

11. Notices

Any notice, demand, or request made in connection with this MOU must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, or by email, to the following addresses:

Santa Clara Valley Water District
Attention: Jason Gurdak, Groundwater Management Unit Manager
5750 Almaden Expressway
San Jose, CA 95118
jgurdak@valleywater.org

San Benito County Water District
Attention: Dana Jacobson, General Manager
30 Mansfield Road,
Hollister, CA 95023
djacobson@sbcwd.ca.gov

Either Party may change such contact or address by notice given to the other Party as provided herein.

12. Amendments

This MOU may be amended in the form of a written amendment executed by the Parties.

13. Assignment

No Party shall assign, sublet, or transfer this MOU or any of the rights or interests in this MOU without the written consent of the other Party.

14. Severability

The partial or total invalidity of one or more parts of this MOU will not affect the intent or validity of remaining parts of this MOU.

15. Governing Law

This MOU will be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws.

16. Interpretation

This MOU shall be deemed to have been prepared equally by both Parties, and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

17. No Third-Party Beneficiaries

This MOU does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

SAN BENITO COUNTY WATER DISTRICT

By: _____ _____
Dana Jacobson — Date
General Manager

Approved as to Form

By: _____ _____
Russell Frink — Date
Legal Counsel

SANTA CLARA VALLEY WATER DISTRICT

By: _____ _____
Melanie Richardson — Date
Interim Chief Executive Officer

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File No.: 26-0518

Agenda Date: 6/23/2026
Item No.: 4.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Consider and Approve Nominations for Two-Year Committee Appointments and Reappointments to the Santa Clara Valley Water Youth Commission.

RECOMMENDATION:
Consider and approve nominations for two-year appointments and reappointments to the Santa Clara Valley Water Youth Commission.

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

The following committee member nominations for the Santa Clara Valley Water Youth Commission are submitted for Board appointment consideration in accordance with Board Resolution 17-75, Providing for and Defining the Structure and Function of Board Committees (Attachment 1).

The respective committee applications for the new nominees are included as Attachment 2. Applications for alternate members are included as Attachment 3.

Personal information concerning these minor applicants have been redacted on the attachments provided to the public.

NEW APPOINTMENTS
Applicant Name: Adriana Anaya, Evan Villanueva, Irene Kim
Nominating Director: Director Varela

Applicant Name: Ayush Bansal, Brandon Chung Du, Rhia Swaminath
Nominating Director: Director Ballard

Applicant Name: Yichi Zhang

Nominating Director: Director Beall

Applicant Name: Chris Henry
Nominating Director: Director Hsueh

Applicant Name: Patricio Villasenor, Priyank Sharmi-Tiwari
Nominating Director: Director Estremera

Applicant Name: Nitya Parakala
Nominating Director: Director Eisenberg

ALTERNATE MEMBERS
Applicant Name: Jacob Henig, Navasiddhi Bochker
Nominating Director: Director Varela

Applicant Name: Chloe Jang, Nitya Sree Kavuri
Nominating Director: Director Ballard

Applicant Name: Clarice Yasmine Golpayegani, Ellie Kim
Nominating Director: Director Beall

Applicant Name: Archer Dickinson, Anaira Phadke
Nominating Director: Director Hsueh

Applicant Name: Rithvik Arun, Zander Yu
Nominating Director: Director Estremera

Applicant Name: Shrishti Sinha, Cassia Dyer Seem
Nominating Director: Director Eisenberg

REAPPOINTMENTS
Applicant Name: Prathik Janakiram, Nina Yuan
Nominating Director: Director Santos

Applicant Name: Ellie Zhou
Nominating Director: Director Beall

ENVIRONMENTAL JUSTICE IMPACT:
This action is not subject to environmental justice analysis because it is unlikely to result in any human health or environmental impacts.

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 2026-2027.

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: SCVWD Resolution No. 17-75
Attachment 2: 2026 YC Applications, Redacted
Attachment 3: 2026 YC Alternate Member Applications, Redacted

UNCLASSIFIED MANAGER:
Wendy Ho, 408-630-3874

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.

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

JOHN L. VARELA
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

Michele L. King

Clerk/Board of Directors

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Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Adriana M Anaya	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: John L. Varela	Board Member District #: 1

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

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C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
10/16/2025-NOW	Mini Cat Town Volunteer Program	At Mini Cat Town I currently care for kittens on premises by washing dishes, feeding kittens, and checking health statuses. I manage front desk; charging customers and stating rules which apply to their visits.
04/14/26-NOW	Grupo Folklorico Los Laureles Assistant teacher	I currently am a volunteer assistant teacher for a children's class at Grupo Folklorico Los Laureles, ages ranging from 6-10 years old, I help out by dancing and teaching the students once a week.
2026	Evergreen Valley High School	I gather friends and students together into small groups and organize practices to learn and perform dances and auditions for showcases throughout the school year.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☒ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am interested in helping the environment's natural resources, wildlife, and diverse ecosystems through the work on this Commission. I feel that adults don't protect it enough and it's up to us youth to help. I would like to gain experience in the public sector to see if it something I would like to pursue in the future. I would like the opportunity to work directly with the environment and contribute to attempting to save our most vital resource of water.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

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E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I believe our infrastructure is old and it doesn't align with the new climate change forecast and we need to come up with new ways to capture all this rainwater to replenish our groundwater. I think our infrastructure needs diversity, such as bringing back wildlife and plant life to our creeks, that will help with storm surges, cleaning of the water, and providing habitat for animals.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to gain experience in the environmental field of this Commission. I look forward to working with other youth in my community to help the environment and others. I think I can contribute meaningful ideas to the preservation of creek ecosystem life. I would like to see what kind of impact I would be able to make in a public sector role.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Adriana Anaya Grade: 10

Applicant Signature: Signed by: Adriana M Anaya 721F9495FA9242C... School:

Date: 5/3/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Arlene Anaya

Relationship (print): Mother

Parent/Guardian signature: Signed by: Arlene Anaya 2362EB8B8C49476...

Date: 5/3/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Evan Villanueva	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: John L. Varela	Board Member District #: 1

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ◯ Yes ◉ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ✓ Yes ◯ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
2024-Present	Environmental School Club	Participated in campus sustainability initiatives and local creek cleanup events to reduce pollution
Summer 2024	Community Volunteer	Helped distribute resources at a neighborhood outreach event, supporting local families in need
Jan 2026	Independent Service Projects	Engaged in service projects related to environmental science, including water quality and conservation topics where I would go to libraries and schedule lectures to inform people of the community the dangers of

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Social Media
- ☒ Committee Member (specify): Bryce Chen
- ☒ School
- ☐ Director (specify): _____
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).
Water is something we all use every day but rarely think about. Growing up here, I've started paying more attention to how much our community depends on having a reliable, clean water supply, especially with drought being such a real concern in California. Through some of the environmental work I've been involved in, I got more curious about how water is actually managed at a local level and who makes those decisions. Joining the Youth Commission feels like a natural next step, a way to learn more, contribute something real, and make sure younger voices are part of those conversations. I'm particularly drawn to the outreach side of things because I think a lot of kids my age just don't know enough about where their water comes from or why it matters, and that's something worth changing.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (Please go to valleywater.org/youthcommission for committee meeting schedule details.) ☑ Yes ☐ No

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ◉ Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I think drought and water supply reliability is the biggest issue facing Santa Clara County right now. California keeps going through these cycles of dry years and it's becoming clear that what used to work isn't really enough anymore. What hits closest to home for me personally is water quality, specifically runoff and how everyday pollution ends up in our local creeks and eventually the water supply. I started noticing it more after getting involved in some cleanup efforts and realizing how much trash and chemical runoff actually makes it into the watershed. It made the issue feel a lot more real than just something you read about in a textbook.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

Honestly I want to understand how decisions about water actually get made at a local level, because that's something most students my age have no idea about. I think being in that room and seeing the process would teach me a lot. As for what I can contribute, I think I'm good at talking to people my age in a way that actually lands, so I'd want to help with outreach and getting other students more aware and engaged. I also just bring a student perspective that I think is easy to overlook when decisions are being made by adults, and having that voice represented matters.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Evan Villanueva

Applicant Signature: EV

Date: 4/22/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Gaby Villanueva

Relationship (print): Mother

Parent/Guardian signature:

Date: 4/22/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Irene Kim	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail: irene.sebin.kim@gmail.com	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: John L. Varela	Board Member District #: 1

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ○ Yes ◉ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ◉ Yes ○ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
7/24 - Ongoing	Mini Cat Town Volunteer	Provided animal care and served possible adoptors, developing communication skills and supporting my local cat shelter.
9/23 - Ongoing	STEM Outreach	Led hands-on engineering workshops at local elementary schools, including Title 1 schools, and public libraries to inspire underrepresented youth to pursue careers in STEM.
8/23 - 5/24	Korean Language Education Assistant at New Life Korean School	Aided teachers at a local Korean elementary school, fostering multilingual education and strengenthing the Korean American community on the local level.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ■ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).
Growing up in San Jose, I've always been surrounded by the natural landscapes and green spaces that make Santa Clara County such a vibrant place to live. This environment allowed me to develop a deep appreciation for environmental conservation, and serving on the Valley Water Youth Commission would give me the opportunity to turn my passion into meaningful action. Through my experience mentoring students, volunteering in my community, and participating in local park clean-ups, I've seen how outreach and civic engagement can inspire people to care about the world around them. I hope to bring that same energy and passion to the Commission, advocating for my peers and amplifying the voice of the youth for environmental conservation.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☐ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ■ Community assistance such as supporting unhoused youth or creating care packages
- ☐ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (◉) Yes ( ) No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. (◉) Yes ( ) No

If you have a disability, what accommodations would you need to serve on this committee?

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

One of the most pressing issues that Santa Clara County faces is the threat climate change poses to long-term water reliability. The rising temperatures, shifting rainfall patterns, and more severe droughts all impact water reliability in the long term and the ecosystem health throughout the county. Of all these challenges, water conservation and supply reliability is most relevent to me. Having grown up in San Jose, I've witnessed first hand how quickly our region can go from flooding to long periods of droughts, and I've come to understand that ensuring equitable access to clean, reliable water is a matter of community wellbeing and social equity, not just an issue with the environment. Joining the Youth Commission would give me the opportunity to educate my peers about the urgency of these issues and ensure that the voices of young people are part of the conservation that is shaping our county's water future.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

Serving on the Valley Water Youth Commission would allow me to grow as a project planner and public advocate while contributing the outreach skills and community connections I have built through years of volunteering and mentoring. Through working with diverse communities, I have developed the ability to engage people from all backgrounds and communicate in ways that are accessible and inspiring. I want to bring that same inclusive approach to the Commission's initiatives, helping spread awareness about water conservation and environmental protection to audiences that are often left out of civic conversations. In return, I hope to gain hands-on experience in civic leadership and improve my ability to advocate confidently for issues that matter deeply to my community and to future generations.

F. EMERGENCY CONTACTS

In case of emergency, contact: Mother		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Irene Kim Grade: 11

Applicant Signature: [signature] School: _____

Date: 5/4/26

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Ji Lee

Relationship (print): Mother

Parent/Guardian signature: [signature]

Date: 5/4/26

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Ayush Bansal	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Shiloh Ballard	Board Member District #: 2

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ○ Yes ◉ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ◉ Yes ○ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
2023-Present	Freshman Class President & ASB Club Commissioner	I represent student voices, help coordinate events with 400+ attendees, and work with administrators across 80+ clubs. This prepares me to bring outreach, collaboration, and project coordination to the Commission.
2024-Present	Vibha Bay Area Youth Volunteer	Volunteered 427 hours over the last 3 years teaching physics to underserved students and fundraising for children affected by school budget cuts. Taught me humility and how to create real community impact.
2025-Present	Volunteer @ KIPAC Stanford	I volunteer to host public star-gazing events and help with lectures; work in a team of 30 PHD students and postdocs to explain complex physics ideas clearly to the public. I would bring that same approach to water education.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ■ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ■ Other (specify): Previously applied

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am interested in serving on the Youth Commission because it is in a sense a culmination of things I value: science, civic service, and community education. Through attending Director Shiloh Ballard's D2 Water Series, I saw how talking about water with others is of utmost importance and how you can learn lots by being surrounded by people who are smarter than you. This experience made water issues feel more immediate rather than something to deal with later. After attending the coffee chat, I spent lots of time reading about where our water comes from, what challenges our district faces and how I can help be part of the solution. I want to serve in particular because I hope to help more students and residents gain that same access and have these important discussions as well.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ■ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ■ Community assistance such as supporting unhoused youth or creating care packages
- ■ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (◉) Yes ( ) No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. (◉) Yes ( ) No

If you have a disability, what accommodations would you need to serve on this committee?

N/A

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I believe the most pressing issue facing Santa Clara County is building long-term drought resilience and reducing pressure on our water supply. In my personal experience, I have noticed that public concern about water often comes in spikes: during major droughts (like the one about four years ago), conservation was everywhere, and people were constantly reminded to save water. Now that the emergency feels less visible (if at all). I do not see the same level of education or urgency, even though the underlying challenge has not changed. Climate resilience requires infrastructure, but it also requires public trust, education, and participation. As a student, I think the youth can make a real difference by translating information into accessible outreach, connecting with schools, and helping water issues feel close and local rather than something to deal with later.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I want to learn how ideas move from public concern to research, planning, and implementation. In particular, I would also like to contribute by building something which solves a problem the Water Valley faces. An idea which I've been thinking about is building a drone which can fly through creeks and map them out so any employee or person can see exactly where trash is and focus their efforts in a consolidated way. I'm an avid biker and I see after rainy seasons that our creek is often riddled with trash. Most importantly, I would contribute as a team player. I've often seen that people, especially students, undervalue the impact they have. Being on the Youth Commission, I would work to empower my peers and be someone who they know always listens to their ideas and values them.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Ayush Bansal Grade: 11

Applicant Signature: Ayush School: _____

Date: 5/3/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Rahul Bansal

Relationship (print): Father

Parent/Guardian signature: _____

Date: 5/3/2026

Docusign Envelope ID: 11529CBD-72CC-4BA2-9468-87F40A445A75

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Brandon Chung Du	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Shiloh Ballard	Board Member District #: 2

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

Docusign Envelope ID: 11529CBD-72CC-4BA2-9468-87F40A445A75

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
2024-Now	Youth Initiatives Club	Led youth participation in advocacy and community service, including food donations to strengthen community food security; recognized by former Santa Clara City Councilmember Teresa O'Neill for community leadership.
Spring, 2025	Able To Shine Teens Club	Supported community activities such as local library book sales and Second Harvest Food Bank activities.
2021-2024	Volunteer	Advocated for Measure I through door-to-door outreach; recognized by Mayor Lisa Gillmor for youth advocacy. Supported community engagement and public safety, including the Parade of Champions and K-9 training.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☒ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am eager to join the Youth Commission to transform the Master Plan 2050 into empowerment of grassroots strategies and local actions. My advocacy for Measure I—which secured $46 million for vital water infrastructure—was recognized by Mayor Lisa Gillmor, and my 25-year municipal resilience model earned national acclaim at ExploraVision National Science Competition. These efforts echo the Board's long-term vision. I am committed to addressing how droughts, water quality, and aging systems impact residents in our county, especially lower-income families who feel these burdens most. On the Commission, I will lead youth advocacy to mobilize my peers and provide the Board with youth-led insights.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

N/A

Docusign Envelope ID: 11529CBD-72CC-4BA2-9468-87F40A445A75

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I believe water scarcity, intensified by climate volatility, is the most pressing issue facing Santa Clara County. As highlighted in the Water Supply Master Plan 2050, securing our future requires bold steps beyond standard conservation—including investments in water reuse and infrastructure resilience to combat prolonged droughts and rising demand.

Water quality matters most to me. In Santa Clara, runoff pollution and infrastructure limitations heighten the urgency of this issue. Seeing discolored tap water at home made it deeply personal and motivated me to advocate for clean, reliable water for every household. By joining the Youth Commission, I aim to bring these lived experiences to the table, sparking innovative thinking to protect our watersheds. I am driven to help nurture a generation of lifelong environmental stewards while ensuring equitable water access for all residents.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

Serving on the Youth Commission would be a life-changing opportunity. By working alongside experienced leaders and professionals, I hope to deepen my understanding of water policy, conservation, and sustainability, to develop my skills in policy advocacy, and to gain firsthand insight into how long-term solutions are crafted. I am eager to grow into a leader who doesn't just advocate for the environment but understands how to safeguard it for generations.

I will contribute a youth perspective rooted in community action, having championed Measure I to secure infrastructure funding and supported natural spaces like the Calabazas Creek Trail. I am particularly eager to join working groups focused on Public Outreach to bridge the gap between Valley Water's strategic goals and youth engagement. With a background in resilience-planning, I am ready to mobilize my peers to help shape a sustainable and equitable water future for all Santa Clara County residents.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

Docusign Envelope ID: 11529CBD-72CC-4BA2-9468-87F40A445A75

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Brandon Du Grade: Rsing G11

Applicant Signature: Signed by: Brandon Chung Du E7ACE4DDC4C14DC... School:

Date: 5/3/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Yimin Wang Zimmerer

Relationship (print): Mom

Parent/Guardian signature: DocuSigned by: Yimin Wang Zimmerer 09C6523EC9A0469...

Date: 5/3/2026

Application for the Santa Clara Valley Water District Youth Commission

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A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Rhia Swaminath	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone: NA	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Shiloh Ballard	Board Member District #: 2

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone: NA	Guardian Work Phone: NA	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ◯ Yes ☑ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☑ Yes ◯ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
July 2022 - Present	49ers STEM Leadership Institute	Multi-year program focused on STEM enrichment, leadership development, competitions, and skills training.
July 2025 - Present	Outreach Team - First Tech Challenge (FTC)	Led outreach efforts to promote robotics and STEM in the local community through events, school visits at Ponderosa Elementary, and public demos.
September 2024 - Present	SCUSD Garden Volunteer	Established a native plant garden at Washington Open Elementary and volunteered 100+ hours at SCUSD community gardens and farms.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☑ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

Through serving on the Valley Water Youth Commission, I will be able to contribute to my community through policy. Right now, through my interest in science and STEM, I have been working on independent projects to help my environment, from creating medical smart surgical scans to creating automated machines to reduce the impact of harmful algae blooms. I applied to the Commission last year and am eager to join this year because my leadership and teamwork skills have grown, especially through leading STEM workshops as a part of the outreach team in First Tech Challenge. I believe I can benefit the Commission through a new perspective from my personal experiences.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☑ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☑ Community assistance such as supporting unhoused youth or creating care packages
- ☑ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (Please go to valleywater.org/youthcommission for committee meeting schedule details.) ◉ Yes ○ No

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ◉ Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?

None

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

> In the Santa Clara County, I feel water wastage is the most pressing issue we are facing and the lack of awareness from youth around it. From Intro to Biotech, a class offered in my high school, I have learned about the benefits of biotechnology in wastewater management, but many students are not exposed to the severity of this problem. As the youth become the new leaders of today, it is important for us to use policy to introduce proposals and lead outreach events. From following the Valley Water News, I am especially intrigued by the work done in the SF Shoreline Project and the Anderson Dam. If appointed to the Commission, I hope to be involved in similar projects to connect youth to Valley Water's processes to help the next generation feel linked with policies and updates.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

> Environmental science is one of my passions, and if appointed to the Youth Commission, I hope to gain a deeper insight about Valley Water's approaches on environmental troubles and what middle and high schoolers can do to serve our environment. I hope I can expand my connections with like-minded peers who also believe in stepping up for the youth. With my abilities of interacting with individuals from many age groups, I can use this to communicate my ideas with officials and fellow members. With my outgoing and social personality, I hope to make change that only happens when different generations work alongside each other. I am excited to meet new people from the valley and build strong connections, also contributing to my knowledge about conservation. All in all, I am excited to connect Youth Commission's policies with the voice of my peers.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Rhia Swaminath

Applicant Signature: Rhia S.

Date: 4/24/26

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Anupama Swaminath

Relationship (print): Mother

Parent/Guardian signature: S Anupama

Date: 4/24/26

Docusign Envelope ID: 8C05199A-161B-4E83-9AE2-C3DA05EFDFBB

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Yichi Zhang	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Jim Beall	Board Member District #: 4

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

Docusign Envelope ID: 8C05199A-161B-4E83-9AE2-C3DA05EFDFBB

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
July 2025 - Present	San Jose Youth Advisory Council	Advocate for youth voice in San Jose, collaborating with councilmembers to improve problems like violence & homelessness in the city; organize events like tree planting and culture fairs to foster unity and improve community; participated in Citywide Youth Budge
September 2025 - Present	Chief Product Officer of SafeLock	Co-developed a biometric gun lock with location-tracking app & filed utility patent; explored adoption with local police stations & met DOJ compliance; raised $26,000+ from organizations like Americans Against Gun Violence; held firearm violence awarenes
July 2025 - Present	XPRIZE Wildfire Finalist	Top 5 Finalist out of 337 competitors in an $11 million competition where teams aim to autonomously detect and suppress destructive fires within minutes; Only high school team & youngest ever finalists; Won $176,000 & featured on Good Morning America, AB

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☒ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

Growing up in China, I was frequently hospitalized due to my severe asthma. That's why I moved to Santa Clara County a little more than ten years ago to seek something better. While things definitely improved, I have learned that clean air and a healthy environment are never guaranteed. Droughts degrade air quality, cause frequent wildfires, and hurt the water infrastructure millions of people depend on. Unfortunately, most youth in our community that I've talked to through my experience on the San Jose Youth Advisory Council are unaware of this issue. Valley Water's Youth Commission's mission of outreach and education is exactly where I want to contribute. I've realized that protecting our water is equivalent to protecting our environment and communities. So, I want to understand the systems that provide this cou

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

Docusign Envelope ID: 8C05199A-161B-4E83-9AE2-C3DA05EFDFBB

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

Two years ago, golden mussels were found in the Sacramento - San Joaquin Delta. As an invasive species native to Asia, they quickly spread and clog the water import infrastructure that our county relies on. However, most people have never even heard of them. The golden mussels combined with the declining Sierra Nevada snowpack and recurring droughts compound until our infrastructure inevitably cannot handle them anymore. This invisibility is also extremely personal to me. I grew up breathing air that was being polluted for decades before anyone realized it was a problem. By then, it was already too late and many people became sick. Although Santa Clara County is a different environment, I believe that the same principles apply. I don't want to see the same happen to this county's water.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to understand how Valley Water communicates complex water issues to residents and incorporates youth voices to impact the community. Understanding the decision making process from the inside is something no classroom or academic program can teach. What I bring is a mix of technical depth and social advocacy that allows me to reach others while being able to explain the technical components and "why" behind the system. I've produced original research and engineering systems, teaching me to ensure the reliability of systems. On the community side, I've served as the Finance Director for Envehope, a 501(c)(3) that's raised over $10,000 for chronically ill children. Furthermore, I serve as a mentor officer on my school's debate team to teach concepts to new debaters. I want to use my diverse background to help Valley Water reach students who don't yet realize the importance of our county's water.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

Docusign Envelope ID: 8C05199A-161B-4E83-9AE2-C3DA05EFDFBB

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Yichi Zhang Grade: 10

Applicant Signature: Signed by: Yichi Zhang 25918E56DF4B446... School:

Date: 5/4/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Yi Li

Relationship (print): mom

Parent/Guardian signature: DocuSigned by: Yi Li 6801309185A547E...

Date: 5/4/2026

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide
brief descriptions (50 words or less).
DATE(S): NAME: BRIEF DESCRIPTION:

1: San Jose YAC

July 2025 - Present; San Jose Youth Advisory Council;
Advocate for youth voice in San Jose, collaborating with councilmembers to improve problems like violence & homelessness in the city; organize events like tree planting and culture fairs to foster unity and improve community; participated in Citywide Youth Budget Summit & delivered 1st place presentation to increase funding toward decreasing violence.

2: SafeLock
September 2025 - Present; Chief Product Officer of SafeLock;
Co-developed a biometric gun lock with location-tracking app & filed utility patent; explored adoption with local police stations & met DOJ compliance; raised $26,000+ from organizations like Americans Against Gun Violence; held firearm violence awareness campaigns with over 1000 community members & spoke with Sen. Dave Cortese; Diamond Challenge Grand Prize Winner.

3:XPRIZE

July 2025 - Present; XPRIZE Wildfire Finalist;
Top 5 Finalist out of 337 competitors in an $11 million competition where teams aim to autonomously detect and suppress destructive fires within minutes; Only high school team & youngest ever finalists; Won $176,000 & featured on Good Morning America, ABC World, NBC Bay Area, Yahoo Finance, etc.

Please explain why you are interested in serving on the Youth Commission (150 words or less).

Growing up in China, I was frequently hospitalized due to my severe asthma. That's why I moved to Santa Clara County a little more than ten years ago to seek something better. While things definitely improved, I have learned that clean air and a healthy environment are never guaranteed. Droughts degrade air quality, cause frequent wildfires, and hurt the water infrastructure millions of people depend on. Unfortunately,

most youth in our community that I've talked to through my experience on the San Jose Youth Advisory Council are unaware of this issue. Valley Water's Youth Commission's mission of outreach and education is exactly where I want to contribute. I've realized that protecting our water is equivalent to protecting our environment and communities. So, I want to understand the systems that provide this county with water and help make that knowledge accessible to young people who don't yet realize what's at stake.

150 words or less:
1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

Two years ago, golden mussels were found in the Sacramento - San Joaquin Delta. As an invasive species native to Asia, they quickly spread and clog the water import infrastructure that our county relies on. However, most people have never even heard of them. The golden mussels combined with the declining Sierra Nevada snowpack and recurring droughts compound until our infrastructure inevitably cannot handle them anymore. This invisibility is also extremely personal to me. I grew up breathing air that was being polluted for decades before anyone realized it was a problem. By then, it was already too late and many people became sick. Although Santa Clara County is a different environment, I believe that the same principles apply. I don't want to see the same happen to this county's water.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to understand how Valley Water communicates complex water issues to residents and incorporates youth voices to impact the community. Understanding the decision making process from the inside is something no classroom or academic program can teach. What I bring is a mix of technical depth and social advocacy that allows me to reach others while being able to explain the technical components and "why" behind the system. I've produced original research and engineering systems, teaching me to ensure the reliability of systems. On the community side, I've served as the Finance Director for Envehope, a 501(c)(3) that's raised over $10,000 for chronically ill children. Furthermore, I serve as a mentor officer on my school's debate team to teach concepts to new debaters. I want to use my diverse background to help Valley Water reach students who don't yet realize the importance of our county's water.

Docusign Envelope ID: CEDE6644-D352-4428-9628-F3DF2B040F88

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Chris Henry	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Nai Hsueh	Board Member District #: 5

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☑ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☑ Yes ☐ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
Fall & Winter 2025	Point Blue Conservation Science	Conducted standardized Pacific Flyway shorebird surveys, collecting data on bird species abundance and distribution. This experience strengthened my field research skills and commitment to environmental stewardship.
2023-current	Santa Clara Valley Bird Alliance	Co-lead birding walks for Santa Clara Valley residents, helping participants identify local birds and understand their habitats. Also, write newsletter articles to promote awareness and appreciation of local wildlife.
summer 2023	San Francisco Bay Bird Observatory	Independently monitored endangered California Least Tern colonies, documenting nesting and population data and tracking predators. Contributed findings to management recommendations supporting species recovery.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☒ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am interested in serving on the Valley Water Youth Commission because I want to contribute my experience in environmental research and youth engagement to local water and conservation efforts. Through my work conducting bird surveys, monitoring endangered species, and analyzing habitat data, I have seen how closely healthy ecosystems depend on responsible water management. In addition, I have led educational birding trips and presented on connecting youth to conservation, which has strengthened my ability to communicate science and inspire others. As a student and active community member in Santa Clara County, I am motivated to represent youth perspectives, promote environmental stewardship, and help ensure sustainable water resources for the future.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☐ Community assistance such as supporting unhoused youth or creating care packages
- ☐ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

n/a

Docusign Envelope ID: CEDE6644-D352-4428-9628-F3DF2B040F88

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

One of the most pressing environmental issues in Santa Clara County is water scarcity, especially as climate change leads to more droughts and less predictable rainfall. This affects our drinking water supply and the health of local ecosystems that depend on steady water sources. Wetlands and creeks can dry out, which harms wildlife and reduces biodiversity.

This issue is especially important to me because of my interest and experience in bird conservation. Through monitoring bird populations and studying habitats, I have seen how changes in water availability can impact species, especially migratory and shorebirds that rely on wetlands. Protecting water resources is essential for both people and wildlife, and I want to be part of efforts that promote sustainable water use and environmental stewardship.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to gain a deeper understanding of how water management decisions are made and how scientific data informs local policy. Through my experience conducting shorebird surveys, monitoring endangered species, and assisting with bird banding, I have collected ecological data, but I want to better understand how it is used in real-world decision-making. I am also excited to collaborate with other students and professionals while continuing to build my leadership skills.

I believe I can contribute a strong background in conservation and science communication. I have led birding field trips, taught students in field labs, and presented on engaging youth in conservation. These experiences have helped me connect people to environmental issues. I would bring a science-based perspective and a commitment to representing youth voices in protecting our water resources. Thank you for this opportunity.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

Docusign Envelope ID: CEDE6644-D352-4428-9628-F3DF2B040F88

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Chris Henry Grade: 10

Applicant Signature: Chris Henry School: _____

Date: 5/2/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Brian Henry

Relationship (print): father

Parent/Guardian signature: Brian Henry

Date: 5/2/2026

Docusign Envelope ID: D1DAE54E-BEEB-4B3F-9C5A-926566CA0DD4

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Patricio Villasenor	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Tony Estremera	Board Member District #: 6

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
Every Saturday	First Tee Silicon Valley	I am a Junior Coach and volunteer coaching kids from 2-4 grade on golf and also teach them life skills while playing.
November 23rd	Archbishop Mitty	I volunteered at my school during they're open house by greeting people and putting a friendly smile to welcome them to our community
October 4th	Nami Organization Walk	I went with my father and we both were placed on door duty and were a welcome face to greet people as they walked in for the walkathon.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☒ Other (specify): LULAC

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am interested in serving the youth commission because I think it will be a really good opportunity for me to grow in my leadership skills and learn to be more of a leader instead of a follower and also have my own ideas. I also want to grow with the community and help out my community in different ways in any way that I can because I care about my community also because I live with my community so anything that affects them will also affect me. with that also comes knowing what's best for me and putting my community first because putting myself first won't work out for me because I also have to think about other people in there and what will affect them so I will learn how to manage that and myself.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☐ Community assistance such as supporting unhoused youth or creating care packages
- ☐ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

Docusign Envelope ID: D1DAE54E-BEEB-4B3F-9C5A-926566CA0DD4

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

Considering that we live in the Silicon Valley and in California state that experiences a lot of droughts I think the most important issue is knowing how to use our water effectively and our resources effectively since we are in California and we have a lot of droughts. We get a lot of help from different organizations that help us fight this and I think recently we just got out of a drought which is pretty good so I think we should start using water more carefully more resourcefully and including the Silicon Valley as a lot of tech startups and things like AI databases that require a lot of water that we could be using so I think we should find a way to manage that and maybe use things that are more readily available like air or anything to cool down these places cause they use a lot of water cooling because the tech runs hot so I think saving our water saving what we really need is really good for us and our community in general.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I like to think of myself as a good leader, but I know I could always be more so I hope to gain a lot of leadership skills. A lot of knowledge about California and the Silicon Valley and the water system and I also hope to get a lot of skills from this like leading people lead by example, knowing how to work with other people and anything that in any issue that comes up just having a good experience, having an experience of being on youth commission and have control of the district in the community that I live in and that many of my friends live in and that my family lives in I think it'll be a really good learning experience for me and a really good helping experience for me and my family and my friends my pets in the community that this local Valley.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

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If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

Docusign Envelope ID: D1DAE54E-BEEB-4B3F-9C5A-926566CA0DD4

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Patricio Villasenor Grade: 10

Applicant Signature: Signed by: 0C7EE76366074E3... School:

Date: 4/29/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Josefina Villagomez

Relationship (print): Josefina Villagomez

Parent/Guardian signature: DocuSigned by: D7D0D3A5FDDD492...

Date: 4/30/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Priyank, Sharma-Tiwari	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Tony Estremera	Board Member District #: District 6

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ○ Yes ◉ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ◉ Yes ○ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
12/2025 - 02/2026	Rural Water Purification Initiative (Ahmedabad, India)	Deployed low-cost filtration systems in villages near Ahmedabad to combat heavy metal and bacterial pollution in drinking water. Taught local families how to maintain filters and test water quality, significantly improving access to clean water.
09/2024 - Present	Guadalupe River Clean Ups Lead	Organized volunteer cleanups along the Guadalupe River in San Jose, removing over 340 lbs of trash. Conducted basic water quality testing (pH, turbidity) and presented findings to local community groups to advocate for improved urban runoff management.
08/2023 - Present	San Jose Neighborhood Water Advocate	Organized neighborhood campaigns promoting drought-tolerant native plants after witnessing extreme irrigation waste flooding local sidewalks. Taught dozens of neighbors how to transition to outdoor drip systems and greywater recycling. Distributing low-flow aerators to reduce our community's household water footprint.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ■ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ■ Other (specify): email

Please explain why you are interested in serving on the Youth Commission (150 words or less).

My work in villages near Ahmedabad shifted my perspective on resource equity. Installing filtration systems showed me firsthand how water quality impacts public health, as I saw rapid reductions in the locals' health issues, such as cholera and dysentery. Locally, I've witnessed climate whiplash in San Jose, from extreme droughts to near-flooding of Guadalupe River. Leading cleanups along its banks revealed the challenges of municipal watershed management.

I want to bring a technical, problem-solving mindset to the Youth Commission. In the last year, I co-developed DynaRyde, a dynamic routing framework that uses spatial-clustering to optimize suburban transit. I'm eager to apply this same data-driven approach to local water policies, advocate for sustainable drought resilience, and use technology to scale outreach. Ensuring a reliable, clean water supply is our region's defining challenge, and I want to merge my passions for environmental advocacy and engineering to help protect Santa Clara County's watersheds.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ■ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ■ Community assistance such as supporting unhoused youth or creating care packages
- ■ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (Please go to valleywater.org/youthcommission for committee meeting schedule details.) ◉ Yes ○ No

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ◉ Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

The most pressing water issue in our county is the constant back-and-forth between prolonged droughts and intense atmospheric rivers. This cycle accelerates both groundwater depletion and severe urban flooding. Personally, the vulnerability of our local aquifers worries me the most. While testing water quality and leading river cleanups, I saw how urban runoff degrades our ecosystems and leads to increased toxicity and eutrophication. Tackling severe drinking water pollution in Ahmedabad reinforced how fragile our water sources are to mismanagement and waste. To address this locally, expanding recycled water initiatives, like Valley Water's Purified Water Project, and promoting drought-resilient landscaping are critical. I want to advocate for these long-term strategies and help educate the public. We must ensure our region maintains a safe, equitable water supply that can withstand extreme climate shifts and that we do not just react to the next emergency.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to get a real, behind-the-scenes look at how municipal water management actually works. I want to learn how Valley Water balances competing priorities, like flood protection and ecological restoration, and how raw scientific data is used to advance equitable public policy. In return, I bring an analytical, problem-solving mindset. While my community work is environmental, my academic background is in engineering and robotics. I love sitting at this intersection where I can translate complex technical concepts into real-world civic solutions. Whether I'm coding routing algorithms for the DynaRyde transit framework or figuring out how to deploy physical water filters in rural India, my focus is always on practical impact. I also bring a collaborative spirit from leading the volunteer groups and school clubs. I'm excited to combine my STEM background with my civic drive to help the Youth Commission design innovative and data-driven public outreach campaigns.

F. EMERGENCY CONTACTS

In case of emergency, contact: Prachi Tiwari		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Priyank Sharma-Tiwari Grade: 9th

Applicant Signature: Priyank School: _____

Date: May 4, 2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Prachi Tiwari

Relationship (print): Mother

Parent/Guardian signature: _____

Date: May 4, 2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): **Nitya Parakala**	
Applicant Preferred Name (If different from name above): **Nitya**	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: **Rebecca Eisenberg**	Board Member District #: **7**

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☑ **No** If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☑ **Yes** ☐ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
2025-2026 school year	Speech & Debate	Researched and presented arguments on environmental and public policy topics like rewilding, climate change and water management, and building strong communication and critical thinking skills
2025-2026 school year 2024-2025 school year	Reading Tutor for Title 1 schools	Volunteered as a reading tutor for underprivileged Title 1 school students, helping improve literacy and confidence. Amongst other material I also talked about issues in our community that we should care about, including topics like conserving water and taking care of our earth. This experience taught me how to explain ideas clearly and connect with my community. I can use this skill to educate others about water conservation and environmental issues.
2024-2025 school year	Community Science	Participated in community science projects to research local ecosystems. My area of study was the Almaden Quicksilver county park.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

☑ **District Website** ☐ Social Media

☐ Committee Member (specify): _____ ☐ School

☐ Director (specify): _____ ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

While researching Valley Water, I was struck to learn it serves as both a groundwater manager and wholesale water supplier for Santa Clara County, managing about 10 reservoirs and providing clean water, flood protection, and environmental stewardship to about 2 million residents—right here in the only place I've ever lived and my favorite community!

The Paradise wildfire and the recent Los Angeles wildfires felt especially personal—my favorite teacher lost her childhood home, and my close family lived near another fire. These experiences started lots of meaningful conversations at home about wildfires, environmental responsibility, and water management, leading me to explore Valley Water more deeply.

As a rising sophomore at Leland High School, I care about getting my peers interested in sustainability. I really want to serve on the Youth Commission to raise awareness, share youth perspectives, and help work on issues and solutions that protect my community. (147 words)

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

☑ **Environmental stewardship and pollution prevention, such as supporting creek cleanups**

☑ **Community assistance such as supporting unhoused youth or creating care packages**

☑ **Public outreach, such as informing the community about Valley Water resources or social media campaigns**

Are you available to attend all in-person quarterly committee meetings when scheduled? ☑ **Yes** ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☑ **Yes** ☐ No

If you have a disability, what accommodations would you need to serve on this committee? **None**

words or less:

Valley Water

Clean Water • Healthy Environment • Flood Protection

FC 2002 (04-15-26)

E. ADDITIONAL INFORMATION 150

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

As temperatures rise, rainfall is becoming less predictable. There are stronger storms, but also more severe droughts, which increase wildfire risk. At the same time, the declining Sierra snowpack is reducing a major water source. These changes are creating pressing issues for water supply and the environment in Santa Clara County.

Another issue I care about personally, is something many people don't realize. AI tools depend on large data centers that use huge amounts of water for cooling. For example, I researched that, depending on their size, data centers can use from 300,000 to 5 million gallons of water daily - that's like the water a town of 50,000 people would need! As AI keeps growing, this hidden water use is putting more pressure on our already limited water supply. This too has a real impact on our environment today.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

If selected for this Youth Commission, I hope to learn how water is managed in Santa Clara County and what actions help protect it, especially during droughts and wildfires. I want to understand how environmental decisions are made and how young people like me can help in a meaningful way. I also hope to grow as a leader and work with others to help create or contribute to meaningful projects that actually help our county.

I will contribute my ability to research, learn quickly and come up with ideas. My peers, teachers and sports coaches have always said I work well in a team. I'm considering studying environmental science in college since I really care about nature and water, and I want to help other kids feel that way too. I know my passion and wanting to learn would make me a strong and helpful member of the Youth Commission.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: **NITYA PARAKALA**

Grade: **Sophomore (2026-2027)**

Applicant Signature: Nitya

School:

Date: **April 27, 2026**

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): **RADHIKA PARAKALA**

Relationship (print): **MOTHER**

Parent/Guardian signature: Radhika

Date: **April 27, 2026**

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Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Jacob W Henig	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: John L Vaerla	Board Member District #: 1

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

Docusign Envelope ID: A7149A20-6211-4E8E-9B24-0A0108780D83

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
May 2024	Uvas Creek Clean up	We picked up trash along the creek at Christmas Hill Park. We filled up two trash bags of garbage.
2022-2026	Student Leadership	I was in student council in 4th grade, where I supported others at school. In 6th grade, I was in ASB and in 8th too, where I was elected as a Public Relations Officer.
2025	Painting clases at Senior Center	I held a painting class for special needs adults at the Gilroy Senior Center and held a second painting class for seniors. We had a great time and painted some gorgeous paintings.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☒ Other (specify): From a local community member

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I want to help people become aware of where there water comes from and how it is a part of everyday life. Most people don't know where their water comes from and I wouldn't know either if not for my dad, or the signs on the 101 freeway. Water is important to our lives. Without it, our crops would die, we would not be able to live here, and our electronic servers would overheat. Valley Water plays a huge role and I would love to be a part of this youth commission.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☐ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

Docusign Envelope ID: A7149A20-6211-4E8E-9B24-0A0108780D83

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

The most pressing water issue in the county is the erratic water supply, which is caused by climate change. I remember in 2020, when there was a wildfire and I feared my house would burn down. It hadn't rained in months and one spark could set the whole area on fire. It got so close to our house, my dad packed our bags in case we had to leave. A couple of years later, it was the opposite. We were plummeted with a torrential atmospheric river of rain. The rain was so bad, schools shut down, roads closed, and entire fields of crops were destroyed because of too much water. And then there were those living in poverty, who were affected the most. To conclude, the most important issue in the County is that climate change is having a major impact on our water supply. It causes droughts and bursts of storms.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to understand more about my community and to see how our county's utilities work. When I visited a water treatment plant in San Jose recently, I was fascinated by how dirty water becomes drinkable water. I would also like to gain more knowledge of Valley Water's importance in our community and how we can benefit from it. I can apply my leadership skills to share my knowledge of how Valley Water impacts the South County's water usage. I can also bring my technology skills, having designed websites.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Jacob Windust Henig Grade: 8th

Applicant Signature: Jacob Henig School:

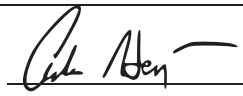
Date: April 27, 2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Adam Henig

Relationship (print): father

Parent/Guardian signature: 

Date: April 27, 2026

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Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Navasiddhi Bochker	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone: N/A	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: John L. Varela	Board Member District #: 1

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

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C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
Monthly Meeting + Hosted Events	Teens Reach	As Vice President and the youngest officer on the board, I co-lead monthly meetings and assist in organizing community events. I've contributed 80+ volunteer hours, with my role directly aligning with the Commission's goals of youth-led community advocacy.
Every Sunday + Performances	InFuse Educational Services	I teach weekly dance to neurodivergent students, preparing them for annual performances. With 75+ hours, I am stepping into the lead role as the youngest volunteer, managing class instruction and communicating with adults.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☒ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am interested in serving on the Youth Commission to bridge the gap between local government and the next generation. Through my role as Vice President of Teens Reach and my work teaching dance to neurodivergent students at InFuse, I have developed strong leadership, public speaking, and inclusive communication skills. I have learned how to manage responsibilities and advocate for diverse groups, plus qualities I hope to bring to the Commission. I am passionate about environmental stewardship and want to help my peers understand the importance of water conservation and local policy. I look forward to using my experience in community outreach to help Valley Water engage more effectively with youth, ensuring our voices are heard in protecting our natural resources for the future.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

Docusign Envelope ID: 2EDC80B5-40E5-46CE-AE54-55864F4343B5

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I believe the most pressing issue in Santa Clara County is water conservation and sustainability during cycles of drought. While we often focus on immediate supply, the long-term challenge is changing community habits to make conservation a permanent lifestyle. This is personally relevant to me because I see a concerning difference between the environmental policy and the daily actions of the public. Growing up in San Jose, I've seen how vital local creeks and reservoirs are to our ecosystem. I want to help ensure that our county's water future is secure, not just through infrastructure, but through education and public awareness that resonates with younger generations.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

From this Commission, I hope to gain a deeper understanding of public policy and environmental governance. I want to see firsthand how the local government makes decisions that affect millions of residents. In return, I can contribute strong leadership and inclusive communication skills. My experience as Vice President of Teens Reach has taught me how to organize events while being an InFuse volunteer taught me how to effectively communicate with youth, while my work at InFuse has taught me how to adapt information for diverse audiences. I am a dedicated worker who isn't afraid to take on responsibility, and I can bridge the gap between Valley Water and the youth in my community to ensure our voices are part of the conversation.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

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If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

Docusign Envelope ID: 2EDC80B5-40E5-46CE-AE54-55864F4343B5

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: NAVASIDDHI BOCHKER Grade: 9

Applicant Signature: Signed by: B Navasiddhi 34601244B31B4F1... School:

Date: 5/4/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Naveen Kumar Bochker

Relationship (print): Father

Parent/Guardian signature: Signed by: AD1CF707BB49456...

Date: 5/4/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Chloe Jang	
Applicant Preferred Name (If different from name above): Chloe	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Shiloh Ballard	Board Member District #: District 2

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ○ Yes ◉ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ◉ Yes ○ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
7/7/25 - 7/25/25 8/9/25	SVYCA Summer Academy- Annual Summit Volunteering	Participated in the Silicon Valley Youth Climate Action's first Summer Academy for the month of July and then volunteered at their annual IMPACT Summit by helping run all main room speaker panels smoothly.
7/3/25 - 7/31/25	Norman Mineta Bay Area Summer Academy	Learning opportunity where I was introduced to environmental justice, transportation planning, air quality management, and more through exposure to sessions with the Bay Area's regional government agencies (MTC, ABAG, BCDC, and the Air District).
October 2023 - Now (ongoing)	Dreamkick Taekwondo	Regular volunteering at my Taekwondo dojang leading classes, teaching a wide range of students the art of the sport. Have received multiple awards such as the President's Volunteer Service Award and more.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ■ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ■ Other (specify): Email.

Please explain why you are interested in serving on the Youth Commission (150 words or less).
I was six years old when I read about Mari Copeny and the Flint Water Crisis and was struck by how someone my age could achieve such an enormous impact just by showing that she cared- and I wondered if I could help make the same impact in my community as well. I started noticing how grimy the water was in the local creek. I noticed when severe rainfall caused sewage to spill into Oakland waterways, just an hour away from my neighborhood. Through volunteer work with organizations like Silicon Valley Youth Climate Action, I learned about climate advocacy and taking action by presenting to local councils. By serving on the Youth Commission, I hope to channel my passion for the water resources field of environmental science into working with local leaders to improve water conservation and sustainability.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ■ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ■ Community assistance such as supporting unhoused youth or creating care packages
- ■ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (Please go to valleywater.org/youthcommission for committee meeting schedule details.) ◉ Yes ○ No

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ◉ Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?
N/A

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I believe that specifically in our country as well as in California overall, drought brought on by climate change has consistently been and always will be an environmental issue that we face together. California has had recorded droughts since the 1900s, and although we periodically experience some rainfall, the summers are increasingly hotter and longer as a result of the slow but steady impacts of global climate change. As someone who's grown up in both the Southern and Northern parts of the state, the rising heat isn't something that has gone unnoticed over the years. Oftentimes, the autumn months after the school year starts will still feel as hot and dry as the weather was over summer break. The rapidly rising temperatures- an affect that many students around the county can feel- are an alarming warning to the escalating climate emergency.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

By being on the Youth Commission, I hope to gain an even deeper insight and understanding into water conservation and sustainability, as well as teamwork and advocacy skills essential to working in environmental science and other careers that have community impact. The Valley Water Youth Commission gives students like me the opportunity to build connections with both fellow peers as well as with the Valley Water Board of Directors- creating valuable experiences that will stay with us long after our terms on the advisory board are over. The Youth Commission also provides the chance to point my passion for water conservation and sustainability towards actually making a tangible difference in my community. I hope to contribute not just my unending passion but also my determination, out-of-the-box thinking, and hardworking presence to the board advisory committee.

F. EMERGENCY CONTACTS

In case of emergency, contact: Parents (listed below)		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Chloe Jang Grade: 10

Applicant Signature: _____ School: _____

Date: 04/24/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Jihoon Jang

Relationship (print): Father

Parent/Guardian signature: _____

Date: 04/24/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Nitya, Sree, Kavuri	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Shiloh Ballard	Board Member District #: 2

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ○ Yes ◉ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ◉ Yes ○ No If *No*, please explain: The applicant doesn't have a phone yet, would be great if you could contact through email		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
2018-present	Girl Scouts	Active member participating in leadership development and community service. Completed journeys focused on environmental stewardship, teamwork, and advocacy. Currently working toward the Gold Award on a project aimed at supporting and improving resources for a local school.
2024-present	Community Service and Volunteering	Volunteer at local food banks and tutor students in academic subjects. Additionally, every Sunday my family prepares and distributes trays of food to unhoused individuals, supporting those in need and giving back to the community.
2022-present	Athletics and Academics	Involved in two sports while maintaining strong academic performance. Manage multiple commitments through organization, discipline, and consistency, showing the ability to stay responsible across academics, athletics, and community involvement

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ■ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).
I am interested in serving on the Youth Commission because I want to be more directly involved in decisions and projects that impact my community's environment and daily life. Through Girl Scouts, I've learned how to take initiative and follow through on long-term goals, including my current Gold Award project supporting a local elementary school. That experience made me realize I want to contribute beyond individual service projects and be part of broader community efforts. I am also interested in understanding how water and environmental decisions are made at the local level, since these issues affect everyone but are not always visible in everyday life. I want to learn how organizations like Valley Water plan and implement solutions, while also bringing a youth perspective to outreach and engagement. I hope to help make environmental awareness more accessible and relevant to students like me.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ■ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ■ Community assistance such as supporting unhoused youth or creating care packages
- ■ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ◉ Yes ○ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ◉ Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?
None

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

One of the most pressing issues in Santa Clara County is not just water scarcity, but how disconnected people can feel from it. Many residents rely on water every day without thinking about where it comes from or how limited it can be, especially during droughts. This matters to me because I've seen how small, consistent actions—like the weekly community service my family does—can make a real difference over time. I think the same idea applies to water: long-term change starts with everyday habits. To address this, I believe we need stronger outreach that makes water issues feel more personal and relevant, especially to younger generations. When people understand their role in conservation, they are more likely to take responsibility. Building that awareness is just as important as any technical solution.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to gain a clearer understanding of how decisions about water are made at the local level and how those decisions affect different parts of the community. I'm especially interested in seeing how ideas turn into real programs and outreach efforts. Through my experience in Girl Scouts and my Gold Award project, I've learned how to take a long-term idea and turn it into something practical that helps others. I also regularly tutor students and participate in weekly food distribution with my family, which has taught me consistency, responsibility, and how to connect with people from different backgrounds. I believe I can contribute by bringing that same mindset—focused on follow-through and community impact—while also helping make outreach more relatable to students and young people.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Nitya Kavuri Grade: 9

Applicant Signature: School: _____

Date: 5/3/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Lakshmi N Kavuri

Relationship (print): Father

Parent/Guardian signature:

Date: 5/3/2026

Docusign Envelope ID: C11999C9-36D0-4B8F-A313-93FCCC5C43E3

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Clarice Yasmine Golpayegani	
Applicant Preferred Name (If different from name above): Clarice	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Jim Beall	Board Member District #: 4

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☑ Yes ☐ No If *Yes*, please describe: I am currently employed by the Valley Water as a senior water resources specialist.		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☑ Yes ☐ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
From 06-01-2025 - Ongoing	National Charity League (NCL)	Completed 50+ volunteer hours across more than eight NCL events, supporting organizations like Second Harvest Food Bank. Served as Membership Recognition Chair and selected as incoming Secretary.
From 08-15-2025 - Ongoing	Presentation High School Ambassador and Green clu	Represent the school at events and promote involvement through outreach. Help create and share information with peers, encourage participation, and support service initiatives such as community projects.
From 02-01-2018 - Ongoing	Los Gatos Ballet & Junior Guild	Company member performing multiple times each year. Through Junior Guild, helped plan and organize youth and community events, building engagement, teamwork, and connection between art and the community.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☒ Other (specify): My mom

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I care deeply about water and environmental issues and want to be more involved in my community. Listening to a few Valley Water's public meetings showed me how decisions about water supply, sustainability, and infrastructure directly impact our community. I am also inspired by my mom's passion for protecting source water quality and addressing emerging contaminants like microplastics and invasive species. Watching her dedication has motivated me to take initiative as well. I want to represent youth voices, become more familiar with the environmental challenges facing my community, and help make water issues more accessible and relevant to my generation. I am also motivated to continue developing my leadership skills so I can better advocate for my community and support meaningful initiatives.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

N/A

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I believe one of the most pressing environmental issues our county faces is ensuring access to clean, reliable water as drought, climate change, pollution, and aging infrastructure continue to impact our water supply. This issue is especially meaningful to me because I've seen its impact both locally and globally. During the 2021–2022 drought in Santa Clara County, I experienced firsthand how quickly water restrictions changed daily life. At the time, I made small adjustments like taking shorter showers, but I didn't fully understand the urgency. As I became more aware, I started paying closer attention to water conservation at home, including drought-friendly landscaping, rainwater management, and more mindful water use. My perspective deepened further through travel. In places like Colombia and Dubai, I saw how access to clean water can vary widely depending on climate, infrastructure, and resources. These experiences made me realize that access to clean water is not just a local challenge, but a global one that requires awareness, responsibility, and action at every level.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to gain hands-on experience addressing environmental challenges while learning how local policies and projects are developed and implemented. I am also interested in understanding Valley Water's work in water supply management, water quality, recycled water, and long-term sustainability in the face of climate change. Participating in the board/committee meetings would also help me understand how complex decisions are made and strengthen my critical thinking and problem-solving skills. In return, I believe I can contribute by bringing a youth perspective and helping bridge the gap between Valley Water and my community. I want to support outreach efforts by making water issues more accessible and relevant to young people, whether through education, social media, or community events. I also bring strong organizational, teamwork, and leadership skills, which I would use to help plan initiatives, collaborate with other members, and encourage greater youth involvement in environmental action. By combining my interest in water issues with my ability to engage others, I hope to make a meaningful and lasting impact for my community.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

Docusign Envelope ID: C11999C9-36D0-4B8F-A313-93FCCC5C43E3

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Clarice Yasmine Golpayegani Grade: 9

Applicant Signature: Signed by: Clarice Yasmine Golpayegani 53EF18385B3C4A1... School: _____

Date: 5/4/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): ATLASI DANESHVAR

Relationship (print): Mother

Parent/Guardian signature: DocuSigned by: ATLASI DANESHVAR D74E242E28F1408...

Date: 5/4/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Ellie Yunwoo Kim	
Applicant Preferred Name (If different from name above): Ellie	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Jim Beall	Board Member District #: 4

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ◯ Yes ◯ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ◉ Yes ◯ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
12/9/2025 - present	Grease2Green	I have founded an environmental club at school called Grease2Green. We are dedicated to reducing the waste of water and used cooking oil by transforming it into recycled soap and promoting eco-friendly actions!
1/20/2025 - present	Let Nature Sing	I am part of Let Nature Sing, a student-led nonprofit that raises environmental awareness through music and live performances and supports environmental organizations through donations from our events.
5/7/2025 - present	Second Harvest of Silicon Valley Volunteer	I volunteer at the Second Harvest Center! My mom and I have been going there three to four times a month since 8th grade. We sort all types of foods like pears, carrots, and bread that will be shipped out to food deserts.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ■ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).
I founded an environmental club called Grease2Green, where we repurpose used cooking oil into soap. Since 2026, I have already led three impactful events in my community: collecting used cooking oils from restaurants and club members, a soap lab where everyone gets to participate in making the soap, and the GoGreen challenge, where we post our everyday lives and the small things we do to reduce waste. My peers and I have saved 2.2 million liters of water so far! I'm constantly thinking of new ways I can lead my community to save water and conserve nature, so I believe serving on the Youth Commission would make a great experience and opportunity for me to grow and share ideas with our community.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☐ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ■ Community assistance such as supporting unhoused youth or creating care packages
- ☐ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (Please go to valleywater.org/youthcommission for committee meeting schedule details.) ◉ Yes ○ No

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ◉ Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?
N/A

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

Although there are many pressing issues, I personally believe that water quality issues are at large today. From agricultural runoff to wastewater management gaps, these are all problems everyone faces everyday. Both of these issues contribute heavily to the decline in the quality of our water, especially when most of the time they are nonpoint sources. In my own experience, I can form connections between our society's everyday behaviors, especially with how we dispose of our used cooking oils. When it's poured down drains, it can enter sewer systems, contributing to blockages or even make its way into stormwater systems. Because of this, improving awareness and systems around proper waste disposal feels important to me.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to gain a better understanding of environmental issues from a worldwide perspective and improve my leadership and communication skills. I can't wait to experience unique ways to advocate for our Earth's water quality and sustainability with the Youth Commission! What makes my perspective unique is that I connect environmental issues to everyday behaviors, especially through used cooking oil and its impact on wastewater systems. I also bring hands-on leadership experience as the founder of Grease2Green. Through my actions, my club and I have saved an estimated amount of $2,294.50. I have many great ideas to contribute, and I believe I will be a strong voice for youth and environmental awareness.

F. EMERGENCY CONTACTS

In case of emergency, contact: John Kim or Eunju Kim		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Ellie Kim

Applicant Signature:

Date: 04/16/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Eunju Kim

Relationship (print): Mother

Parent/Guardian signature:

Date: 04/16/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Anaira, Anurag, Phadke	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	

To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.

Board Member Name: Nai Hsueh	Board Member District #: 5

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ◯ Yes ● No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ● Yes ◯ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
Jan 2026- Present	El Camino Health Hospital Volunteer	Selected for a competitive hospital volunteer cohort. Support patient care, assist staff, escort patients for transportation, and provide weekly piano performances to improve patient experience. Built firsthand understanding of how essential systems, including water and sanitation, impact public health and community well-being.
Aug 2025 - Present	Sacred Heart Community Service (Volunteer)	Assist with food distribution and essential services for underserved families. Gained perspective on resource access and community needs, which reinforces the importance of reliable infrastructure and equitable distribution of basic necessities.
Nov 2024 - Present	Hearts and Minds Activity Center (Volunteer)	Work with seniors with Alzheimer's and dementia through activities and engagement. Developed empathy and awareness of how environmental conditions and public resources affect vulnerable populations, which aligns with community-focused decision-making.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ■ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

Every decision about water is a tradeoff. Use too much and you risk shortages. Store too much and you risk flooding. Get it wrong and entire communities feel it.

That complexity is why I want to serve on the Valley Water Youth Commission. I am drawn to problems where there is not one obvious answer and where technical, environmental, and community needs all have to be balanced.

In the hospital, I have learned you cannot treat a patient by just looking at numbers like heart rate or blood pressure. You must listen and understand the whole person. I would bring that same mindset here by looking beyond data and considering real community impact.

I pay attention, ask insightful questions, listen to my peers' suggestions, and follow through with a solid plan. I would come into this role ready to contribute, represent student perspectives, and be someone the commission can rely on.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☑ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☑ Community assistance such as supporting unhoused youth or creating care packages
- ☐ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ● Yes ○ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ● Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

If the Sunnyvale East and West Channels failed during a major storm, thousands of homes and businesses could flood within hours. This kind of risk shows how water infrastructure decisions directly affect daily life.
One of the most pressing issues in our county is balancing flood protection with long-term water supply and environmental sustainability. Projects like the Sunnyvale Channels are critical for safety, however they also reflect a larger challenge: managing water in a way that protects communities while adapting to climate change and limited local supply.
I am especially interested in this intersection of engineering, policy, water in healthcare, and real-world impact. Through my hospital volunteering, I have learned that good decisions require looking beyond surface data and understanding the full system. I bring that same mindset here.
I would approach this role ready to engage deeply and learn how leaders like Director Hsueh evaluate complex tradeoffs that affect both infrastructure and community outcomes.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I want to move from knowing water issues exist to understanding how solutions are actually built. I am especially interested in how projects like the Sunnyvale East and West Channels or recycled water systems go from proposal to approval. Learning directly from Board Directors, engineers, staff, and peers about how financial and environmental decisions come together is something I am unable to get in a classroom. I also hope to collaborate with students across the county who face different water challenges and broaden my perspective.

In terms of contribution, I bring a data-driven mindset and a strong interest in systems. I can analyze trends like water usage or conservation impact and help translate that into insights that are easy for students to understand. As a Sunnyvale resident, I am also interested in how recycled water and local creek health affect my community, and I can help bridge Valley Water's work to students through clear communication and outreach.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

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If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Anaira Phadke Grade: 9th

Applicant Signature: Anaira School:

Date: 04/03/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Namrata Shetty

Relationship (print): Mother

Parent/Guardian signature:

Date: 04/03/2026

Docusign Envelope ID: 3872D875-9CCB-47DD-8B15-FECCA34DB093

Application for the Santa Clara Valley Water District Youth Commission

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A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Archer Dickinson	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Nai Hsueh	Board Member District #: 5

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

Docusign Envelope ID: 3872D875-9CCB-47DD-8B15-FECCA34DB093

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
2025-2026	MESH	I volunteer with MESH as a student teacher, where I help teach younger students with lower levels how to play the euphonium. It's been really rewarding to support them and see their progress.
2025-2026	MATH CLUB	I volunteer at my high school's math club, where I help other students with math. When I was in middle school, high school volunteers helped me in the same way, so I wanted to give back and support others too.
2025-2026	N/A	I once rescued an injured bird by a creek and brought it to a wildlife rescue center in San Jose. I also reported a dead bobcat near Saratoga Creek to local wildlife authorities to help protect the water.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☒ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

Growing up with Saratoga Creek right in my backyard, I spent my childhood observing its shifts between the rainy and dry seasons. This early connection to nature taught me exactly how vital water is to our daily lives. I want to join the Youth Commission bc too many government programs go unnoticed. This platform is meaningful—it genuinely values young people and gives us a direct line to the Valley Water Board. High schoolers are creative, capable, and ready to step up. I want to contribute by sharing environmental ideas, discussing policy, and using our generation's social media skills to effectively educate and engage my peers.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

Docusign Envelope ID: 3872D875-9CCB-47DD-8B15-FECCA34DB093

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I've seen firsthand how the creek behind my backyard changes btw the dry and rainy seasons. During the dry months, it can go almost completely dry for weeks, and I worry about the trees and wildlife that depend on it. Without water, plants struggle and animals lose a key source they rely on. With rainfall becoming less predictable, I think we need smarter ways to store and manage water so people don't have to worry about shortages. We also rely a lot on state water, so becoming more self-sufficient matters. At the same time, many people don't realize how their actions affect local water systems. That's why public outreach and community involvement are so important. Young people, especially, know how to use social media—we should take responsibility for spreading awareness.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to become more aware and involved as a community member. Being part of the Youth Commission would help me pay more attention to local issues and stay engaged in the future. I also want to contribute through action, not just ideas. I believe everything is a learning experience- whether it's making a short video, organizing an event, or participating in activities. These are all ways to build real skills while serving the community.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

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If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Archer Dickinson Grade: 9

Applicant Signature: Signed by: Archer Dickinson 963A78BE14074FA... School:

Date: 5/1/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Nengneng Song

Relationship (print): Mother

Parent/Guardian signature: DocuSigned by: Nengneng Song 65C5B9B1B6724D7...

Date: 5/1/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): RITHVIK ARUN	
Applicant Preferred Name (If different from name above): Vik	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Tony Estremera	Board Member District #: 6

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ◯ Yes ◉ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ◉ Yes ◯ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
07/25/2025 - current	XPRIZE Wildfire	Worked as part of the only highschool team to reach the XPRIZE Wildfire global finals. Helped develop software and sensorbased solutions for early wildfire detection. Gained experience in environmental risk, community safety and real-world problem solving in a global scheme.
Summer 2025	Cathedral of Faith Community Outreach & Stand4Food	Volunteered at weekly food?distribution events by bagging groceries, organizing supplies, and loading food into cars for families in need. Supported a high-volume community program that helps reduce food insecurity and strengthens local outreach efforts
Summer 2024 & 2025	HoopRight Basketball	Volunteered to teach kids basketball skills and ball handling during summer camp.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ■ Other (specify): SVAWPC tour Zanker Rd

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am interested in the Youth Commission because I want to understand how water systems work in our county and how young people can contribute to longterm sustainability. I am preparing to join my high school's XPRIZE Water team, and learning about real water management challenges, such as drought resilience, groundwater recharge, and pollution prevention. This will help me build meaningful solutions. I want to serve my community, learn from experts, and help raise awareness among other students.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☐ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ■ Community assistance such as supporting unhoused youth or creating care packages
- ■ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? (Please go to valleywater.org/youthcommission for committee meeting schedule details.) ◉ Yes ○ No

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ◉ Yes ○ No

If you have a disability, what accommodations would you need to serve on this committee?
None needed.

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

One of the most pressing issues in Santa Clara County is longterm water reliability during drought cycles. Climate change is reducing snowpack (for example for 2026 we are at second lowest measurement ever in sierra snowpack) and increasing demand. which puts pressure on groundwater and imported water supplies. Personally. I am most interested in water punfication and recycling technologies. because they can help create sustainable. local sources of clean water. I want to learn how Valley Water manages these challenges and how youth can support conservation and public education.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

I hope to gain a deeper understanding of how water systems. flood protection, and environmental restoration work in our county. This knowledge will help me contribute meaningfully to my school's XPRIZE Water team and future STEM projects. I can contribute strong research skills, creativity, and a passion for environmental problemsolving. I enjoy working with teams. organizing events, and helping other students learn about water conservation and sustainability.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

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If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: RITHVIK ARUN

Applicant Signature:

Date: 4/16/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): SENDILLNATHAN ARUNAHCALAM

Relationship (print): FATHER

Parent/Guardian signature:

Date: 4/16/2026

Docusign Envelope ID: 91E2310D-C0E4-4002-9862-FFF1C3DB08D3

Application for the Santa Clara Valley Water District Youth Commission

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A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Zander Yu	
Applicant Preferred Name (If different from name above):	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Tony Estremera	Board Member District #: 6

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

Docusign Envelope ID: 91E2310D-C0E4-4002-9862-FFF1C3DB08D3

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
05/09/2026	Berryessa Art Festival	Performed at Berryessa Art Festival for my middle school, and help teacher and organizer to coordinate the performance.
08/01/2025	ABS president	Responsibilities include bridging the gap between students and the school administration and organizing school spirit events and leading student council meetings.
08/01/2024	ABS vice president	Responsibilities include bridging the gap between students and the school administration and organizing school spirit events and leading student council meetings.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☒ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

As an incoming 9th-grade student at the independent high school, I am excited to embark on my high school journey by giving back to my community and advocating for sustainable water management in the Santa Clara Valley. I believe that starting my involvement with the Commission as a freshman is crucial because water issues are complex and require a holistic and dynamic approach. California, and particularly the Santa Clara Valley, has faced significant water challenges over time. We experienced droughts a few years ago and recently dealt with flooding during the rainy season. These issues demand a comprehensive understanding and a proactive response.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

I believe the most pressing issue in Santa Clara County is climate resiliency, specifically managing the 'weather whiplash' between extreme drought and sudden, intense flooding. As our climate becomes more unpredictable due to global warming, the county must balance storing enough water for dry years while maintaining infrastructure that can protect our neighborhoods from flash floods.
Personally, the issue of water conservation and education is most relevant to me. Living in San Jose, I see how much water is used on residential landscaping. I am passionate about how we can better educate my generation to view water as a finite resource rather than an infinite utility. As an incoming freshman, I want to lead initiatives that make 'water-wise' habits—like graywater use and native planting—the new standard for Silicon Valley families, ensuring we aren't just reacting to the next drought, but are prepared for it.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

Serving on the Youth Commission is an opportunity for me to gain a professional understanding of public policy and the complicated engineering behind our county's water systems. While I've learned about the fundamentals of the environment, water cycle, and management in the classroom, I'm eager to witness how these concepts are practically applied to sustain a multi-million-strong population in the Santa Clara Valley.
Furthermore, I'm committed to honing my civic leadership skills. I aspire to learn how to effectively communicate with community leaders and board members, fostering collaboration among a diverse group of peers to achieve shared objectives. My goal is to become an informed and dedicated advocate for environmental sustainability in the Santa Clara Valley.

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

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Docusign Envelope ID: 91E2310D-C0E4-4002-9862-FFF1C3DB08D3

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I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Zander Yu Grade: 9

Applicant Signature: Signed by: Zander Yu BD26A09C4422470... School:

Date: 4/30/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Run Yu

Relationship (print): Father

Parent/Guardian signature: DocuSigned by: Run Yu C9564BF2C46C4F1...

Date: 5/1/2026

Docusign Envelope ID: 7C924DBE-1715-4EA6-BA40-C2E0E50ACB86

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): Cassia Dyer Seem	
Applicant Preferred Name (If different from name above): Cassy	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: Rebecca Eisenberg	Board Member District #: 7

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	Guardian Work Phone:	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☒ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☒ Yes ☐ No If *No*, please explain:		

Docusign Envelope ID: 7C924DBE-1715-4EA6-BA40-C2E0E50ACB86

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
July 2025 to Present	Scientific Research Paper on AI-driven automated det	Throughout the year, I have worked on creating a Remote Operating Vehicle that uses live detection to locate and map invasive species.Mapping key invasive species can lead to their more immediate removal, which will help mitigate the impact by climate change.
Sept, 2025 to Present	NOAA Youth Representative	I have been on NOAA as a youth representative where I advocate for ocean conservation and stewardship through project implementation. I have organized beach cleanups and and shared presentations in my community about microplastic.
April 2025	San Francisco Climate Week	I gave a speech on microplastics in waterways, and their impact on the environment. Through scuba diving, I have observed microplastic pollution firsthand. This experience made me more comfortable in advocating in front of an assembly.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☒ District Website
- ☐ Committee Member (specify): _____
- ☐ Director (specify): _____
- ☐ Social Media
- ☐ School
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

Since I was 10 years old I have been scuba diving on the California coastline and seen how it has changed over time. Due to climate change, invasive species have flourished and runoff has suffocated animals in waterways. I want to combat water and conservation issues firsthand. Although I have experience with research and diving, I seek to better understand local water management decisions through serving on the Youth Commission. By participating in the decision-making process, I hope to include my perspective on management as a long time scuba diver and passionate environmentalist. In these meetings, I will collaborate with people who have the same drive as me for conserving our local waterways, preventing the spread of pollution to the ocean and other areas, and managing water ethically and sustainably.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- ☒ Environmental stewardship and pollution prevention, such as supporting creek cleanups
- ☒ Community assistance such as supporting unhoused youth or creating care packages
- ☒ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? ☒ Yes ☐ No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☒ Yes ☐ No

If you have a disability, what accommodations would you need to serve on this committee?

none

Docusign Envelope ID: 7C924DBE-1715-4EA6-BA40-C2E0E50ACB86

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

In Santa Clara County, the most relevant issue is water scarcity combined with climate-change driven drought. Rainfall has become more unpredictable, with cycles alternating between severe drought and intense rain storms. Due to higher temperatures, droughts will be longer and more frequent. Extended periods of drought can cause wildfires, which are harmful to property, wildlife habitat, and humans. Drought also strains ground water supplies, which leads to insufficient water for consumption and agriculture. Wildlife conservation is also an issue I am passionate about; pollutants in water can cause algal blooms, reduce oxygen levels, and damage ocean and wetland habitats alike. I care about this issue deeply because this affects all aspects of life in Santa Clara, as animals and humans are deprived of their basic necessity: clean water. Managing water sustainably not only protects ecosystems, but also ensures stable water supply for the region.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

By being on the Youth Commission I will gain a deeper understanding of how policy-making is done at a local level that impacts my community directly. I have experience with national conservation issues, but have yet to understand how conservation is approached at a smaller scale; I would love to learn about this through serving on the Youth Commission. It will give me the opportunity to advocate for issues I care about deeply like environmental sustainability and ecosystem preservation. I also want to develop leadership, collaboration, and communication skills by working with people who are equally passionate about making a difference – both peers my age and other community stakeholders. I will contribute by showing strong interest and knowledge in environmental issues, particularly marine conservation. Observing how climate change has shaped my community firsthand has given me perspective on both the climate and conservation issues, as well as practical solutions for water management. I am curious and motivated to put in the work to educate my community, and hope to inspire them to advocate for sustainable manageme

F. EMERGENCY CONTACTS

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

Docusign Envelope ID: 7C924DBE-1715-4EA6-BA40-C2E0E50ACB86

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Cassia Dyer Seem Grade: 9

Applicant Signature: Signed by: Cassia Dyer Seem D5696F2F6D30453... School:

Date: 4/26/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Sonia Seem

Relationship (print): Sonia Seem

Parent/Guardian signature: DocuSigned by: Sonia Seem D1404AB5B185483...

Date: 4/26/2026

Application for the Santa Clara Valley Water District Youth Commission

Please complete this application in its entirety and submit a signed copy. Applications are valid for one year from the date of receipt and are public record. This application is available online at valleywater.org/youthcommission. For assistance, please contact the Youth Commission program at youthcommission@valleywater.org.

A. APPLICANT CONTACT INFORMATION

Name of Committee: **Valley Water Youth Commission**	
Applicant Name (First, Middle, Last): **Shrishti Sinha**	
Applicant Preferred Name (If different from name above): **Shrishti (like Kristy with an S)**	
Applicant Home Phone:	Applicant Cell Phone:
Applicant E-mail:	
Mailing Address (Street Address, City, State, ZIP):	
To identify your Valley Water Director and District, go to the Local Information GIP Map Tool. Enter your **home address** into the search box (top left) and expand the *SCVWD Board of Directors Boundaries* section from the menu bar (left) to identify your Board Member and District number.	
Board Member Name: **Rebecca Eisenberg**	Board Member District **#: 7**

B. PARENT/GUARDIAN CONTACT INFORMATION (If applicant is under 18 years old, the section below must be completed by parent/guardian.)

Parent/ Guardian Name (First, Middle, Last):		
Guardian Home Phone:	**Guardian Work Phone:**	Guardian Cell Phone:
Mailing Address (Street Address, City, State, ZIP):		
Guardian E-mail:		
Do you have a current contractual relationship with the Santa Clara Valley Water District? ☐ Yes ☑ No If *Yes*, please describe:		
Do you consent to Valley Water staff contacting the applicant directly by phone and/or email? ☑ Yes ☐ No If *No*, please explain:		

C. VOLUNTEER & EXTRACURRICULAR ACTIVITIES

List up to three volunteer or extracurricular experiences that align with the Valley Water Youth Commission and provide brief descriptions (50 words or less).

DATE(S):	NAME:	BRIEF DESCRIPTION:
November 2024 – 2025	Founder & President, Power of Water Club	Founded a student-led water conservation club in partnership with a national nonprofit on water access, new Jersey based Power of Clean water. Organized educational workshops and outreach events to promote sustainable water use and raise awareness of global water challenges.
2025 – Present	Teen Advisory Board (TAB) Member, City of Palo Alto, CA	Collaborated with youth and community leaders to organize programs and initiatives for teens and tweens, helping amplify youth voices and increase engagement in civic and environmental issues.
2026 March - April	Acterra Waterpalooza Presenter	Collaborated with Acterra leadership to present on water conservation policy at Waterpalooza. Delivered a public presentation on CalEnviroScreen 5.0 (CES) and environmental equity, engaging community members on the importance of water policy and environmental justice. Additionally, set up and led a Power of Water booth alongside the Valley Water booth at the Love Our Earth Festival, focused on water conservation education, community outreach, and advocacy through interactive activities and conversations.

D. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- √ District Website
- ☐ Social Media
- ☐ Committee Member (specify): _____
- √ School
- ☐ Director (specify): _____
- ☐ Other (specify): _____

Please explain why you are interested in serving on the Youth Commission (150 words or less).

I am interested in serving on the Valley Water Youth Commission because I am passionate about water conservation, policy, and youth engagement. Through founding the Power of Water Club at Gunn High School, developing a nationally recognized water conservation app, presenting at the Love Our Earth Festival on CalEnviroScreen 5.0 with Acterra, and being selected for the Girls in Science Fellowship studying Sierra Nevada groundwater retention, I have explored both local and global water challenges. These experiences have shown me that while many students care about environmental issues, they often lack accessible and engaging ways to connect advocacy with policy and real-world impact. I want to help bridge that gap by making water education and conservation efforts more interactive and inclusive for young people. Serving on the Commission would allow me to apply my experience in outreach, public speaking, and water advocacy to strengthen youth involvement in water policy.

Which of the following activities would you be interested in contributing to as a part of the Youth Commission?

- √Environmental stewardship and pollution prevention, such as supporting creek cleanups
- √Community assistance such as supporting unhoused youth or creating care packages
- √ Public outreach, such as informing the community about Valley Water resources or social media campaigns

Are you available to attend all in-person quarterly committee meetings when scheduled? √Yes ☐No
(Please go to valleywater.org/youthcommission for committee meeting schedule details.)

In addition to the 4 quarterly committee meetings, I understand I am expected to participate in additional subcommittee meetings via Zoom. ☑ Yes ☐ No
If you have a disability, what accommodations would you need to serve on this committee? N/A

E. ADDITIONAL INFORMATION

150 words or less:

1. What do you believe is the most pressing water or environmental issue we are facing as a county, and which issue is the most important or relevant to you personally?

One of the most pressing water issues in Santa Clara County is the combination of climate change, water inequity, and the need for better designed solutions. Tools like CalEnviroScreen 5.0 show that communities such as East Palo Alto facing higher environmental burdens, often have fewer resources to deal with drought, flooding, and water quality challenges. At the same time, climate change is making our water supply less reliable, with greater dependence on imported water.

For me personally, the most important issues are water conservation and water equity. I developed a water conservation app, WaterWise, which received 2nd place nationally in the STEM Next Nature Prize Challenge and a $1,500 grant. Through this, I've seen how access to simple tools can help communities conserve water. I'm passionate about water conservation and hope to support outreach, and youth engagement efforts that make conservation more inclusive and impactful across Santa Clara County.

2. What do you hope to gain from being on the Youth Commission? What do you think you can contribute by being on the Youth Commission?

Through the Youth Commission, I hope to gain a deeper understanding of how water policy is shaped and how Valley Water uses data, research, and community input to guide decisions. I am especially interested in how tools like CalEnviroScreen 5.0 can inform equitable funding and outreach, and how youth voices can contribute to initiatives such as water education, conservation programs, and community projects like creek cleanups and school outreach programs.

As a STEM Next national 2nd place winner for a water conservation app, an Earthwatch Girls in Science fellow studying Sierra Nevada groundwater retention, and a Teen Advisory Board member working with city officials, I have learned how to connect research, policy, and community impact. I believe I can contribute strong communication and leadership skills, along with my experience in water advocacy and outreach in making water issues more accessible, engaging, and relevant for youth across Santa Clara County.

In case of emergency, contact:		
Name:	Phone:	Relationship:
Name:	Phone:	Relationship:

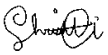
I, hereby, attest that the information I have provided on this application is true and accurate to the best of my knowledge. I understand that all information provided is subject to verification and that misrepresentation or omissions may be cause for my immediate rejection as an applicant or termination from appointment to a committee.

If appointed to the Youth Commission, I further agree that photographs, pictures, slides, movies, livestreams or videos of me or that include me may be captured and created in connection with my participation in the Youth Commission without compensation from Valley Water and consent to Valley Water's use of these photographs, pictures, slides, movies, livestreams or videos for any lawful purpose.

I acknowledge and assume all risks associated with entering or using Valley Water properties, participating in related programs or activities, and the actions of others in those activities. I fully accept these risks and waive and release any current or future claims against Valley Water and its directors, officers, employees, and agents for any loss, damage, or injury. I also agree to hold harmless, defend, and indemnify these parties from any and all claims, liabilities, damages, costs, or expenses, including attorney's fees, arising directly or indirectly from my participation or presence at Valley Water properties and events.

I understand that participation in the Youth Commission is voluntary and have read and understand the provisions stated above.

Applicant Name: Shrishti Sinha Grade: 10

Applicant Signature:  School:

Date: 04/27/2026

If the applicant is under 18 years old, the section below must be completed by a parent or guardian.

This is to certify that as a parent/guardian of this applicant, my child has my permission to participate in the Youth Commission. I further certify that I have read and agree to the provisions stated above.

Parent/Guardian Name (print): Subhas Sinha

Relationship (print): Father

Parent/Guardian signature:

Date: 04/26/2026

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Santa Clara Valley Water District

File No.: 26-0524

Agenda Date: 6/23/2026
Item No.: 4.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve the Board of Directors' Quarterly Expense Report for the Quarter Ending March 31, 2026.

RECOMMENDATION:
A. Review the Board of Directors' Quarterly Expense Report for the quarter ending March 31, 2026; and
B. Approve the Report if the reimbursements comply with Board Policy.

SUMMARY:
The Board of Directors' Expense Report is submitted on a quarterly basis to the Board for review and public disclosure. According to the Governance Policies of the Board GP-10.4, a quarterly report of the per diem and expense reimbursements of each Board member shall be placed on an open session Board meeting agenda for review and a determination by the Board whether the reimbursements comply with the Board's reimbursement policies adopted pursuant to Section 53232.3 of the Government Code. Only expenses in compliance with those policies may be reimbursed by the district.

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice Impacts associated with this item.

FINANCIAL IMPACT:
The reimbursements sought are within the fiscal year 2025-26 Directors' budget.

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: Quarterly Expense Report

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068

Docusign Envelope ID: 882EA48C-8B36-81A9-8043-FA83E41D6316

SANTA CLARA VALLEY WATER DISTRICT

BOARD OF DIRECTORS'

QUARTERLY EXPENSE REPORT

FOR THE QUARTER ENDED 03/31/26

Valley Water

Clean Water • Healthy Environment • Flood Protection

Docusign Envelope ID: 882EA48C-8B36-81A9-8043-FA83E41D6316

Santa Clara Valley Water District
Board of Directors' Expenses
For the Quarter Ending 03/31/26
Summary
(Unaudited ~ for Board of Directors' review)

	Gross Fee[1]	Mileage[2]	Board[3] Approved	Board[4] Allocated	Communication[5] Charges	Total Current Expenses	Total Expenses Fiscal Year 2026
Shiloh Ballard	$ 18,151.65	$ 212.63	$ 1,055.10	$ 75.00	$ -	$19,494.38	$55,350.21
Jim Beall	16,134.80	496.43	11.00	-	-	16,642.23	49,402.82
Rebecca Eisenberg	3,226.96	255.20	-	-	-	3,482.16	11,421.66
Tony Estremera	17,344.91	351.75	438.26	-	-	18,134.92	52,666.43
Nai Hsueh	16,538.17	-	-	-	-	16,538.17	41,143.74
Richard Santos	18,151.65	807.70	36.00	35.00	498.96	19,529.31	57,743.83
John Varela	16,538.17	231.96	1,049.00	-	-	17,819.13	50,190.74
Total	$ 106,086.31	$ 2,355.67	$ 2,589.36	$ 110.00	$ 498.96	$ 111,640.30	$ 317,919.43

Signed by:
Nicole Truong
A0AC7B1D8153468...

Prepared by Nicole Truong, Accountant II — 5/22/2026 Date

DocuSigned by:
Debbie Brown
8A3E6C7B1B574FA...

Reviewed by Debbie Brown, Senior Accountant — 5/22/2026 Date

DocuSigned by:
Oliva Manaloto
A0A0A2A1B2C43E...

Approved by Oliva Manaloto, Accounting Manager — 5/22/2026 Date

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

Docusign Envelope ID: 882EA48C-8B36-81A9-8043-FA83E41D6316

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: SHILOH BALLARD

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
1/3/2026	1. King Tide Ride, 65 Cahill St. San Jose	403.37					403.37
1/5/2026	1. Review of Report, VWHQ	403.37	12.48				415.85
1/8/2026	1. Meeting with CEO, Virtual	403.37					403.37
	2. Meeting with CEO and Director Eisenberg, Virtual						
1/9/2026	1. DCA BOD Prep (FY24/25) with Director Estremera and G. Martin, Virtual	403.37					403.37
1/12/2026	1. Valley Water D2 Ripple, Crema Coffee	403.37					403.37
1/13/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	12.48				415.85
1/14/2026	1. Tour of Coyote Valley with the Open Space Authority, 33 Las Colinas Ln, San Jose	403.37					403.37
1/15/2026	1. Meeting with Carl Guardino, Dolce Sicilia	403.37					403.37
	2. Special Recycling and Waste Reduction Commission, San Jose City Hall						-
	3. SCV Habitat Agency Implementation Board Meeting, San Jose City Hall						-
1/16/2026	1. Webinar - American Water Works Association				75.00		75.00
1/20/2026	1. Meeting with Carl Salas, Guadalupe	403.37					403.37
1/21/2026	1. Board Audit Committee Meeting, VWHQ	403.37					403.37
	2. Ad Hoc Committee Meeting, VWHQ						-
1/22/2026	1. Meeting with CEO, Virtual	403.37					403.37
1/23/2026	1. Meeting with Baker Tilly, Virtual	403.37					403.37
	2. Ad Hoc Committee Meeting, Virtual						-
1/25/2026	1. Ad Hoc Committee Meeting, Virtual	403.37					403.37
1/26/2026	1. Environmental Water Resources Committee, VWHQ	403.37					403.37
1/27/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	12.48				415.85
1/28/2026	1. Board Audit Committee Meeting, VWHQ						-
	2. Youth Commission Meeting, VWHQ						-
1/29/2026	1. Valley Water Special Board Meeting, VWHQ		12.48				12.48
1/30/2026	1. Silicon Valley Social Housing Meeting, 444 Castro St., Mountain View		20.92				20.92
							-
2/2/2026	1. Ad Hoc Committee	403.37					403.37
	2. Meals - Ad Hoc Committee			51.60			51.60
2/3/2026	1. Landscape Committee Meeting, Virtual	403.37					403.37
2/4/2026	1. Meeting with District Counsel, VWHQ	403.37	12.48				415.85
2/5/2026	1. Meeting with CEO, Virtual	403.37					403.37
2/6/2026	1. Meeting to discuss investigation process, Virtual	403.37					403.37
	2. Meeting with Building Trades, Virtual						
2/9/2026	1. Board Policy and Monitoring Committee, Virtual	403.37					403.37
2/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	12.48				415.85
2/11/2026	1. Meeting with Bird Alliance, 605 Tasman, Sunnyvale		14.53				14.53
	2. Meeting with CEO, Virtual	403.37					403.37

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

Docusign Envelope ID: 882EA48C-8B36-81A9-8043-FA83E41D6316

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: SHILOH BALLARD

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
2/12/2026	1. ACWA 2026 Spring Conference Registration			999.00			999.00
2/13/2026	1. DCA BOD Prep (FY24/25), Virtual	403.37					403.37
2/17/2026	1. Director Ballard/North Coast States Carpenters Union, Virtual	403.37					403.37
2/18/2026	1. Board Audit Committee, VWHQ	403.37	12.48				415.85
	2. Ad Hoc Committee, Virtual						-
2/19/2026	1. Meeting with CEO, Virtual	403.37					403.37
	2. DCDA Board Meeting, Virtual						
2/20/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	12.48				415.85
	2. Valley Water D2 Ripple, Virtual						
2/23/2026	1. Water Supply and Demand Management Committee, Virtual	403.37					403.37
2/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	12.48				415.85
2/25/2026	1. CPRU Briefing, Virtual						-
	Prep for Panel Discussion on Investigation Process with Directors Hsueh and						
	2. Estremera and staff, VWHQ		12.48				12.48
2/26/2026	1. 2026 Landscape Summit, Virtual						-
2/27/2026	1. State of the Valley Conference for Joint Venture Silicon Valley, Virtual						-
3/2/2026	1. Meeting with Elks Lodge #522, Virtual	403.37					403.37
3/3/2026	1. Meeting with George Skiles, Virtual	403.37					403.37
	2. Meeting with Director Hsueh on CEO recruitment processes, Virtual						
	3. Meeting with Staff to review Board communications on FAQ, Virtual						
	Meeting with Supervisor Arenas to check in on mutual issues between county and						
3/4/2026	1. District, Virtual	403.37					403.37
3/9/2026	1. Meeting with ACEO, Virtual	403.37					403.37
3/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	12.48				415.85
3/11/2026	1. Meeting with Carlos Orellana, Virtual	403.37					403.37
	2. Reception for Congressmember Sam Liccardo, Rose Ave, Monte Sereno		14.94				14.94
3/12/2026	1. Valley Water All Employees Town Hall, Virtual	403.37					403.37
	2. Quarterly Meeting of the Stream Planning and Operations Committee, Virtual						-
	3. Staff Briefing on Constituent Fencing Issues, Virtual						-
3/13/2026	1. DCA Board Prep Call, Virtual	403.37					403.37
3/17/2026	1. Board Policy and Monitoring Committee, Virtual	403.37					403.37
3/18/2026	1. Board Audit Committee, Virtual	403.37					403.37
3/19/2026	1. Meeting with Supervisor Lee, Virtual	403.37					403.37
	2. Meeting with CEO, Virtual						
	3. SCV Habitat Agency Implementation Board Meeting, Virtual						
3/20/2026	1. Semitropic Water Storage District Tour, 1101 Central Ave, Wasco, CA	403.37					403.37
3/23/2026	1. Water Supply and Demand Management Committee, Virtual	403.37					403.37
	2. Meeting of Ad Hoc Committee for CEO recruitment process, Virtual						

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

Docusign Envelope ID: 882EA48C-8B36-81A9-8043-FA83E41D6316

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: SHILOH BALLARD

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
3/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	12.48				415.85
3/25/2026	1. Meeting of Ad Hoc Committee for CEO recruitment process, VWHQ	403.37	12.48				415.85
3/26/2026	1. Stevens Creek Watershed Forum, Mountain View Community Center			4.50			4.50
3/27/2026	1. Meeting with Constituent, Virtual						-
3/30/2026	1. Valley Water D2 Ripple, Virtual						-
	2. Participate in Councilmember Mulcahy's meeting on Three Creeks Trail, Virtual						
	TOTALS	**18,151.65**	**212.63**	**1,055.10**	**75.00**	**-**	**19,494.38**

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

Docusign Envelope ID: 882EA48C-8B36-81A9-8043-FA83E41D6316

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: JIM BEALL

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
1/6/2026	1. SLDMWA Staff Briefing for SLDMWA Board Meeting, Virtual	403.37					403.37
1/12/2026	1. Meeting with CEO, VWHQ	403.37	6.22				409.59
	1. Jan. BAC Prep Meeting, VWHQ						-
1/13/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	6.22				409.59
1/14/2026	1. D9LG General Meeting, 4610 Almaden Expressway, San Jose	403.37	4.99				408.36
1/15/2026	1. SCV Habitat Agency Implementation Board Meeting, San Jose City Hall	403.37	32.12				435.49
1/16/2026	1. Silicon Valley Youth Climate Action Meeting, Virtual	403.37					403.37
1/19/2026	1. AACSA MLK Luncheon, SJSU Ballroom		9.22				9.22
1/20/2026	1. Environmental Creek Cleanup, VWHQ	403.37	6.22				409.59
	2. Meeting with Tina Yoke and Tony Ndah Meeting, VWHQ						-
	3. Property Acquisition Briefing, VWHQ						-
1/21/2026	1. Board Audit Committee Meeting, VWHQ	403.37	6.22				409.59
	2. Briefing on Lawsuits, Virtual						-
1/26/2026	1. Quarterly Meeting with David Bini, Jack Holders Restaurant	403.37	1.15				404.52
	2. Meeting with CEO, VWHQ		6.22				6.22
	3. Capital Improvement Program Committee, VWHQ						-
1/27/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	6.22				409.59
1/29/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	6.22				409.59
1/30/2026	1. Meeting with Assemblymember Pellerin, 3150 Almaden Expy, Suite 252, San Jose	403.37	4.41				407.78
2/3/2026	1. Briefing for Monthly SLDMWA Board Meeting, Virtual	403.37					403.37
	2. San Pedro Ponds Briefing, Virtual						-
2/4/2026	1. LAFCO Meeting, 70 W. Hedding St., San Jose		8.99				8.99
2/5/2026	1. SLDMWA Board Meeting, VWHQ	403.37	6.22				409.59
	2. Meeting with Assemblymember Kalra, 111W St. John St., Suite 1150, San Jose		7.60				7.60
2/6/2026	1. Briefing on Regional Projects, Virtual	403.37					403.37
2/9/2026	1. Meeting with CEO, VWHQ	403.37	6.22				409.59
	2. BAC Prep Meeting, VWHQ						-
2/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	6.22				409.59
	2. Upper Guad Public Meeting Planning, VWHQ						-
2/13/2026	1. ASCE Engineers Week High School Day, VWHQ	403.37	6.22				409.59
2/18/2026	1. Board Audit Committee, VWHQ	403.37	6.22				409.59
2/20/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	6.22				409.59
2/23/2026	1. Meeting with CEO, VWHQ	403.37	6.22				409.59
2/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	6.22				409.59
2/25/2026	1. Recycled Water Committee, VWHQ	403.37	6.22				409.59
	2. Capitol Weekly Interview, Virtual						

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: JIM BEALL

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
2/26/2026	1. Emergency Operational Area Council, 55W. Younger Ave, San Jose	403.37	11.50				414.87
	2. Valley Water Special Panel Discussion, Virtual						-
2/27/2026	1. State of the Valley Conference, SJSU Ballroom	403.37	9.22				412.59
	1. Parking for State of the Valley Conference, SJSU Ballroom			11.00			11.00
							-
3/3/2026	1. SLDMWA Board Briefing, Virtual	403.37					403.37
3/4/2026	1. ERG Event: Asian Pacific Traditional New Year, VWHQ	403.37	6.22				409.59
3/5/2026	1. SLDMWA Board Meeting, VWHQ	403.37	6.22				409.59
	2. Meeting with Carlos Orellana, VWHQ						-
	3. Meeting with Cathy Brady and George Skiles, Virtual						-
3/9/2026	1. Meeting with CEO, VWHQ	403.37	6.22				409.59
	2. BAC Prep Meeting, VWHQ						-
3/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	6.22				409.59
3/11/2026	1. Meeting with State OGR Team, Virtual	403.37					403.37
3/12/2026	1. Meeting with Cathy Brady and George Skiles, Virtual	403.37					403.37
3/13/2026	1. Anderson Project Tour with the Building Trades, 2300 Cochrane Rd, Morgan Hill	403.37	29.49				432.86
	2. Meeting with Rep. DeSaulnier, Virtual						-
	3. State of the County, 70 W.Hedding St., San Jose		8.99				8.99
3/16/2026	1. Meeting with CEO, VWHQ	403.37	6.22				409.59
	2. Capital Improvement Program Committee, VWHQ						-
3/17/2026	1. Ad Hoc Committee, Virtual	403.37					403.37
3/18/2026	1. Board Audit Committee, VWHQ	403.37	6.22				409.59
3/19/2026	1. Meeting with George Skiles, Virtual	403.37					403.37
	2. Meeting with Engineers Society, VWHQ		6.22				6.22
	3. Meeting with Maricris Morrison (Pacific Clinics), Virtual						-
	4. SCV Habitat Implementation Meeting, Home to 17555 Peak Ave, Morgan Hill to 14505 W. Dorris Ave, Coalinga		104.41				104.41
3/20/2026	1. Semitropic Water Storage District Tour, 24505 W. Dorris Ave, Coalinga, CA 93210	403.37	102.62				505.99
3/23/2026	1. Meeting with CEO, VWHQ	403.37	6.22				409.59
	2. Prep Meeting for CEO Recruiter Meeting, VWHQ						-
3/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	6.22				409.59
3/25/2026	1. Ad Hoc Committee Meeting with CEO Recruiter, VWHQ		6.22				6.22
	2. Recycled Water Committee, VWHQ						-
	3. Meeting with Professional Managers Association, VWHQ						-
3/30/2026	1. Meeting with Supervisor Arenas, Virtual						-
	TOTALS	**16,134.80**	**496.43**	**11.00**	**-**	**-**	**16,642.23**

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: REBECCA EISENBERG

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
1/13/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	31.90				435.27
1/27/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	31.90				435.27
1/29/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	31.90				435.27
2/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	31.90				435.27
2/20/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	31.90				435.27
2/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	31.90				435.27
3/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	31.90				435.27
3/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	31.90				435.27
	TOTALS	**3,226.96**	**255.20**	**-**	**-**	**-**	**3,482.16**

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: TONY ESTREMERA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
1/5/2026	1. Weekly Agenda Review, Virtual	403.37					403.37
1/7/2026	1. Meeting with CEO, Virtual	403.37					403.37
1/9/2026	1. DCA BOD Prep, Virtual	403.37					403.37
1/12/2026	1. OGR Consultants Meeting, SVWPC	403.37	19.08				422.45
	2. Weekly Agenda Review, Virtual						
1/13/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	5.68				409.05
1/14/2026	1. Meeting with General Counsel, Virtual	403.37					403.37
1/15/2026	1. Valley Water Town Hall Meeting, Virtual	403.37					403.37
1/20/2026	1. Weekly Agenda Review, Virtual	403.37					403.37
1/21/2026	1. Board Audit Committee Meeting, VWHQ	403.37	5.68				409.05
	2. Meeting with CEO, Virtual						-
1/23/2026	1. Ad Hoc Bargaining Committee Meeting, Virtual	403.37					403.37
1/27/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	5.68				409.05
1/28/2026	1. Meeting with Staff Re: Board Benefits, Virtual	403.37					403.37
	2. Meeting with General Counsel, Virtual						-
	County Redevelopment Oversight Committee Meeting, 70 West Hedding St, San Jose						
1/29/2026	1.	403.37	9.86				413.23
	2. Safe, Clean Water Monitoring Committee Meeting, Virtual						-
	3. Valley Water Special Board Meeting, VWHQ		5.68				5.68
2/2/2026	1. Personnel Negotiations Ad Hoc Committee Meeting, Virtual	403.37					403.37
	2. Weekly Agenda Review, Virtual						
2/3/2026	1. Meeting with Union Leadership, Virtual	403.37					403.37
2/4/2026	1. Meeting with CEO, Virtual	403.37					403.37
2/9/2026	1. CIP Committee Meeting, VWHQ	403.37	5.68				409.05
	2. Weekly Agenda Review, Virtual						-
2/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	5.68				409.05
2/11/2026	1. Meeting with General Counsel, Virtual	403.37					403.37
2/12/2026	1. Meeting with Director Santos and Carlos, Virtual	403.37					403.37
2/13/2026	1. DCA BOD Prep (FY24/25), Virtual	403.37					403.37
2/14/2026	1. Meeting with Staff, Virtual	403.37					403.37
2/16/2026	1. Meeting with Staff, Virtual	403.37					403.37
2/17/2026	1. Meeting with Doug Shoeshire, Virtual	403.37					403.37
2/18/2026	1. Board Audit Committee, VWHQ	403.37	5.68				409.05
	2. Meeting with CEO, Virtual						
2/19/2026	1. Delta Conveyance Finance Authority, VWHQ	403.37	5.68				409.05
	2. Meeting with ERG Leaders Lunch, VWHQ						

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: TONY ESTREMERA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
	3. DCDA Board Meeting, VWHQ						
2/20/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	5.68				409.05
2/21/2026	1. Meeting with Staff, Virtual	403.37					403.37
2/23/2026	1. Weekly Agenda Review, Virtual						-
2/24/2026	1. Valley Water Regular Board Meeting, VWHQ		5.68				5.68
2/25/2026	1. Recycled Water Committee, VWHQ		5.68				5.68
	2. Meeting with General Counsel, VWHQ						
2/26/2026	1. Panel discussion with employees about investigation process, VWHQ		5.68				5.68
2/27/2026	1. Speaker Bureau Presentation, Virtual						-
3/2/2026	1. Weekly Agenda Review, Virtual	403.37					403.37
3/3/2026	1. Meeting with Staff, Virtual	403.37					403.37
3/4/2026	1. Meeting with CEO, Virtual	403.37					403.37
3/9/2026	1. Weekly Agenda Review, Virtual	403.37					403.37
3/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	5.68				409.05
3/11/2026	1. State Contractors Legislative Meeting, Virtual	403.37					403.37
	2. Meeting with General Counsel, Virtual						
3/12/2026	1. Valley Water All Employees Town Hall, Virtual	403.37					403.37
	2. Stream Planning and Operations Committee, VWHQ		5.68				5.68
3/13/2026	1. DCA Board Prep Call, Virtual	403.37					403.37
3/16/2026	1. Capital Improvement Program Committee, VWHQ	403.37	5.68				409.05
	2. Weekly Agenda Review, VWHQ						
3/17/2026	1. Board Policy and Monitoring Committee, VWHQ	403.37	5.68				409.05
	2. Meeting with CEO, VWHQ						
	3. Meeting with General Counsel, VWHQ						
3/18/2026	1. Board Audit Committee, VWHQ	403.37	5.68				409.05
3/19/2026	1. Meeting with Auditor George Skiles, Virtual	403.37					403.37
3/23/2026	1. Meeting with Auditor Cathy Brady, Virtual	403.37					403.37
	2. Weekly Agenda Review, Virtual						
3/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	5.68				409.05
3/25/2026	1. Recycled Water Committee, VWHQ	403.37	5.68				409.05
	2. Meeting with General Counsel, VWHQ						-
3/27/2026	1. Well 2026 Annual Conference Registration			200.00			200.00
	2. Well 2026 Annual Conference, 777 Jackpot Lane, Friant		107.50				107.50
3/28/2026	1. Well 2026 Annual Conference, 777 Jackpot Lane, Friant		107.39				107.39
	2. Lodging - Table Mountain Casino Resort for Well 2026 Annual Conference			238.26			238.26
							-
	TOTALS	**17,344.91**	**351.75**	**438.26**	**-**	**-**	**18,134.92**

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: NAI HSUEH

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
1/6/2026	1. BPMC Follow Up Items, VWHQ	403.37					403.37
1/8/2026	1. Meeting with CEO, VWHQ	403.37					403.37
1/13/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37					403.37
1/14/2026	1. KPI Modification to the SCW Program, VWHQ	403.37					403.37
1/20/2026	1. Environmental Creek Cleanup Committee, VWHQ	403.37					403.37
1/21/2026	1. Water Retailer Meeting, VWHQ	403.37					403.37
1/22/2026	1. SFC JPA Board Meeting, Menlo Park Chambers	403.37					403.37
1/23/2026	1. Negotiation Ad Hoc Committee, VWHQ	403.37					403.37
1/26/2026	1. Capital Improvement Program Committee, VWHQ	403.37					403.37
1/27/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37					403.37
1/28/2026	1. Youth Commission Meeting, VWHQ	403.37					403.37
1/29/2026	1. Valley Water Special Board Meeting, VWHQ	403.37					403.37
2/2/2026	1. Ad Hoc Committee, Virtual	403.37					403.37
2/3/2026	1. Landscape Committee Meeting, VWHQ	403.37					403.37
2/4/2026	1. Meeting with Staff about Stream Stewardship	403.37					403.37
2/5/2026	1. Meeting with CEO, VWHQ	403.37					403.37
2/6/2026	1. Ad Hoc Committee, Virtual	403.37					403.37
2/9/2026	1. Board Policy and Monitoring Committee, VWHQ	403.37					403.37
2/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37					403.37
2/18/2026	1. Meeting with Staff about DCA Financing Issues, Virtual	403.37					403.37
2/19/2026	1. Delta Conveyance Finance Authority, VWHQ	403.37					403.37
2/20/2026	1. Valley Water Special Board Meeting, Virtual	403.37					403.37
2/23/2026	1. Water Supply and Demand Management Committee, VWHQ	403.37					403.37
2/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37					403.37
2/25/2026	1. Special Panel Briefing with Staff, Virtual	403.37					403.37
2/26/2026	1. SFC JPA Board Meeting, Menlo Park Chambers	403.37					403.37
3/2/2026	1. Meeting with Staff on BPMC Agenda, Virtual	403.37					403.37
3/4/2026	1. Meeting with Board Auditor, Virtual	403.37					403.37
3/5/2026	1. Meeting with CEO, Virtual	403.37					403.37
3/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37					403.37
3/13/2026	1. WSDM Committee Follow-Up Items, VWHQ	403.37					403.37
3/16/2026	1. Capital Improvement Program Committee, VWHQ	403.37					403.37
3/17/2026	1. Board Policy and Monitoring Committee, VWHQ	403.37					403.37

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: NAI HSUEH

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
3/18/2026	1. Meeting with Staff on Budget Process Improvement, VWHQ	403.37					403.37
3/19/2026	1. Meeting with Staff on CIP Committee Agenda, Virtual	403.37					403.37
3/23/2026	1. Water Supply and Demand Management Committee, VWHQ	403.37					403.37
3/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37					403.37
3/25/2026	1. Ad Hoc Committee Meeting with CEO Recruiter, VWHQ	403.37					403.37
3/26/2026	1. SFC JPA Board Meeting, 751 Laurel St., Menlo Park	403.37					403.37
3/27/2026	1. BPMC Follow Up, VWHQ	403.37					403.37
3/30/2026	1. Meeting with CEO Recruiter, Virtual	403.37					403.37
	TOTALS	**16,538. 17**	**-**	**-**	**-**	**-**	**16,538. 17**

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: RICHARD SANTOS

MEETING DATE		PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
1/5/2026	1.	Agricultural Water Advisory Committee Meeting, VWHQ	403.37	23.35				426.72
	2.	Milpitas Rotary, 828 N. Hillview Dr., Milpitas		7.99				7.99
	3.	Weekly Agenda Review, Virtual						-
1/6/2026	1.	Briefing for Monthly SLDMWA Board Meeting, Virtual	403.37					403.37
	2.	Legislative Summit Briefing, Virtual						-
	3.	SLDMWA Staff Briefing for SLDMWA Board Meeting, Virtual						-
1/7/2026	1.	Meeting with CEO, Virtual	403.37					403.37
1/8/2026	1.	SLDMWA Board of Directors Meeting, Los Banos	403.37	23.35				426.72
1/9/2026	1.	AT&T Internet					83.66	83.66
1/12/2026	1.	OGR Consultants Meeting-SVWPC Tour, SVWPC 4190 Zanker Rd, Milpitas	403.37	12.17				415.54
	2.	Weekly Agenda Review, Virtual						-
	3.	Berryessa Citizens Advisory Council Meeting, Virtual						-
1/13/2026	1.	Valley Water Regular Board Meeting, VWHQ	403.37	23.35				426.72
1/14/2026	1.	Tour of Coyote Valley with the Open Space Authority, VWHQ	403.37	23.35				426.72
1/15/2026	1.	Berryessa Citizen of the Year Nomination Process, Berryessa Library		1.97				1.97
1/16/2026	1.	D4 Stars Awards Gala, 3050 Berryessa Rd, San Jose		2.15				2.15
1/20/2026	1.	Environmental Creek Cleanup Committee, VWHQ	403.37	23.35				426.72
1/21/2026	1.	SFC JPA Board Meeting Prep, Virtual						-
1/22/2026	1.	SFC JPA Board Meeting, Virtual	403.37					403.37
	2.	Milpitas Historical Society - Renewal Membership				25.00		25.00
	3.	Berryessa Citizens Advisory Council - Renewal Membership				10.00		10.00
1/23/2026	1.	Top Golf Alviso Development, Virtual	403.37					403.37
1/24/2026	1.	Assemblymember Ahrens' Policy & Pancakes Town Hall, 550 E. Remington Dr, Sunnyvale	403.37	27.55				430.92
	2.	Sea Scouts of Ship 300 Pancake Breakfast & Bridge of Honor						-
1/26/2026	1.	Weekly Agenda Review, Virtual						-
	2.	AT&T Fax					85.99	85.99
	3.	Environmental Water Resources Committee, Virtual						-
1/27/2026	1.	Valley Water Regular Board Meeting, VWHQ	403.37	23.35				426.72
1/28/2026	1.	Water Commission, VWHQ	403.37	23.35				426.72
1/29/2026	1.	Valley Water Special Board Meeting, VWHQ	403.37	23.35				426.72
	2.	Meeting with Angel Rios, San Jose City Hall						-
	3.	Safe Clean Water Independent Monitoring Committee, Virtual						-
1/30/2026	1.	Elected Officials Briefing on AI, 2302 Zanker Rd., San Jose	403.37	8.47				411.84
	2.	La Raza Roundtable, 749 Story Rd, San Jose		12.37				12.37

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: RICHARD SANTOS

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
2/1/2026	1. Alviso Flood Interview, San Jose	403.37					403.37
2/2/2026	1. Milpitas Rotary Club Meeting, 828 N. Hillview Dr, Milpitas	403.37	7.99				411.36
	2. Milpitas Rotary Lunch			20.00			20.00
	3. Weekly Agenda Review, Virtual						-
2/3/2026	1. Landscape Committee Meeting, VWHQ	403.37	23.35				426.72
	2. Briefing for Monthly SLDMWA Board Meeting, Virtual						-
	3. Lunch Meeting with Union, Virtual						-
2/4/2026	1. San Jose Rotary Club Meeting, 88 S. 4th., San Jose	403.37	13.27				416.64
	2. Meeting with CEO, Virtual						-
2/5/2026	1. SLDMWA Board Meeting, VWHQ	403.37	23.35				426.72
2/6/2026	1. Pajaro River Watershed Flood Prevention Authority, Virtual	403.37					403.37
	2. Sunnyvale Unhoused Collaborative, Virtual						-
2/9/2026	1. Weekly Agenda Review, Virtual	403.37					403.37
	2. AT&T Internet					83.66	83.66
	3. Berryessa Citizens Advisory Council Meeting, 3050 Berryessa Rd, San Jose		2.19				2.19
2/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	23.35				426.72
2/11/2026	1. Legal Issues, Virtual	403.37					403.37
2/12/2026	1. Alviso Railroad Adaptation Planning Study Open House, Alviso Branch Library		14.83				14.83
	2. Meeting with CCJPA Alviso Railroad Adaptation Planning Study Team, Alviso Branch Library						-
2/15/2026	1. Thomas Foon Chew Day Celebration, 1491 Hope St, San Jose	403.37	14.83				418.20
2/18/2026	1. Meeting with Assistant CEO, Virtual						-
	2. Meeting with Colin Resch, Virtual						-
	3. Safe Clean Water Independent Monitoring Committee, VWHQ	403.37	23.35				426.72
2/19/2026	1. ERG Leadership Meeting, VWHQ	403.37	23.35				426.72
2/20/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	23.35				426.72
	2. Board Benefit Meeting, Virtual						-
2/21/2026	1. Rep Khanna Town Hall, 250 Roswell Dr, Milpitas	403.37	5.89				409.26
2/23/2026	1. Water Supply and Demand Management Committee, VWHQ		23.35				23.35
	2. Weekly Agenda Review, Virtual						-
2/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	23.35				426.72
2/25/2026	1. Recycled Water Committee, VWHQ		23.35				23.35
2/26/2026	1. 2026 Landscape Summit, VWHQ		23.35				23.35
	2. Emergency Operational Area Council, 55 W. Younger Ave, San Jose		8.12				8.12
	3. SFC JPA Board Meeting, Virtual						-
2/27/2026	1. Fax AT&T					80.97	80.97
	2. La Raza Roundtable, 749 Story Rd, San Jose		12.37				12.37

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: RICHARD SANTOS

MEETING DATE		PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
3/2/2026	1.	Milpitas Rotary Club Meeting, 828 N. Hillview Dr, Milpitas	403.37	7.99				411.36
	2.	Business Meal - Milpitas Rotary Club Meeting			16.00			16.00
	3.	Weekly Agenda Review, Virtual						-
3/3/2026	1.	Briefing for Monthly SLDMWA Board Meeting, Virtual						-
3/4/2026	1.	ERG Event: Asian Pacific Traditional New Year, VWHQ	403.37	23.35				426.72
	2.	Meeting with Darin Taylor, Finance Chief, VWHQ						-
	3.	Agenda Review, Virtual						-
3/5/2026	1.	San Luis Delta Mendota Water Authority Board Meeting, VWHQ	403.37	23.35				426.72
3/6/2026	1.	Sunnyvale Unhoused Collaborative, Virtual	403.37					403.37
	2.	Milpitas Chamber Crab Feed, 457 E. Calaveras Blvd., Milpitas		7.67				7.67
3/9/2026	1.	Agenda Review, Virtual	403.37					403.37
	2.	Berryessa Citizens Advisory Committee meeting, 3050 Berryessa Rd, San Jose		2.19				2.19
3/10/2026	1.	Valley Water Regular Board Meeting, VWHQ	403.37	23.35				426.72
3/11/2026	1.	Quarterly Water Retailer Meeting, VWHQ	403.37	23.35				426.72
	2.	Alviso Neighborhood Group Meeting, Virtual						-
	3.	AT&T Internet					83.66	83.66
3/13/2026	1.	State of the County, 70 W. Hedding St., San Jose	403.37	8.27				411.64
3/14/2026	1.	Rep. Ro Khanna Town Hall, Abram Agnew Elementary School	403.37	9.95				413.32
3/16/2026	1.	Capital Improvement Program Committee, Virtual						-
3/17/2026	1.	Weekly Agenda Review, Virtual						-
3/23/2026	1.	Water Supply and Demand Management Committee, VWHQ	403.37	23.35				426.72
3/24/2026	1.	Valley Water Regular Board Meeting, VWHQ	403.37	23.35				426.72
3/25/2026	1.	Recycled Water Committee, VWHQ	403.37	23.35				426.72
	2.	Fax AT&T					81.02	81.02
3/26/2026	1.	SFC JPA Briefing, Virtual	403.37					403.37
	2.	ERG Event: Women of Water- Women's History Month Event with Author Rae Alexandra, VWHQ		23.35				23.35
	3.	SFC JPA Board Meeting, Virtual						-
3/27/2026	1.	La Raza Roundtable, 749 Story Rd., San Jose	403.37	12.37				415.74
3/30/2026	1.	Briefing for SCRWA Meeting, Virtual						-
	2.	Weekly Agenda Review, Virtual						-
3/31/2026	1.	CEO Recruiter, Virtual	403.37					403.37
		TOTALS	**18,151.65**	**807.70**	**36.00**	**35.00**	**498.96**	**19,529.31**

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: JOHN VARELA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
1/5/2026	1. Agricultural Water Advisory Committee Meeting, Virtual	403.37					403.37
1/6/2026	1. Legislative Summit Briefing, Virtual	403.37					403.37
	2. Briefing for Monthly SLDMWA Board Meeting, Virtual						-
1/7/2026	1. ACWA Board Directors Meeting, Virtual	403.37					403.37
1/8/2026	1. SLDMWA Board of Directors Meeting, Virtual	403.37					403.37
1/12/2026	1. Meeting with CEO, Virtual	403.37					403.37
1/13/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	30.65				434.02
1/15/2026	1. ACWA Foundation Board Meeting, Virtual	403.37					403.37
1/19/2026	1. Special ACWA Board Meeting, Virtual	403.37					403.37
1/22/2026	1. ACWA Foundation Executive Committee Meeting, Virtual	403.37					403.37
	2. San Martin Neighborhood Alliance, Virtual						-
1/23/2026	1. MH Education Committee Monthly Meeting, 155 E. Main St., Morgan Hill	403.37	5.05				408.42
1/26/2026	1. Meeting with CEO, Virtual	403.37					403.37
1/27/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	30.64				434.01
1/28/2026	1. ACWA Region 5 Board Meeting & Orientation, Virtual	403.37					403.37
	2. Youth Commission Meeting, Virtual						-
1/29/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	30.64				434.01
1/31/2026	1. Morgan Hill Tree Planting Beautification Ceremony, Upper Llagas Trail	403.37	2.36				405.73
							-
2/3/2026	1. Briefing for Monthly SLDMWA Board Meeting, Virtual	403.37					403.37
2/5/2026	1. SLDMWA Board Meeting, 842 6th St, Los Banos	403.37					403.37
2/6/2026	1. Pajaro River Watershed Flow Prevention Authority, Virtual	403.37					403.37
	2. ACWA Trustees, Virtual						-
2/9/2026	1. ACWA Region 5 Meeting, Virtual	403.37					403.37
	2. Meeting with CEO, Virtual						-
2/10/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	30.64				434.01
2/12/2026	1. Pistoresi Property Briefing, Virtual	403.37					403.37
2/13/2026	1. Morgan Hill Chamber Quick 5 Podcast Recording, Virtual	403.37					403.37
	2. ACWA 2026 Spring Conference Registration			999.00			999.00
2/20/2026	1. Valley Water Special Board Meeting, VWHQ	403.37	30.64				434.01
	2. Board Benefit Package, VWHQ						-
2/23/2026	1. Meeting with CEO, Virtual	403.37					403.37
2/24/2026	1. Valley Water Regular Board Meeting, VWHQ	403.37	30.64				434.01
2/25/2026	1. 2026 Spring Conference Registration, 44400 Indian Wells Ln, Indian Wells CA			612.85			612.85
	2. Refund 2026 Spring Conference Registration, 44400 Indian Wells Ln, Indian Wells CA			(562.85)			(562.85)
2/26/2026	1. Monthly Call with ACWA Exec Director Marwan, Virtual	403.37					403.37

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS' COMPENSATION
For the Quarter Ending 03/31/26
(Unaudited ~ for Board of Directors' review)

DIRECTOR: JOHN VARELA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE[1]	MILEAGE[2]	BOARD APPROVED[3]	BOARD ALLOCATED[4]	COMMUNICATION CHARGES[5]	TOTALS
							-
3/2/2026	1. Leadership Morgan Hill - Regional Government Day, 17000 Monterey Rd., Morgan Hill	403.37	2.65				406.02
3/3/2026	1. Briefing for Monthly SLDMWA Board Meeting, Virtual	403.37					403.37
	2. SCC Farm Bureau Board Meeting, 605 Tennant Avenue, Suite H, Morgan Hill		3.41				3.41
	3. ACWA Finance Committee, Virtual						-
3/5/2026	1. SLDMWA Board of Directors Meeting, Virtual	403.37					403.37
3/9/2026	1. Meeting with CEO, Virtual	403.37					403.37
	2. ACWA Foundation Executive Committee Executive Director Contract, Virtual						-
3/10/2026	1. Valley Water Regular Board Meeting, Virtual	403.37					403.37
3/11/2026	1. Quarterly Water Retailer Meeting, Virtual	403.37					403.37
3/12/2026	1. Valley Water All Employee Town Hall, Virtual	403.37					403.37
	2. Stream Planning and Operations Committee, VWHQ		30.64				30.64
3/14/2026	1. Meeting with Constituent Greg Sellers, 251 Vineyard Town Center, Morgan Hill	403.37	1.35				404.72
3/16/2026	1. Briefing on ACWA Vision for Our Water Future, Virtual	403.37					403.37
3/19/2026	1. ACWA Foundation Board Meeting, Virtual	403.37					403.37
	2. ACWA Region Leadership New Term Roundtable, Virtual						
3/20/2026	1. ACWA Board Meeting, Virtual	403.37					403.37
	2. Monthly Meeting with ACWA Executive Director Marwan, Virtual						
3/23/2026	1. ACWA Board of Directors - Executive Director Recruitment, Virtual	403.37					403.37
3/26/2026	1. Anderson Dam Public Meeting, Morgan Hill Community Center	403.37	2.65				406.02
3/27/2026	1. Upper Llagas and Anderson Dam Elected Officials Meeting, Virtual	403.37					403.37
3/30/2026	1. ACWA Board of Directors, Virtual	403.37					403.37
	2. Briefing for SCRWA Meeting, Virtual						
3/31/2026	1. Meeting with Drew Gorgey (CEO Recruiter), Virtual						-
	TOTALS	**$16,538.17**	**$231.96**	**$1,049.00**	**$0.00**	**$0.00**	**$17,819.13**

1-Compensation up to 15 days/mth; increases to $403.37 effective 04/14/25.
2-Mileage Reimbursement @ $0.725/mile.
3-Per GP-10.6.3
4-Annual fiscal year limit of $250 per Director per Board Resolution
5-Per GP-10.7

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Santa Clara Valley Water District

File No.: 26-0093

Agenda Date: 6/23/2026
Item No.: *4.5.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approval of Minutes from May 26, 2026.

RECOMMENDATION:
Approve the minutes from May 26, 2026.

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: 05/26/2026 Meeting Minutes

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193

BOARD OF DIRECTORS MEETING

MINUTES

CLOSED SESSION AND REGULAR MEETING
TUESDAY, MAY 26, 2026
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; Linda Mason, Acting District Counsel; Candice Kwok-Smith, Clerk, Board of Directors; E. Aryee, A. Baker, A. Beaman, L. Bankosh, M. Bilski, S. Bogale, J. Bourgeois, R. Chan, T. Chinte, J. Codianne, O. El-Qoulaq, A Garcia, R. Gibson, V. Gin, J. Golka, A. Gordon, A. Gschwind, C. Hakes, W. Ho, S. Inda, C. Lawson, A. Lee, M. Lugo, L. Mason, R. McCarter, P. McElroy, T. Ndah, L. Penilla, M. Poole, D. Rocha, R. Ruiz, K. Struve, D. Taylor, G. Williams, 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, 2.3, 2.4, 2.5, and 2.6.

Director Rebecca Eisenberg arrived.

2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(2).
In the Matter of the Amended Statement of Issues Regarding the Appeal of Tier Conversion Contract Amendment by Santa Clara Valley Water District, Respondent (Agency Case No. 2024-0867; OAH No. 2025080184)

2.2. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

2.3. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION
Pursuant to Government Code section 54956.9(d)(2)
One Potential Case

2.4. CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: District Counsel
Pursuant to Government Code Section 54957(b)(1)

2.5. CLOSED SESSION
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Chief Executive Officer

2.6. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

2.7. District Counsel Report on Closed Session.

Linda Mason, Acting District Counsel, reported that, regarding Items 2.1 and 2.2, the Board met in Closed Session with all members participating, and took no reportable action. In regard to Item 2.3, Directors Ballard, Beall, Estremera, Hseuh, Santos, and Varela met in Closed Session and took no reportable action; and in regard to Item 2.6, the Board continued the Item to a future date.

Chair Estremera reported that, regarding Items 2.4 and 2.5, the Board met in Closed Session, took no reportable action, and continued Item 2.5 to the June 9, 2026, Board meeting.

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

Vice Chairperson Santos led all present in reciting the Pledge of Allegiance.

3.2. Orders of the Day.

None.

Chairperson Estremera read the Board Meeting Decorum statement into the record, outlining the expectations for respectful and professional conduct during the proceedings.

Move to Approve:	Richard Santos
Second:	John Varela
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a voice vote.

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.

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - 4.7)

The Board considered Consent Calendar Items 4.1 and 4.3 through 4.7 under one motion.

4.1. Adopt a Resolution in Support of the Association of California Water Agencies' Vision for Our Water Future Recommendations.

Recommendation: Adopt the Resolution SUPPORT OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES' VISION FOR OUR WATER FUTURE RECOMMENDATIONS.

4.2. Adopt a Resolution Adopting Employee Salary Schedule Effective June 22, 2026, The Beginning of Pay Period 14 of Fiscal Year 2027.

(Moved to Item 10.1)

4.3. Adopt Plans and Specifications and Authorize Advertisement for Bids for the Berryessa Creek Flood Protection Project, Calaveras Boulevard to Interstate 680, Upper Berryessa Creek Off-Site Mitigation Project, Project No. 26174041, Contract No. C0717 (Milpitas and San Jose, Districts 3 and 6).

Recommendation:
A. Consider the First Addendum to the Final Environmental Impact Report (EIR) along with the Final EIR for the Upper Berryessa Creek Flood Risk Management Project;
B. Approve the Upper Berryessa Creek Off-Site Mitigation Project
C. Adopt the Plans and Specifications and Authorize Advertisement for Bids for Construction of the Upper Berryessa Creek Off-Site Mitigation Project per the Notice to Bidders; and
D. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

4.4. Adopt Recommended Positions on Federal Legislation: S. 3732 (Gallego) - Water Security and Drought Resilience Act; S. 4213 (Durbin) - Data Center Water and Energy Transparency Act of 2026; And Other Legislation That May Require Consideration by the Board.

Recommendation: A. Adopt a Position of "Support" on S. 3732 (Gallego) - Water Security and Drought Resilience Act; and

B. Adopt a Position of "Support" on S. 4213 (Durbin) - Data Center Water and Energy Transparency Act of 2026.

4.5. Adopt Recommended Positions on State Legislation: AB 1603 (Schultz) Pesticides: Perfluoroalkyl and Polyfluoroalkyl substances (PFAS), SB 949 (Becker) Environmental Protection: Natural Resources Agency: Resource of Statewide Significance: Santa Cruz Mountains, and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

Recommendation:
A. Adopt a position of "Support" on: AB 1603 (Schultz) Pesticides: perfluoroalkyl and polyfluoroalkyl substances (PFAS); and
B. Adopt a position of "Support" on: SB 949 (Becker) Environmental protection: Natural Resources Agency: resource of statewide significance: Santa Cruz Mountains.

4.6. Approval of Minutes from April 23, 28, and 29, 2026.

Recommendation: Approve the Minutes from April 23, 28, and 29, 2026.

4.7. Accept the CEO Bulletin for the Weeks of May 8 - 21, 2026.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 4.1 and 4.3 through 4.7, under one motion, as follows: adopt Resolution No. 2026-36, SUPPORT OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES' VISION FOR OUR WATER FUTURE RECOMMENDATIONS, as contained in Item 4.1, by roll call vote; consider the First Addendum to the Final Environmental Impact Report (EIR) along with the Final EIR for the Upper Berryessa Creek Flood Risk Management Project, approve the Upper Berryessa Creek Off-Site Mitigation Project, adopt the Plans and Specifications and Authorize Advertisement for Bids for Construction of the Upper Berryessa Creek Off-Site Mitigation Project per the Notice to Bidders, and authorize the Designated Engineer to issue addenda, as necessary, during the bidding process, as contained in Item 4.3; adopt a Position of "Support" on S. 3732 (Gallego) - Water Security and Drought Resilience Act and adopt a Position of "Support" on S. 4213 (Durbin) - Data Center Water and Energy Transparency Act of 2026, as contained in Item 4.4; adopt a position of "Support" on: AB 1603 (Schultz) Pesticides: perfluoroalkyl and polyfluoroalkyl substances (PFAS); and adopt a position of "Support" on: SB 949 (Becker) Environmental protection: Natural Resources Agency: resource of statewide significance: Santa Cruz Mountains, as contained in Item 4.5; approve

the Minutes from April 23, 28, and 29, 2026, as contained in Item 4.6; and accept the CEO Bulletin, as contained in Item 4.7.

Move to Approve:	Richard Santos
Second:	John Varela
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a roll-call vote.

5. BOARD OF DIRECTORS:

5.1. Board Committee Reports.

The Board reviewed the meeting summaries and agendas for the April 15, 2026, Board Audit Committee and May 27, 2026, Recycled Water Committee, as contained in Handouts 5.1-A and 5.2-B, respectively, and no formal action was taken. Copies of the Handouts were distributed to the Board and made available to the public.

6. WATER UTILITY ENTERPRISE:

6.1. Receive an Update on Golden Mussel Detection in California and Santa Clara Valley Water District's Response.

Recommendation: Receive an update and provide feedback on Santa Clara Valley Water District's response to the threat of golden mussels in California.

Sam Bogale, Deputy Operating Officer, reviewed the information for this Item as outlined in the attached Board Agenda Memo. Atlasi Daneshvar, Senior Water Resources Specialist, reviewed the corresponding presentation materials contained in Attachment 1.

The Board noted the information without formal action.

6.2. Receive Report of Bids, Ratify Addenda, Approve the Contingency Fund, and Award the Construction Contract to Con-Quest Contractors, Inc., for the East Pipeline Inspection and Rehabilitation Project, Project No. 95084004, Contract No. C0718, in the Sum of $4,809,013.53 (San Jose, Districts 1, 3, and 6).

Recommendation:
A. Ratify Addenda No(s). 1, 2, 3, 4, 5, and 6 to the Contract Documents for the East Pipeline Inspection and Rehabilitation Project;
B. Award the Construction Contract to Con-Quest Contractors, Inc., located in Burlingame, CA, in the sum of $4,809,013.53; and

C. Approve a contingency sum of $721,352.03 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Emmanuel Aryee, Deputy Operating Officer, reviewed the information on this item as outlined in the attached Board Agenda Memo.

Move to Approve:	Nai Hsueh
Second:	John Varela
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a voice vote.

7. WATERSHEDS:

7.1. Approve Agreement No. A5752A with Stillwater Ecosystem, Watershed & Riverine Sciences for Guadalupe River Mitigation and Monitoring Water Years 2026-2029, Project No. 30151026, PB File No. VW0643, for a Not-to-Exceed Amount of $1,063,284.

Recommendation: Approve Agreement No. A5752A with Stillwater Ecosystem, Watershed & Riverine Sciences for Guadalupe River Mitigation and Monitoring Water Years 2026-2029, for a Not-to-Exceed Amount of $1,063,284.

John Bourgeios, Deputy Operating Officer, reviewed the information on this Item as outlined in the attached Board Agenda Memo.

Move to Approve:	Richard Santos
Second:	Shiloh Ballard
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a voice vote.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. Receive Report of Bids, Ratify Addenda, Approve the Contingency Fund, and Award the Construction Contract to Hanford Applied Restoration & Conservation for the Federal Energy Regulatory Commission Order Compliance Project Live Oak Restoration Reach Project, Project No. 91864005, Contract No. C0726 in the sum of $3,829,918.75 (Morgan Hill, District 1).

Recommendation:
A. Ratify Addenda Nos. 1 and 2 to the Contract Documents for the FERC Order Compliance Project (FOCP) Live Oak Restoration Reach Project;
B. Award the Construction Contract to Hanford Applied Restoration & Conservation, located in Petaluma, California, in the sum of $3,829,918.75; and
C. Approve a contingency sum of $574,487.81 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Ryan McCarter, Deputy Operating Officer, reviewed the information on this Item as outlined in the attached Board Agenda Memo.

Move to Approve:	John L. Varela
Second:	Nai Hsueh
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a voice vote.

9. EXTERNAL AFFAIRS:

None.

10. CHIEF EXECUTIVE OFFICER:

10.1. Adopt a Resolution Adopting Employee Salary Schedule Effective June 22, 2026, The Beginning of Pay Period 14 of Fiscal Year 2027.

Recommendation: Adopt the Resolution ADOPTING EMPLOYEE SALARY SCHEDULE - EFFECTIVE PAY PERIOD 14 OF FISCAL YEAR 2027.

Move to Adopt:	Nai Hsueh
Second:	Richard Santos
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a roll-call vote.

10.2. CEO and Chiefs' Reports.

Darin Taylor, Chief Financial Officer, reviewed the attached Grants Bi Monthly Update, identified as Handout 10.2-B; Tina Yoke, Chief Operating Officer, verbally reported on recent Office of Administration activities; and Racheal Gibson, Chief of External Affairs, reviewed the attached Office of Communication Activities Summary, identified as Handout 10.2-A, respectively herein. Copies of the Handouts were distributed to the Board and made available to the public.

11. ADMINISTRATION:

11.1. Receive Information on Construction Project Delivery Methods and Senate Bill 598 - Expanded Authority for Construction Manager/General Contractor Delivery Method and Approve Preliminary List of Projects.

Recommendation:

A. Receive information on construction project delivery methods, including Design-Bid-Build (DBB), Design-Build (DB), Progressive Design-Build (PDB), Public-Private Partnerships (P3), and Best Value selection approaches;
B. Receive information on Senate Bill (SB) 598 and the expanded authority for the Construction Manager/General Contractor (CM/GC) delivery method;
C. Approve the list of projects for delivery using the CM/GC method, authorizing staff to proceed with CM/GC delivery for the identified projects [AB1]; and
D. Provide feedback to staff as needed.

Tony Ndah, Deputy Administrative Officer, reviewed the information for this Item as outlined in the attached Board Agenda Memo. Amandeep Saini, Construction Manager, reviewed the corresponding presentation materials contained in Attachment 1. The Board noted the information without formal action.

Move to Approve:	John L. Varela
Second:	Jim Beall
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Nai Hsueh, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The motion passed by a voice vote.

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.

The Board noted the information without formal action.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

Director Varela reported attending the Association of California Water Agencies Annual (ACWA) Annual Conference.

Director Hsueh reported attending a Delta Conveyance Authority (DCA) meeting; a Rinconada Water Treatment Plant Neighborhood Improvement Project meeting; Capital Improvement Program (CIP) and Board Policy and Monitoring Committee (BPMC) meetings; a Youth Commission (YC) meeting; an Ad-hoc meeting; and various meetings with staff.

Director Ballard reported attending the aforementioned DCA, YC, and Ad-hoc meetings; a SCV Habitat Agency Implementation meeting; a Board Audit Committee (BAC), and a Stream Planning and Operations Committee (SPOC) committee meetings; and various meetings with staff.

Director Santos reported attending National River Clean Up Day sites, a San Luis and Delta-Mendota Water Authority meeting; a Milpitas Rotary Club meeting; a ribbon cutting ceremony at the Dr. Robert Gross ponds; and various meetings with staff.

Director Eisenberg reported attending the Newell Road Bridge Construction Celebration.

Director Beall reported attending the aforementioned BAC, CIP, SCV Habitat Agency Implementation meeting, and Ad Hoc meetings; and the Santa Clara County Housing Authority Annual Briefing.

Chairperson Estremera reported attending the Agenda Review, aforementioned BAC, BPMC, CIP, DCA, and SPOC meetings.

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

None.

16. ADJOURN:

Chairperson Estremera adjourned the meeting at 2:17 p.m. The Board will reconvene for its next Regular meeting at 1:00 p.m. on Tuesday, June 9, 2026, at the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San José, California, and via Zoom teleconference.

Candice Kwok-Smith
Clerk, Board of Directors

Approved:

Date: June 23, 2026

Santa Clara Valley Water District

File No.: 26-0554

Agenda Date: 6/23/2026
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 June 5 - 18, 2026.

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.

ATTACHMENTS:
Attachment 1: 06/18/2026 CEO Bulletin

UNCLASSIFIED MANAGER:
Melanie Richardson, 408-630-2017

CEO BULLETIN

To: **Board of Directors**
From: **Melanie Richardson, Interim CEO**

Weeks of June 5, 2026 – June 18, 2026

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
1	Recurring Report on Personnel Vacancies
2	Workforce Development: Recent and Upcoming Training Opportunities

1. Recurring Report on Personnel Vacancies

Valley Water strives to attract, develop, and retain a talented and diverse workforce. Our employees come from diverse cultural and professional backgrounds. Valley Water promotes high performance and equal employment opportunities.

Human Resources provides a monthly report on staffing levels and vacancies per the Board's request. The following information is effective as of April 30, 2026.

Valley Water Staffing Levels:

876 - Total Positions
840 - Number of positions filled
37 - Total Vacant Unpaused Position Codes
4.2% - Vacancy Factor
1 - Separations and/or Retirements
0.8% - Average Annual Turnover for 2026

Note - The agency had 921 positions and 45 are paused. This report will be provided before the second Board meeting to ensure we include complete monthly data.

For further information, please contact Patrice McElroy at (408) 630-3159.

2. Workforce Development: Recent and Upcoming Training Opportunities

Valley Water continues to take a proactive approach to developing its workforce by offering a range of employee training and development opportunities. The sessions described below are designed to enhance workplace culture, strengthen professional capabilities, and sustain technical skills.

Building a Safe and Supportive Workplace

The Trauma-Informed Support Through Restorative Conversations training was designed to provide employees with tools to navigate the emotional impact of workplace challenges with care, clarity, and a shared sense of responsibility. The sessions provide an understanding of what trauma is, how it may show up in the workplace, and how employees can support one another. Navigating Difficult Conversations equipped employees with strategies for handling interpersonal interactions and was offered for the Management Leadership Team (MLT) and for non-MLT employees. InsideOut GROW Coaching provided tools to develop coaching skills that foster ownership and improve team performance. Conflict Management trained employees in practical, constructive conflict resolution techniques.

Technical Training

The Water Quality Data Integrity Training covered the proper handling, documentation, and reporting of water quality data to ensure accuracy, transparency, and regulatory compliance. In the Taste-and-Odor Occurrence, Control, and Response Training, employees strengthened their ability to identify and respond to taste-and-odor events. The Water Distribution Operator Exam Prep Course was delivered to reinforce core competencies and prepare staff for certifications with the State Water Resources Control Board (SWRCB).

Beyond the sessions described above, Valley Water regularly offers employees ongoing development opportunities. These include Microsoft technical training, the Emerging Leaders Certification Program, LinkedIn Learning, and additional leadership and soft-skill development training.

For further information, please contact Patrice McElroy at (408) 630-3159.

Santa Clara Valley Water District

File No.: 26-0553

Agenda Date: 6/23/2026
Item No.: *5.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Board Committee Reports.

ATTACHMENTS:
*Handout 5.1-A: 04/06/2026 AWAC Meeting Summary
*Handout 5.1-B: 04/20/2026 EWRC Meeting Summary
*Handout 5.1-C: 05/13/2026 SPOC Meeting Summary
*Handout 5.1-D: 05/20/2026 Youth Commission Meeting Summary

MEMORANDUM

FC 14

TO: Board of Directors

FROM: Agricultural Water Advisory Committee

SUBJECT: Agricultural Water Advisory Committee (AWAC) April 6, 2026, Regular Meeting Summary.

DATE: June 23, 2026

This memorandum summarizes agenda items from the meeting of the Agricultural Water Advisory Committee (AWAC) held on Monday, April 6, 2026.

Review Proposed Fiscal Year (FY) 2026-2027 Groundwater Production Charges and Provide Committee Feedback.

The Committee discussed the following topics: confirmed the cancellation of the Water Infrastructure Finance and Innovation Act (WIFIA) loan for the suspended Pacheco Reservoir Expansion Project and noted that no associated grant funding received will be required to be repaid; discussed how Valley Water works with the water retailers through sharing rate projections and seeking feedback on water use assumptions and noted retailer rates cannot be controlled by Valley Water as the whole seller; expressed concern regarding the agriculture rate compared to the residential rate in Zone W-2; discussed the basis for the increases to the capital cost recovery rate and open space credit projections; discussed how certain allocated energy costs may contribute to the water rates and how those costs vary by zone based on the number of treatment plants, imported water supplies, and recharge or recycled water activities; expressed interest in the renewable energy sources used at the water treatment plants; noted staff are monitoring the lower snow pack levels and reviewed the annual rate setting cycle and the contingencies in place including the Drought Contingency Reserve, Rate Stabilization Reserve, and the Supplemental Water Supply Reserve; noted staff do not anticipate a substantial rate increase beyond what is budgeted for the imported water supply; noted the Valley Water Board is working to keep a lower cost structure; expressed support for staff's level of details in the report; and discussed the challenges facing agriculture associated with rising utility costs, infrastructure costs, and county fines.

The Committee received and noted the information, provided feedback, and took no formal action.

Receive Update on Valley Water's Periodic Evaluation to its Alternative Groundwater Sustainability Plan (GSP) under the Sustainable Groundwater Management Act (SGMA).

The Committee discussed the following topics: expressed support for Valley Water's groundwater management efforts; discussed staffing resources and budget; discussed

Trevor Garrod
AWAC Chairperson

San Benito County Water District's GSP and noted Frazier Lake is included; and noted staff continue to manage the water quality and levels in the North San Benito Subbasin, which is in healthy condition.

The Committee received and noted the information, provided feedback, and took no formal action.

Receive an Update on Valley Water's South County Managed Aquifer Recharge Activities.
The Committee discussed the following topics: reviewed groundwater conditions and water table levels at Laguna Seca; noted that proposed sewer service developments near San Pedro Ponds may require approval through Local Agency Formation of Santa Clara County (LAFCO); discussed natural groundwater recharge from rainfall and associated extraction charges; discussed the Madrone Channel Expansion and expressed support for continued planning of future groundwater recharge and percolation projects to enhance long-term water supply reliability; discussed feasibility of Flood-MAR; and the injection well process.

The Committee received and noted the information, provided feedback, and took no formal action.

Review 2026 Agricultural Water Advisory Committee (AWAC) Work Plan, the Outcomes of Board Action of Committee Requests, and the Committee's Next Meeting Agenda.
The Committee discussed the following topics: expressed interest in quantifying agriculture's contribution to groundwater recharge; noted agricultural water use is highly efficient and that most water is returned to crops, based on the previous study presented to AWAC; discussed required measures implemented through open space stormwater permits and the agricultural challenges associated with regulatory agencies; discussed soil conditions affecting percolation and associated potential credits and cost savings and expressed support for a map identifying priority areas. The Committee expressed support for adding language to the following Work Plan item: Update on Valley Water's South County Managed Aquifer Recharge Activities.

It was moved by Peter Van Dyke and seconded by Jan Garrod and unanimously approved to amend the Work Plan to include the following goal language:

> Update on Valley Water's South County Managed Aquifer Recharge Activities:
> - Goal to determine – regions preferred feasible for percolation in collaboration with Valley Water & landowners for mutual benefit.

The next AWAC regular meeting is scheduled to occur at 1:30 p.m. on July 6, 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.

Trevor Garrod
AWAC Chairperson

MEMORANDUM

TO:	Board of Directors	**FROM**:	Environmental and Water Resources Committee
SUBJECT:	Environmental and Water Resources Committee Meeting Summary for April 20, 2026	**DATE**:	June 23, 2026

This memorandum summarizes agenda items from the regular meeting of the Environmental and Water Resources Committee held on April 20, 2026.

RECEIVE INFORMATION ON CALABAZAS AND SAN TOMAS AQUINO CREEK-MARSH CONNECTION PROJECT STAFF RECOMMENDED ALTERNATIVE

Discussion ensued relating to Caltrans involvement in the project, sources for construction funding, transport of sediment, public and stakeholder investment in the project, district plans to monitor the site, minimizing flood risk, cost differences between the alternatives, costs of water transportation, and potential project timelines.

The Committee received the information and took no formal action.

RECEIVE UPDATE ON SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM'S PROJECT D7: PARTNERSHIPS FOR THE CONSERVATION OF HABITAT LANDS. (SARGENT RANCH UPDATE)

Discussion ensued relating to the grant issued by Valley Water to the Peninsula Open Space Trust and restrictions associated with the grant funding, the percentage of available money used for the project, the beginning of the next cycle, and planning efforts to determine use of the lands.

The Committee received the information and took no formal action.

REVIEW AND RECEIVE UPDATES ON THE ENVIRONMENTAL AND WATER RESOURCES COMMITTEE'S WORKING GROUPS

Without discussion, the Committee received the information and took no formal action.

REVIEW AND APPROVE ENVIRONMENTAL AND WATER RESOURCES COMMITTEE WORK PLAN, THE OUTCOMES OF BOARD ACTION OF COMMITTEE REQUESTS, THE COMMITTEE'S NEXT MEETING AGENDA

Discussion ensued relating to the timetable for the desalination feasibility study scheduled to come to the Committee in October 2026 and the item's tentative presentation to the Recycled Water Committee in May or June, 2026.

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.

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MEMORANDUM

FC 14

TO: Board of Directors

FROM: SPOC

SUBJECT: Stream Planning and Operations Committee (SPOC) May 13, 2026 Special Meeting Summary

DATE: *June 23, 2026*

This memorandum summarizes discussion and action from the special meeting of the Stream Planning and Operations Committee (SPOC) held on May 13, 2026.

Receive and Discuss the 2026 Stream Planning and Operations Committee (SPOC) Work Plan, and Make Adjustments as Necessary; and Confirm the Next Meeting Date.

The Committee received the information without discussion and took no formal action.

Tour of Completed Restoration Projects on Stevens Creek.

The Committee departed Valley Water Headquarters for a tour of completed restoration projects at McClellan Ranch Preserve and Blackberry Farm Park in Stevens Creek in Cupertino, California. One Committee member was in attendance, Chairperson Ballard, thus quorum was lost. The next special meeting is scheduled to be determined.

**

Board member comments and suggestions can be forwarded to Stephanie Simunic, Assistant Deputy Clerk II at (408) 630-2408 or by email to ssimunic@valleywater.org.

Shiloh Ballard
Director, District 2
SPOC Chairperson

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MEMORANDUM

TO:	Board of Directors	**FROM**:	Santa Clara Valley Water District Youth Commission
SUBJECT:	Santa Clara Valley Water District Youth Commission Meeting Summary for May 20, 2026	**DATE**:	June 23, 2026

This memorandum summarizes agenda items from the regular meeting of the Santa Clara Valley Water District Youth Commission held on May 20, 2026.

RECEIVE UPDATE FROM SANTA CLARA VALLEY WATER DISTRICT YOUTH COMMISSION'S PROJECT GROUPS AND MAKE RECOMMENDATIONS TO THE BOARD AS NECESSARY

Member Kim reported that the Creekside Community Care Project Group concluded its work on the hygiene kit project, and the group created a video which was used in Commission recruitment efforts.

Member Anand stated that the One Water Pitch Project Group concluded its video contest on April 23. She noted that 12 students submitted seven videos, which were evaluated by Commissioners and subject matter experts, and announced the winners at the middle school and high school levels, stating that the winners have been notified prizes will be mailed to them.

Member Cheung reported that the Data and Accessibility Project Group collected 56.7 pounds of trash on National River Cleanup Day at the Alviso Slough.

The Commission received the information and took no formal action.

REVIEW SANTA CLARA VALLEY WATER DISTRICT YOUTH COMMISSION WORK PLAN, THE OUTCOMES OF BOARD ACTION OF COMMISSION REQUESTS; AND DISCUSS POSSIBLE ITEMS FOR THE COMMISSION'S NEXT MEETING AGENDA.

Without discussion, the Commission took no action.

RECOGNITION OF OUTGOING YOUTH COMMISSION MEMBERS

Director Ballard provided remarks to the Youth Commission and presented the graduating members of the Commission with a Certificate of Recognition for their service, and each graduate was given the opportunity to address the Commission.

1. Ishaan Mandala - representing District 1 (Director Varela)
2. Aadrit Talukdar - representing District 1 (Director Varela)
3. Abigail Ha-Neul Kim - representing District 1 (Director Varela)
4. Andrew Lomio - representing District 2 (Director Ballard)
5. Alonso Jose - representing District 2 (Director Ballard)
6. Betalem (Betty) Berhanu - representing District 2 (Director Ballard)

7. Agata Bak - representing District 4 (Director Beall)
8. Aditya Shivakumar - representing District 5 (Director Hsueh)
9. David Nquyen Huynh - representing District 6 (Chair Estremera)
10. Sinit Hadgu - representing District 6 (Chair Estremera)
11. Doyoon Kim - representing District 7 (Director Eisenberg)

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.

Santa Clara Valley Water District

File No.: 26-0535

Agenda Date: 6/23/2026
Item No.: 6.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve the Agreement with National Water Research Institute (NWRI) to Provide Technical Support Services for the California Validation (CalVal) Program and Expedite Technical Guidance Necessary for the Pure Water Silicon Valley Project for a Total Not-to-Exceed fee of $500,000.

RECOMMENDATION:
Approve the Standard Non-Consultant Agreement with the National Water Research Institute, to provide technical support services for the CalVal Program and expedite technical guidance necessary for the Pure Water Silicon Valley Project for a total not-to-exceed fee of $500,000.

SUMMARY:
Staff seeks Board approval to execute a non-consultant agreement with NWRI to provide technical support services for the CalVal project focusing on the development of technical guidelines and procedures for Potable Reuse projects which will help with expediting the implementation of Pure Water Silicon Valley Project.

Santa Clara Valley Water District (Valley Water) is committed to developing a resilient, drought-proof water supply. Implementing Direct Potable Reuse (DPR) projects currently require navigating new DPR regulations and standardized treatment validation criteria. These complex regulatory mandates have extended project timelines and increased implementation costs.

The CalVal program aims to resolve these challenges by standardizing validation frameworks for water reuse. This multi-year initiative unites regulatory agencies and industry experts to streamline project delivery through four core components:

- **Uniform Permitting:** Creates consistent, transparent approval processes for utilities and regulators.
- **Standard Protocols:** Defines clear treatment, monitoring, and facility maintenance rules.
- **Industry Standards:** Establishes uniform treatment metrics across the water sector.

- **Predictable Delivery:** Provides clearer project timelines and precise budget expectations.

The NWRI - a California joint powers authority specializing in water supply and quality - manages the CalVal program through the employment of subcontractors with highly specialized technical expertise. This collaborative effort actively engages state regulators and major water utilities, including staff from the California State Water Resources Control Board Division of Drinking Water (DDW) and the Los Angeles Department of Water and Power.

It is recommended that Valley Water participate in this effort by providing $500,000 to support CalVal through NWRI. Because NWRI is managing the CalVal program to develop uniform regulatory guidance, this is necessarily a sole source contract, as no other entity can provide these same regulatory guidance development services, and a sole source exemption from competitive procurement was approved by the Procurement Deputy Administrative Officer consistent with EL 5.4.1.1.

Scope of Services

The recommended Agreement with NWRI includes the required tasks and budget to provide technical support for the CalVal program for regulatory guidance efforts that will facilitate DPR projects, including the Pure Water Silicon Valley project. NWRI will work with leading independent technical consultants, Valley Water staff, and DDW staff over the next two years on developing uniform regulatory guidance validation procedures and documentation for DPR projects. Valley Water's funding will ensure that near-term CalVal program efforts do not focus mainly or exclusively on indirect potable reuse project guidance but also focus significantly on DPR projects.

The scope of services includes Project Management, UV/AOP Research, UV/AOP Research Administration, UV/AOP Research Finding Tech memo and Supplemental Services. Prior to performing any Supplemental Services, NWRI will be required to
obtain written authorization from the Water Utility Capital Division Operating Officer through the issuance of an approved Task Order. The Agreement term is two years.

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:
Payment for technical support services performed under the Agreement with the NWRI will not exceed a total amount of $500,000. There is sufficient funding in the FY 2025-2026 Project 91101004 Recycled & Purified Water Program budget to cover this expenditure.

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 A: Gov. Code § 84308
Attachment 1: Agreement

UNCLASSIFIED MANAGER:
Kirsten Struve, 408-630-3138

Attachment A: Gov. Code § 84308

Approve the Agreement with National Water Research Institute (NWRI) to Provide Technical Support Services for the California Validation (CalVal) Program and Expedite Technical Guidance Necessary for the Pure Water Silicon Valley Project for a Total Not-to-Exceed fee of $500,000.

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

Organization Name	Name	Role	Location
National Water Research Institute (NWRI)	Kevin M. Hardy Email: khardy@nwri-usa.org	Executive Director	18700 Ward Street Fountain Valley, Ca 92708 Phone: (760) 801.9111 Email: khardy@nwri-usa.org

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

Organization Name	Name	Role	Location
Carollo Engineers	Andrew Salveson Email: asalveson@carollo.com	Principal Investigator	2795 Mitchell Drive, Walnut Creek, CA 94598
Trussell Technology	Tim Dinh Email: timd@trusseltech.com	Principal Investigator	1939 Harrison St, Oakland, CA 94612

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TECHNICAL SUPPORT AGREEMENT

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and NATIONAL WATER RESEARCH INSTITUTE, a California joint powers authority (Contractor), individually the Party or collectively the Parties.

WHEREAS, Valley Water desires certain services hereinafter described and Contractor affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, Valley Water and Contractor, 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(s), attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONTRACTOR

1. Performance

A. Each Scope of Services described in an attached Schedule(s) must be performed by Contractor, or at its direction, to meet the purposes specified in this Agreement. References to “Contractor” herein include those performing any portion of the Services at its direction such as SubContractors, vendors, suppliers, subcontractors, and other business entities and individuals. Contractor will collaborate with Valley Water staff in engineering, asset management, operations, and maintenance units to be made aware of Valley Water operational constraints, procedures, or preferences relevant to Contractor’s performance of the Services described in the attached Schedule(s).

B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Contractor must perform services and provide all deliverables as required.

C. Contractor shall not undertake any Services not described in the attached Schedule(s) 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. Contractor Controlled Areas – [NOT USED]

3. Licensing – [NOT USED]

4. Valley Water's Approval of Deliverables

Deliverables prepared by Contractor, 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 – [NOT USED]

6. Valley Water Standardization Requirements

Contractor shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Contractor shall use Microsoft Office software that is compatible with Valley Water Microsoft Office software used at the time(s) Valley Water issues a Notice-to-Proceed (NTP) pursuant to this Agreem ent.

7. Contractor Key Staff and Subcontractors

A. Contractor's Key Staff and firms subcontracted by the Contractor (Subcontractors) assigned to perform the Services are identified in the Schedule(s), Scope of Services, Attachment Three, Contractor's Key Staff and Subcontractors.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.

C. Contractor may utilize Subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.

1) Contractor must obtain Valley Water's approval of all Subcontractors. Upon Valley Water's request, Contractor must provide copies of all Subcontractor agreements.

2) Contractor must require its delegates or Subcontractors to agree, in writing, to adhere to Terms and Conditions of this Agreement.

D. Any delegation or use of Subcontractors by Contractor will not operate to relieve Contractor of its responsibilities as described in this Agreement.

E. If any of Contractor's designated key staff persons or Subcontractors fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Contractor will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.

F. Contractor will not charge Valley Water for the time it takes Contractor's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.

G. Contractor's Key Staff: Valley Water's Project Manager (VWPM) or authorized representative may approve any revisions to Contractor'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. Contractor's Subcontractors

1) Valley Water's authorized representatives may approve any revisions to Contractor's list of authorized Subcontractors when the Subcontractor is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Contractor; such approval will be confirmed in writing.

2) Valley Water's authorized representative may approve any revisions to Contractor's list of authorized Subcontractors when a listed Subcontractor is replaced (to perform the same Scope) or a new Subcontractor 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. Contractor'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 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, Contractor shall promptly notify Valley Water.

B. Contractor shall provide, at Valley Water's request, documentation demonstrating Contractor'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 Contractor regarding such compliance.

C. Contractor represents and warrants that neither Contractor 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

Contractor 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. Contractor shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

10. Contractor as Independent Contractor

Contractor will perform all services as an independent contractor and not an agent or employee of Valley Water. Contractor represents and warrants that it and its subcontractors who are performing any of the Services will perform such services as an independent contractor, and neither Contractor nor Subcontractors 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 Contractor, its employees, agents, or Subcontractors.

11. Standard of Care

A. Contractor must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Contractor 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 Contractor's area of specialty in the State of California at the time such services are rendered.

B. Contractor shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Contractor, subsection 8, Compliance with All Laws.

C. Contractor and its SubContractors 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, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Contractor, subsection 8, Compliance with All Laws.

D. Contractor warrants that: all work under this Agreement shall be Contractor's original work and none of the services or inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor); and Contractor has the full right to allow it to provide Valley Water with the assignments and rights provided for herein.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

Valley Water will make available to Contractor all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). Valley Water will actively aid and assist Contractor 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 or Authorized Representatives) for purposes of administering and managing this Agreement.

B. Contractor's progress in completing the Services will be reviewed by Valley Water's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.

C. Contractor must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. 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 Contractor that Valley Water accepts the deliverable, or (2) notify the Contractor that the deliverable is not acceptable and must be revised.

D. If Valley Water advises Contractor that a deliverable must be revised due to errors or omissions by the Contractor, Contractor 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 Contractor if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Contractor has corrected all deficiencies identified by Valley Water.

F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Contractor 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 Contractor'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 Contractor to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Not-to-Exceed Fees

A. Payment for all Services performed by Contractor to the satisfaction of Valley Water, as described in the Schedule(s) will be based on fees stated in the Schedule, Attachment, Fees and Payments. Valley Water will make payments to Contractor according to the terms provided for therein. Payments made by Valley Water to Contractor for Services rendered will be considered full compensation for all personnel, materials, supplies, SubContractor(s), equipment, and reimbursable expenses, incurred by the Contractor to perform the Services.

B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.

C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the

Scope of Services of a task is reduced or deleted, the portion of the fees attributed to that reduced or eliminated task may be allocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.

E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.

F. Automobile travel mileage expenses will be paid at the current Internal Revenue Service (IRS) rate. Valley Water will not reimburse Contractor nor its SubContractors 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 Contractor and its SubContractors for mileage incurred from Valley Water Headquarters or Contractor's and SubContractors' 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. Contractor Invoices

A. Contractor'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 described in the Schedule(s) attached hereto; and include the following:

1) Summary of the amount Contractor has been billed by their subcontractors 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 expenses by Service task,

7) Other direct charges and expenses will follow the cost breakdown schedule, and

8) To the extent that the Contractor is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Contractor and its Subcontractors.

B. Before submitting invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Contractor for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Contractor will email the complete signed and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent

final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Contractor.

C. Each invoice must include a progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed; the execution of the tasks described in this Services; and enable Valley Water to evaluate the Contractor's progress and performance towards completion of the Services.

    1) The progress report shall include:

        a. A summary of of the tasks and deliverables completed to date and assessment of progress relative to schedule;

        b. A brief description of remaining work to complete the Services

        c. Anticipated changes to schope, schedule or budget; and

        d. Any changes in Contractor stadd or Subcontractors.

D. Invoices will include a summary of labor expenditures, direct costs, and billed Subcontractor charges. Invoices, transmitted separately from the progress reports, will be organized such that the billing categories correspond with the Services tasks.

E. Contractor shall email all invoices to: APinvoice5750@valleywater.org. Valley Water mailing address for invoices, if needed:

    Santa Clara Valley Water District
    Attention: Accounts Payable
    P.O. Box 20670
    San Jose, CA 95160-0670

F. In addition to ensuring that each invoice is accompanied with a progress report, Contractor must also ensure that each invoice and corresponding attachments contain the following information:

    1) Agreement Number;

    2) Full Legal Name of Contractor/Firm;

    3) Payment remit-to address;

    4) Invoice Number;

    5) Invoice Date (the date invoice is emailed);

    6) Detailed description of services provided, including the "distribution account(s)" for those services; and

7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and

8) Beginning and end date for billing period that services were provided.

G. Contractor shall invoice for its performance of the Services consistent with the task fee breakdown stated in the Schedule, Attachment, Fees and Payments, which applies to the specific Scope of Services.

H. Valley Water Project Manager will review Contractor's written invoice within five Valley Water business days of receipt, address any questions with Contractor'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's Project Manager.

I. Invoice Disputes

1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Contractor pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Contractor's submission of an invoice in which a disputed amount is included, Valley Water will notify Contractor in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.

2) Contractor and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Contractor and Valley Water Project Manager within 30 calendar days of Contractor receiving Valley Water's written notice of dispute, Contractor and Valley Water will attempt to resolve the Dispute pursuant to Appendix Two, Dispute Resolution.

J. Contractor shall ensure that all personnel performing Services pursuant to this Agreement document their time doing so.

3. **Prevailing Wages – [NOT USED]**

4. **Retention – [NOT USED]**

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Contractor will commence performing the tasks described in this Agreement, in accordance with the attached Schedule(s), Scope of Services, upon receipt of the Notice-to-Proceed (NTP) issued by Valley Water.

2. Project Schedule Table

Contractor will perform and complete the services described in the Scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Schedule, Attachment Two, Schedule of Completion. Contractor 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. Monitoring of Project Schedule

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by Valley Water.

4. Project Delays

Contractor will make all reasonable efforts to comply with the Project Schedule as stated in the Schedule, Attachment Two, Schedule of Completion. In the event the Project Schedule will be delayed, Contractor 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 Contractor is delayed in performance of its services by circumstances beyond its control, District may, at its discretion grant, a reasonable adjustment in the Project Schedule.

5. Changes to the Project Schedule

Valley Water's Project Manager and Contractor may agree to modify the Project Schedule specified for Contractor's performance as an administrative modification to the Agreement 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

This Agreement encompasses all Services that Contractor is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Contractor will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

2. Valley Water Rights

A. Suspension: Valley Water may, by written notice to Contractor, 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 Contractor, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Contractor will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Contractor will be compensated as set forth in Section Seven, Term and Termination, subsection 3, Contractor's Compensation upon Termination or Suspension.

C. Termination for Breach: If Contractor violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Contractor 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 Contractor of such termination. Such notice will specify the effective date thereof, and Contractor 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 Contractor did not breach the Agreement or Task Order, the termination will be deemed to have been implemented for Valley Water's convenience, and Contractor 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. Contractor'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, Contractor shall receive compensation based on satisfactory performance, accepted by Valley Water, as follows:

A. For Direct Labor: Contractor shall be entitled to receive compensation for all authorized direct labor performed prior to termination or suspension 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 or suspension;

B. For Other Direct Costs and Expenses: Contractor shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination or suspension and all authorized expenses incurred to demobilize from the Project after the date of termination or suspension; 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 Contractor representations and warranties.

SECTION EIGHT

INDEMNIFICATION

1. Notwithstanding any other provision of this Agreement, Contractor 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 Contractor's negligence, recklessness, or willful misconduct.

2. The foregoing does not limit any strict liability imposed on the Contractor 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 Contractor Agreement, Appendix Four, Insurance Requirements. Contractor 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 Contractor Agreement, Appendix Four, Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLE

1. Valley Water Ownership

All Valley-Water specific deliverables and other materials prepared by Contractor, including computer programs and media developed by the Contractor, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following

payment in full to Contractor 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. Contractor will provide Valley Water with such deliverables and material at appropriate times during this Agreement.

Any and all general CalVal guidance documentation developed by Contractor and subcontractors for general use by California water agencies engaging in potable reuse projects shall, as applicable, either remain the property of Contractor or be considered in the public domain for use by all.

Contractor does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

Valley Water and participating project funders shall have a non-exclusive, royalty-free, perpetual license to use and reproduce, and rely upon the deliverables for Project-related purposes.

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 Contractor, Valley Water will release Contractor 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 Contractor 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 the computer-generated material will be 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 Valley Water specific original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to Valley Water by Contractor 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 will belong to Valley Water.

6. Copyright Claims

Co-venturers, subcontractors, suppliers, and vendors to Contractor 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 Contractor.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its contractors to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Contractor 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

Contractor's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; 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

Contractor 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. Contractor must conduct a fair, prompt, and thorough investigation of all allegations directed to Contractor by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Contractor must take prompt, effective action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Schedule(s)' Attachments, 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, which are incorporated herein by this reference, 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 an Agreement between the Parties requires accomplishment of the following, as applicable:

1) Execution of the Agreement by Contractor;

2) Submission by the Contractor, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;

3) Submission by the Contractor, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;

4) Submission by the Contractor, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in the Schedule(s), Attachment Four, Reference Materials, if applicable;

5) Submission by the Contractor, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;

6) Any other requirements that are deemed necessary by Valley Water; and

7) Execution of the Agreement by Valley Water.

3. No Assignment

A. The expertise and experience of Contractor are material considerations for Valley Water's award and execution of this Agreement. Contractor will not assign or transfer any interest in this Agreement nor the performance of any of Contractor 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 the Contractor from its duties and responsibilities as described in this Agreement nor shall the Contractor 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

Contractor hereby acknowledges that Valley Water policy prohibits the acceptance by Valley Water personnel of gifts of any kind from its contractors, suppliers or vendors. Contractor shall honor this policy by not sending or bringing gifts to Valley Water.

6. Audits

Contractor agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide Valley Water and its agent(s) with any relevant information requested, in electronic and hard copy format, at Velley Water's discretion, 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 (alternatively, by phone at Valley Water's discretion) 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 Contractor's services, for the purpose of determining compliance with this Agreement. Contractor 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. 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 Contractor will provide pursuant to this Agreement, there may be disclosures made to Contractor 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. Contractor understands and acknowledges that Valley Water staff members providing information to the Contractor do so with the understanding that such information will be handled appropriately.

C. In the event Contractor receives such restricted or confidential information, Contractor will limit access to the information to only those of Contractor's employees, its subcontractors and its Subcontractors authorized by Valley Water to have the information.

D. Contractor 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, Contractor, and its SubContractors 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

Contractor shall not disclose specific Valley Water Project information to the media or any third party without prior written approval from Valley Water; provided, however, Contractor may share CalVal project and research information with authorized Project funders and their representatives, for Project-related purposes and subject to applicable confidentiality requirements.

12. Conflict of Interest

A. Contractor represents that, to the best of its knowledge, it does not know of any actual or potential conflict of interest concerning providing the services to be performed pursuant to this Agreement.

B. Contractor represents that Contractor'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. Contractor will not bring to Valley Water, or use in the performance of Contractor's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Contractor has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.

C. Contractor represents and warrants that during the term of the Agreement, Contractor, Contractor's parent company, Contractor's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Contractor, shall not act as a Contractor or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.

13. Task Orders

A. Some tasks and Services may be assigned to the Contractor through issuance of Task Orders. After the tasks and Services are identified and communicated to the Contractor by Valley Water Project Manager, Contractor will prepare a proposed Task Order (see Standard Contractor Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:

   1) Description of the Services, including deliverables;

   2) The total Not-to-Exceed Fees for Contractor 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. Contractor 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 Contractor Agreement, Appendix One, Additional Legal Terms, and Contractor's authorized representative.

C. Contractor 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.

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Contractor will ensure that disturbance to neighbors is minimized. Contractor, its staff, and SubContractors will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

Unless otherwise expressly stated herein or in an executed Task Order, Contractor represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Contractor shall promptly notify Valley Water if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in Valley Water's name, Contractor shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

16. Taxes and Benefits

Contractor has full and exclusive liability for the payment of, and Contractor 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 Contractor 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. 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.

19. 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.

20. 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.

21. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of Valley Water and Contractor at their respective addresses as follows:

VALLEY WATER:

Deputy Operating Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services.

CONTRACTOR:

Contractor Principal Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services.

22. Appendices

The following Standard Contractor Agreement Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

23. Schedule(s) and Attachments

Schedule [A-GEN, S], Scope of Services, and its Attachments, 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 - Contractor's Key Staff and SubContractors
Attachment Four - Reference Materials

(SIGNATURES FOLLOW ON 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	**NATIONAL WATER RESEARCH INSTITUTE**
By: _____	By: _____
Melaine Richardson P.E. Interim Chief Executive Officer	Kevin Hardy Executive Director
Date: June 23, 2026	Date: 5/19/26
	Contractor's Address: 18700 Ward Street Fountain Valley, CA 92708

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APPENDIX ONE
ADDITIONAL LEGAL TERMS

1. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in Appendix Two Dispute Resolution.

2. Small Business Enterprise (SBE) Outreach Program Participation – [NOT USED]

3. 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 Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.

C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. **[NOT USED]**

D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. **[NOT USED]**

E. The total not-to-exceed amount for any one Task Order shall not exceed $. **[NOT USED]**

APPENDIX TWO
DISPUTE RESOLUTION

1. Contractor's Questions and Concerns

Questions regarding the Terms and Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Contractor in writing within 30 days after receiving a written request from Contractor.

2. Dispute Resolution

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Contractor and its Subcontractors are expected to participate in all ADR efforts.

C. The cost of partnering training facilities and facilitator will be borne by Valley Water.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Valley Water and Contractor.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

D. Qualifications of a Mediator

1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

1) The mediator will set the time of each mediation session.

2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.

2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.

4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

1) Mediation sessions are private.

2) The Parties and their representatives may attend mediation sessions.

3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

1) The mediator will not divulge any confidential information disclosed by the Parties or by witnesses in the course of the mediation.

2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;

b. Statements made by the other Party in the course of the mediation proceedings;

c. Proposals made or views expressed by the mediator; and

d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

1) By the execution of a Settlement Agreement by the Parties;

2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

5. Compensation for Participation in Mediation

Neither Contractor nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Contractor and Valley Water arising out of this Agreement.

APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Contractor Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("Valley Water") and _____ ("Contractor"), dated _____.

Valley Water: _____

Contractor: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No._____, as set forth in the Standard Contractor Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Contractor is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Contractor 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 Contractor 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 Contractor to complete the Services, including estimated number of hours required to perform the Services assigned to each Contractor classification;

   C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;

   D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and

   E. Project schedule for completing the Scope of Services.

3. Contractor shall be compensated at fees established in Schedule [A-GEN], Attachment One, Fees and Payments, of the Agreement. Contractor 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 June 30, 2027.

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 Contractor previously provided the appropriate permits to Valley Water.

6. Contractor 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 CONTRACTOR FIRM [PRINT NAME] [PRINT TITLE]	DATE
Signature:	_____	_____
	SANTA CLARA VALLEY WATER DISTRICT [PRINT NAME] [PRINT TITLE]	DATE

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STANDARD CONTRACTOR 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. Santa Clara Valley Water District ("District" or "Valley Water") will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please refer to the checklist of documents required at the end of this document.

Without limiting the Contractor's indemnification of, or liability to, Valley Water, 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.

The 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, the Contractor must furnish Valley Water with copies of all original endorsements that affect coverage required by this document. The certificates and endorsements must be signed by a person authorized by the 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 Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements that affect the coverage required by this 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.

1. **Certificates of Insurance**

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

   The Contractor 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.

   The certificates will:

   A. Identify the underwriters, the types of insurance, the insurance limits, the deductibles, and the policy term.

   B. Include copies of all the actual policy endorsements required herein; and

   C. In the "Certificate Holder" box include:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Contract No. C0XXX

IMPORTANT: The Contract Number must be included.

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

      1. Certificate Holder shall be named as Additional Insured, and any other policy

endorsement required in the contract, for example, Waiver of Subrogation and Primary and Non-Contributory, shall be stated.

2. Valley Water agreement or project number shall appear.
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed.

If Contractor receives any notice that any of the insurance policies required by this document may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer shall immediately provide written notice to the Valley Water Risk Manager that such insurance policy required by this document is canceled or coverage is reduced.

2. **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.

3. **Renewal of Insurance**

The Contractor will provide Valley Water with a current Certificate of Insurance and endorsements thirty (30) business days prior to the expiration of insurance.

The Contractor shall instruct its insurance broker/agent to:

A. Submit all renewals of insurance certificates and required notices electronically in PDF format.

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

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Contract No. C0XXX

IMPORTANT: The Contract Number must be included.

4. **Required Coverages**

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement, or for such other time as required herein, the following minimum insurance coverage(s).

A. **Commercial General/Business Liability Insurance** which shall be written on an occurrence basis, with coverage as indicated:

$2,000,000 per occurrence / **$2,000,000** aggregate limits for bodily injury, personal and advertising injury, and property damage.

General Liability insurance must include without limitation:

1. Be written on standard ISO forms or inspected and approved by the Risk Manager.
2. Include coverage at least as broad as found in standard ISO form CG 00 01.
3. Contractual Liability expressly including liability assumed under this contract.

4. Severability of Interest provision.
5. Products-Completed Operations coverage.
6. Broad Form Property Damage liability
7. Include Premise and Operations
8. An endorsement covering damage to property in the care, custody, or control of the Contractor.

B. **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.

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.

C. **Professional/Errors and Omissions Liability Insurance** with coverage that shall include, without limitation:

$1,000,000 per claim/ **$2,000,000** aggregate

This insurance requirement applies when the Contractor is providing project management, design-build, engineer, architect or other types of professional services to the Valley Water.

Professional/Errors and Omission Liability appropriate to the Contractor's profession, and the policy shall include:

1. Covers claims related to errors, omissions, or negligence in the delivery of professional services.
2. Includes defense costs, settlements and judgements arising from covered claims.
3. Coverage may be written on a claims-made form. If coverage is on a claims-made basis, the coverage must be maintained for at least 5 years after all Services under this Agreement are complete.
4. To the fullest extent permitted by law, contractual liability coverage for liability assumed under contract, for the indemnity obligations forth in this Agreement.
5. The policy must have a retroactive date which is the same as or predates the
    i. execution of this Agreement.

D. **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** each accident; **$1,000,000** policy limit bodily injury by disease; **$1,000,000** each employee bodily injury by disease.

E. **Cyber Liability Insurance [Not Used]**

5. **General Requirements**

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

A. **Additional Insured Endorsement(s):** Contractor must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) Pollution Liability, and Business Automobile liability coverage naming **Valley Water, its Directors, officers, employees, and agents, individually and collectively,** as additional insureds, and must provide coverage for acts, omissions, and negligence 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 Contractor will be notified of such requirement(s) by Valley Water. This section does not apply to the Workers' Compensation, Cyber Liability, and Professional Liability policies.

NOTE: Additional insurance on the Certificate of Insurance is **NOT** acceptable without separate endorsement such as Form CG 20 10, CG 20 33, CG 20 37, CG 20 38, and applicable endorsements for Waivers of Subrogation (CG 24 04) and Primary & Non-contributory (CG 20 01). Editions dated 07/04 are not acceptable.

B. **Primacy Clause:** Except for Workers' Compensation and Professional Liability, Contractor will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance policy) 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 or Professional Liability policies.

C. **Cancellation Clause**: Contractor or its insurer shall provide at least thirty (30) days prior written notice to Valley Water of cancellation of any insurance required under this Agreement.

D. **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- VII, 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.

E. **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 Contractor shall provide evidence satisfactory to Valley Water of its financial ability to satisfy the SIR. 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.

F. **Subcontractors:** The Contractor shall secure, maintain or shall 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.

G. **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.

H. **Coverage to be Occurrence Based:** Except for Professional Liability and Pollution Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

I. **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, and Pollution Liability policy described in **Article 4. 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 policy) that subrogation has been waived by its insurer.

J. **Severability of Interest:** Except for Workers' Compensation and Professional Liability, a severability of interest must apply to all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

K. **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.

STANDARD CONTRACTOR AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits **($2,000,000/$2,000,000)**	
	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 ($ enter amount $)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits **(Statutory)** Employers' Liability **($1,000,000)**	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Professional Liability:	A.	Limits **($1,000,000/$2,000,000)**	
	B.	Cancellation Endorsement	

~~**Cyber Liability:**~~	~~A.~~	~~Limits **($1,000,000/$2,000,000)**~~	
	~~B.~~	~~Cancellation Endorsement~~	

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SCHEDULE A-GEN
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 Project Manager (VWPM).

Medi Sinaki, P.E. (VWPM)
Senior Engineer
Recycled and Purified Water Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 515-3720
Email: msinaki@valleywater.org

Hossein Ashktorab
Unit Manager
Recycled and Purified Water Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 513-4482
Email: hashktorab@valleywater.org

Kirsten Struve
Assistant Officer
Water Supply Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 613-0566
Email: kstruve@valleywater.org

B. Contractor's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to Contractor's Project Manager.

Kevin M. Hardy
Executive Director
18700 Ward Street
Fountain Valley, Ca 92708

Phone: (760) 801.9111
Email: khardy@nwri-usa.org

All Valley Water questions pertaining to this Agreement shall be referred to Contractor's Project Manager. All correspondence to Contractor shall be addressed to the address set forth above.

C. Contractor's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to Contractor's Principal Officer.

Kevin M. Hardy (Contractor Principal Officer)
Executive Director
18700 Ward Street
Fountain Valley, Ca 92708

Phone: (714) 378-3278 (o) (760) 801.9111 (m)
Email: khardy@nwri-usa.org
cc's: jabshire@nwri-usa.org; treasurer@nwri-usa.org

2. Scope of Services

A. This Schedule A-GEN, Scope of Services describes the professional services to be performed by Contractor for Valley Water (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Contractor for additional services.

3. Project Objectives

A. The California Validation (CalVal) Project is a statewide initiative that focuses on developing uniform guidance documents to support the permitting of Direct Potable Reuse (DPR) and Indirect Potable Reuse (IPR) projects across California. These documents aim to standardize treatment performance, monitoring, and regulatory processes, helping to reduce uncertainty, project delays, and costs.

The objective of this engagement (the "Project" as used herein) is for Contractor to expedite those CalVal guidance efforts that will more quickly advance direct potable reuse projects, such as Valley Water's proposed Pure Water Silicon Valley direct potable reuse project, providing Valley Water expedited technical guidance, validation and/or regulatory testing and compliance documentation, facilitating compliance with the State Water Resources Control Board's Division of Drinking Water (DDW) regulations and directives.

B. Contractor will lead and coordinate the CalVal project leveraging its technical expertise, established leadership role, and exclusive relationships with state regulators and potable reuse stakeholders.

C. Contractor will complete CalVal activities without compromising project integrity, schedule or regulatory compliance.

D. Contractor will maintain, direct, ongoing collaboration working relationships with the State Water Resources Control Board's Division of Drinking Water (DDW) personnel, California utilities, and leading potable reuse experts essential for achieving statewide regulatory alignment.

E. Contractor may complete tasks through a subcontractor where appropriate. Where Contractor works through a subcontractor, Contractor will handle all aspects of procuring those subcontractor services.

4. Project Background

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. 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 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. The National Water Research Institute (NWRI) is Joint Powers Authority and a 501(c)(3) non-profit organization founded in 1991. NWRI partners with water utilities, regulators, and scientists to develop sustainable drinking water sources, advocate for improved water infrastructure, and promote public health through science-based practices. NWRI is a trusted entity recognized by state regulators, including the State Water Resources Control Board (State Board) and legislators. They have been designated in California's DPR regulations as a resource for assisting regulators in reviewing data and studies for DPR project permitting. In addition, NWRI has convened independent expert advisory panels to review California's proposed DPR criteria on behalf of the DDW.

C. NWRI is currently leading the California Validation (CalVal) Initiative, which develops uniform guidance documents to support the permitting of DPR and indirect potable reuse (IPR) projects across California. Through CalVal, NWRI defines consistent operational controls, monitoring triggers, maintenance procedures, and treatment performance indicators to ensure the safety and reliability of potable reuse systems statewide.

D. To fulfill the Valley Water Board's directive of delivering 24,000 acre-feet per year of potable reuse water by 2035, the Recycled and Purified Water Unit proposes entering into an agreement with NWRI to support the CalVal program. CalVal is essential for advancing regulatory acceptance and operational readiness for DPR in California, and its success is directly tied to the timely implementation of the Pure Water Silicon Valley (PWSV) DPR project—an essential component and cornerstone of Valley Water's long-term infrastructure strategy. Partnering with NWRI provides access to the specialized expertise, regulatory alignment, and technical validation required to meet Valley Water's critical water supply goals.

5. Assumptions and Requirements

A. General Assumptions and Requirements

1) **Manage Scope of services.** Contractor 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**. Contractor shall submit deliverables in electronic format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. 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 Contractor 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 Contractor. The comments provided by Valley Water staff during the workshops will be documented by Contractor 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, Contractor will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide Contractor with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.

5) **Contractor Responsibility**. Contractor, 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.

6) **Document Control.** Contractor 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.

7) **File Exchange Service.** Contractor 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 Contractor. 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. Contractor 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.

6. Scope of Services Tasks

Task 1 - Project Management

1.1 The purpose of this task is for Contractor to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule A-GEN, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule A-GEN, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Contractor meet Valley Water and Project requirements.

1.2 **Kickoff Meeting**. Contractor will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Contractor 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.

1.3 **Project Design Work Plan**. Contractor will prepare a Project Design Work Plan in accordance with this Scope of Services.

1.4 **Progress Meeting and Workshops**. Valley Water and Contractor key staff and subcontractors, as determined necessary and appropriate by Contractor, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley 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 Contractor will prepare the meeting agenda and notes and submit them for review by Valley Water.

1.5 **Weekly Participation in CalVal Team Planning Calls and Monthly One-on-One Meetings with Valley Water**. Contractor Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention. For the One-on-One meetings, the meeting schedule will be established by Valley Water, monthly and virtually, at Valley Water's discretion and as-needed.

1.6 **Coordination and Communication with External Agencies**. Contractor will assist the VWPM with coordination and communication with appropriate regulatory or other agencies such as but not limited to DDW, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Contractor's Project design activities as requested by Valley Water.

1.7 **Public Outreach**. If requested, Contractor will provide support and assistance with Valley Water's public outreach activities. Such assistance may include 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 other tasks as directed by the VWPM.

Task 1 - Deliverables

1. Meetings/conference calls and technical workshop attendance and notes; frequency of meetings and/or calls will be at Valley Water's discretion.

Task 2 – Ultraviolet Advanced Oxidation Process (UV/AOP) Research

Under this task, Contractor will manage the development of technology-specific research, guidance, and documentation for indirect potable reuse (IPR) unit processes, with a specific focus on the ultraviolet advanced oxidation process (UV/AOP). This work will be conducted as part of the CalVal Project administered by the National Water Research Institute (NWRI).

The objective of this task is to generate defensible technical information, data, and guidance relevant to the performance, validation, and regulatory acceptance of UV/AOP for potable reuse applications, and to document findings that support Valley Water's ongoing Direct Potable Reuse (DPR) planning, testing, and regulatory coordination efforts.

This task includes both research and technical evaluations to support technogical understandings of UV AOP as it is applied to IPR and Direct Potable Reuse (DPR) implementation. Key elements include:

- Development and execution of UV/AOP research activities,
- Evaluation of treatment performance under representative operating conditions, and
- Preparation of a comprehensive Technical Memorandum summarizing results and implications for DPR applications.

Overall, the effort is intended to generate actionable data and practical insights to inform IPR and DPR system design, optimization, and regulatory coordination.

Through its participation in CalVal activities administered by the Contractor, Valley Water shall receive access to applicable technical information, data, and expertise generated under the CalVal Project related to UV/AOP, including but not limited to:

- Participation in and access to expert teams, technical panels, and subject matter specialists engaged in UV/AOP research and potable reuse applications;
- Draft and final UV/AOP validation frameworks, protocols, and research methodologies developed under the CalVal Project;
- UV/AOP-related experimental, operational, and analytical test data generated as part of the research effort;
- Interim technical summaries, presentations, and final technical reports documenting UV/AOP research findings and conclusions.

Such information may be used by Valley Water solely to support its Direct Potable Reuse (DPR) planning, testing, validation, design, and regulatory coordination activities, subject to the data use, confidentiality, and attribution provisions of this Agreement.

2.1 UV/AOP Research Test Plan Development

The Contractor shall direct the CalVal Project Team to prepare a detailed UV/AOP research test plan for implementation at the designated and selected test location. The test plan shall define the scope, objectives, and technical approach for evaluating UV/AOP performance under conditions relevant to potable reuse applications. At a minimum, the UV/AOP research test plan shall include:

- Research objectives and key questions to be addressed, including relevance to DPR treatment performance and validation;
- Description of the UV/AOP system configuration, operating conditions, and control parameters to be evaluated (e.g., UV dose, oxidant type and dose, hydraulic conditions);
- Experimental design, including test phases, duration, and replication;
- Target constituents and surrogates to be evaluated (e.g., regulated and unregulated constituents, pathogens, indicators, and performance surrogates);
- Sampling locations, sampling frequency, and analytical methods;

- Schedule and milestones for implementation and reporting.

The draft test plan shall be provided to Valley Water for review and comment prior to finalization and implementation.

Task 2 - Deliverables

Deliverables under this task shall include, at a minimum, the following:

1. **Draft UV/AOP Research Test Plan**
   A detailed draft research test plan describing the proposed UV/AOP experiments, sampling program, analytical methods, QA/QC procedures, and implementation schedule, provided to Valley Water for review and comment.

2. **Final UV/AOP Research Test Plan**.
   A final test plan incorporating Valley Water comments and ready for implementation at the selected test location.

3. **Interim Technical Updates (as applicable)**.
   Periodic summaries, brief memoranda, or presentations providing updates on test implementation, preliminary observations, and emerging issues relevant to UV/AOP performance and validation.

4. **UV/AOP Research Technical Memorandum**
   A comprehensive Technical Memorandum documenting the UV/AOP research activities and findings.

5. **Supporting Technical Data and Documentation**
   Access to supporting datasets, figures, tables, and related technical documentation generated under the CalVal Project relevant to UV/AOP research, subject to the Agreement's data use provisions.

Task 3 – Research Administration for UV/AOP Research

Under this task, the Contractor shall direct the CalVal Project Team to conduct coordinated research and provide technical and administrative support related to ultraviolet advanced oxidation process (UV/AOP) systems to support development of the UV/AOP guidance module for potable reuse applications. Research activities will be conducted at up to three (3) selected full-scale UV/AOP facilities operating under representative potable reuse conditions.

The purpose of this task is to generate comparable, high-quality technical information across multiple facilities, ensure effective coordination and communication among participating entities, and provide Valley Water with timely insight into research progress, costs, and outcomes relevant to DPR planning and regulatory engagement.

3.1 UV/AOP Research Implementation and Coordination

Contractor will coordinate the planning, coordination, and implementation of fundamental UV/AOP research activities at three full-scale sites. Activities may include coordination with facility owners and operators, execution of approved research test plans, oversight

of sampling and analytical efforts, and management of data collection and quality control.

3.2 Technical and Administrative Support Provide technical and administrative support necessary to manage UV/AOP research activities, schedules, logistics, and stakeholder/Valley Water coordination.

3.3 Communications and Meetings

Provide advance notification (minimum 15 days) of meetings, workshops, webinars, and training events; and conduct status review meetings with Valley Water, as needed.

3.4 Progress Reports and Cost Tracking as needed

Track UV/AOP research costs and provide cost summaries and brief progress reports to Valley Water, as requested.

Task 3 – Deliverables

Deliverables under this task shall include, at a minimum, the following:

1. **Coordinated UV/AOP Research Activities**
   Implementation and administration of UV/AOP research at up to three full-scale sites.

2. **Meeting and Event Notifications**
   Written notification of relevant meetings, workshops, webinars, and training events at least fifteen (15) days in advance.

3. **Status Updates**
   Brief summaries from status review meetings or written progress updates, as requested.

4. **Cost Summaries**
   High-level summaries of total UV/AOP research costs, provided upon request.

Task 4 – UV/AOP Research Finding Technical Memorandum

Under this task, the Contractor shall consolidate and analyze findings from the UV/AOP research conducted at up to three full-scale facilities to inform the development of the UV/AOP guidance module for potable reuse applications. The Technical Memorandum will summarize research methods, results, and implications for treatment performance, validation, and regulatory considerations.

This task is intended to provide Valley Water with a defensible, high-quality technical resource that can support Direct Potable Reuse (DPR) planning, testing, and regulatory coordination.

The Technical Memorandum will include, at a minimum:

Description of Research Activities – Summary of experiments, site conditions, UV/AOP system configurations, operating parameters, and sampling and analytical methods employed at each test site.

Data Summary and Analysis – Presentation and analysis of collected data, including treatment performance metrics, pathogen and contaminant removal, and process operational observations.

Comparative Evaluation – Cross-site comparisons to identify trends, performance variability, and factors influencing UV/AOP effectiveness.

Implications for DPR – Discussion of findings in the context of DPR treatment validation, guidance development, and regulatory compliance.

Supporting Documentation – Tables, figures, and datasets necessary to interpret the findings and support technical conclusions.

Task 4 - Deliverables

1. **Draft UV/AOP Research Findings Technical Memorandum**
   Submitted to Valley Water for review and comment.

2. **Final UV/AOP Research Findings Technical Memorandum**
   Incorporating Valley Water feedback and ready to support DPR planning, guidance module development, and regulatory coordination efforts.

Task 5 – CalVal Project Management Guidance Module Developme

Contractor shall manage and coordinate CalVal research and guidance development activities, including monthly coordination meetings. Valley Water shall participate as a contributing agency, providing input to ensure relevance to its DPR planning and regulatory coordination

Membrane Filtration (MF) Guidance Module

Using Phase 1 findings and Phase 2 workshops, Contractor shall develop the MF guidance module and prepare MF technical review materials, coordinate expert and Division of Drinking Water (DDW) workshops, draft the guidance module, and incorporate regulatory feedback. Valley Water shall have access to materials and opportunities to review and comment.

Reverse Osmosis (RO) Guidance Module

Contractor shall develop the RO guidance module based on Phase 1 findings and expert and DDW workshops. Activities include preparation of technical review materials, coordination of workshops, drafting and finalizing the guidance module, and peer review. Valley Water shall participate as appropriate and may provide technical input.

5.3 Ultraviolet Advanced Oxidation Process (UV/AOP) Guidance Module

Contractor shall develop the UV/AOP guidance module using Phase 1 findings, targeted research, and expert and DDW workshops. Activities include preparation of review materials, synthesis of research findings, drafting and finalizing the guidance module, and peer review. Valley Water participation will help ensure applicability to DPR implementation and validation.

Contractor shall prepare a project summary documenting accomplishments, costs, and key outcomes, including benefits to participating agencies such as Valley Water.

Draft Guidance Modules (MF, RO, UV/AOP)

A Technical review memoranda and supporting materials and summaries (expert panel and DDW engagement) and Draft guidance modules for MF, RO, and UV/AOP.

Final Guidance Modules (MF, RO, UV/AOP)

Finalized modules incoroporating stakeholder, peer review, and DDW feedback and documentation of comment resolution and key regulatory considerations.

Task 6 - Supplemental Services

Valley Water may require, and the Contractor will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Contractor must receive an approved Task Order issued by Valley Water and executed by both Parties. Refer to the Standard Contractor Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

6.1 **Additional Services**. Contractor will provide additional quantities of previously identified services as requested by Valley Water. Contractor will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 5 as Task 6 Supplemental Services, to include but not be limited to:

6.1.1 Additional meetings;

6.1.2 Additional time allotted for meetings;

6.1.3 Additional status/progress reports;

6.1.4 Additional phone conference calls;

6.1.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and

6.1.6 Additional public outreach visual materials.

7. Attachments

The following Schedule A-GEN, Scope of Services 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 - Contractor's Key Staff and Subcontractors
Attachment Four - Reference Materials

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SCHEDULE A-GEN
ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **$500,000** (Not-to-Exceed or NTE). Under no conditions will the total compensation to Contractor exceed NTE Fee payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors or designee.

2. Cost Breakdown

The NTE compensation of this Agreement consists of the following task fee breakdown. No Services will be performed or fees paid by Valley Water to Contractor for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

Amount	Description	Schedule / Timeline
$200,000	Draft and final UV/AOP research test plans, along with periodic interim technical updates summarizing implementation progress, preliminary findings, and key observations. The work will also produce a comprehensive UV/AOP Technical Memorandum documenting research results, supported by access to underlying datasets, analyses, and technical documentation generated through the CalVal Project.	July - August 2026
$150,000	Completion of coordinated UV/AOP research activities including implementation and administration at up to three full-scale sites, along with advance notification of relevant meetings, workshops, and training events. The effort will also provide status updates and high-level cost summaries upon request.	September - October 2026
$150,000	Draft guidance modules for MF, RO, and UV/AOP will be developed along with supporting technical memoranda, workshop materials, and summaries of expert and DDW engagement, in parallel with a draft UV/AOP Research Findings Technical Memorandum submitted for Valley Water review and comment. Final deliverables will incorporate stakeholder and peer review feedback—including documentation of comment resolution and key regulatory considerations—and include a finalized UV/AOP Technical Memorandum to support DPR planning, guidance development, and regulatory coordination.	December 2026

*Payment – shall be made upon completion and acceptance of agreed-upon milestones. . Valley Water will pay all undisputed invoices within thirty (30) calendar days of receipt.

3. Terms and Conditions

A. Payments for Services performed, as described in this attached Schedule, which applies to the specific Services, will be based on the following terms:

1. Valley Water will pay for Services provided by Contractor according to the Cost Breakdown

B. **Reimbursable Expenses – [NOT USED]**

C. **Prevailing Wage Requirements – [NOT USED]**

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SCHEDULE A-GEN
ATTACHMENT TWO
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 will expire 2 years after the Effective Date unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties.

3. Valley Water and Contractor may agree to modify the schedule specified for Contractor's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Ultraviolet Advanced Oxidation Process (UV/AOP) Research	Duration of Agreement
3	Research Administration and UV AOP Research	Duration of Agreement
4	UV AOP Research Finding Tech Memo	Duration of Agreement
5	Supplemental Services	Duration of Agreement

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SCHEDULE A-GEN
ATTACHMENT THREE
CONTRACTOR'S KEY STAFF AND SUBCONTRACTORS

1. Contractor's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Kevin Hardy	Executive Director	Research project management	khardy@nwri-usa.org
Mary Collins	Project Editor	Editing and publication of deliverables	mcollins@nwri-usa.org
Julie Abshire	Project Contoller	Accounting and invoicing	jabshire@nwri-usa.org

2. The following SubContractors and Subcontractors are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information
Carollo Engineers	Principal Investigator	Andrew Salveson asalveson@carollo.com
Trussell Technology	Principal Investigator	Tim Dinh timd@trusselltech.com

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SCHEDULE A-GEN
ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)

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File No.: 26-0539

Agenda Date: 6/23/2026
Item No.: 8.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve and execute Amendment No. 2 to Agreement No. A4932A with Stillwater Sciences, for Regulatory Permitting Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, Increasing the Not-to-Exceed Fee by $1,251,113 for a Revised Total Not-to-Exceed Fee of $4,169,706. (Morgan Hill, District 1).

RECOMMENDATION:
Approve and execute Amendment No. 2 to Agreement No. A4932A with Stillwater Sciences, for regulatory permitting services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, increasing the not-to-exceed fee by $1,251,113 for a revised total not-to-exceed fee of $4,169,706.

SUMMARY:
The Anderson Dam Seismic Retrofit Project (ADSRP or Project) involves retrofitting and upgrading Anderson Dam and its associated facilities to meet public safety requirements by the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD). Specifically, the Project will correct dam safety deficiencies that were identified between 2008 and 2016. The Project will allow the Santa Clara Valley Water District (Valley Water) to maximize water supply and provide related benefits, while avoiding and minimizing environmental impacts. The Project also includes decommissioning the hydroelectric facility at the dam, implementing conservation measures along Coyote Creek to avoid and minimize adverse impacts, and conducting habitat and species monitoring during construction.

Agreement No. A4932A History

On October 10, 2023, the Board authorized the Chief Executive Officer to negotiate and execute a non-competitive single-source agreement with Stillwater Sciences, up to a not-to-exceed amount of $2,000,000, to provide creek restoration modeling and design support for Project conservation measures, federal Endangered Species Act Section 7 consultation for fisheries resources, biological monitoring of fisheries resources for FERC Order Compliance Project environmental compliance, and general environmental support services for fisheries resources topics, as needed.

On December 22, 2023, the Chief Executive Officer approved Consultant Agreement No. A4932A

between Valley Water and Stillwater Sciences for a not-to-exceed amount of $2,000,000 and agreement expiration of December 31, 2026.

On June 24, 2025, the Board approved Amendment No. 1 to the Agreement, increasing the not-to-exceed fee by $918,593 for a revised total not-to-exceed fee of $2,918,593, adding scope, and extending agreement expiration to December 31, 2028.

Amendment No. 2

Amendment No. 2 to Agreement No. A4932A will allow Stillwater Sciences to continue providing support for regulatory permitting and compliance for ADSRP, including biological monitoring, fisheries and water quality permitting and planning support, as well as engineering design support. The amendment will add scope and funds to support the continuation of biological monitoring, development of required permitting plans, continued support for the development of the Sediment Augmentation and Geomorphic Flows Plan, and development of the Phase 2 Coyote Percolation Dam Project monitoring and maintenance plan; increase the not-to-exceed (NTE) fee by $1,251,113 for a total NTE fee of $4,169,706; and incorporate administrative updates.

Amendment No. 2 to Agreement No. A4932A was discussed at the Capital Improvement Program (CIP) Board committee meeting held on May 18, 2026. The Committee members supported staff's recommendation to present this item for approval to the full Board.

The tasks and not-to-exceed additional fees are summarized below:

1. Additional project administration for coordination of ADSRP elements and increased meeting and meeting support. Consultant will continue extensive meeting schedules throughout ADSRP. (Task 1: $159,065).

2. Additional funds for Planning and Permitting Support for Supplemental Information for the Biological Opinion, Environmental Impact Report, and regulatory permitting documents (Task 2: $152,907)

3. Additional funds for Supplemental Services on an as-needed basis, which may include additional studies, designs, or modeling as necessary, or public outreach visual materials. (Task 6: $100,000)

4. Additional funds for continued biological monitoring support for the Anderson Dam Seismic Retrofit Project. The consultant would continue eDNA, sediment deposition, and suspended sediment monitoring efforts. (Task 8: $149,465)

5. Additional funds for the development of permit-required plans. The consultant will provide support for developing plans that address the requirements of the National Marine Fisheries Service (NMFS) Biological Opinion and Water Quality Certification. (Task 9: $104,979)

6. Additional funds for the Sediment Augmentation and Geomorphic Flows Revised Draft Plan. The Sediment Augmentation Program and Geomorphic Flows Plan are conservation

measures implemented as part of ADSRP. The consultant will revise the draft Sediment Augmentation and Geomorphic Flows Plan to incorporate agency comments. (Task 10: $98,658)

7. Additional funds for the Live Oak Monitoring and Maintenance Plan Implementation. The consultant will implement the Monitoring and Maintenance Plan for the Live Oak Restoration Reach Project. This Monitoring and Maintenance Plan would include surveys and monitoring. (Task 11: $242,294)

8. Additional funds to support the development of the Phase 2 Coyote Percolation Dam Project. The consultant will develop a maintenance and monitoring plan for the Phase 2 Coyote Percolation Dam facility. (Task 12: $243,745)

A summary of the task fees for the proposed Amendment No. 2 is presented in Table 1.

Table 1 – Summary of Tasks and Fees

Task	Description	Original NTE	Amendment No.1 (6/25/25) (+/-)	Amendment No. 2 (+/-)	Revised NTE Fees Total
1	Project Management	$183,268	$99,272	$159,065	$441,605
2	Planning and Permitting Support	$500,748	$44,173	$152,907	$697,828
3	Ogier Ponds Restoration Project Technical Support	$367,804	$0	$0	$367,804
4	Phase 2 Coyote Percolation Dam Design	$418,815	$626,471	$0	$1,045,286
5	Live Oak Restoration Reach Design Support and Field Support	$346,974	$0	$0	$346,974
6	Supplemental Services	$182,391	$0	$100,000	$282,391
7	FOCP Monitoring Support	$0	$148,677	$0	$148,677
8	Anderson Dam Seismic Retrofit Project Monitoring Support	-	-	$149,465	$149,465
9	Permit Required Plans	-	-	$104,979	$104,979
10	Sediment Augmentation and Geomorphic Flows Revised Draft Plan	-	-	$98,658	$98,658
11	Live Oak Monitoring and Maintenance Plan Implementation	-	-	$242,294	$242,294
12	Additional Phase 2 Coyote Percolation Dam Project Support	-	-	$243,745	$243,745
Total Not-to-Exceed Fees		$2,000,000	$918,593	$1,251,113	$4,169,706

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice and equity impacts associated with this action. This action is unlikely to or will not result in human health or environmental effects.

FINANCIAL IMPACT:
The Anderson Dam Seismic Retrofit Project, Project No. 91864005, is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. The Not-to-Exceed (NTE) fee for Amendment No. 2 to Agreement A4932A is

$1,251,113, resulting in a total NTE fee of $4,169,706.

There are adequate funds in the Project's FY 2025-26 Adopted Budget to encumber the anticipated expenditures for the Consultant's services performed during this fiscal year. Funds to cover Consultant services in subsequent fiscal years will be included in the biennial budget process and recommended by staff during the annual fiscal year budget process or through budget adjustments, if needed. Approval of Amendment No. 2 to Agreement A4932A will increase the total Project cost reflected in the CIP's FY 2027-31 Five-Year Plan. The increase to the total Project cost will be incorporated into the development of the Preliminary FY 2028-32 Five-Year Plan.

The Project may receive up to $54.1 million from the renewed Safe, Clean Water & Natural Flood Protection Program (Fund 26), with the remainder of the total project cost funded by the Water Utility Fund (Fund 61) with 80.50% of the costs allocated to North County Zone W-2, 7.80% to South County Zone W-5, and 11.70% to South County Zone W-7.

CEQA:
The recommended action does not constitute a project under the California Environmental Quality Act (CEQA) because it does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Amendment No. 2
Attachment 2: Amendment No. 1
Attachment 3: Original Agreement

UNCLASSIFIED MANAGER:
Ryan McCarter, 408-630-2983

Attachment A
Government Code §84308

Approve Amendment No. 2 to Agreement No. A4932A, with Stillwater Sciences, to provide Regulatory Permitting Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, PB File No. VW0352, for a Revised Total Not-to-Exceed of $4,169,706. (Morgan Hill, District 1).

List of Parties and Their Agents/Representatives Known to Staff

Organization Name	**Name**	**Role**	**Location**
Stillwater Sciences	Katherine Ayres	Project Manager	279 Cousteau Place #400 Davis, CA 95618

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

Organization Name	**Name**	**Role**	**Location**
GEI Inc.	Krishna Amirineni	Structural Engineering	11010 White Rock Road, Suite 200 Rancho Cordova, CA 95670

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AMENDMENT NO. 2 TO AGREEMENT A4932A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND STILLWATER SCIENCES

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 Consultant Agreement A4932A (Agreement) dated November 9, 2023, as amended by Amendment No. 1 dated June 24, 2025, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and STILLWATER SCIENCES, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently providing professional regulatory permitting services for Valley Water's Anderson Dam Seismic Retrofit Project (ADSRP or Project);

WHEREAS, Valley Water is proceeding with the development of the Phase 2 Coyote Percolation Dam Conservation Measure, and continuing the Federal Energy Regulatory Commission (FERC) Order Compliance Project (FOCP) monitoring efforts associated with Anderson Dam; and

WHEREAS, the Parties desire to amend the Agreement to increase the total not-to-exceed Fee to provide for additional compensation related to the additional services; modify the Project Schedule for the Consultant's performance in consideration of the added scope; 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, Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedule(s) and Attachments, is amended to state as follows:

   "23. Schedule(s) and Attachments

   Schedule EP, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

   Revised Attachment One - Fees and Payments (REVISED)
   Revised Attachment Two - Schedule of Completion (REVISED)
   Attachment Three - Consultant's Key Staff and Subconsultants (UNCHANGED)
   Revised Attachment Four - Reference Materials" (REVISED)

2. Schedule EP, Scope of Services, is amended as set forth in Revised Schedule EP, Scope of Services, attached hereto and incorporated herein by this reference.

3. Schedule EP, Attachment One, Fees and Payments, is amended as set forth in Revised Schedule EP, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.

4. Schedule EP, Attachment Two, Schedule of Completion, is amended as set forth in Revised Schedule EP, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.

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5. Schedule EP, Attachment Four, Reference Materials, is amended as set forth in Revised Schedule EP, Revised Attachment Four, Reference Materials, attached hereto and incorporated herein by this reference.

6. All other terms and conditions of the Agreement A4932A, and 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 A4932A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: June 23, 2026

ATTEST: Candice Kwok-Smith
Clerk, Board of Directors

_____

STILLWATER SCIENCES
Consultant

By: Signed by: Sapna Khadwala D9BF393E46DF466...
Sapna Khandwala
President/CEO

Date: 6/9/2026

Firm's Address:
2855 Telegraph Ave., Suite 400
Berkeley, CA 94705

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AMENDMENT NO. 2 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES

1. Representatives (REVISED)

A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water shall be addressed to Valley Water Project Manager (VWPM).

Tiffany Chao (VWPM)
Senior Water Resources Specialist
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3107
Cell: (626) 679-2753
Email: tchao@valleywater.org

Wendy Murphy
Environmental Services Manager
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2478
Cell: (831) 239-7910
Email: wendymurphy@valleywater.org

Ryan McCarter
Deputy Operating Officer
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2983
Email: rmccarter@valleywater.org

B. The Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Katherine Ayres
Senior Director Stillwater Sciences
279 Cousteau Place #400
Davis, CA 95618

Phone: (206) 817-7112
Email: KAyres@stillwatersci.com

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C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Ethan Bell
Vice President; Senior Fisheries Biologist
Stillwater Sciences
895 Napa Ave, Suite B-3
Morro Bay, CA 93442

Phone: (805) 570-7499 ext. 501
Email: ethan@stillwatersci.com

2. Scope of Services (UNCHANGED)

A. This Schedule EP, Scope of Services describes the professional regulatory permitting services to be performed by Consultant for Valley Water's Anderson Dam Seismic Retrofit Project (ADSRP or Project). Upon successful completion of the ADSRP regulatory permitting services, Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant to provide construction phase support services. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives (UNCHANGED)

A. The objectives of the Project, consistent with Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD) dam safety requirements, are to:

1) Seismically retrofit and maintain the dam so that Valley Water may continue to operate it at capacity. This objective would be achieved by:

a. Replacing the existing dam to withstand the maximum credible earthquake (MCE) on the Calaveras and Coyote Creek Range Front Faults;

b. Replacing the existing spillway to meet FERC and DSOD safety requirements related to the safe passage of a probable maximum flood (PMF); and

c. Replacing the outlet works to meet current DSOD outlet works requirements and accommodate fault offset.

2) Improve cost efficiency of dam operations by decommissioning the hydroelectric facility.

3) Avoid and minimize environmental effects of construction and operations.

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4. Project Background (UNCHANGED)

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. 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 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. Anderson Dam and Reservoir is a major water supply facility located adjacent to the City of Morgan Hill, California, about 18 miles southeast of San Jose. Anderson Reservoir is the largest of the ten reservoirs owned and operated by Valley Water and provides a greater water storage capacity than the other nine reservoirs combined. It is thus a critical facility to Valley Water and to the communities it serves. The dam was completed in 1950 as a zoned, rockfill embankment. It has a maximum height of approximately 240 feet and impounds up to 90,373 acre-feet (AF) of water at its maximum reservoir operating elevation.

C. Anderson Dam and Reservoir is subject to dam safety regulation by the DSOD and FERC as FERC Project 5737. Anderson Dam is classified under FERC guidelines as a "High Hazard Potential" dam due to the potential incremental loss of life should failure occur. Between 2008 and 2012, several dam safety deficiencies associated with seismic shaking, fault offset, flood capacity, and emergency drawdown capabilities were identified. The presence of liquefiable materials in the embankment and foundation of the dam could result in major slumping and failure of the embankment following a future large earthquake and the presence of active faults in the foundation that could rupture the existing low-level outlet. The spillway has inadequate capacity to safely pass large floods and the outlet does not have sufficient capacity to quickly draw down the reservoir during floods or other emergency events.

D. The purpose of the ADSRP is to seismically retrofit, maintain, and operate Anderson Dam and Reservoir to meet FERC and DSOD safety requirements, thereby allowing Valley Water to maximize water supply and related incidental benefits, while avoiding and minimizing environmental impacts of the implementation of those safety directives and requirements. The ADSRP will require an extensive environmental compliance process, including evaluation under California Environmental Quality Act (CEQA) and regulatory permits.

E. As part of the ADSRP, the project consists of conservation measure components including the Ogier Ponds Conservation Measure, Maintenance Activities, at the Live Oak Restoration Reach, Phase 2 Coyote Percolation Dam Conservation Measure, and the Sediment Augmentation Project. One of the conservation measures is the Phase 2 Coyote Percolation Dam Conservation Measure. The first phase of the improvements at Coyote Percolation Dam was completed under FOCP, known as the Phase 1 Coyote

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Percolation Dam Replacement Project. The Phase 1 Coyote Percolation Dam Replacement Project consisted of replacing the existing flashboard dam with a motorized bladder dam. The second phase, is known as the Phase 2 Coyote Percolation Dam Conservation Measure. The Phase 2 Coyote Percolation Dam Conservation Measure includes constructing a fish lane designed to provide passage over the newly installed bladder dam. This will require support from the Consultant to develop the Phase 2 Coyote Percolation Dam Conservation Measure features such as the radial gates and channel tie-in.

F. On October 21, 2024, FERC issued the Notice of Intent to prepare an Environmental Impact Statement and the environmental review schedule for ADSRP. The environmental schedule resulted in adjusting Valley Water's anticipated start date for ADSRP construction from April 2026 to January 2027. Additionally, the project team encountered unforeseen site conditions that resulted in additional regulatory reviews that had extended the FOCP. ADSRP will require additional regulatory services to ensure Valley Water remains in compliance with the regulatory requirements and continues to meet the necessary steps to start of ADSRP in January 2027.

5. Project Delivery Approach (UNCHANGED)

Valley Water plans to deliver the ADSRP by utilizing the retained independent, separate consulting firms as described below:

A. Project Management Consultant (PMC Team) led by Black & Veatch Corporation has been retained to assist with managing and overseeing the delivery of the ADSRP Project at the direction of Valley Water.

B. Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc. (HDR), was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities; defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors (Board).

   HDR Engineering, Inc.'s consultant agreement with the District was amended to reduce its scope, which has now been completed, consistent with HDR's completed Project role. The District's Consultant Agreement with HDR expired on April 30, 2021.

C. Design Consultant (Design Team), led by URS Corporation, DBA URS Corporation Americas, was retained to perform design services in compliance with Valley Water, DSOD, and FERC requirements in support of the Project, including developing the Project design, preparing construction documents, and providing engineering support for the bid process and during the construction phases of the Project.

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D. Environmental Consultant (EC or Environmental Team) led by Horizon Water and Environment, LLC (Horizon) prepared initial drafts of the Draft EIR. On November 1, 2021, Horizon was acquired by Montrose Environmental Group, Inc., and has continued to operate as a separate legal entity and wholly owned subsidiary of Montrose Environmental Group, Inc. since that date.

   On September 21, 2023, an amendment to the agreement was executed with Horizon to significantly reduce the environmental planning and regulatory permitting scope of services to be performed after release of the Draft Environmental Impact Report (EIR) for public review.

E. A second Environmental Consultant (EC or Environmental Team) led by Rincon Consultants, Inc. (Rincon) was retained on July 13, 2023 to provide additional resources for technical editing, quality assurance, quality control, finalization of select sections, and document production of the initial Draft EIR sections prepared by Horizon. An amendment to the agreement directed Rincon to assist with the initial preparation of response to comments on the Draft Environmental Impact Report (EIR), and provide technical modeling support of select EIR sections. EC will also provide draft EIR materials related to air quality, greenhouse gas, and noise impact analyses. The District's Consultant Agreement with Rincon expires on December 31, 2025. A separate Agreement was executed with Rincon Consultants, Inc. (Rincon) effective April 23, 2024, to provide environmental planning and permitting services to produce the Final EIR, complete the CEQA process, support possible environmental documentation required under the National Environmental Policy Act, and perform environmental planning tasks that may arise for other Project environmental approvals.

F. Construction Management Consultant (CM or Construction Manager), led by COWI North America, Inc., was retained to oversee the Anderson Dam Tunnel Project (ADTP) construction contract and coordinate with the Design Consultant during construction in conformance with the Design Consultant's engineering plans and specifications, stamped and signed by a registered engineer; DSOD and FERC's construction inspection and monitoring requirements; the Valley Water-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and ADTP Project close-out in accordance with Valley Water requirements.

G. An additional Environmental Consultant (EC or Environmental Team), Stillwater Sciences (Stillwater) has been retained to provide regulatory permitting services, creek restoration modeling and design support for Project conservation measures, federal Endangered Species Act Section 7 consultation for fisheries resources, biological monitoring of fisheries resources for FERC Order Compliance Project environmental compliance, and general environmental support services for fisheries resources topics, as needed.

H. Another Environmental Consultant (EC or Environmental Team), H.T. Harvey and Associates (HT) has been retained to provide state and federal regulatory agency permit application development and processing, Santa Clara Valley Habitat Plan compliance documentation, terrestrial habitat restoration design support, biological monitoring of terrestrial natural resources for FERC Order Compliance Project environmental

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compliance, and general environmental support services for terrestrial natural resources topics, as needed.

6. Assumptions and Requirements (UNCHANGED)

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 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, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation, and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

   a. Valley Water Standardization Requirements

      (1) 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 and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

      (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

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 the Consultant. The comments provided by Valley Water

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staff during the workshops will be documented by the Consultant as meeting notes 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, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

5) **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.

6) **Document Control**. Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Controls Program).

7) **File Exchange Service**.

   a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program), accessible to all parties as designated by Valley Water, to facilitate communications.

   b. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) to address any firewall issues and/or permissions required to allow for these communications.

B. **Project-Specific Assumptions and Requirements (UNCHANGED)**

None

7. Scope of Services Tasks (REVISED)

Task 1 - Project Management (REVISED)

1.1 The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule EP, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule EP, Attachment Two, Schedule of Completion, while ensuring that all services, meetings, and deliverables by the Consultant meet Valley Water and Project requirements.

This task includes additional meetings through December 31, 2028, including but not limited to Valley Water internal meetings, inter-agency meetings, coordination and communication tasks with appropriate regulatory or other agencies, as necessary,

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coordination calls and email correspondence with regulatory or other agencies, and participation in Multi-Agency Working Group (MAWG) meetings (including support in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the MAWG facilitator, and reviewing meeting notes), .Kick-off meetings for project components, and any other required meetings to coordinate the additional scope of work in this amendment.

1.2 This includes general project management activities and associated meetings including but not limited to Valley Water internal meetings, inter-agency meetings, coordination and communication tasks with appropriate regulatory or other agencies, as necessary, coordination calls and email correspondence with regulatory or other agencies, participation in Multi-Agency Working Group (MAWG) meetings (including support in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the MAWG facilitator, and reviewing meeting notes).

Task 1 - Deliverables

1. Monthly Status Reports
2. Attendance at Valley Water internal and agency meetings as directed by Valley Water
3. Meeting Agendas, Minutes, including review of comments, and Presentations
4. Email and phone calls with Valley Water staff and/or agency staff as directed by Valley Water
5. Agenda review and meeting notes, follow-up correspondence, and action items as directed by Valley Water
6. Monthly invoices and progress summaries
7. Project Schedule and Action Item tracking with project leads

Task 1 - Assumptions

1. Six in-person meetings at Valley Water headquarters and any additional ones are assumed to be virtual.

2. Ten hours per month of participation by the Principal-in-Charge in meetings (includes attendance, prep and follow-up) in the first year, and 2.5 hours in Years 2 3, 4, 5, and 6.

3. Five hours per month for other project management staff attendance at meetings (including prep and follow-up) in the first year, and 1.25 hours in Years 2, 3, 4, 5, and 6.

Task 2 – Planning and Permitting Support (UNCHANGED)

2.1 Consultant will provide technical support for fisheries resources to Valley Water during planning, permitting, and compliance processes, including impact assessment, developing project designs and plans, and preparing additional documents required for permit applications.

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Task 2 – Deliverables

1. Biological Evaluation (BE) responses to comments related to aquatic resources (in the form of a comment response table)
2. Environmental Impact Report (EIR) Fisheries Resources responses to comments (in the form of a comment response table)
3. Final National Marine Fisheries Service (NMFS) Biological Evaluation
4. Final ADSRP EIR Fisheries Resources Impact Analysis
5. Final ADSRP EIR Fisheries Technical Appendix
6. Other permitting deliverables at Valley Water's discretion
7. Supplemental information for NMFS Biological Opinion (BO) as needed
8. Supplemental CEQA document(s) as needed – Fisheries Resources Impact Analysis, Alternatives, and Cumulative Impacts sections
9. Other permit plans at Valley Water's discretion within time and materials limitations including as-needed support for incorporation of restoration design information from the Live Oak Restoration Reach Project, Phase 2 Coyote Percolation Dam Conservation Measure, and the Ogier Ponds Restoration Design into permitting and planning documents.
10. Review fisheries-related sections of FERC's National Environmental Policy Act (NEPA) document
11. Review fisheries-related sections of EPA's NEPA document

Task 2 – Assumptions

1. Permitting and planning labor requested beyond the budget labor would require a budget amendment, particularly if the number of comments and technical complexity far exceeds the expectations (e.g., require in-depth quantitative analysis/modeling) of this scope and budget or the Proposed Action in the BE and/or the Project Description in the EIR are modified in a way that substantially changes the level of effects/impacts to fisheries resources.

2. Administrative record of references will include electronic references. For references that have a cost, the budget for these will be included in this task as expenses.

3. Consultant will develop documents, provide document reviews and revisions, and supplemental information up to the budgeted amount. Permitting and planning labor requested beyond the budgeted not-to-exceed amount will require a budget amendment.

4. Administrative record of references will include electronic references. For references that have a cost, the budget for these will be included in this task as expenses.

Task 3 – Ogier Ponds Restoration Project Technical Support (UNCHANGED)

3.1 Hydrology and Land Cover Study (Model Prep) - Consultant will use known flow release values from Anderson Dam Fish and Aquatic Habitat Collaborative Effort (FAHCE-plus modified rule curves) combined with data from the Madrone gage, information from groundwater and surface water reports, defined Habitat and Geomorphic Flows from the BE, and fish passage exceedance flows developed by Valley Water to establish modified return interval flood flow, modified habitat and

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geomorphic flows, and modified fish passage flows for the Ogier Pond Reach of Coyote Creek. Consultant will develop a Manning's roughness map (land cover mapping) Modeling Alternative 5, Alternative 6, and existing conditions.

Task 3.1 - Deliverables

1. Hydrology Table
2. Land Cover (roughness) Figures for existing and proposed conditions (two alternatives)
3. Draft technical memorandum of the Ogier Ponds Restoration Project Hydrology and Land Cover Study which would include roughness factor(to become final technical memorandum in subtask 3d) (approximately 6 pages)

Task 3.1 – Assumptions

1. Flow variation due to groundwater interactions is characterized at a level of detail sufficient to include in hydraulic modeling simulations. Flow variation due to groundwater can be averaged along ¼ mile segments of the project area for a total of 6 sub reaches with unique groundwater interactions.

2. Lateral variations in groundwater will not be factored into the 2-Dimensional (2-D) model.

3. 2020 Santa Clara County Light Detection and Ranging (LiDAR) will be used for model terrain development & design surfaces.

4. The roughness map can be done with available landcover data, imagery, and LiDAR via desktop delineation methods.

5. The Draft technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.

6. The Draft technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public-facing documents are compliant with the Rehabilitation Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

Task 3.2 - Preliminary Design Analysis

3.2.1 **Ponds 1 and 2 Overtopping structure(s) -** Consultant will develop design criteria for the overtopping structure at the upstream extent of Pond 2 or Pond 1, coincident with the upstream extent of the new channel realignment for both alternatives. Consultant will work with Valley Water to establish the maximum flow capacity in the proposed channel for both alternatives such that flooding does not occur in adjacent developments and

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dwellings. Consultant will use Manning's equation, appropriate weir equations, and conservation of mass (continuity) equations to develop a range of crest elevation and width criteria for the overtopping structure such that high flows are routed through Ogier ponds to keep flows below the maximum flow capacity threshold in the proposed channel (approximately 2,000 (cubic feet per second) (CFS). From the design criteria range developed in this task, Consultant will select up to two geometries (iterations) for each overtopping structure (Pond 1 and Pond 2) to include in model simulation runs for the proposed conditions.

3.2.2 **Pond 4 Outlet Structure -** Consultant will develop design criteria for an outlet structure at the downstream extent of Pond 4 such that flood flows routed through Ogier ponds are returned to Coyote Creek at the downstream end of Pond 4. Consultant will develop design criteria for the outlet structure assuming that it is comprised of screened culverts and an emergency overtopping weir component. Consultant will select three geometries (iterations) for the outlet structure to include in model simulation runs for proposed conditions. Consultant will also describe appropriate fish screening measures for the outlet structure.

Task 3.2 – Deliverables

1. 4-page section added to draft technical memo (to become final technical memo), with the following items:

    a. Two tables listing design geometries of the overtopping structure and outlet structure and flow split relationship with respect to total flow for each
    b. Two figures showing simple schematic line drawings (to scale) of cross section and profile view of the overtopping structure and the outlet structure
    c. One paragraph description of each outlet structure

Task 3.2 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.

2. The outlet structure will be a large-diameter culvert array with an emergency overtopping weir component.

3. Detailed drawings and 3-Dimensional (3D) designs of the outlet structures are not included as part of this analysis.

Task 3.3 – Hydraulic Modeling

3.3.1 Consultant will create a 2-D model of the Ogier Pond Reach in Hydraulic Engineering Center River Analysis System (HEC-RAS), with a total model domain of approximately 1.5 miles in length and 0.5 miles in width. Consultant will model existing conditions, Alternative 5 conditions, and Alternative 6 Conditions for the full suite of flows developed in Subtask 3a. Consultant will model three geometries (as described in Subtask 3.2) for

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the overtopping structure between the proposed Coyote Creek alignment and Ogier Ponds for flood flows only under the FAHCE-plus conditions. Consultant will work with the Valley Water Ogier Pond Project team to select 3 iterations of the overtopping structure based on the design criteria range developed in Subtask 3.2 to incorporate into the model simulation runs for alternative 5 and 6.

3.3.2 Consultant will factor in variations in flow due to groundwater interactions throughout the project reach based on referenced reports including the consultant, TODD Groundwater's report for Ogier Ponds.

Task 3.3 - Deliverables

1. A section (Up to 14 pages) and appendix will be added to the Draft Technical Memo (to become the Final Technical Memo). The section will include descriptions of hydraulic modeling methodology, model inputs, groundwater characterization, calibration, and results including 10 key results figures from the Appendix.
2. Hydraulic modeling appendix with up to 47 figures (up to 24 created in GIS and remaining portion of figures available as plan view outputs from HEC-RAS) including:

    a. Figures of depth and velocity for Alternative 5 and 6 for two flood flow scenarios, to be determined by Valley Water (8 figures)
    b. Figures of depth and velocity for Alternative 5 and 6 for up to three habitat and geomorphic flow scenarios determined by Valley Water (up to 12 figures)
    c. Figures of depth and velocity for Alternative 5 and 6 for up to three fish passage flow scenarios determined by Valley Water (up to 12 figures)
    d. Figures of water elevation profiles for 8 select flows for Alternative 5 and 6 (to correspond to selected flows above) (2 figures)
    e. Figures of 10 model-output cross-sections showing the 8 selected flows, for Alternatives 5 and 6, corresponding to either known Federal Emergency Management Agency (FEMA) cross-sections for flood flow comparisons or at areas of particular interest of habitat, geomorphic, or fish passage performance (20 cross sections, up to 5 figures)
    f. Figures showing depth and shear stress for two design flows at the overtopping structure and the outlet structure using the final/optimized iteration of geometry for each (up to 8 figures)
3. Electronic hydraulic model files with descriptions

Task 3.3 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.

2. Up to 25 flows for 3 terrains and 3 iterations of overtopping structure for flood flows, flow runs not to exceed 95 total runs.

3. Post-processing in Geographic Information System (GIS) for up to 24 figures as needed for planning-level study to be conducted by Valley Water.

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Task 3.4 - Design Recommendations (Fish Habitat, Fish Passage, Geomorphology, and Hydraulic Structures)

3.4.1 Consultant will provide recommendations to Valley Water in the form of a technical memo, email correspondence, virtual meetings, and in-person site visits. Consultant will use the findings of the design analysis (Subtask 3.2), hydraulic modeling (Subtask 3.3) and results of Consultant, Environmental Science Associates sediment transport modeling for alternatives 5 and 6 to qualitatively evaluate and make recommendations for:

1. Management of non-native species in the form of fish screens for outflow culverts from adjacent ponds
2. Creation of suitable spawning and rearing habitat for native species, primarily federally listed steelhead
3. Fish passage performance for native species (steelhead, and Pacific lamprey) through Alternative 5 and Alternative 6 channel features
4. Geomorphic considerations including channel sinuosity, throughput of sediments (sediment transport), erosion and avulsion risk areas, and recommendations for sediment management including sediment augmentation considerations.
5. Consultant will summarize the final geometry (optimized based on model iteration) of the overtopping structure and the outlet structure and include recommendations for refinement and erosion prevention at the structure locations.
6. Consultant will provide general recommendations for environmentally compliant dewatering during construction.

Task 3.4 – Deliverables

1. Final technical memorandum including sections from Subtasks 3.1, 3.2, and 3.3. (approximately 26 pages)

Task 3.4 – Assumptions

1. Up to two site visits for two Consultant staff.

2. Up to 10 virtual meetings.

3. The final technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.

4. The final technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public facing documents are compliant with the Rehabilitation

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Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

Task 4 – Phase 2 Coyote Percolation Dam Design (UNCHANGED)

A. Consultant will provide modeling and engineering support for the Coyote Percolation Dam Phase 2 Fish Passage Enhancements design. The fish passage will be designed by Valley Water to meet applicable NMFS National Oceanic and Atmospheric Administration (NOAA) Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS 2023) and the California Department of Fish and Wildlife (CDFW) California Salmonid Stream Habitat Restoration Manual (Love and Bates 2009) fish passage criteria for adult and juvenile steelhead/salmonids.

B. As part of the FERC-Order Compliance Project (FOCP), Valley Water is undertaking improvements to the Coyote Percolation Facility referred to as Phase 1 of the Coyote Percolation Dam and Fish Ladder Operations Renovations. Phase 1 includes replacing the existing flashboard dam with an inflatable bladder dam, along with improvements to the existing fish ladder to provide fish passage during interim operations of the facility during Seismic Retrofit Improvements.

C. Under Phase 2, Valley Water plans to construct a roughened ramp fishway extending up to the spillway to allow for improved fish passage over the deflated bladder dam over a range of flow conditions, including necessary alterations to the existing facility to provide adequate flow depths and velocities across the foundation, apron, and deflated bladder dam. This task also includes the designs to tie the downstream end of the fish lane into the main stem channel of Coyote Creek. Based on a conceptual design developed under a separate contract, as well as updates to the existing HEC-RAS 2D hydraulic model developed by Valley Water staff, Consultant will provide modeling and engineering support to design the new roughened ramp fishway and bypass channel. Consultant will work with Valley Water staff, NMFS, and CDFW representatives to develop preliminary through 100 percent Phase 2 designs for the Coyote Percolation Dam to allow continued percolation pond operations, while meeting the NMFS and CDFW requirements for fish passage of adult and juvenile steelhead/salmonids.

Task 4.1 - Hydraulic Modeling

Based upon field surveys to be conducted by Valley Water staff, Consultant will extend the model domain of the existing HEC-RAS 2D model for Coyote Creek to encompass the historical channel alignment downstream to the Highway 101 overpass, increasing the modeled reach in Coyote Creek by approximately 1,600 ft. Modeling will be conducted for the existing conceptual design and up to two iterations that may include modifications to the roughened ramp fishway, radial gate bypass structure, roughened approach channel, and attractant pool. Six flow conditions will be modeled, including the design maximum as well as seasonal flow requirements corresponding to NMFS and CDFW design flow criteria for steelhead, as well as Pacific lamprey.

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Task 4.1 – Deliverables

1. Hydraulic modeling of up to three design surfaces and six flow scenarios (one would be existing, and two of them would be Alternative 5 and Alternative 6)
2. Figures of the staff recommended alternative to be developed for use in the planning study report and optimized design, and will include at a minimum depth, velocity, and shear stress outputs in plan view. Figures will also include hydraulic profile plots of fish passage routes within the model domain.

Task 4.1 – Assumptions

1. Two virtual coordination meetings with Valley Water and technical team.

2. Valley Water will provide site survey data of the existing Pond 10B breach and lower Coyote Creek upstream of Hwy 101 to expand the existing model domain.

3. Initial modeling results to be completed within six weeks of delivery of survey data and existing HEC-RAS 2D model files.

4. Modeling of existing conceptual design and up to two design iterations.

Task 4.2 - Preliminary Design

4.2.1 Consultant will meet with Valley Water and technical team members (including NMFS and other agency staff as appropriate) in up to three coordination meetings to discuss preliminary design concepts that will allow the facility to be operated at a range of flows and water surface elevations while meeting NMFS and CDFW fish passage criteria. Consultant will provide up to two design iterations of the existing conceptual design to allow model simulations to be conducted (See Task 4.1).

4.2.2 Following Valley Water's completion of preliminary design and modeling, Consultant will prepare a Draft Preliminary Basis of Design Report that will include the plan and profile plots for the design iteration that best meets the overall design function. The Draft Preliminary Basis of Design Report will summarize the following:

a. Background and Project Understanding
b. Dam Hydrology
c. Summary of Modeling Results and Fish Passage Analyses
d. Discussion and Alternatives Recommendation for detailed design

4.2.3 Based on a consolidated set of non-conflicting Valley Water staff and legal comments, the Draft Preliminary Basis of Design Report will be revised by Consultant as a Draft Final version for subsequent review. Based on a consolidated set of non-conflicting Valley Water staff and legal comments on the Draft Final version, a Final Preliminary Basis of Design Report will be prepared by Consultant that can be distributed to the broader technical team members (e.g., NMFS and CDFW staff). The Final Preliminary

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Basis of Design Report will be submitted to Valley Water with electronic versions of plan and profile sheets of the recommended design as well as supporting CAD files.

Task 4.2 – Deliverables

1. Draft Preliminary Basis of Design Report (electronic submittal)
2. Draft Final Preliminary Basis of Design Report (electronic submittal)
3. Final Preliminary Basis of Design Report (electronic submittal)
4. Plan and Profile sheets of the recommended alternative with supporting CAD files that will be provided as an electronic submittal

Task 4.2 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables will not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to three virtual coordination meetings with Valley Water and technical team.

3. Valley Water will provide Consultant with existing survey data of the Phase 2 design area in standard point format (.csv, .txt or within a .dwg file) for development of a digital elevation model (DEM) and designs.

4. Valley Water will provide Consultant with CAD standard formats and guidelines.

5. No geotechnical or structural engineering analyses is included in this task.

6. Preliminary design will evaluate fish passage criteria for adult and juvenile. steelhead/salmonids and lamprey and will be based on the versions indicated below:

    a. NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS February 2023)
    b. California Salmonid Stream Habitat Restoration Manual, Part XII Fish Passage Design and Implementation (CDFG 2009)
    c. Practical guidelines for incorporating adult Pacific lamprey passage at fishways, Version 2.0 (Lamprey Technical Workgroup 2022)

7. Two drafts and one final version of the Preliminary Basis of Design Report. Assumes review will be conducted by Valley Water technical team only, with comments provided as a single set of non-conflicting comments for each review cycle.

8. Consultant will revise and finalize the Basis of Design report within four weeks of receipt of comments by Valley Water and legal team for each draft cycle.

9. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional

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modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.

10. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

11. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the designs will be limited to one additional modeling iteration.

12. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.3 - 60 Percent Design Plans, Specifications, Estimate (PSE), and Basis of Design (BOD) Report

4.3.1 In consultation with Valley Water and based upon hydraulic modeling results of the preliminary design, and comments submitted by Technical Working Group (TWG) members (including NMFS or other agency staff) on the Final Preliminary Basis of Design Report from Subtask 4.2, Consultant will incorporate any refinements to the recommended alternative. Consultant will generate 60 percent design plans, technical specifications, and engineer's cost estimate. The design plans at the 60 percent level will include the following sheets:

a. Title Sheet, General Notes,
b. Survey Layout including Survey Datums and Rights of Way
c. Site Utilities Plan (Underground and Overhead)
d. Existing Conditions & Demolition Plan
e. Grading Overview Plan
f. Staging, Access, and Creek Diversion and Dewatering Plan

4.3.2 Consultant will provide an administrative review version of the 60 percent design plans (including the technical specifications and engineer's cost estimate) and a draft Final Basis of Design Report to Valley Water for review. Based on a consolidated version of Valley Water staff comments, Consultant will revise the 60 percent design plans and the draft Final Basis of Design Report for distribution of Final 60 percent design plans and Final Basis of Design Report to the technical team. The Final 60 percent design plans (including the technical specifications and engineer's cost estimate) and Final Basis of Design Report will be electronically submitted to Valley Water with the 60 percent design plans in CAD format.

Task 4.3 – Deliverables

1. Draft and Final Basis of Design Report (electronic submittal)
2. Draft and Final 60 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

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Task 4.3 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to two virtual coordination meetings with Valley Water and technical team.

3. Any geotechnical or structural engineering required will be conducted by Valley Water or other subcontractor and is not included in this scope.

4. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.

5. Draft and Final Basis of Design Report, including any updated modeling results, 60 percent design plans, technical specifications and engineer's cost estimate will be provided to Valley Water electronically.

6. Valley Water staff and attorney comments on 60 percent designs will be provided as a single set of non-conflicting comments.

Task 4.4 - Final Design Plans and Specifications

4.4.1 Consultant will prepare draft and final versions of the 90 and 100 percent design plans in coordination with Valley Water. Based on a consolidated version of Valley Water staff and attorney comments on the 90 percent design plans and Final Basis of Design Report, and comments received by TWG members (including NMFS or other agency staff), Consultant will finalize the 100 percent designs and Basis of Design Report.

4.4.2 Consultant will attend up to four coordination meetings with Valley Water and technical team members (including agency staff as appropriate) as Consultant develops the 90 percent and 100 percent design plans. Consultant will include an updated and Final Engineer's Estimate of probable construction costs.

Task 4.4 – Deliverables

1. 60 Percent Design and 90 Percent Design responses to NMFS and CDFW technical comments
2. Draft and Final 90 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)
3. Draft and Final versions of an Amended Final Basis of Design Report (if required).
4. Draft and Final 100 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

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Task 4.4 – Assumptions

1. Because Project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Consultant will respond to NMFS and CDFW technical comments on the 60 percent and 90 percent design plans (including the technical specifications and engineer's cost estimate) and the Final Basis of Design Report.

3. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

4. Up to three virtual coordination meetings with Valley Water and technical team.

5. Valley Water and any attorney comments on the 90 percent and 100 percent Designs will be provided as a single set of non-conflicting comments for each review cycle.

6. Assumes comments from NMFS and CDFW on the 90 percent or 100 percent design.

7. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

8. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the 90 percent designs will be limited to one additional modeling iteration.

9. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.5 - Operations Support

Based on the final design and supporting modeling, Consultant will provide recommendations for facility operations and other as-needed support for project permitting in the form of areas, volumes, linear feet, and other quantity take-offs from the design plans. Deliverables will be coordinated with Valley Water for appropriate phasing, as requested by Valley Water.

Task 4.5 – Deliverables

1. Technical memoranda, emails, and copies of existing files as required to support information requests (electronic submittals)

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Task 4.5 – Assumptions

1. Up to three virtual coordination meetings with Valley Water and permitting team.

2. Permitting support will be provided on a time and materials basis up to about 109 hours of support time.

Tasks 4.6 – Radial Gate and Attractant Pool: 30 Percent Design

4.6.1 Radial Gate and Attractant Pool Hydraulic Model

Consultant will develop designs for the radial gate and attractant pool area to deliver designs for the radial gate replacement component. Consultant will prepare a 2-Dimensional (2-D) hydraulic model of the proposed radial gate and attractant pool reconfiguration.

4.6.2 30 Percent Design of Radial Gate and Attractant Pool Area Reconfiguration

Consultant will prepare Draft 30 Percent Design plans including layout and up to three sections demonstrating the intended layout and will prepare an engineer's opinion of probable cost. These will be integrated into the Draft Reconfiguration 30 Percent BOD Report.

Based on consolidated comments from Valley Water staff on the Draft Reconfiguration 30 Percent BOD Report, the Consultant will prepare the Final Reconfiguration 30 Percent Design Plans and a Final Reconfiguration 30 Percent BOD Report that can be distributed to the TWG. The Final Reconfiguration 30 Percent BOD Report will be submitted to Valley Water with electronic versions of plan and profile sheets of the recommended design.

4.6.3 Radial Gate Replacement 30 Percent Design

The Consultant will lead the 30 percent radial gate replacement design, including review of existing information and drawing sets and a site visit to confirm built condition and examine structural details and condition. The Consultant will develop alternatives and prepare a 30 Percent Feasibility Report. This report will be incorporated as an appendix into the Reconfiguration 30 Percent BOD Report. The Consultant will also develop Draft Radial Gate Replacement 30 Percent Design documents for the radial gates. These will include draft specifications to address modifications to the existing structure and a Class 5 cost estimate as defined by American Association of Cost Engineering. Last, the Consultant will prepare a Final Radial Gate Replacement 30 Percent Design based on consolidated Valley Water staff comments on the Draft 30 Percent Design documents.

Task 4.6 – Deliverables

1. Draft and Final Reconfiguration 30 Percent BOD Report including Hydraulic model results
2. Draft and Final 30 Percent Design plans for radial gate and attractant pool area reconfiguration and engineer's opinion of probable cost; included in Draft and Final Reconfiguration 30 Percent BOD Report.

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3. Radial gate replacement 30 Percent Feasibility Report including Draft and Final 30 Percent Design plans for the radial gate replacement with structural details specifications and preliminary costs; incorporated into Draft and Final Reconfiguration 30 Percent BOD Report.

Task 4.6 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to two virtual coordination meetings with Valley Water and technical team.

3. Up to 2 surface design iterations for the configuration Radial Gate and Attractant Pool Area Hydraulic Model.

4. Consultant will use Valley Water CAD standard formats and guidelines (already provided under a separate contract).

5. The Reconfiguration 30 Percent Design will evaluate downstream fish passage conditions for the radial gate replacement and upstream passage up to the attractant pool and entrance to the fish ladder based on NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS February 2023) and California Salmonid Stream Habitat Restoration Manual, Part XII Fish Passage Design, and Implementation (Flosi et al. 2010).

6. Passage through the fish ladder alone will not be evaluated (i.e., no evaluation for flows below 25 cfs).

7. All deliverables will be provided to Valley Water electronically.

8. For all deliverables, one round of review will be conducted by Valley Water with comments provided as a single set of non-conflicting comments for each review cycle.

Tasks 4.7 – Radial Gate and Attractant Pool: 60 Percent Design

4.7.1 Radial Gate and Attractant Pool Area Reconfiguration

Consultant will refine the recommended design by incorporating TWG comments on the Final Reconfiguration 30 Percent BOD and hydraulic modeling results in collaboration with Valley Water generating the Reconfiguration 60 Percent Design plans, draft technical specifications, and engineer's opinion of probable cost.

Consultant will provide the Draft Reconfiguration 60 Percent Design plans and a Draft Reconfiguration 60 Percent BOD Report along with responses to TWG comments to Valley Water for review. Based on Valley Water staff comments, Consultant will prepare the Final Reconfiguration 60 Percent Design plans and a Final Reconfiguration 60 Percent BOD Report.

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4.7.2 Radial Gate Replacement

The Consultant will refine the Radial Gate Replacement Design in consultation with Valley Water based on TWG comments on the Final Radial Gate Replacement 30 Percent BOD Report from Subtask 4.6.3. The Consultant will generate Radial Gate Replacement 60 Percent Design plans, technical specifications, and engineer's opinion of probable cost.

The Consultant will provide Draft Radial Gate Replacement 60 Percent Design plans and a Draft Radial Gate Replacement 60 Percent BOD Report (including the draft technical specifications and engineer's opinion of probable cost) and responses to TWG comments on the Draft Radial Gate Replacement 30 Percent BOD Report to Valley Water for review. Based on Valley Water staff comments, the Consultant will prepare Final Radial Gate Replacement 60 Percent Design plans and a Final Radial Gate Replacement 60 Percent BOD Report.

Tasks 4.7 – Deliverables

1. Draft and Final Reconfiguration 60 Percent BOD Report and Draft and Final Reconfiguration 60 Percent Design Plans, for the radial gate and attractant pool area reconfiguration.
2. Draft and Final Radial Gate Replacement 60 Percent Technical Report and Draft and Final Radial Gate Replacement 60 Percent Design plans.
3. Responses to TWG comments in table format

Tasks 4.7 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to 3 virtual coordination meetings with Valley Water and consultant technical team.

3. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.6.1 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Reconfiguration BOD Report.

4. All deliverables will be provided to Valley Water electronically.

5. Valley Water staff and technical team comments on draft 60 percent designs will be provided as a single set of non-conflicting comments.

6. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water in table format. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

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7. Consultant team will respond to one round of comments from TWG participants on the Final Reconfiguration and Radial Gate Replacement 30 Percent BOD Reports. Responses to up to 30 comments will be included in the Draft Reconfiguration and Radial Gate Replacement 60 Percent BOD Reports in table format.

Tasks 4.8 – Radial Gate and Attractant Pool Area Final Design Plans and Specifications

Consultant will advance the design of the radial gate and attractant pool area reconfiguration and collaborate with structural consultant to deliver the radial gate replacement component, each to a 100 percent design level.

4.8.1 Radial Gate and Attractant Pool Area Reconfiguration
Consultant will prepare Reconfiguration 90 and 100 Percent Design plans for the radial gate and attractant pool area in coordination with Valley Water. Consultant will finalize the Reconfiguration 100 Percent Design plans and prepare the Final Reconfiguration BOD Report that will include an updated final engineer's opinion of probable costs.

4.8.2 Final Design of Radial Gate Replacement
The Consultant will prepare Radial Gate Replacement 90 and 100 Percent Design plans in coordination with Valley Water. The Radial Gate Replacement 90 Percent Design plans will be based on comments received on the Radial Gate Replacement 60 Percent Design plans and accompanied by a Draft Final Radial Gate Replacement Technical Report. The Consultant will finalize the Radial Gate Replacement 100 Percent Design plans and Final Radial Gate Replacement Technical Report that will include an updated estimate of construction costs

Tasks 4.8 – Deliverables

1. Draft Final and Final Reconfiguration BOD Report and Reconfiguration 90 and 100 Percent Design plans.
2. Draft Final and Final Radial Gate Replacement Technical Report; incorporated into the Draft and Final Reconfiguration BOD Report, and Radial Gate Replacement 90 and 100 Percent Design plans.
3. Updated estimate of construction costs.

Tasks 4.8 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. One design meeting with Valley Water internal staff and one TWG meeting with CDFW and NMFS.

3. Consultant will attend up to three virtual coordination meetings with Valley Water and technical team.

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4. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water in table format. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

5. Consultant team will respond to one round of comments from TWG participants on the Reconfiguration and Radial Gate Replacement 60 Percent BOD Reports. Responses to up to 30 comments will be included in the Draft Reconfiguration and Radial Gate Replacement 90 Percent BOD Reports in table format.

6. All deliverables will be provided to Valley Water electronically.
7. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.

8. Comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

9. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the 90 percent designs will be limited to one additional modeling iteration.

Tasks 4.9 – Lamprey Passage: Fish Ladder Retrofit

The existing fish ladder is not designed with consideration for upstream passage of Pacific lamprey, a California species of special concern. The two primary options to improve passage are to modify the existing ladder or to create a bypass facility designed specifically for lamprey. During this Task, Consultant will investigate alternatives, developing conceptual plans for each alternative and will advance a preferred alternative. Because the lamprey passage elements are expected to be relatively minor modifications to the fish ladder, the design will proceed directly from 30 Percent Design to Final Design.

4.9.1 Alternatives Analysis and 30 Percent Design

Consultant will prepare a brief Draft 30 Percent Lamprey Passage Memorandum with descriptions, images, and conceptual layouts for up to three lamprey passage alternatives.

Based on comments received and an agreed preferred alternative, Consultant will develop Draft 30 Percent Design plans for the lamprey passage improvements. Comments on the Draft 30 Percent Design plans from Valley Water and by TWG members will be incorporated into Final 30 Percent Design plans and a Final 30 Percent Lamprey Passage Memorandum, which will include an engineer's opinion of probable costs.

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4.9.2 Final Design Plans and Specifications
The Reconfiguration 90 Percent Design plans (Task 4.11) will be accompanied by a Draft Final Lamprey Design Memorandum. Consultant will prepare the Final Lamprey Design Memorandum to be included with the Reconfiguration 100 Percent Design plans.

Consultant will attend up to three coordination meetings with Valley Water and technical team members (including agency staff as appropriate) while developing the lamprey passage 90 Percent and 100 Percent Designs. Consultant will include an updated and final engineer's opinion of probable construction costs.

Tasks 4.9 – Deliverables

1. Draft and Final 30 Percent Lamprey Passage Memorandum
2. Draft and Final Lamprey Passage 30 Percent Design plans
3. Draft Final and Final Lamprey Passage Memorandum.
4. Lamprey Passage 90 and 100 Percent Design plans.

Tasks 4.9 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases

2. Up to 2 virtual coordination meetings with Valley Water and technical team.

3. All deliverables will be provided to Valley Water electronically.

4. The lamprey passage design will not include hydraulic modeling of the fish ladder. If the proposed alterations have the potential to modify flow in the fish ladder, hand calculations will be undertaken to assess flow impacts and iterate the design to ensure upstream salmonid passage criteria are maintained.

5. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.

6. NMFS and or CDFW will comment on the Lamprey Passage 30 Percent and 90 Percent Designs. Technical review comments provided by the TWG will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.
7. The lamprey passage Memorandum would be a separate document and deliverable from the Basis of Design Report being prepared under the existing Consultant Agreement A4932A which focuses on design of the Fish Lane. These two documents may be integrated into a single, consolidated document at Valley Water's discretion.

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Tasks 4.10 – Channel Tie-in

Consultant will develop a channel tie-in design, working with Valley Water to establish the design intent and criteria. It is assumed that the channel tie-in design will include the following elements:

1. Establishment of an engineered berm between the historical Coyote Creek Channel and Pond 10B, including external dimensions, surface treatment and internal layering.
2. A spillway at the upstream limit of Pond 10B to safely pass high flows from Coyote Creek, over the new engineered berm and into the pond.
3. Placement of engineered streambed material and grade control elements within the currently incised section of Coyote Creek between the downstream end of the fish lane and the percolation dam.

4.10.1 Channel Tie-In Hydraulic Model 30 Percent Design

Consultant will develop a proposed design surface that meets the hydraulic performance requirements of the project. The model will be used to set Coyote Creek bed level tying into the engineered berm footing and fill and grade control elevations for the incised channel.

Consultant will present model results at a technical design meeting with Valley Water. Results of the hydraulic model will be incorporated into a Channel Tie-In Draft 30 percent BOD Report with a recommended configuration to carry forward.

Consultant will incorporate any comments received from Valley Water on the Draft Preliminary BOD Report and will prepare a Final 30 percent BOD Report along with 30 percent Design plans. The latter must include a layout and up to 3 sections to demonstrate the intent of the preferred project configuration. Consultant will estimate cut and fill quantities and provide an engineer's opinion of probable cost.

4.10.2 Channel Tie-In 60 Percent Design Plans and Specifications

Consultant will incorporate any refinements to the recommended design. Consultant will generate Channel Tie-In 60 percent Design plans, draft technical specifications, and engineer's opinion of probable cost. The Channel Tie-In 60 percent Design plans will include the following sheets:

- Title Sheet, General Notes,
- Survey Layout including Survey Datums and Rights of Way
- Existing Conditions & Demolition Plan
- Grading Overview Plan
- Staging, Access, and Creek Diversion and Dewatering Plan

Consultant will provide Draft Channel Tie-In 60 percent Design plans and a Draft Channel Tie-In 60 percent BOD Report (including the draft technical specifications and engineer's opinion of probable cost) to Valley Water for review. Based on Valley Water staff

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comments, Consultant will prepare Final Channel Tie-In 60 percent Design plans and a Final Channel Tie-In 60 percent BOD Report to the technical team.

4.10.3 Channel Tie-In Final Design Plans and Specifications

Consultant will advance the design of the channel tie-in to a final design level. Consultant will prepare Channel Tie-In 90 percent and Final Design plans in coordination with Valley Water. The Channel Tie-In 90 percent Design plans will be based on comments received to the Final Channel Tie-In 60 Percent Design plans and will be accompanied by a Draft Final Channel Tie-In BOD Report. Based on Valley Water staff comments, and TWG comments on the Channel Tie-In 90 Percent Design plans and Draft Final Channel Tie-In BOD Report, Consultant will finalize the Channel Tie-In Final Design plans and prepare the Final Channel Tie-In BOD Report.

Task 4.10 – Deliverables

1. Hydraulic model results for the channel tie-in; included in the Draft and Final Channel Tie-In 30 percent BOD Report.
2. Draft and Final Channel Tie-In 30 percent Design plans and engineers opinion of probable cost; included in Draft and Final Channel Tie-In 30 percent BOD Report.
3. Draft and Final Channel Tie-In 60 percent Basis of Design Report.
4. Draft and Final Channel Tie-In 60 percent Design Plans for the berm repair.
5. Draft Final and Final Channel Tie-In BOD Report.
6. Channel Tie-In 90 percent and Final Design plans.

Task 4.10 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases

2. Up to eight virtual coordination meetings with Valley Water and TWG participants.

3. Modeling of proposed channel tie-in design includes up to 3 surface design iterations and 4 design flows and a USACE no-rise condition.

4. Additional modeling that may be required due to refinements to the Subtask 4.15.

5. Additional modeling that may be required due to refinements to the Channel Tie-In 90 percent designs will be limited to one additional modeling iteration.

6. Valley Water will provide design criteria for the project including but not limited to flows at which water will begin to spill into Pond 10B.

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7. The channel tie-in design will not consider fish passage and will not include review or comment regarding fish passage from agencies including NMFS and CDFW.

8. TWG participants will comment on the Channel Tie-In 30 and 60 percent Designs. Technical review comments provided by the TWG will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

9. Consultant will respond to up to 30 TWG comments and responses will be incorporated in table format into the Channel Tie-In 60 percent BOD Report.

10. The design will not include details for how high flows will return to Coyote Creek at the downstream end of Pond 10B. This is considered to be an aspect of the Pond 10B design rather than the upstream channel tie-in (this scope).

11. All deliverables will be provided to Valley Water electronically.

12. Valley Water staff comments will be provided as a single set of non-conflicting comments for each review cycle.

13. Comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption).

14. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.

Task 5 - Live Oak Restoration Reach Design Support and Field Support

Task 5.1 - Hydraulic Modeling

5.1.1 Consultant will run hydraulic modeling using the existing 2-D HEC RAS model developed during 30 percent and 60 percent design phases. Consultant will incorporate flow split hydraulics provided by AECOM and post dam retrofit hydraulics (FAHCE+) to create a flow distribution for the south channel and main reaches of Live Oak for the range of flows.

5.1.2 Hydraulic modeling runs will include the full range of return intervals under FAHCE+ and Habitat and Geomorphic flows as outlined in the BE Table 5 shown below. The Table shows the flow runs and terrains included in this task.

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Table 5 – Biological Evaluation (UNCHANGED)

Return period or flow	Reference	Terrains
500 Year	FAHCE Stochastic Flows	Existing, Proposed
200 Year	FAHCE Stochastic Flows	Existing, Proposed
100 Year	FAHCE Stochastic Flows	Existing, Proposed
50 Year	FAHCE Stochastic Flows	Existing, Proposed
25 Year	FAHCE Stochastic Flows	Existing, Proposed
20 Year	FAHCE Stochastic Flows	Existing, Proposed
10 Year	FAHCE Stochastic Flows	Existing, Proposed
5 Year	FAHCE Stochastic Flows	Existing, Proposed
2 Year	FAHCE Stochastic Flows	Existing, Proposed
1000 cfs	BE Habitat and Geomorphic	Existing, Proposed
250 cfs	BE Habitat and Geomorphic	Existing, Proposed
90 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
50 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
30 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)

Task 5.1 – Deliverables

1. Refined roughness raster and hydraulic modeling summary figure in BOD
2. Appendix with results for existing versus proposed terrain simulations showing depth and velocity for 8 of the simulated flows

Task 5.1 – Assumptions

1. Flow regime will not change during the 90 percent design analysis.

2. Upstream design work as part of ADSRP and ADTP is provided to Consultant as DEM to integrate into downstream hydraulics.

3. New habitat suitability analysis using CDFW code is not included.

Task 5.2 - 90 Percent Design: Design Analysis and Refinement, Plans, Specifications, Estimate (PSE) and Basis of Design Report (BOD)

5.2.1 Consultant will conduct design analysis to optimize target aquatic species habitat and substrates under proposed conditions. This analysis will include up to 3 iterations of possible in-channel designs. Digital elevation models for each iteration will be analyzed for appropriate depth and velocity conditions for fry rearing and adult spawning habitat criteria. The optimized design iteration will become the 90 percent design to be used for plans, specifications, estimates, habitat suitability mapping, and BOD report. Design refinement will incorporate results from the design analysis and comments to the 60 percent PSE and BOD in to the 90 percent PSE and BOD.

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5.2.2 Consultant will prepare 90 percent design plans and specifications. Deliverables will be coordinated with Valley Water and H.T. Harvey and Associates for appropriate phasing, as requested by Valley Water and include response to resource agency comments on the 60 percent PSE and BOD.

5.2.3 Design Plans

Consultant will include design plans reflecting a 90 percent understanding of design conditions which include the following sheets:

Sheet 1	Title sheet
Sheet 2	General Notes
Sheet 3	Site Key & Construction Access Plan
Sheet 4	Existing Conditions, Demo, and Site Preparation Plan
Sheet 5	Grading Overview and Horizontal Control Plan
Sheet 6-8	Typical Sections
Sheet 9-12	Grading Plans and Profiles
Sheet 13-16	Grading Sections
Sheet 17-20	Enhancement and Revegetation Plans
Sheet 21-22	Large Wood Details
Sheet 23	Large Wood Anchoring and Log Schedule
Sheet 24	Revegetation Tables

5.2.4 Specifications

Consultant will include revised draft specifications.

5.2.5 Cost Estimate

Consultant will include an Engineer's Estimate of probable construction costs in the BOD report.

5.2.6 Basis of Design Report

Consultant will include the following items in the BOD report:

- Background and Project Understanding
- Field Assessment Summary (Topography & Grain Sizes)
- Dam Hydrology and Hydraulic Modeling
- Design Calculations and Discussion
- Summary of Design Approach
- Habitat Suitability Analysis of Proposed Conditions
- Permit Impacts
- Quantities and Construction Costs
- Construction Methods
- Monitoring and Maintenance

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Task 5.2 – Deliverables

1. Draft 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
2. Final 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
3. Updated Appendix B from the 60 percent design (Gravel Augmentation Plan)

Task 5.2 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Two virtual coordination meetings with Valley Water and Live Oak Restoration team.

3. One TWG meeting presentation.

4. Consultant will provide support for 90 percent design plans and specifications using Consultant standardized formatting.

5. Two Consultant staff will attend a site visit with Valley Water to check site access conditions for the contractor, vegetation, utilities (overhead and below ground that are visual) and any foreseeable site constraints for the contractor.

Task 5.3 - Final (100 Percent) Design: Plans, Specifications, Estimate (PSE), and Basis of Design Report (BOD)

Consultant will integrate resource agency permitting conditions, comments from Valley Water, and other Consultants, as well as general comments from Agency representatives in the TWG into a revised design. Consultant will prepare final (100 percent) plans, specifications, and cost estimates. Consultant will revise the BOD report to reflect the final design. Consultant will also revise Appendix B – Gravel Augmentation Monitoring, Maintenance and Management Plan (GAMMMP) to reflect the input received through review of the 90 percent design and permitting applications.

Task 5.3 – Deliverables

1. Construction bid package with Final (100 percent) design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
2. Updated Appendix B from the 90 percent design (GAMMMP)

Task 5.3 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure

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guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Consultant will provide 100 percent design plans and specifications using Consultant standardized formatting.

3. Up to 4 virtual meetings with Valley Water and 1 TWG meeting.

4. No additional changes in dam-release hydrology, no additional hydraulic modeling is needed beyond 90 percent design phase, and no additional changes in overall hydraulic conditions.

Task 5.4 – Field Support

Consultant will assist Valley Water and the selected contractor with field support through meetings, RFI responses, and on-site support including field fitting, providing clarity of the design drawings, and field verification of specification compliance.

Task 5.4 – Assumptions

1. Up to 60 labor hours for RFI responses.

2. Up to two Consultant staff attend weekly 1-hour meetings with Valley Water staff for 12 weeks total.

3. Up to 30 hours/week for three weeks of on-site design implementation support (including associated travel-related expenses).

Task 6 - Supplemental Services (UNCHANGED)

Valley Water may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the 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.

6.1 Specific examples of possible Supplemental Services include:

6.1.1 Additional new technical studies or new subject area studies or permits required that may arise as the project matures.
6.1.2 Additional support on designs or modeling as necessary
6.1.3 Additional public outreach visual materials

6.2 **Additional Services**. The 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 5 as Task 6 Supplemental Services, to include but not be limited to:

6.2.1 Additional meetings;

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6.2.2 Additional time allotted for meetings;
6.2.3 Additional status/progress reports;
6.2.4 Additional telephone conference calls;
6.2.5 Additional technical memorandums and reports

Task 7 - FOCP Monitoring Support (UNCHANGED)

7.1 Environmental DNA (eDNA) Monitoring (2025 and 2026)

Consultant will coordinate with Valley Water staff and the Aquatrace Genomics eDNA laboratory during 2025 and 2026 eDNA monitoring efforts. The eDNA monitoring will be conducted by Valley Water staff according to Valley Water's Fish Rescue and Relocation Plan, the Temperature and Fisheries Monitoring Plan, and/or future eDNA monitoring at the direction of the FOCP Technical Working Group (TWG). Samples will be analyzed for *Oncorhynchus mykiss* DNA.

Task 7.1 - Deliverables

1. Lab coordination
2. Data quality control and assurance review

Task 7.1 - Assumptions

1. Up to 264 filtered water samples (132 per year) will be analyzed for *Oncorhynchus mykiss* eDNA

2. Samples will be analyzed using qualitative PCR to detect the presence of *Oncorhynchus mykiss* DNA using a previously published genetic assay

3. Valley Water staff will conduct sampling and ship eDNA samples to the laboratory

Task 7.2 - Spawning Gravels Sediment Deposition Monitoring and Reporting (2025 and 2026)

Consultant will conduct spawning gravel and benthic macroinvertebrate monitoring during 2025 and 2026 as described in Section 4.1.1 of FERC Order B (11) (FERC Order) to assess sediment deposition within steelhead spawning gravels and benthic macroinvertebrate habitat in Coyote Creek downstream of Anderson Dam. Transect monitoring also described in the FERC Order will be conducted separately by Valley Water. Consultant will combine the results from both studies into a single annual report.

Task 7.2 - Deliverables

1. Consultant will provide separate annual reports for 2025 and 2026
2. The annual reports will combine the analysis and results from Valley Water's transect monitoring along with the analysis and results of Consultant spawning gravel and benthic macroinvertebrate monitoring per Section 4.1.1 of FERC Order B (11).
3. For each annual report Consultant will prepare one draft and one final report document.

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Task 7.2 - Assumptions

1. Transect monitoring per Section 4.1.2 of the FERC Order will be conducted by Valley Water in 2025 and 2026.

2. Consultant will monitor sediment deposition in steelhead spawning habitat in 2025 and 2026, following the methods described in the FERC Order.

3. For reporting of 2025 and 2026 results Consultant will prepare the main report document and Valley Water will provide analysis and results of steelhead transect monitoring at least two months before the final report is due to the permitting agencies. This will allow Consultant one month to incorporate the results.

4. Draft reports will be provided to Valley Water one month after transect monitoring results are provided to Consultant. Valley Water will provide reviewed draft document with track changes edits and compiled, non- conflicting comments from Valley Water within two weeks of receiving the draft reports.

5. Consultant will have at least two weeks to incorporate Valley Water comments and edits into a final annual report to be submitted to FERC.

6. Although, not expected, Consultant will respond to up to 10 minor edits/comments from FERC or the TWG. Minor comments are assumed to not include any additional field work or quantitative analysis.

Task 7.3 – Turbidity Monitoring

This task includes acquiring, summarizing, and reporting on turbidity data pursuant to the Sediment Monitoring Plan (Horizon Water and Environment 2022) developed to address FERC ordered environmental monitoring within Coyote Creek.

Consultant will develop data summaries of available turbidity data from available stations in Coyote Creek (HWY 237, Madrone, Coyote Ranch Road, and Edenvale) on a monthly basis between July 1, 2026 and December 31, 2027.

Task 7.3 - Deliverables

1. One draft and one final monitoring report summarizing USGS turbidity and suspended sediment concentration data acquired from existing stations for Water Year 2026.
2. Up to 18 monthly summaries of the turbidity monitoring data in an email format for distribution to the TWG in the mid-month email.

Task 7.3 - Assumptions

1. USGS turbidity data from the HWY 237, Madrone, Coyote Ranch Road, and Edenvale stations in Coyote Creek will be accessible and in a usable format.

2. All deliverables will be electronic submittals.

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3. Anderson Dam outfall suspended sediment concentration and turbidity data collected by Stillwater Sciences during Water Year 2025 sampling visits are determined to be representative of data from the USGS gage at Madrone, and Anderson Dam outfall suspended sediment and turbidity monitoring is discontinued.

Task 8 – Anderson Dam Seismic Retrofit Project Monitoring Support (NEW)

Consultant will continue supporting environmental DNA (eDNA), sediment deposition, and suspended sediment monitoring through December 2028.

8.1 eDNA Monitoring

Consultant will continue coordination with Valley Water staff and the Aquatrace Genomics eDNA laboratory during 2027 and 2028 eDNA monitoring efforts. The eDNA monitoring will be conducted by Valley Water staff according to Valley Water's Fish Rescue and Relocation Plan, the Temperature and Fisheries Monitoring Plan, and/or future eDNA monitoring at the direction of the MAWG. Samples will be analyzed for *Oncorhynchus mykiss* (O. mykiss) DNA.

Task 8.1 – Deliverables

1. Laboratory coordination
2. Data quality control and assurance review

Task 8.1 – Assumptions

1. Includes analysis of eDNA to be sampled in 2027 and 2028 Up to 264 filtered water samples (132 per year) will be analyzed to detect for O. mykiss eDNA.

2. Samples will be analyzed using qualitative polymerase chain reaction (PCR) to detect presence of O. mykiss DNA using a previously published genetic assay.

3. Valley Water staff will conduct sampling and ship eDNA samples to the laboratory

Task 8.2 – Sediment Deposition Monitoring

Consultant will continue implementation of spawning gravel and benthic macroinvertebrate habitat monitoring in 2027 and 2028 as described in Section 4.1.1 of FERC Order B (11) (FERC Order) to assess sediment deposition within steelhead spawning gravels and benthic macroinvertebrate habitat in Coyote Creek downstream of Anderson Dam. Transect monitoring also described in the FERC Order will be conducted separately by Valley Water. Consultant will combine the results from both studies into a single annual report for 2027 and for 2028.

Task 8.2 – Deliverables

1. 2027 Annual Report
2. 2028 Annual Report

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One draft version of each annual report in Microsoft Word; a revised version of the final report, which shows responses to Valley Water comments in track changes, and clean versions of the final report in Microsoft Word and pdf formats.

Task 8.2 – Assumptions

1. Transect monitoring per Section 4.1.2 of the FERC Order will be conducted by Valley Water in 2027 and 2028.
2. Consultant will monitor sediment deposition in steelhead spawning habitat in 2027 and 2028, following the methods described in the FERC Order.
3. For reporting of 2027 and 2028 results, Consultant will prepare the main report and Valley Water will provide analysis and results of transect monitoring.
4. Annual reports will combine the analysis and results from Valley Water's transect monitoring with Consultant's analysis and results of the spawning gravel and benthic macroinvertebrate monitoring per the FERC Order B (11).
5. Consultant will provide draft version of the annual report for 2027 and 2028 to Valley Water for one round of review. Valley Water will provide its comments using the *Track Changes* feature in the Microsoft Word file. A final version of the report will be updated following receipt of the Valley Water-reviewed draft document with compiled, non-conflicting comments from Valley Water staff.

8.3 – Suspended Sediment Monitoring

Consultant will acquire, summarize, and report on suspended sediment concentration and turbidity data pursuant to the Sediment Monitoring Plan (Horizon Water and Environment 2022) developed to address FERC-ordered environmental monitoring within Coyote Creek. Consultant will prepare summaries of available turbidity data from stations in Coyote Creek (Highway 237, Madrone, Coyote Ranch, and Edenvale) on a monthly basis between January 1 and December 31, 2028.

Task 8.3 – Deliverables

1. Monitoring report that summarizes available U.S. Geological Survey (USGS) suspended sediment concentration and turbidity data acquired from existing stations for water year 2027.
2. One draft version of the monitoring report in Microsoft Word; a revised version of the final monitoring report, which shows responses to Valley Water comments in track changes, and clean versions of the final monitoring report in Microsoft Word and pdf formats.
3. Up to 12 monthly summaries of the turbidity monitoring data provided in an email format for distribution to the ADSRP MAWG in the mid-month email.

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Task 8.3 – Assumptions

1. USGS turbidity and suspended sediment concentration data from the Highway 237, Madrone, Coyote Ranch Road, and Edenvale stations in Coyote Creek will be accessible and in a usable format.
2. USGS suspended sediment concentration data for water year 2027 will be available in Spring 2028.
3. All deliverables will be electronic submittals.

Task 9 –Permit Required Plans (NEW)

Consultant will provide support for developing plans that address the requirements in the National Marine Fisheries Service (NMFS) 2025 Biological Opinion and the Water Quality Certification as detailed below.

Task 9.1 – Juvenile Salmonid Migration Evaluation Plan (Biological Opinion Requirement)

Under this task, the Consultant will develop a Coyote Percolation Pond Juvenile Salmonid Migration Evaluation Study Plan (Migration Evaluation Plan) to implement the Biological Opinion Terms and Conditions of Reasonable and Prudent Measure 6. The study plan will describe a study that could be conducted with marked/tagged juvenile salmonids to evaluate transit times and survival rates post-Phase 2 construction. The study should evaluate passage through the pond and across the dam under various operational scenarios (pond drained, pond full, bladder raised, and bladder lowered) and flow pathways (fish ladder, new bypass gates, and roughened channel). This plan will be developed in collaboration with NMFS, and the AMT will be informed of progress.

Task 9.1 – Deliverables

1. One administrative draft version of the Migration Evaluation Plan (for Valley Water review) in Microsoft Word.
2. Responses to Valley Water comments on the administrative draft.
3. One draft version of the Migration Evaluation Plan for NMFS as a clean version.
4. Comment Matrix in Microsoft Excel showing responses to NMFS comments on the Draft Migration Evaluation Plan.
5. One final version of the Migration Evaluation Plan in Microsoft Word and pdf formats.

Task 9.1 – Assumptions

1. For the administrative draft, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant.
2. For the draft version of the Migration Evaluation Plan, Valley Water will collect comments from NMFS and provide a single set of consolidated comments to the Consultant.

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3. Consultant will provide consolidated responses to comments and edits made using the *Track Changes* feature of Word on subsequent draft documents.
4. Scope includes development of the study plan but does not include implementing the plan.

Task 9.2 Gravel Augmentation and Habitat Complexity Improvements Plan (Water Quality Certificate Requirement)

Consultant will prepare a Gravel Augmentation and Habitat Complexity Improvements Plan to support compliance with the Water Quality Certification. The Gravel Augmentation and Habitat Complexity Improvement Plans is required to be completed no later than three months prior to the start of ADSRP construction. The start of ADSRP construction is expected to begin January 1, 2027. Therefore, the Consultant shall complete this task by October 1, 2026, which is three month prior to January 1, 2027. The plan will be developed in collaboration with the MAWG and include the following components:

- Maintenance Activities at the Live Oak Park Restoration Reach, which consists of maintaining gravel and large woody debris constructed under the FOCP; and
- Sediment Augmentation Program, which consists of planning and implementing spawning gravel augmentation in multiple sites in the Live Oak Park Restoration Reach and Ogier Ponds during ADSRP.
- A description of the spawning gravel and large woody debris augmentation that has taken place as part of the FOCP; detailed plans including site maps, drawings, and/or pictures of additional gravel and large woody debris augmentation that will be performed at Live Oak Park Restoration Reach and/or Ogier Ponds as part of the ADSRP.
- A schedule for implementation of the Gravel Augmentation and Habitat Improvements Plan that includes initial gravels placement for spawning and rearing habitat, monitoring of the gravel augmentation site(s), and subsequent gravels placement.
- Information on the gravel particle size(s) to be used.
- A quantitative breakdown of how much gravel will be placed at each location(s) or reach(es) and/or how monitoring will determine the volumes of gravel to be placed at a later date as part of maintenance efforts.
- Monitoring procedures that will be implemented to track gravel mobilization and effects of gravel on beneficial uses, and to track stability of habitat complexity structures placed as part of the FOCP in the Live Oak Park Restoration Reach.
- A description of how placement of gravels in the reach will benefit steelhead habitat, how success criteria will be defined, and adaptive management.
- Evaluation of the feasibility of extending the gravel augmentation program's 20-year timeframe, due to Anderson Dam's long-term effects on sediment transport.
- Reporting schedule to document plan implementation and effectiveness relative to success criteria.

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Documentation of consultation with MAWG in development of the Gravel Augmentation and Habitat Improvements Plan.

Water staff and/or members of the MAWG. Consultant will respond to comments and update the plans in consultation with Valley Water.

Task 10 – Deliverables

1. Responses to Valley Water comments on Administrative Draft Sediment Augmentation and Geomorphic Flows Plan
2. Permitting agencies version of the Draft Sediment Augmentation and Geomorphic Flows Plan
3. Responses to permitting agencies comments on the Draft Sediment Augmentation and Geomorphic Flows Plan
4. Administrative Revised Draft Sediment Augmentation and Geomorphic Flows Plan
5. Responses to Valley Water comments on Administrative Revised Draft Sediment Augmentation and Geomorphic Flows Plan
6. Revised Draft Sediment Augmentation and Geomorphic Flows Plan with permitting agencies comments incorporated
7. Responses to permitting agencies Comments on the Revised Draft Sediment Augmentation and Geomorphic Flows Plan
8. Final Revised Draft Sediment Augmentation and Geomorphic Flows Plan
9. Hydraulic model files

Task 10 – Assumptions

1. Each round of review with Valley Water will include one set of compiled, non-conflicting comments in a spreadsheet matrix or similar format.
2. For each round of review from the MAWG, Stillwater will receive a set of compiled comments in a spreadsheet matrix or similar format.
3. Revisions may include minor hydraulic modeling adjustments and iterations. Major changes to the modeling will require a contract amendment or will be executed from Supplemental Services.

Task 11 - Live Oak Monitoring and Maintenance Plan Implementation (NEW)

Consultant will implement the Monitoring and Maintenance Plan for the Live Oak Restoration Reach Project (Appendix B of the Coyote Creek Live Oak Reach Restoration Project 100% Basis of Design Report) (herein LORRP Monitoring and Maintenance Plan), which includes conducting surveys to document pre-project and As-Built conditions of the Live Oak Restoration Reach Project (LORRP) and additional surveys if significant flows occur (e.g., ≥250 cfs) following construction.

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Task 11.1 – Hydrologic Monitoring

Consultant will conduct hydrologic monitoring to characterize the measured hydrology at the LORRP site during water year 2027 and water year 2028. Hydrologic monitoring will consist of analysis and post-processing of local gage data and synthesizing any other dam operations hydraulics data. Hydrologic data will be processed and used to evaluate site performance and compare with expected hydrologic regimes for the FOCP, seismic retrofit construction, and post-construction operations of ADSRP.

Task 11.1 – Deliverables

1. Figures and supporting data summarizing stream flow levels from local gages along with relevant dam operations hydraulics data included in each annual Maintenance and Monitoring Report (described under Task 11.6)

Task 11.1 – Assumptions

1. Coyote Creek stream flow data will be accessible and in a usable format.

11.2 – Topographic Surveys

This subtask covers two years (2027 and 2028) of post-construction topographic survey monitoring of the LORRP site (from the most downstream established transect to the most upstream established transect in the project reaches) to monitor geomorphic changes at individual LORRP restoration features. The topographic surveys will include transects and channel longitudinal profiles at the thalweg.

Task 11.2 – Deliverables

1. Up to 2 topographic surveys when triggered and after flows recede in 2027 and/or 2028
2. A figure showing the location of all survey transects and end pins will be included in each Annual Maintenance Report (Subtask 11.6)
3. Channel longitudinal profiles showing streambed elevations at the thalweg will be included in each Annual Maintenance Report when surveys are triggered (Subtask 11.6)

Task 11.2 – Assumptions

1. As-Built topography and survey monitoring transects will be established that incorporate each restoration feature (up to 41 transects total) under a different contract and this amendment covers monitoring at established transects for up to two years post-construction.
2. Budget assumes 2 topographic surveys (i.e., topographic surveys are triggered in both years 2027 and 2028).
3. Surveys would occur once per year and would be triggered if flows increase 250 cfs or greater within the water year.

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4. Topographic surveys include up to 41 transects at spawning gravel features to be established with end pins under a separate contract.
5. Longitudinal Profiles will begin at the most downstream cross section for the LORRP and end at the most upstream cross section in the South Channel with point spacing of 6-10 ft.
6. Topographic surveys following major maintenance activities are not included and would need to be covered under Supplemental Services or a contract modification if required.

11.3 – Repeat Photography

Consultant will attend site visits to photograph and assess pre-project and As-Built conditions, and additional site visits will be conducted during or following high flows (>250 cfs) and other geomorphically significant events (site repairs, sediment replenishment). Photo points will be established with landmarks from previous photos and repeat photography will be performed to monitor the creek banks for erosion and large wood for stability for each restoration feature and shown in a figure as part of the Annual Maintenance and Monitoring Report (Subtask 11.6).

Task 11.3 – Deliverables

1. Photo point locations will be included on an 11” x 17” scale map in the Annual Maintenance and Monitoring Report (Subtask 11.6)
2. A photo at each photo point will be included in an appendix to the Annual Maintenance and Monitoring Report (Task 11.6) with two photos per 8.5” x 11” page

Task 11.3 – Assumptions

1. Photos will be collected during three events: Once shortly after construction (assumed 2026) to document As-Built conditions and once each winter after stream flow reaches or exceeds 250 cfs then recedes in water year 2027 and/or water year 2028.

11.4 – Sediment Surveys

This subtask comprises sediment sampling and tracer rock surveys. The sediment sampling component includes pebble counts and volumetric sieve sampling under post-construction conditions. The sediment sampling will occur after construction and will be repeated if flows meet or exceed 250 cfs in 2027 and/or 2028. Sediment sampling locations will be co-located at sample locations established as part of Valley Water’s Coyote Creek Sediment Augmentation Program and may include additional locations, if budget allows, to fill data gaps and assess geomorphologic changes of the LORRP and changes in distribution of adult spawning habitats.

The tracer rock study will be conducted using either tagged or painted rocks (i.e., tracer rocks) of various diameters to track sediment mobility and bed evolution in order to understand the mobility of sediments in the system. Tracer rocks will be placed directly following construction and monitored after high flows (250 cfs) when the stream is wadable. Monitoring will occur annually through 2028 to understand the flows at which particles are mobile.

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Task 11.4 – Deliverables

1. Sediment sampling methods and results will be summarized in the Annual Maintenance and Monitoring Report (Subtask 11.6)

Task 11.4 – Assumptions

1. Consultant will collect 4 volumetric sieve samples and 8 pebble counts during each monitoring event.
2. Sediment sampling will occur if gravels are present and includes 3 events: one event post-construction to document As-Built conditions, one event in 2027, and one event in 2028. The surveys in 2027 and 2028 would only occur when triggered by a flow event of 250 cfs or greater within the water year once flows recede.
3. Tracer rock surveys would occur in 2027 and/or 2028, following flow events greater than 250 cfs once flows recede.

Task 11.5 – Habitat Suitability Monitoring

Consultant will conduct habitat suitability monitoring that will be completed to document As-Built conditions at the design flows of approximately 30 and 50 cfs as well as following flows greater than 250 cfs. A post-construction scale map (basemap) of the LORRP habitat will be created to document habitat conditions following construction. During each monitoring event, suitable fry, juvenile, and spawning habitat will be mapped on the basemap of the LORRP, based on the steelhead habitat suitability criteria summarized in Table 3-1 of the LORRP 100% Basis of Design.

Task 11.5 – Deliverables

1. Methods and results will be summarized in the Annual Maintenance and Monitoring Report each year for 2026 report, 2027, and 2028 (Subtask 11.6)

Task 11.5 – Assumptions

1. A scale As-Built map will be created using aerial imagery collected with a drone or unmanned aerial vehicle (UAV)

2. Habitat suitability monitoring will occur during two flow levels each year - approximately 30 cfs and 50 cfs

3. Monitoring will occur for three years to document As-Built conditions following construction (assumed in 2026), 2027 assuming stream flow reaches or exceeds 250 cfs during the prior winter, and 2028 assuming stream flow reaches or exceeds 250 cfs during the prior winter.

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Task – 11.6 Annual Maintenance and Monitoring Report

Consultant will prepare the Annual Maintenance and Monitoring Report for 2027 and 2028. The annual reports will discuss changes between pre- and post-construction conditions in relation to target conditions, hydrology including triggering flow events, observed baseflows and deviations from expected hydrologic regimes, and any maintenance actions and will provide recommendations for future monitoring and maintenance.

Task 11.6 – Deliverables

1. Draft and final versions of the Annual Maintenance and Monitoring Report comparing pre- and post-construction conditions prepared for each year of monitoring (2026, 2027, and 2028)
2. One draft version of Annual Maintenance and Monitoring Report in Microsoft Word; a revised version of the final report, which shows responses to Valley Water comments in track changes, and clean versions of the final Annual Maintenance and Monitoring Report in Microsoft Word and pdf formats

Task 11.6 – Assumptions

1. Consultant will provide draft version of the annual reports for 2026, 2027 and 2028 to Valley Water for one round of review. Valley Water will provide its comments using the *Track Changes* feature in the Microsoft Word file. A final version of the report will be updated following receipt of the Valley Water-reviewed draft document with compiled, non-conflicting comments from Valley Water staff.

Task 12 – Additional Coyote Perc Phase 2 Project Support (NEW)

Consultant will provide additional services to support the completion and construction stage of the Coyote Perc Phase 2 Project.

Task 12.1 – Log Boom Attachment and Upstream Bank Stabilization

Following the Draft 60% Phase 2 submittal, Valley Water requested integration of a log boom structure upstream of the existing radial gates and improved bank stabilization/erosion control on the left bank just upstream of the existing radial gates. Consultant will first develop a brief alternatives memorandum for a log boom structure and bank stabilization options including considerations for type and materials, cost effectiveness, durability and lifespan, anchoring configurations and other tension and support needs, environmental considerations and vehicle/maintenance access. Based on this initial assessment, Consultant will make recommendations for the boom design and bank stabilization features.

Following feedback from Valley Water, Consultant will prepare 60% and Final construction drawings for the log boom feature with additional comment from Valley Water following the 60%

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design stage. Each design stage will be accompanied by an engineer's opinion of probable cost. Subconsultant will provide any structural designs including the anchoring system.

Task 12.1 – Deliverables

1. Log boom and bank stabilization alternatives memorandum
2. 60% design plans and engineer's opinion of probable cost
3. Final design plans and engineer's opinion of probable cost

Task 12.1 – Assumptions

1. Time will include a 1-day site visit for a civil engineer and a structural engineer to investigate anchoring options.
2. Includes 1 day for Stillwater survey team consisting of 2-staff to survey upstream bank surface.
3. Assumes no additional surveys needed other than those indicated.

Task 12.3 – Fish Monitoring Design Support

Following the Draft 60% Phase 2 submittal, Consultant received comments from Valley Water related to design of a concrete staging platform for fish monitoring equipment, associated electrical routing conduits crossing the dam facility, and anchoring systems for VAKI System or Passive Integrated Transponder (PIT) tag array antennae.

Consultant will prepare 60% and Final design details for the staging platform and other fish counting accommodations within the fish lane. Subconsultant will provide any structural design needs, including design of the platform foundation and antennae anchoring.

Task 12.3 – Deliverables

1. 60% design of the fish monitoring staging platform
2. Final design of the fish monitoring staging platform

Task 12.3 – Assumptions

1. Valley Water will provide comments on the 60% design.
2. Consultant will not undertake design of the fish monitoring equipment or any associated electrical engineering, including routing from the dam to the platform, panels or subpanel needs and monitoring system controls.

Task 12.4 – Bid Support and Construction Observation

Consultant will undertake a range of construction-related activities during construction planning and construction of the Coyote Perc Phase 2 Project. Activities and services that Consultant will undertake and provide for this task include the following:

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- Assist Valley Water with review of construction bids documents, participate in pre-bid meeting, respond to contractor questions during the bidding period. Contract award will be in accordance with Valley Water procedure and based on the lowest responsive and responsible bidder s.Conduct site walkthrough and review construction staking prior to initiation of construction activities.
- Make construction observations (geomorphologists and/or engineers) during critical stages of construction, for example, during dewatering and water management plan implementation, excavation, field fitting of grade control and engineered streambed material (ESM) ; provide onsite presence of an engineer or geomorphologist (or botanist in the case of revegetation phases) during these times to observe and document the construction progress; and make real-time decisions about use and placement of materials and design changes that may be necessary based on field conditions.
- Attend bi-weekly construction update meetings with the contractor, permitting consultants, and regulators.
- Respond to Requests for Information (RFIs) from the contractor, Valley Water or permitting agency.
- Review and comment on As-Built surveys and related documentation including markup of construction documentation.
- Continue to meet with the Valley Water project manager on a bi-weekly basis during construction to discuss progress, observations and field notes.

Task 12.4 – Deliverables

1. Written responses to bid-period questions and technical input for addenda
2. Field notes for construction staking walkthrough and construction observation
3. Meeting notes from regular meetings with the contractor and Valley Water's project manager
4. Responses to RFIs and submittals
5. Review of and comment on As-Built Plans

Task 12.4 – Assumptions

1. Consultant will be onsite to observe and advise, but the contractor remains ultimately responsible for construction quality and permit compliance.
2. The site walkthrough and review of construction staking will be limited to 3 days total time (1 day site visit with 2 Stillwater staff and 1 structural subconsultant staff).
3. Total onsite time for construction observation by a geomorphologist or engineer will be limited to 3 weeks.
4. Assume 1-hour bi-weekly contractor update meetings over 9-month total construction window (20 meetings). Attendance by Contractor's Project Manager and Deputy Project Manager. Assume structural sub attends ¼ of all meetings
5. Total of 20 30-minute PM meetings with Valley Water
6. Consultant will not provide full construction management services.

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Task 12.5 – Coyote Perc Phase 2 Maintenance and Monitoring Plan

Consultant will develop a Maintenance and Monitoring Plan for the Phase 2 Coyote Percolation Dam facilities including the fish lane, crest gate, historical channel adjacent to the fish lane and the berm repair area. The plan shall include descriptions and anticipated frequency of various activities including condition surveys, debris management, fish rescue, invasive plant management, operation and care for the crest gate and associated equipment, and annual hydrologic analysis. The plan will include figures related to data collection and survey/monitoring points and cross sections, will outline reporting needs, and provide data collection and reporting templates. Consultant shall undertake an on-site survey to identify observation points, and sections for inclusion in the plan. The maintenance and monitoring plan shall be included as an appendix to the Final Basis of Design Report for the Project. Consultant will prepare draft and final versions of the plan and shall respond to consolidated comments from Valley Water

Task 12.5 – Deliverables

1. Draft Maintenance and Monitoring Plan
2. Final Maintenance and Monitoring Plan

Task 12.5 - Assumptions

1. Scope is for preparation of the plan and excludes plan execution.
2. Excludes design and description of biological surveys such as fish counts.
3. Assumes two staff will survey monitoring points over the course of a single day in the field.
4. Valley Water will provide a single set of consolidated comments to the Draft Maintenance and Monitoring Plan. Stillwater will proceed with a Final Plan upon notification from Valley Water.

8. Attachments

The following Schedule EP, Scope of Services, listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One - Fees and Payments
Revised Attachment Two - Schedule of Completion
Revised Attachment Three - Consultant's Key Staff and Subconsultants
Revised Attachment Four - Reference Materials

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AMENDMENT NO. 2 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **$4,169,706** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed 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.

2. Cost Breakdown (REVISED)

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN					
Task	**Description**	**Original Not-to-Exceed Fees**	**Amendment No.1 (6/25/2025) (+/-)**	**Amendment No. 2 (+/-)**	**Revised NTE Fees Total**
1	Project Management	$183,268	$99,272	$159,065	$441,605
2	Planning and Permitting Support	$500,748	$44,173	$152,907	$697,828
3	Ogier Ponds Restoration Project Technical Support	$367,804	$0	$0	$367,804
4	Phase 2 Coyote Percolation Dam Design	$418,815	$626,471	$0	$1,045,286
5	Live Oak Restoration Reach Design Support and Field Support	$346,974	$0	$0	$346,974
6	Supplemental Services	$182,391	$0	$100,000	$282,391
7	FOCP Monitoring Support	$0	$148,677	$0	$148,677
8	Anderson Dam Seismic Retrofit Monitoring Support	-	-	$149,465	$149,465
9	Permit Required Plans	-	-	$104,979	$104,979
10	Sediment Augmentation and Geomorphic Flows Revised Draft Plan	-	-	$98,658	$98,658
11	Live Oak Monitoring and Maintenance Plan Implementation	-	-	$242,294	$242,294
12	Additional Coyote Perc Phase 2 Project Support	-	-	$243,745	$243,745
Total Not-to-Exceed Fees		$2,000,000	$918,593	$1,251,113	$4,169,706

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AMENDMENT NO. 2 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS

3. Terms and Conditions (UNCHANGED)

A. Payments for services performed, as defined in this Schedule, which applies to the specific Services, will be based on the following terms:

1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

B. **Reimbursable Expenses (UNCHANGED)**

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 as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.

2) Equipment purchased on behalf of Valley Water that costs $50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). 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 costs. 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 (VWPM). For air

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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, 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 (VWPM) 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 plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

5) For staff with rates exceeding the rate of $[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

C. **Prevailing Wage Requirements** [NOT USED] (UNCHANGED)

1) The Scope of Services described in a Task INSERT APPLICABLE TASK NUMBER HERE may be considered by Valley Water to be “Public Works” requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water’s Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

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AMENDMENT NO. 2 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION/STAFF	ORIGINAL HOURLY/ UNIT RATE EFFECTIVE 11/9/2023	HOURLY/ UNIT RATE EFFECTIVE 12/1/24	HOURLY/ UNIT RATE EFFECTIVE 1/22/25	HOURLY/ UNIT RATE EFFECTIVE 3/1/2026
Consultant: Stillwater Sciences				
Principal-in-Charge	$265.00	-	$272.16	$280.59
Principal Scientist/Engineer	$232.00	-	$238.26	$245.65
Senior Scientist/Engineer	$208.00	-	$213.62	$220.24
Associate Scientist/Engineer	$186.00	-	$191.02	$196.94
Assistant Scientist/Engineer	$165.00	-	$169.46	$174.71
Scientist II	$148.00	-	$152.00	$156.71
Scientist I	$136.00	-	$139.67	$144.00
Senior Technician II	$120.00	-	$123.24	$127.06
Senior Technician I	$105.00	-	$107.84	$111.18
Technician/Administrative	$84.00	-	$86.27	$88.94
Subconsultant: GEI Inc.				
Principal-in-charge Grade 8	-	$370.00	$370.00	$381.47
Project Manager Grade 7	-	$330.00	$330.00	$340.23
Senior Engineer – Grade 5	-	$244.00	$244.00	$251.56
Project Professional Grade 4	-	$207.00	$207.00	$213.42
Senior CADD Drafter	-	$184.00	$184.00	$189.70
CADD Drafter	-	$168.00	$168.00	$173.21
Administrative Support	-	$137.00	$137.00	$141.25

REIMBURSABLE COSTS (UNCHANGED)

	ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	**PIECE**	**PER HOUR**	**PER DAY**	**PER WEEK**	**PER MONTH**
GPS RTK GNSS Survey Package	1	N/A	$600	N/A	N/A
Water Quality Meter YSI EXO 2	1	N/A	$300	N/A	N/A
Water Quality Meter YSI Pro DSS	1	N/A	$150	N/A	N/A

Note: Reimbursable Costs are paid at the Actual Cost Rates. These rates will remain fixed for the duration of this Agreement.

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

2. This Agreement expires on December 31, 2028, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.

3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE (REVISED)

Task	Description	Duration From Notice to Proceed Due Date
1	Project Management	Duration of Agreement
2	Planning and Permitting Support	December 2028
3	Ogier Ponds Restoration Project Technical Support	August 2028
4	Phase 2 Coyote Percolation Dam Design	August 2028
5	Live Oak Restoration Reach Design Support and Field Support	December 2027
6	Supplemental Services	Duration of Agreement
7	FOCP Monitoring	January 2027
8	Anderson Dam Seismic Retrofit Monitoring Support	Duration of Agreement
9	Permit Required Plans	Duration of Agreement
10	Sediment Augmentation and Geomorphic Flows Revised Draft Plan	December 2028
11	Live Oak Monitoring and Maintenance Plan Implementation	December 2028
12	Additional Coyote Perc Phase 2 Project Support	December 2028

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AMENDMENT NO. 2 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Ogier Ponds Feasibility Study : Feasibility of Removing Surface Hydraulic Connection Between Coyote Creek and Ogier Ponds (Consultant: Todd Groundwater) March 2018 https://californiarevealed.org/do/07aaf9e7-1e7f-4ea2-9134-1a6e167769d2
4	Draft Environmental Impact Report dated September 1, 2023 https://www.valleywater.org/public-review-documents
5	Final Environmental Impact Report dated February 25, 2025 https://www.valleywater.org/public-review-documents
6	Flosi, G., S. Downie, J. Hopelain, M. Bird, R. Coey, and B. Collins. 2010. California salmonid stream habitat restoration manual. Fourth edition. Prepared by California Department of Fish and Game, Sacramento, California.
7	National Marine Fisheries Service (NMFS) 2023. NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual, NMFS, WCR, Portland, Oregon. Addendum #1.
8	California State Water Resources Control Board. Anderson Dam Seismic Retrofit Project Water Quality Certification. June 29, 2025. https://www.waterboards.ca.gov/waterrights/water_issues/programs/water_quality_cert/docs/2025/adsrp-final-wqc.pdf
9	National Marine Fisheries Service. Anderson Dam Seismic Retrofit Project Biological Opinion. May 29, 2025. https://repository.library.noaa.gov/view/noaa/70708/noaa_70708_DS1.pdf

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AMENDMENT NO. 1 TO AGREEMENT A4932A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND STILLWATER SCIENCES

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 Consultant Agreement A4932A (Agreement) dated November 9, 2023, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and STILLWATER SCIENCES, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently providing professional regulatory permitting services for Valley Water's Anderson Dam Seismic Retrofit Project (ADSRP or Project);

WHEREAS, Valley Water is proceeding with the development of the Phase 2 Coyote Percolation Dam Conservation Measure, and continuing the Federal Energy Regulatory Commission (FERC) Order Compliance Project (FOCP) monitoring efforts associated with Anderson Dam; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to perform additional regulatory permitting services and monitoring activities for the ADSRP; increase the total not-to exceed Fee to provide for additional compensation related to the additional services; modify the Project Schedule for the Consultant's performance in consideration of the added scope and extended term; modify the Agreement retention language; incorporate administrative changes and incorporate terms required by the Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement between the U.S. Environmental Protection Agency (EPA) and Valley Water for ADSRP.

.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement, Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Standard Consultant Agreement, Section Four, Fees and Payments, Subsection 4. Retention, is amended to state as follows:

"4. Retention

A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds $20,000, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two, Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.

B. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final Agreement close out.

C. Consultant may request, and Valley Water may consider and approve, release of retention withheld by Valley Water."

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2. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 22. Appendices, is amended to state as follows:

   "22. Appendices

   The following list of Standard Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

   Appendix One, Additional Legal Terms (REVISED)
   Appendix Two, Dispute Resolution (UNCHANGED)
   Appendix Three, Task Order Template (UNCHANGED)
   Appendix Four, Insurance Requirements (REVISED)"

3. Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 23. Schedule(s) and Attachments, is amended to state as follows:

   "23. Schedule(s) and Attachments

   Schedule EP, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

   Revised Attachment One - Fees and Payments
   Revised Attachment Two - Schedule of Completion
   Revised Attachment Three - Consultant's Key Staff and Subconsultants
   Revised Attachment Four - Reference Materials"

4. Standard Consultant Agreement, Appendix One, Additional Legal Terms, is amended as stated in the Revised Standard Consultant Agreement, Revised Appendix One, Additional Legal Terms, attached hereto and incorporated herein by this reference.

5. Standard Consultant Agreement, Appendix Four, Insurance Requirements, is amended as stated in the Revised Standard Consultant Agreement, Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.

6. Schedule EP, Scope of Services, is amended as set forth in Revised Schedule EP, Scope of Services, attached hereto and incorporated herein by this reference.

7. Schedule EP, Attachment One, Fees and Payments, is amended as set forth in Revised Schedule EP, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.

8. Schedule EP, Attachment Two, Schedule of Completion, is amended as set forth in Revised Schedule EP, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.

9. Schedule EP, Attachment Three, Consultant's Key Staff and Subconsultants, is amended as set forth in Revised Schedule EP, Revised Attachment Three, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.

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10. Schedule EP, Attachment Four, Reference Materials, is amended as set forth in Revised Schedule EP, Revised Attachment Four, Reference Materials, attached hereto and incorporated herein by this reference.

11. All other terms and conditions of the Agreement A4932A, 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. 1 TO AGREEMENT A4932A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

DocuSigned by:
By: Tony Estremera
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Tony Estremera
Chair, Board of Directors

Date: June 24, 2025

ATTEST:
DocuSigned by:
Maximillion Overland
Maximillion Overland, CMC
Acting Clerk, Board of Directors

STILLWATER SCIENCES
Consultant

Signed by:
By: Sapna Khandwala
D9BE393E46DE466...
Sapna Khandwala
President/CEO

Date: 6/3/2025

Firm's Address:
2855 Telegraph Ave., Suite 400
Berkeley, CA 94705

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
ADDITIONAL LEGAL TERMS

1. Conflict of Interest for Future Services (UNCHANGED)

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, or any of its Subconsultants, shall not submit a proposal independently or as part of a team:

A. For any agreement to be awarded for program management, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement;

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 (UNCHANGED)

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

3. Small Business Enterprise (SBE) Outreach Program Participation – NOT USED

4. Task Order Approvals (UNCHANGED)

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 Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.

C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed $50,000. [NOT USED]

D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. [NOT USED]

E. The total not-to-exceed amount for any one Task Order shall not exceed $[NTE Amount]. [NOT USED]

5. Federally Required Clauses (NEW)

Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All

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contracts issued for a project receiving a WIFIA loan are subject to federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Revised Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.

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REVISED STANDARD CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS

WIFIA FEDERAL COMPLIANCE REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all Federal Requirements for a project. Consultant agrees to comply with the following Federal Requirements.

1. DEBARMENT AND SUSPENSION

Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be assessed at http://www.sam.gov. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

2. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

3. CIVIL RIGHTS OBLIGATIONS

Consultant shall comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (424 U.S.C. 20000, *et. seq*)

b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq)*

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d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

e. 40 CFR Part 7, as it relates to the foregoing.

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
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 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

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 A4932A / PB No. VW0352

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

IMPORTANT: The agreement or PB number must be included.

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 A4932A / PB No. VW0352

   IMPORTANT: The agreement or PB 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).

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

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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:

$2,000,000 per claim/ **$2,000,000** 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.

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:

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REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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.

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

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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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REVISED STANDARD CONSULTANT AGREEMENT
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 **($2,000,000)**	
	B.	Cancellation Endorsement	

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
SCOPE OF SERVICES

1. Representatives (REVISED)

A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water shall be addressed to Valley Water Project Manager (VWPM).

Tiffany Chao (VWPM)
Senior Water Resources Specialist
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3107
Cell: (626) 679-2753
Email: tchao@valleywater.org

Wendy Young
Environmental Services Manager
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2478
Cell: (831) 239-7910
Email: wendyyoung@valleywater.org

Ryan McCarter
Deputy Operating Officer
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2983
Email: rmccarter@valleywater.org

B. The Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Katherine Ayres
Senior Director Stillwater Sciences
279 Cousteau Place #400
Davis, CA 95618

Phone: (206) 817-7112
Email: KAyres@stillwatersci.com

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C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Ethan Bell
Vice President; Senior Fisheries Biologist
Stillwater Sciences
895 Napa Ave, Suite B-3
Morro Bay, CA 93442

Phone: (805) 570-7499 ext. 501
Email: ethan@stillwatersci.com

2. Scope of Services (UNCHANGED)

A. This Schedule EP, Scope of Services describes the professional regulatory permitting services to be performed by Consultant for Valley Water's Anderson Dam Seismic Retrofit Project (ADSRP or Project). Upon successful completion of the ADSRP regulatory permitting services, Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant to provide construction phase support services. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives (UNCHANGED)

A. The objectives of the Project, consistent with Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD) dam safety requirements, are to:

1) Seismically retrofit and maintain the dam so that Valley Water may continue to operate it at capacity. This objective would be achieved by:

a. Replacing the existing dam to withstand the maximum credible earthquake (MCE) on the Calaveras and Coyote Creek Range Front Faults;

b. Replacing the existing spillway to meet FERC and DSOD safety requirements related to the safe passage of a probable maximum flood (PMF); and

c. Replacing the outlet works to meet current DSOD outlet works requirements and accommodate fault offset.

2) Improve cost efficiency of dam operations by decommissioning the hydroelectric facility.

3) Avoid and minimize environmental effects of construction and operations.

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4. Project Background (UNCHANGED)

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. 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 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. Anderson Dam and Reservoir is a major water supply facility located adjacent to the City of Morgan Hill, California, about 18 miles southeast of San Jose. Anderson Reservoir is the largest of the ten reservoirs owned and operated by Valley Water and provides a greater water storage capacity than the other nine reservoirs combined. It is thus a critical facility to Valley Water and to the communities it serves. The dam was completed in 1950 as a zoned, rockfill embankment. It has a maximum height of approximately 240 feet and impounds up to 90,373 acre-feet (AF) of water at its maximum reservoir operating elevation.

C. Anderson Dam and Reservoir is subject to dam safety regulation by the DSOD and FERC as FERC Project 5737. Anderson Dam is classified under FERC guidelines as a "High Hazard Potential" dam due to the potential incremental loss of life should failure occur. Between 2008 and 2012, several dam safety deficiencies associated with seismic shaking, fault offset, flood capacity, and emergency drawdown capabilities were identified. The presence of liquefiable materials in the embankment and foundation of the dam could result in major slumping and failure of the embankment following a future large earthquake and the presence of active faults in the foundation that could rupture the existing low-level outlet. The spillway has inadequate capacity to safely pass large floods and the outlet does not have sufficient capacity to quickly draw down the reservoir during floods or other emergency events.

D. The purpose of the ADSRP is to seismically retrofit, maintain, and operate Anderson Dam and Reservoir to meet FERC and DSOD safety requirements, thereby allowing Valley Water to maximize water supply and related incidental benefits, while avoiding and minimizing environmental impacts of the implementation of those safety directives and requirements. The ADSRP will require an extensive environmental compliance process, including evaluation under California Environmental Quality Act (CEQA) and regulatory permits.

E. As part of the ADSRP, the project consists of conservation measure components including the Ogier Ponds Conservation Measure, Maintenance Activities, at the Live Oak Restoration Reach, Phase 2 Coyote Percolation Dam Conservation Measure, and the Sediment Augmentation Project. One of the conservation measures is the Phase 2 Coyote Percolation Dam Conservation Measure. The first phase of the improvements at Coyote Percolation Dam was completed under FOCP, known as the Phase 1 Coyote Percolation Dam Replacement Project. The Phase 1 Coyote Percolation Dam Replacement Project consisted of replacing the existing flashboard dam with a

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motorized bladder dam. The second phase, is known as the Phase 2 Coyote Percolation Dam Conservation Measure. The Phase 2 Coyote Percolation Dam Conservation Measure includes constructing a fish lane designed to provide passage over the newly installed bladder dam. This will require support from the Consultant to develop the Phase 2 Coyote Percolation Dam Conservation Measure features such as the radial gates and channel tie-in.

F. On October 21, 2024, FERC issued the Notice of Intent to prepare an Environmental Impact Statement and the environmental review schedule for ADSRP. The environmental schedule resulted in adjusting Valley Water's anticipated start date for ADSRP construction from April 2026 to January 2027. Additionally, the project team encountered unforeseen site conditions that resulted in additional regulatory reviews that had extended the FOCP. ADSRP will require additional regulatory services to ensure Valley Water remains in compliance with the regulatory requirements and continues to meet the necessary steps to start of ADSRP in January 2027.

5. Project Delivery Approach (REVISED)

Valley Water plans to deliver the ADSRP by utilizing the retained independent, separate consulting firms as described below:

A. Project Management Consultant (PMC Team) led by Black & Veatch Corporation has been retained to assist with managing and overseeing the delivery of the ADSRP Project at the direction of Valley Water.

B. Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc. (HDR), was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities; defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors (Board).

   HDR Engineering, Inc.'s consultant agreement with the District was amended to reduce its scope, which has now been completed, consistent with HDR's completed Project role. The District's Consultant Agreement with HDR expired on April 30, 2021.

C. Design Consultant (Design Team), led by URS Corporation, DBA URS Corporation Americas, was retained to perform design services in compliance with Valley Water, DSOD, and FERC requirements in support of the Project, including developing the Project design, preparing construction documents, and providing engineering support for the bid process and during the construction phases of the Project.

D. Environmental Consultant (EC or Environmental Team) led by Horizon Water and Environment, LLC (Horizon) prepared initial drafts of the Draft EIR. On November 1, 2021, Horizon was acquired by Montrose Environmental Group, Inc., and has continued

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to operate as a separate legal entity and wholly owned subsidiary of Montrose Environmental Group, Inc. since that date.

On September 21, 2023, an amendment to the agreement was executed with Horizon to significantly reduce the environmental planning and regulatory permitting scope of services to be performed after release of the Draft Environmental Impact Report (EIR) for public review.

E. A second Environmental Consultant (EC or Environmental Team) led by Rincon Consultants, Inc. (Rincon) was retained on July 13, 2023 to provide additional resources for technical editing, quality assurance, quality control, finalization of select sections, and document production of the initial Draft EIR sections prepared by Horizon. An amendment to the agreement directed Rincon to assist with the initial preparation of response to comments on the Draft Environmental Impact Report (EIR), and provide technical modeling support of select EIR sections. EC will also provide draft EIR materials related to air quality, greenhouse gas, and noise impact analyses. The District's Consultant Agreement with Rincon expires on December 31, 2025. A separate Agreement was executed with Rincon Consultants, Inc. (Rincon) effective April 23, 2024, to provide environmental planning and permitting services to produce the Final EIR, complete the CEQA process, support possible environmental documentation required under the National Environmental Policy Act, and perform environmental planning tasks that may arise for other Project environmental approvals.

F. Construction Management Consultant (CM or Construction Manager), led by COWI North America, Inc., was retained to oversee the Anderson Dam Tunnel Project (ADTP) construction contract and coordinate with the Design Consultant during construction in conformance with the Design Consultant's engineering plans and specifications, stamped and signed by a registered engineer; DSOD and FERC's construction inspection and monitoring requirements; the Valley Water-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and ADTP Project close-out in accordance with Valley Water requirements.

G. An additional Environmental Consultant (EC or Environmental Team), Stillwater Sciences (Stillwater) has been retained to provide regulatory permitting services, creek restoration modeling and design support for Project conservation measures, federal Endangered Species Act Section 7 consultation for fisheries resources, biological monitoring of fisheries resources for FERC Order Compliance Project environmental compliance, and general environmental support services for fisheries resources topics, as needed.

H. Another Environmental Consultant (EC or Environmental Team), H.T. Harvey and Associates (HT) has been retained to provide state and federal regulatory agency permit application development and processing, Santa Clara Valley Habitat Plan compliance documentation, terrestrial habitat restoration design support, biological monitoring of terrestrial natural resources for FERC Order Compliance Project environmental compliance, and general environmental support services for terrestrial natural resources topics, as needed.

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6. Assumptions and Requirements (UNCHANGED)

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 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, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation, and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

   a. Valley Water Standardization Requirements

      (1) 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 and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

      (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

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 the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting notes 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

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procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

5) **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.

6) **Document Control**. Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Controls Program).

7) **File Exchange Service**.

a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program), accessible to all parties as designated by Valley Water, to facilitate communications.

b. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) to address any firewall issues and/or permissions required to allow for these communications.

B. **Project-Specific Assumptions and Requirements (UNCHANGED)**

None

7. Scope of Services Tasks (REVISED)

Task 1 - Project Management

1.1 The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule EP, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule EP, Attachment Two, Schedule of Completion, while ensuring that all services, meetings, and deliverables by the Consultant meet Valley Water and Project requirements.

This task includes additional meetings through December 31, 2026, including but not limited to Valley Water internal meetings, inter-agency meetings, coordination and communication tasks with appropriate regulatory or other agencies, as necessary, coordination calls and email correspondence with regulatory or other agencies, participation in Technical Work Group (TWG) meetings (including support in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the TWG facilitator, and reviewing meeting notes), and attendance at Executive TWG meetings (including strategic planning with Valley Water for agenda, approach, and materials for those meetings), kick-off meetings for

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project components, and any other required meetings to coordinate the additional scope of work in this amendment.

1.2 This includes general project management activities and associated meetings including but not limited to Valley Water internal meetings, inter-agency meetings, coordination and communication tasks with appropriate regulatory or other agencies, as necessary, coordination calls and email correspondence with regulatory or other agencies, participation in Technical Work Group (TWG) meetings (including support in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the TWG facilitator, and reviewing meeting notes), and attendance at Executive TWG meetings (including strategic planning with Valley Water for agenda, approach, and materials for those meetings).

Task 1 - Deliverables

1. Monthly Status Reports
2. Attendance at Valley Water internal and agency meetings as directed by Valley Water
3. Meeting Agendas, Minutes, including review of comments, and Presentations
4. Email and phone calls with Valley Water staff and/or agency staff as directed by Valley Water
5. Agenda review and meeting notes, follow-up correspondence, and action items as directed by Valley Water
6. Monthly invoices and progress summaries
7. Project Schedule and Action Item tracking with project leads

Task 1 - Assumptions

1. Six in-person meetings at Valley Water headquarters and any additional ones are assumed to be virtual.

2. Ten hours per month of participation by the Principal-in-Charge in meetings (includes attendance, prep and follow-up) in the first year, and 2.5 hours in Years 2 3, 4, and 5.

3. Five hours per month for other project management staff attendance at meetings (including prep and follow-up) in the first year, and 1.25 hours in Years 2, 3, 4, and 5.

Task 2 – Planning and Permitting Support

2.1 Consultant will provide technical support for fisheries resources to Valley Water during planning, permitting, and compliance processes, including impact assessment, developing project designs and plans, and preparing additional documents required for permit applications.

Task 2 – Deliverables

1. Biological Evaluation (BE) responses to comments related to aquatic resources (in the form of a comment response table)
2. Environmental Impact Report (EIR) Fisheries Resources responses to comments (in the form of a comment response table)
3. Final National Marine Fisheries Service (NMFS) Biological Evaluation
4. Final ADSRP EIR Fisheries Resources Impact Analysis

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5. Final ADSRP EIR Fisheries Technical Appendix
6. Other permitting deliverables at Valley Water's discretion
7. Supplemental information for NMFS Biological Opinion (BO) as needed
8. Supplemental CEQA document(s) as needed – Fisheries Resources Impact Analysis, Alternatives, and Cumulative Impacts sections
9. Other permit plans at Valley Water's discretion within time and materials limitations including as-needed support for incorporation of restoration design information from the Live Oak Restoration Reach Project, Phase 2 Coyote Percolation Dam Conservation Measure, and the Ogier Ponds Restoration Design into permitting and planning documents.
10. Review fisheries-related sections of FERC's National Environmental Policy Act (NEPA) document
11. Review fisheries-related sections of EPA's NEPA document

Task 2 – Assumptions

1. Permitting and planning labor requested beyond the budget labor would require a budget amendment, particularly if the number of comments and technical complexity far exceeds the expectations (e.g., require in-depth quantitative analysis/modeling) of this scope and budget or the Proposed Action in the BE and/or the Project Description in the EIR are modified in a way that substantially changes the level of effects/impacts to fisheries resources.

2. Administrative record of references will include electronic references. For references that have a cost, the budget for these will be included in this task as expenses.

3. Consultant will develop documents, provide document reviews and revisions, and supplemental information up to the budgeted amount. Permitting and planning labor requested beyond the budgeted not-to-exceed amount will require a budget amendment.

4. Administrative record of references will include electronic references. For references that have a cost, the budget for these will be included in this task as expenses.

Task 3 – Ogier Ponds Restoration Project Technical Support

3.1 Hydrology and Land Cover Study (Model Prep) - Consultant will use known flow release values from Anderson Dam Fish and Aquatic Habitat Collaborative Effort (FAHCE-plus modified rule curves) combined with data from the Madrone gage, information from groundwater and surface water reports, defined Habitat and Geomorphic Flows from the BE, and fish passage exceedance flows developed by Valley Water to establish modified return interval flood flow, modified habitat and geomorphic flows, and modified fish passage flows for the Ogier Pond Reach of Coyote Creek. Consultant will develop a Manning's roughness map (land cover mapping) Modeling Alternative 5, Alternative 6, and existing conditions.

Task 3.1 - Deliverables

1. Hydrology Table
2. Land Cover (roughness) Figures for existing and proposed conditions (two alternatives)
3. Draft technical memorandum of the Ogier Ponds Restoration Project Hydrology and Land Cover Study which would include roughness factor(to become final technical memorandum in subtask 3d) (approximately 6 pages)

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Task 3.1 – Assumptions

1. Flow variation due to groundwater interactions is characterized at a level of detail sufficient to include in hydraulic modeling simulations. Flow variation due to groundwater can be averaged along ¼ mile segments of the project area for a total of 6 sub reaches with unique groundwater interactions.

2. Lateral variations in groundwater will not be factored into the 2-Dimensional (2-D) model.

3. 2020 Santa Clara County Light Detection and Ranging (LiDAR) will be used for model terrain development & design surfaces.

4. The roughness map can be done with available landcover data, imagery, and LiDAR via desktop delineation methods.

5. The Draft technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.

6. The Draft technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public-facing documents are compliant with the Rehabilitation Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

Task 3.2 - Preliminary Design Analysis

3.2.1 **Ponds 1 and 2 Overtopping structure(s) -** Consultant will develop design criteria for the overtopping structure at the upstream extent of Pond 2 or Pond 1, coincident with the upstream extent of the new channel realignment for both alternatives. Consultant will work with Valley Water to establish the maximum flow capacity in the proposed channel for both alternatives such that flooding does not occur in adjacent developments and dwellings. Consultant will use Manning's equation, appropriate weir equations, and conservation of mass (continuity) equations to develop a range of crest elevation and width criteria for the overtopping structure such that high flows are routed through Ogier ponds to keep flows below the maximum flow capacity threshold in the proposed channel (approximately 2,000 (cubic feet per second) (CFS). From the design criteria range developed in this task, Consultant will select up to two geometries (iterations) for each overtopping structure (Pond 1 and Pond 2) to include in model simulation runs for the proposed conditions.

3.2.2 **Pond 4 Outlet Structure -** Consultant will develop design criteria for an outlet structure at the downstream extent of Pond 4 such that flood flows routed through Ogier ponds are returned to Coyote Creek at the downstream end of Pond 4. Consultant will develop

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design criteria for the outlet structure assuming that it is comprised of screened culverts and an emergency overtopping weir component. Consultant will select three geometries (iterations) for the outlet structure to include in model simulation runs for proposed conditions. Consultant will also describe appropriate fish screening measures for the outlet structure.

Task 3.2 – Deliverables

1. 4-page section added to draft technical memo (to become final technical memo), with the following items:

   a. Two tables listing design geometries of the overtopping structure and outlet structure and flow split relationship with respect to total flow for each
   b. Two figures showing simple schematic line drawings (to scale) of cross section and profile view of the overtopping structure and the outlet structure
   c. One paragraph description of each outlet structure

Task 3.2 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.

2. The outlet structure will be a large-diameter culvert array with an emergency overtopping weir component.

3. Detailed drawings and 3-Dimensional (3D) designs of the outlet structures are not included as part of this analysis.

Task 3.3 – Hydraulic Modeling

3.3.1 Consultant will create a 2-D model of the Ogier Pond Reach in Hydraulic Engineering Center River Analysis System (HEC-RAS), with a total model domain of approximately 1.5 miles in length and 0.5 miles in width. Consultant will model existing conditions, Alternative 5 conditions, and Alternative 6 Conditions for the full suite of flows developed in Subtask 3a. Consultant will model three geometries (as described in Subtask 3.2) for the overtopping structure between the proposed Coyote Creek alignment and Ogier Ponds for flood flows only under the FAHCE-plus conditions. Consultant will work with the Valley Water Ogier Pond Project team to select 3 iterations of the overtopping structure based on the design criteria range developed in Subtask 3.2 to incorporate into the model simulation runs for alternative 5 and 6.

3.3.2 Consultant will factor in variations in flow due to groundwater interactions throughout the project reach based on referenced reports including the consultant, TODD Groundwater's report for Ogier Ponds.

Task 3.3 - Deliverables

1. A section (Up to 14 pages) and appendix will be added to the Draft Technical Memo (to become the Final Technical Memo). The section will include descriptions of hydraulic

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modeling methodology, model inputs, groundwater characterization, calibration, and results including 10 key results figures from the Appendix.

2. Hydraulic modeling appendix with up to 47 figures (up to 24 created in GIS and remaining portion of figures available as plan view outputs from HEC-RAS) including:

    a. Figures of depth and velocity for Alternative 5 and 6 for two flood flow scenarios, to be determined by Valley Water (8 figures)
    b. Figures of depth and velocity for Alternative 5 and 6 for up to three habitat and geomorphic flow scenarios determined by Valley Water (up to 12 figures)
    c. Figures of depth and velocity for Alternative 5 and 6 for up to three fish passage flow scenarios determined by Valley Water (up to 12 figures)
    d. Figures of water elevation profiles for 8 select flows for Alternative 5 and 6 (to correspond to selected flows above) (2 figures)
    e. Figures of 10 model-output cross-sections showing the 8 selected flows, for Alternatives 5 and 6, corresponding to either known Federal Emergency Management Agency (FEMA) cross-sections for flood flow comparisons or at areas of particular interest of habitat, geomorphic, or fish passage performance (20 cross sections, up to 5 figures)
    f. Figures showing depth and shear stress for two design flows at the overtopping structure and the outlet structure using the final/optimized iteration of geometry for each (up to 8 figures)
3. Electronic hydraulic model files with descriptions

Task 3.3 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.

2. Up to 25 flows for 3 terrains and 3 iterations of overtopping structure for flood flows, flow runs not to exceed 95 total runs.

3. Post-processing in Geographic Information System (GIS) for up to 24 figures as needed for planning-level study to be conducted by Valley Water.

Task 3.4 - Design Recommendations (Fish Habitat, Fish Passage, Geomorphology, and Hydraulic Structures)

3.4.1 Consultant will provide recommendations to Valley Water in the form of a technical memo, email correspondence, virtual meetings, and in-person site visits. Consultant will use the findings of the design analysis (Subtask 3.2), hydraulic modeling (Subtask 3.3) and results of Consultant, Environmental Science Associates sediment transport modeling for alternatives 5 and 6 to qualitatively evaluate and make recommendations for:

    1. Management of non-native species in the form of fish screens for outflow culverts from adjacent ponds
    2. Creation of suitable spawning and rearing habitat for native species, primarily federally listed steelhead
    3. Fish passage performance for native species (steelhead, and Pacific lamprey) through Alternative 5 and Alternative 6 channel features

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4. Geomorphic considerations including channel sinuosity, throughput of sediments (sediment transport), erosion and avulsion risk areas, and recommendations for sediment management including sediment augmentation considerations.
5. Consultant will summarize the final geometry (optimized based on model iteration) of the overtopping structure and the outlet structure and include recommendations for refinement and erosion prevention at the structure locations.
6. Consultant will provide general recommendations for environmentally compliant dewatering during construction.

Task 3.4 – Deliverables

1. Final technical memorandum including sections from Subtasks 3.1, 3.2, and 3.3. (approximately 26 pages)

Task 3.4 – Assumptions

1. Up to two site visits for two Consultant staff.

2. Up to 10 virtual meetings.

3. The final technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.

4. The final technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public facing documents are compliant with the Rehabilitation Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

Task 4 – Phase 2 Coyote Percolation Dam Design

A. Consultant will provide modeling and engineering support for the Coyote Percolation Dam Phase 2 Fish Passage Enhancements design. The fish passage will be designed by Valley Water to meet applicable NMFS National Oceanic and Atmospheric Administration (NOAA) Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS 2023) and the California Department of Fish and Wildlife (CDFW) California Salmonid Stream Habitat Restoration Manual (Love and Bates 2009) fish passage criteria for adult and juvenile steelhead/salmonids.

B. As part of the FERC-Order Compliance Project (FOCP), Valley Water is undertaking improvements to the Coyote Percolation Facility referred to as Phase 1 of the Coyote Percolation Dam and Fish Ladder Operations Renovations. Phase 1 includes replacing the existing flashboard dam with an inflatable bladder dam, along with improvements to

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the existing fish ladder to provide fish passage during interim operations of the facility during Seismic Retrofit Improvements.

C. Under Phase 2, Valley Water plans to construct a roughened ramp fishway extending up to the spillway to allow for improved fish passage over the deflated bladder dam over a range of flow conditions, including necessary alterations to the existing facility to provide adequate flow depths and velocities across the foundation, apron, and deflated bladder dam. This task also includes the designs to tie the downstream end of the fish lane into the main stem channel of Coyote Creek. Based on a conceptual design developed under a separate contract, as well as updates to the existing HEC-RAS 2D hydraulic model developed by Valley Water staff, Consultant will provide modeling and engineering support to design the new roughened ramp fishway and bypass channel. Consultant will work with Valley Water staff, NMFS, and CDFW representatives to develop preliminary through 100 percent Phase 2 designs for the Coyote Percolation Dam to allow continued percolation pond operations, while meeting the NMFS and CDFW requirements for fish passage of adult and juvenile steelhead/salmonids.

Task 4.1 - Hydraulic Modeling

Based upon field surveys to be conducted by Valley Water staff, Consultant will extend the model domain of the existing HEC-RAS 2D model for Coyote Creek to encompass the historical channel alignment downstream to the Highway 101 overpass, increasing the modeled reach in Coyote Creek by approximately 1,600 ft. Modeling will be conducted for the existing conceptual design and up to two iterations that may include modifications to the roughened ramp fishway, radial gate bypass structure, roughened approach channel, and attractant pool. Six flow conditions will be modeled, including the design maximum as well as seasonal flow requirements corresponding to NMFS and CDFW design flow criteria for steelhead, as well as Pacific lamprey.

Task 4.1 – Deliverables

1. Hydraulic modeling of up to three design surfaces and six flow scenarios (one would be existing, and two of them would be Alternative 5 and Alternative 6)
2. Figures of the staff recommended alternative to be developed for use in the planning study report and optimized design, and will include at a minimum depth, velocity, and shear stress outputs in plan view. Figures will also include hydraulic profile plots of fish passage routes within the model domain.

Task 4.1 – Assumptions

1. Two virtual coordination meetings with Valley Water and technical team.

2. Valley Water will provide site survey data of the existing Pond 10B breach and lower Coyote Creek upstream of Hwy 101 to expand the existing model domain.

3. Initial modeling results to be completed within six weeks of delivery of survey data and existing HEC-RAS 2D model files.

4. Modeling of existing conceptual design and up to two design iterations.

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Task 4.2 - Preliminary Design

4.2.1 Consultant will meet with Valley Water and technical team members (including NMFS and other agency staff as appropriate) in up to three coordination meetings to discuss preliminary design concepts that will allow the facility to be operated at a range of flows and water surface elevations while meeting NMFS and CDFW fish passage criteria. Consultant will provide up to two design iterations of the existing conceptual design to allow model simulations to be conducted (See Task 4.1).

4.2.2 Following Valley Water's completion of preliminary design and modeling, Consultant will prepare a Draft Preliminary Basis of Design Report that will include the plan and profile plots for the design iteration that best meets the overall design function. The Draft Preliminary Basis of Design Report will summarize the following:

a. Background and Project Understanding
b. Dam Hydrology
c. Summary of Modeling Results and Fish Passage Analyses
d. Discussion and Alternatives Recommendation for detailed design

4.2.3 Based on a consolidated set of non-conflicting Valley Water staff and legal comments, the Draft Preliminary Basis of Design Report will be revised by Consultant as a Draft Final version for subsequent review. Based on a consolidated set of non-conflicting Valley Water staff and legal comments on the Draft Final version, a Final Preliminary Basis of Design Report will be prepared by Consultant that can be distributed to the broader technical team members (e.g., NMFS and CDFW staff). The Final Preliminary Basis of Design Report will be submitted to Valley Water with electronic versions of plan and profile sheets of the recommended design as well as supporting CAD files.

Task 4.2 – Deliverables

1. Draft Preliminary Basis of Design Report (electronic submittal)
2. Draft Final Preliminary Basis of Design Report (electronic submittal)
3. Final Preliminary Basis of Design Report (electronic submittal)
4. Plan and Profile sheets of the recommended alternative with supporting CAD files that will be provided as an electronic submittal

Task 4.2 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables will not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to three virtual coordination meetings with Valley Water and technical team.

3. Valley Water will provide Consultant with existing survey data of the Phase 2 design area in standard point format (.csv, .txt or within a .dwg file) for development of a digital elevation model (DEM) and designs.

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4. Valley Water will provide Consultant with CAD standard formats and guidelines.

5. No geotechnical or structural engineering analyses is included in this task.

6. Preliminary design will evaluate fish passage criteria for adult and juvenile. steelhead/salmonids and lamprey and will be based on the versions indicated below:

   a. NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS February 2023)
   b. California Salmonid Stream Habitat Restoration Manual, Part XII Fish Passage Design and Implementation (CDFG 2009)
   c. Practical guidelines for incorporating adult Pacific lamprey passage at fishways, Version 2.0 (Lamprey Technical Workgroup 2022)

7. Two drafts and one final version of the Preliminary Basis of Design Report. Assumes review will be conducted by Valley Water technical team only, with comments provided as a single set of non-conflicting comments for each review cycle.

8. Consultant will revise and finalize the Basis of Design report within four weeks of receipt of comments by Valley Water and legal team for each draft cycle.

9. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.

10. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

11. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the designs will be limited to one additional modeling iteration.

12. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.3 - 60 Percent Design Plans, Specifications, Estimate (PSE), and Basis of Design (BOD) Report

4.3.1 In consultation with Valley Water and based upon hydraulic modeling results of the preliminary design, and comments submitted by Technical Working Group (TWG) members (including NMFS or other agency staff) on the Final Preliminary Basis of Design Report from Subtask 4.2, Consultant will incorporate any refinements to the recommended alternative. Consultant will generate 60 percent design plans, technical specifications, and engineer's cost estimate. The design plans at the 60 percent level will include the following sheets:

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a. Title Sheet, General Notes,
b. Survey Layout including Survey Datums and Rights of Way
c. Site Utilities Plan (Underground and Overhead)
d. Existing Conditions & Demolition Plan
e. Grading Overview Plan
f. Staging, Access, and Creek Diversion and Dewatering Plan

4.3.2 Consultant will provide an administrative review version of the 60 percent design plans (including the technical specifications and engineer's cost estimate) and a draft Final Basis of Design Report to Valley Water for review. Based on a consolidated version of Valley Water staff comments, Consultant will revise the 60 percent design plans and the draft Final Basis of Design Report for distribution of Final 60 percent design plans and Final Basis of Design Report to the technical team. The Final 60 percent design plans (including the technical specifications and engineer's cost estimate) and Final Basis of Design Report will be electronically submitted to Valley Water with the 60 percent design plans in CAD format.

Task 4.3 – Deliverables

1. Draft and Final Basis of Design Report (electronic submittal)
2. Draft and Final 60 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

Task 4.3 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to two virtual coordination meetings with Valley Water and technical team.

3. Any geotechnical or structural engineering required will be conducted by Valley Water or other subcontractor and is not included in this scope.

4. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.

5. Draft and Final Basis of Design Report, including any updated modeling results, 60 percent design plans, technical specifications and engineer's cost estimate will be provided to Valley Water electronically.

6. Valley Water staff and attorney comments on 60 percent designs will be provided as a single set of non-conflicting comments.

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Task 4.4 - Final Design Plans and Specifications

4.4.1 Consultant will prepare draft and final versions of the 90 and 100 percent design plans in coordination with Valley Water. Based on a consolidated version of Valley Water staff and attorney comments on the 90 percent design plans and Final Basis of Design Report, and comments received by TWG members (including NMFS or other agency staff), Consultant will finalize the 100 percent designs and Basis of Design Report.

4.4.2 Consultant will attend up to four coordination meetings with Valley Water and technical team members (including agency staff as appropriate) as Consultant develops the 90 percent and 100 percent design plans. Consultant will include an updated and Final Engineer's Estimate of probable construction costs.

Task 4.4 – Deliverables

1. 60 Percent Design and 90 Percent Design responses to NMFS and CDFW technical comments
2. Draft and Final 90 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)
3. Draft and Final versions of an Amended Final Basis of Design Report (if required).
4. Draft and Final 100 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

Task 4.4 – Assumptions

1. Because Project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Consultant will respond to NMFS and CDFW technical comments on the 60 percent and 90 percent design plans (including the technical specifications and engineer's cost estimate) and the Final Basis of Design Report.

3. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

4. Up to three virtual coordination meetings with Valley Water and technical team.

5. Valley Water and any attorney comments on the 90 percent and 100 percent Designs will be provided as a single set of non-conflicting comments for each review cycle.

6. Assumes comments from NMFS and CDFW on the 90 percent or 100 percent design.

7. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

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8. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the 90 percent designs will be limited to one additional modeling iteration.

9. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.5 - Operations Support

Based on the final design and supporting modeling, Consultant will provide recommendations for facility operations and other as-needed support for project permitting in the form of areas, volumes, linear feet, and other quantity take-offs from the design plans. Deliverables will be coordinated with Valley Water for appropriate phasing, as requested by Valley Water.

Task 4.5 – Deliverables

1. Technical memoranda, emails, and copies of existing files as required to support information requests (electronic submittals)

Task 4.5 – Assumptions

1. Up to three virtual coordination meetings with Valley Water and permitting team.

2. Permitting support will be provided on a time and materials basis up to about 109 hours of support time.

Tasks 4.6 – Radial Gate and Attractant Pool: 30 Percent Design

4.6.1 Radial Gate and Attractant Pool Hydraulic Model

Consultant will develop designs for the radial gate and attractant pool area to deliver designs for the radial gate replacement component. Consultant will prepare a 2-Dimensional (2-D) hydraulic model of the proposed radial gate and attractant pool reconfiguration.

4.6.2 30 Percent Design of Radial Gate and Attractant Pool Area Reconfiguration

Consultant will prepare Draft 30 Percent Design plans including layout and up to three sections demonstrating the intended layout and will prepare an engineer's opinion of probable cost. These will be integrated into the Draft Reconfiguration 30 Percent BOD Report.

Based on consolidated comments from Valley Water staff on the Draft Reconfiguration 30 Percent BOD Report, the Consultant will prepare the Final Reconfiguration 30 Percent Design Plans and a Final Reconfiguration 30 Percent BOD Report that can be distributed to the TWG. The Final Reconfiguration 30 Percent BOD Report will be submitted to Valley Water with electronic versions of plan and profile sheets of the recommended design.

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4.6.3 Radial Gate Replacement 30 Percent Design

The Consultant will lead the 30 percent radial gate replacement design, including review of existing information and drawing sets and a site visit to confirm built condition and examine structural details and condition. The Consultant will develop alternatives and prepare a 30 Percent Feasibility Report. This report will be incorporated as an appendix into the Reconfiguration 30 Percent BOD Report. The Consultant will also develop Draft Radial Gate Replacement 30 Percent Design documents for the radial gates. These will include draft specifications to address modifications to the existing structure and a Class 5 cost estimate as defined by American Association of Cost Engineering. Last, the Consultant will prepare a Final Radial Gate Replacement 30 Percent Design based on consolidated Valley Water staff comments on the Draft 30 Percent Design documents.

Task 4.6 – Deliverables

1. Draft and Final Reconfiguration 30 Percent BOD Report including Hydraulic model results
2. Draft and Final 30 Percent Design plans for radial gate and attractant pool area reconfiguration and engineer's opinion of probable cost; included in Draft and Final Reconfiguration 30 Percent BOD Report.
3. Radial gate replacement 30 Percent Feasibility Report including Draft and Final 30 Percent Design plans for the radial gate replacement with structural details specifications and preliminary costs; incorporated into Draft and Final Reconfiguration 30 Percent BOD Report.

Task 4.6 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to two virtual coordination meetings with Valley Water and technical team.

3. Up to 2 surface design iterations for the configuration Radial Gate and Attractant Pool Area Hydraulic Model.

4. Consultant will use Valley Water CAD standard formats and guidelines (already provided under a separate contract).

5. The Reconfiguration 30 Percent Design will evaluate downstream fish passage conditions for the radial gate replacement and upstream passage up to the attractant pool and entrance to the fish ladder based on NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS February 2023) and California Salmonid Stream Habitat Restoration Manual, Part XII Fish Passage Design, and Implementation (Flosi et al. 2010).

6. Passage through the fish ladder alone will not be evaluated (i.e., no evaluation for flows below 25 cfs).

7. All deliverables will be provided to Valley Water electronically.

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8. For all deliverables, one round of review will be conducted by Valley Water with comments provided as a single set of non-conflicting comments for each review cycle.

Tasks 4.7 – Radial Gate and Attractant Pool: 60 Percent Design

4.7.1 Radial Gate and Attractant Pool Area Reconfiguration
Consultant will refine the recommended design by incorporating TWG comments on the Final Reconfiguration 30 Percent BOD and hydraulic modeling results in collaboration with Valley Water generating the Reconfiguration 60 Percent Design plans, draft technical specifications, and engineer's opinion of probable cost.

Consultant will provide the Draft Reconfiguration 60 Percent Design plans and a Draft Reconfiguration 60 Percent BOD Report along with responses to TWG comments to Valley Water for review. Based on Valley Water staff comments, Consultant will prepare the Final Reconfiguration 60 Percent Design plans and a Final Reconfiguration 60 Percent BOD Report.

4.7.2 Radial Gate Replacement
The Consultant will refine the Radial Gate Replacement Design in consultation with Valley Water based on TWG comments on the Final Radial Gate Replacement 30 Percent BOD Report from Subtask 4.6.3. The Consultant will generate Radial Gate Replacement 60 Percent Design plans, technical specifications, and engineer's opinion of probable cost.

The Consultant will provide Draft Radial Gate Replacement 60 Percent Design plans and a Draft Radial Gate Replacement 60 Percent BOD Report (including the draft technical specifications and engineer's opinion of probable cost) and responses to TWG comments on the Draft Radial Gate Replacement 30 Percent BOD Report to Valley Water for review. Based on Valley Water staff comments, the Consultant will prepare Final Radial Gate Replacement 60 Percent Design plans and a Final Radial Gate Replacement 60 Percent BOD Report.

Tasks 4.7 – Deliverables

1. Draft and Final Reconfiguration 60 Percent BOD Report and Draft and Final Reconfiguration 60 Percent Design Plans, for the radial gate and attractant pool area reconfiguration.
2. Draft and Final Radial Gate Replacement 60 Percent Technical Report and Draft and Final Radial Gate Replacement 60 Percent Design plans.
3. Responses to TWG comments in table format

Tasks 4.7 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to 3 virtual coordination meetings with Valley Water and consultant technical team.

3. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to

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refinements to the Subtask 4.6.1 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Reconfiguration BOD Report.

4. All deliverables will be provided to Valley Water electronically.

5. Valley Water staff and technical team comments on draft 60 percent designs will be provided as a single set of non-conflicting comments.

6. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water in table format. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

7. Consultant team will respond to one round of comments from TWG participants on the Final Reconfiguration and Radial Gate Replacement 30 Percent BOD Reports. Responses to up to 30 comments will be included in the Draft Reconfiguration and Radial Gate Replacement 60 Percent BOD Reports in table format.

Tasks 4.8 – Radial Gate and Attractant Pool Area Final Design Plans and Specifications

Consultant will advance the design of the radial gate and attractant pool area reconfiguration and collaborate with structural consultant to deliver the radial gate replacement component, each to a 100 percent design level.

4.8.1 Radial Gate and Attractant Pool Area Reconfiguration
Consultant will prepare Reconfiguration 90 and 100 Percent Design plans for the radial gate and attractant pool area in coordination with Valley Water. Consultant will finalize the Reconfiguration 100 Percent Design plans and prepare the Final Reconfiguration BOD Report that will include an updated final engineer's opinion of probable costs.

4.8.2 Final Design of Radial Gate Replacement
The Consultant will prepare Radial Gate Replacement 90 and 100 Percent Design plans in coordination with Valley Water. The Radial Gate Replacement 90 Percent Design plans will be based on comments received on the Radial Gate Replacement 60 Percent Design plans and accompanied by a Draft Final Radial Gate Replacement Technical Report. The Consultant will finalize the Radial Gate Replacement 100 Percent Design plans and Final Radial Gate Replacement Technical Report that will include an updated estimate of construction costs

Tasks 4.8 – Deliverables

1. Draft Final and Final Reconfiguration BOD Report and Reconfiguration 90 and 100 Percent Design plans.
2. Draft Final and Final Radial Gate Replacement Technical Report; incorporated into the Draft and Final Reconfiguration BOD Report, and Radial Gate Replacement 90 and 100 Percent Design plans.
3. Updated estimate of construction costs.

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Tasks 4.8 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. One design meeting with Valley Water internal staff and one TWG meeting with CDFW and NMFS.

3. Consultant will attend up to three virtual coordination meetings with Valley Water and technical team.

4. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water in table format. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

5. Consultant team will respond to one round of comments from TWG participants on the Reconfiguration and Radial Gate Replacement 60 Percent BOD Reports. Responses to up to 30 comments will be included in the Draft Reconfiguration and Radial Gate Replacement 90 Percent BOD Reports in table format.

6. All deliverables will be provided to Valley Water electronically.

7. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.

8. Comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

9. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the 90 percent designs will be limited to one additional modeling iteration.

Tasks 4.9 – Lamprey Passage: Fish Ladder Retrofit

The existing fish ladder is not designed with consideration for upstream passage of Pacific lamprey, a California species of special concern. The two primary options to improve passage are to modify the existing ladder or to create a bypass facility designed specifically for lamprey. During this Task, Consultant will investigate alternatives, developing conceptual plans for each alternative and will advance a preferred alternative. Because the lamprey passage elements are expected to be relatively minor modifications to the fish ladder, the design will proceed directly from 30 Percent Design to Final Design.

4.9.1 Alternatives Analysis and 30 Percent Design

Consultant will prepare a brief Draft 30 Percent Lamprey Passage Memorandum with descriptions, images, and conceptual layouts for up to three lamprey passage alternatives.

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Based on comments received and an agreed preferred alternative, Consultant will develop Draft 30 Percent Design plans for the lamprey passage improvements. Comments on the Draft 30 Percent Design plans from Valley Water and by TWG members will be incorporated into Final 30 Percent Design plans and a Final 30 Percent Lamprey Passage Memorandum, which will include an engineer's opinion of probable costs.

4.9.2 Final Design Plans and Specifications
The Reconfiguration 90 Percent Design plans (Task 4.11) will be accompanied by a Draft Final Lamprey Design Memorandum. Consultant will prepare the Final Lamprey Design Memorandum to be included with the Reconfiguration 100 Percent Design plans.

Consultant will attend up to three coordination meetings with Valley Water and technical team members (including agency staff as appropriate) while developing the lamprey passage 90 Percent and 100 Percent Designs. Consultant will include an updated and final engineer's opinion of probable construction costs.

Tasks 4.9 – Deliverables

1. Draft and Final 30 Percent Lamprey Passage Memorandum
2. Draft and Final Lamprey Passage 30 Percent Design plans
3. Draft Final and Final Lamprey Passage Memorandum.
4. Lamprey Passage 90 and 100 Percent Design plans.

Tasks 4.9 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases

2. Up to 2 virtual coordination meetings with Valley Water and technical team.

3. All deliverables will be provided to Valley Water electronically.

4. The lamprey passage design will not include hydraulic modeling of the fish ladder. If the proposed alterations have the potential to modify flow in the fish ladder, hand calculations will be undertaken to assess flow impacts and iterate the design to ensure upstream salmonid passage criteria are maintained.

5. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.

6. NMFS and or CDFW will comment on the Lamprey Passage 30 Percent and 90 Percent Designs. Technical review comments provided by the TWG will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

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7. The lamprey passage Memorandum would be a separate document and deliverable from the Basis of Design Report being prepared under the existing Consultant Agreement A4932A which focuses on design of the Fish Lane. These two documents may be integrated into a single, consolidated document at Valley Water's discretion.

Tasks 4.10 – Channel Tie-in

Consultant will develop a channel tie-in design, working with Valley Water to establish the design intent and criteria. It is assumed that the channel tie-in design will include the following elements:

1. Establishment of an engineered berm between the historical Coyote Creek Channel and Pond 10B, including external dimensions, surface treatment and internal layering.
2. A spillway at the upstream limit of Pond 10B to safely pass high flows from Coyote Creek, over the new engineered berm and into the pond.
3. Placement of engineered streambed material and grade control elements within the currently incised section of Coyote Creek between the downstream end of the fish lane and the percolation dam.

4.10.1 Channel Tie-In Hydraulic Model 30 Percent Design

Consultant will develop a proposed design surface that meets the hydraulic performance requirements of the project. The model will be used to set Coyote Creek bed level tying into the engineered berm footing and fill and grade control elevations for the incised channel.

Consultant will present model results at a technical design meeting with Valley Water. Results of the hydraulic model will be incorporated into a Channel Tie-In Draft 30 percent BOD Report with a recommended configuration to carry forward.

Consultant will incorporate any comments received from Valley Water on the Draft Preliminary BOD Report and will prepare a Final 30 percent BOD Report along with 30 percent Design plans. The latter must include a layout and up to 3 sections to demonstrate the intent of the preferred project configuration. Consultant will estimate cut and fill quantities and provide an engineer's opinion of probable cost.

4.10.2 Channel Tie-In 60 Percent Design Plans and Specifications

Consultant will incorporate any refinements to the recommended design. Consultant will generate Channel Tie-In 60 percent Design plans, draft technical specifications, and engineer's opinion of probable cost. The Channel Tie-In 60 percent Design plans will include the following sheets:

- Title Sheet, General Notes,
- Survey Layout including Survey Datums and Rights of Way
- Existing Conditions & Demolition Plan
- Grading Overview Plan
- Staging, Access, and Creek Diversion and Dewatering Plan

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Consultant will provide Draft Channel Tie-In 60 percent Design plans and a Draft Channel Tie-In 60 percent BOD Report (including the draft technical specifications and engineer's opinion of probable cost) to Valley Water for review. Based on Valley Water staff comments, Consultant will prepare Final Channel Tie-In 60 percent Design plans and a Final Channel Tie-In 60 percent BOD Report to the technical team.

4.10.3 Channel Tie-In Final Design Plans and Specifications

Consultant will advance the design of the channel tie-in to a final design level. Consultant will prepare Channel Tie-In 90 percent and Final Design plans in coordination with Valley Water. The Channel Tie-In 90 percent Design plans will be based on comments received to the Final Channel Tie-In 60 Percent Design plans and will be accompanied by a Draft Final Channel Tie-In BOD Report. Based on Valley Water staff comments, and TWG comments on the Channel Tie-In 90 Percent Design plans and Draft Final Channel Tie-In BOD Report, Consultant will finalize the Channel Tie-In Final Design plans and prepare the Final Channel Tie-In BOD Report.

Task 4.10 – Deliverables

1. Hydraulic model results for the channel tie-in; included in the Draft and Final Channel Tie-In 30 percent BOD Report.
2. Draft and Final Channel Tie-In 30 percent Design plans and engineers opinion of probable cost; included in Draft and Final Channel Tie-In 30 percent BOD Report.
3. Draft and Final Channel Tie-In 60 percent Basis of Design Report.
4. Draft and Final Channel Tie-In 60 percent Design Plans for the berm repair.
5. Draft Final and Final Channel Tie-In BOD Report.
6. Channel Tie-In 90 percent and Final Design plans.

Task 4.10 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases

2. Up to eight virtual coordination meetings with Valley Water and TWG participants.

3. Modeling of proposed channel tie-in design includes up to 3 surface design iterations and 4 design flows and a USACE no-rise condition.

4. Additional modeling that may be required due to refinements to the Subtask 4.15.

5. Additional modeling that may be required due to refinements to the Channel Tie-In 90 percent designs will be limited to one additional modeling iteration.

6. Valley Water will provide design criteria for the project including but not limited to flows at which water will begin to spill into Pond 10B.

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7. The channel tie-in design will not consider fish passage and will not include review or comment regarding fish passage from agencies including NMFS and CDFW.

8. TWG participants will comment on the Channel Tie-In 30 and 60 percent Designs. Technical review comments provided by the TWG will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

9. Consultant will respond to up to 30 TWG comments and responses will be incorporated in table format into the Channel Tie-In 60 percent BOD Report.

10. The design will not include details for how high flows will return to Coyote Creek at the downstream end of Pond 10B. This is considered to be an aspect of the Pond 10B design rather than the upstream channel tie-in (this scope).

11. All deliverables will be provided to Valley Water electronically.

12. Valley Water staff comments will be provided as a single set of non-conflicting comments for each review cycle.

13. Comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption).

14. Valley Water staff and technical team comments on all deliverables will be provided as a single set of non-conflicting comments.

Task 5 - Live Oak Restoration Reach Design Support and Field Support

Task 5.1 - Hydraulic Modeling

5.1.1 Consultant will run hydraulic modeling using the existing 2-D HEC RAS model developed during 30 percent and 60 percent design phases. Consultant will incorporate flow split hydraulics provided by AECOM and post dam retrofit hydraulics (FAHCE+) to create a flow distribution for the south channel and main reaches of Live Oak for the range of flows.

5.1.2 Hydraulic modeling runs will include the full range of return intervals under FAHCE+ and Habitat and Geomorphic flows as outlined in the BE Table 5 shown below. The Table shows the flow runs and terrains included in this task.

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Table 5 – Biological Evaluation

Return period or flow	Reference	Terrains
500 Year	FAHCE Stochastic Flows	Existing, Proposed
200 Year	FAHCE Stochastic Flows	Existing, Proposed
100 Year	FAHCE Stochastic Flows	Existing, Proposed
50 Year	FAHCE Stochastic Flows	Existing, Proposed
25 Year	FAHCE Stochastic Flows	Existing, Proposed
20 Year	FAHCE Stochastic Flows	Existing, Proposed
10 Year	FAHCE Stochastic Flows	Existing, Proposed
5 Year	FAHCE Stochastic Flows	Existing, Proposed
2 Year	FAHCE Stochastic Flows	Existing, Proposed
1000 cfs	BE Habitat and Geomorphic	Existing, Proposed
250 cfs	BE Habitat and Geomorphic	Existing, Proposed
90 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
50 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
30 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)

Task 5.1 – Deliverables

1. Refined roughness raster and hydraulic modeling summary figure in BOD
2. Appendix with results for existing versus proposed terrain simulations showing depth and velocity for 8 of the simulated flows

Task 5.1 – Assumptions

1. Flow regime will not change during the 90 percent design analysis.

2. Upstream design work as part of ADSRP and ADTP is provided to Consultant as DEM to integrate into downstream hydraulics.

3. New habitat suitability analysis using CDFW code is not included.

Task 5.2 - 90 Percent Design: Design Analysis and Refinement, Plans, Specifications, Estimate (PSE) and Basis of Design Report (BOD)

5.2.1 Consultant will conduct design analysis to optimize target aquatic species habitat and substrates under proposed conditions. This analysis will include up to 3 iterations of possible in-channel designs. Digital elevation models for each iteration will be analyzed for appropriate depth and velocity conditions for fry rearing and adult spawning habitat criteria. The optimized design iteration will become the 90 percent design to be used for plans, specifications, estimates, habitat suitability mapping, and BOD report. Design refinement will incorporate results from the design analysis and comments to the 60 percent PSE and BOD in to the 90 percent PSE and BOD.

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5.2.2 Consultant will prepare 90 percent design plans and specifications. Deliverables will be coordinated with Valley Water and H.T. Harvey and Associates for appropriate phasing, as requested by Valley Water and include response to resource agency comments on the 60 percent PSE and BOD.

5.2.3 Design Plans

Consultant will include design plans reflecting a 90 percent understanding of design conditions which include the following sheets:

Sheet 1	Title sheet
Sheet 2	General Notes
Sheet 3	Site Key & Construction Access Plan
Sheet 4	Existing Conditions, Demo, and Site Preparation Plan
Sheet 5	Grading Overview and Horizontal Control Plan
Sheet 6-8	Typical Sections
Sheet 9-12	Grading Plans and Profiles
Sheet 13-16	Grading Sections
Sheet 17-20	Enhancement and Revegetation Plans
Sheet 21-22	Large Wood Details
Sheet 23	Large Wood Anchoring and Log Schedule
Sheet 24	Revegetation Tables

5.2.4 Specifications

Consultant will include revised draft specifications.

5.2.5 Cost Estimate

Consultant will include an Engineer's Estimate of probable construction costs in the BOD report.

5.2.6 Basis of Design Report

Consultant will include the following items in the BOD report:

- Background and Project Understanding
- Field Assessment Summary (Topography & Grain Sizes)
- Dam Hydrology and Hydraulic Modeling
- Design Calculations and Discussion
- Summary of Design Approach
- Habitat Suitability Analysis of Proposed Conditions
- Permit Impacts
- Quantities and Construction Costs
- Construction Methods
- Monitoring and Maintenance

Task 5.2 – Deliverables

1. Draft 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)

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2. Final 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
3. Updated Appendix B from the 60 percent design (Gravel Augmentation Plan)

Task 5.2 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Two virtual coordination meetings with Valley Water and Live Oak Restoration team.

3. One TWG meeting presentation.

4. Consultant will provide support for 90 percent design plans and specifications using Consultant standardized formatting.

5. Two Consultant staff will attend a site visit with Valley Water to check site access conditions for the contractor, vegetation, utilities (overhead and below ground that are visual) and any foreseeable site constraints for the contractor.

Task 5.3 - Final (100 Percent) Design: Plans, Specifications, Estimate (PSE), and Basis of Design Report (BOD)

Consultant will integrate resource agency permitting conditions, comments from Valley Water, and other Consultants, as well as general comments from Agency representatives in the TWG into a revised design. Consultant will prepare final (100 percent) plans, specifications, and cost estimates. Consultant will revise the BOD report to reflect the final design. Consultant will also revise Appendix B – Gravel Augmentation Monitoring, Maintenance and Management Plan (GAMMMP) to reflect the input received through review of the 90 percent design and permitting applications.

Task 5.3 – Deliverables

1. Construction bid package with Final (100 percent) design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
2. Updated Appendix B from the 90 percent design (GAMMMP)

Task 5.3 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Consultant will provide 100 percent design plans and specifications using Consultant standardized formatting.

3. Up to 4 virtual meetings with Valley Water and 1 TWG meeting.

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4. No additional changes in dam-release hydrology, no additional hydraulic modeling is needed beyond 90 percent design phase, and no additional changes in overall hydraulic conditions.

Task 5.4 – Field Support

Consultant will assist Valley Water and the selected contractor with field support through meetings, RFI responses, and on-site support including field fitting, providing clarity of the design drawings, and field verification of specification compliance.

Task 5.4 – Assumptions

1. Up to 60 labor hours for RFI responses.

2. Up to two Consultant staff attend weekly 1-hour meetings with Valley Water staff for 12 weeks total.

3. Up to 30 hours/week for three weeks of on-site design implementation support (including associated travel-related expenses).

Task 6 - Supplemental Services

Valley Water may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the 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.

6.1 Specific examples of possible Supplemental Services include:

6.1.1 Additional new technical studies or new subject area studies or permits required that may arise as the project matures.
6.1.2 Additional support on designs or modeling as necessary
6.1.3 Additional public outreach visual materials

6.2 **Additional Services**. The 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 5 as Task 6 Supplemental Services, to include but not be limited to:

6.2.1 Additional meetings;
6.2.2 Additional time allotted for meetings;
6.2.3 Additional status/progress reports;
6.2.4 Additional telephone conference calls;
6.2.5 Additional technical memorandums and reports

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Task 7 - FOCP Monitoring Support

7.1 Environmental DNA (eDNA) Monitoring (2025 and 2026)

Consultant will coordinate with Valley Water staff and the Aquatrace Genomics eDNA laboratory during 2025 and 2026 eDNA monitoring efforts. The eDNA monitoring will be conducted by Valley Water staff according to Valley Water's Fish Rescue and Relocation Plan, the Temperature and Fisheries Monitoring Plan, and/or future eDNA monitoring at the direction of the FOCP Technical Working Group (TWG). Samples will be analyzed for *Oncorhynchus mykiss* DNA.

Task 7.1 - Deliverables

1. Lab coordination
2. Data quality control and assurance review

Task 7.1 - Assumptions

1. Up to 264 filtered water samples (132 per year) will be analyzed for *Oncorhynchus mykiss* eDNA

2. Samples will be analyzed using qualitative PCR to detect the presence of *Oncorhynchus mykiss* DNA using a previously published genetic assay

3. Valley Water staff will conduct sampling and ship eDNA samples to the laboratory

Task 7.2 - Spawning Gravels Sediment Deposition Monitoring and Reporting (2025 and 2026)

Consultant will conduct spawning gravel and benthic macroinvertebrate monitoring during 2025 and 2026 as described in Section 4.1.1 of FERC Order B (11) (FERC Order) to assess sediment deposition within steelhead spawning gravels and benthic macroinvertebrate habitat in Coyote Creek downstream of Anderson Dam. Transect monitoring also described in the FERC Order will be conducted separately by Valley Water. Consultant will combine the results from both studies into a single annual report.

Task 7.2 - Deliverables

1. Consultant will provide separate annual reports for 2025 and 2026
2. The annual reports will combine the analysis and results from Valley Water's transect monitoring along with the analysis and results of Consultant spawning gravel and benthic macroinvertebrate monitoring per Section 4.1.1 of FERC Order B (11).
3. For each annual report Consultant will prepare one draft and one final report document.

Task 7.2 - Assumptions

1. Transect monitoring per Section 4.1.2 of the FERC Order will be conducted by Valley Water in 2025 and 2026.

2. Consultant will monitor sediment deposition in steelhead spawning habitat in 2025 and 2026, following the methods described in the FERC Order.

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3. For reporting of 2025 and 2026 results Consultant will prepare the main report document and Valley Water will provide analysis and results of steelhead transect monitoring at least two months before the final report is due to the permitting agencies. This will allow Consultant one month to incorporate the results.

4. Draft reports will be provided to Valley Water one month after transect monitoring results are provided to Consultant. Valley Water will provide reviewed draft document with track changes edits and compiled, non- conflicting comments from Valley Water within two weeks of receiving the draft reports.

5. Consultant will have at least two weeks to incorporate Valley Water comments and edits into a final annual report to be submitted to FERC.

6. Although, not expected, Consultant will respond to up to 10 minor edits/comments from FERC or the TWG. Minor comments are assumed to not include any additional field work or quantitative analysis.

Task 7.3 – Turbidity Monitoring

This task includes acquiring, summarizing, and reporting on turbidity data pursuant to the Sediment Monitoring Plan (Horizon Water and Environment 2022) developed to address FERC ordered environmental monitoring within Coyote Creek.

Consultant will develop data summaries of available turbidity data from available stations in Coyote Creek (HWY 237, Madrone, Coyote Ranch Road, and Edenvale) on a monthly basis between July 1, 2026 and December 31, 2027.

Task 7.3 - Deliverables

1. One draft and one final monitoring report summarizing USGS turbidity and suspended sediment concentration data acquired from existing stations for Water Year 2026.
2. Up to 18 monthly summaries of the turbidity monitoring data in an email format for distribution to the TWG in the mid-month email.

Task 7.3 - Assumptions

1. USGS turbidity data from the HWY 237, Madrone, Coyote Ranch Road, and Edenvale stations in Coyote Creek will be accessible and in a usable format.

2. All deliverables will be electronic submittals.

3. Anderson Dam outfall suspended sediment concentration and turbidity data collected by Stillwater Sciences during Water Year 2025 sampling visits are determined to be representative of data from the USGS gage at Madrone, and Anderson Dam outfall suspended sediment and turbidity monitoring is discontinued.

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8. Attachments

The following Schedule EP, Scope of Services, listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One - Fees and Payments
Revised Attachment Two - Schedule of Completion
Revised Attachment Three - Consultant's Key Staff and Subconsultants
Revised Attachment Four - Reference Materials

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **$2,918,593** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed 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.

2. Cost Breakdown (REVISED)

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

Task	Description	Original Not-to-Exceed Fees	Amendment No.1	Revised NTE Fees Total
1	Project Management	$183,268	$99,272	$282,540
2	Planning and Permitting Support	$500,748	$44,173	$544,921
3	Ogier Ponds Restoration Project Technical Support	$367,804	$0	$367,804
4	Phase 2 Coyote Percolation Dam Design	$418,815	$626,471	$1,045,286
5	Live Oak Restoration Reach Design Support and Field Support	$346,974	$0	$346,974
6	Supplemental Services	$182,391	$0	$182,391
7	FOCP Monitoring Support	$0	$148,677	$148,677
Total Not-to-Exceed Fees		$2,000,000	$918,593	$2,918,593

3. Terms and Conditions (UNCHANGED)

A. Payments for services performed, as defined in this Schedule, which applies to the specific Services, will be based on the following terms:

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS

1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

B. **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 as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.

2) Equipment purchased on behalf of Valley Water that costs $50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). 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 costs. 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 (VWPM). 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, 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 (VWPM) for a different type of vehicle.

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4) Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

5) For staff with rates exceeding the rate of $[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

C. **Prevailing Wage Requirements** [NOT USED]

1) The Scope of Services described in a Task INSERT APPLICABLE TASK NUMBER HERE may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT ONE
FEES AND PAYMENTS

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION/STAFF	ORIGINAL HOURLY/ UNIT RATE EFFECTIVE 11/9/2023	HOURLY/ UNIT RATE EFFECTIVE 12/1/24	HOURLY/ UNIT RATE EFFECTIVE 1/22/25
Consultant: Stillwater Sciences			
Principal-in-Charge	$265.00	-	$272.16
Principal Scientist/Engineer	$232.00	-	$238.26
Senior Scientist/Engineer	$208.00	-	$213.62
Associate Scientist/Engineer	$186.00	-	$191.02
Assistant Scientist/Engineer	$165.00	-	$169.46
Scientist II	$148.00	-	$152.00
Scientist I	$136.00	-	$139.67
Senior Technician II	$120.00	-	$123.24
Senior Technician I	$105.00	-	$107.84
Technician/Administrative	$84.00	-	$86.27
Subconsultant: GEI Inc.			
Principal-in-charge Grade 8	-	$370.00	$370.00
Project Manager Grade 7	-	$330.00	$330.00
Senior Engineer – Grade 5	-	$244.00	$244.00
Project Professional Grade 4	-	$207.00	$207.00
Senior CADD Drafter	-	$184.00	$184.00
CADD Drafter	-	$168.00	$168.00
Administrative Support	-	$137.00	$137.00

REIMBURSABLE COSTS (NEW)

	ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	**PIECE**	**PER HOUR**	**PER DAY**	**PER WEEK**	**PER MONTH**
GPS RTK GNSS Survey Package	1	N/A	$600	N/A	N/A
Water Quality Meter YSI EXO 2	1	N/A	$300	N/A	N/A
Water Quality Meter YSI Pro DSS	1	N/A	$150	N/A	N/A

Note: Reimbursable Costs are paid at the Actual Cost Rates. These rates will remain fixed for the duration of this Agreement.

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

2. This Agreement expires on December 31, 2028, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.

3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed Due Date
1	Project Management	Duration of Agreement
2	Planning and Permitting Support	December 2028
3	Ogier Ponds Restoration Project Technical Support	August 2028
4	Phase 2 Coyote Percolation Dam Design	August 2028
5	Live Oak Restoration Reach Design Support and Field Support	December 2027
6	Supplemental Services	Duration of Agreement
7	FOCP Monitoring	January 2027

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT THREE
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
Sapna Khandwala	Principal-in-charge	Contract Oversight	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 (510) 848-8098 x125 sapna@stillwatersci.com
Ethan Bell	Principal-in-charge	Quality Control/Senior Oversight Fisheries	895 Napa Ave, Suite B-3 Morro Bay, CA 93442 (805) 570-7499 ethan@stillwatersci.com
Katherine Ayres	Principal Scientist	Project Manager	279 Cousteau Place #400 Davis, CA 95618 (206) 817-7112 kayres@stillwatersci.com

2. The following Subconsultants and Subcontractors are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information
GEI Inc.	Structural Engineering	Krishna Amirineni 11010 White Rock Road, Suite 200 Rancho Cordova, CA 95670 (916) 596-0790 kamirineni@geiconsultants.com

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AMENDMENT NO. 1 TO AGREEMENT A4932A
REVISED SCHEDULE EP
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Ogier Ponds Feasibility Study : Feasibility of Removing Surface Hydraulic Connection Between Coyote Creek and Ogier Ponds (Consultant: Todd Groundwater) March 2018 https://californiarevealed.org/do/07aaf9e7-1e7f-4ea2-9134-1a6e167769d2
4	Draft Environmental Impact Report dated September 1, 2023 https://www.valleywater.org/public-review-documents
5	Final Environmental Impact Report dated February 25, 2025 https://www.valleywater.org/public-review-documents
6	Flosi, G., S. Downie, J. Hopelain, M. Bird, R. Coey, and B. Collins. 2010. California salmonid stream habitat restoration manual. Fourth edition. Prepared by California Department of Fish and Game, Sacramento, California.
7	National Marine Fisheries Service (NMFS) 2023. NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual, NMFS, WCR, Portland, Oregon. Addendum #1.

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This agreement (Agreement) is effective November 9, 2023 (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and STILLWATER SCIENCES, a California corporation (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(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

A. Each Scope of Service described in an attached Schedule(s) 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. Consultant will collaborate with Valley Water staff in engineering, asset management, operations, and maintenance units to be made aware of Valley Water operational constraints, procedures, or preferences relevant to Consultant’s performance of the Services described in the attached Schedule(s).

B. Unless the requirements for the Services described in the attached Schedule(s) 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(s) 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.

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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 Section Two, Duties of Consultant, subsection 11. Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon Valley Water's request documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code §1720(a)(1).

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

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. 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, including, but not limited to, any increase in Valley Water's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction Contract Documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. Valley Water Standardization Requirements

A. 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 and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water

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reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by Consultant.

7. Consultant's Key Staff and Subconsultants

A. Consultant's Key Staff and firms subcontracted by Consultant (Subconsultants) assigned to perform the Services are identified in the Schedule(s), Scope of Services, Attachment Three, 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, subcontractors, suppliers, or vendors 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. Consultant's Key Staff: Valley Water's authorized representative 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's authorized representative 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.

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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.

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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, environmental, energy conservation, and 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(s). 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 the Schedule(s) and at such other time(s) at the discretion of Valley Water.

C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. 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.

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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.

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

FEES 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(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, 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, and reimbursable expenses, incurred by the Consultant to perform the Services.

B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.

C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.

D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.

E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.

F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (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 addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

A. Consultant's monthly 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 described in the Schedule(s) attached hereto; 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 expenses by Service task;

7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and

8) 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. Before submitting monthly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.

C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule,

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Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

1) The monthly progress report shall include:

   a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;

   b. A look-ahead schedule listing deliverables and activities planned for the next two months;

   c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;

   d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;

   e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;

   f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

   g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;

   h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and

   i. Any changes in Consultant's key staff or Subconsultants.

D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.

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E. Consultant shall submit all invoices through Projectmates, or other document control system designated by Valley Water. All inquiries regarding Projectmates must be directed to Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org).

F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:

1) Agreement number;

2) Consultant Invoice number in the following format: Agreement Number followed by a three-digit consecutive numbering sequence and separated by a period. For example, A1234A.001, A1234A.002, etc.

3) Full legal name of Consultant/Firm;

4) Payment remit-to address;

5) Invoice date (the date invoice is emailed);

6) Detailed description of Services provided, including the "distribution account(s)" for those Services;

7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and

8) Beginning and end date for billing period that services were provided.

G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.

H. 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.

I. Invoice Disputes

1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant's submission of an invoice in which a disputed amount is included, 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.

2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley

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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 the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

J. 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.

K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so.

3. Prevailing Wages

A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. Labor Code §1720 provides as follows:

"(a) As used in this chapter, "public works" means all of the following:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

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E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.

G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by Valley Water, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

4. Retention

A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds $20,000, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two, Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.

B. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final Agreement close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in this Agreement, in accordance with the attached Schedule(s), Scope of Services, upon receipt of the Notice to Proceed (NTP) issued by Valley Water.

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2. Project Schedule Table

Consultant will perform and complete the services described in the Scope of Services in accordance with the Project Schedule table (Project Schedule) as stated in the Schedule, Attachment Two, Schedule of Completion. 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. Monitoring of Project Schedule

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by Valley Water.

4. Project Delays

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Schedule, Attachment Two, Schedule of Completion. In the event the Project 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 is delayed in performance of its services by circumstances beyond its control, Valley Water may, at its discretion, grant a reasonable adjustment in the Project Schedule.

5. Changes to the Project Schedule

Valley Water Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement 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

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

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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 Section Seven, Term and Termination, 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 on 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 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 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

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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 develop, design, or 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 programs, 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

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

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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

Consultant's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; 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.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Schedule(s)' Attachments, 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, which are incorporated herein by this reference, 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.

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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 the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;

3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;

4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in the Schedule(s), Attachment Four, Reference Materials, if applicable;

5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;

6) Any other requirements that are deemed necessary by Valley Water; and

7) 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 the Consultant from its duties and responsibilities as described in this Agreement nor shall the 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.

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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, in electronic and hard copy format, at Valley Water's discretion, 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 (alternatively, by phone at Valley Water's discretion) 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. 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.

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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 the 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.

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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 need to correct or change 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 the 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, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents,

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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 Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task 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 Consultant Agreement, Appendix One, Additional Legal Terms, 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.

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D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

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

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify Valley Water if any such permit or approval lapses or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in Valley Water's name, Consultant shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

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. 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.

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19. 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.

20. 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.

21. 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 Operating Officer, as listed in the attached Schedule, Scope of Services, Section 1. Representatives.

CONSULTANT:

Consultant Principal Officer, as listed in the attached Schedule, Scope of Services, Section 1. Representatives.

22. Appendices

The following list of Standard Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

23. Schedule(s) and Attachments

Schedule EP, 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

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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

DocuSigned by:
FE09285DOCC349A...

By: _____

Rick L. Callender, Esq.
Chief Executive Officer

Date: 12/22/2023

STILLWATER SCIENCES

DocuSigned by:
Sapna Khandwala
D9BF393E46DF466...

By: _____

Sapna Khandwala
President/CEO

Date: 12/20/2023

Consultant's Address:
2855 Telegraph Ave, Suite 400
Berkeley CA 94705

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STANDARD 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, [or any of its Subconsultants] shall not submit a proposal independently or as part of a team:

A. For any agreement to be awarded for program management, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement;

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

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

3. Small Business Enterprise (SBE) Participation - NOT USED

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 Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.

C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed $50,000.

D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed $[authorization amount]. [NOT USED]

E. The total not-to-exceed amount for any one Task Order shall not exceed $[NTE Amount]. [NOT USED]

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STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its Subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering, training facilities, and facilitator will be borne by Valley Water.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only, are confidential, and are not binding unless otherwise agreed by Valley Water and Consultant.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

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D. Qualifications of a Mediator

1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.

2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

1) The mediator will set the time of each mediation session.

2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.

3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.

2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

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STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

I. Authority of Mediator

1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.

4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

1) Mediation sessions are private.

2) The Parties and their representatives may attend mediation sessions.

3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.

2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.

3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;

b. Statements made by the other Party in the course of the mediation proceedings;

c. Proposals made or views expressed by the mediator; and

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d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

1) By the execution of a Settlement Agreement by the Parties;

2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

5. Compensation for Participation in Mediation

Neither Consultant nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and Valley Water arising out of this Agreement.

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STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") 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 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. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and

   E. Project schedule for completing the Scope of Services.

3. Consultant shall be compensated at fixed fees or at the hourly rates established in Schedule EP, Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment and 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].

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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]

   A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

   B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

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 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. 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 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 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 Appendix Four Insurance Requirements document.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

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 A4932A / PB No. VW0352

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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

IMPORTANT: The agreement or PB number must be included.

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 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 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 A4932A / PB No. VW0352

   IMPORTANT: The agreement or PB number must be included.

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STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

Consultant 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:

   $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:

   $2,000,000 per claim/ **$2,000,000** 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.

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4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

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

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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.

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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STANDARD 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 **($2,000,000)**	
	B.	Cancellation Endorsement	

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SCHEDULE EP
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 shall be addressed to Valley Water Project Manager (VWPM).

Neeta Bijoor (Valley Water Project Manager)
Senior Water Resources Specialist
Watersheds Stewardship and Planning Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2040
Email: nbijoor@valleywater.org

Kurt Lueneburger
Environmental Services Manager
Watersheds Stewardship and Planning Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3055
Email: klueneburger@valleywater.org

John Bourgeois
Deputy Operating Officer
Watersheds Stewardship and Planning Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2990
Email: jbourgeois@valleywater.org

B. The Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Katherine Ayres
Principal Scientist
Stillwater Sciences
279 Cousteau Place #400
Davis, CA 95618

Phone: (206) 817-7112
Email: KAyres@stillwatersci.com

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C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Ethan Bell
Vice President; Senior Fisheries Biologist
Stillwater Sciences
895 Napa Ave, Suite B-3
Morro Bay, CA 93442

Phone: (805) 570-7499 ext. 501
Email: ethan@stillwatersci.com

2. Scope of Services

A. This Schedule EP, Scope of Services describes the professional regulatory permitting services to be performed by Consultant for Valley Water's Anderson Dam Seismic Retrofit Project (ADSRP or Project). Upon successful completion of the ADSRP regulatory permitting services, Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant to provide construction phase support services. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives

A. The objectives of the Project, consistent with Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD) dam safety requirements, are to:

1) Seismically retrofit and maintain the dam so that Valley Water may continue to operate it at capacity. This objective would be achieved by:

a. Replacing the existing dam to withstand the maximum credible earthquake (MCE) on the Calaveras and Coyote Creek Range Front Faults;

b. Replacing the existing spillway to meet FERC and DSOD safety requirements related to the safe passage of a probable maximum flood (PMF); and

c. Replacing the outlet works to meet current DSOD outlet works requirements and accommodate fault offset.

2) Improve cost efficiency of dam operations by decommissioning the hydroelectric facility.

3) Avoid and minimize environmental effects of construction and operations.

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4. Project Background

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. 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 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. Anderson Dam and Reservoir is a major water supply facility located adjacent to the City of Morgan Hill, California, about 18 miles southeast of San Jose. Anderson Reservoir is the largest of the ten reservoirs owned and operated by Valley Water and provides a greater water storage capacity than the other nine reservoirs combined. It is thus a critical facility to Valley Water and to the communities it serves. The dam was completed in 1950 as a zoned, rockfill embankment. It has a maximum height of approximately 240 feet and impounds up to 90,373 acre-feet (AF) of water at its maximum reservoir operating elevation.

C. Anderson Dam and Reservoir is subject to dam safety regulation by the DSOD and FERC as FERC Project 5737. Anderson Dam is classified under FERC guidelines as a "High Hazard Potential" dam due to the potential incremental loss of life should failure occur. Between 2008 and 2012, several dam safety deficiencies associated with seismic shaking, fault offset, flood capacity, and emergency drawdown capabilities were identified. The presence of liquefiable materials in the embankment and foundation of the dam could result in major slumping and failure of the embankment following a future large earthquake and the presence of active faults in the foundation that could rupture the existing low-level outlet. The spillway has inadequate capacity to safely pass large floods and the outlet does not have sufficient capacity to quickly draw down the reservoir during floods or other emergency events.

D. The purpose of the ADSRP is to seismically retrofit, maintain, and operate Anderson Dam and Reservoir to meet FERC and DSOD safety requirements, thereby allowing Valley Water to maximize water supply and related incidental benefits, while avoiding and minimizing environmental impacts of the implementation of those safety directives and requirements. The ADSRP will require an extensive environmental compliance process, including evaluation under California Environmental Quality Act (CEQA) and regulatory permits.

5. Project Delivery Approach

Valley Water plans to deliver the ADSRP by utilizing the retained independent, separate consulting firms as described below:

A. Project Management Consultant (PMC Team) led by Black & Veatch Corporation has been retained to assist with managing and overseeing the delivery of the ADSRP Project at the direction of Valley Water.

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B. Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc. (HDR), was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the ADSRP Project. Due to major changes in the ADSR Project objectives, the Planning Consultant Agreement with HDR was amended to reduce its scope of services, and then subsequently, the Agreement expired. HDR provided transition support services relating to Valley Water retaining Environmental Consultant, Horizon Water and Environmental, LLC (Horizon).

C. Environmental Consultant (EC or Environmental Team) led by Horizon Water and Environment, LLC (Horizon) prepared initial drafts of the Draft EIR. On November 1, 2021, Horizon was acquired by Montrose Environmental Group, Inc., and has continued to operate as a separate legal entity and wholly owned subsidiary of Montrose Environmental Group, Inc. since that date.

   On September 21, 2023, an amendment to the agreement was executed with Horizon to significantly reduce the environmental planning and regulatory permitting scope of services to be performed after release of the Draft Environmental Impact Report (EIR) for public review.

D. A second Environmental Consultant (EC or Environmental Team) led by Rincon Consultants, Inc. (Rincon) was retained on July 13, 2023 to provide additional resources for technical editing, quality assurance, quality control, finalization of select sections, and document production of the initial Draft EIR sections prepared by Horizon. An amendment to the agreement directed Rincon to assist with the initial preparation of response to comments on the Draft Environmental Impact Report (EIR), and provide technical modeling support of select EIR sections. EC will also provide draft EIR materials related to air quality, greenhouse gas, and noise impact analyses.

E. Design Consultant (Design Team), led by URS Corporation, DBA URS Corporation Americas, was retained to perform design services in compliance with Valley Water, DSOD, and FERC requirements in support of the Project, including developing the Project design, preparing construction documents, and providing engineering support for the bid process and during the construction phases of the Project.

F. Construction Management Consultant (CM or Construction Manager), led by COWI North America, Inc., was retained to oversee the Anderson Dam Tunnel Project (ADTP) construction contract and coordinate with the Design Consultant during construction in conformance with the Design Consultant's engineering plans and specifications, stamped and signed by a registered engineer; DSOD and FERC's construction inspection and monitoring requirements; the Valley Water-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and ADTP Project close-out in accordance with Valley Water requirements.

G. Consultant, H.T. Harvey and Associates, will provide state and federal regulatory agency permit application development and processing, Santa Clara Valley Habitat Plan compliance documentation, terrestrial habitat restoration design support, biological monitoring of terrestrial natural resources for FERC Order Compliance Project environmental compliance, and general environmental support services for terrestrial natural resources topics, as needed.

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6. 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 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, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation, and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

   a. Valley Water Standardization Requirements

      (1) 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 and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

      (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

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 the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting notes and will be included in the next revision of the documents.

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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, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

5) **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.

6) **Document Control**. Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Controls Program).

7) **File Exchange Service**.

   a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program), accessible to all parties as designated by Valley Water, to facilitate communications.

   b. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) to address any firewall issues and/or permissions required to allow for these communications.

B. **Project-Specific Assumptions and Requirements**

None

7. Scope of Services Tasks

Task 1 - Project Management

1.1 The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule EP, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule EP, Attachment Two, Schedule of Completion, while ensuring that all services, meetings, and deliverables by the Consultant meet Valley Water and Project requirements.

1.2 This includes general project management activities and associated meetings including but not limited to Valley Water internal meetings, inter-agency meetings, coordination and communication tasks with appropriate regulatory or other agencies, as necessary, coordination calls and email correspondence with regulatory or other agencies, participation in Technical Work Group (TWG) meetings (including support in developing agendas, preparing presentation materials, advising Valley Water staff, discussing strategy, working on approach with the TWG facilitator, and reviewing meeting notes),

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and attendance at Executive TWG meetings (including strategic planning with Valley Water for agenda, approach, and materials for those meetings).

Task 1 - Deliverables

1. Monthly Status Reports
2. Attendance at Valley Water internal and agency meetings as directed by Valley Water
3. Meeting Agendas, Minutes, including review of comments, and Presentations
4. Email and phone calls with Valley Water staff and/or agency staff as directed by Valley Water
5. Agenda review and meeting notes, follow-up correspondence, and action items as directed by Valley Water
6. Monthly invoices and progress summaries

Task 1 - Assumptions

1. Six in-person meetings at Valley Water headquarters and any additional ones are assumed to be virtual.

2. Ten hours per month of participation by the Principal-in-Charge in meetings (includes attendance, prep and follow-up) in the first year, and 2.5 hours in Years 2 and 3.

3. Five hours per month for other project management staff attendance at meetings (including prep and follow-up) in the first year, and 1.25 hours in Years 2 and 3.

Task 2 – Planning and Permitting Support

2.1 Consultant will provide technical support for fisheries resources to Valley Water during planning, permitting, and compliance processes, including impact assessment, developing project designs and plans, and preparing additional documents required for permit applications.

Task 2 – Deliverables

1. Biological Evaluation (BE) responses to comments related to aquatic resources (in the form of a comment response table)
2. Environmental Impact Report (EIR) Fisheries Resources responses to comments (in the form of a comment response table)
3. Final National Marine Fisheries Service (NMFS) Biological Evaluation
4. Final ADSRP EIR Fisheries Resources Impact Analysis
5. Final ADSRP EIR Fisheries Technical Appendix
6. Other permitting deliverables at Valley Water's discretion

Task 2 – Assumptions

1. Permitting and planning labor requested beyond the budget labor would require a budget amendment, particularly if the number of comments and technical complexity far exceeds the expectations (e.g., require in-depth quantitative analysis/modeling) of this scope and budget or the Proposed Action in the BE and/or the Project Description in the EIR are modified in a way that substantially changes the level of effects/impacts to fisheries resources.

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2. Administrative record of references will include electronic references. For references that have a cost, the budget for these will be included in this task as expenses.

Task 3 – Ogier Ponds Restoration Project Technical Support

3.1 Hydrology and Land Cover Study (Model Prep) - Consultant will use known flow release values from Anderson Dam Fish and Aquatic Habitat Collaborative Effort (FAHCE-plus modified rule curves) combined with data from the Madrone gage, information from groundwater and surface water reports, defined Habitat and Geomorphic Flows from the BE, and fish passage exceedance flows developed by Valley Water to establish modified return interval flood flow, modified habitat and geomorphic flows, and modified fish passage flows for the Ogier Pond Reach of Coyote Creek. Consultant will develop a Manning's roughness map (land cover mapping) Modeling Alternative 5, Alternative 6, and existing conditions.

Task 3.1 - Deliverables

1. Hydrology Table
2. Land Cover (roughness) Figures for existing and proposed conditions (two alternatives)
3. Draft technical memorandum of the Ogier Ponds Restoration Project Hydrology and Land Cover Study which would include roughness factor(to become final technical memorandum in subtask 3d) (approximately 6 pages)

Task 3.1 – Assumptions

1. Flow variation due to groundwater interactions is characterized at a level of detail sufficient to include in hydraulic modeling simulations. Flow variation due to groundwater can be averaged along ¼ mile segments of the project area for a total of 6 sub reaches with unique groundwater interactions.

2. Lateral variations in groundwater will not be factored into the 2-Dimensional (2-D) model.

3. 2020 Santa Clara County Light Detection and Ranging (LiDAR) will be used for model terrain development & design surfaces.

4. The roughness map can be done with available landcover data, imagery, and LiDAR via desktop delineation methods.

5. The Draft technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.

6. The Draft technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public-facing documents are compliant with the Rehabilitation Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

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Task 3.2 - Preliminary Design Analysis

3.2.1 **Ponds 1 and 2 Overtopping structure(s) -** Consultant will develop design criteria for the overtopping structure at the upstream extent of Pond 2 or Pond 1, coincident with the upstream extent of the new channel realignment for both alternatives. Consultant will work with Valley Water to establish the maximum flow capacity in the proposed channel for both alternatives such that flooding does not occur in adjacent developments and dwellings. Consultant will use Manning's equation, appropriate weir equations, and conservation of mass (continuity) equations to develop a range of crest elevation and width criteria for the overtopping structure such that high flows are routed through Ogier ponds to keep flows below the maximum flow capacity threshold in the proposed channel (approximately 2,000 (cubic feet per second) (CFS). From the design criteria range developed in this task, Consultant will select up to two geometries (iterations) for each overtopping structure (Pond 1 and Pond 2) to include in model simulation runs for the proposed conditions.

3.2.2 **Pond 4 Outlet Structure -** Consultant will develop design criteria for an outlet structure at the downstream extent of Pond 4 such that flood flows routed through Ogier ponds are returned to Coyote Creek at the downstream end of Pond 4. Consultant will develop design criteria for the outlet structure assuming that it is comprised of screened culverts and an emergency overtopping weir component. Consultant will select three geometries (iterations) for the outlet structure to include in model simulation runs for proposed conditions. Consultant will also describe appropriate fish screening measures for the outlet structure.

Task 3.2 – Deliverables

1. 4-page section added to draft technical memo (to become final technical memo), with the following items:

    a. Two tables listing design geometries of the overtopping structure and outlet structure and flow split relationship with respect to total flow for each
    b. Two figures showing simple schematic line drawings (to scale) of cross section and profile view of the overtopping structure and the outlet structure
    c. One paragraph description of each outlet structure

Task 3.2 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.

2. The outlet structure will be a large-diameter culvert array with an emergency overtopping weir component.

3. Detailed drawings and 3-Dimensional (3D) designs of the outlet structures are not included as part of this analysis.

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Task 3.3 – Hydraulic Modeling

3.3.1 Consultant will create a 2-D model of the Ogier Pond Reach in Hydraulic Engineering Center River Analysis System (HEC-RAS), with a total model domain of approximately 1.5 miles in length and 0.5 miles in width. Consultant will model existing conditions, Alternative 5 conditions, and Alternative 6 Conditions for the full suite of flows developed in Subtask 3a. Consultant will model three geometries (as described in Subtask 3.2) for the overtopping structure between the proposed Coyote Creek alignment and Ogier Ponds for flood flows only under the FAHCE-plus conditions. Consultant will work with the Valley Water Ogier Pond Project team to select 3 iterations of the overtopping structure based on the design criteria range developed in Subtask 3.2 to incorporate into the model simulation runs for alternative 5 and 6.

3.3.2 Consultant will factor in variations in flow due to groundwater interactions throughout the project reach based on referenced reports including the consultant, TODD Groundwater's report for Ogier Ponds.

Task 3.3 - Deliverables

1. A section (Up to 14 pages) and appendix will be added to the Draft Technical Memo (to become the Final Technical Memo). The section will include descriptions of hydraulic modeling methodology, model inputs, groundwater characterization, calibration, and results including 10 key results figures from the Appendix.
2. Hydraulic modeling appendix with up to 47 figures (up to 24 created in GIS and remaining portion of figures available as plan view outputs from HEC-RAS) including:

    a. Figures of depth and velocity for Alternative 5 and 6 for two flood flow scenarios, to be determined by Valley Water (8 figures)
    b. Figures of depth and velocity for Alternative 5 and 6 for up to three habitat and geomorphic flow scenarios determined by Valley Water (up to 12 figures)
    c. Figures of depth and velocity for Alternative 5 and 6 for up to three fish passage flow scenarios determined by Valley Water (up to 12 figures)
    d. Figures of water elevation profiles for 8 select flows for Alternative 5 and 6 (to correspond to selected flows above) (2 figures)
    e. Figures of 10 model-output cross-sections showing the 8 selected flows, for Alternatives 5 and 6, corresponding to either known Federal Emergency Management Agency (FEMA) cross-sections for flood flow comparisons or at areas of particular interest of habitat, geomorphic, or fish passage performance (20 cross sections, up to 5 figures)
    f. Figures showing depth and shear stress for two design flows at the overtopping structure and the outlet structure using the final/optimized iteration of geometry for each (up to 8 figures)
3. Electronic hydraulic model files with descriptions

Task 3.3 – Assumptions

1. The overtopping structures will differ in location between the two alternatives. The outlet structures do not vary between alternatives.

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2. Up to 25 flows for 3 terrains and 3 iterations of overtopping structure for flood flows, flow runs not to exceed 95 total runs.

3. Post-processing in Geographic Information System (GIS) for up to 24 figures as needed for planning-level study to be conducted by Valley Water.

Task 3.4 - Design Recommendations (Fish Habitat, Fish Passage, Geomorphology, and Hydraulic Structures)

3.4.1 Consultant will provide recommendations to Valley Water in the form of a technical memo, email correspondence, virtual meetings, and in-person site visits. Consultant will use the findings of the design analysis (Subtask 3.2), hydraulic modeling (Subtask 3.3) and results of Consultant, Environmental Science Associates sediment transport modeling for alternatives 5 and 6 to qualitatively evaluate and make recommendations for:

1. Management of non-native species in the form of fish screens for outflow culverts from adjacent ponds
2. Creation of suitable spawning and rearing habitat for native species, primarily federally listed steelhead
3. Fish passage performance for native species (steelhead, and Pacific lamprey) through Alternative 5 and Alternative 6 channel features
4. Geomorphic considerations including channel sinuosity, throughput of sediments (sediment transport), erosion and avulsion risk areas, and recommendations for sediment management including sediment augmentation considerations.
5. Consultant will summarize the final geometry (optimized based on model iteration) of the overtopping structure and the outlet structure and include recommendations for refinement and erosion prevention at the structure locations.
6. Consultant will provide general recommendations for environmentally compliant dewatering during construction.

Task 3.4 – Deliverables

1. Final technical memorandum including sections from Subtasks 3.1, 3.2, and 3.3. (approximately 26 pages)

Task 3.4 – Assumptions

1. Up to two site visits for two Consultant staff.

2. Up to 10 virtual meetings.

3. The final technical memo may undergo two review cycles, incorporating two rounds of review in which Valley Water staff and/or the legal team provides consolidated, non-conflicting comments and Stillwater responds to comments.

4. The final technical memo will use general scientific reporting styles (e.g., Introduction/Background, Methods, Results, Discussion or Conclusion and Recommendations) and will undergo technical, editorial, and formatting review prior to final

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review. Technical reviews will be conducted by the appropriate discipline leads who will perform cross-checks to ensure statements made are supported by included figures, tables, and citations. Editorial and formatting reviews will be conducted for clarity, grammar, citations, and will ensure any public facing documents are compliant with the Rehabilitation Act, Section 508. All deliverables are subject to approval by Valley Water prior to release to the public or technical working groups to ensure reports meet project requirements and review steps have been completed.

Task 4 – Phase 2 Coyote Percolation Dam Design

A. Consultant will provide modeling and engineering support for the Coyote Percolation Dam Phase 2 Fish Passage Enhancements design. The fish passage will be designed by Valley Water to meet applicable NMFS National Oceanic and Atmospheric Administration (NOAA) Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS 2023) and the California Department of Fish and Wildlife (CDFW) California Salmonid Stream Habitat Restoration Manual (Love and Bates 2009) fish passage criteria for adult and juvenile steelhead/salmonids.

B. As part of the FERC-Order Compliance Project (FOCP), Valley Water is undertaking improvements to the Coyote Percolation Facility referred to as Phase 1 of the Coyote Percolation Dam and Fish Ladder Operations Renovations. Phase 1 includes replacing the existing flashboard dam with an inflatable bladder dam, along with improvements to the existing fish ladder to provide fish passage during interim operations of the facility during Seismic Retrofit Improvements.

C. Under Phase 2, Valley Water plans to construct a roughened ramp fishway extending up to the spillway to allow for improved fish passage over the deflated bladder dam over a range of flow conditions, including necessary alterations to the existing facility to provide adequate flow depths and velocities across the foundation, apron, and deflated bladder dam. Based on a conceptual design developed under a separate contract, as well as updates to the existing HEC-RAS 2D hydraulic model developed by Valley Water staff, Consultant will provide modeling and engineering support to design the new roughened ramp fishway and bypass channel. Consultant will work with Valley Water staff, NMFS, and CDFW representatives to develop preliminary through 100 percent Phase 2 designs for the Coyote Percolation Dam to allow continued percolation pond operations, while meeting the NMFS and CDFW requirements for fish passage of adult and juvenile steelhead/salmonids.

Task 4.1 - Hydraulic Modeling

Based upon field surveys to be conducted by Valley Water staff, Consultant will extend the model domain of the existing HEC-RAS 2D model for Coyote Creek to encompass the historical channel alignment downstream to the Highway 101 overpass, increasing the modeled reach in Coyote Creek by approximately 1,600 ft. Modeling will be conducted for the existing conceptual design and up to two iterations that may include modifications to the roughened ramp fishway, radial gate bypass structure, roughened approach channel, and attractant pool. Six flow conditions will be modeled, including the design maximum as well as seasonal flow requirements corresponding to NMFS and CDFW design flow criteria for steelhead, as well as Pacific lamprey.

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Task 4.1 – Deliverables

1. Hydraulic modeling of up to three design surfaces and six flow scenarios (one would be existing, and two of them would be Alternative 5 and Alternative 6)
2. Figures of the staff recommended alternative to be developed for use in the planning study report and optimized design, and will include at a minimum depth, velocity, and shear stress outputs in plan view. Figures will also include hydraulic profile plots of fish passage routes within the model domain.

Task 4.1 – Assumptions

1. Two virtual coordination meetings with Valley Water and technical team.

2. Valley Water will provide site survey data of the existing Pond 10B breach and lower Coyote Creek upstream of Hwy 101 to expand the existing model domain.

3. Initial modeling results to be completed within six weeks of delivery of survey data and existing HEC-RAS 2D model files.

4. Modeling of existing conceptual design and up to two design iterations.

Task 4.2 - Preliminary Design

4.2.1 Consultant will meet with Valley Water and technical team members (including NMFS and other agency staff as appropriate) in up to three coordination meetings to discuss preliminary design concepts that will allow the facility to be operated at a range of flows and water surface elevations while meeting NMFS and CDFW fish passage criteria. Consultant will provide up to two design iterations of the existing conceptual design to allow model simulations to be conducted (See Task 4.1).

4.2.2 Following Valley Water's completion of preliminary design and modeling, Consultant will prepare a Draft Preliminary Basis of Design Report that will include the plan and profile plots for the design iteration that best meets the overall design function. The Draft Preliminary Basis of Design Report will summarize the following:

a. Background and Project Understanding
b. Dam Hydrology

c. Summary of Modeling Results and Fish Passage Analyses
d. Discussion and Alternatives Recommendation for detailed design

4.2.3 Based on a consolidated set of non-conflicting Valley Water staff and legal comments, the Draft Preliminary Basis of Design Report will be revised by Consultant as a Draft Final version for subsequent review. Based on a consolidated set of non-conflicting Valley Water staff and legal comments on the Draft Final version, a Final Preliminary Basis of Design Report will be prepared by Consultant that can be distributed to the broader technical team members (e.g., NMFS and CDFW staff). The Final Preliminary Basis of Design Report will be submitted to Valley Water with electronic versions of plan and profile sheets of the recommended design as well as supporting CAD files.

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Task 4.2 – Deliverables

1. Draft Preliminary Basis of Design Report (electronic submittal)
2. Draft Final Preliminary Basis of Design Report (electronic submittal)
3. Final Preliminary Basis of Design Report (electronic submittal)
4. Plan and Profile sheets of the recommended alternative with supporting CAD files that will be provided as an electronic submittal

Task 4.2 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables will not fully conform to Valley Water Work Breakdown Structure (WBS) guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to three virtual coordination meetings with Valley Water and technical team.

3. Valley Water will provide Consultant with existing survey data of the Phase 2 design area in standard point format (.csv, .txt or within a .dwg file) for development of a digital elevation model (DEM) and designs.

4. Valley Water will provide Consultant with CAD standard formats and guidelines.

5. No geotechnical or structural engineering analyses is included in this task.

6. Preliminary design will evaluate fish passage criteria for adult and juvenile. steelhead/salmonids and lamprey and will be based on the versions indicated below:

    a. NOAA Fisheries West Coast Region Anadromous Salmonid Passage Design Manual (NMFS February 2023)
    b. California Salmonid Stream Habitat Restoration Manual, Part XII Fish Passage Design and Implementation (CDFG 2009)
    c. Practical guidelines for incorporating adult Pacific lamprey passage at fishways, Version 2.0 (Lamprey Technical Workgroup 2022)

7. Two drafts and one final version of the Preliminary Basis of Design Report. Assumes review will be conducted by Valley Water technical team only, with comments provided as a single set of non-conflicting comments for each review cycle.

8. Consultant will revise and finalize the Basis of Design report within four weeks of receipt of comments by Valley Water and legal team for each draft cycle.

9. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.

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10. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

11. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the designs will be limited to one additional modeling iteration.

12. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.3 - 60 Percent Design Plans, Specifications, Estimate (PSE), and Basis of Design (BOD) Report

4.3.1 In consultation with Valley Water and based upon hydraulic modeling results of the preliminary design, and comments submitted by Technical Working Group (TWG) members (including NMFS or other agency staff) on the Final Preliminary Basis of Design Report from Subtask 4.2, Consultant will incorporate any refinements to the recommended alternative. Consultant will generate 60 percent design plans, technical specifications, and engineer's cost estimate. The design plans at the 60 percent level will include the following sheets:

a. Title Sheet, General Notes,
b. Survey Layout including Survey Datums and Rights of Way
c. Site Utilities Plan (Underground and Overhead)
d. Existing Conditions & Demolition Plan
e. Grading Overview Plan
f. Staging, Access, and Creek Diversion and Dewatering Plan

4.3.2 Consultant will provide an administrative review version of the 60 percent design plans (including the technical specifications and engineer's cost estimate) and a draft Final Basis of Design Report to Valley Water for review. Based on a consolidated version of Valley Water staff comments, Consultant will revise the 60 percent design plans and the draft Final Basis of Design Report for distribution of Final 60 percent design plans and Final Basis of Design Report to the technical team. The Final 60 percent design plans (including the technical specifications and engineer's cost estimate) and Final Basis of Design Report will be electronically submitted to Valley Water with the 60 percent design plans in CAD format.

Task 4.3 – Deliverables

1. Draft and Final Basis of Design Report (electronic submittal)
2. Draft and Final 60 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

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Task 4.3 – Assumptions

1. Because this project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Up to two virtual coordination meetings with Valley Water and technical team.

3. Any geotechnical or structural engineering required will be conducted by Valley Water or other subcontractor and is not included in this scope.

4. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the Subtask 4.2 recommended alternative will be limited to one additional modeling iteration. Any updates to fish passage criteria assessment will be included in the Basis of Design Report.

5. Draft and Final Basis of Design Report, including any updated modeling results, 60 percent design plans, technical specifications and engineer's cost estimate will be provided to Valley Water electronically.

6. Valley Water staff and attorney comments on 60 percent designs will be provided as a single set of non-conflicting comments.

Task 4.4 - Final Design Plans and Specifications

4.4.1 Consultant will prepare draft and final versions of the 90 and 100 percent design plans in coordination with Valley Water. Based on a consolidated version of Valley Water staff and attorney comments on the 90 percent design plans and Final Basis of Design Report, and comments received by TWG members (including NMFS or other agency staff), Consultant will finalize the 100 percent designs and Basis of Design Report.

4.4.2 Consultant will attend up to four coordination meetings with Valley Water and technical team members (including agency staff as appropriate) as Consultant develops the 90 percent and 100 percent design plans. Consultant will include an updated and Final Engineer's Estimate of probable construction costs.

Task 4.4 – Deliverables

1. 60 Percent Design and 90 Percent Design responses to NMFS and CDFW technical comments
2. Draft and Final 90 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)
3. Draft and Final versions of an Amended Final Basis of Design Report (if required).
4. Draft and Final 100 Percent Design Plans, Technical Specifications and Engineers Cost Estimate (electronic submittal)

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Task 4.4 – Assumptions

1. Because Project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Consultant will respond to NMFS and CDFW technical comments on the 60 percent and 90 percent design plans (including the technical specifications and engineer's cost estimate) and the Final Basis of Design Report.

3. Technical review comments provided by NMFS and CDFW will be reviewed by Consultant and addressed in coordination with Valley Water. Assumes Valley Water will lead responses to comments that are process-based and not related to the engineering design or technical aspects of fisheries resources.

4. Up to three virtual coordination meetings with Valley Water and technical team.

5. Valley Water and any attorney comments on the 90 percent and 100 percent Designs will be provided as a single set of non-conflicting comments for each review cycle.

6. Assumes comments from NMFS and CDFW on the 90 percent or 100 percent design.

7. Assumes comment responses can be resolved on the basis of completed designs, BOD, and associated modeling and no additional quantitative analysis or modeling is necessary to address the comments (see modeling assumption below).

8. Any design modifications made to address fish passage criteria will be verified through supplemental 2D hydraulic modeling. Additional modeling that may be required due to refinements to the 90 percent designs will be limited to one additional modeling iteration.

9. Updates to fish passage criteria assessment will be included as part of an amended Final Basis of Design Report.

Task 4.5 - Operations Support

Based on the final design and supporting modeling, Consultant will provide recommendations for facility operations and other as-needed support for project permitting in the form of areas, volumes, linear feet, and other quantity take-offs from the design plans. Deliverables will be coordinated with Valley Water for appropriate phasing, as requested by Valley Water.

Task 4.5 – Deliverables

1. Technical memoranda, emails, and copies of existing files as required to support information requests (electronic submittals)

Task 4.5 – Assumptions

1. Up to three virtual coordination meetings with Valley Water and permitting team.
2. Permitting support will be provided on a time and materials basis up to about 109 hours of support time.

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Task 5 - Live Oak Restoration Reach Design Support and Field Support

Task 5.1 - Hydraulic Modeling

5.1.1 Consultant will run hydraulic modeling using the existing 2-D HEC RAS model developed during 30 percent and 60 percent design phases. Consultant will incorporate flow split hydraulics provided by AECOM and post dam retrofit hydraulics (FAHCE+) to create a flow distribution for the south channel and main reaches of Live Oak for the range of flows.

5.1.2 Hydraulic modeling runs will include the full range of return intervals under FAHCE+ and Habitat and Geomorphic flows as outlined in the BE Table 5 shown below. The Table shows the flow runs and terrains included in this task.

Table 5 – Biological Evaluation

Return period or flow	Reference	Terrains
500 Year	FAHCE Stochastic Flows	Existing, Proposed
200 Year	FAHCE Stochastic Flows	Existing, Proposed
100 Year	FAHCE Stochastic Flows	Existing, Proposed
50 Year	FAHCE Stochastic Flows	Existing, Proposed
25 Year	FAHCE Stochastic Flows	Existing, Proposed
20 Year	FAHCE Stochastic Flows	Existing, Proposed
10 Year	FAHCE Stochastic Flows	Existing, Proposed
5 Year	FAHCE Stochastic Flows	Existing, Proposed
2 Year	FAHCE Stochastic Flows	Existing, Proposed
1000 cfs	BE Habitat and Geomorphic	Existing, Proposed
250 cfs	BE Habitat and Geomorphic	Existing, Proposed
90 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
50 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)
30 cfs	BE Habitat and Geomorphic	Existing, Proposed (3 iterations)

Task 5.1 – Deliverables

1. Refined roughness raster and hydraulic modeling summary figure in BOD
2. Appendix with results for existing versus proposed terrain simulations showing depth and velocity for 8 of the simulated flows

Task 5.1 – Assumptions

1. Flow regime will not change during the 90 percent design analysis.

2. Upstream design work as part of ADSRP and ADTP is provided to Consultant as DEM to integrate into downstream hydraulics.

3. New habitat suitability analysis using CDFW code is not included.

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Task 5.2 - 90 Percent Design: Design Analysis and Refinement, Plans, Specifications, Estimate (PSE) and Basis of Design Report (BOD)

5.2.1 Consultant will conduct design analysis to optimize target aquatic species habitat and substrates under proposed conditions. This analysis will include up to 3 iterations of possible in-channel designs. Digital elevation models for each iteration will be analyzed for appropriate depth and velocity conditions for fry rearing and adult spawning habitat criteria. The optimized design iteration will become the 90 percent design to be used for plans, specifications, estimates, habitat suitability mapping, and BOD report. Design refinement will incorporate results from the design analysis and comments to the 60 percent PSE and BOD in to the 90 percent PSE and BOD.

5.2.2 Consultant will prepare 90 percent design plans and specifications. Deliverables will be coordinated with Valley Water and H.T. Harvey and Associates for appropriate phasing, as requested by Valley Water and include response to resource agency comments on the 60 percent PSE and BOD.

5.2.3 Design Plans

Consultant will include design plans reflecting a 90 percent understanding of design conditions which include the following sheets:

Sheet 1	Title sheet
Sheet 2	General Notes
Sheet 3	Site Key & Construction Access Plan
Sheet 4	Existing Conditions, Demo, and Site Preparation Plan
Sheet 5	Grading Overview and Horizontal Control Plan
Sheet 6-8	Typical Sections
Sheet 9-12	Grading Plans and Profiles
Sheet 13-16	Grading Sections
Sheet 17-20	Enhancement and Revegetation Plans
Sheet 21-22	Large Wood Details
Sheet 23	Large Wood Anchoring and Log Schedule
Sheet 24	Revegetation Tables

5.2.4 Specifications

Consultant will include revised draft specifications.

5.2.5 Cost Estimate

Consultant will include an Engineer's Estimate of probable construction costs in the BOD report.

5.2.6 Basis of Design Report

Consultant will include the following items in the BOD report:
- Background and Project Understanding
- Field Assessment Summary (Topography & Grain Sizes)
- Dam Hydrology and Hydraulic Modeling
- Design Calculations and Discussion

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- Summary of Design Approach
- Habitat Suitability Analysis of Proposed Conditions
- Permit Impacts
- Quantities and Construction Costs
- Construction Methods
- Monitoring and Maintenance

Task 5.2 – Deliverables

1. Draft 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
2. Final 90 percent design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
3. Updated Appendix B from the 60 percent design (Gravel Augmentation Plan)

Task 5.2 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Two virtual coordination meetings with Valley Water and Live Oak Restoration team.

3. One TWG meeting presentation.

4. Consultant will provide support for 90 percent design plans and specifications using Consultant standardized formatting.

5. Two Consultant staff will attend a site visit with Valley Water to check site access conditions for the contractor, vegetation, utilities (overhead and below ground that are visual) and any foreseeable site constraints for the contractor.

Task 5.3 - Final (100 Percent) Design: Plans, Specifications, Estimate (PSE), and Basis of Design Report (BOD)

Consultant will integrate resource agency permitting conditions, comments from Valley Water, and other Consultants, as well as general comments from Agency representatives in the TWG into a revised design. Consultant will prepare final (100 percent) plans, specifications, and cost estimates. Consultant will revise the BOD report to reflect the final design. Consultant will also revise Appendix B – Gravel Augmentation Monitoring, Maintenance and Management Plan (GAMMMP) to reflect the input received through review of the 90 percent design and permitting applications.

Task 5.3 – Deliverables

1. Construction bid package with Final (100 percent) design plans, specifications, Engineer's Estimate and Basis of Design Report (electronic submittals only)
2. Updated Appendix B from the 90 percent design (GAMMMP)

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Task 5.3 – Assumptions

1. Because the project has been developed to address ADSRP/FOCP requirements, work process and deliverables do not fully conform to Valley Water Work Breakdown Structure guidance documents for planning (W-730-122) and design (W-730-122) phases.

2. Consultant will provide 100 percent design plans and specifications using Consultant standardized formatting.

3. Up to 4 virtual meetings with Valley Water and 1 TWG meeting.

4. No additional changes in dam-release hydrology, no additional hydraulic modeling is needed beyond 90 percent design phase, and no additional changes in overall hydraulic conditions.

Task 5.4 – Field Support

Consultant will assist Valley Water and the selected contractor with field support through meetings, RFI responses, and on-site support including field fitting, providing clarity of the design drawings, and field verification of specification compliance.

Task 5.4 – Assumptions

1. Up to 60 labor hours for RFI responses.

2. Up to two Consultant staff attend weekly 1-hour meetings with Valley Water staff for 12 weeks total.

3. Up to 30 hours/week for three weeks of on-site design implementation support (including associated travel-related expenses).

Task 6 - Supplemental Services

Valley Water may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the 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.

6.1 Specific examples of possible Supplemental Services include:

6.1.1 Additional new technical studies or new subject area studies or permits required that may arise as the project matures.
6.1.2 Additional support on designs or modeling as necessary
6.1.3 Additional public outreach visual materials

6.2 **Additional Services**. The 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 5 as Task 6 Supplemental Services, to include but not be limited to:

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6.2.1 Additional meetings;
6.2.2 Additional time allotted for meetings;
6.2.3 Additional status/progress reports;
6.2.4 Additional telephone conference calls;
6.2.5 Additional technical memorandums and reports

8. Attachments

The following Schedule EP, Scope of Services, 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

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SCHEDULE EP
ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **$2,000,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed 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.

2. Cost Breakdown

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	$183,268
2	Planning and Permitting Support	$500,748
3	Ogier Ponds Restoration Project Technical Support	$367,804
4	Phase 2 Coyote Percolation Dam Design	$418,815
5	Live Oak Restoration Reach Design Support and Field Support	$346,974
6	Supplemental Services	$182,391
	Total Not-to-Exceed Fees	$2,000,000

3. Terms and Conditions

A. Payments for services performed, as defined in this Schedule, which applies to the specific Services, will be based on the following terms:

1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of

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Labor, Bureau of Labor Statistics, or 3.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

B. **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 as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.

2) Equipment purchased on behalf of Valley Water that costs $50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). 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 costs. 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 (VWPM). 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, 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 (VWPM) 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 plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

5) For staff with rates exceeding the rate of $[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

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C. **Prevailing Wage Requirements** [NOT USED]

1) The Scope of Services described in a Task INSERT APPLICABLE TASK NUMBER HERE may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/ UNIT RATE
Consultant: Stillwater Sciences	
Principal-in-Charge	$265
Principal Scientist/Engineer	$232
Senior Scientist/Engineer	$208
Associate Scientist/Engineer	$186
Assistant Scientist/Engineer	$165
Scientist II	$148
Scientist I	$136
Senior Technician II	$120
Senior Technician I	$105
Technician/Administrative	$84

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SCHEDULE EP
ATTACHMENT TWO
SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

2. This Agreement expires on December 31, 2026, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.

3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed Due Date
1	Project Management	Duration of Agreement
2	Planning and Permitting Support	December 2025
3	Ogier Ponds Restoration Project Technical Support	August 2025
4	Phase 2 Coyote Percolation Dam Design	August 2025
5	Live Oak Restoration Reach Design Support and Field Support	December 2025
6	Supplemental Services	Duration of Agreement

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SCHEDULE EP
ATTACHMENT THREE
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
Sapna Khandwala	Principal-in-charge	Contract Oversight	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 (510) 848-8098 x125 sapna@stillwatersci.com
Ethan Bell	Principal-in-charge	Quality Control/Senior Oversight Fisheries	895 Napa Ave, Suite B-3 Morro Bay, CA 93442 (805) 570-7499 ethan@stillwatersci.com
Katherine Ayres	Principal Scientist	Project Manager	279 Cousteau Place #400 Davis, CA 95618 (206) 817-7112 kayres@stillwatersci.com

2. The following Subconsultants and Subcontractors are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information
None	-	-

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SCHEDULE EP
ATTACHMENT FOUR
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Ogier Ponds Feasibility Study : Feasibility of Removing Surface Hydraulic Connection Between Coyote Creek and Ogier Ponds (Consultant: Todd Groundwater) March 2018 https://californiarevealed.org/do/07aaf9e7-1e7f-4ea2-9134-1a6e167769d2
4	Draft Environmental Impact Report dated September 1, 2023 https://www.valleywater.org/public-review-documents

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Santa Clara Valley Water District

File No.: 26-0509

Agenda Date: 6/23/2026
Item No.: 9.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve Fiscal Year 2026 Standard Grants for the Safe, Clean Water and Natural Flood Protection Program.

RECOMMENDATION:

A. Review and discuss staff's recommendations for Fiscal Year 2026 Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) standard grant awards;
B. Authorize the Chief Executive Officer or designee to approve and execute non-consultant agreements for four (4) standard grant projects at a total not-to-exceed amount of $1,776,760; and
C. Authorize reallocating the remaining Fiscal Year 2026 standard grant funding towards Fiscal Year 2027 mini-grants and refill station grants, with $73,240 for mini-grants and $20,000 for refill station grants.

SUMMARY:

About the Safe, Clean Water Grants and Partnerships Program

The Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) is a voter-approved special parcel tax that provides funding for local projects that deliver safe, clean water, natural flood protection, and environmental stewardship to all the communities in Santa Clara County.

One of the Safe, Clean Water Program projects is Project F9: Grants and Partnerships for Safe, Clean Water, Flood Protection and Environmental Stewardship (Grants and Partnerships Program). This project leverages community resources for the efficient use of funds to implement projects related to the Safe, Clean Water Program priorities. The project also promotes public involvement, awareness, and education of safe, clean drinking water, flood protection, and environmental stewardship through community-led projects that are located within, or serve, Santa Clara County.

In fiscal year 2024-25 (FY 2025), Santa Clara Valley Water District (Valley Water) completed the redesign of the Grants and Partnerships Program to align with the changes adopted through the passage of the Safe, Clean Water Program and address the recommendations from the FY 2021

Grants Management Performance Audit Report.

The grants redesign, which began in FY 2023, focused on streamlining grant administration and updating standard grant criteria to better align grant requirements with project size, risk, and complexity.
To support the redesign, the Board postponed the FY 2024 standard grants cycle and redistributed $1.4 million in funding across FY 2025 through FY 2027, increasing annual standard grant funding to $1.87 million.

In May 2024, the Board approved significant program improvements, paving the way for their implementation in FY 2025. The improvements to standard grants include:

- Recategorizing grant types into the following categories:
  - Education Grants
  - Planning Grants
  - Stewardship Grants
  - Implementation Grants (available in FY 2026)
- Implementing alternating grant categories every other year
- Fully funding standard grant requests
- Reducing the match funding requirement to 15% for Stewardship and Implementation Grants
- Eliminating a match funding requirement for Education and Planning Grants
- Establishing a minimum and maximum grant request amount per project ($50,000 to $500,000 for Implementation Grants)
- Streamlining the application and agreement development processes
- Updating the eligibility requirements for applicants
- Making the grantee insurance costs associated with the grant project eligible for reimbursement

Fiscal Year 2026 Standard Grant Cycle
In the FY 2026 standard grants cycle, a total of $1.87 million in grants is available to fund a diverse range of project types, project locations, and project sizes within the Implementation category:

- ***Implementation Grants*** - for public agencies with shovel-ready construction or large-scale implementation projects that advance Safe, Clean Water Program priorities in Santa Clara County. Eligible projects may include:
  - Creeks and stream restoration;
  - Water conservation or recycled water infrastructure;
  - Creating or enhancing wetland, riparian, and tidal marsh habitats;
  - Protecting species of special status;
  - Improving fish passage and habitat; and
  - Removing non-native, invasive plant species and planting native species.

Applicants could request up to $500,000 per project. As part of the grants redesign, Valley Water intends to award 100% of the applicant's requested amount in FY 2026 to avoid partial funding for projects.

FY 2026 Standard Grant Guidelines
FY 2026 is the first standard grant cycle to offer the Implementation Grant category, with updated criteria from the Board-approved 2025 Grants Redesign. This included shifting the standard grant criteria away from limited, singular benefit categories to a "right-sized" approach based on project features and activities that would apply universally to all grant categories. The FY 2026 Standard Grant Guidelines (Attachment 1) incorporated these changes.

Application Timeline
On February 23, 2026, Valley Water announced the opening of the FY 2026 standard grant cycle with the release of the Grant Guidelines and accepted grant applications
via Valley Water's online Fluxx grants management system until it closed on April 24, 2026, at 11:59 p.m.

Outreach Effort
Because the FY 2026 grant cycle limited eligible applicants to public agencies, staff implemented targeted outreach to eligible government agencies. Information was also shared with non-government agencies, such as non-profits, who may want to partner with eligible applicants. In addition to targeted outreach, staff promoted the Calendly meeting scheduling tool more in response to feedback from prior years.

The general grants webpage (valleywater.org/grants <https://valleywater.org/grants>) and the standard grants webpage (valleywater.org/standardgrants <https://valleywater.org/standardgrants>) were updated with the FY 2026 standard grants cycle information. Staff also created a flyer that was available for download and included in outreach emails.

Outreach efforts included the following:

- Virtual informational workshop: March 9, 2026 (recording available)
- Email announcements to Grants email subscribers:
  - Non-government agencies: 149 contacts, February 23, 2026
  - Government agencies; 45 contacts; February 23, 2026; March 4, 2026
- Email announcements to government agency contacts through other Valley Water programs
  - Santa Clara County Community Rating System communities
  - Creek Connections Action Group
  - Santa Clara Valley Urban Runoff Pollution Prevention Program
  - Recycled and Purified Water Outreach Technical Advisory Group (specifically to City of Palo Alto, City of San Jose, City of Santa Clara)
- Email announcements to Office of Government Relations contacts comprising elected officials, city managers, and executive leaders in Santa Clara County
- Announcement at the Water Commission meeting: April 8, 2026
- Announcement at the Cities Association of Santa Clara County meeting: April 9, 2026

Applications Received
At the close of the standard grant cycle, Valley Water received eight applications, five of which were from cities/towns, and three from special districts. The project summaries for all applications are shown in Attachment 2.

Application Review and Evaluation
The FY 2026 Standard Grant Guidelines provided applicants with a list of minimum qualifications and criteria for each section and grant category type. Applicants were encouraged to provide adequate rationale and documentation to support their application.

The panels were made up of Valley Water staff who are subject matter experts on relevant topics such as pollution prevention, environmental stewardship, native habitat restoration, permitting, regulations, and environmental planning. The subject matter experts spanned several units and divisions throughout the agency.

The panelists scored the applications based on the evaluation criteria identified in the FY 2026 Standard Grant Guidelines. Panelists considered the quality of the project and responses within each application section.

To provide continuity in the evaluation, the panelists rated each section on a scale from zero to five, in accordance with the FY 2026 Standard Grant Guidelines (Attachment 1). All section scores per project were multiplied based on a weighted scoring system and added together to produce a total project score out of a maximum of 100 points. Panelists' scores were then averaged to calculate a final score for each application.

FY 2026 Standard Grant Funding Recommendations
Staff funding recommendations are based on the standard grant framework that the Board approved under the Grants Redesign on May 27, 2024. This includes the availability of $1.87 million for standard grants in FY 2026.

The following projects are recommended for 100% funding based on the final project scores from the panelists for a total not-to-exceed amount of $1,776,760:

- Santa Clara Valley Habitat Agency, Pajaro River Riparian and Floodplain Restoration Project ($500,000)
- Midpeninsula Regional Open Space District, Santa Cruz Kangaroo Rat Habitat Management Plan Implementation ($500,000)
- City of Cupertino, Lawrence-Mitty Park and Trail Project ($500,000)
- Santa Clara Valley Transportation Authority, Green Line Water Conservation Landscaping and Pocket Forests ($276,760)

Applications Not Recommended for Funding
The evaluation panel scores indicate the strength and quality of the application and its alignment with Valley Water's mission and the FY 2026 Standard Grant Guidelines.

In general, applications received lower scores for the following reasons:

- Incomplete, inconsistent, or vague responses;
- Lacking a strong tie and connection to Safe, Clean Water Program priorities;
- Inability to demonstrate project readiness; and
- Heavy reliance on elements and activities that are better suited under other grant categories, such as the Stewardship Grant category, or that could be funded through other public programs, such as through Valley Water's water conservation programs.

Staff will continually endeavor to incorporate tips related to these areas into future applications and resources, such as workshops, help text, and guidance documents, to help applicants improve their submissions in future grant cycles.

Applicants who do not receive funding in FY 2026 will have the opportunity to meet with grants staff to debrief on their application feedback. Applicants with projects more aligned with Stewardship Grants are also strongly encouraged to apply in the FY 2027 Standard Grant Cycle.

Post-Award Next Steps

Upon the Board's funding award decision, staff will notify all applicants and meet with the awarded applicants to review the next steps and develop a grant agreement. Grantees may begin their project activities and grant invoicing after the grant agreement is executed.

The agreement terms will be for five years from the agreement's effective date.

The grant agreements will contain the standard provisions related to communications, including:

- Inclusion of Safe, Clean Water Program logo on all project materials presented to the public;
- All materials that include Safe, Clean Water Program logo are subject to review and approval by Valley Water;
- Mention of "Safe, Clean Water and Natural Flood Protection Program" as appropriate when funding sources for the project are printed or presented;
- Early notification to and invitations provided to Valley Water for any project related events; and
- Invitation with speaking roles for members of the Board at project groundbreaking and opening ceremonies.

Additionally, grantees will be asked to report project data and measurable outcomes of all activities, including any community engagement and outreach, so staff can assess the impact of the grant funding.

The grant agreements will contain standard provisions requiring grantees to prepare a project fact sheet and make a presentation at an event or meeting hosted by Valley Water when the project is completed, upon request.

Other provisions will include clear success measures, adherence to the project schedule, and guidelines. Finally, staff is recommending that the Board authorize the CEO or designee to approve and execute the grant agreements for the projects recommended for award, that comply with CEQA

requirements before conducting activities that require CEQA compliance.

FY 2026 Standard Grant Cycle Assessment
As part of its larger continual improvement efforts, staff will continue to assess the Grants Program, including the 2026 standard grant cycle, through its annual survey and ongoing feedback from applicants, grantees, panel members, and grants program staff, to identify areas for improvement in the application and Standard Grant Guidelines. Any improvements that are identified and deemed appropriate will be incorporated into future grant cycles.

Reallocating Remaining FY 2026 Funds to FY 2027 Mini-Grant and Refill Station Grant Programs
If the FY 2026 standard grant funding recommendations are approved by the Board, the total not-to-exceed award amount would result in a remainder of $93,240. This remaining amount is not sufficient to fund any additional standard grant projects at 100% of their requested amount. Staff recommends allocating the total remaining funds to the FY 2027 mini-grant and refill station grant programs.

Staff have received a significant increase in demand for mini-grants since increasing the award amount from $5,000 to $10,000 under the redesigned FY 2025 mini-grant program. Reallocating $73,240 in remaining funding to the FY 2027 mini-grant program would make it accessible year-round and help kick-start more eligible projects in the next fiscal year.

In addition, the refill station grants have steadily increased due to growing demand, word of mouth, and the increased number of installations, which expanded the program's visibility throughout the community. Staff recommends reallocating $20,000 in remaining funding to the FY 2027 refill station grant program to help meet the demand year-round.

ENVIRONMENTAL JUSTICE IMPACT:
There are no likely environmental justice impacts associated with the FY 2026 standard grant funding recommendations.

FINANCIAL IMPACT:
Financial impact associated with this item is limited to the applications approved for funding per Board action. The FY 2026 budget includes sufficient funding of $1,870,000 for standard grant agreements under Project F9: Grants and Partnerships for Safe, Clean Water, Flood Protection and Environmental Stewardship (Project No. 26061021). A budget adjustment will be prepared to reallocate a total of $93,240 for mini-grants ($73,240) and refill station grants ($20,000) in FY 2027.

CEQA:
The recommended action does not constitute a project under CEQA (per CEQA Guidelines Section 15378(a)) because it does not commit Valley Water to a definite course of action, and therefore has no potential to result in a direct or reasonably foreseeable indirect environmental impact. Specifically, it is a government fiscal activity which is not a project because it does not involve commitment to any

specific project that may result in a potentially significant environmental impact, per CEQA Guidelines Section 15378(b)(4).

The Board action is approval of staff recommendations to fund projects following project-specific CEQA compliance, if required, and is not a commitment to fund those projects. It does not foreclose Valley Water's exercise of discretion with respect to a project, including but not limited to considering other feasible alternatives or mitigation measures to avoid or minimize a project's impacts, requiring a grantee to make such modifications deemed necessary to reduce a project's impacts, or determining not to proceed with one or more components of a project.

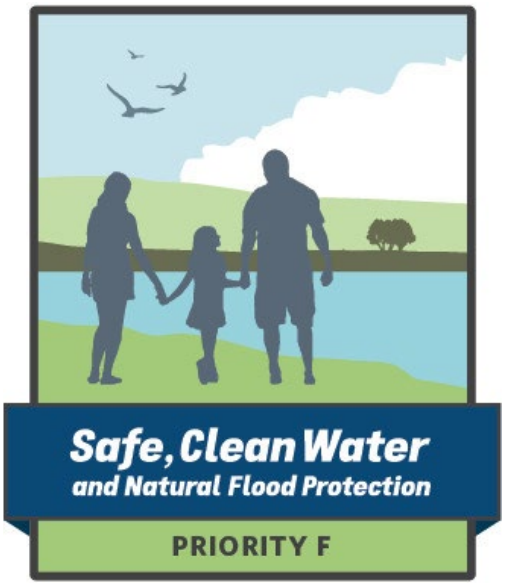
ATTACHMENTS:
Attachment 1: FY 2026 Standard Grant Guidelines
Attachment 2: FY 2026 Standard Grant Application Summaries
Attachment 3: FY 2026 Staff Funding Recommendations
Attachment 4: PowerPoint

UNCLASSIFIED MANAGER:
Rachael Gibson, 408-630-2884

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM

GRANTS & PARTNERSHIPS

2026 STANDARD GRANT GUIDELINES



Safe, Clean Water and Natural Flood Protection Program
Funded by a Special Parcel Tax

YOUR TAX DOLLARS AT WORK

Valley Water

Safe, Clean Water and Natural Flood Protection

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SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
2026 STANDARD GRANT GUIDELINES

1. ABOUT SANTA CLARA VALLEY WATER DISTRICT

Santa Clara Valley Water District (Valley Water) is a public agency providing water supply, flood risk reduction, and stream stewardship for Santa Clara County (County). Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood risk reduction and stewardship of streams on behalf of the County's two million residents. Valley Water effectively manages the County's groundwater resources, ten dams and surface water reservoirs, three water treatment plants, a purification center, a state-of-the-art water quality laboratory, and approximately 333 miles of streams.

Valley Water's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

2. ABOUT THE SAFE, CLEAN WATER PROGRAM

In November 2020, voters in the County overwhelmingly approved Measure S, a renewal of Valley Water's Safe, Clean Water and Natural Flood Protection (Safe, Clean Water) Program. The renewal of the Safe, Clean Water Program provides approximately $47 million annually for local projects that deliver safe, clean water, natural flood protection, and environmental stewardship to all the communities in the County.

The Safe, Clean Water Program includes six priorities, from A through F. As part of Priority F: Support Public Health and Public Safety for Our Community, funding for community grants and partnerships is organized under Project F9: Grants and Partnerships for Safe, Clean Water, Flood Protection, and Environmental Stewardship.

2.1. Project F9: Grants and Partnerships for Safe, Clean Water, Flood Protection, and Environmental Stewardship

a. Project F9 provides grants and partnerships for agencies, organizations and individuals for water conservation, pollution prevention, creek cleanups and education, wildlife habitat restoration and wildlife corridors and crossings, and access to trails and open space. Eligible projects include water conservation; recycled water programs and infrastructure; pollution prevention programs; watershed stewardship; creek cleanups; education; and developing plans and/or implementing projects that create or enhance wetland, riparian and tidal marsh habitat; protect special status species; improve fish passage and habitat; remove non-native, invasive plant species; plant native species; partnerships to remove flood-inducing blockages, and provide access to creekside trails or trails that provide a significant link to the creekside trail network.

(1) Project F9 Benefits

(a) Leverages community resources for efficient use of funds to implement projects that conserve water, prevent trash and contaminants from entering our waterways and groundwater, enhance creek and bay ecosystems, and expand trail and open space access.

(b) Increases collaborations and partnerships with cities, the County, nonprofit organizations, schools and other stakeholders.

(c) Promotes public involvement, awareness and education of safe, clean drinking water, flood protection and environmental stewardship through community-led projects.

(2) Related F9 Key Performance Indicators (KPIs) for FY22–36

(a) KPI # 1: Provide a grant and partnership cycle each year for projects related to safe, clean drinking water, flood protection and environmental stewardship.

(b) KPI #2: Provide annual funding for bottle filling stations to increase drinking water accessibility, with priority for installations in economically disadvantaged communities and locations that serve school-age children and students.

(c) KPI #3: Provide annual mini-grant funding opportunity for projects related to safe, clean drinking water, flood protection and environmental stewardship.

3. SAFE, CLEAN WATER GRANTS AND PARTNERSHIPS PROGRAM

3.1. Program Administration

a. The Safe, Clean Water Grants and Partnerships Program (Grants Program) is administered by the Office of Civic Engagement (OCE) within the External Affairs Division.

(1) OCE partners with the community through grants, volunteer opportunities, and educational activities to raise public awareness and interest in water management resource issues, water pollution prevention, water conservation and to build understanding, trust, and support of Valley Water's goals and mission.

b. Grants staff are responsible for managing day-to-day grant administration and ensuring the grant application and evaluation processes are open, fair, and transparent.

3.2. Grants and Partnerships Program Redesign

a. Valley Water initiated the Grants and Partnerships Program Redesign Project (Redesign Project) in Fiscal Year (FY) 2023 to update and improve the Grants Program, align with the changes adopted through the passage of Measure S, and address the recommendations from the 2021 Grants Management Performance Audit Report.

b. The approach for implementing the Redesign Project consisted of streamlining grant administration and updating the Standard Grant Program (Standard Grants) criteria. The redesign addressed the audit recommendations that apply to standard grants, including scaling the application and reporting requirements to fit each grant's size, risk, and complexity and aligning with the expanded Safe, Clean Water Program under Measure S.

c. On May 27, 2024, Valley Water's Board of Directors (Board) approved significant improvements to the Grants Program, paving the way for their implementation in FY 2025 and FY 2026.

d. The updates that applied to Standard Grants included:

(1) Recategorizing grant types into the following categories:

(a) Education Grants

(b) Planning Grants

(c) Stewardship Grants

(d) Implementation Grants

(2) Offering alternating grant categories every other year. In FY 2026, the Implementation Grant is available (Education, Planning, and Stewardship Grant opportunities will be available in FY 2027).

(3) Reducing the match funding requirement to 15% for Stewardship and Implementation Grant categories.

(4) Eliminating a match-funding requirement for Education and Planning Grants.

(5) Establishing a minimum and maximum grant request amount per project:

(a) $10,001 to $150,000 for Education, Planning, and Stewardship Grants.

(b) $50,000 to $500,000 for Implementation Grants.

(6) Streamlining the application and agreement development processes.

(7) Updating the eligibility requirements for applicants.

(8) Making grantee insurance costs associated with the grant project eligible for reimbursement.

4. STANDARD GRANTS

4.1. Purpose

a. The purpose of the Standard Grants is to provide competitive grant funding opportunities for community projects related to safe, clean drinking water, flood protection, and environmental stewardship.

b. This *Safe, Clean Water and Natural Flood Protection Program Grants and Partnerships 2026 Standard Grant Guidelines* (Guidelines) document provides information about the current Standard Grants funding opportunity available.

4.2. Funding

a. In the FY 2026 Standard Grants cycle, a total of $1,870,000 in grants is available to fund a diverse range of projects that meet the Implementation Grant eligibility requirements and criteria.[1]

b. A project may be authorized for the full requested funding amount. Valley Water's goal is to award full funding up to $500,000 per project; however, the Valley Water Board will ultimately determine the final grant award amount(s).

c. Not all projects that meet minimum requirements are guaranteed to receive funding.

d. Projects receiving Implementation Grants must be completed within five (5) years of the agreement's effective date.

e. Awards will be provided on a reimbursement basis. The final ten percent (10%) of the reimbursable grant award amount will be retained until project completion.

f. Funds may not be used for:

(1) Pre-award costs

(2) Proprietary work, the results of which cannot be released to the public

(3) Ineligible costs (as defined in Section 4.6 Ineligible Costs)

4.3. Eligible Applicants

a. Eligible entities for the Implementation Grant opportunity include:

(1) Public agencies such as local cities, towns, and County agencies

(2) Open space, resource conservation, and special districts

b. Eligible applicants may seek grant funding for more than one project.

[1] Funding amounts are subject to change.

4.4. Eligible Projects

a. Proposed projects must be located within Santa Clara County[2] and support at least one of the following Safe, Clean Water Program priorities:

(1) Safe, clean drinking water and water conservation

(2) Flood risk reduction

(3) Environmental stewardship

b. In FY 2026, **the Implementation Grant** opportunity is available.

(1) ***Implementation Grants*** provide a significant funding opportunity for public agencies with shovel-ready construction or large-scale implementation projects that advance Safe, Clean Water Program priorities in Santa Clara County. Eligible projects may include:

(a) creeks and stream restoration;

(b) water conservation or recycled water infrastructure;

(c) creating or enhancing wetland, riparian, and tidal marsh habitats;

(d) protecting species of special status;

(e) improving fish passage and habitat; and

(f) removing non-native, invasive plant species and planting native species.

(2) ***Education, Planning, and Stewardship Grants*** are <u>not</u> available in the FY 2026 Standard Grant Cycle.[3]

4.5. Ineligible Projects

a. The following projects and activities will not be considered for award:

(1) Projects that have not completed California Environmental Quality Act (CEQA) compliance at the time of application.

(2) Projects that are located outside of Santa Clara County and/or do not benefit residents of Santa Clara County.

(3) Projects with advocacy or political components, including political endorsements, petitions, fundraising, legislation, or any other activity directed toward the success or failure of a political party, candidate, political office, or political group.

[2] If portions of the project area fall outside of Santa Clara County, grant funds would only be eligible for work and activities done within Santa Clara County.
[3] Standard grant categories will alternate every other year. Education, Planning, and Stewardship Grant opportunities will be available in FY 2027.

(4) Projects that are inaccessible to the general public or that require payment or fees for participation, unless accessibility is limited to protect habitat or special status species.

(5) Mitigation projects.

(6) Projects designed to meet regulatory or permit obligations (unless grant funding is for project activities above and beyond required activities).

(7) Operations and maintenance of existing mitigation or enhancement projects.

(8) Operations and maintenance of existing projects, programs, or the applicant's general ongoing and day-to-day operations.

4.6. Ineligible Costs

a. The following activities and costs will not be considered for funding or reimbursement:

(1) Pre-award expenditures.

(2) Land acquisition.

(3) Supplement other Valley Water funds for the same project or work at the same time. For example, if an applicant is under contract through another program at Valley Water, then they cannot apply for grant funding for the same project or scope during the same period.

(4) Supplement other Valley Water programs, such as adopting a creek or receiving a landscape rebate.

(5) Any costs that are not directly related to the project, including, but not limited to:

(a) Airfare, long-distance travel, lodging, and gasoline.[4]

(b) Professional development, conferences, professional licensing, or accreditations.

(c) Operational costs such as office rent, utilities, office equipment, taxes, general insurance costs, audiovisual equipment, electronics, business advertising, cellular phones, etc.

(d) Food and beverages for staff-only meetings or events.

(e) Alcohol, cannabis, or medications.

(f) Purchase, repair, or maintenance of vehicles.

(g) Construction equipment.

[4] Funds may be used for local mileage using the federal approved mileage rate however Grantee must provide documentation and details for reimbursement.

5. VIRTUAL WORKSHOP

Valley Water will conduct an informational workshop to provide an overview of the Standard Grant Program and Implementation Grant opportunity:

Virtual event details:

Date: Wednesday, March 11, 2026
Time: 1:00 p.m. – 2:30 p.m.
Register for the online Zoom session:
https://valleywater.zoom.us/webinar/register/WN_vCBJx1TtSZmNz_CdOzFk0g

NOTE: Please register at the link above to receive the online Zoom meeting link. Recordings of the virtual workshop will be made available at valleywater.org/standardgrants after the event.

If you need assistance with registration or have any questions, contact Grants staff at (408) 630-2080 or grants@valleywater.org.

6. OTHER APPLICATION RESOURCES

Valley Water strives to provide applicants with resources to assist with the completion of the application process. In addition to the workshop and the Standard Grant Guidelines, additional information, such as frequently asked questions, workshop presentation materials, and samples, will be available at valleywater.org/grant-resources.

Additionally, potential applicants may also call or schedule virtual meetings with Grants staff to discuss the potential eligibility of their project or to answer questions about the application process. Appointments can be scheduled at calendly.com/2026standardgrants.

7. KEY APPLICATION DATES AND DEADLINES

Activity	Schedule
Release the Request for Proposals (RFP) and open Applications for online submission	February 23, 2026
Virtual Informational Workshop	March 11, 2026 at 1:00 to 2:30 p.m.
Grant application deadline for online grant proposal submission	**Friday, April 24**, 2026 at 11:59 p.m. (PT)
Review and evaluate grant proposals by a panel of Valley Water staff and/or external members	April 27, 2026 – May 15, 2026
Present evaluated proposals and recommend grant awards to the Valley Water Board of Directors for approval	June 2026
Issue notices of award to successful grant applicants	July 2026
CEO executes grant agreements	August - December 2026

NOTE: The above dates are subject to change.

8. APPLICATION PREPARATION & SUBMISSION

8.1. Online Application

a. Application Submissions

(1) All grant applications must be submitted electronically through the Fluxx web portal at valleywater.fluxx.io.

(2) See Attachment 1, Fluxx Grants Management System, for instructions.

b. Grant Application Deadline

(1) Grant applications and all supporting documentation must be submitted and received by Valley Water by **Friday, April 24, at 11:59 p.m. (PT)**.

c. Late Submittals

(1) Valley Water will not accept applications after the Grant Application Deadline stated above.

(2) Further, Valley Water will not be responsible for slow and/or delayed application submissions, regardless of whether it is caused by, by way of example and not of limitation, the World Wide Web, internet service provider, third-party system, Fluxx, or Valley Water security system or infrastructure.

(3) Applicants are encouraged to submit all required application materials and documentation well BEFORE the Grant Application Deadline.

(4) Valley Water reserves the right to request additional clarification, information, and documentation as part of the evaluation process, from applicants before and after the Grant Application Deadline.

d. Valley Water Contact

(1) All questions should be directed to the Supervising Program Administrator, Amy Fonseca, via email at grants@valleywater.org.

8.2. Grant Evaluation and Award Timeline

a. Valley Water releases online application for grant proposals.

b. Applicants submit grant proposals online by Grant Application Deadline stated in Section 8.1, Online Application, paragraph b., Grant Application Deadline.

c. Valley Water evaluates all applications based on eligibility and evaluation criteria described in these guidelines; the application review panel is comprised of Valley Water staff and/or external members (Panel).

d. Valley Water Grants staff will present the funding recommendations to the Board based on the Panel's score of the applications. The Board will make final approval decisions on grant funding at a public Board meeting.

8.3. Conflict of Interest

a. To ensure fair and impartial evaluation, all applicants are required to identify any actual, potential, or perceived conflicts of interest that could arise from their participation in this Grant Program. By submitting an application, each applicant represents and warrants that no director, officer or employee of Valley Water is in any manner interested directly or indirectly in the application or in the agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. Each applicant warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of services under this agreement. The applicant further covenants that it will not knowingly employ any person having such an interest in the performance of the agreement. Violation of this provision may result in this agreement being deemed void and unenforceable.

8.4. Grant Lifecycle

a. Following the Board's approval of the grant awards, Valley Water will inform all applicants of the grant award status. Grantees will begin the process of executing the grant agreement. Valley Water and the applicant/grantee complete the agreement within six months of the grant award.

b. Grantee commences work on the project and submits invoices throughout project implementation. Invoices may be submitted as frequently as monthly. The final ten percent (10%) of the reimbursable grant award amount is held as retention until project completion.

c. Grantee submits quarterly reports, with or without an invoice, during the duration of the agreement term. Reports must be submitted using Valley Water's Fluxx Grants Management System (Fluxx) (valleywater.fluxx.io) using the template(s) provided upon agreement execution. For invoice submittals, reports must include: a claim for reimbursement, invoices, interim deliverables/project documents, and a brief description of project status.

d. Grantee completes the project.

e. Grantee submits all required documentation, deliverables, and a final project fact sheet no later than thirty (30) days before the expiration of the agreement. Grantee shall revise all or part of the report, if needed, based on comments from Valley Water. The final report is due on or before the expiration of the agreement unless otherwise approved by Valley Water in writing.

f. Grantee submits the final invoice.

g. Valley Water may perform a final on-site project inspection as needed.

(1) **NOTE:** Valley Water reserves the right to request site visits prior to completion of the project.

h. Valley Water processes the final payment.

i. Valley Water may conduct an audit of the completed project in compliance with the agreement.

9. STANDARD PROVISIONS AND INSURANCE REQUIREMENTS

The following outlines key provisions of Valley Water's Standard Grant Program and grant agreement. By submitting an application, applicants acknowledge that they will agree to these provisions if their project is awarded grant funding. A sample agreement with Valley Water's entire standard terms and conditions is available at valleywater.org/grant-resources. Valley Water reserves the right to change or update any terms and conditions until an agreement is fully executed by all parties.

9.1. General Provisions

a. Agreement should be signed and fully executed by the grantee's authorized signatory and Valley Water within six (6) months of the grant award.

b. The grantee must complete the funded project and submit the final documentation within the project performance period before the expiration of the agreement.

c. The grantee must submit reimbursements for work within the agreement term, beginning upon execution of the agreement by both parties and no later than the expiration of the agreement.

d. All grant funds not expended by grantee will revert to the Safe, Clean Water Program reserve fund and be available for reallocation by Valley Water to other projects at Valley Water's sole discretion.

e. If applicable, grantee must own the land or hold a lease or other long-term interest in the land that is the subject of the project. Exceptions to the rule include projects proposing the use of Valley Water-owned land, such as the use of a maintenance road for a multiple-use trail, in which case a joint use agreement would be required prior to construction and opening to public access. If the grantee does not own the land or hold a

lease or other long-term interest in the land that is the subject of the project, the grantee must obtain written permission from the property owner and provide it to Valley Water.

f. If applicable, grantee must obtain proper Valley Water encroachment permits to access and for proposed improvements on Valley Water property and easement prior to commencing of proposed work. The encroachment permit application is available at https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-working-district-land-or-easement. Encroachment permits are issued at the sole discretion of Valley Water's Community Projects Review Unit and are revocable at will.

g. Maintain and operate the property funded pursuant to the agreement for a period that is commensurate with the type of project and the proportion of funds or property allocated to the capital costs of the project. For that reason, a lease or other short-term agreement cannot be revocable at will by the lessor during the project period.

h. Grant funds are not available for expenditure until they are authorized by the Board and appropriated pursuant to a written document (i.e., Agreement) that has been executed between Valley Water and grantee. **Pre-award expenditures are not covered**.

(1) **NOTE**: Grantees are advised not to commence grant-funded activities until agreement has been fully executed by both parties. Expenditures incurred outside of the agreement Term will not be eligible for reimbursement.

i. Matching funds of 15% of the total project cost are required for Implementation Grants.

j. Prior to applying, the grantee must comply with the California Environmental Quality Act (CEQA) and provide documentation for Valley Water's environmental review process with their application. The required documentation must include the final, approved environmental document.

(1) Valley Water must also have access to the Lead Agency record of project approval. If a Notice of Determination was filed for the project, a copy of the Lead Agency's filing receipt must be provided.

k. Prior to beginning implementation of a grant project, the grantee is responsible for procuring any permits and property owner approvals associated with said project. Grantee must also provide documentation and/or copies of the permits and approvals to Valley Water staff.

l. Grantee must comply with all federal, state, and local laws and regulations, and Valley Water policies, rules, and regulations, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.

m. All collateral materials associated with the grantee's project, including, but not limited to, signage, educational, and marketing materials, must include Valley Water's Safe, Clean Water Program logo and or funding statement.

(1) If signage identifying project funding sources is posted at a grant-funded project site, the sign must acknowledge Valley Water's financial contribution.

(2) All signage and collateral materials must be reviewed and approved by Valley Water prior to usage of the Valley Water name or logo.

9.2. Insurance Requirements

a. Grantee shall adhere to the insurance requirements detailed in Attachment 7, Grantee Insurance Requirements.

b. Final insurance requirements will be issued on a case-by-case basis for each project. Details will be included as part of the agreement.

c. Grantee may request reimbursement for insurance costs. The insurance costs should be included in the application, project budget, and requested grant amount.

d. Documentation of compliance with all Insurance Requirements must be provided by grantee prior to agreement execution. Grantee may request reimbursement for the cost of complying with all project-specific insurance requirements as stated in the agreement.

9.3. Environmental Compliance and Permitting

a. Projects must comply with all applicable local, state, and federal environmental laws, regulations, and permit requirements.

b. Applicants are responsible for identifying, coordinating, and obtaining all permits necessary to complete project work. Applicants must secure permission letters from the property owner(s) as needed. All permits and related documents must be submitted to Valley Water before any physical activity related to the grant project begins.

c. As a public agency, Valley Water is required to comply with the California Environmental Quality Act (CEQA).

d. Proposals are required to demonstrate that CEQA compliance by the Lead Agency has been completed and a CEQA determination has been made prior to applying. Valley Water will then serve as a Responsible Agency under CEQA for Implementation Grants and conduct an internal Responsible Agency review of each project. If there is no other public agency responsible for carrying out or approving the project for which the applicant seeks funding, then the applicant shall seek out an eligible public agency to assume the role of Lead Agency for the project.

e. Applicants are required to provide detailed information about the project activities to allow Valley Water to complete a Responsible Agency environmental review, including:

(1) Project description – scope, size, and nature of activities. Location and maps including site boundaries, access roads, and sensitive areas.

(2) Environmental setting – habitats, species, water bodies, historical/cultural resources.

(3) Potential impacts – soil, water, air, biological, cultural, noise, traffic.

(4) Mitigation measures – proposed to avoid or reduce significant impacts.

(5) Construction/implementation schedule – including ground-disturbing work.

f. Valley Water will consider CEQA complete when the Lead Agency has filed a Notice of Determination (NOD) with the Santa Clara County Clerk-Recorder, or has filed a Notice of Exemption (NOE) with Santa Clara County.

g. Valley Water's concurrence of the Lead Agency's CEQA documents is fully discretionary and will constitute a condition precedent to any work for which it is required.

h. Valley Water will exercise its independent judgment about whether a project qualifies for a statutory or categorical CEQA exemption.

i. If the project requires discretionary approval (e.g., permits) from any state agency, the Lead Agency shall also have filed the Notice of Determination with the State Clearinghouse at the Governor's Office of Land Use and Climate Innovation, in accordance with CEQA Guidelines Section 15094.

10. GRANT ADMINISTRATION POST AWARD PROVISIONS

10.1. Changes to Project Scope and Schedule

a. Valley Water will not approve changes to the project scope, project budget, and project schedule unless the revision supports the spirit/intent and project benefits of the original application.

b. Any revisions to the project scope, project budget, and project schedule following the execution of the agreement require written approval from Valley Water or a formal amendment executed by both parties, depending on the changes requested.

c. Requests for changes and amendments must be signed by the authorized signatory and received by Valley Water a minimum of 60 days before an executed agreement expires.

d. Valley Water will not accept requests to increase the grant award amount. Changes to the project budget that do not increase the grant award amount total may be allowed on a case-by-case basis and require written documentation.

10.2. Project Withdrawals

a. Grantees may withdraw an application or cancel an agreement by notifying Valley Water in writing. An authorized signatory must sign the notification.

b. In cases of cancellation after the project commences, all invoices paid by Valley Water must be repaid to Valley Water within 45 days of cancellation notification.

10.3. Payment Process

a. The Grant Program operates on a reimbursement basis. Applicants should consider this before applying and plan their projects accordingly.

b. All Payment Request Forms will be made available through Fluxx (valleywater.fluxx.io). Templates will be provided upon execution of the agreement. All requests for reimbursement must be accompanied by a status report and documentation substantiating all supplies and services-related expenses (i.e., subcontractor invoices, receipts, photographs, etc.) and proof that the correlating tasks and deliverables have been accomplished.

c. Labor/personnel pay stubs and timesheets will be required for the first invoice. Subsequent copies may need to be submitted with later invoices on a case-by-case basis. Valley Water reserves the right to request these documents at any time. Grantee is required to maintain all records as specified in the grant agreement.

d. Grantee may invoice Valley Water as often as once a month.

e. For the duration of the project, the grantee may invoice up to 90 percent (90%) of the total grant award amount for reimbursement for work completed; however, the final ten percent (10%) of the grant award amount will only be reimbursed upon the completion of the project.

10.4. Loss of Funding

a. The following actions may result in a grantee's loss of funding:

(1) Grantee and Valley Water fail to enter into an agreement within six months after grant award date.

(2) Grantee fails to complete the project and/or fails to submit all documentation within the timeframes specified in the agreement.

(3) Grantee fails to utilize the funds for the purposes designated in the agreement.

(4) Grantee submits misleading or inaccurate information in the application for funding a project that is not feasible.

(5) Grantee may not charge for or profit from items or activities that Valley Water funds or has funded as part of the grant.

(a) Valley Water reserves the right to cancel any amount of grant award amount if it is determined that any of these actions are met and warrant such a decision.

10.5. Site Visits

Grantee shall permit periodic on-site visits by Valley Water staff, including a final inspection of the completed project, to evaluate consistency with the approved project scope.

10.6. Public Access

a. Grantee shall provide public access to the project, as deemed appropriate and described in the project scope, in accordance with the intent of the Safe, Clean Water Program.

b. The project, or portions of the project, should be located on property accessible to the public and will be open to members of the public generally during hours specified by the grantee.

c. Access by the public must not require payment or mandatory fees for participation. If there is a process for waiving participation fees or costs, applicants should provide this information in their application.

10.7. Project Completion

a. Projects must be completed within the timeframe specified in the executed agreement and agreement term.

b. Upon project completion, grantee submits the final payment request, final project costs, final project factsheet, and certification that the project and its deliverables are complete.

c. Project details, videos, and photographs may be posted on Valley Water's website and other channels, such as Valley Water blogs, social media, videos, news releases, and reports.

d. If requested, the grantee will provide a presentation to the Valley Water Board.

10.8. Valley Water Board of Directors Involvement

a. Thirty (30) days prior to any event and/or ceremony related to projects that have received grant funding from Valley Water, grantee shall provide the Board an opportunity to designate a person to speak at such event and/or ceremony. Events shall include, but are not limited to, groundbreaking ceremonies, project opening ceremonies, and any other event where similar public officials with an interest in the project receive an invite.

10.9. Audit Provisions

a. Audit

(1) Projects are subject to audit by Valley Water for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of grantee as they relate to the project for which the funds were granted.

(2) Grantee shall have the project records, including the source documents and cancelled warrants, readily available to an auditor. The grantee shall also provide a representative with knowledge of the project to assist the auditor. Grantee shall provide a copy of any document, paper, record, or the like requested by Valley Water.

b. Financial Statements

(1) Nonprofit organization grantees must provide their IRS Form 990 and/or internally-prepared audited financial statements for the previous two (2) years. Schools, school districts, and public agencies must provide their annual budget for the previous two (2) years.

c. Accounting Requirements

Grantee shall maintain an accounting system that does the following:

(1) Accurately reflects fiscal transactions, with the necessary controls and safeguards.

(2) Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.).

(3) Provides accounting data so the total cost of each individual project can be readily determined.

d. Records Retention

(1) In addition to the three (3)-year retention of project records, the grantee must retain all project records for at least one (1) year following an audit.

e. Pre- and Post-Project Surveys

(1) Any projects with a community outreach and/or educational component will be required to submit pre- and post-project surveys accounting for the knowledge gained by program participants and demographic information, such as location of residency.

IMPLEMENTATION GRANTS

11. IMPLEMENTATION GRANTS CATEGORY ELIGIBILITY, REQUIREMENTS, AND CRITERIA

Review this description and requirements to determine if your project meets the minimum requirements.

11.1. Implementation Grants Description

a. Implementation Grants provide a significant funding opportunity for public agencies with shovel-ready construction or large-scale implementation projects that advance Safe, Clean Water Program priorities in Santa Clara County. The Implementation Grant opportunity can fund projects related to:

(1) Creek and stream restoration;

(2) Creation or enhancement of wetland, riparian, and tidal marsh habitats;

(3) Protection of species of special status;

(4) Improving fish passage and habitat;

(5) Removal of non-native, invasive plant species and/or planting native species; and

(6) Water conservation or recycled water infrastructure.

11.2. Grant Request Range

a. $50,000 to $500,000 per project.

11.3. Match Requirement

a. Matching funds of fifteen percent (15%) are required for Implementation Grants.

(1) Matching funds may include staff hours, cash or in-kind services, other non-Valley Water grants, or partnerships with other organizations.

(2) Matching funds must not include other Valley Water resources, such as grants, volunteer programs, supplies, contracts, agreements, etc.

(3) To calculate the in-kind value of volunteer hours, please use the Independent Sector's estimated hourly rate for volunteer time. As of January 2026, the California volunteer value was estimated at $40.14 per hour, per person. Please visit the website here: https://independentsector.org/resource/value-of-volunteer-time.

11.4. Eligible Projects

a. Implementation Grants are for public agencies with medium to larger-scale implementation projects focusing on water and watershed stewardship, such as:

(1) Creeks and stream restoration;

(2) Creation or enhancement of wetland, riparian, and tidal marsh habitats;

(3) Protection of species of special status;

(4) Improving fish passage and habitat;

(5) Removal of non-native, invasive plant species and/or planting native species; and

(6) Water conservation or recycled water infrastructure.

b. Projects must demonstrate a strong focus on at least one (1) of the following Safe, Clean Water Program priorities:

(1) Safe, clean drinking water and water conservation

(2) Flood risk reduction

(3) Environmental stewardship

c. Projects must be located within Santa Clara County and benefit residents of Santa Clara County.

d. Implementation Grants fund shovel-ready projects that have advanced to the stage where planning, design, land tenure, and engineering are substantially complete or nearly complete.

e. Applicants must demonstrate CEQA compliance.

f. Applicants must demonstrate land tenure, submit design plans, and any required technical studies.

g. Eligible activities for Implementation Grants could include, but are not limited to:

(1) Preparation of bid packages and subcontractor documents;

(2) Development of final engineering design;

(3) Finalizing permits;

(4) Construction;

(5) Habitat restoration and enhancement;

(6) Pre- and post-project monitoring and adaptive management; and

(7) Communicating project results to stakeholders and the public.

11.5. Ineligible Projects

The following projects will **not** be considered for funding under the *Implementation Grants* category:

a. Projects that do not have an implementation element.

b. Projects to remove flood-inducing blockages and create creekside trails (only eligible under F9 partnerships).

c. Projects with advocacy or political components, including political endorsements, petitions, fundraising, or any other activity directed toward the success or failure of a political party, candidate, political office, or political group.

d. Projects and/or deliverables that do not benefit the public or require mandatory fees or payment to access.

e. Mitigation projects.

f. Projects designed to meet regulatory or permit obligations (unless grant funding is for project activities above and beyond required activities).

g. Operations and maintenance of existing mitigation or enhancement projects.

h. Operations and maintenance of existing projects, programs, or Applicant's general ongoing and day-to-day operations.

i. Land acquisition, unless parcel(s) or title acquired will be specifically deemed for use in habitat or species restoration or protection.

12. IMPLEMENTATION GRANT GENERAL APPLICATION GUIDANCE

To maximize your score, address the relevant aspects of the proposed project as outlined in the following guidance. Responses will be scored based on the quality of the project and the clarity and responsiveness to the following considerations within each section. Be sure to review the scoring rubric described in these guidelines, as well as the following components of each criterion as you formulate your responses.

Valley Water staff made up of subject matter experts will review all application elements, such as designs, plans, permits, reports, etc., to assess their merits and project readiness in accordance with the grants criteria in these guidelines. Reviewing these documents by Valley Water staff does not imply responsibility or liability for the performance of this aspect or any other aspect of the project. Such liabilities and assurances of performance are the responsibility of the applicant.

12.1. Project Summary

a. Your project summary should briefly describe your proposed project. It should clearly identify the goals and how they relate to Valley Water's mission and the Safe, Clean Water Program priorities.

12.2. Project Location

a. Your response should include a brief description of the location(s) where your project activities will take place.

b. Include any site permission(s), agreement(s), lease(s), and/or permits you have or are in the process of obtaining. This will help determine project readiness.

12.3. Public Access

a. Describe public access to your project.

(1) If applicable, describe how the project, any project site(s), and project deliverables (gardens, events, art, restoration locations, etc.) will be accessible to the public, if applicable.

(a) The applicant must include details required for general participation, open hours of operation/access, and any fees or costs.

(b) If participation fees, tuition, or costs are required, the applicant must include any options or alternative processes in place to remove financial barriers to participation, such as fee waivers, scholarships, reduced entry fees, etc.

(2) If the project site is not or will not be accessible to the public upon completion, please explain why.

12.4. Project Benefits

a. Describe the project benefits to Santa Clara County that support the Safe, Clean Water Program priorities. In your description, include as applicable:

(1) Any community or habitat needs that the proposed project will address.

(2) Any lasting impacts your project will bring to the community and natural environment, including after the grant funds have been exhausted.

(3) Details about communities engaged, if any.

(4) Further the wildlife habitat restoration goals of existing plans, e.g., the Santa Clara Valley Habitat Plan and South Bay Salt Pond Restoration Plan.

(5) Restore and protect riparian corridors, tidal or other wetland habitats, including freshwater wetlands and vernal pools.

(6) Protect special status species and support habitat improvements.

(7) Support water supply, reliability, and conservation.

b. Provide measurable benefits that the proposed project will provide, for example:

(1) Number of participants engaged.

(2) Acres of habitat created or restored.

(3) Project size/length.

(4) Approximate number and/or square footage of native plants installed.

(5) Types of native plants and species that will benefit.

(6) Amount of water that is estimated to be conserved or captured for beneficial use based on existing studies, literature, best practices, water retailer, or other established metrics.

(7) Size of buffer planned between restored habitat and disturbance.

(8) Length of river miles of instream habitat for native fish and aquatic species.

(9) Or other specific measures of success appropriate to your project.

c. Describe the lasting impacts your project will bring to the community, including after the grant funds have been exhausted.

(1) Will your project bring sustainable change?

(2) For ecological work, how the proposed remedial activities will improve the existing natural environment.

(3) Enhances creek and bay ecosystems.

(4) Improves fish passages and habitat.

(5) Leverages community funding through grants.

(6) Increases collaborations and partnerships for stewardship activities with cities, the County, nonprofit organizations, schools, and local communities.

12.5. Project Scope

a. Your scope is your project's roadmap. It should clearly and succinctly describe the actions needed to accomplish your project's goals and deliverables.

(1) Tasks, task deliverables, and task durations should be appropriate, clearly described, thorough, well-designed, complete, and detailed enough to demonstrate that the proposed project can be satisfactorily completed and achieve the stated benefits and goals.

(2) A deliverable is a tangible or intangible good or service produced as a result of a project's activities. Examples can be a completed product or a component or building block of an overall project, such as report drafts, pre-event registration reports, design and planning documents, site surveys, outreach plans, etc.

(a) Grantees will be expected to provide all deliverables and supporting documentation to demonstrate the status of project goals, milestones, and tasks.

(b) Some deliverables may require the review of a Valley Water subject matter expert before they can be accepted as complete by Valley Water. Once awarded, Grants staff will work with grantees to identify and coordinate these reviews, on an as-needed basis.

b. Methodology, Supporting Evidence, and Best Practices

(1) If applicable, applicants are encouraged to reference any specific Best Practices, Reference Standards, Published Guidance, or Valley Water Guidance Materials and show how the project aligns and supports their methodology.

(a) Include any details about the best practices that support the project, proposed activities, and approach to achieving the identified goals.

(b) Examples may include approved planting lists, general plans, certified environmental documents, published scientific papers/studies, etc. See Attachment 5, Sample References, for more examples.

12.6. Long-Term Maintenance and Management

a. Provide a clear description of plans for maintaining the project in the future, beyond the term of the agreement, including:

(1) Party responsible for maintaining the project and project site.

(2) Maintenance activities needed and their duration after project completion.

(3) Plan for how this will be funded.

b. Describe monitoring that will be done after completion to establish that the project's goals will be met and that benefits will be sustained beyond the funding cycle.

c. If follow-up and monitoring are not appropriate for the proposed work, describe why.

12.7. Project Budget

a. Applicants must provide a breakdown of anticipated costs for each task using the Project Budget Template in Fluxx.

b. Amount requested must be broken out by task in the Project Budget Template.

c. Matching funds of fifteen percent (15%) of the total project cost are required for Implementation Grants as described in Section 11.3. Match Requirement.

d. Please review Section 9, Standard Provisions and Insurance Requirements, which provides guidance on several common budget items.

e. The project budget must reflect the total project cost as well as match the grant request amount and be within the range established for the grant category.

f. Insurance costs specific to the project are reimbursable expenses, if applicable. This does not include the cost of insurance for day-to-day operations but rather the added costs to meet Valley Water's insurance requirements.

g. Scoring will consider the project budget's reasonableness and cost-effectiveness and how costs are linked to specific tasks and deliverables.

h. Applicants are encouraged to thoroughly research project costs before applying.

(1) The grantee is responsible for any cost increases for the duration of the project. Valley Water will not increase the project award amount. This includes any unanticipated costs.

(2) Grantees will be required to document and justify project costs submitted for reimbursement.

12.8. Project Schedule

a. Include the estimated start and completion dates for each task. Grantee may need to revise and adjust these dates during the agreement development.

12.9. Project Readiness

a. Applicants should demonstrate how ready they are to start and successfully implement their project.

   (1) Include any details about the preparation done to date.

   (2) Summarize your project's "shovel-readiness," as applicable, to your project. Examples might include, but are not limited to, CEQA, environmental compliance, and other permits.

      (a) Describe the project's CEQA compliance.

      (b) Demonstrate the status of meeting permitting requirements (construction, environmental, regulatory), such as including permits that have been obtained or are in the process of being obtained. This includes use, entry, and encroachment permits.

      (c) If your project requires no permits, please indicate so in this section.

b. Site Access

   (1) As applicable to your project, describe anticipated site access requirements to implement the full project and how those will be achieved, including any activities that have already been completed.

      (a) Applicants are encouraged to provide all required site access permissions that have been obtained or initiated.

c. CEQA and Permitting

   (1) The CEQA determination must be complete prior to applying. All relevant CEQA documents must be submitted with your proposal.

   (2) The permitting process is not expected to be complete during the application stage, but points will be awarded based on how far along the process is.

d. Organizational Capacity: Applicants must summarize their organization's ability to implement the proposed project successfully. Include details such as:

   (1) Experience with similar projects and work.

   (2) Key staff qualifications.

(3) Systems in place to administer the grant, such as accounting and tracking tools/systems, staff and volunteers, etc.

(4) Any partnering organization's role and experience or expertise.

(5) Financial Capacity

(a) Include a description of your organization's financial resources and its ability to carry out the project on a cost-reimbursement basis.

(b) Include descriptions of any other financial resources or contributors, such as other grants, partners, volunteers, etc.

e. Applicants can upload any documents to clearly substantiate your organization's ability to complete this work successfully.

f. Scoring considers the organization's ability to implement the proposed project successfully.

13. SUPPLEMENTAL ITEMS

a. Applicants must provide any supplemental documents to support their application and project readiness. Such supplemental documents may include, but are not limited to, technical studies, data, reports, designs, CEQA documentation, permits, etc.

14. GENERAL RATING GUIDANCE, 0 TO 5-POINT SCALE RUBRIC

14.1. Scoring will be based on a zero-to-five-point (0 to 5) scale, described below.

14.2. This general rating scale will be multiplied by the designated weight for each section to produce a final criterion score. All section scores will be added to produce a final score for the proposal, with a maximum of 100 points available.

14.3. To give consistent ratings, the evaluator will rate the overall balance between positives and negatives for each response. The criteria have a list of considerations, and the evaluator must consider overall how well the proposal meets those, in addition to whether the applicant has provided adequate rationale or documentation to support their application and proposed approach.

14.4. Evaluators will follow this scale to rate each section:

a. Excellent - 5 points

(1) Outstanding response in all respects; fully addresses all components of the criterion; essentially no weaknesses; provides excellent rationale and/or documentation to support the response, so that evaluators have no doubt that applicant will succeed.

b. Very Good - 4 points

(1) High-quality response in nearly all respects. Responds well to most components of the criterion and provides good rationale and/or documentation to support the response. Significantly more positives than negatives.

c. Good - 3 points

(1) Quality, meritorious response to most aspects of the criterion; on balance, response addresses and supports more positive aspects of the overall criterion than not.

d. Fair - 2 points

(1) The response lacks one or more critical aspects; some key issues need to be addressed. On balance, the response has more negatives than positives.

e. Poor - 1 point

(1) The response has serious deficiencies, with few positives.

f. Unacceptable - 0 points

(1) The applicant does not address the topic or proposes an approach that is unacceptable.

15. IMPLEMENTATION GRANT APPLICATION CHECKLIST

This checklist is provided for reference. Applicants are encouraged to read the full requirements and descriptions in the guidelines to determine eligibility.

ORGANIZATION ELIGIBILITY	Checkbox
Organization identifies as public agency, such as: • Local cities, towns, and county agencies • Open space, resource conservation, and special districts	☐
Organization is able to complete the proposed project on a reimbursement-based payment arrangement.	☐
MINIMUM PROJECT REQUIREMENTS	**Checkbox**
CEQA compliance is complete for the project	
Project is located in Santa Clara County	☐
Project benefits Santa Clara County	☐
Project supports Safe, Clean Water Program priorities and the project's main goal(s) and outcomes relate to: • Safe, clean drinking water and water conservation; • Flood risk reduction; or • Environmental stewardship.	☐
Project can be completed within five (5) years following the agreement effective date	☐
IMPLEMENTATION GRANT REQUIREMENTS	**Checkbox**
The Grant Request Amount is between $50,000 and $500,000	☐
Applicant demonstrates matching funds of 15% of the total project cost in the form of monetary or in-kind services. Match does not include other Valley Water resources or supplies.	☐
Project focusing on water and watershed stewardship, such as: • Creeks and stream restoration; • Creation or enhancement of wetland, riparian, and tidal marsh habitats; • Protection of species of special status; • Improving fish passage and habitat; • Removal of non-native, invasive plant species and planting native species; and/or • Water conservation or recycled water infrastructure.	☐
FLUXX APPLICATION REQUIREMENTS	**Checkbox**
Online Application	☐
Project Budget	☐
Resolution	☐
W-9 Form	☐
Organizational Budget	☐
Resumes of Key Staff	☐
CEQA Documentation	

16. IMPLEMENTATION GRANTS EVALUATION & SCORING GUIDE

Implementation Grants Evaluation & Scoring Guide	Raw Score (0-5)	Weight	Total Score (Raw Score x Weight)
Section #1 Project Benefits			
The proposed project provides specific, quantifiable, and long-lasting benefits to Santa Clara County that support Valley Water's mission to provide Silicon Valley with safe, clean water for a healthy life, environment, and economy. The applicant should clearly articulate how the project aligns with Safe, Clean Water Program priorities, effectively linking these objectives to specific, measurable, and long-lasting benefits. It details current conditions and/or needs, demonstrating a well-thought-out understanding of the project's potential impact. As applicable, the applicant should describe the communities that will participate and benefit.		3	
Section #2 Project Scope			
The proposed project includes a well-defined and realistic scope (see application in Fluxx) which clearly identifies the following within each task: • Actions • Deliverables The tasks' actions, deliverables, and duration are clearly defined, specific, measurable, and achievable. The scope is well developed and demonstrates that all elements have been considered to ensure the project's success. Include any details about the methodology, supporting evidence, or best practices that support your proposed activities, if applicable. This should be included in the scope, but may also be expanded upon in supplemental documents.		5	
Section #3 Project Budget			
The proposed project includes a well-defined budget that clearly identifies the following: • Tasks • Resources All budget items align well with those described in the scope. All elements of the project have been considered. Based on the information and detail provided, the budget is well thought out and realistic. Budget only includes eligible costs.		3	

Implementation Grants Evaluation & Scoring Guide	Raw Score (0-5)	Weight	Total Score (Raw Score x Weight)
Section #4 Project Schedule			
Schedule includes the estimated start and completion date for each task. Applicant has considered all elements of each task, and their estimated task durations appear reasonable.		1	
Section #5 Long-Term Maintenance and Management			
The applicant assesses the long-term operation, upkeep, and/or maintenance of the project after the grant agreement term ends. Elements include: • Maintenance activities • Maintenance/management durations • Identification of responsible parties and funding sources. A long-term maintenance plan is complete and provided. The plan includes detailed maintenance activities, responsible parties, and durations.		3	
Section #6 Project Readiness			
Project is CEQA compliant (required). Applicant has demonstrated that they are ready to start and successfully implement their project. Application includes details about preparation, planning, and research done to date. The project team is clearly defined, and the team members' roles and relevant experience demonstrate their competency to complete the project successfully. The team has successfully completed similar projects in the past. The project team can include partnering organizations. The CEQA documents (proposals demonstrating CEQA compliance) are provided and the Lead Agency is identified. Projects will likely obtain all necessary permits, and land authorizations will be completed prior to the execution of the agreement. Examples may include environmental permits, property agreements, encroachment permits, construction permits, etc. This should be included in the main application, but may also be expanded upon in supplemental documents, as needed.		5	

Weighted Total out of 100		
Would you recommend this project for 100% funding?	**YES**	**NO**

ATTACHMENT 1
Fluxx Grants Management System

All applications, reports, and invoices must be submitted through Valley Water's grants management system - Fluxx. Emailed submissions will not be accepted.

HOW TO REGISTER (for Prospective Grantees)

If your organization has not previously applied for a grant from Valley Water, you will have to register as a first-time user in Valley Water's Fluxx Grants Management System. To do so, please follow these steps:

- Please note that the information for organizations that have existing active grant projects were automatically migrated into the Fluxx system. Thus, these organizations will not need to create a new account, and the Valley Water Grants staff will provide them with login credentials via email.

1. Go to the Landing Page using the following link: valleywater.fluxx.io.

2. Click the "Create an Account Now" button on the right side of the Landing Page.

3. Fill out the Eligibility Questionnaire and click the submit button when you are finished. If you do not pass the Eligibility Questionnaire, you will not be able to register for an account or apply for a grant.

4. Fill out the Organization Information and Primary Contact Information on the following page. When you are finished, click the Submit Request button at the bottom.

5. Your registration request will be sent to the Valley Water Grants staff, and confirmation of its submission will be sent to you via the email you provide under Primary Contact Information. You will be notified of its approval via the same email, along with information on how to log into the grantee portal.

    - This account is the master account for your organization, and the person attached to it via registration will be the Primary Contact for that account. If you would like to create accounts for other employees or associates of your organization or project, email the Valley Water Grants Program staff with the name(s), job title(s), email address(s), and phone number(s) of the person(s) for whom you would like to create account(s). Valley Water Grants Program staff will create an account for each person, link them to your organization, and send them temporary login credentials so they can access Fluxx.

HOW TO REGISTER (for Current and Past Grantees)

If your organization is a current or past grantee with Valley Water, you should have an existing Fluxx account. Please use the "Forgot Password?" function if you forgot the password.

Please contact Valley Water Grants staff at grants@valleywater.org if you need further assistance. **NOTE**: If you would like to assign additional login credentials to other staff members at your organization, please contact grants@valleywater.org.

ATTACHMENT 2
STANDARD GRANT APPLICATION QUESTIONS

These grant application questions are provided for information only. **Applications must be completed and submitted in Fluxx** - Valley Water will not accept Applications by any other method.

1. ORGANIZATION INFORMATION

1.1. Grantee:

1.2. Primary Contact:

1.3. Authorized Signatory who will sign the grant agreement:

An authorized signatory is a person in your organization who is allowed to sign legal documents like contracts and bills. Please add proof in the Documents section that shows who is allowed to sign (this is also called Delegation of Authority). If your authorized signatory is not listed, please contact grants@valleywater.org.

The information above is taken from your organization's profile. Please review it to ensure everything is current. To make any updates, go to "Organization" in the navigation bar and update your organization's details.

2. DOCUMENTS

Required: Please upload the following documents. If you need to delete an uploaded document, click the delete button (red circle with dash) then save your application.

Please upload images in PNG or JPEG format and other documents in PDF format.

W-9 Form
Resolution
Organizational Budget
Audited Financials

3. ORGANIZATION ELIGIBILITY

Only public agencies are eligible to apply for the Implementation Grant. Organizations that are not public agencies may participate as partners and are encouraged to work with a public agency that can apply as the primary Applicant.

Are you applying as a public agency?

Yes / No

Applicants must be a public agency to be eligible. For more information, contact grants staff at grants@valleywater.org.

Prior to applying, the applicants must comply with the California Environmental Quality Act (CEQA) and provide the project's adopted or certified environmental documentation for Valley Water's environmental review process with their application. The required documentation must include the final, approved environmental document.

Is CEQA review complete for this project?

Yes / No

Projects must have completed the CEQA review process at the time of application to be eligible. For more information, contact grants staff at grants@valleywater.org.

Who is serving as the CEQA Lead Agency?

4. PROJECT INFORMATION

4.1. Project category: Select an item.

Access the standard grant guidelines, including detailed information on the category, by clicking here.

4.2. Project title:

4.3. Project Summary:

a. Briefly describe your proposed project. What will your project accomplish and what work will be done?

4.4. Description of project site:

a. Please provide details about your project site:

(1) Project site name:

(2) Project site address:

(a) Please add the name of the location as well as the address. If you do not know the address, you can provide the nearest address and include GIS coordinates.

(3) Briefly describe the project site, such as size and site access/entry.

Required: Please upload the following attachments to support this request (please note you will not be able to submit until you have uploaded the documents).

Location map and site plan (Please label site addresses, city, watershed, adjacent water bodies, and creeks)

Optional/Not Required documents to upload (please note these are not required and you will be able to submit without uploading these):

Photos of project site (Optional)

(4) Is this project part of a larger project that is being developed? This would also include being part of a master plan or maintenance plan.

If "Yes" - Please explain:

If "No" - Move to next question.

(5) Is your organization the property owner?

If "Yes" - Move to next question.

(a) *If "No"* - What type of permission, agreement, lease, and/or permits would you need to obtain, if applicable, to use the site?

(6) Will the project site AND Project-related materials (findings, reports, etc.) be accessible to the public at all times? If the Project will not be physically accessible at all times, then what days and times will it be open to the public? Are there fees to participate or interact with your Project? If the site will not be accessible to the public, please provide an explanation.

4.5. Project Benefits

a. Valley Water's mission is to provide Silicon Valley with safe, clean water for a healthy life, environment, and economy. The Safe, Clean Water Grants and Partnership Program provides grant funding for projects related to safe, clean drinking water, flood protection, and environmental

stewardship. Which of these goals does your project support? (Select all that apply)

☐ Safe, clean drinking water and water conservation

☐ Flood protection

☐ Environmental stewardship

b. Does your project focus on an implementation activity eligible under the Implementation Grant? (Select all that apply)

☐ Creek and stream restoration;

☐ Creation or enhancement of wetland, riparian, and tidal marsh habitats;

☐ Protection of species of special status;

☐ Improving fish passage and habitat;

☐ Removal of non-native, invasive plant species and/or planting native species; or

☐ Water conservation or recycled water infrastructure.

c. How will this project support Valley Water's mission? How will your project improve existing conditions? Measure and explain the benefits as best you can with specific details. Make sure the benefits are connected to the goals you selected above.

d. **Community Served:** If applicable, describe the communities that will participate in the project. Which communities will benefit and in what ways? If applicable, describe how the project will serve or engage local communities.

Please describe all active partnerships with other community organizations. If an organization is also providing partnership funding or in-kind contributions, please specify these amounts.

e. Is there existing community support for the project? Describe community and project support, as applicable.

f. ***Optional/Not Required: You may upload letters of support from partner organizations or community entities (please note these are not required and you will be able to submit without uploading these).***

4.6. Project Scope

a. Divide the steps of your project into four main tasks: Planning and Design, Implementation, Post-implementation, Monitoring, and Maintenance, and Project Administration. For each task, clearly explain what you will do (actions) and what you hope to achieve (deliverables). Your deliverables should be clear and measurable, as you'll need to list them in your final project fact sheet.

b. Actions: These are the specific steps you'll take to complete the task.

c. Deliverables: These are the clear and measurable outcomes you expect to produce from your actions. Check our Grant Resources for information and tips on writing project tasks.

Task 1: Planning and Design
Please briefly describe the actions you will need to do to achieve this task. What steps are needed to plan and design your project? What work should be completed before project construction can start? If applicable, include any plans for community involvement and input into the development of the project. Examples include research, design, getting permits and permissions, getting insurance, community outreach, etc. Include any details about the methodology, supporting evidence, or best practices that support your proposed activities, if applicable. Specific project types may call for different "best practices." Examples may include geotechnical investigations, biological and cultural resource surveys, feasibility studies, research, project proposal development, Valley Water's Water Conservation Strategic Plan (and comparable demand management research from other agencies or entities), Valley Water's One Water Program, Valley Water Resources Protection Manual, etc. See the Standard Grant Guidelines for more information and resources.
Please list your deliverables for this task. Deliverables are the results or outcomes of this task. They will be different for each project. Examples include a project plan, site permits, studies, designs, bid packages, consultant and contractor agreements, etc.
Task 2: Implementation
Please briefly describe the actions you will need to do to achieve this task. Implementation means putting your plans into action. What will you do to complete your project? Examples include construction, invasive species removal, plants, etc. Describe how your methodology, supporting evidence, and/or best practices support these actions.

Please list your Deliverables for this task. Deliverables are the results or outcomes of this task. They will be different for each project. Examples include photos, progress reports, number of native species planted, acres of habitat restored, etc.
Task 3: Post-Implementation, Monitoring, and Maintenance
Please briefly describe the actions you will need to do to achieve this. How will you manage the work required after the project implementation phase is complete and throughout the life of the grant agreement term? Examples include plant maintenance and monitoring, certificate of completion, project closeout, developing as-builts, post-construction activities, etc.
Please list your Deliverables for this task. Deliverables are the results or outcomes of this task. They will be different for each project. Examples include before-and-after photos or videos, final as-built drawings, certificate of completion, project acceptance documentation, permit completion documentation, monitoring reports, etc.
Task 4: Project Administration
Please briefly describe the actions you will need to do to achieve this task. What general administrative tasks will be required to successfully manage the project and grant? Examples include invoicing, status reporting, permit administration, and completing the final Project Fact Sheet, and any other project reporting.
Please list your Deliverables for this task. Deliverables are the results or outcomes of this task. They will be different for each project. Examples include status reports, a final project factsheet, etc.

4.7. Project Schedule

Describe the anticipated project dates and duration for each task. The earliest project start date can be from the date of agreement execution, anticipated to be in December 2026.

Task	Start Date	End Date
1: Planning and Design	MM/DD/YR	MM/DD/YR
2: Implementation	MM/DD/YR	MM/DD/YR
3: Post-Implementation, Monitoring, and Maintenance	MM/DD/YR	MM/DD/YR
4: Project Administration	MM/DD/YR	MM/DD/YR

Please save the application to update the dates in the Project Schedule table.

4.8. Long-Term Maintenance and Management

Long-Term: Referring to the operation, upkeep, and/or maintenance of the project after the grant agreement term ends.

Describe the lifetime of the project and any plans for operating and maintaining the project elements, such as plantings, infrastructure maintenance, and facilities operation, in the future, including how these will be funded. Will your site or project require maintenance after completion? If so, please describe your maintenance plan. Who will be responsible for maintaining the project and site? What maintenance activities will they do and for how long? If long-term maintenance and/or management is not required for the site or project, describe why.

4.9. Project Budget

a. Enter a grant request between $50,000 and $500,000 and ensure it matches the total request amount in the table; submission is not allowed if they differ.

4.10. Requested Grant Amount:

4.11. The Grantee Contribution and Other Contributions include in-kind (goods or services) and monetary contributions. Please list other organizations or agencies that are contributing monetarily to this project and describe how they will support the project activities that are listed in your scope. Please note that your project is not eligible for a grant if it is part of another Valley Water program (for example, Adopt-A-Creek, partnership agreements, Memoranda of Understanding, event sponsorships, rebates).

Required: Please upload your project budget (*please note you will not be able to submit until you have uploaded the documents). Click here to download the required budget template:*

4.12. Project Readiness

a. Organizational Capacity

(1) Summarize your organization's ability to successfully implement the proposed project, including any experience with similar projects. If applicable, identify any project partners who will directly carry out the work (e.g., subcontractors) and describe their roles and expertise.

(2) Provide the name, position, and qualifications of key staff involved in the project.

b. Financial Capacity

(1) Include a description of your organization's financial resources, and its ability to carry out the project on a cost reimbursement basis.

c. CEQA/Permitting

(1) Summarize your project's CEQA documentation and Lead Agency designation.

(2) Summarize your project's permitting requirements, as well as any permits (construction, environmental, regulatory) that have been obtained or will need to be obtained. If your project does not require any permits, please state N/A in this section.

d. ***Required Upload***: You may upload documents that substantiate your organization's ability to successfully complete this work. CEQA documentation, resumes, relevant certifications of key staff members, and financial statements are required and must be uploaded prior to submittal of your application.

ATTACHMENT 3
Definitions

The following terms are provided in these guidelines for reference. A sample agreement with Valley Water's entire standard grant agreement terms, conditions, and definitions is available at valleywater.org/grant-resources.

Agreement: A contract between Valley Water and the applicant specifying the payment of funds by Valley Water's Clean, Safe Creeks and Natural Flood Protection Special Tax for the performance of the project scope within the project period by the grantee.

Agreement Term: The period beginning on the agreement effective date and ending on the date of termination or expiration of the agreement.

Agreement Effective Date: The agreement effective date is the date when the agreement becomes legally binding and active and the terms of the agreement apply.

Applicant: An individual or organization that requests a Safe, Clean Water Standard Grant but has not yet been awarded one.

Application: The FY26 Safe, Clean Water Program Standard Grant Program application and accompanying attachments submitted to Valley Water for Safe, Clean Water Grant Program.

Authorized Signatory: The individual is who can sign agreements and invoices on behalf of the organization. The organization must provide written documentation from its governing body to verify this authorization.

CEQA: The California Environmental Quality Act, *Public Resources Code,* Section 21000 et. seq.; Title 14, *California Code of Regulations* Section 15000 et. Seq.

Construction Costs: Expenses directly resulting from new construction of physical works. Maintenance work where existing facilities are replaced in kind is not considered construction.

Development: Means improvements to real property by construction of new facilities or additions to existing facilities.

Direct Costs: Project expenses attributable only to the project itself such as construction costs.

Environmental Enhancement: Action taken by Valley Water that benefits the environment, is NOT mitigation, and is undertaken voluntarily. Enhancement actions may include environmental restoration, rehabilitation, preservation, or creation. In instances where enhancements are in the same vicinity as a mitigation project, actions must exceed required compliance to compensate for environmental impacts to be considered environmental enhancements.

Environmental Resource Investigation: formal inquiry or systematic study related to environmental resources. Examples may include geotechnical or water testing, cultural resource investigations, or biological surveys.

Grantee: An agency or organization receiving funding from this Grant Program.

Grant Application Deadline: The exact date and time the application must be submitted via Fluxx for acceptance by Valley Water.

Grant Award Amount: The not-to-exceed amount awarded to the grantee by the Valley Water Board of Directors for the project.

Grant Request Amount: The total grant dollar amount requested by the applicant in the project budget.

Indirect Costs: Expenses that are not attributable to a project itself but are an overhead or support cost including non-project-related personnel and administrative expenses.

Lead Agency: the public agency that has the principal responsibility for carrying out or approving a project.

Mitigation: Action taken to fulfill CEQA/NEPA, permit requirements and court mandated mitigation to avoid, minimize, rectify, or reduce adverse environmental impacts, or compensate for the impact(s) by replacing or providing substitute resources or environments.

Non-construction Costs: Project-related expenses that do not result in a Capital Improvement but are considered necessary to achieve the project scope, e.g., permit application fees, signage, or public outreach.

Preservation: Action taken by Valley Water to protect an ecosystem or habitat area by removing a threat to that ecosystem or habitat, including regulatory actions and the purchase of land and easements.

Primary Contact: The individual responsible for communication between the applicant organization and Valley Water. This person manages all correspondence, provides updates on the projects, and ensures that any questions or requirements from Valley Water are addressed promptly.

Project: The planned activity, or development to be accomplished with Valley Water grant funds. Projects are unique, time-bound initiatives with specific deliverables and definite start and endpoints. If the activity is part of a larger effort, clear delineation must be shown for the scope, schedule, and budget of what Valley Water is funding.

Project Budget: The full cost of the project, including funds from all funding sources.

Project Schedule: The estimated start and end date for each task.

Project Scope: The description of activities to be accomplished to fulfill the project agreement.

Responsible Agency: the public agency which proposes to carry out or approve a project for which a lead agency is preparing or has prepared an environmental document.

Safe, Clean Water Program: Safe, Clean Water and Natural Flood Protection Program

Stewardship: Stewardship means to entrust the careful and responsible management of the environment and natural resources to one's care for the benefit of the greater community.

Valley Water: Santa Clara Valley Water District

ATTACHMENT 4
Sample Resolution

RESOLUTION NO. _____

RESOLUTION OF THE (TITLE OF GRANTEE'S GOVERNING BODY) (APPLICANT'S GOVERNING BODY) APPROVING (APPLICANT NAME) (APPLICANT) TO APPLY FOR GRANT FUNDS UNDER THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM

WHEREAS, the Santa Clara Valley Water District has enacted the **FY2026** Safe Clean Water Grant Program (Safe Clean Water), which provides funds for Education Grants, Planning Grants, and Stewardship (Program) Grants; and

WHEREAS, the Santa Clara Valley Water District's Office of Civic Engagement has been delegated the responsibility for the administration of the grant program, and establishing necessary implementation procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Applicant's Governing Body to certify by resolution Applicant's approval to apply for and accept grant program funds; and

WHEREAS, Applicant will enter into a Grant Agreement with the Santa Clara Valley Water District.

NOW, THEREFORE BE IT RESOLVED that the Applicant's Governing Body hereby:

1. Approves the submission of an Application for grant funds from the Safe, Clean Water and Natural Flood Protection Program;

2. Approves the acceptance of grant funds from the Safe, Clean Water and Natural Flood Protection Program, upon approval of grant funding for the Project by appropriate authorities;

3. Certifies that Applicant has or will have sufficient funds to operate and maintain the Project(s);

4. Certifies that Applicant will maintain an accounting system that:

   a. Accurately reflects fiscal transactions, with the necessary controls and safeguards;

   b. Provides good audit trails, especially the source documents; and

   c. Provides accounting data so the total cost of each individual project can be readily determined.

5. Certifies that Applicant will review and agree to all terms and conditions stated in the Agreement including the Special Provisions, General Provisions, Financial Provisions, and Insurance Requirements contained in the Agreement; and

6. Appoints the (designated position) as its authorized agent to conduct all negotiations, execute and submit all documents and reports including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the performance and completion of the Project.

Approved and Adopted on the (day) day of (month), 20(XX). I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by (Applicant's Governing Body) following a roll call vote:

AYES:

NOES:

ABSENT:

(Clerk)

ATTACHMENT 5
Sample References

This partial list can be used to develop application materials and as references for Best Practices.

This list is not exhaustive; applicants are encouraged to locate and use reference materials specific to their projects.

Valley Water Publications

Santa Clara Valley Water District Act
https://www.valleywater.org/sites/default/files/Santa%20Clara%20Valley%20Water%20District%20-%20District%20Act.pdf

Water Resources Protection Ordinance, 2008
https://www.valleywater.org/sites/default/files/WRPO.pdf

Water Resources Protection Ordinance No. 24 – Establishing Prohibitions within Water Resources Protection Zones, 2024

https://scvwd.legistar.com/LegislationDetail.aspx?ID=7024364&GUID=FD9451A3-5A2B-40E5-93E6-CE5395E8802A&Options=&Search=

Santa Clara Valley Water District Mission, Vision, Values
https://www.valleywater.org/how-we-operate/about-valley-water/mission-vision-values

Valley Water's *One Water, Santa Clara Countywide Framework: An Intergraded Approach to Water Resource Management*, 2022
https://www.valleywater.org/project-updates/one-water-plan

Valley Water's Safe, Clean Water and Natural Flood Protection Program, including Information on six priorities, 2020

- 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
  https://www.valleywater.org/safe-clean-water-and-natural-flood-protection-program

Compendium of Water Conservation Program Studies and Reports since 2002
https://www.valleywater.org/droughtsaving-water/studies-and-reports

- Water Conservation Guiding Principles - Board of Directors, Santa Clara Valley Water District, Resolution No. 23-52, Calling for Water Conservation as a Way of Life in Santa Clara County https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/23-52%20061323%20-%20Calling%20for%20Water%20Conservation%20as%20a%20Way%20of%20Life%20in%20Santa%20Clara%20County.pdf

- 2020 Urban Water Management Plan
https://www.valleywater.org/your-water/water-supply-planning/urban-water-management-plan

- 2040 Water Supply Master Plan and 2050 Water Supply Master Plan
https://www.valleywater.org/your-water/water-supply-planning/water-supply-master-plan

- 2021 Water Conservation Strategic Plan
https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/Water%20Conservation%20Strategic%20Plan.pdf

Guidelines and Standards for Land Use Near Streams, 2006
https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-working-district-land-or-easement/guidelines-and-standards-land-use-near-streams

Encroachment Permits for work near Valley Water streams
https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-working-district-land-or-easement/encroachment-permits

Water Resources Protection Manual (covering topics related to projects near streams), 2006
https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-working-district-land-or-easement/water-resources-protection-manual

Including:

Design Guide, Use of Local Native Species (including list of native plant species
https://www.valleywater.org/sites/default/files/WRPM%20Ch%203%20Native.pdf

Design Guide, Riparian Revegetation or Mitigation Projects
https://www.valleywater.org/sites/default/files/WRPM%20Ch%203%20Riparian.pdf

Plant Species for Vegetated Buffers and Swales
https://www.valleywater.org/sites/default/files/WRPM%20Ch%203%20Plant%20Species.pdf

Guidance for Trail Design, Policy Criteria, and Policy Guidance
https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/Guidance%20for%20Trail%20Design%20-%20Chapter%203%20Water%20Resources%20Protection%20Manual.pdf

Bank Protection/ Erosion Repair Design Guide
https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-working-district-land-or-easement/water-resources-protection-manual

Santa Clara Valley-Wide Publications

Santa Clara Valley Urban Runoff Pollution Prevention Program, providing guidance on pollution prevention and stormwater management, including:

General information with links to technical guidance
https://scvurppp.org/

Descriptions and Guidance on Elements of Pollution Prevention

- Green Stormwater Infrastructure
- New Development & Redevelopment
- Trash Reduction
- PCBs & Mercury Reduction
- Pesticide Toxicity reduction
- Copper Reduction
- Construction Site Controls
- Public Education & Outreach
- Water Quality Monitoring
- Other Elements
  https://scvurppp.org/program-elements/

State of California Publications

California Common Core State Standards, English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects, 2013
https://www.cde.ca.gov/be/st/ss/documents/finalelaccssstandards.pdf

California Common Core State Standards, General Information
https://www.cde.ca.gov/re/cc/

National Publications

How to Facilitate Inclusive Community Outreach and Engagement, by ICMA

https://icma.org/articles/pm-magazine/how-facilitate-inclusive-community-outreach-and-engagement

PRSSA Diversity Toolkit 2024-2025, by Public Relations Student Society of America (PRSSA)

https://www.prsa.org/docs/default-source/prssa-docs/about/prssa-diversity-toolkit.pdf?sfvrsn=ce66173c_12

Value of Volunteer Time, by Independent Sector
https://independentsector.org/resource/value-of-volunteer-time/

Public Law 111-274-Plain Writing Act of 2010
https://www.govinfo.gov/app/details/PLAW-111publ274/summary

Federal Plain Language Guidelines, Revision 1 (May 2011)
https://www.plainlanguage.gov/guidelines/

ATTACHMENT 6
Project Budget Template

APPENDIX C - BUDGET SPREADSHEET TEMPLATE FOR IMPLEMENTATION GRANTS

Organization	
Project Title	

Personnel/Labor

Position Title	Loaded Hourly Rate	Number of Hours	Task 1 Planning and Design	Task 2 Implementation	Task 3 Post-Implementation	Task 4 Project Administration	Sub-total	Notes
							$0.00	
							$0.00	
							$0.00	
							$0.00	
Total Personnel/Labor Expenses			$0.00	$0.00	$0.00	$0.00	$0.00	

Post

Expense	Task 1 Planning and Design	Task 2 Implementation	Task 3 Post-Implementation	Task 4 Project Adminstration	Sub-total	Notes
					$0.00	
					$0.00	
					$0.00	
					$0.00	
Total Supplies & Services Expenses	$0.00	$0.00	$0.00	$0.00	$0.00	

Other Funding Sources*

Funding Source (Include description)	Status	Type	Amount

**Other Funding Sources are also considered Match Funds for Stewardship Grants only. Stewardship Grants require a minimum Match Fund of 15% of the Total Project Cost. Match Funds are not required for Education or Planning Grants.*

	Task 1 Planning and Design	Task 2 Implementation	Task 3 Post-Implementation	Task 4 Project Adminstration	Sub-total
Combined Sub-total	$0.00	$0.00	$0.00	$0.00	$0.00
				Other Funding Sources Sub-Total	$0.00
				Total Project Cost	$0.00

ATTACHMENT 7
Grantee Insurance Requirements

Please Note: Failure to comply with the instructions below could result in a delay in executing the Agreement. Valley Water will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the checklist of documents needed at the end of this Attachment Two Insurance Requirements.

Without limiting the Grantee's indemnification of, or liability to, the Santa Clara Valley Water District ("Valley Water"), the Grantee 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.

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

In addition to certificates, Grantee must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment Two 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 Valley Water before the Agreement is effective**. In the event of a claim or dispute, Valley Water has the right to require Grantee's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment Two 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**.

A. CERTIFICATES OF INSURANCE

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

Grantee shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Project Administrator and email a copy to **RiskManager@valleywater.org** and **grants@valleywater.org**.

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
Attention: Amy Fonseca
5750 Almaden Expressway
San Jose, CA 95118
Agreement No.

IMPORTANT: The agreement 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 Grantee receives any notice that any of the insurance policies required by this Attachment Two Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Grantee or insurer shall immediately provide written notice to the designated Valley Water Program Administrator that such insurance policy required by this Attachment Two Insurance Requirements is canceled or coverage is reduced.

B. MAINTENANCE OF INSURANCE

If Grantee 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 Grantee to suspend all Grantee's work at Grantee's expense until a new policy of insurance is in effect.

C. RENEWAL OF INSURANCE

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

Grantee shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: **RiskManager@valleywater.org** and **grants@valleywater.org**.

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

   Santa Clara Valley Water District
   Attention: Amy Fonseca
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement No.

   IMPORTANT: The agreement number must be included.

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

D. 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.

$1,000,000 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 and approved 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 contract.

e. If Grantee 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 Grantee'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:

$1,000,000 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.

E. GENERAL REQUIREMENTS

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

1. **Additional Insured Endorsement(s)**: Grantee 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**: Grantee will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Grantee'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**: Grantee 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 Grantee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Grantee 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 Grantee shall secure and maintain or shall 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 Grantee for the benefit of Valley Water must not be deemed to release or limit any liability of Grantee. Damages recoverable by Valley Water for any liability of Grantee 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**: Grantee agrees to waive subrogation against Valley Water to the extent any loss suffered by Grantee is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Grantee 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 Grantee in the event of material noncompliance with the insurance requirements outlined above.

CHECKLIST 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	

Attachment Two, Mini-GrantsGL_rev. 01.26.24

FY26 Grant Application Summaries

Applicant: City of Cupertino
Project Name: Lawrence-Mitty Park and Trail Project
Grant Category: Implementation
Funding Request: $500,000.00
Project Summary: The City of Cupertino proposes to transform portions of the 7.83-acre Lawrence-Mitty site by repurposing blighted land into a new public park designed around an urban wildlands model prioritizing environmental stewardship, preservation of natural habitats and strengthening community connections to nature. Located along the west side of Lawrence Expressway, south of Interstate 280, and adjacent to Saratoga Creek in the City of Cupertino, the proposed project includes developing a 2.75-acre park with open space, enhanced native plantings of riparian and upland areas, soft surface trails (using existing trail corridor), play opportunities, shade, seating, and a berm with trees, as both a visual barrier to the expressway and for noise reduction for nesting birds and native wildlife. The larger project seeks to balance the goals of ecological restoration and access for outdoor recreation in an urban wildlands setting. Located on the eastern end of Cupertino, this project will create a publicly accessible open space, providing parkland, habitat restoration and community gathering space in a part of the city that currently has a park deficit. Through an extensive community visioning process, staff finalized a Story Trail conceptual design and obtained Cupertino city council approval in July 2024. To implement the community's vision, foster environmental stewardship and protect creek-adjacent habitats, the portion of the larger project proposed for funding by Valley Water will:

- Remediate soils that have been exposed to lead and pollutants
- Remove non-native plants and replace them with native riparian-conducive vegetation; preserve native trees
- Reduce impervious areas on the property
- Employ green infrastructure for pollution reduction and filtration of stormwater runoff from impervious surfaces
- Implement wildlife protection through thoughtful mitigation of impacts to and preservation of riparian and freshwater aquatic habitats
- Install park amenities for public use, resulting in improvement health and wellbeing for park visitors, while encouraging environmental stewardship through an urban wildland park

Applicant: City of San Jose
Project Name: Installing AMI Advanced Metering Infrastructure in San Jose
Grant Category: Implementation
Funding Request: $500,000.00
Project Summary: The San José Municipal Water System (SJMWS) provides drinking water to portions of the City of San José (City) across four major service areas: North San José/Alviso, Evergreen, Edenvale, and Coyote Valley. SJMWS is one of three retail water suppliers in the City. SJMWS provides potable and recycled water service to 27,000 metered connections with a service population of approximately 143,000

residents, which is roughly 12% of the City. As a critical utility within Silicon Valley, SJMWS is committed to delivering reliable, efficient, and sustainable water services to meet current and future demands. The implementation of an Advanced Metering Infrastructure (AMI) system represents a major part of our strategy to enhance water conservation efforts, reduce water loss, and improve operational efficiency. This proposal seeks funding to support the full deployment of the AMI system across our service areas. The project will involve a full meter replacement of all water meters in the system as well as upgrading the meter reading technology from the current drive-by collection system to fully remote AMI.

Applicant: Midpeninsula Regional Open Space District
Project Name: Santa Cruz Kangaroo Rat Habitat Management Plan Implementation
Grant Category: Implementation
Funding Request: $500,000.00
Project Summary: Midpeninsula Regional Open Space District (Midpen) seeks Valley Water grant funding to implement strategies from the Habitat and Population Management Plan (HPMP) for the Santa Cruz kangaroo rat (SCKR; Dipodomys venustus venustus) within Sierra Azul Open Space Preserve (Sierra Azul) through a phased, adaptive management approach. The HPMP identifies strategies to protect, manage, and expand the Sierra Azul population of SCKR, a narrowly endemic species found within shrublands in the Santa Cruz Mountains and currently known to exist only in Sierra Azul and the Santa Cruz sandhills within Henry Cowell Redwoods State Park. The Santa Cruz kangaroo rat is a California Species of Special Concern and is considered critically imperiled due to its extremely limited distribution and ongoing habitat threats. The species is named for its unique bipedal locomotion, hopping on large hind legs like a kangaroo, and its endemic habitat in the Santa Cruz Sandhills. Population in Sierra Azul Open Space Preserve: Since SCKR was first detected in Sierra Azul in 2019, extensive camera trapping research has documented occurrences in eight areas that occupy approximately 44.5 acres within Sierra Azul, where the species occurs at low abundance compared to the Santa Cruz sandhills (Alinaeem et al. 2024, Hickman 2026). The process of ecological succession coupled with fire suppression has caused vegetation to encroach on limited habitat for this population of the critically imperiled SCKR within Sierra Azul, according to a 2024 Habitat Assessment report prepared for Midpen (Nomad 2024). SCKR occupies open montane chaparral habitats along ridgelines, dirt roads, and maintained fuel breaks, where sandy soils support burrowing and patchy vegetation provide space for movement and foraging. Midpen has most frequently observed SCKR along the Cathermola Road corridor, which extends from Loma Prieta Road to Lake Elsman, and within the former William’s property, approximately 2 km south of Mount Thayer (see the location map upload). Habitat Constraints and Threats: Ecological succession and decades of fire suppression have increased vegetation density, reducing the open conditions required by the species and limiting mobility, habitat connectivity, and population expansion. These changes have constrained the availability of suitable habitat and contributed to fragmentation across occupied areas. Studies and Pilot Findings: Since 2021, Midpen has collaborated with other experts and partners to advance understanding of SCKR distribution, habitat needs, and conservation opportunities. A 2024 habitat assessment

identified key habitat constraints, while live trapping and genetic work documented a small but extant population and confirmed localized extirpation in some areas. Midpen is also working with UC Davis researchers to better estimate population genetic health and dynamics and inform adaptive management. Recent genetic findings by UC Davis found that the populations at the William's property (near Lake Elsman) and in Sierra Azul are distinct and disconnected. An analysis of the genetic effective population size (Ne), which is a measure of genetic health, found that the Sierra Azul population had an Ne of 5. Ne below 50 is considered at high risk for extinction/extirpation. A 2024- 2025 pilot project treating 5.5 acres provided important early insights into effective SCKR habitat enhancement treatments. A post-treatment assessment showed that vegetation management successfully increased open canopy conditions and reduced dense knobcone pine, key objectives for improving SCKR habitat. Building on this foundation, the Habitat and Population Management Plan (2026) provides implementation-ready guidance, including habitat suitability modeling, corridor analysis, and monitoring strategies. The HPMP is currently being finalized and will be completed in June 2026.
Pre-Contract and Valley Water Grant Funding: Funding for a period of five years will support the SCKR HPMP's first phase of implementation and will focus on:

- Final planning and design to advance HPMP recommendations to an implementation-ready work plan, the development of a bid package, finalization of permits, and regulatory compliance (This task includes pre-contract planning work that is not part of the Valley Water grant funding request as well as Valley Water support from December 2026 through June 2027).
- Conducting vegetation management and fuels reduction to increase the amount of available habitat and improve connectivity for existing SCKR populations on approximately 40 acres along the Cathermola Road corridor and surrounding areas, priority locations identified in the HPMP due to their proximity to occupied SCKR habitat and their potential to expand population distribution and improve connectivity (see the location map for detail).
- Pre- and post-implementation monitoring and maintenance.
- Community and tribal engagement.

Ecological and Watershed Benefits: Implementation will support the recovery of the critically imperiled Santa Cruz kangaroo rat by enhancing and expanding suitable habitat and increasing population resilience. Habitat enhancement treatments will address decades of fire exclusion. Strategic vegetation management will improve overall landscape function and climate resilience while supporting multiple successional stages. These actions will reduce fuel loads and wildfire intensity, lowering the risk of high-severity, landscape-scale disturbances that could degrade habitat and water resources. By reducing wildfire severity, the project will also lower post-fire erosion, sediment transport, and downstream flood risk, helping protect the watershed. Management actions will enhance habitat connectivity and maintain refugia for SCKR and other sensitive species during and after implementation. The project's treatments will also deliver important co-benefits for other special-status species, including enhanced foraging conditions for Blainville's horned lizard (Phrynosoma blainvillii, California Species of Special Concern) and the creation of snag habitat to support purple martin (Progne subis arboricola, California Species of Special Concern).
Partnerships and Community Engagement: This effort aligns with the County Hazard

Mitigation Plan and Midpen's Wildland Fire Resiliency Program and builds on an existing collaboration through the Los Gatos Creek Watershed Collaboration. Ongoing community engagement and outreach will further strengthen public awareness and support for habitat restoration, wildfire resilience, and resource protection. Engagement with Tribal communities will support culturally informed stewardship. Project Readiness: The proposed project demonstrates strong readiness by being CEQA compliant, leveraging established partnerships, building on a successful pilot effort and strong scientific foundation, and by aligning with Valley Water's goals for environmental stewardship and watershed protection. Midpen has extensive expertise in conducting environmentally sensitive vegetation management and fuels reduction with adaptive monitoring frameworks that promote resilient, fire-adapted ecosystems while minimizing impacts to sensitive species. Since 2021, Midpen has led SCKR conservation in Sierra Azul, including detecting and documenting populations, assessing habitat characteristics, implementing a pilot habitat enhancement project, developing a management plan, and coordinating scientific studies with partners and researchers. The project's regulatory readiness, technical expertise, and on-the-ground experience ensures the project can achieve strong conservation outcomes for the Santa Cruz kangaroo rat.

Applicant: Mountain View Los Altos High School District
Project Name: From Rubble to Roots
Grant Category: Implementation
Funding Request: $76,286.00
Project Summary: This project will transform 1500 square feet of sterile, heavily compacted construction fill into a high-functioning California native habitat. By replacing impermeable base rock, which is underlain with a non-permeable plastic barrier, we will restore natural water infiltration, replenish local aquifers, and significantly reduce stormwater runoff and pollutant loading into the watershed. The project will achieve permanent water conservation- using up to 85% less water than traditional landscaping- while re-establishing critical biodiversity corridors for native pollinators and birds in an urban setting. The work to be done is to remove 125 yards (3375 cubic feet) of compacted construction fill and the underlying plastic barrier and fill in with native soil, a pond and bioswale, and create a biodiverse habitat of California native plants.

Applicant: Santa Clara Valley Habitat Agency
Project Name: Pajaro River Riparian and Floodplain Restoration Project
Grant Category: Implementation
Funding Request: $500,000.00
Project Summary: The Pajaro River Riparian and Floodplain Restoration Project (project) is a multi-benefit habitat restoration effort located at the confluence of the Pajaro River and Llagas Creek in southern Santa Clara County. The project will convert farmland and ruderal farm margins into an approximately 22 acre matrix of floodplain, riparian, wetland, and upland refugia habitat by reconnecting a channelized reach of the Pajaro River to its historic floodplain and reestablishing key hydrologic and ecological processes once characteristic of the former Soap Lake system. Implementation will include excavation of secondary low-flow channels, creation of freshwater marsh and

seasonal wetlands, and establishment of native riparian and upland vegetation. Excavated materials will be beneficially reused to create microtopographic variation and upland refugia, enhancing habitat diversity, resilience, and flood protection for species. The project is designed using process-based restoration principles coupled with active native species planting to support long-term, self-sustaining ecological functions.
Project Goals include:

- Creek, Wetland, and Riparian Restoration and Enhancement: Replace what is primarily monocrop farmland with a mosaic of riparian forest, freshwater marsh, seasonal wetlands, and open water habitats that support sensitive species including Central California Coast steelhead, California red-legged frog, northwestern pond turtle, least Bell's vireo, yellow warbler, tricolored blackbird, and monarch butterfly.
- Floodplain Reconnection and Natural Flood Protection: Reconnect the Pajaro River to a portion of its historic floodplain and modestly increase overbank storage through secondary channels and grading, reducing downstream flood risk while creating off-channel habitat for aquatic life such as juvenile steelhead.
- Watershed Function: Establish floodplain and wetland features that capture sediment, nutrients, support healthier aquatic ecosystems, and promote nutrient cycling and surface water-groundwater interactions. Incidentally, the project is likely to improve downstream water quality through sediment and contaminant capture by natural vegetation and expanded channel and floodplain area.
- Wildlife Habitat Connectivity and Enhancement: Strengthen a key east–west wildlife movement corridor (i.e., Wildlife Linkage #17, Pajaro River Corridor, in the Santa Clara Valley Habitat Plan) between the Santa Cruz Mountains and Diablo Range, benefiting wide-ranging and terrestrial species such as American badger, pallid bat, Swainson's hawk, white-tailed kite, and mountain lion.
- Multi-Benefit Nature-Based Solutions: Implement a process-based restoration approach that integrates habitat creation, flood attenuation (during certain storm events), groundwater interaction, and climate resilience into a single, self-sustaining system that will be protected in perpetuity and managed by the Santa Clara Valley Habitat Agency and Santa Clara Valley Open Space Authority.
- Groundwater Recharge and Watershed Function (Co-Benefit): Enhance infiltration and surface–groundwater connectivity within the restored floodplain, supporting long-term watershed function and local groundwater recharge processes.

This is a follow-up project to a very successful 5-acre riparian and floodplain project implemented by the Santa Clara Valley Habitat Agency immediately upstream of the current proposed project, within the same property.

Applicant: Santa Clara Valley Transportation Authority
Project Name: Green Line Water Conservation Landscaping and Pocket Forests
Grant Category: Implementation
Funding Request: $276,760.00
Project Summary: The Santa Clara Valley Transportation Authority (VTA), in partnership with Our City Forest (OCF), proposes to implement a countywide water conservation and landscape transformation project across VTA-owned Park & Ride

facilities. The project will replace existing water-intensive or low-function landscape areas - including irrigated turf, degraded planting strips, and compacted soil zones - with drought-tolerant, hydrozoned plant systems designed to significantly reduce potable water demand while improving site-level environmental performance. The project spans three VTA-owned Park & Ride and transit station sites with varying scales and configurations. Individual project areas include approximately 12,500 square feet at Great Mall Transit Center, 18,000 square feet at Curtner Station, and 23,800 square feet at Santa Teresa Station. Collectively, these sites represent approximately 54,300 square feet of convertible landscape area within approximately 1,140,000 square feet of total site area, providing a substantial opportunity to achieve measurable water savings and climate resilience benefits at scale. The selected sites were identified through coordination with VTA staff and preliminary site review, based on factors including available planting area, existing landscape conditions, and feasibility of implementation within active transit environments. The project sites are as follows:

1. Great Mall Transit Center (Milpitas)
   Address: 1330 Great Mall Drive, Milpitas, CA 95035
2. Curtner Station (San José)
   Address: 2348 Canoas Garden Avenue, San José, CA 95118
3. Santa Teresa Station (San José)
   Address: 6360 Santa Teresa Boulevard, San José, CA 95119

The VTA sites included in this project are located within or directly adjacent to census tracts identified by the State as Disadvantaged Communities (DACs) based on CalEnviroScreen data. These communities face some of the highest cumulative burdens from pollution, heat, and socioeconomic vulnerability in California, and in Santa Clara County Collectively, these three sites represent approximately 54,300 square feet of convertible landscape area within approximately 1,140,000 square feet of total site area, providing a substantial opportunity to achieve measurable water savings and climate resilience benefits at scale. This proposal builds directly on OCF's demonstrated success delivering water conservation landscape conversions through its LawnBusters program in partnership with Valley Water. Through that program, OCF has converted more than 250,000 square feet of turf and achieved approximately 8 million gallons of water savings annually, establishing a reliable baseline of approximately 31 gallons of water saved per square foot per year. Applying this same methodology to VTA-owned properties, the proposed project is expected to generate substantial and measurable water savings at scale. This per-square-foot estimate has been validated across both residential and non-residential landscape conversions, including institutional-scale sites, and is considered a conservative and appropriate baseline for VTA facilities. The project will utilize a standardized installation methodology refined through hundreds of OCF projects, including site-specific assessment, soil preparation through sheet mulching, installation of soil amendments, and planting of drought-tolerant species at densities based on mature coverage rather than initial spacing. Trenching methods used in residential settings will be modified or omitted for public-facing VTA sites to ensure safety and accessibility while maintaining water capture and soil health benefits through alternative design approaches. Planting will include a mix of 1-gallon, 5-gallon, and 15-gallon plant material, with 15-gallon trees serving as the structural backbone of each site to provide long-term canopy and climate benefits. Beyond water savings, the project

will improve stormwater infiltration, reduce runoff, mitigate urban heat conditions, and support habitat creation and overall watershed health by increasing vegetative cover and canopy. Based on OCF's prior tree planting initiatives, each installed tree is expected to contribute to measurable reductions in air pollutants, provide long-term carbon sequestration, and intercept stormwater runoff, with cumulative systemwide benefits increasing over time as canopy matures. The project is structured as a multi-site implementation effort that can be scaled across VTA's portfolio of Park & Ride sites using a consistent cost and design framework. All work includes installation and structured early-stage maintenance to ensure high survival rates, with OCF's model consistently achieving approximately 95% plant survival through its establishment care protocols. Our City Forest brings more than three decades of experience implementing water conservation and urban forestry projects in Santa Clara County, including a long-standing partnership with the Santa Clara Valley Water District (Valley Water). Through this partnership, OCF has served as a key implementation partner for landscape transformation initiatives aligned with Valley Water's conservation goals, most notably through the LawnBusters program and related Landscape Rebate Program efforts. Over the past decade, OCF has completed more than 350 turf conversion projects in collaboration with Valley Water, replacing over 250,000 square feet of water-intensive landscape with drought-tolerant, climate-appropriate plant systems and achieving approximately 8 million gallons of water savings annually. These projects are designed and installed in strict alignment with Valley Water's program requirements, including adherence to the Water Use Classification of Landscape Species (WUCOLS) framework, hydrozoning principles, and plant coverage calculations based on mature plant size rather than initial installation density. This ensures that installations are not only compliant at the time of rebate approval, but continue to perform as intended under real-world conditions over time. OCF's role within these programs extends beyond installation to include site assessment, landscape design, plant procurement, installation, and structured establishment care. Through this work, OCF has developed a standardized, field-tested methodology for landscape conversion that prioritizes soil health, water retention, and long-term plant viability. Typical installations include full site preparation through sheet mulching, application of soil amendments to improve infiltration, and installation of drought-tolerant plant material at densities calibrated to mature growth patterns. This approach reduces long-term irrigation demand while avoiding common pitfalls such as overcrowding, plant stress, and premature landscape failure. In addition to delivering measurable water savings, OCF's partnership with Valley Water has contributed to the development of replicable models for landscape conversion that can be scaled across residential, institutional, and public sites. These projects serve as demonstration models for best practices in water-efficient landscaping and have been implemented across a wide range of site conditions throughout Santa Clara County. OCF's direct experience working within Valley Water's program framework - including plant selection, irrigation efficiency, and compliance requirements - ensures that proposed projects are both technically sound and aligned with program objectives. This depth of experience is directly applicable to the proposed VTA project.

Applicant: Town of Los Altos Hills
Project Name: Byrne Preserve Restoration Project
Grant Category: Implementation
Funding Request: $240,000.00
Project Summary: This project will restore native biodiversity, improve riparian habitat, and reduce wildfire risk along Moody Creek at Byrne Preserve in areas that have not been restored in the past. Currently there is dense vegetation, including dead coyote brush and invasive French broom along the southerly portion of the creekbed.. The project will remove these invasive species, which will reduce fire hazards, protect existing natives, and replant California native plant species. Unlike conventional clearing, this targeted approach supports ecosystem health, improves erosion control, and enhances groundwater recharge. New plantings will stabilize soil and provide habitat along the wildlife corridor.The project also expands community engagement and workforce development. The Town will partner will Grassroots Ecology, who will bring in volunteers and school groups to participate in restoration activities, while interns, AmeriCorps members, and San Jose Conservation Corps crews gain hands-on training in environmental restoration, building skills for future careers.

Applicant: Town of Los Altos Hills
Project Name: Heritage House Native Garden Project
Grant Category: Implementation
Funding Request: $456,000.00
Project Summary: The Town is proposing a native garden project adjacent to Heritage House that will remove invasive plants, install native plants, and implement rainwater harvesting. The project includes the installation of locally appropriate native vegetation along with green infrastructure features such as swales and rain gardens to capture, slow, and manage stormwater runoff (see conceptual site plan). These elements will improve water infiltration, reduce runoff, and help filter pollutants, contributing to better watershed health while supporting local wildlife. In addition to its environmental benefits, the site is intended to serve as a visible demonstration project for the community. Through signage and outreach efforts, residents will learn about native landscaping, stormwater management, and water conservation practices. The project aims to inspire the adoption of sustainable, low-maintenance landscape solutions that can be replicated throughout the Town.

FY2026 Standard Grants for the Safe, Clean Water and Natural Flood Protection Program

Staff Funding Recommendations

Rank	Organization Name	Project Title	Project Category	Application Score	Amount Requested
1	Santa Clara Valley Habitat Agency	Pajaro River Riparian and Floodplain Restoration Project	Implementation	86.5	$500,000.00
2	Midpeninsula Regional Open Space District	Santa Cruz Kangaroo Rat Habitat Management Plan Implementation	Implementation	86.2	$500,000.00
3	City of Cupertino	Lawrence-Mitty Park and Trail Project	Implementation	76.5	$500,000.00
4	Santa Clara Valley Transportation Authority	Green Line Water Conservation Landscaping and Pocket Forests	Implementation	71.7	$276,760.00
			Total Recommended for FY26 Awards		**$ 1,776,760.00**
			FY26 Amount Available		$1,870,000.00
			FY26 Amount Remaining		$93,240.00

FY2026 Standard Grants for the Safe, Clean Water and Natural Flood Protection Program

Application Scores

Rank	Organization Name	Project Title	Project Category	Application Score	Amount Requested
1	Santa Clara Valley Habitat Agency	Pajaro River Riparian and Floodplain Restoration Project	Implementation	86.5	$500,000.00
2	Midpeninsula Regional Open Space District	Santa Cruz Kangaroo Rat Habitat Management Plan Implementation	Implementation	86.2	$500,000.00
3	City of Cupertino	Lawrence-Mitty Park and Trail Project	Implementation	76.5	$500,000.00
4	Santa Clara Valley Transportation Authority	Green Line Water Conservation Landscaping and Pocket Forests	Implementation	71.7	$276,760.00
5	City of San Jose	Installing AMI Advanced Metering Infrastructure in San Jose	Implementation	68.4	$500,000.00
6	Town of Los Altos Hills	Heritage House Native Garden Project	Implementation	63.8	$456,000.00
7	Town of Los Altos Hills	Byrne Preserve Restoration Project	Implementation	59.2	$240,000.00
8	Mountain View Los Altos High School District	From Rubble to Roots	Implementation	58.9	$76,286.00

Valley Water

Clean Water • Healthy Environment • Flood Protection

Valley Water PPT Template
Version Release v.3

FY 2026 Standard Grants for the Safe, Clean Water and Natural Flood Protection Program

Presented by: Amy Fonseca, Acting Civic Engagement Unit Manager

Valley Water

Recommendations

A. Review and discuss staff's recommendations for Fiscal Year 2026 Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) standard grant awards.

B. Authorize the Chief Executive Officer or designee to approve and execute non-consultant agreements for four standard grant projects at a total amount not-to-exceed $1,776,760.

C. Authorize staff to reallocate the remaining funding towards Fiscal Year 2027 mini-grants and refill station grants, with $73,240 for mini-grants and $20,000 for refill station grants.

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Standard Grant Awards Recommendations

	Organization Name	Project Title	Score	Amount Requested
1	Santa Clara Valley Habitat Agency	Pajaro River Riparian and Floodplain Restoration Project	86.5	$500,000.00
2	Midpeninsula Regional Open Space District	Santa Cruz Kangaroo Rat Habitat Management Plan Implementation	86.2	$500,000.00
3	City of Cupertino	Lawrence-Mitty Park and Trail Project	76.5	$500,000.00
4	Santa Clara Valley Transportation Authority	Green Line Water Conservation Landscaping and Pocket Forests	71.7	$276,760.00

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QUESTIONS

Valley Water

Clean Water • Healthy Environment • Flood Protection

Santa Clara Valley Water District

File No.: 26-0552

Agenda Date: 6/23/2026
Item No.: *10.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
CEO and Chiefs' Reports.

ATTACHMENTS:
*Handout 10.1-A: OC Activities

SUMMARY FOR MAY 2026

Office of Communications Activities

Valley Water

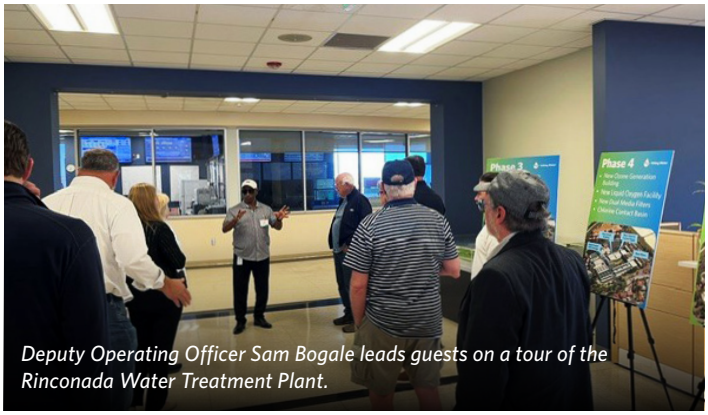
GOLDEN MUSSELS CAMPAIGN

Valley Water launched a focused, multichannel outreach campaign to increase public awareness about the threat posed by golden mussels. Core components include a comprehensive partner toolkit, a dedicated information page at valleywater.org/goldenmussels, and an automated weekly email series for webpage visitors who register through the online form. Staff published a blog at valleywater.org and placed a column from Director Hsueh in the Mercury News Opinion section. Earned media articles were published by the Mercury News, SFGate, and several TV outlets. Visitors to reservoirs and boating-related businesses are targeted with digital and audio ads that highlight our messaging. The campaign is reinforced through a partnership with Santa Clara County Parks, which manages the county's boat inspection program. Valley Water has also provided banners for display at local reservoirs to reach boaters directly at launch points.

CIP AND WATER RATES OUTREACH

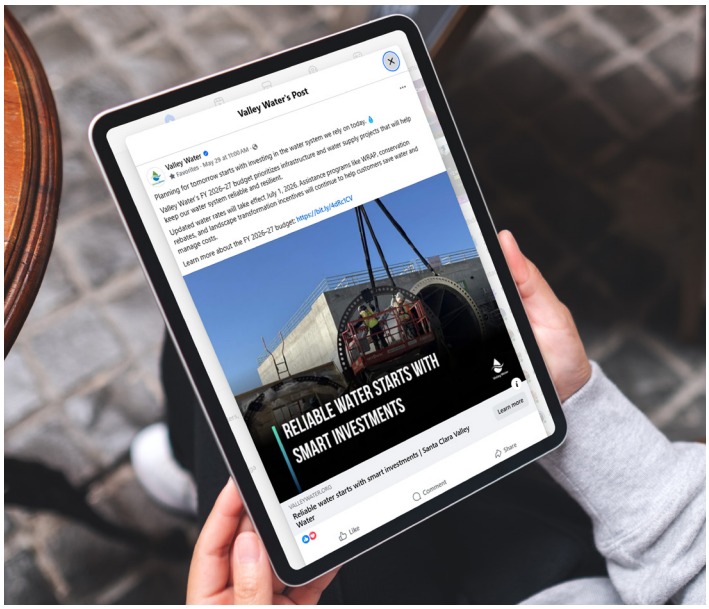
In May, staff concluded a communications campaign supporting the FY 2026–27 rate-setting process and the FY 2027–2031 Five-Year Capital Improvement Program (CIP). Between December and May, staff published six articles on Valley Water News, including a final update following the Board's adoption of the budget in May. Staff also placed a column on behalf of Chair Estremera on Valley Water's investments in infrastructure in San José Spotlight. To further increase public awareness and engagement, staff published 15 social media posts highlighting the CIP and water rates process, including four posts promoting public hearings.

RINCONADA RELIABILITY IMPROVEMENT PROJECT COMMUNITY MEETING AND TOUR



Deputy Operating Officer Sam Bogale leads guests on a tour of the Rinconada Water Treatment Plant.

On May 13, 2026, Valley Water hosted its biannual community meeting for Phases 3–6 of the Rinconada Water Treatment Plant Reliability Improvement Project. The hybrid meeting provided updates on project progress and addressed questions and concerns raised by nearby residents. Prior to the meeting, registered community members participated in a guided tour of the construction site from the plant's upper deck. Attendees included Director Nai Hsueh, Town of Los Gatos Vice Mayor Maria Ristow, and 11 community members, including seven attending for the first time. Following the presentation, participants engaged in a question-and-answer session. A recording of the meeting is available on the project website and Valley Water's YouTube channel.



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MEDIA, COMMUNICATIONS, AND SOCIAL MEDIA

Valley Water received 195 media mentions in May.

Staff responded to media inquiries on the following topics:

- May rain
- Detection of golden mussels
- Environmental impacts of plastic in waterways

Staff wrote and posted six stories to Valley Water News on the following subjects:

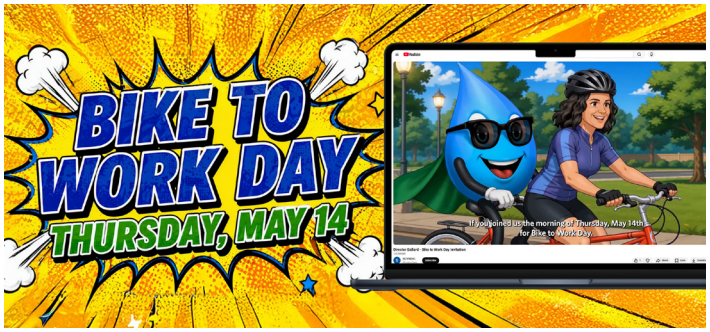
- Reliable water starts with smart investments
- As boating season kicks off, help protect our waters from golden mussels
- Volunteers remove over 14,000 pounds of trash during National River Cleanup Day
- Santa Clara County receives positive news on imported water allocations
- Valley Water releases Greenhouse Gas Reduction Plan for public review
- Palo Alto Tide Gate Project reaches key milestone

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. With the launch of the new website, we migrated Valley Water News from WordPress to the main website. Moving forward, instead of blog views, we'll be tracking total users to these pages.

4,705,313 impressions **64,959** engagements **36,362** post link clicks	**779** impressions **28** engagements	Valley Water News **5,867** total users
1,449,418 views **9** videos posted	**240,273** impressions **1,058** engagements	May e-Newsletter **48%** open rate **4%** click through rate

INTERNAL COMMUNICATIONS

In May, staff edited and published the latest Water Treatment Plants Behind the Scenes video. The third installment in the series focused on Rinconada Operations Manager Lotina Nishijima and has garnered 390 views on Valley Water's external YouTube channel. Staff also assisted with subtitling and publishing an updated version of Flyin' Over Santa Clara County: A Journey with Valley Water. Featured in the May Town Hall, the video has received 412 views on YouTube. In collaboration with Graphic Services and Director Ballard, staff produced and released a promotional video for Bike to Work Day, which has been viewed 222 times on Valley Water's internal YouTube channel.



Bike to Work participants.

The team distributed twelve all-user emails, covering a range of topics, including training requirements, policy and security updates, employee engagement activities, and leadership communications.

Staff posted 47 employee news items to Aqua; updated the Employee News monitors at water treatment plants, the Sacramento office, 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

In addition to hosting the Rinconada Water Treatment Plant community meeting, staff prepared for several upcoming outreach efforts, including the Penitencia Water Treatment Plant Residuals Project and Pipeline pre-construction meeting. Staff also developed presentations for three Local Agency Formation Commission of Santa Clara County (LAFCO) meetings scheduled for June.

GRAPHICS SERVICES

For the month of May 2026, the graphic team completed 79 cases. The Graphics and Design activities are:

- 24 internal supports
- 17 digital graphics
- 14 mailers, event and outreach materials
- 7 publications
- 8 Employee Recognition Awards
- 3 signages
- 3 public notice and newspaper ads
- 3 water conservation materials

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Santa Clara Valley Water District

File No.: 26-0004

Agenda Date: 6/23/2026
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:

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 Partners Meeting	Environmental Partners Working Group		C			C				C	C		
4.	Explore and pursue diversified, sustainable and cost-effective water storage opportunities.	Sites Reservoir	WSDM Committee		C		C				C/R			C	R
		Sisk Dam Raise Reservoir	WSDM Committee									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													
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	C	C
7.	Complete the Anderson Dam Seismic Retrofit Project.	Anderson Dam Tunnel Project	CIP Committee	C / R	C	C	C		C	C		C	C	C	C
		Anderson Dam Seismic Retrofit Project	CIP Committee	C	R	R	R			C			R	C	
8.	Make water conservation a California way of life in Santa Clara County.	Water Conservation Program Updates	WSDM Committee		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	
		Stream Maintenance Program (SMP3) EIR											R		

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

5-7-2026

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
10.	Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity in all regions of the County.														
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.	Vacancy Status, Recruitment, and Retention Efforts											R		
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							

Board Meetings
R = Regular
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Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

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
R = Regular
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