Santa Clara Valley Water District
Board of Directors Meeting

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

*AMENDED/APPENDED
CLOSED SESSION AND REGULAR MEETING
AGENDA

Tuesday, December 9, 2025
11:00 AM

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

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

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

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

MELANIE RICHARDSON
Interim Chief Executive Officer

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

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

Santa Clara Valley Water District
Board of Directors

*AMENDED/APPENDED AGENDA

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

Tuesday, December 9, 2025	**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 a "hybrid" meetings, conducted in-person as well as by telecommunication, and is compliant with the provisions of the Ralph M. Brown Act.

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

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

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

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

disclosures and Valley Water's Investor Relations website, maintained on the World Wide Web at https://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 25-1061
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Outdoor Solutions Landscape & Paver Supply v. Santa Clara Valley Water District, et al.
(Santa Clara County Superior Court, Case No. 24CV441153)

*2.2. CLOSED SESSION 25-1072
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: District Counsel
Pursuant to Government Code Section 54957(b)(1)

*2.3. CLOSED SESSION 25-1073
PUBLIC EMPLOYEE DISCIPLINE
Pursuant to Government Code Section 54957(b)(1)

*2.4. CLOSED SESSION 25-1074
CONFERENCE WITH LEGAL COUNSEL
Anticipated Litigation
Significant Exposure to Litigation, Government Code Section 54956.9(d)(2)
Number of cases: multiple

*2.5. District Counsel Report on Closed Session.
(PREVIOUSLY LISTED AS ITEM 2.2)

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

3.2. Orders of the Day.
A. Approximate Discussion Time (Board); and
B. Adjustments to the Order of Agenda Items.

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

3.4. Vice Chairperson Richard Santos' 25th Anniversary Recognition. 25-0990

Recommendation: Recognize Vice Chairperson Richard Santos for 25 years of service as a Board Director.

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

3.5. Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from AJS Investment Group, LLC, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APN 237-02-062, Real Estate File No. 4021-436 (San Jose, District 2). 25-1038

Recommendation:
A. Open and conduct a Public Hearing to consider adoption of a Resolution of Necessity relating to the acquisition of real property interests from AJS Investment Group LLC, necessary to complete the Coyote Creek Flood Protection Project, Project No. 26174043;
B. Close the Public Hearing; and
C. Adopt the Resolution DETERMINING AND DECLARING THE PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN REAL PROPERTY OR INTERESTS IN REAL PROPERTY BY EMINENT DOMAIN FOR THE COYOTE

CREEK FLOOD PROTECTION PROJECT (PROJECT NO. 26174043) (CODE OF CIVIL PROCEDURE SECTIONS 1245.220, et seq.), by a two-thirds vote.

Manager: Bhavani Yerrpotu, 408-630-2735

Attachments: Attachment A: Gov Code 84308
Attachment 1: Resolution
Attachment 2: Notice of Intent
Attachment 3: PowerPoint

3.6. Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from Tripp Avenue Housing Associates, LP, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APN 249-64-025, Real Estate File Nos. 4021-347 and 4021-450 (San Jose, District 2). 25-1042

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

Manager: Bhavani Yerrapotu, 408-630-2735

Attachments: Attachment A: Gov. Code § 84308
Attachment 1: Resolution
Attachment 2: Notice of Intent
Attachment 3: PowerPoint

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - *4.5) (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 a Resolution Declaring Santa Clara Valley Water District's 2026 Monthly Cultural Observances. 25-0603

Recommendation: Adopt a Resolution DECLARING SANTA CLARA VALLEY WATER DISTRICT'S 2026 CULTURALLY SIGNIFICANT OBSERVANCES MONTHLY CALENDAR.

Manager: Marta Lugo, (408) 630-2237

Attachments: Attachment 1: Resolution

4.2. Adopt Recommended Positions on Federal Legislation: H.R. 6229 (Schrier) - Restoring WIFIA Eligibility Act of 2025; H.R. 6204 (Lee) - Large-Scale Water Recycling Reauthorization Act; H.R. 5414 (Van Drew) - Dam Assessment and Mitigation Support (DAMS) Act; And Other Legislation That May Require Consideration by the Board. 25-0677

Recommendation:
A. Adopt a Position of "Support" on H.R. 6229 (Schrier) - Water Infrastructure Finance and Innovation Act (WIFIA) Amendments of 2025;
B. Adopt a Position of "Support" on H.R. 6204 (Lee) - Large-Scale Water Recycling Reauthorization Act; and
C. Adopt a Position of "Support and Amend" on H.R. 5414 (Van Drew) - Dam Assessment and Mitigation Support (DAMS) Act.

Manager: Marta Lugo, 408-630-2338

4.3. Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Santa Clara Conduit Inspection and Rehabilitation Project - Phase 2, as part of the 10-Year Pipeline Inspection and Rehabilitation Project, Con-Quest Contractors Inc., Contractor, Project No. 95084002, Contract No. C0697 (Morgan Hill, Gilroy, Unincorporated San Benito County, and Unincorporated Santa Clara County, District 1). 25-0719

Recommendation:
A. Accept the work on the Santa Clara Conduit Inspection and Rehabilitation Project - Phase 2, as part of the 10 -Year Pipeline Inspection and Rehabilitation Project, Project No. 95084002, Contract No. C0697 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder.

Manager: Emmanuel Aryee, 408-630-3074

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

*4.4. Approval of Minutes. 25-1004

Recommendation: Approve the minutes.

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

Attachments: Attachment 1: 10/28/2025 Meeting Minutes PH

*4.5. Accept the CEO Bulletin for the Weeks of November 21, through December 4, 2025. 25-1043

Recommendation: Accept the CEO Bulletin.

Manager: Melanie Richardson, 408-630-2017

Attachments: Attachment 1: 12/04/2025 CEO Bulletin

5. BOARD OF DIRECTORS:

*5.1. Board Committee Reports. 25-1044

Attachments: *Handout 5.1-A: 10222025 SCVWC Summary
*Handout 5.1-B: 12082025 WSDMC Agenda
*Handout 5.1-C: 12102025 BPMC Agenda

*5.2. Consider the November 19, 2025, Board Audit Committee Recommendation for Performance Audits to include in the 2026 Annual Audit Plan; Approve the 2026 Annual Audit Plan; and Provide Further Direction to Staff and the Chief Audit Executive as Needed. 25-0884

Recommendation: Consider the November 19, 2025, Board Audit Committee Recommendation for Performance Audits to include in the 2026 Annual Audit Plan:

A. Approve the 2026 Annual Audit Plan; and
B. Provide further direction to staff and the Chief Audit Executive as needed.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: 2023 Risk Assessment Final Report

6. WATER UTILITY ENTERPRISE:

*6.1. Receive Report of Bids, Ratify Addenda, Waive Minor Irregularities, Approve the Contingency Fund, and Award the Construction Contract to Mountain Cascade, Inc., for the Penitencia Water Treatment Plant Residuals Management Project, Project No. 93234044, Contract No. 0711 in the Sum of $90,569,600 (City of San Jose, District 3). 25-0896

Recommendation:

A. Ratify Addenda No(s). 1 through 10 to the Contract Documents for the Penitencia Water Treatment Plant Residuals Management Project;
B. Waive minor irregularities in Mountain Cascade, Inc.'s bid;
C. Award the Construction Contract to Mountain Cascade, Inc., located in Livermore, CA, in the sum of $90,569,600; and
D. Approve a contingency sum of $13,585,440 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Manager: Emmanuel Aryee, 408-630-3074

Attachments: Attachment 1: Project Delivery Process Chart
Attachment 2: Location Map

Est. Staff Time: 5 Minutes

7. WATERSHEDS:

7.1. Approve Amendment No. 3 to Agreement No. A4306A with GEI Consultants, Inc. for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes. 25-0968

Recommendation: Approve Amendment No. 3 to Agreement No. A4306A with GEI Consultants, Inc. for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes.

Manager: Lisa Bankosh, 408-630-2618

Attachments: Attachment A: Gov Code § 84308
Attachment 1: Amendment No. 3
Attachment 2: Amendment No. 2
Attachment 3: Amendment No. 1
Attachment 4: Agreement

7.2. Approve Amendment No. 3 to Agreement No. A4307A with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes. 25-0989

Recommendation: Approve Amendment No. 3 to Agreement No. A4307A with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes.

Manager: Lisa Bankosh, 408-630-2618

Attachments: Attachment A: Gov Code § 84308
Attachment 1: Amendment 3
Attachment 2: Amendment 2
Attachment 3: Amendment 1
Attachment 4 Agreement

7.3. Authorize Acquisition of Real Property Interests from San Jose Water Company for the Coyote Creek Flood Protection Project, Project No. 26174043, APNs 467-13-055, 467-13-056, 467-13-002, 467-13-003, 472-11-016, 472-12-058, 472-12-071, 477-12-024, and 477-20-033, Real Estate File Nos. 4021-367, 4021-458, 4021-464, 4021-465, 4021-472, 4021-473, 4021-498, 4021-506, 4021-521, 4021-525, and 4021-526 (San Jose, Districts 2 and 6). 25-1009

Recommendation:
A. Authorize the Interim Chief Executive Officer to execute a Right of Way Agreement between San Jose Water Company and the Santa Clara Valley Water District for acquisition of real property interests on APNs 467-13-055, 467-13-056, 467-13-002, 467-13-003, 472-11-016, 472-12-058, 472-12-071,477-12-024, and 477-20-033, for the price of $2,932,950, based upon the terms and conditions as set forth in the Agreement;
B. Authorize the Interim Chief Executive Officer to accept the Quit Claim Deed (4021-525 and 4021-526) from San

Jose Water Company;

C. Authorize the Interim Chief Executive Officer to accept the Easement Deeds (4021-367 and 4021-498) from San Jose Water Company; and

D. Authorize the Interim Chief Executive Officer to accept the Temporary Construction Easement Deeds (4021-506, 4021-521, 4021-458, 4021-464, 4021-465, 4021-472, and 4021-473) from San Jose Water Company.

Manager: Bhavani Yerrapotu, 408-630-2735

Attachments: Attachment A: Gov Code 84308
Attachment 1: Right of Way Agreement
Attachment 2: Quitclaim Deeds
Attachment 3: Water Management Easement Deeds
Attachment 4: Temporary Construction Easement Deeds

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

9. EXTERNAL AFFAIRS:

10. CHIEF EXECUTIVE OFFICER:

*10.1. CEO and Chiefs' Reports. 25-1048

Attachments: *Handout 10.1-A: OCE Update
*Handout 10.1-B: OGR Report

11. ADMINISTRATION:

12. DISTRICT COUNSEL:

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

13.1. Review the Fiscal Year 2026 Board Policy Planning Calendar. 25-0900

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

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

Attachments: Attachment 1: FY26 Board Calendar

Est. Staff Time: 5 Minutes

*13.2. Election of Board Chairperson and Vice Chairperson for Calendar Year 2026. 25-0952

Recommendation: Nominate and elect a new Chairperson and Vice Chairperson for Calendar Year 2026.

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

Attachments: Attachment 1: Board Governance Policy GP-5.3
Attachment 2: Chair and Vice Chair Term History
*Handout 13.2-A: Director Ballard

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

*14.1 Board Member Reports/Announcements - Director Ballard. 25-1075

.

Attachments: *Handout 14.1-A: Director Ballard

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

16. ADJOURN:

16.1 The Board will convene for the next Regular meeting at 1:00 p.m. on Tuesday, January 13, 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.: 25-1061

Agenda Date: 12/9/2025
Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Outdoor Solutions Landscape & Paver Supply v. Santa Clara Valley Water District, et al.
(Santa Clara County Superior Court, Case No. 24CV441153)

Santa Clara Valley Water District

File No.: 25-1072

Agenda Date: 12/9/2025
Item No.: *2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: District Counsel
Pursuant to Government Code Section 54957(b)(1)

Santa Clara Valley Water District

File No.: 25-1073

Agenda Date: 12/9/2025
Item No.: *2.3.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE DISCIPLINE
Pursuant to Government Code Section 54957(b)(1)

Santa Clara Valley Water District

File No.: 25-1074

Agenda Date: 12/9/2025
Item No.: *2.4.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
Anticipated Litigation
Significant Exposure to Litigation, Government Code Section 54956.9(d)(2)
Number of cases: multiple

Santa Clara Valley Water District

File No.: 25-0990

Agenda Date: 12/9/2025
Item No.: 3.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Vice Chairperson Richard Santos' 25th Anniversary Recognition.

RECOMMENDATION:
Recognize Vice Chairperson Richard Santos for 25 years of service as a Board Director.

SUMMARY:
In grateful recognition of 25 years of dedicated public service to the people of Santa Clara County, the Santa Clara Valley Water District (Valley Water) proudly honors Vice Chair Richard P. Santos for 25 years of leadership, integrity, and unwavering commitment.

Since 2000, Vice Chair Santos has represented District 3-encompassing Sunnyvale, Santa Clara, Alviso, Milpitas, and the Berryessa/Alum Rock communities-with steadfast dedication and a deep commitment to the residents and businesses he serves.

Throughout his tenure, Director Santos has provided exemplary leadership on the Board, serving as Vice Chair in 2004, 2017, and now for 2024/2025, and as Chair in 2005, 2010, and 2018.

Valley Water celebrates this significant milestone as a testament to Director Santos's vision, hard work, and enduring service to Santa Clara County.

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

FINANCIAL IMPACT:
There is no financial impact associated with this item.

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

ATTACHMENTS:
None.

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193

File No.: 25-1038

Agenda Date: 12/9/2025
Item No.: 3.5.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from AJS Investment Group, LLC, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APN 237-02-062, Real Estate File No. 4021-436 (San Jose, District 2).

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

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

To implement the flood protection elements of the CCFPP, Valley Water must acquire a temporary construction easement (the Property Interest) over a portion of the following property owned by AJS Investment Group LLC (Owner): APN 237-02-062 in San Jose, California (the Property).

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

Project Background

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

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

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

Acquisition of the Property Interest

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

Valley Water made good faith attempts to negotiate a voluntary acquisition from the Owner. An offer was made to Owner on July 23, 2025, in person, for the Property Interest and Owner confirmed receipt of the offer. Valley Water spoke with the Owner by phone, via e-mail and in-person to discuss the Project and answer questions. Owner emailed Valley Water on August 15, 2025, and agreed to the Valley Water offer. Owner has not responded to multiple phone calls, emails and in-person visits by Valley Water since August 26, 2025. To date, Valley Water has been unable to acquire the Property Interest through a negotiated purchase.

In conformance with Code of Civil Procedure Section 1245.235, on November 7, 2025, Valley Water sent a Notice of Intent (Attachment 2) giving notice of its intent to hold a hearing to consider adoption of a RON (Attachment 1) by certified mail to the Owner, to provide them with a reasonable opportunity to be heard by the Board.

The Hearing by the Board and the adoption of the RON are legal preconditions to the exercise of Valley Water's power of eminent domain. This statutory requirement is designed to ensure that public entities verify and confirm the validity of their intended use of the power of eminent domain. A RON

must contain a general statement of the public use for which the property is taken, a reference to the authorizing statutes, a description of the property, and a declaration stating that the Board has found and determined each of the following underlined findings to be true:

1. The public's interest and necessity require the Project. The Project is necessary to provide flood protection in the City of San Jose.
2. The Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury. The Project design impacts the fewest private properties to the least extent possible while providing the conveyance capacity necessary to protect against a flood event equivalent to the February 2017 flood or approximately a 20-year flood event.
3. The Property Interest is necessary for the Project. The Project cannot be executed without the Property Interest.
4. The Government Code Section 7267.2(a) offer has been made to the owner or owners of record. On July 23, 2025, Valley Water representatives met with Owner and presented a first written offer to the Owner to acquire the Property Interest, and Valley Water received confirmation of the offer being made on July 23, 2025. Valley Water's offer complies with California Government Code Section 7267.2.

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

As stated above, Valley Water has attempted to acquire the Property Interest through a negotiated purchase, but the Owner has become non-responsive and we have reached an impasse; therefore, adoption of the RON should be considered to meet the Project objectives and schedule. Whether or not the RON is adopted, Valley Water will continue efforts to make contact and achieve a mutual settlement with Owner.

ENVIRONMENTAL JUSTICE IMPACT:
The CCFPP will have beneficial Environmental Justice impacts. The intent of CCFPP is to protect the public from dangers associated with flooding similar to the flooding event that occurred in February 2017. Acquisition of right-of-way on the Property is required to achieve flood protection for all in the surrounding community.

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

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

FINANCIAL IMPACT:
The CCFPP, Project No. 26174043, is included in the Capital Improvement Program (CIP) Fiscal Year (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. The statutory offer of compensation for the right-of-way for this Resolution of Necessity is $150,000 and does not change the overall Total Project Cost reflected in the CIP FY 2026-30 Five-Year Plan. There are adequate funds in the Project's FY 2025-26 Adopted Budget to encumber funds for the right-of-way purchase.

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

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

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Resolution
Attachment 2: Notice of Intent
Attachment 3: PowerPoint

UNCLASSIFIED MANAGER:
Bhavani Yerrpotu, 408-630-2735

Attachment A: Gov. Code § 84308

Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from AJS Investment Group, LLC, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APN 237-02-062, Real Estate File No. 4021-436 (San Jose, District 2).

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

Organization Name	**Name**	**Role**	**Location**
AJS Investment Group LLC	Atwal, Amrik S.	Manager	2233 Paragon Drive, San Jose, CA 95131

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Watershed: Coyote
Project: 26174043
Real Estate File No.: 4021-436

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2025-

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

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

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

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

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

WHEREAS, the property interest to be acquired for the Project is described and shown in more detail in the plat map and legal description attached hereto as Exhibit A and incorporated herein ("Property Interest"); and

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

WHEREAS, Valley Water made an offer to purchase the Property Interest from the owner of record on July 23, 2025, based on a current appraisal and in compliance with Government Code section 7267.2; and

WHEREAS, on November 7, 2025, Valley Water provided by certified mail to all persons whose names appear on the last equalized county assessment roll as having an interest in the Property Interest a notice that Valley Water's Board of Directors would hold a hearing on December 9, 2025, to consider the adoption of a resolution of necessity authorizing Valley Water to acquire the Property Interest by eminent domain; and

WHEREAS, Valley Water's notice of intent letter advised all such interested persons of the time and place for the hearing, their right to be heard in relation to that matter, and that their failure to file a written request to appear and be heard at the hearing by November 22, 2025, would result in a waiver of their right to be heard; and

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

WHEREAS, Valley Water's Board of Directors held a public hearing on December 9, 2025, to consider the adoption of this Resolution, and all interested parties were given an opportunity to be heard.

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

1. The public interest and necessity require the Project;

2. The Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;

3. The Property Interest described herein in plat map and legal description attached hereto as Exhibit A is necessary for the Project;

4. Valley Water made the offer required by Government Code section 7267.2 to the owners of record;

5. Valley Water has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property Interest;

6. Valley Water has complied with the requirements of CEQA for the Project; and

7. Valley Water's Office of the District Counsel and/or its designee is hereby authorized to commence and prosecute an eminent domain proceeding to acquire the Property Interest, to deposit the amount of probable compensation pursuant to Code of Civil Procedure Section 1255.010, and to acquire prejudgment possession of the Property Interest as may be necessary for the Project.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District on the following, two thirds majority vote, on December 9, 2025.

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A
COVERSHEET

PLAT MAP AND LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT, FILE NO. 4021-436

No. of Pages: 4

Exhibit Attachments: None

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-436
BY: B. Bains

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands described in that certain Deed recorded as Document Number 24665307 filed on October 21, 2020, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

BEGINNING at a 1" iron pipe at the southwesterly corner of the lands shown as PARCEL "A", on that certain Parcel Map, filed in Book 328 of Maps at Page 46, on August 21, 1973, in the Office of the Recorder, Santa Clara County, State of California, said point also being the beginning of a non-tangent curve concave easterly and having a radius of 890.05 feet, a radial line to said point bears N76°46'58"W;

Thence along the northwesterly line of said lands, northeasterly along said curve thru a central angle of 1°34'35", an arc distance of 24.49 feet;

Thence leaving said northwesterly line, S75°12'34"E, 220.34 feet to a point on the southeasterly line of said lands, said point also being the beginning of a non-tangent curve concave easterly and having a radius of 430.00 feet, a radial line to said point bears N77°34'53"W;

Thence along said southeasterly line, southwesterly along said curve thru a central angle of 3°12'22", an arc distance of 24.06 feet, to a 1" iron pipe at the most southerly corner of said lands;

Thence along said southwesterly line, N75°20'05"W, 221.67 feet to the **POINT OF BEGINNING**.

Containing 5,356 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N75°20'05"W, shown as N76°08'07"W along the southwesterly line of the lands shown as PARCEL "A" on that certain Parcel Map, filed in Book 328 of Maps at Page 46, on August 21, 1973, in the Office of the Recorder, State of California, was used as Basis of Bearings shown hereon.

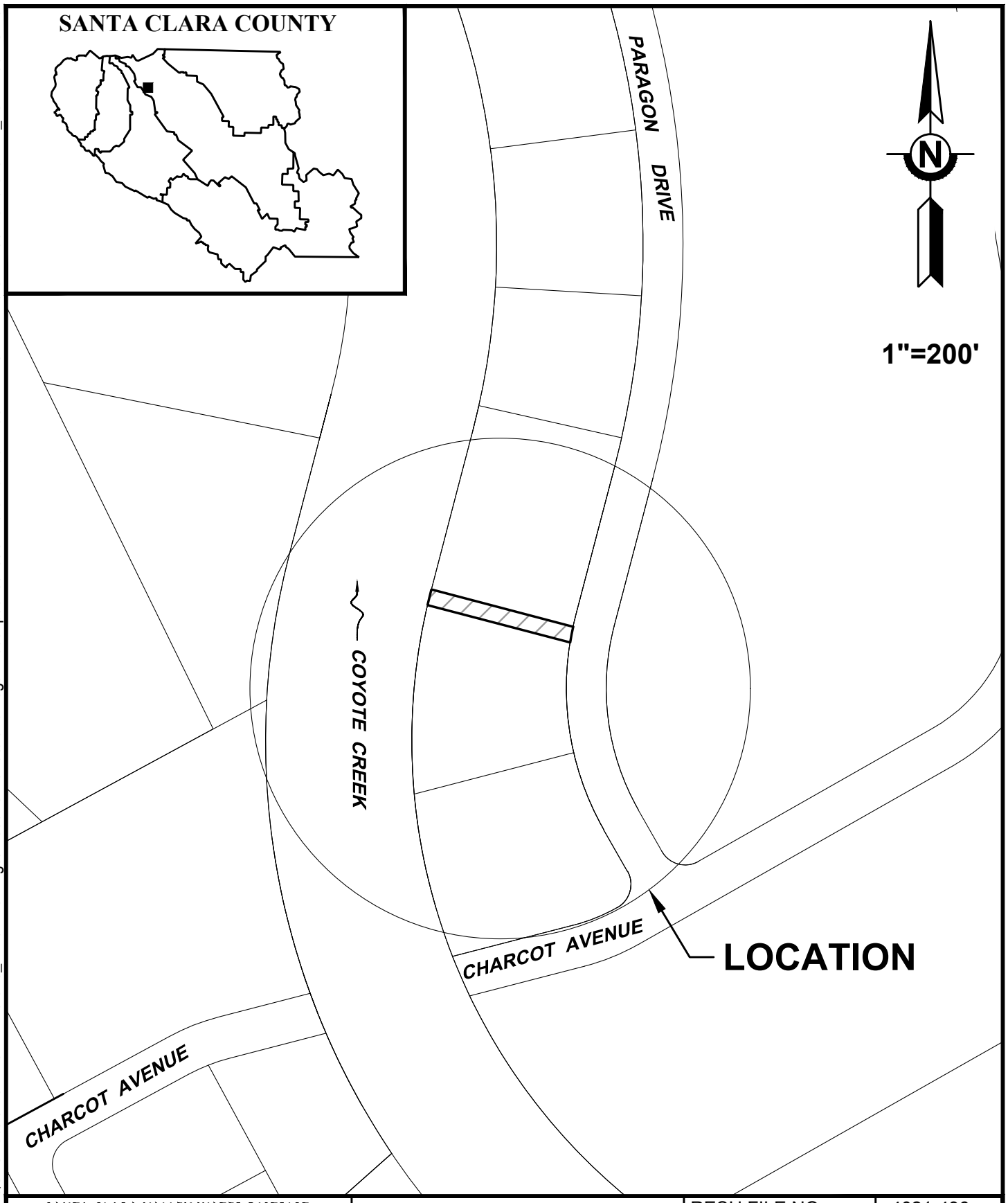
SURVEYOR'S STATEMENT:

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

Jessica DeMartini, PLS 9095

7/15/25
Date





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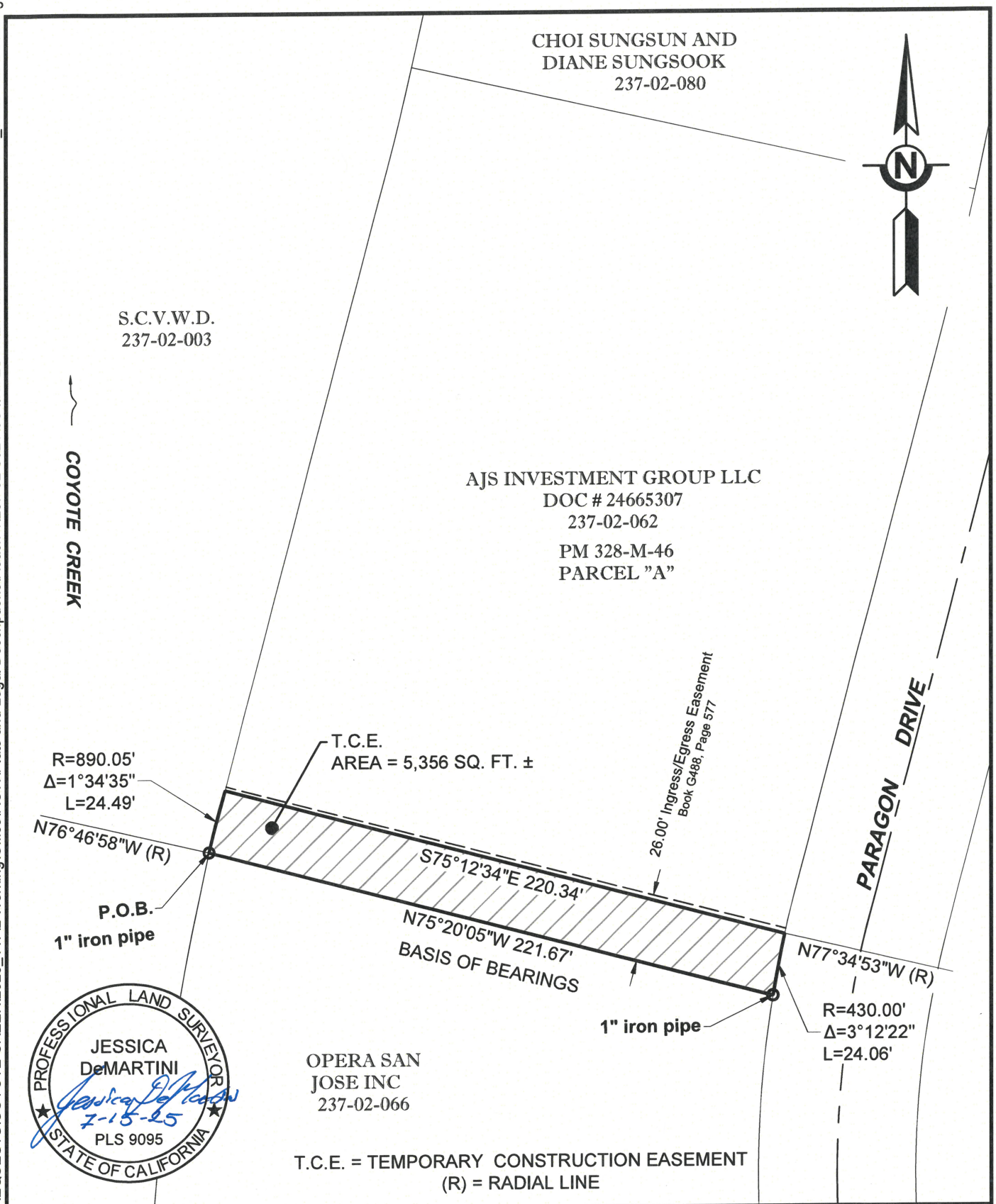
SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-436
APN	237-02-062
LSMU REQUEST NO.	2023-147
DRAWN	B. BAINS

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 4\237-02-062 AJS INVESTMENT\4021-436 TCE\2023-147_4021-436 TCE.dwg



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
(R) = RADIAL LINE

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 50'

RESU FILE NO.	4021-436
APN	237-02-062
LSMU REQUEST NO.	2023-147
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SHEET 1 OF 1

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Files: 4021-436
Coyote Creek Flood Protection Project

November 7, 2025

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

AJS Investment Group, LLC
Attn: Amrik Atwal
2233 Paragon Drive
San Jose, CA 95131-1307

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

Dear Property Owner:

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

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

Notice is further given that the Board is scheduled to meet to consider adoption of the Resolution of Necessity at its **December 9, 2025,** meeting which begins at **1:00 PM** at Valley Water's Headquarters Building, 5700 Almaden Expressway, San Jose, California. The meeting will also be live streamed on Valley Water's website.

Notice of Your Right to Appear and Be Heard

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

1. Whether public interest and necessity require the Project;

2. Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

3. Whether the Property sought to be acquired is necessary for the Project;

4. Whether Valley Water made the offer required by Government Code section 7267.2 to the owners of record;

5. Whether Valley Water has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property; and

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6. Whether Valley Water has complied with the requirements of the California Environmental Quality Act for the Project.

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

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

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

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

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

Santa Clara Valley Water District

By: DocuSigned by: Nicole Merritt 08B0400F9C0F4D8...

Nicole Merritt
Acting Clerk, Board of Directors

By Certified Mail: 7022 0410 0001 3793 8164

Enclosures: Exhibit A

Date Mailed: November 7, 2025

Notice of Intention to Appear must be filed on or before: November 22, 2025

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

cc: AJS Investment Group, LLC
Attn: Amrik Atwal
2202 Deer Crest Ct.
San Jose, CA 95138

Docusign Envelope ID: 24C3E908-28F9-4F8E-8021-5DE70C7BC44F

Exhibit A

(4 pages to follow)

Temporary Construction Easement, File No. 4021-436

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the temporary easement rights to the Grantee.

2. This temporary construction easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This temporary construction easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the temporary construction easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercise of the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by this easement open to traffic and to not interfere with residential occupants or construction activity of Grantor on site. Grantee will keep area covered by the easement clean and remove all debris related to its construction.

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

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Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-436
BY: B. Bains

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Thence along the northwesterly line of said lands, northeasterly along said curve thru a central angle of 1°34'35", an arc distance of 24.49 feet;

Thence leaving said northwesterly line, S75°12'34"E, 220.34 feet to a point on the southeasterly line of said lands, said point also being the beginning of a non-tangent curve concave easterly and having a radius of 430.00 feet, a radial line to said point bears N77°34'53"W;

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SURVEYOR'S STATEMENT:

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

Jessica DeMartini, PLS 9095

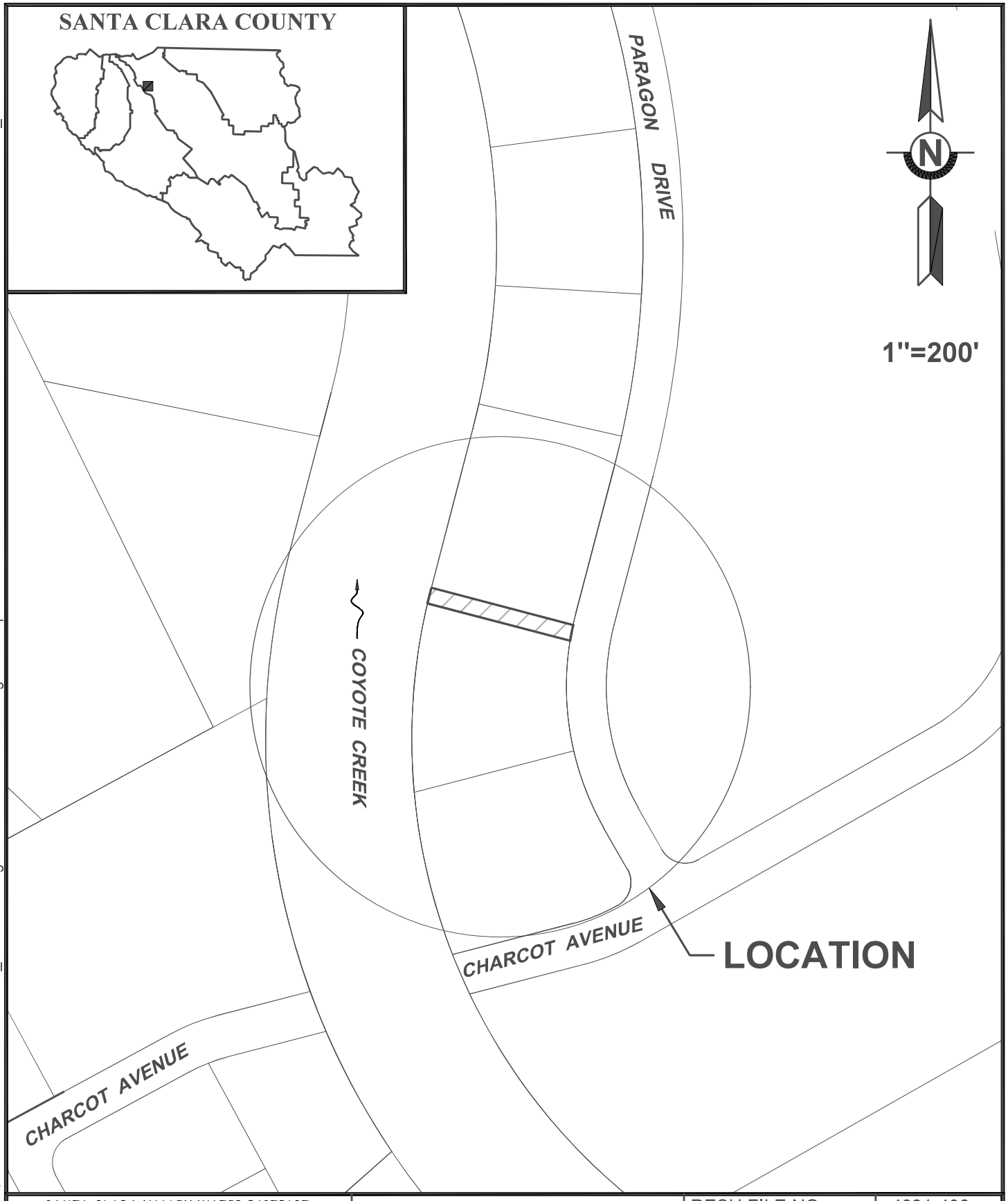
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Date



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AJS INVESTMENT GROUP LLC

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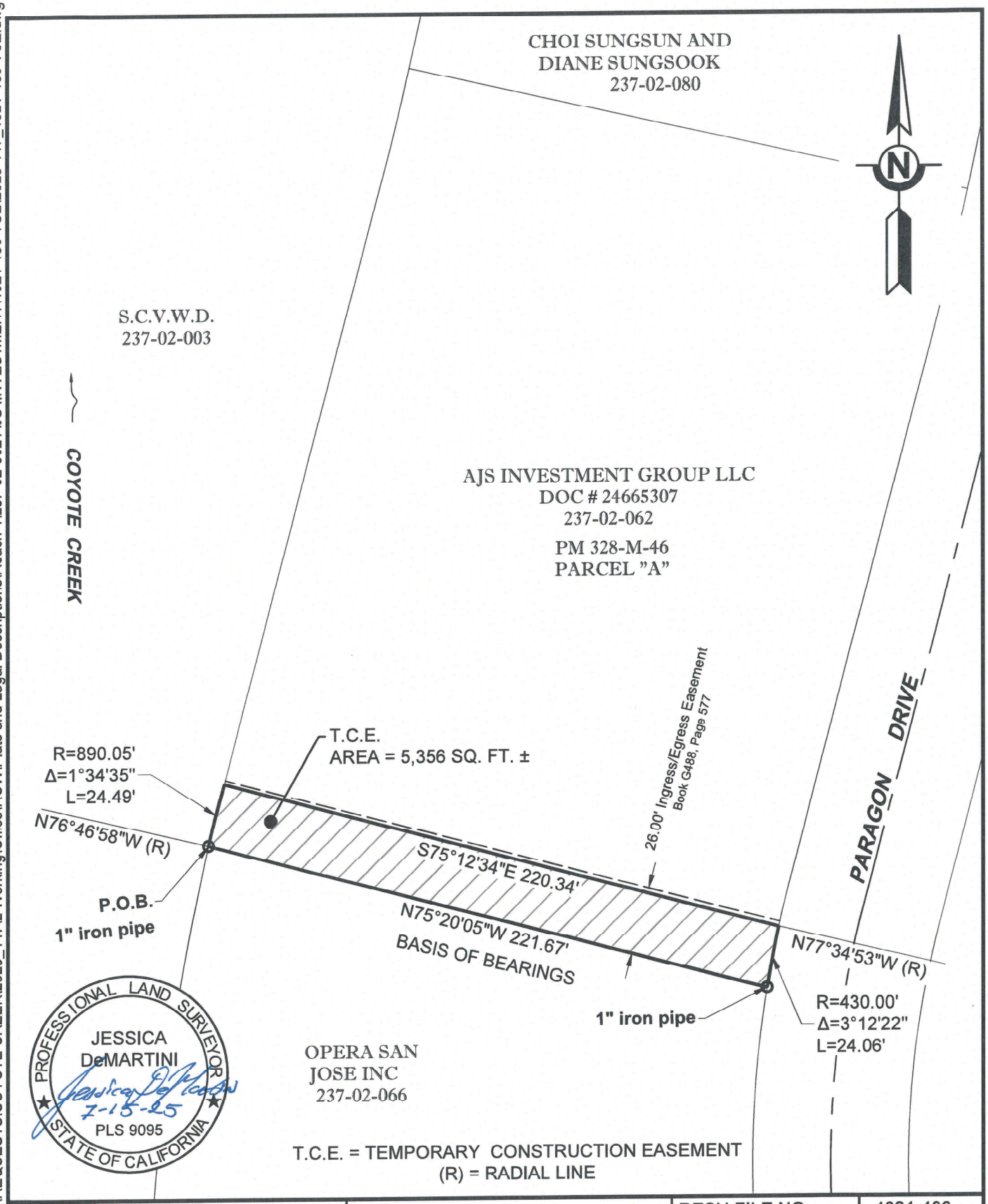


SANTA CLARA VALLEY WATER DISTRICT Valley Water	COYOTE CREEK FLOOD PROTECTION PROJECT	RESU FILE NO.	4021-436
		APN	237-02-062
		LSMU REQUEST NO.	2023-147
		DRAWN	B. BAINS

Docusign Envelope ID: 24C3E908-28F9-4F8E-8021-5DE70C7BC44F

AJS INVESTMENT GROUP LLC

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T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
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SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 50'

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APN	237-02-062
LSMU REQUEST NO.	2023-147
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SHEET 1 OF 1

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

Valley Water

December 9, 2025

Findings to be Made at RON Hearing

- Establish the public need for the project
- Establish that project is designed/located in a manner most compatible with greatest public good and least private injury
- Determine the property is necessary for the project
- Establish offer required by Section 7267.2 of the Government Code was made to record owner(s)

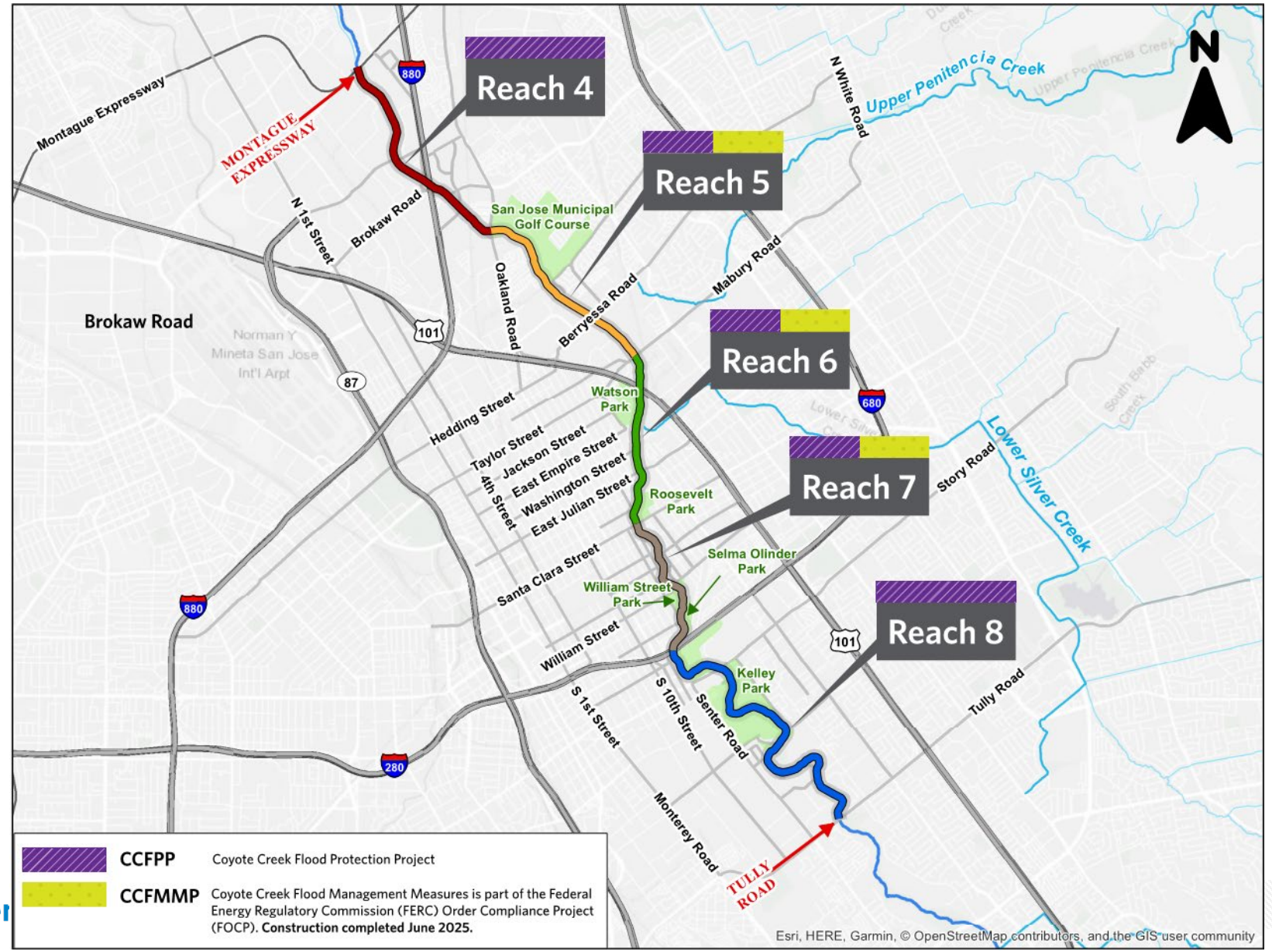
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Public Necessity for the Proposed Project

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



Coyote Creek Flood Protection Project



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Existing Constraints on Project Design

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

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

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

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

CEQA Compliance

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

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Property Acquisitions Necessary for Project

- Project requires acquisition of 62 Properties in Reaches 4, 5, 6, 7, & 8
- A Resolution of Necessity is proposed to acquire property interests over portions of 1 property in Reach 4 owned by the following owner of record:
  - AJS Investment Group LLC

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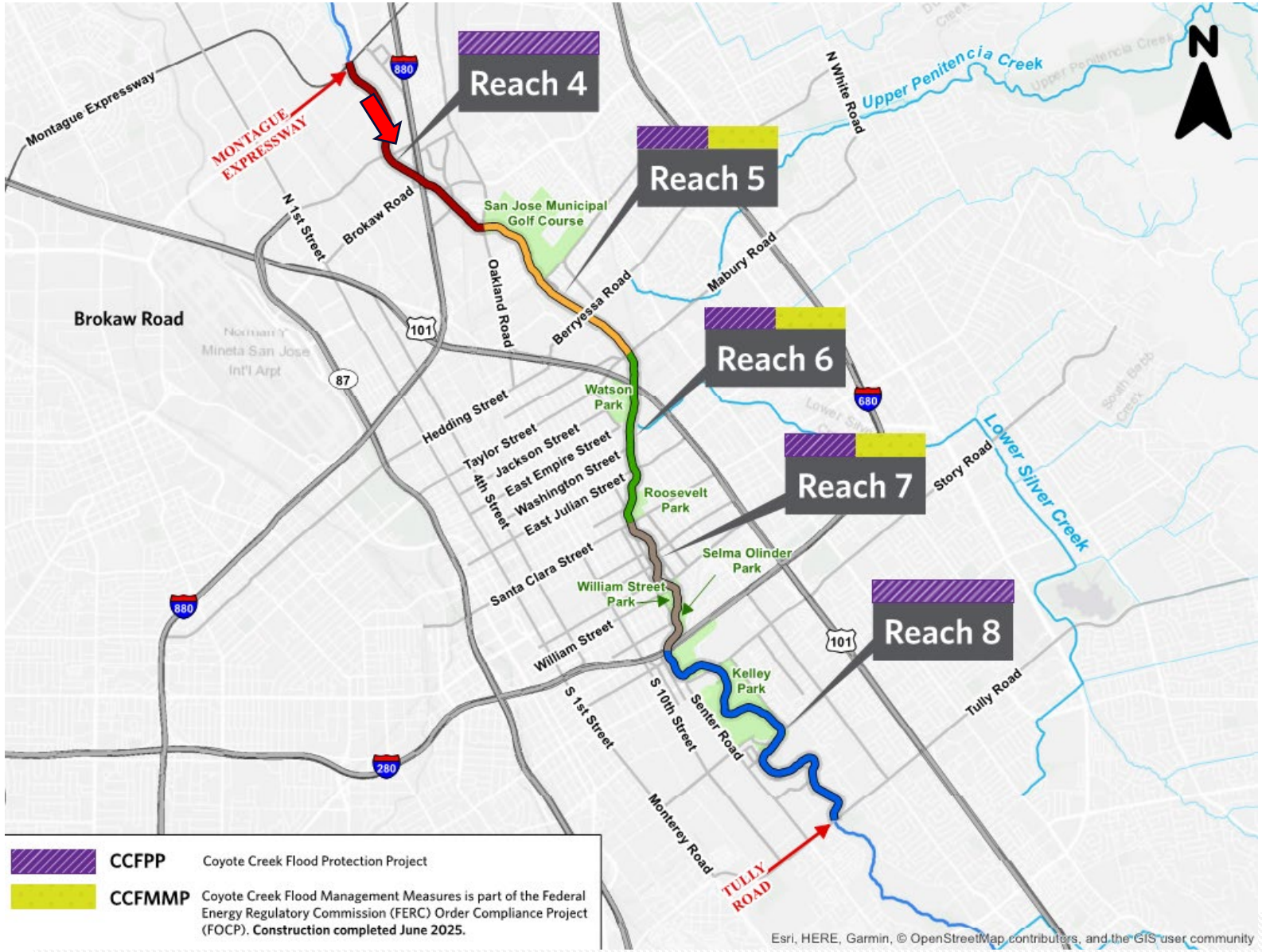
AJS Investment Group LLC Property is Necessary for the Project

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

- This property is necessary for the project because the floodwall is directly adjacent to this property.
- This property will need to be accessed to construct the floodwall.
- The use of this property will not impact any buildings or displace any parking permanently.

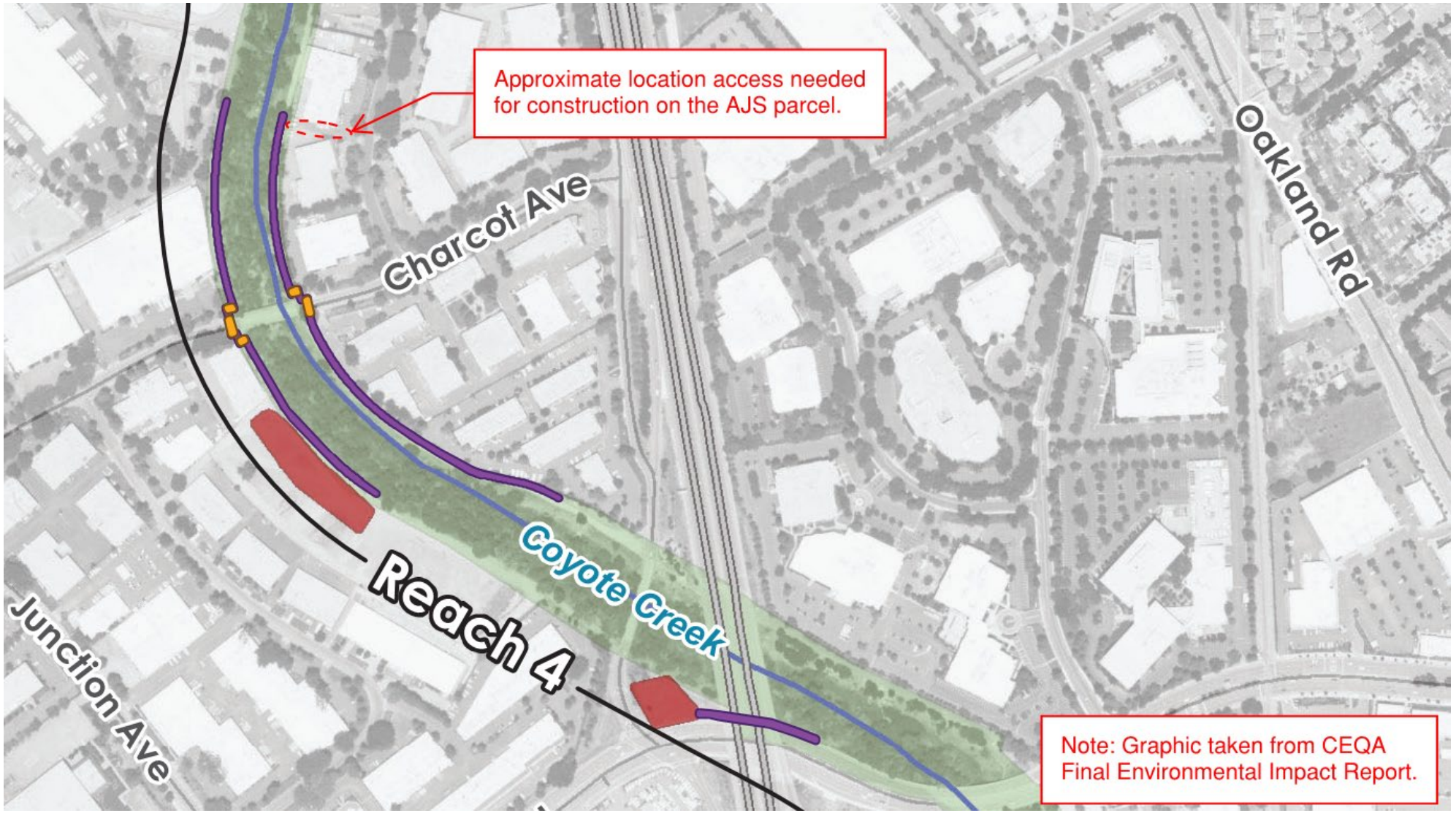
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AJS Investment Group LLC Property Location

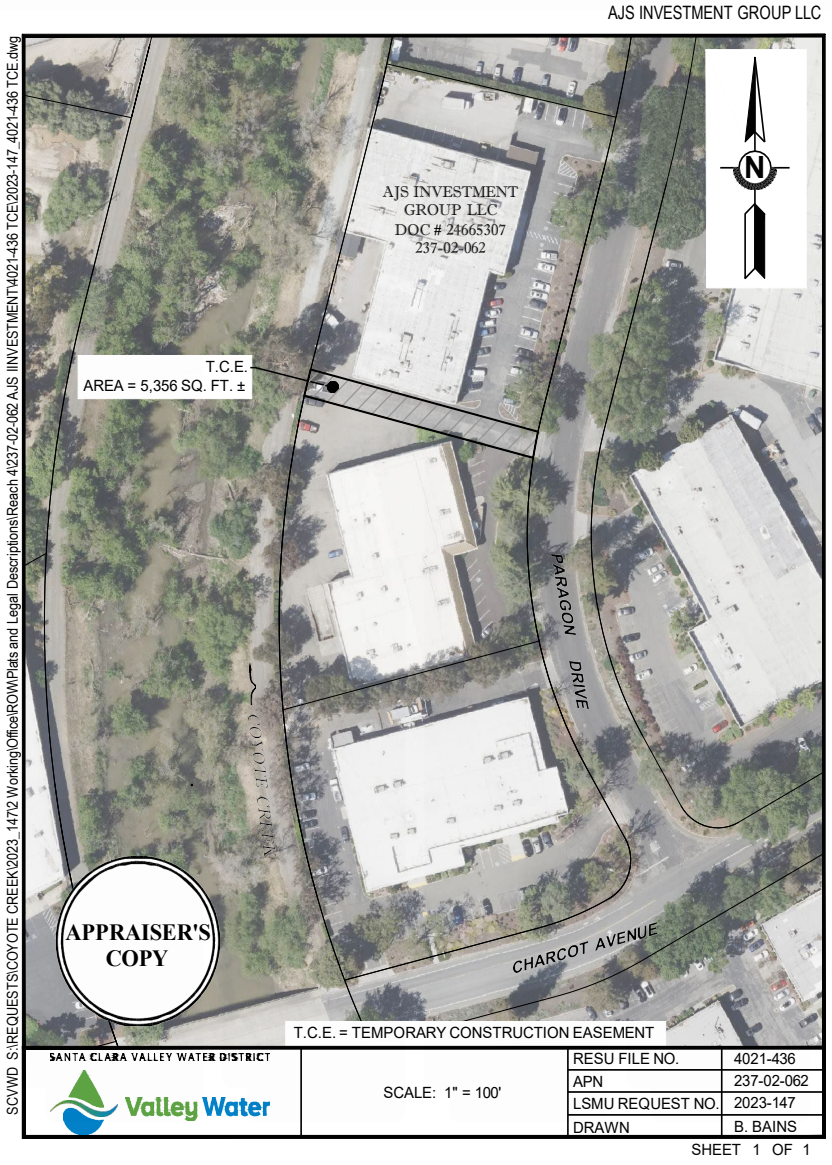


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AJS Investment Group LLC Site Map



AJS Investment Group LLC Property Exhibit



valleywater.org

CCFPP on AJS Investment Group LLC Property:

- The floodwall is located directly adjacent to the property.
- The TCE area to be acquired is for temporary access to construct the project features.
- The project features maintain access and minimize impacts to existing structures.
- After project is constructed, the area will be returned to its existing use.

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Gov. Code Section 7267.2(a) Offer

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

- On July 23, 2025, the Valley Water presented a first written offer to the Owner in person for the Full Amount established as Just Compensation.
- The amount of Just Compensation was not less than fair market value established by an approved appraisal.

valleywater.org

AJS Investment Group LLC - Acquisition Chronology

DATE	DISTRICT ACTIVITIES
July 23, 2025	Valley Water has in person appointment with Owner to present First Written Offer* (FWO)
July 30, 2025	Valley Water responded by email to Owner with answers to his questions about FWO*
August 7, 2025	Owner emailed counteroffer to Valley Water
August 13, 2025	Valley Water emailed revised negotiated offer to Owner
August 15, 2025	Owner emailed acceptance of Valley Water revised negotiated offer
August 25, 2025	Valley Water met in person with Owner to execute ROW Agreement, but Owner refused to sign and wanted to discuss closing terms
August 26, 2025	Valley Water negotiated closing terms and Owner verbally agreed for a second time to sign revised offer
August 27, 2025	Valley Water emailed revised ROW Agreement to Owner with instructions for execution
Sept. 2, 2025	Valley Water sent email to Owner, no response
Sept. 8, 2025	Valley Water sent email to Owner, no response
Sept. 16, 2025	Valley Water sent email to Owner, no response
Sept. 24, 2025	Valley Water made visit to see Owner at on-site address, Owner not present
October 15, 2025	Valley Water sent email to Owner, no response
November 7, 2025	Valley Water sent Notice of Intent letter to Owner

valleywater.org

Valley Water

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

Discussion and Decision

- This completes the Valley Water's presentation regarding acquisition of the AJS Investment Group LLC's Property Interest.
- After the Board receives comments from the property owner and public, staff is ready to answer questions.

valleywater.org

Close the Public Hearing

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

valleywater.org



Valley Water

Clean Water • Healthy Environment • Flood Protection

File No.: 25-1042

Agenda Date: 12/9/2025
Item No.: 3.6.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from Tripp Avenue Housing Associates, LP, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APN 249-64-025, Real Estate File Nos. 4021-347 and 4021-450 (San Jose, District 2).

RECOMMENDATION:

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

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

To implement the flood protection elements of the CCFPP, Valley Water must acquire a permanent water management easement and a temporary construction easement (the Property Interests) over a portion of the following property owned by Tripp Avenue Housing Associates, LP (Owner): APN 249-64-025 in San Jose, California (the Property).

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

Project Background

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

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

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

Acquisition of the Property Interest

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

Valley Water made good faith attempts to negotiate a voluntary acquisition from the Owner. An offer was made to Owner on August 11, 2025, in person, for the Property Interests and Owner confirmed receipt of the offer. Valley Water spoke with the Owner by phone, via e-mail and in-person to discuss the Project and answer questions. Owner emailed Valley Water on September 2, 2025, with a tax question that could only be answered by a tax advisor, not Valley Water. Between September 3 to October 15, 2025, Valley Water made several attempts to contact the Owner with no response. On October 23, 2025, Valley Water received an email from Owner stating their legal counsel was reviewing the Offer. Owner has not responded to multiple phone calls and emails since October 23, 2025. To date, Valley Water has been unable to acquire the Property Interests through a negotiated purchase.

In conformance with Code of Civil Procedure Section 1245.235, on November 7, 2025, Valley Water sent a Notice of Intent (Attachment 2) giving notice of its intent to hold a Hearing to consider adoption of a RON (Attachment 1) by certified mail to the Owner, to provide them with a reasonable opportunity to be heard by the Board.

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

1. The public's interest and necessity require the Project. The Project is necessary to provide flood protection in the City of San Jose.

2. The Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury. The Project design impacts the fewest private properties to the least extent possible while providing the conveyance capacity necessary to protect against a flood event equivalent to the February 2017 flood or approximately a 20-year flood event.

3. The Property Interests are necessary for the Project. The Project cannot be executed without the Property Interests.

4. The Government Code Section 7267.2(a) offer has been made to the owner or owners of record. On August 11, 2025, Valley Water representatives met with Owner and presented a first written offer to the Owner to acquire the Property Interests, and Valley Water received confirmation of the offer being made on August 14, 2025. Valley Water's offer complies with California Government Code Section 7267.2.

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

As stated above, Valley Water has attempted to acquire the Property Interests through a negotiated purchase, but the Owner has become non-responsive and we have reached an impasse; therefore, adoption of the RON should be considered to meet the Project objectives and schedule. Whether or not the RON is adopted, Valley Water will continue efforts to make contact and achieve a mutual settlement with Owner.

ENVIRONMENTAL JUSTICE IMPACT:
The CCFPP will have beneficial Environmental Justice impacts. The intent of CCFPP is to protect the public from dangers associated with flooding similar to the flooding event that occurred in February 2017. Acquisition of right-of-way on the Property is required to achieve flood protection for all in the surrounding community.

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

Creek between Montague Expressway and Tully Road.

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

FINANCIAL IMPACT:
The CCFPP, Project No. 26174043, is included in the Capital Improvement Program (CIP) Fiscal Year (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. The statutory offer of compensation for the right-of-way for this Resolution of Necessity is $752,000 and does not change the overall Total Project Cost reflected in the CIP FY 2026-30 Five-Year Plan. There are adequate funds in the Project's FY 2025-26 Adopted Budget to encumber funds for the right-of-way purchase.

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

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

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Resolution
Attachment 2: Notice of Intent
Attachment 3: PowerPoint

UNCLASSIFIED MANAGER:
Bhavani Yerrapotu, 408-630-2735

Attachment A: Gov. Code § 84308

Conduct a Public Hearing to Consider Adopting a Resolution of Necessity Relating to the Acquisition of Real Property Interests from Tripp Avenue Housing Associates, LP, Necessary to Complete the Coyote Creek Flood Protection Project, Project No. 26174043, APN 249-64-025, Real Estate File Nos. 4021-347 and 4021-450 (San Jose, District 2).

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

Organization Name	**Name**	**Role**	**Location**
Tripp Avenue Housing Associates, LP	Albino, Kim	Asset Manager	3111 Camino del Rio North, Suite 800, San Diego, CA 92108

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BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2025-

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

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

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

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

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

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

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

WHEREAS, Valley Water made an offer to purchase the Property Interests from the owner of record on August 11, 2025, based on a current appraisal and in compliance with California Government Code Section 7267.2 and the owner has not responded to such offer; and

WHEREAS, on November 7, 2025, Valley Water provided by certified mail to all persons whose names appear on the last equalized county assessment roll as having an interest in the Property Interests a notice that Valley Water's Board of Directors would hold a hearing on December 9, 2025, to consider the adoption of a resolution of necessity authorizing Valley Water to acquire the Property Interests by eminent domain; and

WHEREAS, Valley Water's notice of intent letter advised all such interested persons of the time and place for the hearing, their right to be heard in relation to that matter, and that their failure to file a written request to appear and be heard at the hearing by November 22, 2025, would result in a waiver of their right to be heard; and

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

WHEREAS, Valley Water's Board of Directors held a public hearing on December 9, 2025, to consider the adoption of this Resolution, and all interested parties were given an opportunity to be heard.

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

1. The public interest and necessity require the Project;

2. The Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;

3. The Property Interests described herein in plat maps and legal descriptions attached hereto as Exhibits A and B are necessary for the Project;

4. Valley Water made the offer required by California Government Code Section 7267.2 to the owners of record;

5. Valley Water has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property Interests;

6. Valley Water has complied with the requirements of CEQA for the Project; and

7. Valley Water's Office of the District Counsel and/or its designee is hereby authorized to commence and prosecute an eminent domain proceeding to acquire the Property Interests, to deposit the amount of probable compensation pursuant to Code of Civil Procedure Section 1255.010, and to acquire prejudgment possession of the Property Interests as may be necessary for the Project.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District on the following, two thirds majority vote, on December 9, 2025.

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A
COVERSHEET

PLAT MAP AND LEGAL DESCRIPTION
PERMANENT EASEMENT, FILE NO. 4021-347

No. of Pages: 5

Exhibit Attachments: None

Exhibit A

WATER MANAGEMENT AND/OR STORM WATER DRAINAGE EASEMENT, File No. 4021-347

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

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

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

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

Santa Clara Valley Water District
San Jose, CA 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-347
BY: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands shown on that certain Tract Map NO. 7361, filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of said lands as described in said Deed, the following two (2) courses:

1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 84.71 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general westerly line, N03°22'50"E, 18.68 feet;

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

1) N78° 24' 10"E, 52.12 feet;
2) S39° 21' 42"E, 45.37 feet;
3) N54° 03' 57"E, 53.72 feet;
4) S39° 41' 37"E, 24.49 feet;
5) S50° 18' 23"W, 8.82 feet;
6) N79° 30' 57"W, 16.28 feet;
7) S50° 20' 01"W, 47.43 feet;
8) N39° 23' 01"W, 54.58 feet;
9) S81° 19' 42"W, 33.60 feet;

10) S49° 50' 51"W, 16.90 feet to the **POINT OF BEGINNING**.

Containing 2,241 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N04° 48' 26"W, described as N06°11'16"W along the westerly line of the lands described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

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

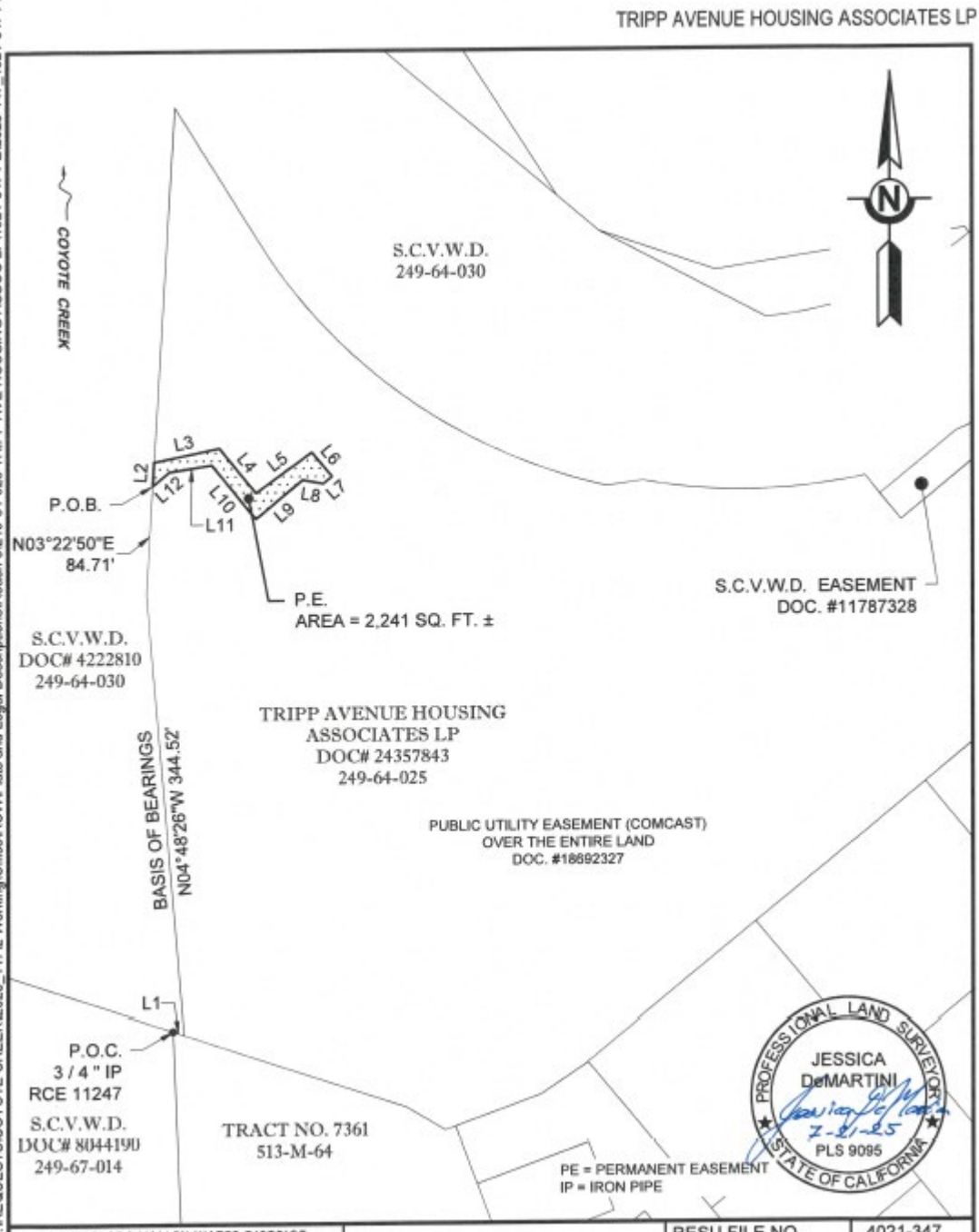
Jessica DeMartini, PLS 9095

7/21/25
Date



S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\249-64-025 TRIPP AVE HOUSING ASSOC LP\4021-347 PE\2023-147_4021-347 PE Legal Rev1.docx

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\249-64-025 TRIPP AVE HOUSING ASSOC LP\4021-347 PE\2023-147_4021-347 PE Rev1



SANTA CLARA VALLEY WATER DISTRICT Valley Water	SCALE: 1" = 100'	RESU FILE NO.	4021-347
		APN	249-64-025
		LSMU REQUEST NO.	2023-147
		DRAWN	H. Zaeri

SHEET 1 OF 2

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\249-64-025 TRIPP AVE HOUSING ASSOC LP\4021-347 PE\2023-147_4021-347 PE Rev1

Line Table		
Line #	Bearings	Distance
L1	S71°44'10"E	8.95'
L2	N03°22'50"E	18.68'
L3	N78°24'10"E	52.12'
L4	S39°21'42"E	45.37'
L5	N54°03'57"E	53.72'
L6	S39°41'37"E	24.49'
L7	S50°18'23"W	8.82'
L8	N79°30'57"W	16.28'
L9	S50°20'01"W	47.43'
L10	N39°23'01"W	54.58'
L11	S81°19'42"W	33.60'
L12	S49°50'51"W	16.90'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
7-21-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: N/A

RESU FILE NO.	4021-347
APN	249-64-025
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 2 OF 2

EXHIBIT B
COVERSHEET

PLAT MAP AND LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT, FILE NO. 4021-450

No. of Pages: 8

Exhibit Attachments: None

Exhibit B

TEMPORARY CONSTRUCTION EASEMENT, File No. 4021-450

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

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

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

Santa Clara Valley Water District
San Jose, CA 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-450
BY: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

PARCEL 1
Temporary Construction Easement (T.C.E.)

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands as shown on that certain Tract Map NO. 7361 filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of the lands as described in said Deed, the following two (2) courses:

1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 68.77 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general westerly line, N03°22'50"E, 15.94 feet;

Thence leaving said general westerly line, the following fifteen (15) courses:

1) N49° 50' 51"E, 16.90 feet;
2) N81° 19' 42"E, 33.60 feet;
3) S39° 23' 01"E, 54.58 feet;
4) N50° 20' 01"E, 47.43 feet;
5) S79° 30' 57"E, 16.28 feet;
6) N50° 18' 23"E, 8.82 feet;
7) N39° 41' 37"W, 24.49 feet;

8) S54° 03' 57"W, 53.72 feet;
9) N50° 19' 50"E, 62.60 feet;
10) S39° 39' 25"E, 35.99 feet;
11) S48° 54' 20"W, 97.70 feet;
12) N39° 47' 33"W, 78.00 feet;
13) S54° 16' 34"W, 24.06 feet;
14) S49° 50' 51"W, 6.47 feet;
15) N86° 37' 10"W, 5.00 feet to the **POINT OF BEGINNING.**

Containing 3,998 square feet of land, more or less.

PARCEL 2
Temporary Construction Easement (T.C.E.)

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands as shown on that certain Tract Map NO. 7361 filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of the lands as described in said Deed, the following two (2) courses:
1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 103.39 feet, to the **POINT OF BEGINNING;**

Thence continuing along said general westerly line, N03°22'50"E, 39.92 feet;

Thence leaving said general westerly line, the following four (4) courses:
1) S86° 08' 03"E, 11.86 feet;
2) S63° 12' 07"E, 25.66 feet;
3) S39° 22' 41"E, 22.14 feet;
4) S78° 24' 10"W, 52.12 feet to the **POINT OF BEGINNING.**

Containing 1,273 square feet of land, more or less.

PARCEL 3

Temporary Ingress & Egress Easement

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands as shown on that certain Tract Map NO. 7361 filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of the lands as described in said Deed, the following two (2) courses:

1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 68.77 feet;

Thence leaving said general westerly line, the following two (2) courses:

1) S86° 37' 10"E, 5.00 feet;
2) N49° 50' 51"E, 6.47 feet to the **POINT OF BEGINNING**;

Thence the following sixteen (16) courses:

1) N54° 16' 34"E, 24.06 feet;
2) S39° 47' 33"E, 78.00 feet;
3) N48° 54' 20"E, 97.70 feet;
4) S39° 39' 25"E, 20.98 feet;
5) S48° 54' 20"W, 97.65 feet;
6) S39° 47' 33"E, 111.11 feet;
7) N50° 36' 33"E, 225.89 feet to the beginning of a curve concave southwesterly, and having a radius of 72.00 feet;
8) Southeasterly along said curve thru a central angle of 90°10'23", an arc distance of 113.31 feet;
9) S39° 13' 04"E, 67.27 feet;
10) N50° 46' 20"E, 108.08 feet;
11) S39° 11' 09"E, 22.90 feet;
12) S50° 31' 28"W, 132.07 feet;
13) N39° 13' 04"W, 90.74 feet to the beginning of a curve concave southwesterly, and having a radius of 48.00 feet;
14) Southeasterly along said curve thru a central angle of 90°10'23", an arc distance of 75.54 feet;
15) S50° 36' 33"W, 249.72 feet;

16) N39° 47' 33"W, 235.63 feet to the **POINT OF BEGINNING**.

Containing 20,048 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N04° 48' 26"W, described as N06°11'16"W along the westerly line of the lands as described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

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

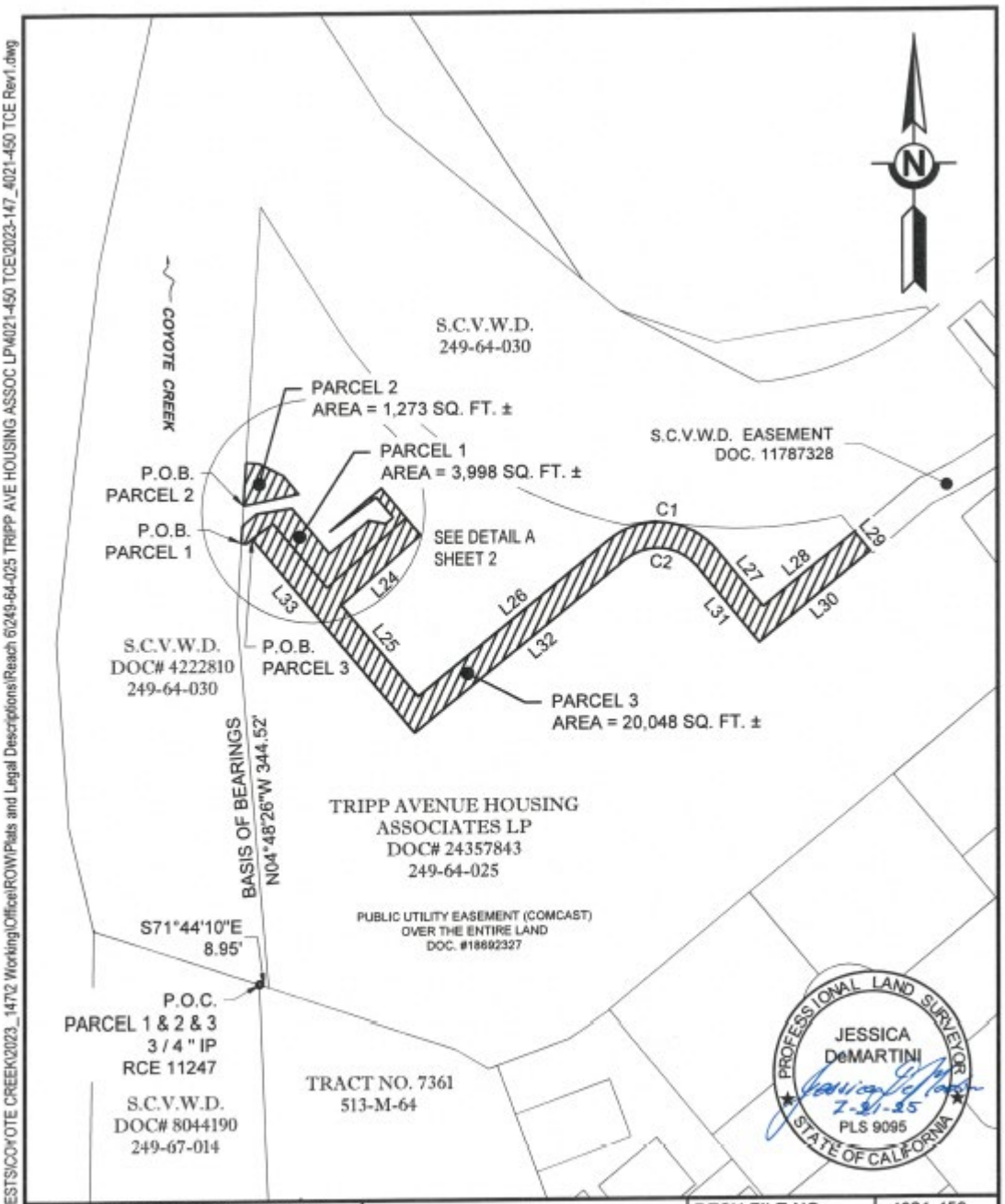
Jessica DeMartini, PLS 9095

7/21/25
Date



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TRIPP AVENUE HOUSING ASSOCIATES LP



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SANTA CLARA VALLEY WATER DISTRICT

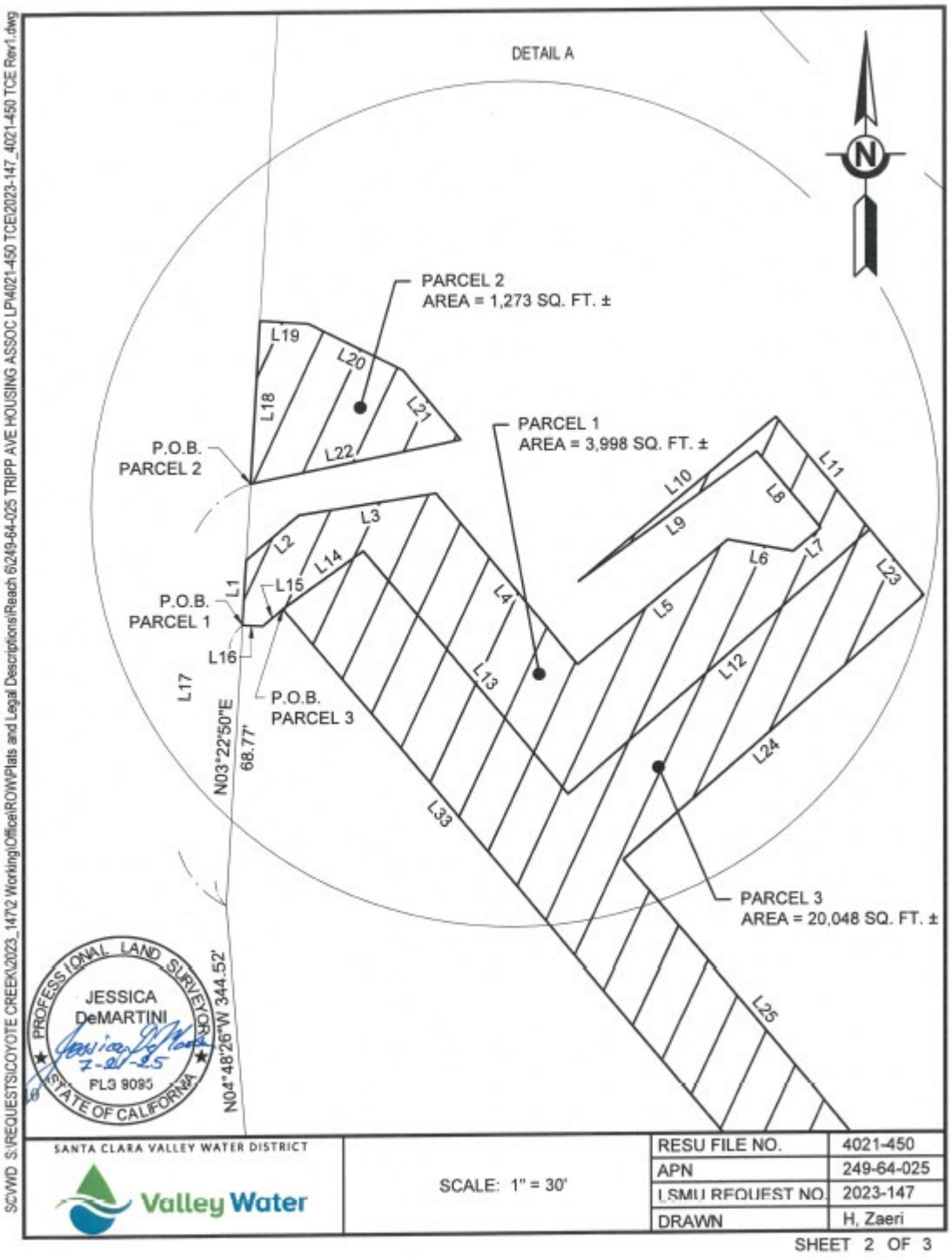
Valley Water

SCALE: 1" = 120'

RESU FILE NO.	4021-450
APN	249-64-025
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 3

TRIPP AVENUE HOUSING ASSOCIATES LP



SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\249-64-025 TRIPP AVE HOUSING ASSOC LP\4021-450 TCE\2023-147_4021-450 TCE Rev1.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 30'

RESU FILE NO.	4021-450
APN	249-64-025
LSMU REQUEST NO.	2023-147
DRAWN	H, Zaeri

SHEET 2 OF 3

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\249-64-025 TRIPP AVE HOUSING ASSOC LP\4021-450 TCE\2023-147_4021-450 TCE Rev1.dwg

Line Table		
Line #	Bearings	Distance
L1	N03°22'50"E	15.94'
L2	N49°50'51"E	16.90'
L3	N81°19'42"E	33.60'
L4	S39°23'01"E	54.58'
L5	N50°20'01"E	47.43'
L6	S79°30'57"E	16.28'
L7	N50°18'23"E	8.82'
L8	N39°41'37"W	24.49'
L9	S54°03'57"W	53.72'
L10	N50°19'50"E	62.60'
L11	S39°39'25"E	35.99'
L12	S48°54'20"W	97.70'
L13	N39°47'33"W	78.00'
L14	S54°16'34"W	24.06'
L15	S49°50'51"W	6.47'
L16	N86°37'10"W	5.00'
L17	N03°22'50"E	103.39'
L18	S03°22'50"W	39.92'
L19	N86°08'03"W	11.86'
L20	N63°12'07"W	25.66'

Line Table		
Line #	Bearings	Distance
L21	N39°22'41"W	22.00'
L22	N78°24'10"E	52.12'
L23	S39°39'25"E	20.98'
L24	S48°54'20"W	97.65'
L25	S39°47'33"E	111.11'
L26	N50°36'33"E	225.89'
L27	N39°13'04"W	67.27'
L28	S50°46'20"W	108.08'
L29	N39°11'09"W	22.90'
L30	N50°31'28"E	132.07'
L31	S39°13'04"E	90.74'
L32	S50°36'33"W	249.72'
L33	N39°47'33"W	235.63'

Curve Table			
Curve #	Radius	Delta	Length
C1	72.00'	90°10'23"	113.31'
C2	48.00'	90°10'23"	75.54'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
7-24-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: N/A

RESU FILE NO.	4021-450
APN	249-64-025
I SMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 3 OF 3

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Valley Water

Clean Water • Healthy Environment • Flood Protection

Files: 4021-347, & 4021-450
Coyote Creek Flood Protection Project

November 7, 2025

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Tripp Avenue Housing Associates LP
Attn: Property Owner
3111 Camino del Rio North, Suite 800
San Diego, CA 92108

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

Dear Property Owner:

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

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

Notice is further given that the Board is scheduled to meet to consider adoption of the Resolution of Necessity at its **December 9, 2025,** meeting which begins at **1:00 PM** at Valley Water's Headquarters Building, 5700 Almaden Expressway, San Jose, California. The meeting will also be live streamed on Valley Water's website.

Notice of Your Right to Appear and Be Heard

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

1. Whether public interest and necessity require the Project;

2. Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

3. Whether the Property sought to be acquired is necessary for the Project;

4. Whether Valley Water made the offer required by Government Code section 7267.2 to the owners of record;

5. Whether Valley Water has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property; and

Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

6. Whether Valley Water has complied with the requirements of the California Environmental Quality Act for the Project.

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

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

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

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

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

Santa Clara Valley Water District

By: DocuSigned by: Nicole Merritt 08B0400F9C0F4D6...
Nicole Merritt
Acting Clerk, Board of Directors

By Certified Mail: 7022 0410 0001 3793 8171

Enclosures: Exhibits A & B

Date Mailed: November 7, 2025

Notice of Intention to Appear must be filed on or before: November 22, 2025

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

cc: Tripp Avenue Housing Associates LP
463 Wooster Ave.
San Jose, CA 95116

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

Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

Exhibit A

WATER MANAGEMENT AND/OR STORM WATER DRAINAGE EASEMENT, File No. 4021-347

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

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

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

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

Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

Santa Clara Valley Water District
San Jose, CA 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-347
BY: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands shown on that certain Tract Map NO. 7361, filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of said lands as described in said Deed, the following two (2) courses:

1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 84.71 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general westerly line, N03°22'50"E, 18.68 feet;

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

1) N78° 24' 10"E, 52.12 feet;
2) S39° 21' 42"E, 45.37 feet;
3) N54° 03' 57"E, 53.72 feet;
4) S39° 41' 37"E, 24.49 feet;
5) S50° 18' 23"W, 8.82 feet;
6) N79° 30' 57"W, 16.28 feet;
7) S50° 20' 01"W, 47.43 feet;
8) N39° 23' 01"W, 54.58 feet;
9) S81° 19' 42"W, 33.60 feet;

Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

10) S49° 50' 51"W, 16.90 feet to the **POINT OF BEGINNING.**

Containing 2,241 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N04° 48' 26"W, described as N06°11'16"W along the westerly line of the lands described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

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

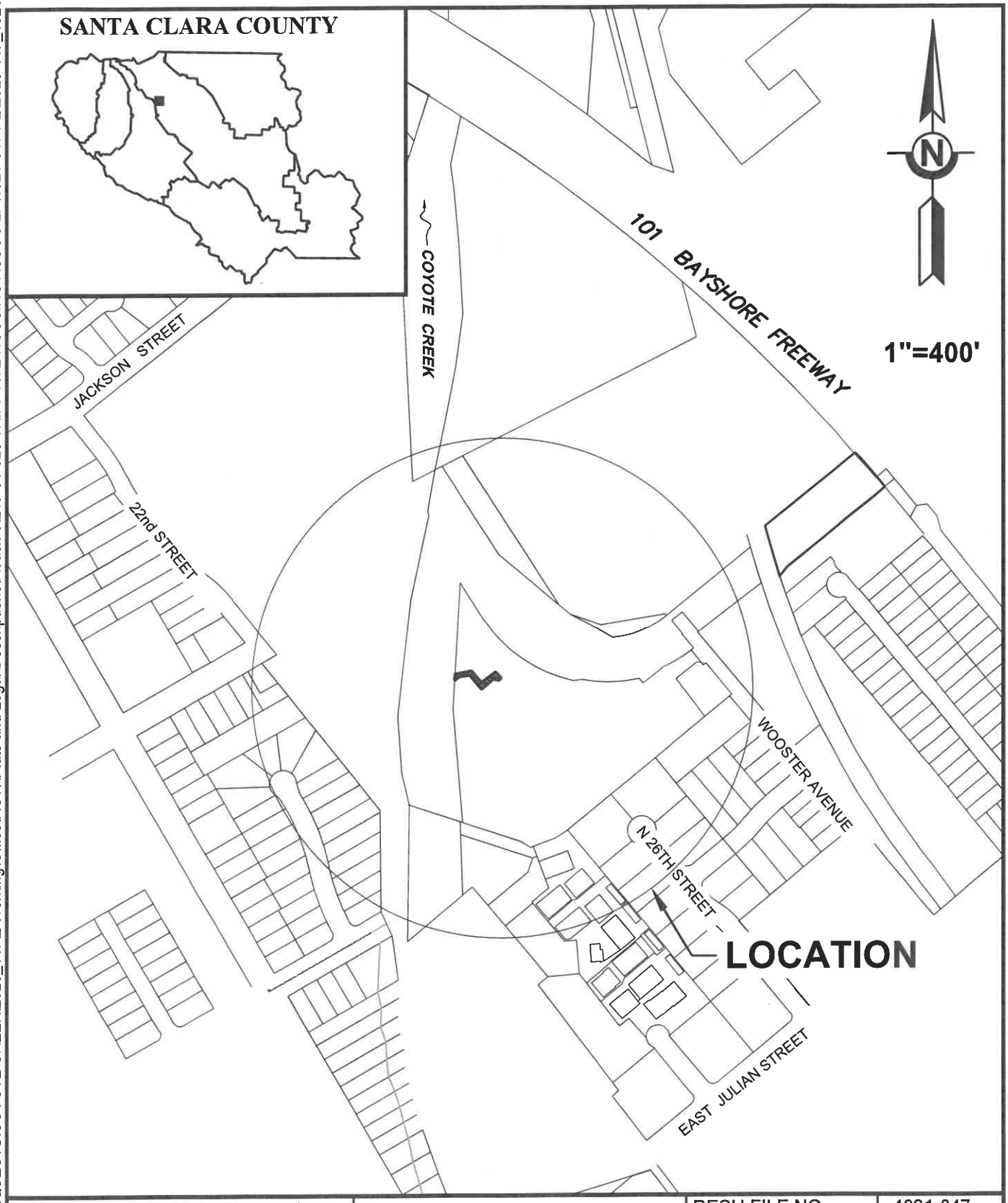
Jessica DeMartini, PLS 9095

7/21/25
Date



Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

TRIPP AVENUE HOUSING ASSOCIATES LP



SANTA CLARA VALLEY WATER DISTRICT

Valley Water

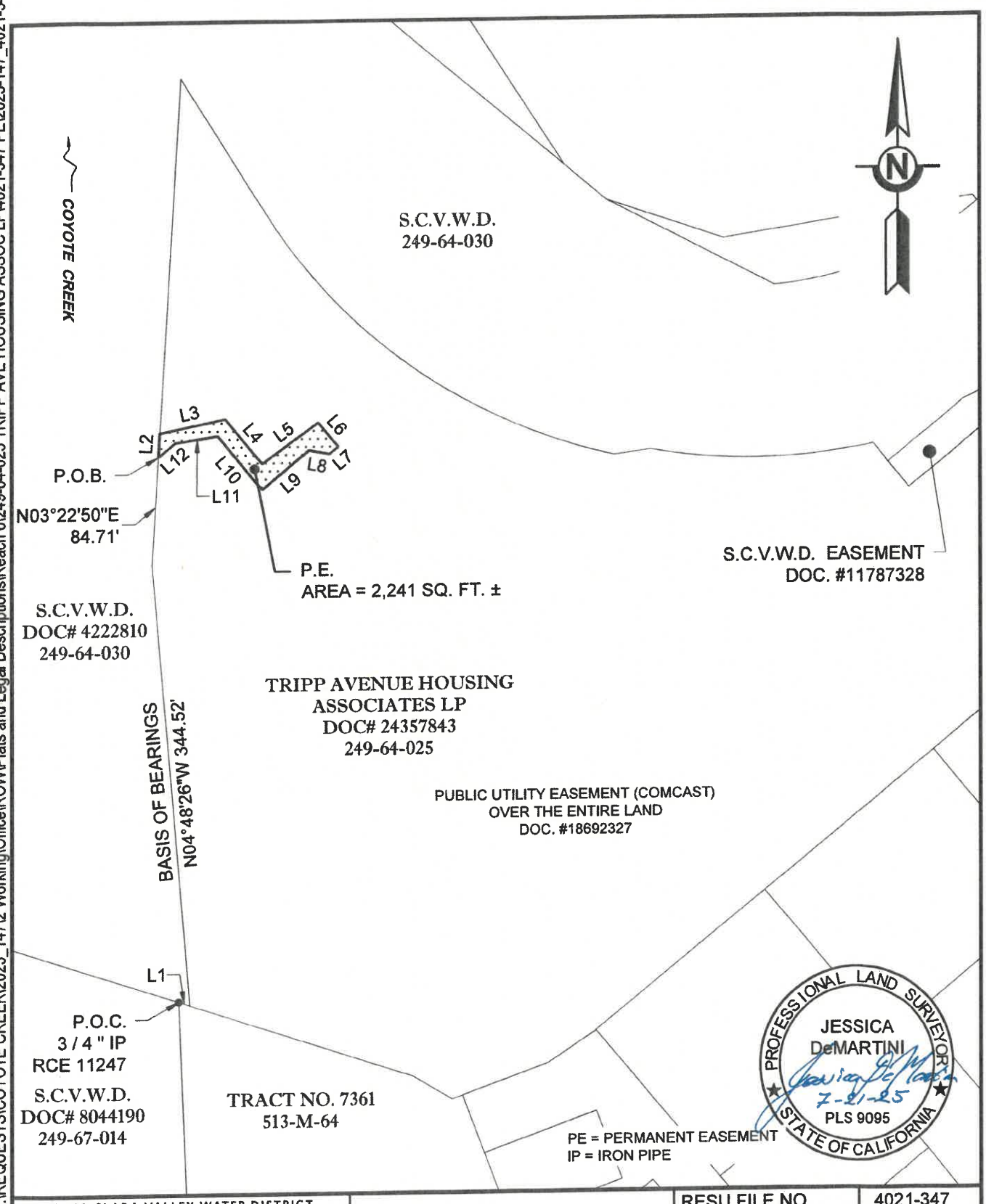
COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-347
APN	249-64-025
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

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Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

TRIPP AVENUE HOUSING ASSOCIATES LP



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SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 100'

RESU FILE NO.	4021-347
APN	249-64-025
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 2

Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

Exhibit B

TEMPORARY CONSTRUCTION EASEMENT, File No. 4021-450

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

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

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

Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

Santa Clara Valley Water District
San Jose, CA 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-450
BY: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

PARCEL 1
Temporary Construction Easement (T.C.E.)

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands as shown on that certain Tract Map NO. 7361 filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of the lands as described in said Deed, the following two (2) courses:

1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 68.77 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general westerly line, N03°22'50"E, 15.94 feet;

Thence leaving said general westerly line, the following fifteen (15) courses:

1) N49° 50' 51"E, 16.90 feet;
2) N81° 19' 42"E, 33.60 feet;
3) S39° 23' 01"E, 54.58 feet;
4) N50° 20' 01"E, 47.43 feet;
5) S79° 30' 57"E, 16.28 feet;
6) N50° 18' 23"E, 8.82 feet;
7) N39° 41' 37"W, 24.49 feet;

Docusign Envelope ID: CE47CD63-D666-4467-B152-8BEBFFE0B2D3

8) S54° 03' 57"W, 53.72 feet;
9) N50° 19' 50"E, 62.60 feet;
10) S39° 39' 25"E, 35.99 feet;
11) S48° 54' 20"W, 97.70 feet;
12) N39° 47' 33"W, 78.00 feet;
13) S54° 16' 34"W, 24.06 feet;
14) S49° 50' 51"W, 6.47 feet;
15) N86° 37' 10"W, 5.00 feet to the **POINT OF BEGINNING.**

Containing 3,998 square feet of land, more or less.

PARCEL 2
Temporary Construction Easement (T.C.E.)

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands as shown on that certain Tract Map NO. 7361 filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of the lands as described in said Deed, the following two (2) courses:

1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 103.39 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general westerly line, N03°22'50"E, 39.92 feet;

Thence leaving said general westerly line, the following four (4) courses:

1) S86° 08' 03"E, 11.86 feet;
2) S63° 12' 07"E, 25.66 feet;
3) S39° 22' 41"E, 22.14 feet;
4) S78° 24' 10"W, 52.12 feet to the **POINT OF BEGINNING.**

Containing 1,273 square feet of land, more or less.

PARCEL 3
Temporary Ingress & Egress Easement

COMMENCING at a ¾" IRON PIPE, RCE 11247 set on the most northwesterly corner of the lands as shown on that certain Tract Map NO. 7361 filed in Book 513 of Maps Page 64, on June 16, 1983, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said Tract, S71°44'10"E, 8.95 feet, to the most southwesterly corner of the lands as described in that certain Deed recorded as Document number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the general westerly line of the lands as described in said Deed, the following two (2) courses:

1) N04°48'26"W, 344.52 feet;
2) N03°22'50"E, 68.77 feet;

Thence leaving said general westerly line, the following two (2) courses:

1) S86° 37' 10"E, 5.00 feet;
2) N49° 50' 51"E, 6.47 feet to the **POINT OF BEGINNING**;

Thence the following sixteen (16) courses:

1) N54° 16' 34"E, 24.06 feet;
2) S39° 47' 33"E, 78.00 feet;
3) N48° 54' 20"E, 97.70 feet;
4) S39° 39' 25"E, 20.98 feet;
5) S48° 54' 20"W, 97.65 feet;
6) S39° 47' 33"E, 111.11 feet;
7) N50° 36' 33"E, 225.89 feet to the beginning of a curve concave southwesterly, and having a radius of 72.00 feet;
8) Southeasterly along said curve thru a central angle of 90°10'23", an arc distance of 113.31 feet;
9) S39° 13' 04"E, 67.27 feet;
10) N50° 46' 20"E, 108.08 feet;
11) S39° 11' 09"E, 22.90 feet;
12) S50° 31' 28"W, 132.07 feet;
13) N39° 13' 04"W, 90.74 feet to the beginning of a curve concave southwesterly, and having a radius of 48.00 feet;
14) Southeasterly along said curve thru a central angle of 90°10'23", an arc distance of 75.54 feet;
15) S50° 36' 33"W, 249.72 feet;

16) N39° 47' 33"W, 235.63 feet to the **POINT OF BEGINNING.**

Containing 20,048 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N04° 48' 26"W, described as N06°11'16"W along the westerly line of the lands as described in that certain Deed recorded as Document Number 24357843 filed on December 13, 2019, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

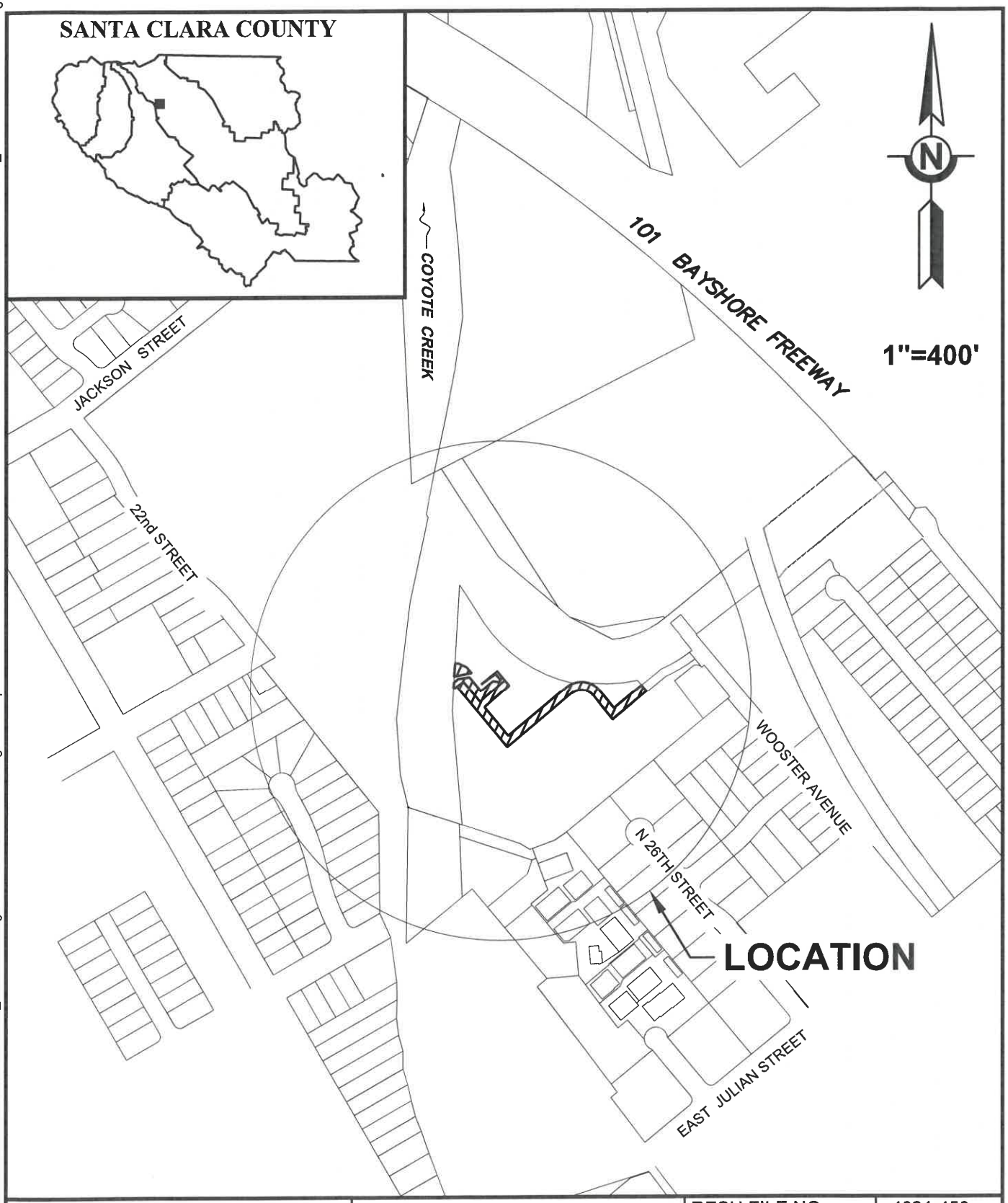
SURVEYOR'S STATEMENT:
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Jessica DeMartini, PLS 9095

7/21/25
Date



TRIPP AVENUE HOUSING ASSOCIATES LP



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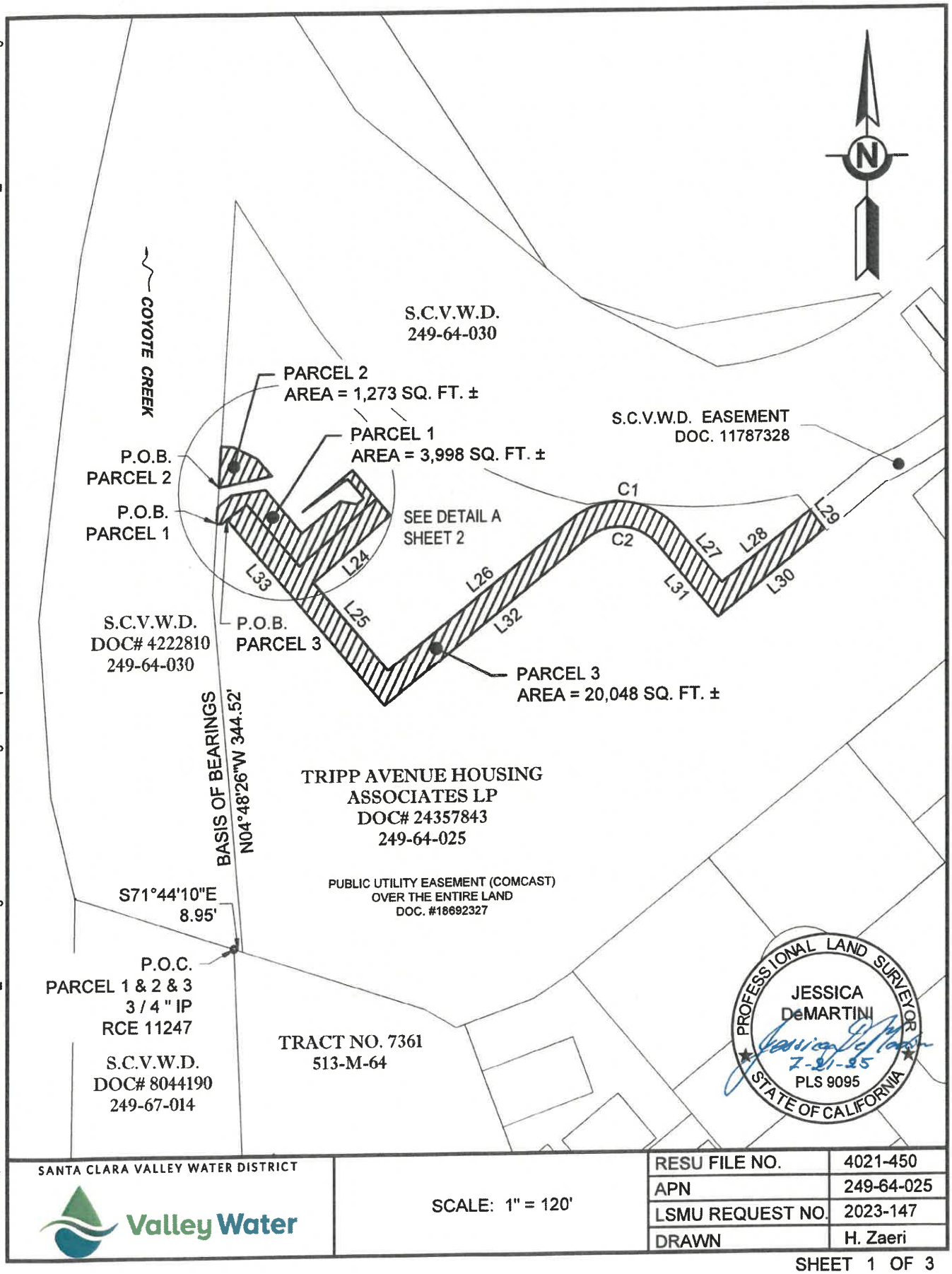
SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-450
APN	249-64-025
TITLE REPORT NO.	2023-147
DRAWN	H. Zaeri

TRIPP AVENUE HOUSING ASSOCIATES LP



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SANTA CLARA VALLEY WATER DISTRICT

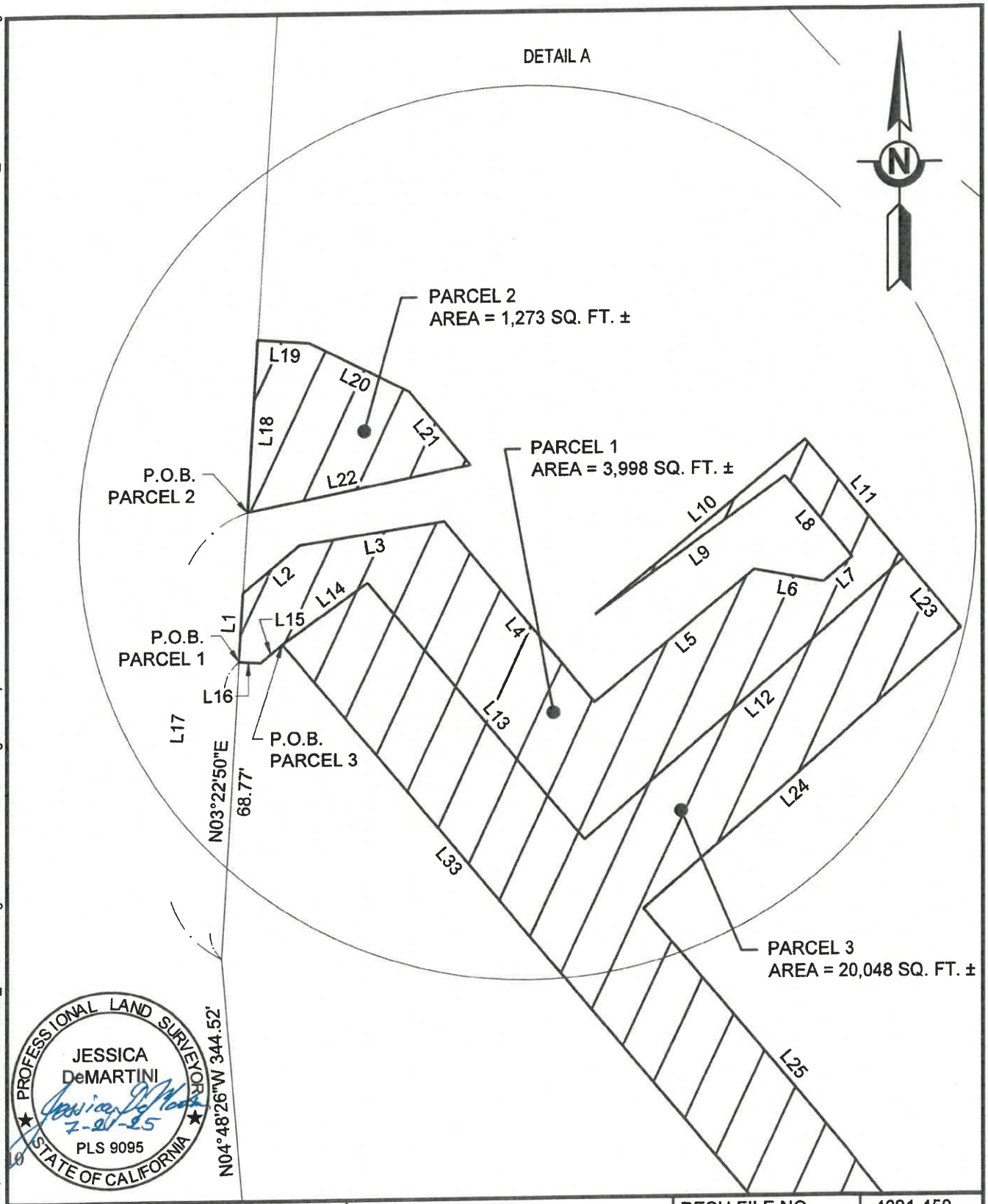
Valley Water

SCALE: 1" = 120'

RESU FILE NO.	4021-450
APN	249-64-025
LSMU REQUEST NO.	2023-147
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SHEET 1 OF 3

TRIPP AVENUE HOUSING ASSOCIATES LP



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
7-21-25
PLS 9095
STATE OF CALIFORNIA

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\249-64-025 TRIPP AVE HOUSING ASSOC LP\4021-450 TCE\2023-147_4021-450 TCE Rev1.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 30'

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SHEET 2 OF 3

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

Valley Water

December 9, 2025

Findings to be Made at RON Hearing

- Establish the public need for the project
- Establish that project is designed/located in a manner most compatible with greatest public good and least private injury
- Determine the property is necessary for the project
- Establish offer required by Section 7267.2 of the Government Code was made to record owner(s)

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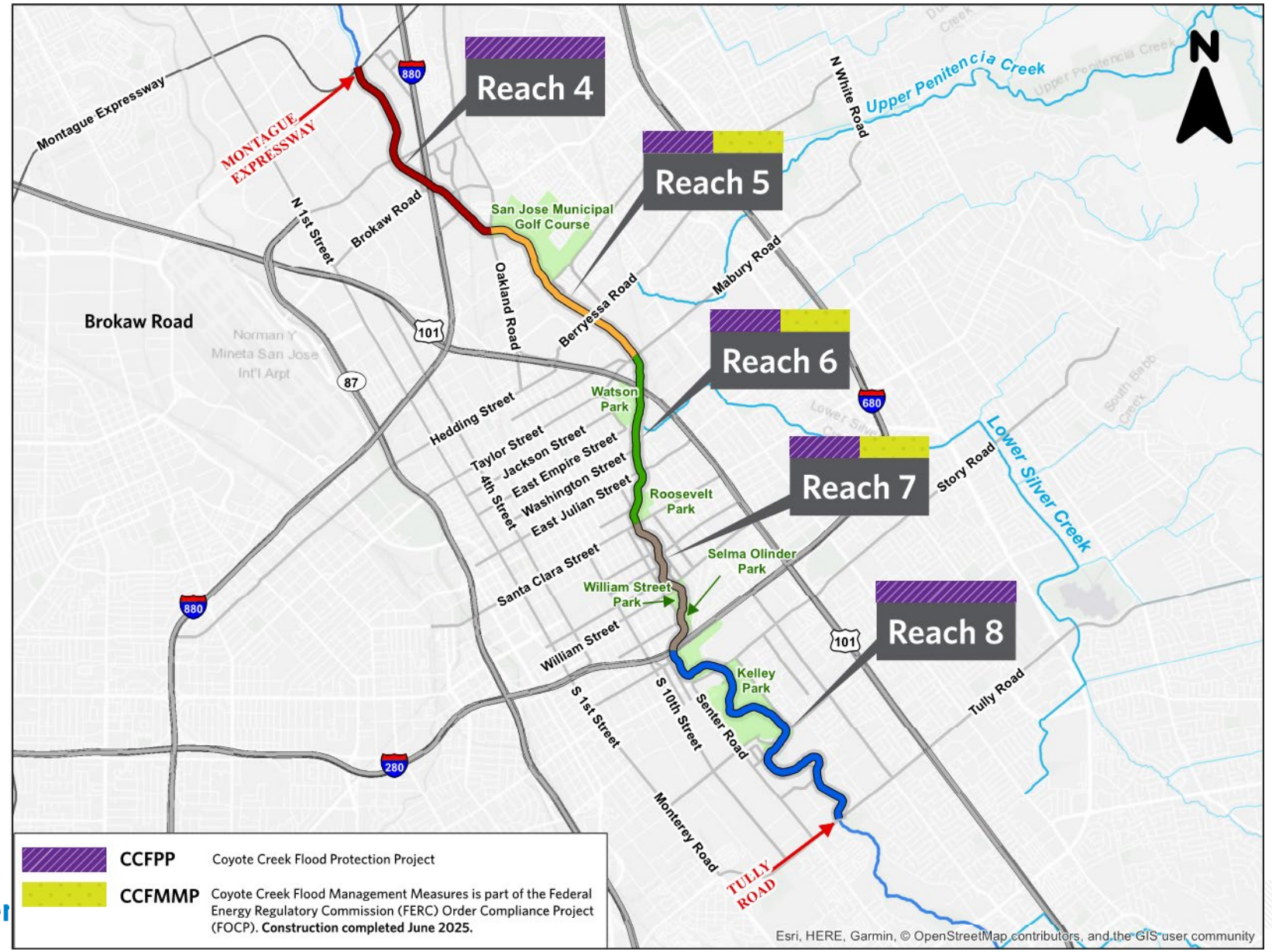
Public Necessity for the Proposed Project

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



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Coyote Creek Flood Protection Project



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Existing Constraints on Project Design

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

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

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

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

CEQA Compliance

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

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Property Acquisitions Necessary for Project

- Project requires acquisition of 62 Properties in Reaches 4, 5, 6, 7, & 8
- A Resolution of Necessity is proposed to acquire property interests over portions of 1 property (Owner Property) in Reach 6 owned by the following owners of record:
  - Tripp Avenue Housing Associates, LP

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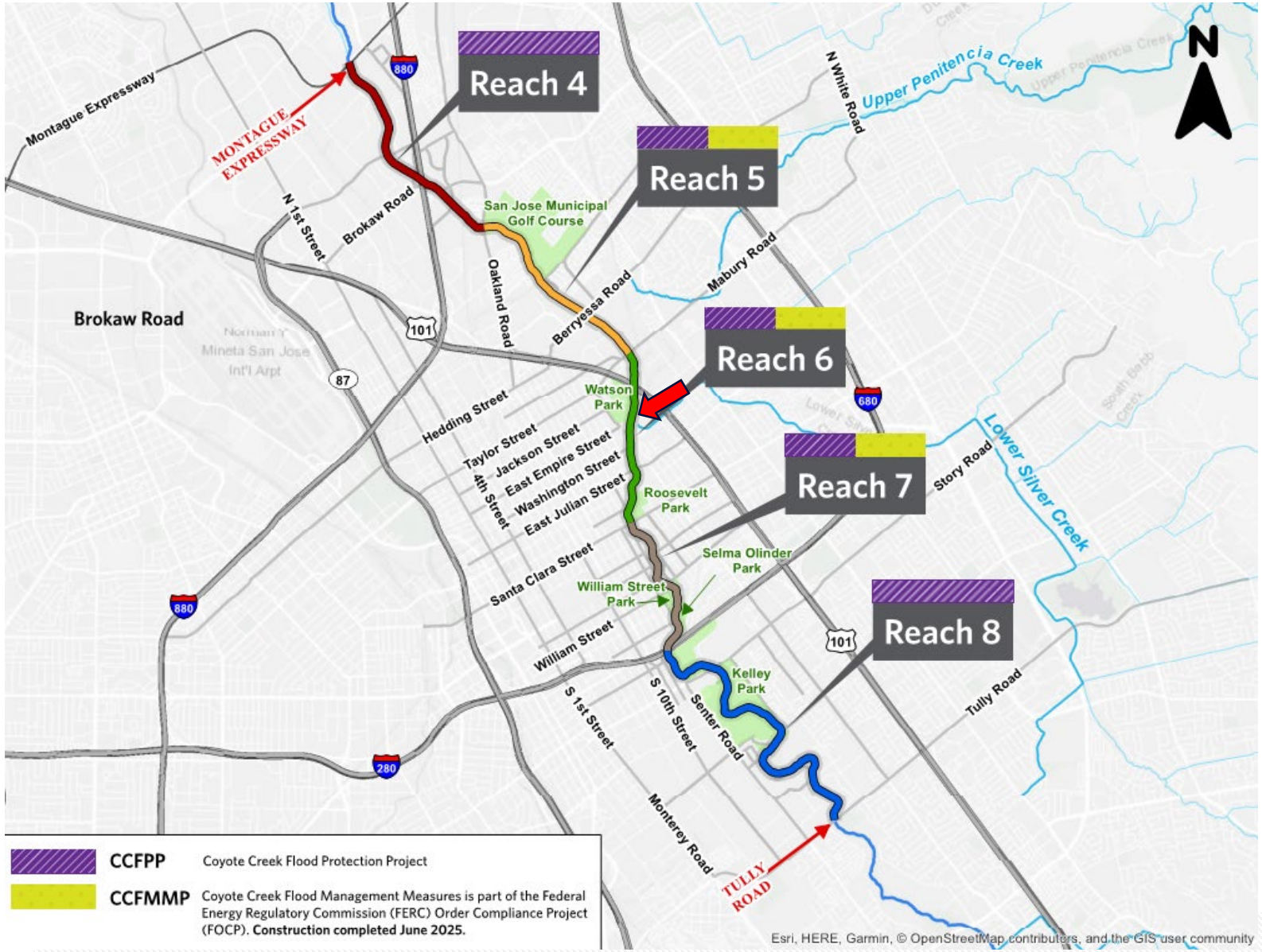
Tripp Avenue Housing Associates, LP Property is Necessary for the Project

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

- This Property Interests is necessary for the project because the floodwall is located on this Property.
- These Property Interests are needed to construct and maintain the floodwall.
- The floodwall will not impact any buildings or displace any parking permanently.

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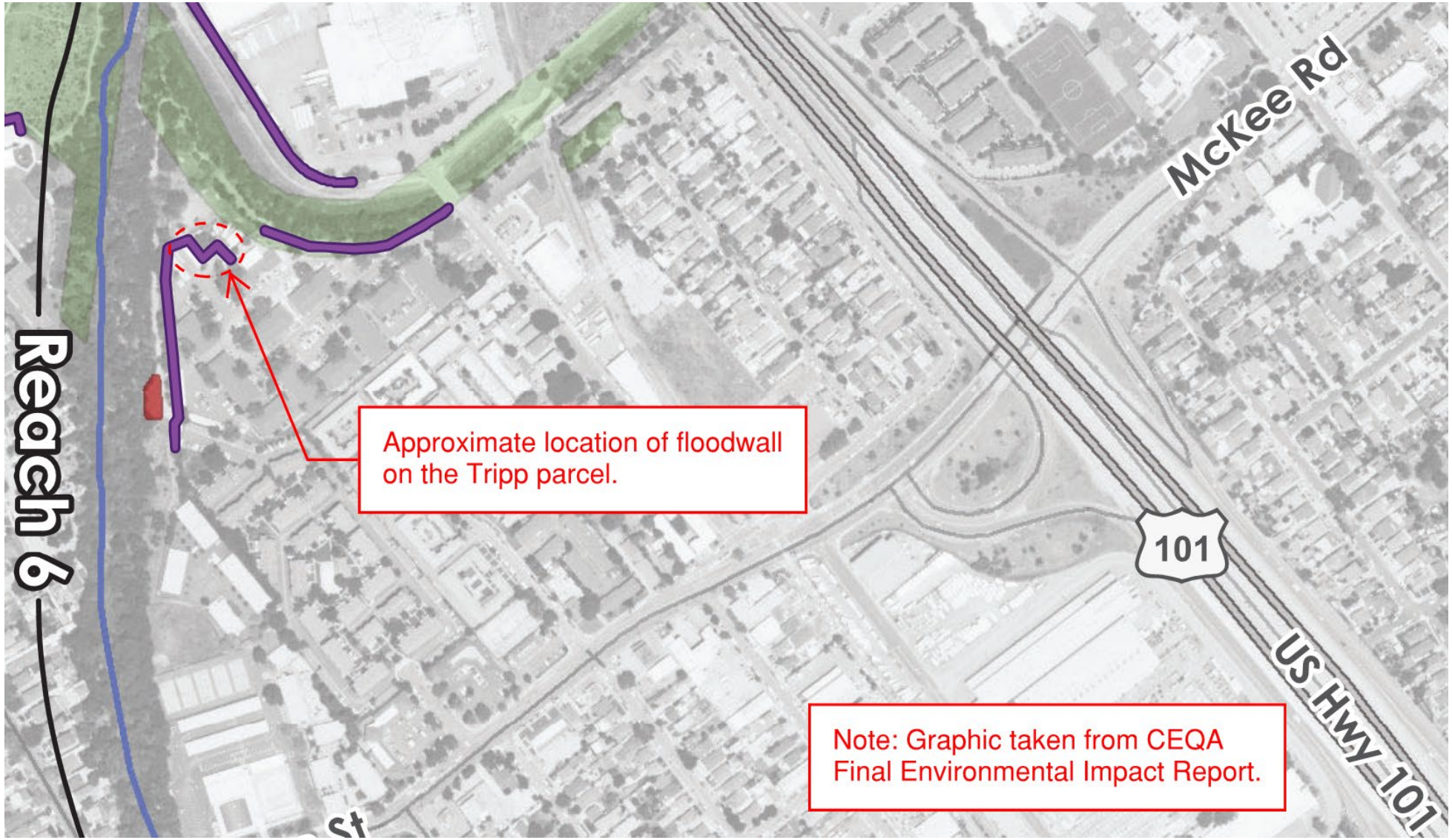
Tripp Avenue Housing Associates, LC Property Location



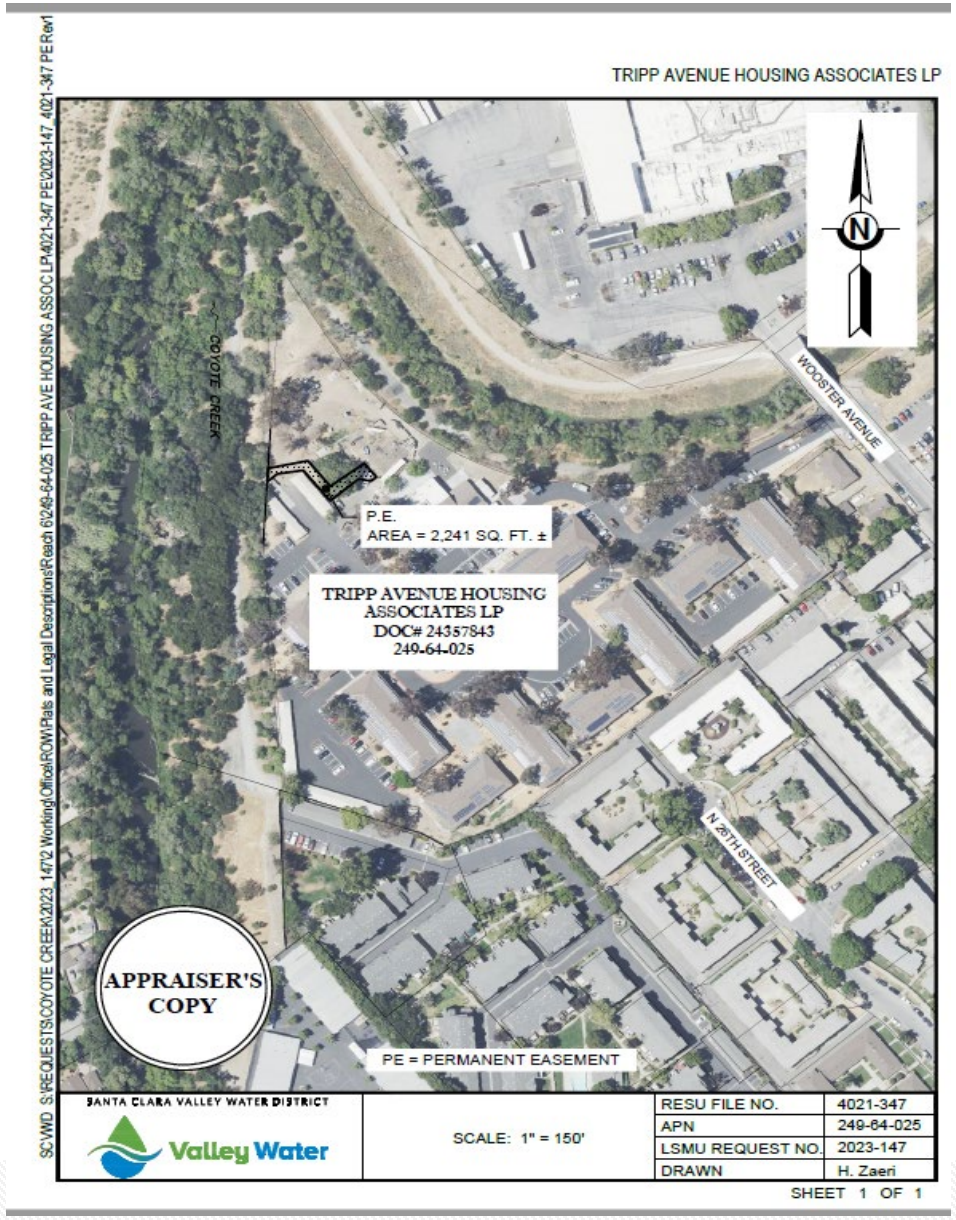
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Tripp Avenue Housing Associates, LC Site Map

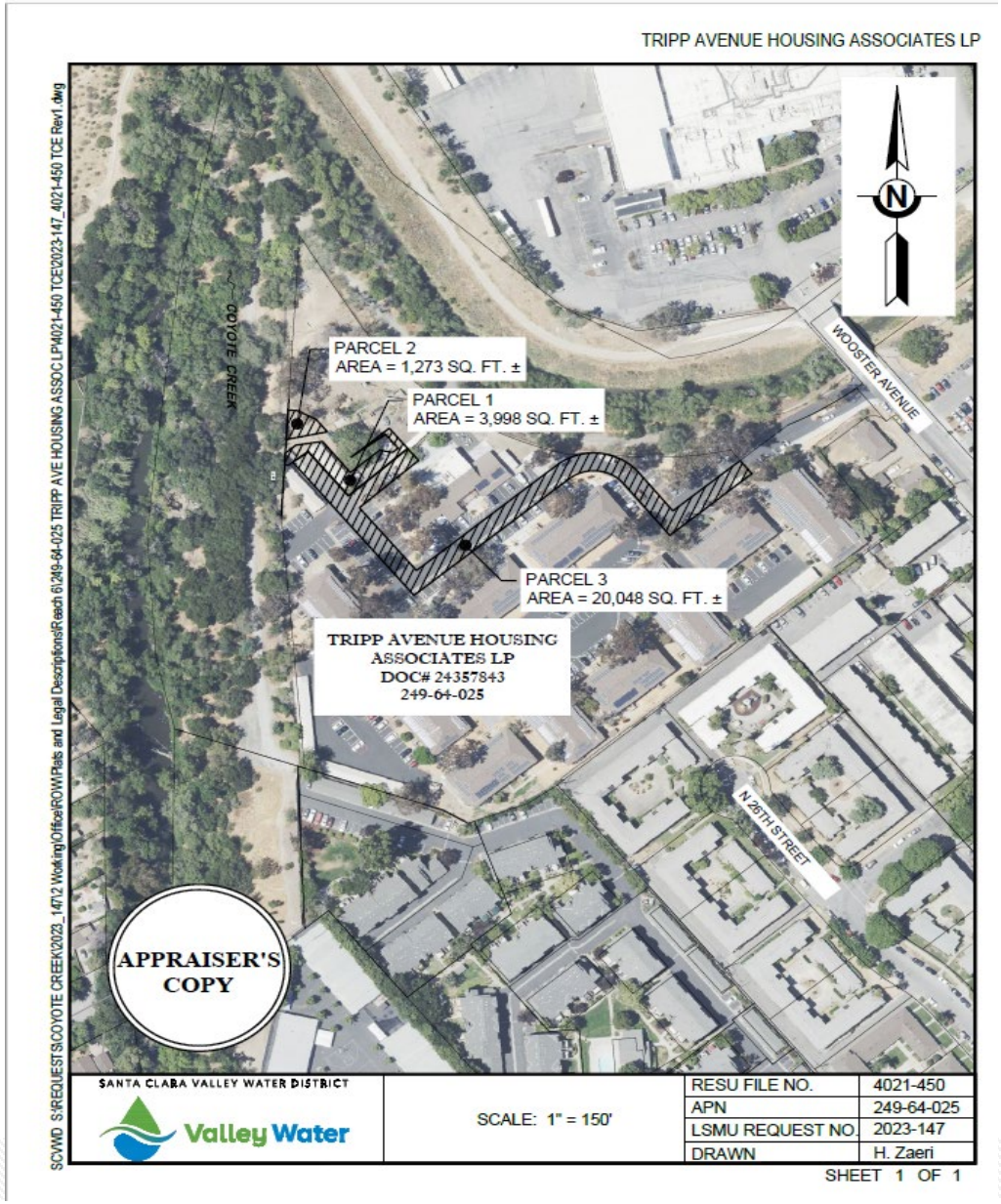


Permanent Easement Exhibit



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Temporary Construction Easement Exhibit



CCFPP on Tripp Avenue Housing Associates, LP Property:

- The floodwall is located on the property.
- The Property Interests to be acquired is for access to and maintenance of the project features.
- The Property Interests to be acquired will not permanently impact any parking spaces.
- The project features minimize impacts to existing structures and recreation facilities.
- After project is constructed, the area will be returned to its existing use.

Gov. Code Section 7267.2(a) Offer

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

- On August 11, 2025, the Valley Water presented a first written offer to the Owner in person for the Full Amount established as Just Compensation.
- The amount of Just Compensation was not less than fair market value established by an approved appraisal.

Tripp Avenue Housing Associates, LP Property - **Acquisition Chronology**

DATE	DISTRICT ACTIVITIES
August 8, 2025	Valley Water called to make and in person appointment with Owner to present First Written Offer* (FWO), no response
August 11, 2025	Valley Water dropped off FWO* to Owner at the office
August 14, 2025	Owner made verbal confirmation to Valley Water that the FWO was received
August 25, 2025	Owner requests digital copy of FWO. Valley Water emails a copy of the FWO to Owner
Sept. 2, 2025	Valley Water and Owner discuss tax credit question by telephone
Sept. 22, 2025	Valley Water sent email to Owner, no response
Sept. 24, 2025	Valley Water made call to Owner, no response
October 6, 2025	Valley Water sent email to Owner, no response
October 23, 2025	Valley Water received email from Owner stating their Legal Counsel is reviewing FWO
November 7, 2025	Valley Water sent Notice of Intent to letter to Owner

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

Discussion and Decision

- This completes the Valley Water's presentation regarding acquisition of Easements on the Tripp Avenue Housing Associates, LP property.
- After the Board receives comments from the property owner and public, staff is ready to answer questions.

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Close the Public Hearing

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

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Valley Water

Clean Water • Healthy Environment • Flood Protection

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Santa Clara Valley Water District

File No.: 25-0603

Agenda Date: 12/9/2025
Item No.: 4.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt a Resolution Declaring Santa Clara Valley Water District's 2026 Monthly Cultural Observances.

RECOMMENDATION:
Adopt a Resolution DECLARING SANTA CLARA VALLEY WATER DISTRICT'S 2026 CULTURALLY SIGNIFICANT OBSERVANCES MONTHLY CALENDAR.

SUMMARY:
Every year, local, state, and federal agencies issue proclamations declaring monthly cultural observances. Cultural celebrations, such as monthly observances, are important as they help honor and elevate each culture's history, experiences, and contributions to the United States. Monthly celebrations offer an opportunity to teach and learn about cultural histories, raising awareness and fostering community.

Historically, resolutions to acknowledge culturally significant monthly observances were led by employee resource groups (ERGs), inadvertently leaving some observances without acknowledgment. Starting in 2024, Santa Clara Valley Water District (Valley Water) began adopting an annual Monthly Cultural Observances Calendar, which now includes 31 cultural month observances for 2026. This approach allows Valley Water to further streamline the acknowledgment process and facilitate efforts to honor cultural months.

In partnership with ERGs, Valley Water will continue to coordinate internal acknowledgments and activities to honor and raise awareness about monthly observances, while providing learning and community-building opportunities to foster a sense of community and belonging. In addition to the monthly observances, Valley Water and ERGs will also continue to acknowledge and honor individual days of remembrance and observances through separate resolutions and activities as they come up.

ENVIRONMENTAL JUSTICE IMPACT:
Adopting the annual observances calendar is not subject to environmental justice analysis because this action is unlikely to result in environmental and health impacts. However, adopting the 2026

cultural observances calendar aligns with Valley Water's values and fosters a culture of belonging.

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: Resolution

UNCLASSIFIED MANAGER:
Marta Lugo, (408) 630-2237

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2025-

DECLARING SANTA CLARA VALLEY WATER DISTRICT'S 2026 CULTURALLY SIGNIFICANT OBSERVANCES MONTHLY CALENDAR

WHEREAS, the Santa Clara Valley Water District (Valley Water) is committed to creating an inclusive work environment that reflects and supports the community and enriches our perspectives (Governance Policy 7.7); and

WHEREAS, it is the vision of Valley Water to bring together diverse perspectives and backgrounds of many cultures, experiences, knowledge, and lifestyles to enhance the delivery of products and services to the community; and

WHEREAS, Valley Water, in partnership with employee resources groups (ERGs), leads the acknowledgment of and provides educational opportunities to honor monthly culturally significant observances to raise awareness, educate, and build community among employees; and

WHEREAS, the annual observance of culturally significant months is supported by the Ability Awareness Group, Asian Pacific Resource Group, Association of Black Employees, Green Team, Indo-American Association, Network & Activities for Parents, Organization of Latino Affairs, PRIDE, Veteran Awareness Group and Women of Water ERGs; and

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby creates, establishes, and declares the 2026 Culturally Significant Observances monthly calendar, in alignment with official observance designations previously issued by the federal government*, various states^, cities°, and/or other agencies~, as follows:

Black History Month*, February 2026
Women's History Month*, March 2026
Irish-American Heritage Month*, March 2026
Greek American Heritage Month^, March 2026
Celebrate Diversity Month~, April 2026
Arab American Heritage Month^, April 2026
Scottish-American Heritage Month^, April 2026
Southwest Asian and North African Heritage Month°, April 2026
Autism Acceptance Month*, April 2026
Older Americans Month*, May 2026
Asian American and Native Hawaiian/Pacific Islander Heritage Month*, May 2026
Jewish American Heritage Month*, May 2026
Military Appreciation Month*, May 2026
LGBTQIA2S+ PRIDE Month*, June 2026
Caribbean American Heritage Month*, June 2026
Portuguese American Heritage Month^, June 2026
Immigrant Heritage Month*, June 2026
Disability Pride Month^, July 2026
French American Heritage Month*, July 2026
South Asian Heritage Month°, July 18 – August 17, 2026

Deaf Awareness Month^, September 2026
Chicano/Hispanic/Latino Heritage Month*, September 15 – October 15, 2026
Disability Employment Awareness Month*, October 2026
Polish American Heritage Month*, October 2026
Italian American Heritage Month*, October 2026
German American Heritage Month*, October 2026
Filipino Heritage Month*, October 2026
LGBTQIA2S+ History Month^, October 2026
Native American Heritage Month*, November 2026
Military Families Month*, November 2026
Sikh Awareness and Appreciation Month^, November 2026

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on December 9, 2026.

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST:

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

Santa Clara Valley Water District

File No.: 25-0677

Agenda Date: 12/9/2025
Item No.: 4.2.

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. 6229 (Schrier) - Restoring WIFIA Eligibility Act of 2025; H.R. 6204 (Lee) - Large-Scale Water Recycling Reauthorization Act; H.R. 5414 (Van Drew) - Dam Assessment and Mitigation Support (DAMS) Act; And Other Legislation That May Require Consideration by the Board.

RECOMMENDATION:

A. Adopt a Position of "Support" on H.R. 6229 (Schrier) - Water Infrastructure Finance and Innovation Act (WIFIA) Amendments of 2025;
B. Adopt a Position of "Support" on H.R. 6204 (Lee) - Large-Scale Water Recycling Reauthorization Act; and
C. Adopt a Position of "Support and Amend" on H.R. 5414 (Van Drew) - Dam Assessment and Mitigation Support (DAMS) Act.

SUMMARY:

A. H.R. 6229 (Schrier) - Water Infrastructure Finance and Innovation Act (WIFIA) Amendments of 2025
Recommended Position: Support
Priority Recommendation: 1
This bipartisan bill would make several improvements to the Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) to expand its applicability. These changes include:

- Broadening WIFIA eligibility to local project sponsors that have federal projects. This includes state-led water storage projects, transferred works of the Bureau of Reclamation, and congressionally authorized U.S. Army Corps of Engineers (Corps) projects.
- Authorizing the use of collaborative project delivery methods for WIFIA projects, allowing more flexibility and reducing the time and cost of the project.
- Allowing certain federal water infrastructure loans to have maturity dates of up to 55 years.
- Reauthorizing the Corps WIFIA program through FY2029. The Corps WIFIA program, known formally as the Corps Water Infrastructure Financing Program, is administered through the Corps (as opposed to EPA) and currently funds non-federal dam rehabilitation projects. Santa

Clara Valley Water District (Valley Water) has a pre-approved loan for our Dam Safety Program, and formal approval would make it the first loan in the nation under this program.

The Board voted to support similar bills in previous Congresses. This bill combines two such bills from previous years, both of which the Board supported.

Status:
The bill was introduced in the House on November 20, 2025, and it was referred to the Committee on Transportation and Infrastructure and the Committee on Energy and Commerce.

Importance to Valley Water:
For nearly a decade, the WIFIA Program at the Environmental Protection Agency has provided long-term, low-interest loans to finance large water infrastructure projects nationwide. Where federal appropriations for these complex projects are limited, this program has been an important source of federal support to supplement and leverage state and local funding.

As the recipient of two recent WIFIA loans to upgrade critical infrastructure, including Anderson Dam and Coyote Creek, Valley Water knows firsthand the value of the WIFIA Program in supplementing non-federal funding. Currently, the WIFIA Program does not allow financing for projects involving federal assets, such as a levee that is part of a congressionally authorized Corps project. Some of these assets are in significant need of repair and rehabilitation, yet the operating entities do not have sufficient capital to finance the upgrades. Expanding eligibility to these entities would help facilitate these critical infrastructure improvements that would otherwise be infeasible.

Pros:
- The bill would expand WIFIA eligibility to congressionally authorized Corps projects such as the Shoreline Project, Upper Guadalupe River Project, and more. WIFIA loans for these projects could save millions of dollars in costs, ultimately benefiting local taxpayers.
- The bill would allow for an extended maturity date of up to 55 years for certain WIFIA loans. Staff has been assured that this language does not require such an extended repayment term, as that may benefit some entities but is not necessarily preferable for all.

Cons:
- None identified.

B. H.R. 6204 (Lee) - Large-Scale Water Recycling Reauthorization Act
Recommended Position: Support
Priority Recommendation: 2
This bipartisan bill would reauthorize the Large-Scale Water Recycling and Reuse Program at the Bureau of Reclamation, which expires in 2026. Originally authorized under the Bipartisan Infrastructure Law (Public Law 117-58), the Large-Scale Water Recycling and Reuse Program provides grants to water recycling and reuse projects that have a total cost of at least $500 million, with no cap on the award amount. The program was appropriated $450 million and nearly all those

funds have been allocated. This bill would extend the program through 2031 and reauthorize its funding.

Status:
The bill was introduced in the House on November 20, 2025, and it was referred to the Committee on Natural Resources.

Importance to Valley Water:
Valley Water's Recycled and Purified Water Program is an ambitious, large-scale effort to produce a locally sourced, drought-resilient supply of water. As climate change produces even more extreme and unpredictable weather throughout the West, having a more stable, sustainable, and locally controlled water supply is essential. The Large-Scale Water Recycling Program is the single largest source of federal funding available for water recycling projects of the size Valley Water is pursuing; the other existing sources provide much smaller awards, such as the Title XVI Water Reclamation and Reuse Program that limits federal investment to $30M per project.

This bill would ensure that this important funding program remains past its expiration in 2026. Replenishing these funds is critical, as the program does not have an award cap and the projects that need this support are very costly. Having this program available past 2026 will be critical for supporting Valley Water's Purified Water Project in San José and others that Valley Water pursues in the future. These projects will be essential to reducing our reliance on imported water and local groundwater supplies.

Pros:
- Reauthorizes a critical source of funding for large water recycling projects, which the other available funding programs (e.g., Title XVI) are simply not designed to do. This would help ensure there is continued funding available (assuming the funds are appropriated) for Valley Water's Recycled and Purified Water Program in the future.

Cons:
- None identified at this time.

C. H.R. 5414 (Van Drew) - Dam Assessment and Mitigation Support (DAMS) Act
Recommended Position: Support
Priority Recommendation: 2
This bipartisan bill would reauthorize the Rehabilitation of High Hazard Potential Dams Program at the Federal Emergency Management Agency (FEMA) through 2031. This program provides grants for the repair, removal, or other measures to rehabilitate eligible high hazard potential dams. The program was created under the Water Infrastructure Improvements for the Nation (WIIN) Act of 2016, and the funding authorization is set to expire in 2026. This bill would also amend the program to ensure that all states adopt a risk-based priority system for identifying eligible high hazard potential dams.

Proposed Amendment:

In order to better serve Valley Water's interests, staff proposes an amendment that would eliminate the funding cap for grants under the Rehabilitation of High Hazard Potential Dams Program. The program limits awards to $7.5 million or 12% of the total funds made available for the program, whichever is smaller. Valley Water will continue to advocate for increased funding for this important program, but eliminating this cap could help entities like Valley Water secure larger funding awards for dam retrofit projects that can cost billions of dollars.

Status:
The bill was introduced in the House on September 16, 2025, and it was referred to the Committee on Transportation and Infrastructure.

Importance to Valley Water:
Improving dam safety, particularly at our most vulnerable facilities, is of paramount concern to Valley Water. All ten Valley Water-managed dams have been classified as "high hazard potential" by dam regulators, indicating the significant potential for harm to life and property in the event of a failure. The Rehabilitation of High Hazard Potential Dams Program is one of the few sources of federal funding available for upgrading non-federal dams, and Valley Water could potentially access this funding in the future.

Pros:
- Supports additional federal investment in dam safety nationwide, particularly for the highest risk facilities.
- Reauthorizes a grant program for non-federal dam rehabilitation and repair that Valley Water could potentially access in the future.

Cons:
- None identified at this time.

ENVIRONMENTAL JUSTICE IMPACT:
There are no direct Environmental Justice impacts associated with this item, as the Board's position does not enact the legislation discussed above.

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, 408-630-2338

File No.: 25-0719

Agenda Date: 12/9/2025
Item No.: 4.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Santa Clara Conduit Inspection and Rehabilitation Project - Phase 2, as part of the 10-Year Pipeline Inspection and Rehabilitation Project, Con-Quest Contractors Inc., Contractor, Project No. 95084002, Contract No. C0697 (Morgan Hill, Gilroy, Unincorporated San Benito County, and Unincorporated Santa Clara County, District 1).

RECOMMENDATION:
A. Accept the work on the Santa Clara Conduit Inspection and Rehabilitation Project - Phase 2, as part of the 10-Year Pipeline Inspection and Rehabilitation Project, Project No. 95084002, Contract No. C0697 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder.

SUMMARY:
The construction contractor, Con-Quest Contractors Inc. (Contractor), has completed the Santa Clara Conduit Inspection and Rehabilitation Project - Phase 2 (Project), as part of the 10-Year Pipeline Inspection and Rehabilitation Project.

Project Background

The Santa Clara Conduit is included in Santa Clara Valley Water District's (Valley Water) Pipeline Maintenance Program (PMP) and is an identified capital effort under the 10-Year Pipeline Inspection and Rehabilitation Project. The PMP defines the activities associated with the maintenance and repair of water supply conveyance systems throughout Valley Water's jurisdiction.
The purpose of the 10-Year Pipeline Inspection and Rehabilitation Project is to maintain the integrity of approximately 140 miles of large-diameter raw and treated water transmission pipelines, extend their useful life, and address concerns related to infrastructure reliability. Other projects completed as part of the 10-year Inspection and Rehabilitation Project include: Almaden Valley Pipeline, Pacheco Conduit, Snell Pipeline, Cross Valley and Calero Pipelines, and Central and Parallel East Pipelines.

Santa Clara Conduit

The Santa Clara Conduit (SCC) consists of approximately 22 linear miles of primarily 96-inch prestressed concrete cylinder pipe (PCCP). It conveys raw water from the Bifurcation structure near Casa De Fruta Parkway and Pacheco Pass Highway to the Coyote Pumping Plant in Morgan Hill. The SCC was constructed in 1988 and is owned by the U.S. Bureau of Reclamation (USBR). SCC is part of the USBR San Felipe System and is operated and maintained by Valley Water. It begins at the Bifurcation structure, runs along the Santa Clara Tunnel, continues along the cities of Gilroy, San Martin, and Morgan Hill in Santa Clara County and the northern portion of San Benito County, and ends at the Coyote Pumping Plant.

The Santa Clara Conduit was inspected and rehabilitated in two phases. The first phase was completed under the “Santa Clara Conduit Rehabilitation and Pacheco Conduit Sectionalizing Vault Replacement Project,” Contract No. C0673, and covers the Santa Clara Conduit from the end of the Santa Clara Tunnel to Sectionalizing Valve 1, located in unincorporated Santa Clara and San Benito Counties, City of Gilroy, and City of Morgan Hill. The construction for Phase 1 of the Project was completed in July 2024 and transitioned to Phase 2 in August 2023.

The completed Project scope of work included completely draining and removing all water from the Santa Clara Conduit in the section between Sectionalizing Valve 1 and Coyote Pumping Plant, performing repairs on pipeline appurtenances, replacing line valves, providing support for a manned internal pipeline inspection, installing an Acoustic Fiber Optic (AFO) monitoring system, installing supervisory control and data acquisition (SCADA) system components, installing corrosion protection systems, and performing internal pipeline repair work as identified during the inspections.

Relevant Prior Board Actions

On November 13, 2007, the Board certified the Pipeline Maintenance Program Environmental Impact Report (PMP EIR) and adopted the Mitigation Monitoring Plan.

On March 9, 2010, the Board adopted Resolution 10-24, setting a time and date for the public hearing on the Engineer’s Report for the subject Project.

On April 13, 2010, the Board held a public hearing and adopted Resolution 10-29 approving the PMP Engineer’s Report and approving the PMP.

On January 8, 2019, the Board approved a sole source purchase of equipment and services from Pure Technologies U.S., Inc. to provide electromagnetic inspection, acoustic fiber optic (AFO) monitoring system, and AFO system services for the 10-Year Pipeline Inspection and Rehabilitation Program.

On April 11, 2023, the Board adopted the Project plans and specifications and authorized advertisement for bids for construction, authorized the designated engineer to issue addenda, as necessary, during the bidding process, and found the project to be substantially complex and requiring a construction contract retention of 10 percent.

On August 8, 2023, the Board ratified Addenda Nos. 1 and 2 to the Contract Documents for the Project, awarded the Construction Contract to Con-Quest Contractors, Inc. located in Burlingame, CA, in the sum of $8,484,651.00; and approved a contingency of 10% in the amount of $848,465.00 and authorized the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Contract Change Orders

A total of nine (9) contract change orders totaling a net increase of $92,798.59 were executed for this contract to address various issues, including unforeseen site conditions, unforeseen utility conflicts, post-design clarifications, Valley Water requested changes, and credits back to the contract for deleted items of work and adjustments to bid items based on final quantity measurements.

These changes included:

A. $473,137.26 for additional work required to address unforeseen site conditions and utility conflicts. This includes work such as procurement of additional reducing nozzles, vault, piping, and appurtenances modifications, additional dewatering operations, pipe leak repairs, road sinkhole repairs, addressing pipe misalignments, addressing utility conflicts/coordination, and survey monument preservation.

B. $232,090.55 for additional Valley Water-requested changes and post-design clarifications. This includes work such as procurement of carbon steel tie rods, restrained dismantling joint (RDJ)positioning swap at Calaveras Fault Crossing Outlet (CFO), installation of electrical breakers, light fixtures, utility pull boxes, combined air release valve (CARV)enclosure, and new appurtenances, delivery delay of line valves, erection of a scaffold system, weed abatement, and acceleration of work.

C. <$612,429.22> for credits associated with the deletion of contract work. This amount includes $60,434.00 in credit for deletion of base bid items associated with the Sectionalizing Valve 2 (SV2) bypass, pipe tee, and pump out risers which were not performed as part of this contract. The amount also includes $551,995.22 in credit for deletion of supplemental bid items associated with internal pipe repairs and other miscellaneous items including Carbon Fiber Reinforcement for PCCP (Bid Item 46), Cement Mortaring for Internal Pipeline Repairs (Bid Item 47), Welding for Internal Pipeline Repairs (Bid Item 48), Internal Pipeline Debris Removal Work (Bid Item 49), Internal Pipeline Weko-Seal Installation (Bid Item 50), Additional Potholing to Locate Utilities (Bid Item 51), Pavement Restoration (Bid Item 52), and Professionally Facilitated Project Partnering (Bid Item 53) . The internal pipeline repairs and investigation of existing utilities are dependent on the findings of the internal pipeline inspection and field markings through an Underground Service Alert (USA).

The final total contract amount is $8,577,449.59.

Table 1 presents a summary of the construction contract and contingency amounts for this Project.

TABLE 1

SUMMARY OF CONSTRUCTION CONTRACT AND CONTINGENCY AMOUNTS

	Contract Amount	Contingency Amount
Original Contract	$8,484,651.00	$848,465.10
Change Order No. 1(Staff Approved)	$42,404.06	$806,061.04
Change Order No. 2(Deputy Approved)	$196.797.72	$609,263.32
Change Order No. 3(Staff Approved)	$101,891.05	$507,372.27
Change Order No. 4(Staff Approved)	$144,119.65	$363,252.62
Change Order No. 5(Staff Approved)	$13,282.22	$349,970.40
Change Order No. 6(Staff Approved)	$60,250.20	$289,720.20
Change Order No. 7(Staff Approved)	$46,436.00	$243,284.20
Change Order No. 8(Staff Approved)	$0.00	$243,284.20
Contingency Amount Spent on COs 1-8 and Remaining	**$605,180.90**	**$243,284.00**
Change Order No. 9(Staff Approved)	<$512,382.31>	$243,284.20
Reduced Original Contract Amount with Credit	$7,972,268.69	
Final Contract Amount and Remaining Contingency Amount	$8,577,449.59	$243,284.20

Acceptance of the Work and Recording Notice of Completion of Contract

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

Construction Contract Retention

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

Valley Water is currently withholding retention funds totaling ten percent (10%) of the contract items ($857,744.96) in accordance with the Public Contract Code. Per the construction Contract Documents, Valley Water is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or the contract.

Recording a Notice of Completion is recommended. Retention withheld will be released as a result of the Board's acceptance and recording of the Notice of Completion.

Total Project Expenditures

As indicated in the Summary of Construction Contract and Contingency Amounts (Table 1), after Change Orders 1-9 were processed, the original contract amount of $8,484,651.00 was increased to $8,577,449.59, which is an increase of approximately 1.09 percent.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item. This action is unlikely to or will not result in disproportionate impacts on any specific community relative to the general population from the implementation of this project.

FINANCIAL IMPACT:
Santa Clara Conduit Inspection and Rehabilitation Project, as part of the 10-Year Pipeline Inspection and Rehabilitation Project, Project No. 95084002, is included in the Capital Improvement Program (CIP) FY 2026-30 Five-Year Plan and in the FY 2025-26 Adopted budget. The Project is funded through the Water Utility Enterprise Fund (Fund 61) with 95.89% of the costs allocated to North County Zone W-2, 3.16% to South County Zone W-5, 0.89% to South County Zone W-7, and 0.06% to South County Zone W-8.

Transfer of Remaining Balances

The original contract amount of $8,484,651.00, combined with the Board approved contingency encumbrance of $848,465.10, totals $9,333,116.10 for construction of the Project. The original contract amount ($8,484,651.00) was reduced by $512,382.31 with Change Order No. 9's contract credit, resulting in a reduced contract amount of $7,972,268.69. After deducting the cost incurred for Change Orders 1-8, totaling $605,180.90, the final contract amount is $8,577,449.59.

The total approved amount for construction of the Project $9,333,116.00 less the final contract amount including all change orders and credit is $8,577,449.59 resulting in a positive balance of

$755,666.51. Upon construction contract close-out $755,666.51 will be released to project reserves for the 10-Year Pipeline Inspection and Rehabilitation Project (95084002).

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

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

UNCLASSIFIED MANAGER:
Emmanuel Aryee, 408-630-3074

Valley Water

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY, SAN JOSE, CA 95118

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

When Recorded, Mail to:

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

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Directors of Santa Clara Valley Water District, State of California, pursuant to law, that work to be performed under the contract heretofore made and executed by and between Santa Clara Valley Water District, as Owner therein, and **Con-Quest Contractors, Inc., 880 Mitten Road Suite 105, Burlingame, CA 94010**, as Contractor therein (Contractor), bearing the date **August 08, 2023** for construction of the Santa Clara Conduit Inspection and Rehabilation Project Phase 2, Contract No. C0697, Project No. 95084002 and appurtenant facilities upon lands of said District known as the northern half of Santa Clara Conduit situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the Contractor, and the work was accepted by the District's Board of Directors on behalf of the District on December 09, 2025.

That upon said contract, **Markel Insurance Company (Bond No. 4463505)** was surety on the bond given by **Con-Quest Contractors, Inc.,** the Contractor, as required by law;

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

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

IN WITNESS WHEREOF, pursuant to the order of the Board of Directors made and given on December 09, 2025 authorizing and directing the execution of this instrument, the District has caused these presents to be executed in its name, authenticated by the signature of the Clerk of the Board of Directors on December 09, 2025.

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

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

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

Executed on December 09, 2025, at San Jose, California.

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

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SANTA CLARA VALLEY WATER DISTRICT

RECOMMENDATION OF CONSTRUCTION CONTRACT ACCEPTANCE

In accordance with **Article 22.01.03, Acceptance of Work**, of the Contract Specifications, a final inspection was conducted on October 09, 2025, for the Santa Clara Conduit Inspection and Rehabilitation Project Phase 2 Project, Contract No. C0697, Project No. 95084002. The Project Completion Letter dated November 10, 2025, indicates that the work was completed in accordance with the requirements of the contract.

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

Recommended By:

Signed by:
Alfredo Cuellar
3DFAA30EE2B5473...

11/10/2025

Alfredo Cuellar, Date
Designated Engineer's Representative

Concurrence:

DocuSigned by:
Emmanuel Aryee
F8052D4291DA4DF...

11/10/2025

Emmanuel Aryee, P.E. Date
Deputy Operating Officer
Water Utility Capital Division

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November 10, 2025

Mr. Zelnik
Project Manager
Con-Quest Contractors, Inc.
800 Mitten Road, Suite105
Burlingame, CA 94010

Subject: Santa Clara Conduit Inspection & Rehabilitation Project Phase 2
Contract No. C0697, Project No. 95084002
Project Completion Letter

Dear Mr. Zelnik:

The Santa Clara Valley Water District (Valley Water) is in receipt of the Project Completion Certification, dated November 6, 2025, from Con-Quest Contractors, Inc. All work has been completed as attested to by Valley Water and all required closeout documents have been received.

In accordance with **Article 11.01.05 Project Completion,** this serves as the Project Completion Letter for the completion of the Project.

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

If you have any questions, contact me at (408) 630-3786 or email at acuellar@valleywater.org.

Sincerely,

Signed by:
Alfredo Cuellar
3DFAA36EE2B5473...
Alfredo Cuellar
Designated Engineer's Representative

cc: E. Aryee, L. Dalrymple, J. Renteria, L. Gregory, S. De La O, G. Ohea, P. Carter, I. Thakur, J. Luna, M. Rivera, C. Rambo, Contract File

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Valley Water

Clean Water • Healthy Environment • Flood Protection

Santa Clara Conduit Inspection and Rehabilitation Project Phase 2

Notice of Completion of Construction Contract

December 09, 2025

Construction Photos







PRE-CONSTRUCTION

Construction Photos







CONSTRUCTION PHASE

Construction Photos







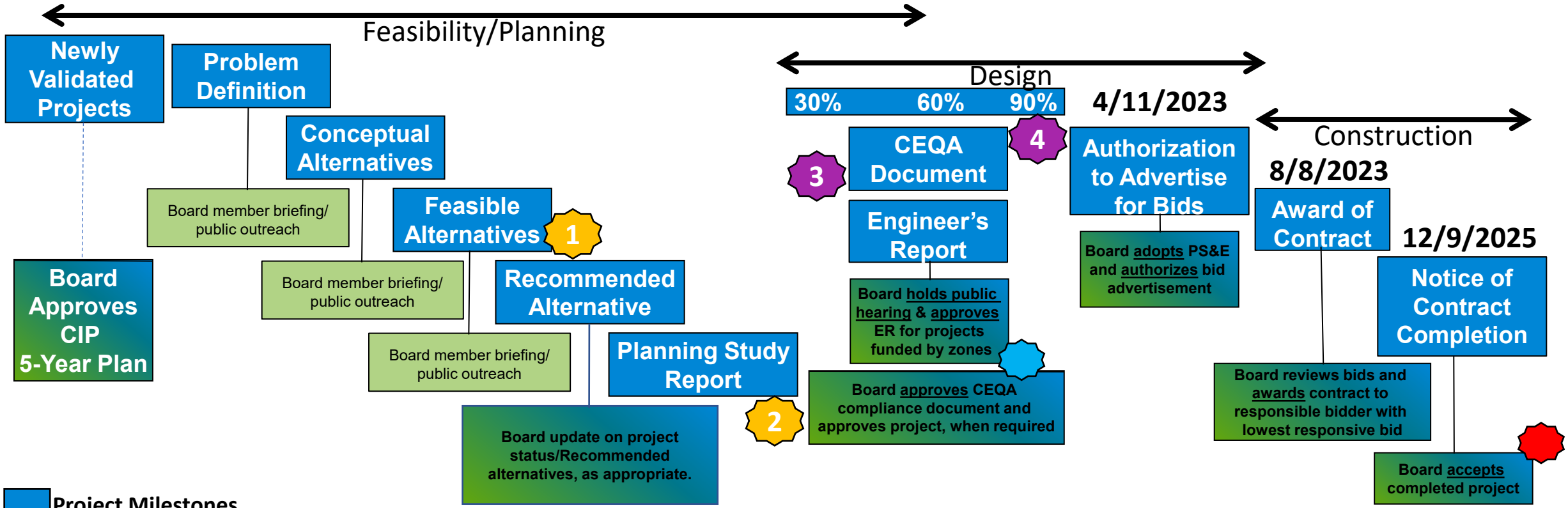
POST-CONSTRUCTION

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Santa Clara Conduit Inspection & Rehabilitation Project Phase 2
Project No. 95084002, Contract No. 0697

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*

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



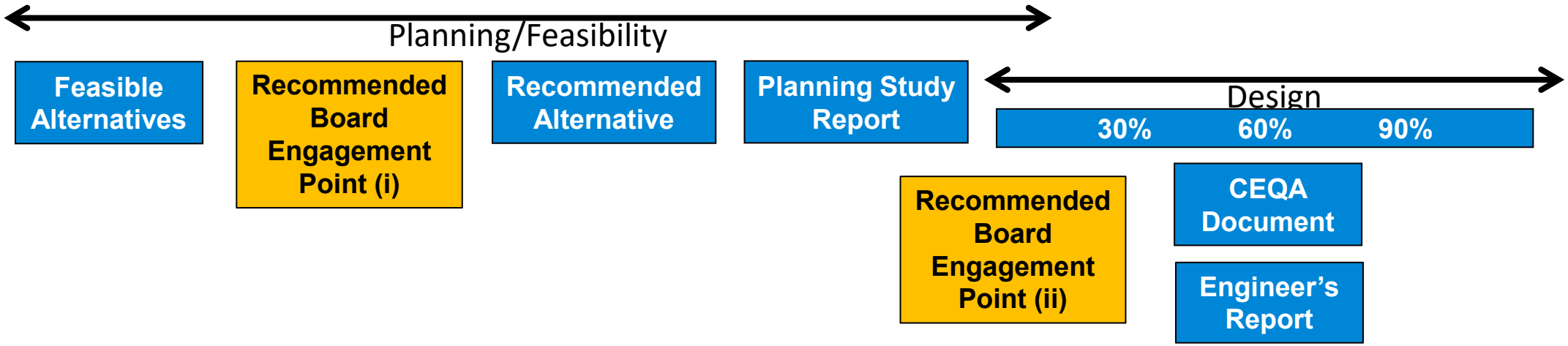
- Project Milestones
- Board Member Engagement
- Board Engagement/Action
- Additional Board Engagement Points for Complex Projects
- Additional Board Engagement Points for Operations & Maintenance Impacts
- Board Action: Approval/Adoption of Environmental = Approval of Project
- Staff: Reassess Risk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

Capital Improvement Program (CIP)

Project Delivery Process*

Board Engagement/Actions

Additional Recommended Points for Board Engagement



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

i. During the Planning/Feasibility Phase, after identifying the Feasible Alternatives but before selecting the Recommended Alternative, present the Feasible Alternatives and staff's initially proposed Recommended Alternative to the Capital Improvement Program (CIP) Committee. If recommended by the CIP Committee, present them to the Board for feedback to inform the selection of the Recommended Alternative; and

ii. For the projects for which the Board provided feedback regarding the Recommended Alternative, should changes to the project occur during the Planning and initial Design Phases that result in a significant deviation from the Recommended Alternative, staff will return to both the CIP Committee and the Board to provide information and receive feedback, as necessary, prior to the public review of the California Environmental Quality Act (CEQA) document.

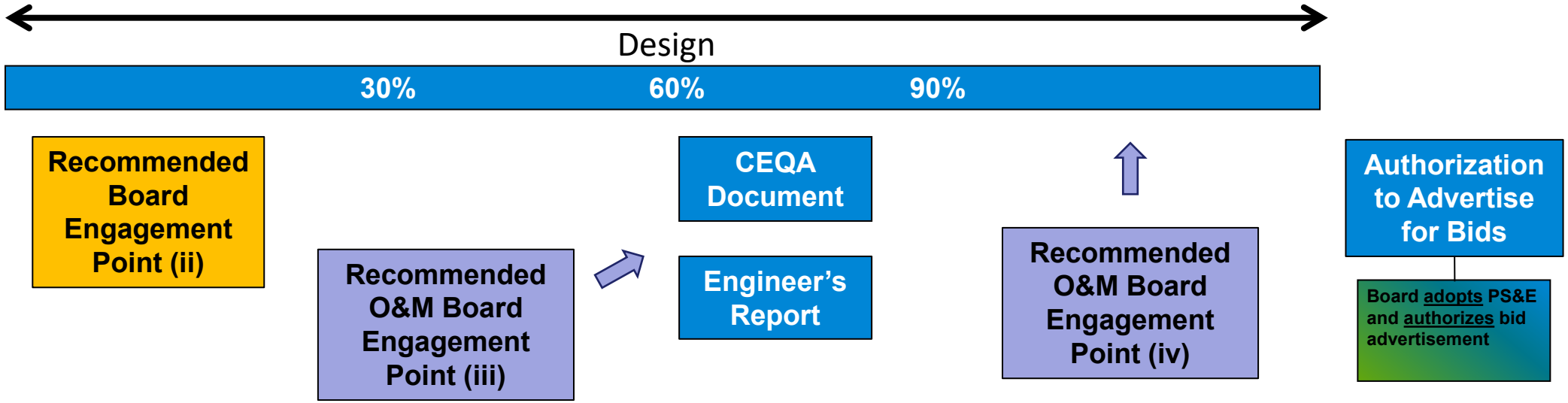
Valley Water

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

Capital Improvement Program (CIP)

Project Delivery Process*

Additional Recommended Points for O&M Engagement



For all capital projects:

iii. As part of the Board memo on either the Engineer's Report or CEQA document, include an O&M cost and impact assessment

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

Valley Water

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

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Santa Clara Valley Water District

File No.: 25-1004

Agenda Date: 12/9/2025
Item No.: *4.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approval of Minutes.

RECOMMENDATION:
Approve the minutes.

SUMMARY:
Pursuant to the Ralph M. Brown Act, a summary of discussions and a record of all actions taken during open and public meetings of the Santa Clara Valley Water District (Valley Water) Board of Directors are transcribed and submitted to the Board for review and formal approval.

Upon approval by the Board, the meeting minutes are finalized and incorporated into Valley Water's official archival records, serving as the authoritative historical record of the Board of Directors' proceedings.

ENVIRONMENTAL JUSTICE IMPACT:
The approval of minutes is not subject to environmental justice analysis.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

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

ATTACHMENTS:
Attachment 1: 10/28/2025 Meeting Minutes

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193

BOARD OF DIRECTORS MEETING

MINUTES

CLOSED SESSION AND REGULAR BOARD MEETING
TUESDAY, OCTOBER 28, 2025
11:00 AM

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER/ROLL CALL:

A Closed Session and Regular Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors was called to order at 11:00 a.m. in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, and by Zoom teleconference.

1.1. Roll Call.

Board members in attendance were Shiloh Ballard, Jim Beall, Nai Hsueh, and Richard P. Santos, presiding, constituting a quorum of the Board.

Chairperson Tony Estremera, and Directors Rebecca Eisenberg, and John Varela arrived as noted below.

Staff members in attendance were Melanie Richardson, Interim Chief Executive Officer; Carlos Orellana, District Counsel; Max Overland, Acting Clerk of the Board; E. Aryee, A. Baker, L. Bankosh, M. Bilski, J. Bourgeois, R. Chan, T. Chinte, J. Codianne, O. El-Qoulaq, J. Golka, A. Gordon, C. Hakes, S. Inda, R. McCarter, P. McElroy, T. Ndah, L. Penilla, D. Rocha, R. Ruiz, K. Struve, D. Taylor, B. Yerrapotu, and T. Yoke, Deputy Administrative Officer M. Lugo represented Chief of External Affairs R. Gibson.

2. 11:00 AM - CLOSED SESSION:

Vice Chair Santos confirmed that Item 2.1 has been removed from the agenda and that the Board would adjourn to Closed Session to consider Items 2.2, 2.3, and 2.4.

Carlos Orellana, District Counsel, stated with respect to Item 2.4, the facts and circumstances giving rise to this Closed Session are various claims of harassment, discrimination, abusive conduct, and retaliation.

Debra Goldeen, undisclosed residency, spoke to the Board regarding closed session Item 2.3.

2.1. (ITEM REMOVED FROM AGENDA) CLOSED SESSION
CONFERENCE WITH LABOR NEGOTIATORS

Chairperson Estremera and Director Eisenberg arrived.

2.2. CLOSED SESSION
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Setting Negotiation Parameters for Price and Terms of Payment for Purchase, Sale, or Exchange of Property Interest in APNs: 237-02-062, 237-02-066, 237-02-064, 237-02-067, 237-18-082, 249-21-005, 249-64-001, 249-64-011, 249-64-025, 254-01-004, 254-01-023, 254-01-034, 254-17-103, 467-05-047, 467-05-048, 467-13-007, 472-11-009, 472-11-062, 472-11-081, 472-12-001, 472-12-005, 472-12-041, 472-12-044, 472-12-073, 472-12-075, 472-31-041, 472-31-042, 472-33-007, 472-33-010, 472-33-011, 472-33-012, 477-12-020, Parcel located at St. John Street and 18th Street No APN, 467-13-006, 249-22-027, 249-22-028, 249-22-029, 249-22-030
Agency Negotiators: Melanie Richardson, Rita Chan, Chris Hakes, Bhavani Yerrapotu, Carlo Achdjian, Ken Anderssohn, Madhu Thummaluru
Negotiating Parties: Mai Charcot LLC, AMB Institutional Alliance Fund III LP, City of San Jose, Levitt James E Trustee, Tripp Avenue Housing Associates LP, Jimmie S Eakins Trustee, Bernadette Moise Trustee, Pedro D and Maria C Valdez, Mildred M Peck, Eunan Reynolds, 1020 S 12TH Street LLC, David R Bleile, Michele A Dour, San Jose Unified School District, BGT Development LLC, Unidentified Owner of Parcel Located at St. John Street and 18th Street, B9 Sequoia Charot Owner LLP, SJS Investment Group LLC, Opera San Jose Inc., Kim Lam and Mai Nguyen, James Carbin and Elizabeth Caplan, Ruozhen Hov, Thomas Li and C. Yeo-Chung, Daniel and Jennie Cardona, Danny Weidman and Hortencia Calvillo, Riversedge Business Park.

2.3. CLOSED SESSION
PUBLIC EMPLOYEE DISCIPLINE
Pursuant to Government Code Section 54957(b)(1).

2.4. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code Section 54956.9(d)(2)
Number of cases: multiple

2.5. District Counsel Report on Closed Session.

Carlos Orellana confirmed that Item 2.1 had been removed from the agenda and reported that, in regard to Items 2.2, 2.3, and 2.4, the Board met in Closed Session with all members participating, excluding Director Varela, and took no reportable action.

3. 1:00 PM - TIME CERTAIN:

Director Varela notified the Board prior to the meeting of their need to participate remotely under the “just cause” provisions of Government Code §54953(f) as amended by AB-2449, due to caregiving responsibilities. Their request was acknowledged by the Chair at the start of the meeting. Max Overland, Acting Clerk of the Board, requested that Director Varela state for the record if there are any individuals over 18 years of age present in the room, and if so, state the general relationship to the individual, and confirmed that all votes for the meeting would be roll-call votes in compliance with AB 2449. Director Varela confirmed there were no individuals over the age of 18 present in the room.

3.1. Pledge of Allegiance/National Anthem.

Director Hsueh led all present in the Pledge of Allegiance.

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:	Nai Hsueh
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

3.2. Orders of the Day.

None.

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.

Debra Goldeen, undisclosed residency, commented regarding Item 7.1 on the agenda.

Peter Van Dyke, undisclosed residency, requested that the Board remove the censure from Director Eisenberg.

Patrick McGarrity, Santa Clara County representative, read comments from Santa Clara County Supervisor Sylvia Arenas.

Greg Bozzo, City of Gilroy Mayor, addressed the Board regarding the unhoused in the City of Gilroy.

Rose Corona, from an undisclosed residency, addressed the Board regarding comments made by Director Varela at a previous Board meeting.

The following individuals addressed the Board regarding safety concerns for Santa Clara Valley Water District employees related to unhoused individuals. Robert Ewing, President of the Employees Association Union; Colin Kortman, Watersheds Field Operations Unit Manager; and Deyanira Martinez, Field Operations Administrator.

Chairperson Estremera opened up the meeting to hear staff's comments regarding the encampment site abatement in Morgan Hill.

Motion:	That the Board add a report on the encampment site abatement scheduled for November 3, 2025, to the agenda by the required Brown Act vote.
Move to Approve:	Rebecca Eisenberg
Second:	Tony Estremera
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, Nai Hsueh
Nays:	None
Abstains:	John L. Varela
Recuses:	None
Absent:	None
Summary:	6 Yeas; 0 Nays; 1 Abstains; 0 Absent.

Staff provided a brief update on encampment site abatement activities on Santa Clara Valley Water District–owned properties in Gilroy, including details regarding the planned abatement on November 3, 2025.

In accordance with the Brown Act, the Board received the information and asked clarifying questions. No further action was taken.

Chair Estremera moved the agenda to the Consent Calendar for approval.

4. CONSENT CALENDAR:

Chairperson Estremera removed Items 4.4, 4.5, and 4.6 from the Consent Calendar for individual consideration, and the Board considered Consent Calendar Items 4.1 through 4.3 and 4.7 through 4.9 under one motion

4.1. Adopt a Resolution Recognizing October 2025, as National Breast Cancer Awareness Month.

Recommendation: Adopt the RESOLUTION RECOGNIZING OCTOBER 2025 AS NATIONAL BREAST CANCER AWARENESS MONTH.

4.2. Approve Specific Brand or Trade Name Designation, Adopt Plans and Specifications, and Authorize Advertisement for Bids for the Almaden Valley Pipeline Replacement Project - Phase 1, Project No. 92304001, Contract No. C0714 (San Jose, Unincorporated Santa Clara County) (District 1, District 7).

Recommendation:
A. Find that the Almaden Valley Pipeline Replacement Project is substantially complex and, therefore, requires a construction contract retention of 10 percent (10%);
B. Find that certain Supervisory Control and Data Acquisition instrumentation components as specified in the Plans and Specifications should be designated as specific brand or trade name products. Public Contract Code Section 3400(c)(2);
C. Adopt the Plans and Specifications and Authorize Advertisement for Bids for Construction of the Almaden Valley Pipeline Project - Phase 1 per the Notice to Bidders; and

D. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

4.3. Approve the Board of Directors' Quarterly Expense Report for the Quarter Ending June 30, 2025.

Recommendation:
A. Review the Board of Directors' Quarterly Expense Report for the quarter ending June 30, 2025; and
B. Approve the Report if the reimbursements comply with Board Policy.

4.7. Receive the Santa Clara Valley Water District Youth Commission's Accomplishments Report and Recognition of the 2025 Outgoing Santa Clara Valley Water District Youth Commission Members.

Recommendation:
A. Receive and accept the Santa Clara Valley Water District Youth Commission's Accomplishments Report; and
B. Acknowledge and recognize the 2025 outgoing Santa Clara Valley Water District Youth Commission Members.

4.8. Approval of Minutes.

Recommendation: Approve the minutes.

4.9. Accept the CEO Bulletin for the Weeks of October 10-23, 2025.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 4.1 through 4.3 and 4.7 through 4.9, under one motion, as follows: adopt Resolution No. 2025-64, RESOLUTION RECOGNIZING OCTOBER 2025 AS NATIONAL BREAST CANCER AWARENESS MONTH, by roll call vote, as presented in Item 4.1; approve the specific brand or trade name designation, adopt the plans and specifications, and authorize advertisement for bids for construction of the Almaden Valley Pipeline Project – Phase 1 pursuant to the Notice to Bidders, and authorize the designated engineer to issue addenda as necessary during the bidding process, by roll call vote, as presented in Item 4.2; approve the Board of Directors' quarterly expense report for the quarter ending June 30, 2025, by roll call vote, as presented in Item 4.3; receive and accept the Santa Clara Valley Water District Youth Commission's Accomplishments Report and recognize the 2025 outgoing Youth Commission members, by roll call vote, as presented in Item 4.7; approve the minutes, by roll call vote, as presented in Item 4.8; and accept the CEO Bulletin, by roll call vote, as presented in Item 4.9.

Move to Approve: Richard Santos
Second: Rebecca Eisenberg
Yeas: Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh

Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

4.4. Adopt Recommended Positions on Federal Legislation: H.R. 4733 (Sorensen) - Low-Income Household Water Assistance Program Establishment Act; H.R. 3572 (Valadao) - Farm to Market Road Improvement Act; S. 1413 (Padilla) - To Authorize Additional Funding for the San Joaquin River Restoration Settlement Act; S. 1477 (Padilla) / H.R. 2945 (Lieu) - Housing for All Act of 2025; And Other Legislation That May Require Consideration by the Board.

Recommendation:
A. Adopt a Position of "Support and Amend" on H.R. 4733 (Sorensen) - Low-Income Household Water Assistance Program Establishment Act;
B. Adopt a Position of "Support and Amend" on H.R. 3572 (Valadao) - Farm to Market Road Improvement Act;
C. Adopt a Position of "Support" on S. 1413 (Padilla) - To authorize additional funding for the San Joaquin River Restoration Settlement Act; and
D. Adopt a Position of "Support and Amend" on S. 1477 (Padilla) / H.R. 2945 (Lieu) - Housing for All Act of 2025.

4.5. Denial of Claim of Robert Emmons.

Recommendation: Deny the claim.

4.6. Denial of Claim of Bilal Abbas on Behalf of Bibz N Ribz, LLC.

Recommendation: Deny the claim.

Motion: Approve Items 4.4 through 4.6 under one motion, as follows: Adopt a position of ‘support and amend’ on H.R. 4733 (Sorensen) – Low-Income Household Water Assistance Program Establishment Act; H.R. 3572 (Valadao) – Farm to Market Road Improvement Act; and S. 1477 (Padilla) / H.R. 2945 (Lieu) – Housing for All Act of 2025; adopt a position of ‘support’ on S. 1413 (Padilla) – to authorize additional funding for the San Joaquin River Restoration Settlement Act, by roll call vote, as presented in Item 4.4;deny the claim of Robert Emmons, by roll call vote, as presented in Item 4.5; and deny the claim of Bilal Abbass on behalf of Bibz N Ribz, LLC, by roll call vote, as presented in Item 4.6.

Move to Adopt:	Nai Hsueh
Second:	Richard Santos
Yeas:	Shiloh Ballard, Jim Beall, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	None

Summary: 6 Yeas; 1 Nays; 0 Abstains; 0 Absent.

Chairperson Estremera moved the agenda to Item 3.4.

3.4. Proposed Updates to the Change Control Process for the Safe, Clean Water and Natural Flood Protection Program.

Recommendation: Approve staff's proposed updates to the Change Control Process for the Safe, Clean Water and Natural Flood Protection Program.

Luz Penilla, Assistant Officer, reviewed the information on this item, per the attached Board Agenda Memo and per the information contained in Attachment 7.

Move to Approve:	Nai Hsueh
Second:	Shiloh Ballard
Yeas:	Shiloh Ballard, Jim Beall, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	None
Summary:	6 Yeas; 1 Nays; 0 Abstains; 0 Absent.

Chairperson Estremera moved the agenda to Item 7.1.

7. WATERSHEDS:

7.1. Receive an Update on the San Francisquito Creek Flood Protection Project from the San Francisquito Creek Joint Powers Authority (Palo Alto, District 7).

Recommendation:
A. Receive an Update on the San Francisquito Creek Flood Protection Project from the San Francisquito Creek Joint Powers Authority; and
B. Provide direction to staff including considering approval of a portion of Santa Clara Valley Water District's Fiscal Year 2025-2026 annual member contribution to the San Francisquito Creek Joint Powers Authority operating budget for "Capital Expenditures" in the amount of $604,000 and authorizing the Interim Chief Executive Officer to take all actions necessary to implement the Board's direction.

Chris Hakes, Chief Operating Officer for Watersheds, introduced Executive Director Margaret Bruce of the San Francisquito Creek Joint Powers Authority, and per the information contained in Attachment 1.

Motion: Approve staff’s recommendation for Santa Clara Valley Water District’s Fiscal Year 2025–2026 annual member contribution of $604,000 to the San Francisquito Creek Joint Powers Authority operating budget for capital expenditures, and authorize the Interim Chief Executive Officer to take all actions necessary to implement the Board’s direction.

Move to Approve: Nai Hsueh

Second:	Richard Santos
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Chairperson Estremera returned the agenda to Item 5.1.

REGULAR AGENDA:

5. BOARD OF DIRECTORS:

5.1. Formation of a Labor Negotiations Ad Hoc Committee

Recommendation:
A. Form a Labor Negotiations Ad Hoc Committee to Support the Negotiations with Santa Clara Valley Water District's Bargaining Units
B. Appoint 3 Board Members to Serve on the Labor Negotiations Ad Hoc Committee

Chairperson Estremera reviewed the information on this item, per the attached Board Agenda Memo.

Motion:	Approve the formation of a Labor Negotiations Ad Hoc Committee with the Santa Clara Valley Water District's Bargaining Units.
Move to Approve:	Richard Santos
Second:	Nai Hsueh
Yeas:	Shiloh Ballard, Jim Beall, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	None
Summary:	6 Yeas; 1 Nays; 0 Abstains; 0 Absent.

They yeas have it, and the motion passed.

Motion:	Approve the appointment of Director Shiloh Ballard (District 2), Director Nai Hsueh (District 5), and Director Tony Estremera (District 6) to serve on the Labor Negotiations Ad Hoc Committee.
Move to Approve:	Richard Santos
Second:	Nai Hsueh
Yeas:	Shiloh Ballard, Jim Beall, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	None

Summary: 6 Yeas; 1 Nays; 0 Abstains; 0 Absent.

The yeas have it, and the motion passed.

5.2. Board Committee Reports.

September 10, 2025, Environmental Creek Cleanup Committee (ECCC), September 17, 2025, Board Audit Committee (BAC), September 24, 2025, Recycled Water Committee (RWC), September 29, 2025, Capital Improvement Program (CIP) Committee, October 17, 2025, Ethics Ad Hoc Committee, and October 27, 2025, Water Supply, and Demand Management Committee (WSDMC) meeting summaries and agendas contained in Handouts 5.2-A through 5.2-F, respectively herein, and noted the information without formal action. Copies of the Handouts were distributed to the Board and made available to the public.

The Board considered Items 5.3 and 5.4 without a staff presentation.

5.3. Approve the Fiscal Year 2026 Santa Clara Valley Water District Youth Commission Work Plan Including the September 30, 2025, Youth Commission's Project Recommendations.

Recommendation: Consider and approve the Fiscal Year 2026 Santa Clara Valley Water District Youth Commission Work Plan with recommendations resulting from the September 30, 2025, Youth Commission meeting:

A. One Water Pitch: A Youth Video Competition on Water Sustainability;
B. Data Accessibility Project, based on Water Watch, Microplastic Interception Program and Trash Pollution Heatmap; and
C. Creekside Community Care Project with elements from Providing Safe Drinking Water.

Move to Approve:	Richard Santos
Second:	Nai Hsueh
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The yeas have it, and the motion passed.

5.4. Consider the October 7, 2025, Board Policy and Monitoring Committee Recommendation to Approve the Fiscal Year 2025-2026 Board Work Plan.

Recommendation: Consider the recommendation resulting from the October 7, 2025, Board Policy and Monitoring Committee meeting to approve the Fiscal Year 2025-2026 Board Work Plan.

Chairperson Estremera stepped out of the meeting and returned, as noted below. During their absence, the meeting was facilitated by Vice Chairperson Santos.

Move to Approve:	Richard Santos
Second:	Jim Beall
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Richard Santos, John L. Varela, Nai Hsueh
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Tony Estremera
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

The yeas have it, and the motion passed.

Vice Chairperson Santos moved the agenda to Item 8.1.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. Approve the Agreement No. A5443A with Aon Risk Insurance Services West, Inc., for Owner Controlled Insurance Program for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, PlanetBids File No. VW0583, for a Total Fee of $3,650,000 and an 11-year term (Morgan Hill, District 1).

Recommendation:
A. Approve Agreement A5443A with Aon Risk Insurance Services West, Inc., for Owner Controlled Insurance Program for the Anderson Dam Seismic Retrofit Project for a Fixed Fee of $2,750,000 and a 9% Builder's Risk Placement Commission Estimated at $900,000 for a Total Fee of $3,650,000 and an 11-year term; and
B. Approve and authorize the Chief Executive Officer to Negotiate and Execute amendments related to Builder's Risk Placement Commission for Agreement A5443A with Aon Risk Insurance Services West, Inc.

Carlos Orellana reviewed the information on this item, per the attached Board Agenda Memo.

Chairperson Estremera returned and resumed the facilitation of the meeting.

Move to Approve:	Richard Santos
Second:	Rebecca Eisenberg
Yeas:	Shiloh Ballard, Jim Beall, Rebecca Eisenberg, Tony Estremera, Richard Santos, John L. Varela, Nai Hsueh
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The yeas have it, and the motion passed.

Chairperson Estremera returned the agenda to Item 10.1.

6. WATER UTILITY ENTERPRISE:

None.

9. EXTERNAL AFFAIRS:

None.

10. CHIEF EXECUTIVE OFFICER:

10.1. CEO and Chiefs' Reports.

Chris Hakes informed the Board that, due to the ongoing government shutdown, the Department of the Army, San Francisco District, Corps of Engineers Regulatory Division will begin furloughs on Monday, November 3, 2025, and reviewed and distributed the attached Watersheds Operations and Maintenance Report, identified as Handout 10.1-B herein. Copies of the Handout were distributed to the Board and made available to the public.

Marta Lugo, Acting Chief of External Affairs, reviewed the attached Office of Communications Activities, identified as Handout 10.1-A herein. Copies of the Handouts were distributed to the Board and made available to the public.

11. ADMINISTRATION:

None.

12. DISTRICT COUNSEL:

None.

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

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

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

Max Overland, Acting Clerk of the Board reviewed the information on this item, per the attached Board Agenda Memo.

The Board noted the information without formal action.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

Director Varela reported attending an Association of California Water Agencies Board of Directors meeting and a Morgan Hill Chamber of Commerce monthly meeting.

Director Hsueh reported attending an Ethics and Conduct Ad Hoc Committee; a Capital Improvement Plan (CIP) Committee, Environmental and Water Resources Committee (EWRC), Water Supply and Demand Management Committee (WSDMC) meetings; a Santa Clara County Sea Level Rise Programs Regional Update Forum event; a San Francisquito Joint Powers

Authority (SFCJPA) Board meeting; a San Jose Water Company Meeting, and various meetings with staff.

Director Ballard reported attending a Board Audit Committee (BAC), a CIP, an EWRC, a WSDMC meetings; a Delta Conveyance Authority meeting; a Water Commission meeting; a Quarterly Water Retailers meeting; a Recycling and Waste Reduction Commission meeting; a Rinconada Improvement Project Public meeting; a Habitat Conservation Agency meeting; a San Jose Data Centers meeting; presented at the Cory Neighborhood General Meeting; and met with Stanford Engineering WE3 Lab Professor Meagan Mauter.

Vice Chairperson Santos reported attending the aforementioned SFCJPA meeting and recognized staff for their ongoing work and contributions. They also attended over 20 meetings, shared comments related to cancer awareness, and met with Representative Ro Khanna at the George Mayne Elementary School, Assemblymember Patrick Ahrens, and various staff members.

Director Eisenberg reported attending various public meetings, noted the fall equinox–related holidays, and highlighted Valley Water's recognition of Breast Cancer Awareness Month.

Director Beall reported attending the aforementioned Rinconada Improvement Project Public meeting, and the Habitat Conservation Agency meeting; a meeting with Michael Scates, President, Momentum for Health; a meeting with president of San Jose State University Dr. Cynthia Teniente-Matson; and a League of Women Voters of San Jose meeting.

Chairperson Estremera reported attending the aforementioned BAC, CIP, RWC, and San Jose Water Company meetings; and various meetings with staff.

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

None.

16. ADJOURN:

Chairperson Estremera adjourned the meeting at 3:55 p.m. in memory of Professor Richard "Dick" Luthy. The Board will convene for the next Special meeting at 11:00 a.m. on Wednesday, November 12, 2025, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.

Maximillion Overland, CMC
Acting Clerk of the Board

Approved:

Date: December 9, 2025

Santa Clara Valley Water District

File No.: 25-1043

Agenda Date: 12/9/2025
Item No.: *4.5.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Accept the CEO Bulletin for the Weeks of November 21, through December 4, 2025.

RECOMMENDATION:
Accept the CEO Bulletin.

SUMMARY:
The CEO Bulletin is a weekly communication to the Board of Directors for the CEO, assuring compliance with Executive Limitations Policy EL-7: The BAOs inform and support the Board in its work. Further, a BAO shall inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established, and report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

CEO Bulletins are produced and distributed to the Board weekly as informational items, and then placed on the bimonthly, regular Board meeting agendas to allow opportunity for Board discussion on any of the matters contained therein.

ENVIRONMENTAL JUSTICE IMPACT:
The CEO Bulletin is not subject to environmental justice analysis.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

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

ATTACHMENTS:
Attachment 1: 12/04/2025 CEO Bulletin

UNCLASSIFIED MANAGER:
Melanie Richardson, 408-630-2017

CEO BULLETIN

To: **Board of Directors**
From: **Melanie Richardson, Interim CEO**

Weeks of November 21, 2025 – December 4, 2025

Board Executive Limitation Policy EL-7:
The Board Appointed Officers shall inform and support the Board in its work. Further, a BAO shall 1) inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established and 2) report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

Item	IN THIS ISSUE
1	Recurring Report on Personnel Vacancies

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 has been providing a monthly report on staffing levels and vacancies per the Board's request. As a result of budget challenges, Valley Water has paused several positions until we can achieve some budget relief. The following information is effective as of November 30, 2025.

Valley Water Staffing Levels:
876 - Total Positions
836 - Number of positions filled
40 - Total Vacant Unpaused Position Codes
4.6% - Vacancy Factor
1 - Separations and/or Retirements

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.

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Santa Clara Valley Water District

File No.: 25-1044

Agenda Date: 12/9/2025
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: 10222025 SCVWC Summary
*Handout 5.1-B: 12082025 WSDMC Agenda
*Handout 5.1-C: 12102025 BPMC Agenda

Valley Water
Clean Water • Healthy Environment • Flood Protection

MEMORANDUM

FC 14

TO: Board of Directors

FROM: SCVWC

SUBJECT: Santa Clara Valley Water Commission (SCVWC) Oct. 22, 2025 Special Meeting Summary

DATE: *December 8, 2025*

This memorandum summarizes agenda items from the special meeting of the SCVWC held on Wednesday, October 22, 2025.

Receive Information on Consultant Study Regarding Santa Clara Valley Water District's Water Use Projections, Water Demand Elasticity, and Customer Affordability Study; and Provide Comments to the Board.

The Commission discussed the following with staff input including: estimates of customer affordability impacts in Santa Clara County, coordination with water retailers and builders relating to Valley Water's Water Supply Master Plans, the "Resulting Retailer Metrics-HBI/PPI Matrix" slide, the "Retailer Affordability Characteristics" slide, water use for data-use centers, and the Low-Income Residential Water Rate Assistance Program through Sacred Heart.

The Committee suggested adding a glossary for acronyms used in the report.

The Commission received the information and took no formal action.

Review the 2025 Santa Clara Valley Water Commission Work Plan, the Outcomes of Board Action of Commission Requests; and the Commission's Next Meeting Agenda and Date.

The Commission received the information and without further discussion took no formal action.

**

Board member comments and suggestions can be forwarded to Stephanie Simunic, Assistant Deputy Board Clerk II at (408) 630-2408 or by email to ssimunic@valleywater.org.

Hon. Pete Daily
SCVWC Chairperson

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Santa Clara Valley Water District
Water Supply and Demand Management Committee

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California
Join Zoom Meeting: https://valleywater.zoom.us/s/92597340524

SPECIAL MEETING AGENDA

Monday, December 8, 2025
12:00 PM

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

COMMITTEE OFFICERS:

Nai Hsueh, Chairperson
Director, District 5
Shiloh Ballard, Vice Chairperson
Director, District 2
Richard Santos
Director, District 3

All public records relating to an 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 for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, 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 attend Board of Directors' meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

STAFF LIAISONS:
Vincent Gin
Kirsten Struve
Ryan McCarter
Stephanie Simunic
COB Liaison
Assistant Deputy Clerk II
ssimunic@valleywater.org
1-408-630-2408

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
Water Supply and Demand Management Committee
SPECIAL MEETING AGENDA

Monday, December 8, 2025 **12:00 PM** **HQ. Bldg. Boardroom**
5700 Almaden Expressway, San Jose, California
Join Zoom Meeting:
https://valleywater.zoom.us/s/92597340524

IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS

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- Members of the Public are encouraged to review our overview on joining Valley Water Board Meetings at: https://www.youtube.com/watch?v=TojJpYCxXm0

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This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Sections 54950 et. seq. and has

not been prepared with a view to informing an investment decision in any of Valley Water's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water's bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and Valley Water's Investor Relations website, maintained on the World Wide Web at https://emma.msrb.org/ and https://www.valleywater.org/how-we-operate/financebudget/investor-relations, respectively.

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

Join Zoom Meeting:
https://valleywater.zoom.us/s/92597340524
Meeting ID: 925 9734 0524
Join by Phone:
1 (669) 900-9128, 92597340524#

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME OPEN FOR PUBLIC COMMENT ON ANY ITEM NOT ON THE AGENDA.

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

3. APPROVAL OF MINUTES:

3.1. Approval of October 27, 2025 Water Supply and Demand Management Committee (WSDMC) Minutes. 25-1008

Recommendation: Approve the minutes.

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

Attachments: Attachment 1: 10272025 WSDMC Minutes

Est. Staff Time: 5 Minutes

4. REGULAR AGENDA:

4.1. Receive Update on Groundwater Basins Managed by Valley Water and Compliance with the Sustainable Groundwater Management Act. 25-0988

Recommendation: Receive an update on the groundwater basins managed by Valley Water and compliance with the Sustainable Groundwater Management Act.

Manager: Gregory Williams, 408-630-2867

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 30 Minutes

4.2. Receive an Update on Valley Water's South County Managed Aquifer Recharge Activities. 25-1020

Recommendation: Receive an update on Valley Water's South County managed aquifer recharge activities.

Manager: Greg Williams, 408-630-2867

Attachments: Attachment 1: South County Recharge Facility Map
Attachment 2: South County Recharge Facility Capacity
Attachment 3: Potential South County Recharge Projects Map
Attachment 4: PowerPoint

Est. Staff Time: 20 Minutes

4.3. Receive and Discuss Information Regarding the Semitropic Groundwater Storage Bank. 25-1006

Recommendation: Receive and discuss information regarding the Semitropic Groundwater Storage Bank.

Manager: Vincent Gin, 408-630-2633

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 20 Minutes

4.4. Receive and Discuss the 2025 Water Supply and Demand Management Committee (WSDMC) Work Plan and Provide Feedback on Upcoming Discussion Items. 25-1007

Recommendation: Receive and discuss the 2025 WSDMC Work Plan and provide feedback on upcoming discussion items.

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

Attachments: Attachment 1: 2025 WSDMC Work Plan

Est. Staff Time: 5 Minutes

5. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.

This is an opportunity for the Clerk to review and obtain clarification on any formally moved, seconded, and approved requests and recommendations made by the Committee during the meeting.

6. ADJOURN:

6.1. Adjourn. The next Regular Meeting is scheduled at 10:00 a.m., on Monday, January 26, 2026.

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Santa Clara Valley Water District
Board Policy and Monitoring Committee Meeting

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California
Join Zoom Meeting: https://valleywater.zoom.us/j/81170871803

SPECIAL MEETING
AGENDA

Wednesday, December 10, 2025
12:00 PM

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

BOARD COMMITTEE MEMBERS:

Nai Hsueh, Chairperson
Director District 5
Tony Estremera, Vice Chairperson
Director District 6
John Varela, Member
Director District 1

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COMMITTEE LIAISONS:
Candice Kwok-Smith
ckwok-smith@valleywater.org
Theresa Chinte
tchinte@valleywater.org
Stephanie Simunic
COB Liaison
1-408-630 -2408
ssimunic@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 Policy and Monitoring Committee

SPECIAL MEETING
AGENDA

Wednesday, December 10, 2025 **12:00 PM** **HQ. Bldg. Boardroom**
5700 Almaden Expressway, San Jose, California
Join Zoom Meeting:
https://valleywater.zoom.us/j/81170871803

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Join Zoom Meeting:
https://valleywater.zoom.us/j/81170871803
Meeting ID: 811 7087 1803
Join by Phone:
1 (669) 900-9128, 81170871803#

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME OPEN FOR PUBLIC COMMENT ON ANY ITEM NOT ON THE AGENDA.

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3. APPROVAL OF MINUTES:

3.1. Approval of the October 7, 2025 Board Policy and Monitoring Committee (BPMC) Minutes. 25-1032

Recommendation: Approve the October 7, 2025 Board Policy and Monitoring Committee (BPMC) Minutes.

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

Attachments: Attachment 1: 10072025 BPMC Minutes

Est. Staff Time: 5 Minutes

4. REGULAR AGENDA:

4.1. Receive an Update on Valley Water's Hiring Preference for Veteran Applicants. 25-1010

Recommendation: Receive an update on Valley Water's hiring preference for veteran applicants.

Manager: Patrice McElroy, 408-630-3159

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 40 Minutes

4.2. Receive Information on the 2025 Employee Engagement Survey. 25-1057

Recommendation: Receive information on the 2025 Employee Engagement Survey.

Manager: Patrice McElroy, 408-630-3159

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 45 Minutes

4.3. Discuss Board Member Roles and Responsibilities When Serving on Joint Power Authorities (JPAs) and Provide Direction to Staff on Next Steps, if Any. 25-1050

Recommendation: Discuss Board Member Roles and Responsibilities when serving on JPAs and provide direction to staff on next steps, if any.

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

Attachments: Attachment 1: Comparative Research

Est. Staff Time: 30 Minutes

4.4. Receive and Discuss the 2025 Board Policy and Monitoring Committee (BPMC) Work Plan, and Provide Feedback on Upcoming Discussion Items, and Next Meeting Date. 25-1034

Recommendation: Receive and discuss the 2025 BPMC Work Plan, and Provide Feedback on Upcoming Discussion Items, and Next Meeting Date.

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

Attachments: Attachment 1: 2025 BPMC Work Plan

Est. Staff Time: 5 Minutes

5. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.

This is an opportunity for the Clerk to review and obtain clarification on any formally moved, seconded, and approved requests and recommendations made by the Committee during the meeting.

6. ADJOURN:

6.1. Adjourn to Regular/Special Meeting TBD per the Committee.

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File No.: 25-0884

Agenda Date: 12/9/2025
Item No.: *5.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Consider the November 19, 2025, Board Audit Committee Recommendation for Performance Audits to include in the 2026 Annual Audit Plan; Approve the 2026 Annual Audit Plan; and Provide Further Direction to Staff and the Chief Audit Executive as Needed.

RECOMMENDATION:
Consider the November 19, 2025, Board Audit Committee Recommendation for Performance Audits to include in the 2026 Annual Audit Plan:

A. Approve the 2026 Annual Audit Plan; and
B. Provide further direction to staff and the Chief Audit Executive as needed.

SUMMARY:
The purpose of this agenda item is to present and discuss the 2026 Annual Audit Plan, as recommended to the Board by the Board Audit Committee (BAC), and to obtain Board approval of the proposed audit topics and auditor assignments for the 2026 Annual Audit Plan.

According to the BAC Audit Charter, the BAC shall assist the Board, consistent with direction from the full Board, by identifying potential areas for audit and audit priorities, and to review, update, plan and coordinate execution of Board audits (Article I, Paragraph 4); make recommendations to the full Board for the selection of all Auditors to perform audits in the approved Annual Audit Plan (Article VI, Paragraph 1); and submit its recommended Annual Audit Plan to the full Board for consideration and direction by November 30 of each year (Article III, Paragraph 7.2).

To develop the proposed audit plan, the Board's Chief Audit Executive (CAE) conducted a risk assessment beginning in FY 2023 to identify key areas of risk that could be considered for auditing. The 2023 Risk Assessment Final Report dated November 2023 (Attachment 1) is attached for reference. The Risk Assessment includes heat maps of Santa Clara Valley Water District's (Valley Water) operational areas based on risk impact (low, moderate, and high risk). The results of the risk assessment included input from Valley Water's Board of Directors (the Board), executives, and management, and was used to help develop the proposed 2024-2026 Audit Plan, which is included as Appendix B of Attachment 1.

At the August 20, 2025 BAC meeting, the CAE began discussion of potential audit topics and the process and schedule for completing the proposed Annual Audit Plan for the full Board's consideration. At the November 19, 2025 BAC meeting, the Committee approved the following four audit topics to be included in the 2026 Annual Audit Plan.

1. Risk Assessment: Develop the 2026 Risk Assessment, pursuant to Section 7.4 of the BAC Charter, for the purpose of identifying and prioritizing potential audit topics, and informing future audit plans.

   Proposed Assignment: The Chief Audit Executive
   Anticipated Start: To be determined following the selection of the next CAE

2. Asset Management: Review and evaluate Valley Water's infrastructure maintenance programs, encompassing various elements related to operations and maintenance, including assessing Valley Water's methods for developing and maintaining asset inventories. This will include evaluating:

- Valley Water's methods and approach to determining the condition of existing assets.
- Practices related to scheduling predictive and preventative maintenance, monitoring maintenance backlogs, work order scheduling.
- The extent to which Valley Water relies on outsourced service providers to augment in-house resources, and how well inventories are planned, maintained, and optimized to enhance overall operational efficiencies.
- The use of asset management software or systems to extend the lifespan of critical infrastructure while minimizing operational costs.

   Proposed Assignment: Plante Moran
   Anticipated Start: Calendar Year 2026, Q1

3. Pacheco Reservoir Expansion Project: Conduct a project closeout audit to evaluate whether best practices were followed during each phase of the project until the termination of the project.

   Proposed Assignment: Sjoberg Evashenk Consulting
   Anticipated Start: Calendar Year 2026, Q3

4. Investigations Process: Evaluate the effectiveness, efficiency, and integrity of Valley Water's processes for investigating allegations of employee, Board officer, and Board member misconduct. Specifically, the audit will assess whether investigations processes:

- Adhere to applicable laws, policies, collective bargaining agreements, and ethical standards governing workplace investigations.
- Maintain appropriate separation of duties and independence in the handling of investigations involving management, senior leadership, or board members.
- Ensure that investigations are initiated, conducted, and resolved in a timely manner.
- Apply consistent standards, procedures, and outcomes across similar cases.
- Maintain clear roles, responsibilities, and reporting lines for HR staff, investigators, management, and legal counsel, including appropriate mechanisms for supervisory and board

oversight.
- Ensure that case records are accurate, complete, and securely maintained.
- Ensure implementation of recommendations and identify systemic issues or patterns of misconduct.
- Are consistent with the practices of other public, private, and non-profit organizations, including the complaint intake, investigation process, and outcomes of investigations.

Proposed Assignment: Baker Tilly Advisory Group
Anticipated Start: Calendar Year 2026, Q2

ENVIRONMENTAL JUSTICE IMPACT:
The Annual Audit Plan is not subject to environmental justice analysis. The Annual Audit Plan serves as a tool for communicating audit priorities as determined by the BAC and the Board of Directors.

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: 2023 Risk Assessment Final Report.

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068

Santa Clara Valley Water District
Independent Board Auditor

Districtwide Risk Assessment – 2023

November 2023

SJOBERG EVASHENK CONSULTING, INC

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Table of Contents

Introduction 2

Background 2

Risk Assessment Approach 4

Department Risk Profiles 7

Office of the Chief Executive Officer 7

Office of the Clerk of the Board 9

Office of District Counsel 13

Administrative Services 17

External Affairs 29

Office of Financial Planning and Management Services 35

Office of Integrated Water Management 43

Risk Assessment Results 68

Appendix A. Proposed Three-Year Audit Plan 70

Appendix B. Prioritized Audit Topics for the Board's Consideration 75

Introduction

The Santa Clara Valley Water District (Valley Water or District) asked Sjoberg Evashenk Consulting to conduct a districtwide risk assessment as part of a long-term internal audit planning process. A fundamental component of a successful internal audit function requires determining which departments, programs, or activities to audit—and allocating scarce audit resources in a way that adds the greatest value to the District. As such, the purpose of this project was to identify key organizational units, programs, or operations of Valley Water and to assess each in terms of the potential risk factors that could impede the effective delivery of services, reduce operational efficiency, or impair transparency and public accountability. As the relative magnitude and prevalence of potential risk factors associated with key programs increase, so too does the potential value a performance audit of the program will be to Valley Water.

Background

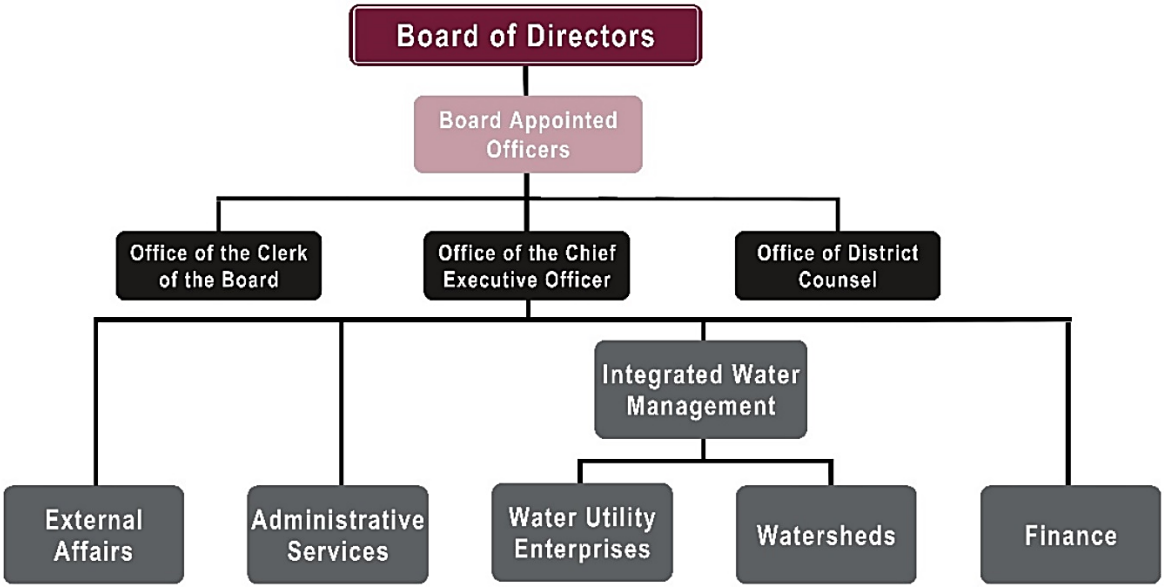
The Santa Clara Valley Water District (Valley Water) is Santa Clara County's water resource management agency responsible for providing safe, clean water, flood protection, and stewardship of streams through its management of water treatment and distribution systems, construction and maintaining flood control channels, and overseeing water rate setting and conservation efforts. The mission of Valley Water is to provide safe, clean water for a healthy life, environment, and economy.

Valley Water is led by a seven-member Board of Directors (Board), with each Board director representing one of seven equally-divided districts in the Silicon Valley. The Board is responsible for establishing policy, adopting resolutions, and establishing the directives, goals, and objectives that guide all the work of Valley Water employees—including the overall vision for the District. These are documented in three formal types of policies:

- Board Governance Policies—policies which guide the practices of the Board itself.
- Executive Limitations Policies—policies which establish the responsibilities of the Chief Executive Officer and delegations of authority.
- Ends Policies—policies that establish the goals and objectives that the Board has for the District, and the ends toward which the Chief Executive Officer is charged to achieve.

Three District officers are appointed by and report directly to the Board: The Chief Executive Officer (CEO), District Counsel, and the Clerk of the Board. The Office of District Counsel serves as legal counsel to the Board and advises the Board and Valley Water management regarding all legal matters. The Clerk of the Board staffs all Board and committee meetings and serves as the District's election official and the custodian of official records of the District. The CEO oversees all executive operations of Valley Water, including Integrated Water, which is managed by the Assistant Chief Executive Officer an includes the Water Utility and Watershed business areas, as well as several units that collectively support Valley Water's capital infrastructure plan. In addition to Integrated Water. The CEO also oversees three critical departments: the Financial Planning and Management Services Department, Office of Administrative Services, and the Office of External Affairs. Valley Water's organizational chart is depicted in Exhibit 1.

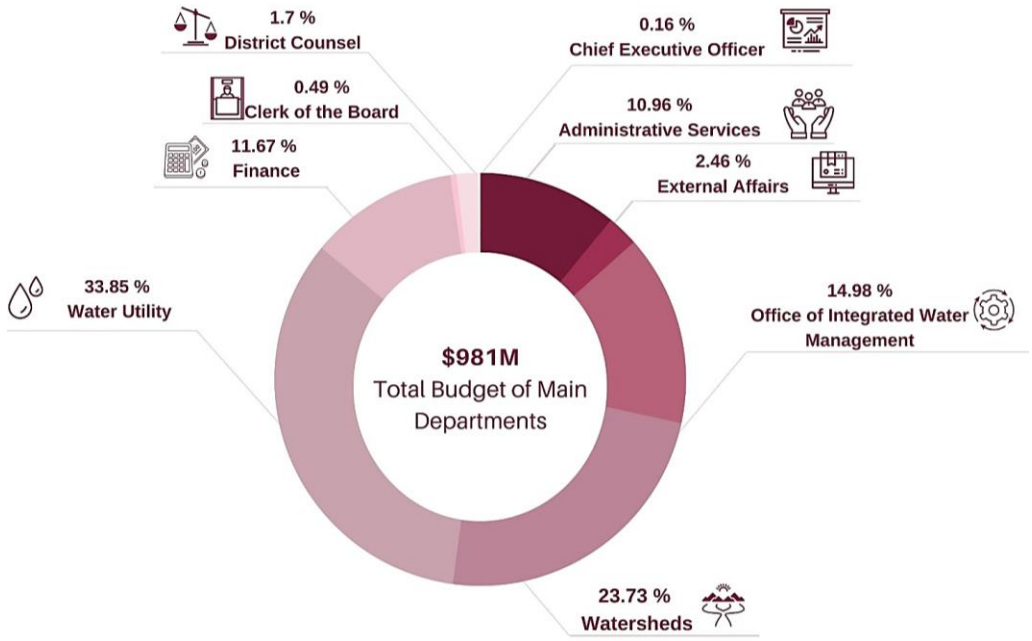
EXHIBIT 1. VALLEY WATER ORGANIZATION CHART



Source: Official Valley Water Organization Charts

As illustrated below, Valley Water's Fiscal Year 2023-24 budgeted operating expenses totaled approximately $857 million,[1] of which Integrated Water, Watershed, and Water Utility Enterprise business areas comprise roughly 80 percent of all District expenditures.

EXHIBIT 2. ALLOCATED BUDGETED EXPENDITURES BY DEPARTMENT



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

[1] Elsewhere in this report, we refer to approximately $981 million in budget appropriations. The difference between Valley Water's total $857 million budget and individual department appropriations of $981 million, which includes intra-district reimbursements of $124.9 million, and these net to total operating and capital outlays of $856.6 million.

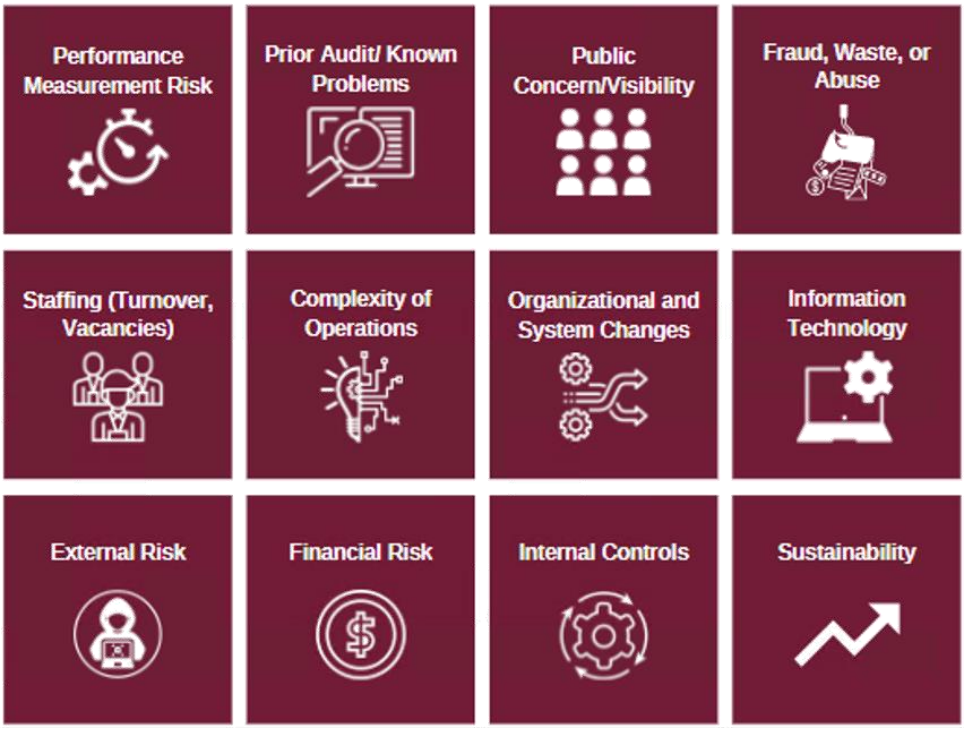
Risk Assessment Approach

The Charter of the Board Audit Committee (BAC) states that the BAC shall endeavor to complete a Valley Water-wide risk assessment, at a minimum, tri-annually, and that the full Board shall approve an annual audit plan. Audit standards issued by the Institute of Internal Auditors require that the chief audit executive establish a risk-based plan to determine the priorities of the management audit activity, and that the plan be consistent with the organization's goals. The purpose of a risk assessment is to help ensure that limited audit resources are deployed in a manner that fulfills the purpose of Valley Water by identifying inherent risks to the successful execution of district operations, programs, and services; and differentiating between all the potential risks and areas of interest and prioritizing them based on the potential value that the audit may provide to Valley Water. This process is intended to facilitate a deliberative approach to directing limited audit resources and to inform management of potential areas of risk for which it may wish to take action; it is not intended to provide specific conclusions regarding an organization's operations or programs, or to present specific recommendations for improvement.

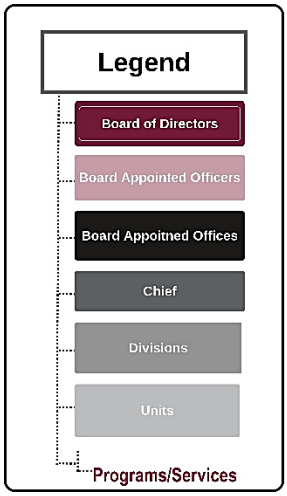
To fulfill the strategic purpose of a districtwide risk assessment, our team interviewed nearly 30 District officers and managers to gather information about Valley Water operations, programs, and functions; to identify potential and inherent risks to the achievement of the missions, objectives, and goals of each; and to discuss current initiatives and activities of the departments. We also obtained and evaluated current and historical background information for each office, department, and program, including information available through Valley Water's website, program descriptions, budget documentation, strategic plans and annual reports, policies and procedures, and other relevant documentation, etc. In doing so, we identified the audit universe and auditable units, including District departments and the defined programs, services, and functions carried out by each department, and identified the sources and types of risks associated with the missions, objectives, and goals of each.

Some information was obtained directly from objective reporting of past and current performance. This includes the relative size of one department's budget or workforce in relation to other departments, one department's financial exposure resulting from claims filed as compared to other departments, the number of contracts or capital projects managed by one department as compared to others, as well as key performance indicators and departmental performance reports. Other information was obtained through subjective analyses of current issues and trends affecting each department. This includes understanding and assessing public concern related to certain programs, services, or functions of District government; determining the extent to which certain problems are already known, such as through the press or previously completed audits or studies; or the extent to which previously manual activities have been automated. Both subjective and objective risk categories drive the ultimate calculated risk score for each department and program area, and the relative risk associated with each when compared to other Valley Water departments or program areas. Exhibit 3 illustrates the types of risk factors considered as part of this risk assessment.

EXHIBIT 3. RISK SOURCES & TYPES RELATED TO THE ADMINISTRATION OF DISTRICT DEPARTMENTS AND PROGRAMS



Based on information provided and auditor judgement, we assessed each organizational unit and program in terms of the potential risks that could impede effective delivery of services, reduce operational efficiency, or impair transparency and public accountability. In doing so, we prepared "risk profiles" for each department, which include an organizational chart for each department that reflects the functional responsibilities of each department, division, unit, and program. The structure of the appropriate department will be displayed in an organizational chart reflecting the legend on the right. The risk profiles also include general indicators of the size of the division, a description of the core functions of the division and inherent risks and general concerns associated with the division's operations. In short, inherent risks are factors that may impede the ability of the division to achieve, in an effective or efficient manner, its core functions.

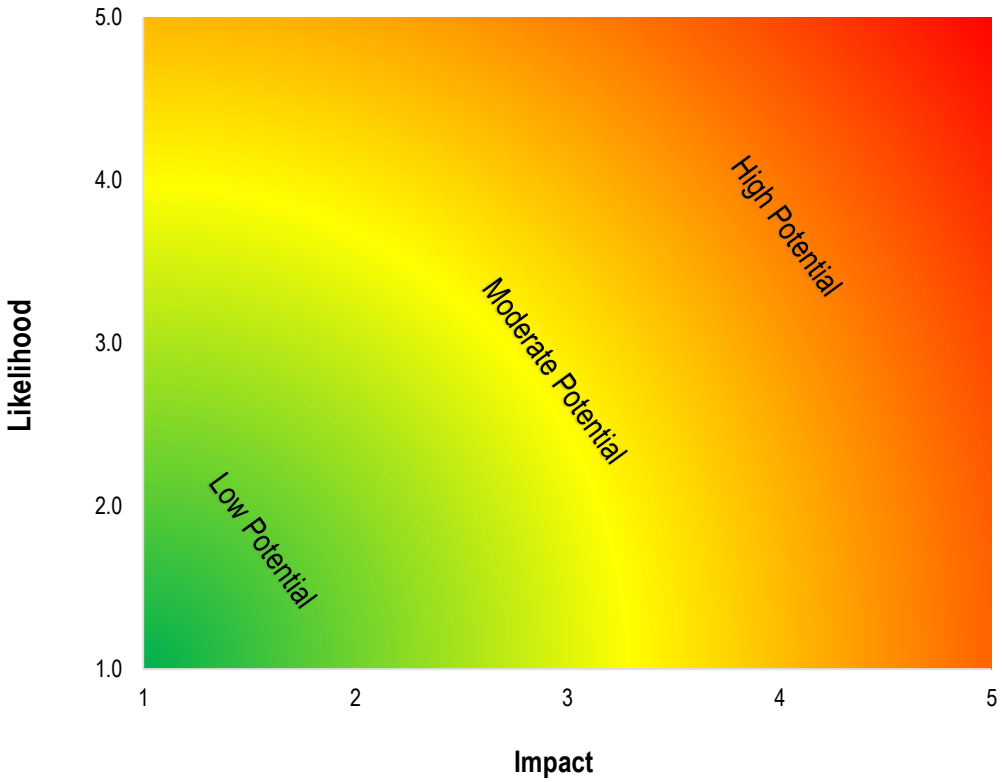


While this report presents risk ratings for key departments, divisions, and programs, it is important to note that a high-risk score is not indicative of poor performance, lacking internal controls, or bad business practices. Rather, risk scores indicate the extent to which key programmatic or operational areas within District departments present sufficient inherent risks to warrant audit resources, and the extent to which we believe a performance audit of that area will yield value to Valley Water.

To illustrate our assessment of risk associated with the auditable units within each department as compared to each other and to other divisions throughout Valley Water, we include in each department profile a heat map similar to that shown in Exhibit 4. This is meant to illustrate the extent to which, or

likelihood that, inherent risks associated with core District functions warrant audit resources and the potential impact that such an audit could have in assisting Valley Water to address current and emerging challenges—that is, the relative value of spending audit resources in one business area of the District versus another area.

EXHIBIT 4. SAMPLE HEAT MAP



Based on our assessment of risk, we present numerous audit topics related to each division and/or program. A larger audit could include each of these as a specific audit objective; smaller audits could address just one or two of the topics listed in each profile.

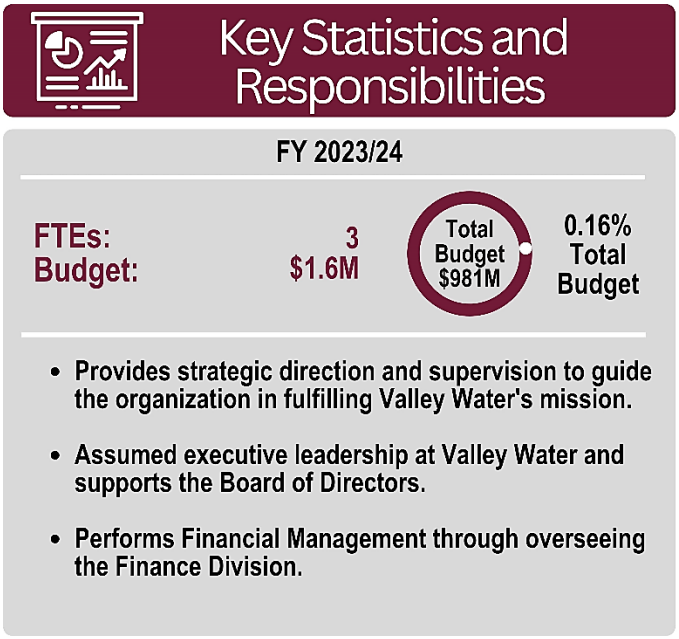
This approach is designed to provide Valley Water with information necessary to develop an audit plan that focuses on those areas within District government that are most likely to benefit from a performance audit. It is also designed to present the rationale behind our risk ratings to the BAC, and to facilitate an open and deliberative forum to discuss audit priorities and to determine the focus of limited audit resources.

Department Risk Profiles

This section presents background information and risk profiles for each of Valley Water's key departments, including offices reporting directly to the Board of Directors—the Chief Executive Officer, District Counsel, and Clerk of the Board—as well as the departments reporting directly to the Chief Executive Officer: Administrative Services, External Affairs, Financial Planning and Management Services, and Integrated Water. Each profile includes a discussion of a Valley Water department; background information, core functions, key statistics and characteristics, inherent risks, and challenges associated with each; and potential audit topics designed to address those areas where internal audit resources could prove most valuable.

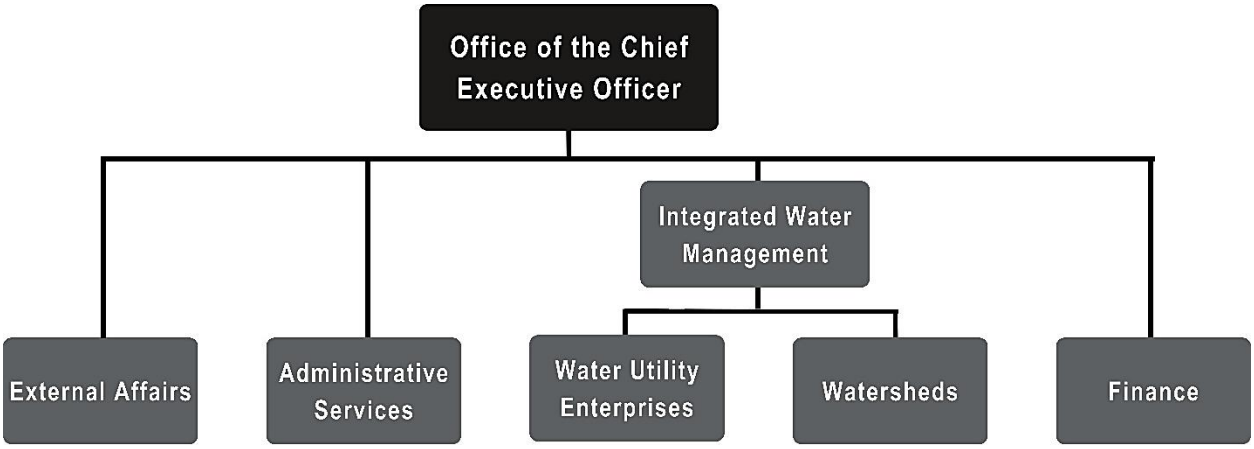
Office of the Chief Executive Officer

With a Fiscal Year 2023-24 budget of approximately $1.5 million and a staff of 3 FTE positions, the Office of the CEO represents less than one (1) percent of the District's overall budget. The Office of the CEO is responsible for all operations of the District, carrying out policies and direction of the Board, making recommendations to the Board on a variety of issues, appointing and supervising subordinate officers of the District, ensuring compliance with Board policies, being responsive and available to the community, and achieving Valley Water's objectives, goals, and mission. The Assistant Chief Executive Officer, Chief Financial Officer, Chief Operating Officer of External affairs, and Chief Operating Officer of Administration all report directly to the CEO.



The Office of the CEO provides strategic direction and supervision to guide the organization in fulfilling Valley Water's mission, achieve the Board's Ends Policies, support the Board of Directors, and comply with the Board's Executive Limitations Policies. During Fiscal Year 2023, the Office of the CEO reported achieving several notable accomplishments, including continuing to lead the Valley Water throughout the ongoing drought and the COVID-19 pandemic; prioritizing investments in critical infrastructure and the safety of Valley Water staff; and delivering safe, clean, and reliable water to Santa Clara County. Exhibit 5 illustrates the distribution of the CEO's direct reports.

EXHIBIT 5. OFFICE OF THE CHIEF EXECUTIVE OFFICER ORGANIZATIONAL STRUCTURE



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

Risk Analysis

The Office of the CEO, on its own, has a relatively low budget and FTE allocation when compared to other organizational units. However, its role in implementing Board policy and strategic initiatives, developing budgets, monitoring resource allocation, and framing and messaging District priorities and communications place the Office in a position of strategic importance and high public visibility. The CEO's role is multifaceted, as they must balance the District's Ends Policies to serve the needs of Santa Clara County while adhering to executive limitations that set specific boundaries on the Office's authority. Following is an evaluation of key functions or programs within the Office, along with a description of responsibilities, budget, FTEs, and inherent risks.

Office of the Chief Executive Officer	
The CEO is responsible for the success of Valley Water. This includes successfully providing safe, clean water for a healthy life, environment, and economy. It also includes doing so in a manner that is responsible, sustainable, and alignment with Board policies. The CEO employs experts to directly manage distinct business areas within the District, including Finance, Administration, External Affairs, and the core operations of the District: Integrated Water Management, including Water Utility Enterprises and Watersheds. This encompasses supply management, flood protection, environmental stewardship, and more, all aimed at serving Santa Clara County's 1.9 million residents as well as a significant and diverse business community. The CEO coordinates the flow of information between management, the Board, and various committees, and provides administrative and logistical support to the Board.	**Budget:** $1,579,221 **FTE:** 3 **Inherent Risks:** As the leader of Valley Water, the greatest risk facing the CEO relates to the successful delivery of safe, clean water, consistent with the mission of Valley Water. From the perspective of the Board, however, the question is not limited to whether the CEO achieves this mission, but it is also essential that the CEO so in a manner compliant with established policies—both Ends Policies and Executive Limitations. This requires transparency in management reporting, goal-driven performance measurement and evaluation, and assurances of compliance with Executive Limitations Policies.

Risk Summary

The operational responsibilities of the Office of the CEO are typically addressed by performance auditors by focusing on specific programs under the purview of the CEO, such as programs administered by

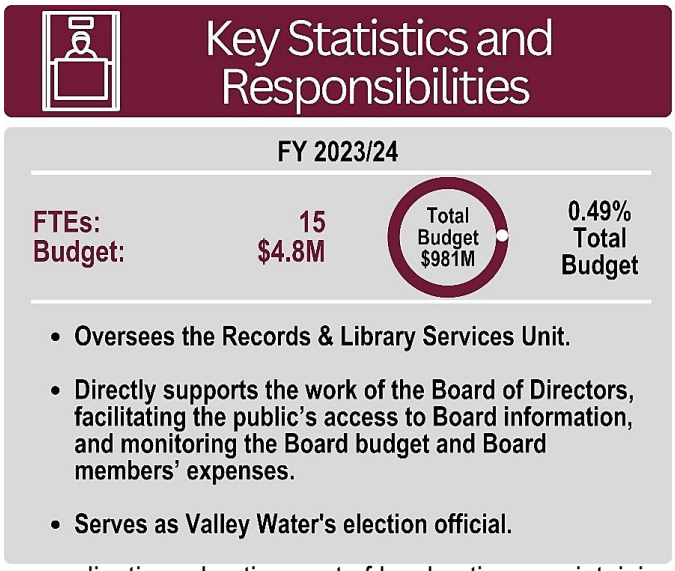
Finance, Administration, External Affairs, Integrated Water Management, Water Utility, or Watersheds. The Officers overseeing each major program area would address potential audit findings, recommendations, and corrective action.

There are certain performance audits, however, that go beyond the purview of any particular departmental officer or manager, and those pertain primarily to matters of governance: reporting to the Board of Directors; establishing policies and procedures; establishing a sound tone-at-the-top that focuses on the importance of achieving goals and the organizational mission while also emphasizing the importance of internal control, transparency, and accountability; establishing and monitoring systems of performance measurement and evaluation; and ensuring compliance with Board policies and other legal or regulatory requirements.

Based on this assessment, there are two audit topics that ranked the highest and warrant consideration for future audit planning. These include:

1) The District's overall approach to performance measurement, the purpose of which would be to identify ways to build upon exiting performance metrics in a manner that provides the Board reasonable assurances that metrics exist to evaluate progress to achieving Ends Policies, as well as to evaluate the overall efficiency and effectiveness of Valley Water operations.
2) The Districts overall compliance with Board policies, including Board Governance Policies, Ends Policies, and Executive Limitations Policies.

Office of the Clerk of the Board



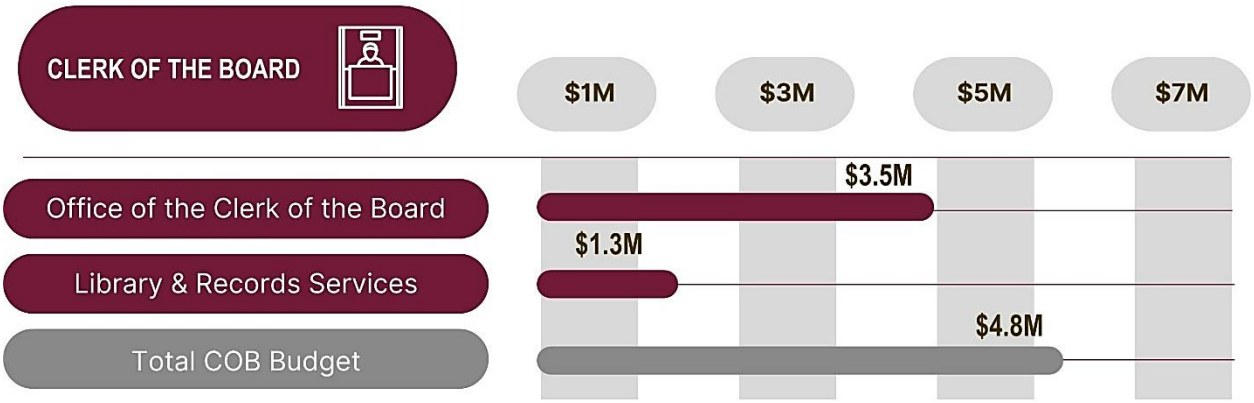
With an approximate Fiscal Year 2023-24 budget of $5.6 million—representing 0.6 percent of the District's overall budget—and 15 FTE positions, the Office of the Clerk of the Board supports the Board of Directors and serves the public by providing records maintenance and management services, staffing Board and committee meetings, serving as Valley Water's election official, and overseeing the Records & Library Services Unit. These services include directly supporting the work of the Valley Water Board of Directors; preparation, posting and maintenance of agendas, minutes, ordinances, resolutions and contracts of the Board of Directors; coordinating advertisement of legal notices; maintaining and updating Board resolutions and policies (including Board Governance Policies, Ends Policies, and Executive Limitations Policies); managing and publishing Board and committee agendas and minutes in accordance with the Brown Act; receiving official records; responding to public records requests in a timely manner, and ensuring compliance with the Public Records Act; coordinating with the County of Santa Clara

on all matters related to elections; and monitoring the Board budget and Board members' expenses in accordance with District Ordinance 02-01, Resolution 11-73, Board Governance Policy GP-10.

In Fiscal Year 2023, the Office of the Clerk of the Board cites various accomplishments, including having successfully managed over 33 Regular Board Meetings and over 100 Board Committee Meetings in accordance with the District Act, Board Policies, and the Brown Act; successfully scheduled over 1,000 meetings for individual Directors; and tracked, monitored, and reported on the registration of external lobbyists in accordance with Ordinance 10-01.

The Office of the Clerk of the Board is organized into two units: the Clerk of the Board and the Records & Library Services. Exhibit 6 below is a breakdown of each division's budgeted expenses for Fiscal Year 2023-24.

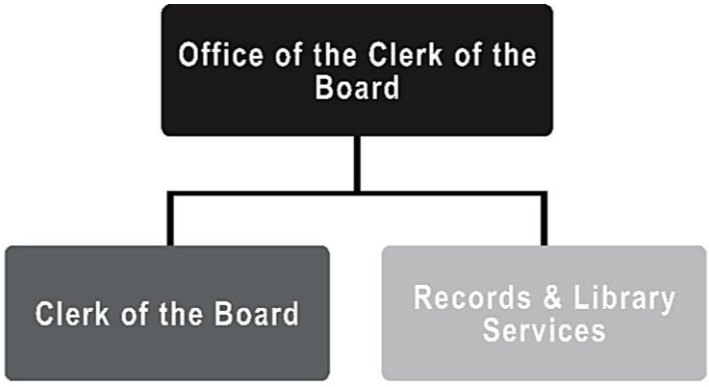
EXHIBIT 6. BUDGET BREAKDOWN BY DEPARTMENT



Source: FY 2022-23 & Fiscal Year 2023-24 Operating and Capital Rolling Biennial Budget

The Office of the Clerk of the Board allocates functional responsibilities to each of the two units as depicted in Exhibit 7 below.

EXHIBIT 7. OFFICE OF THE CLERK OF THE BOARD DIVISION ORGANIZATIONAL STRUCTURE



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

Risk Analysis

The Office of the Clerk of the Board plays a pivotal role in Valley Water's governance, but it faces inherent risks that require careful management. Chief among these risks is the potential for improper documentation and minute-taking during Board meetings, which could compromise transparency and governance procedures. The evolving landscape of governance procedures necessitates continuous compliance efforts. Efficient management of a large volume of documents, including publicly recorded ones, is essential to prevent delays and resource misallocation.

Moreover, tracking lobbying activities demands vigilance to ensure compliance and accurate reporting. Lastly, the office must balance its involvement in policy reviews and maintain a high-level perspective to mitigate risks related to inefficiency or insufficient support of core operations. To successfully navigate these challenges, the Clerk of the Board should maintain meticulous record-keeping, stay current with governance procedures, and continually evaluate and optimize their operations while upholding the transparency and integrity of Valley Water's governance processes. Following is an evaluation of key functions or programs within the Office, along with a description of responsibilities, budget, FTEs, and inherent risks.

OFFICE OF THE CLERK OF THE BOARD	
The Office of the Clerk of the Board oversees the Records & Library Services Unit as well as completing work regarding coordinating information between the Board Committees and the Board, and Committee Oversight Manager; providing administrative and logistical support to the Board committees; managing Board committee membership; ensuring agenda and meetings are in compliance with the Brown Act; coordinating, posting and distributing Board committee and Board agenda items; supporting and assisting Board committee chairs during meetings; managing Board committee work plans; tracking and managing Board committee attendance; managing historical records of Board committees; keeping accurate records of the proceedings of the Board and all committees; keeping a record of all Board resolutions and actions of the Board of Directors in such manner that the information contained therein will be readily accessible to the public; and managing Board committee web pages.	**Budget:** $ 3,517,767 **FTE:** 10 **Inherent Risks:** Inefficiencies that could impact the receipt and recording of publicly recorded documents, as well as the availability of records; cost-effective administration of document requests; potentially inefficient or insufficient support of the Office's core operations. Further, Board Governance Policies have not been fully reviewed or updated in six or more years.

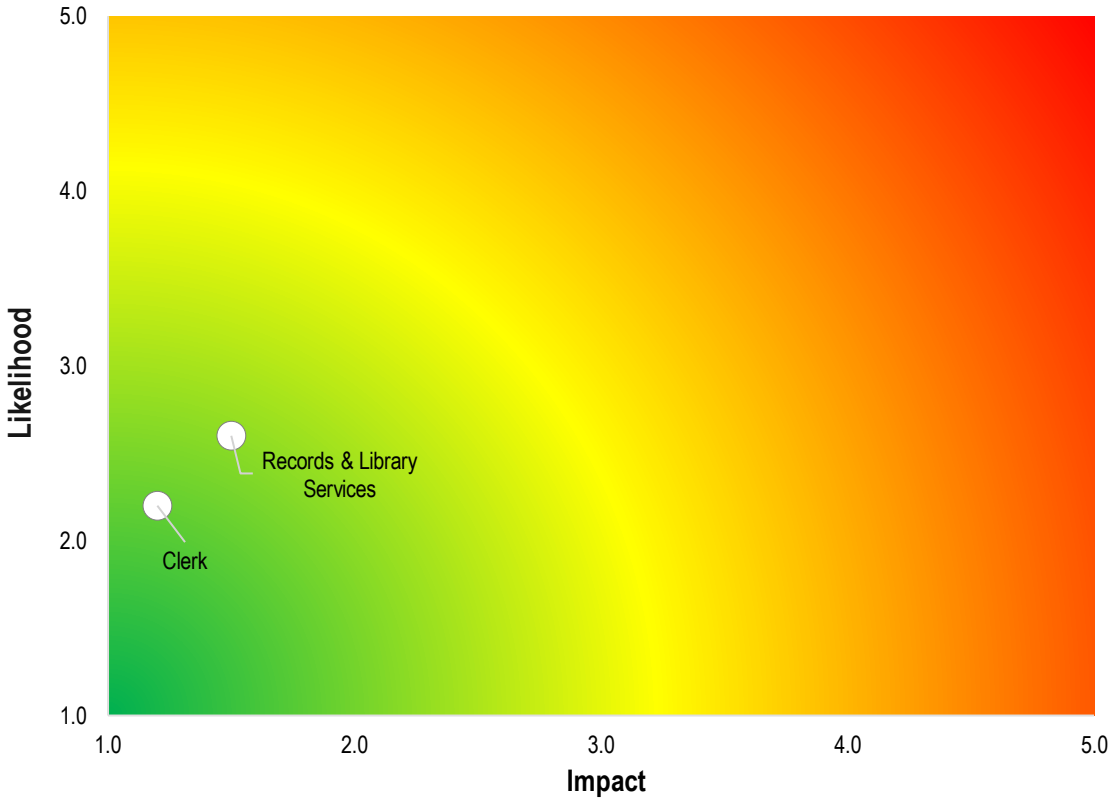
RECORDS & LIBRARY SERVICES

The Records & Library Services is responsible for the administration of the Records Management Center and the Valley Water Library, administration of the Valley Water Records Management Program; and the provision of Valley Water's responses to legal demands for records.	**Budget:** $ 1,316,042 **FTE:** 5 **Inherent Risks:** Inefficiencies that could impact the receipt and recording of publicly recorded documents, as well as the availability of records; cost-effective administration of document requests; potentially inefficient or insufficient support of the Office's core operations.

Risk Summary

The Office of Clerk of the Board has a relatively low budget and FTE allocation when compared to other Valley Water departments, and generally represents relatively low risk when compared to other departments based on our assessment of a variety of risk factors. Despite this, the Clerk of the Board serves an essential function facilitating the work of the Board and ensuring transparency into Board and District activities. Because of this, the potential benefits of a performance audit of the Clerk of the Board are likely to be in assessing the overall efficiency and effectiveness of the Office's day-to-day operations. With this in mind, we illustrate below the risk rankings of each unit or program area in relation to one another.

EXHIBIT 8. PROGRAM RISK RATINGS

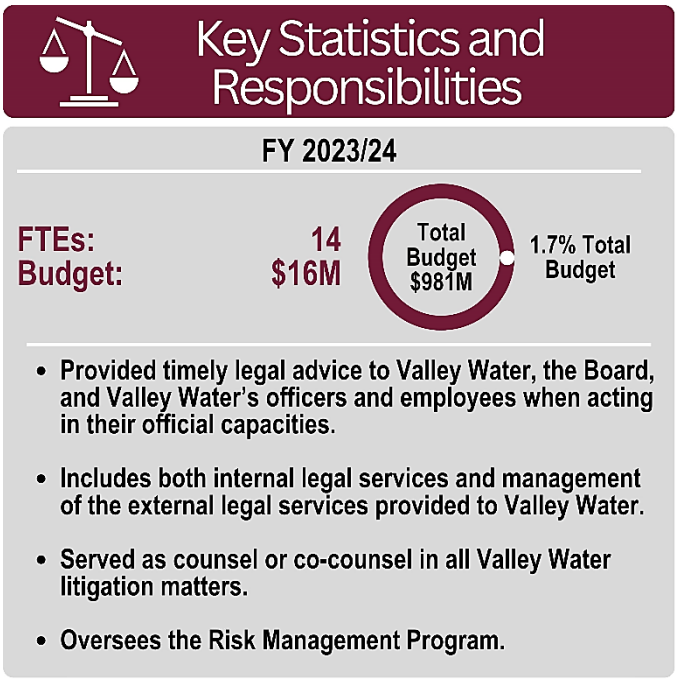


This risk assessment revealed the following potential audit objective:

1) Evaluate the Office's business processes, information systems, and workload management practices to identify potential inefficiencies or opportunities for improvement in the Office's operational activities and administrative functions.

Office of District Counsel

With an approximate Fiscal Year 2023-24 budget of $15 million—representing less than one (1) percent of the District's overall budget—and fourteen (14) FTE positions, the Office of District Counsel is managed by the Discrict Counsel, a Board-appointed officer of Valley Water. The Office is responsible for general legal advice and services, personnel, litigation, and specialty advice including but not limited to land use, the environment, eminent domain, and real estate, among others. The Office advises the Board of Directors on all legal matters, and manages Valley Water's Risk Management Unit.

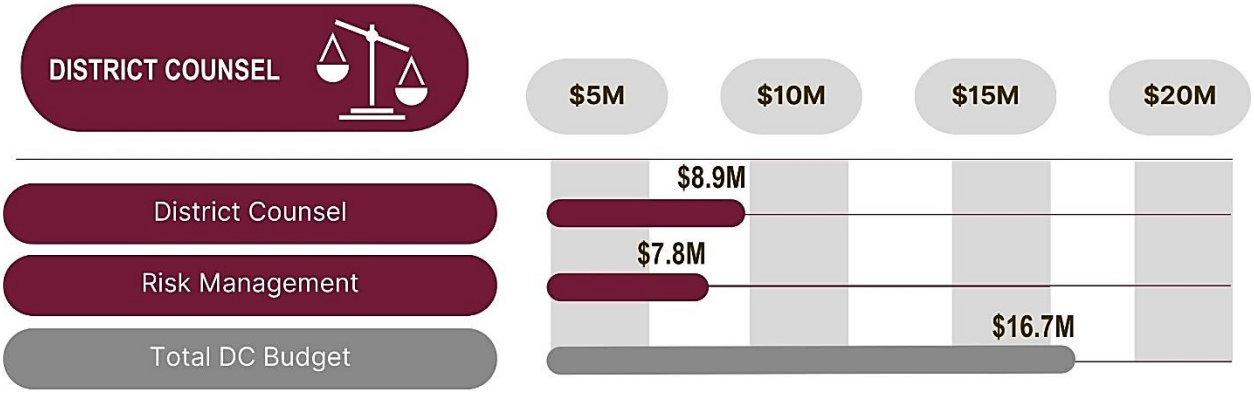


The Office of District Counsel at Valley Water is a critical component with eight attorneys specializing in labor and employment, California Environmental Quality Act (CEQA), and water law. They handle in-house legal matters such as public works contracting, municipal law, water law, and real estate while engaging external counsel for large projects. Notably, they address the complex issue related to Santa Clara Valley's unhoused population, a challenge with potential legal and environmental risks. The absence of an electronic calendaring system is a notable efficiency concern, with plans to introduce document management and automated calendaring tools. However, inherent risks include legal challenges, non-compliance with governance procedures, and document management challenges. The influx of new managers and a risk-averse culture also challenge organizational cohesion. The Office handles all items going to the Board, albeit with constraints due to a risk-averse culture that leads to extensive reviews.

In Fiscal Year 2023, the Office cites various accomplishments, including having provided timely legal advice to Valley Water, the Board, and Valley Water's officers and employees when acting in their official capacities; provided representation to Valley Water relating to annual groundwater production charges and to the update of Valley Water's groundwater charge zones; and served as counsel or co-counsel in all Valley Water litigation matters.

The Office of District Counsel is organized into two units: The Office of District Counsel and the Risk Management Unit. Exhibit 9 provides a breakdown of each division's budgeted expenses for Fiscal Year 2023-24.

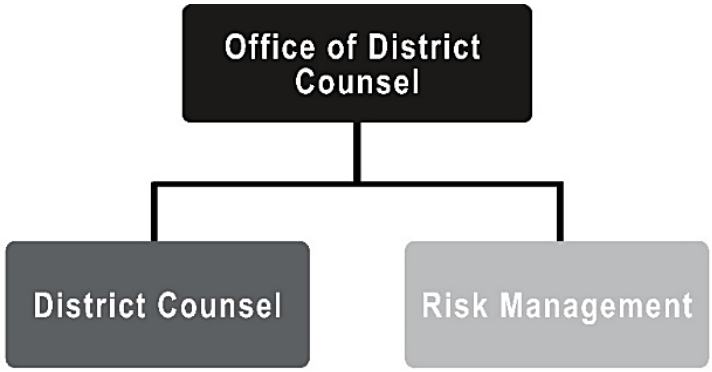
EXHIBIT 9. BUDGET BREAKDOWN BY DEPARTMENT



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

The Office of District Counsel allocates functional responsibilities to each of the two units as depicted in Exhibit 10 below.

EXHIBIT 10. DISTRICT COUNSEL ORGANIZATIONAL STRUCTURE



Source: Fiscal Year 2023-24 & 2024-25 Operating and Capital Rolling Biennial Budget

Risk Analysis

The Office of District Counsel is integral to the organization's legal affairs yet confronts various inherent risks. The foremost concern lies in the efficiency of legal services provided, given the substantial and diverse operational and administrative responsibilities of Valley Water. The Office has a relatively low level of funding and FTE allocation when compared to other departments, as well as relatively low level of cash or other high-risk assets. Inherent risks associated with the District Counsel remain relatively low, but include continued adherence to professional standards, the efficient use of professional service contracts for outsourced legal services, balancing differing perspectives on risk mitigation, and the implementation of business processes and controls to mitigate risk and prevent the loss of District assets. Following is an

evaluation of key functions or programs within the Office, along with a description of responsibilities, budget, FTEs, and inherent risks.

OFFICE OF DISTRICT COUNSEL

The Office of District Counsel provides professional, timely, and strategic legal advice to and representation of Valley Water and its Board of Directors, officers, and employees. It includes both internal legal services and management of the external legal services provided to Valley Water.	**Budget:** $ 8,885,440 **FTE:** 11 **Inherent Risks:** Efficiency in delivering professional services considering the significant budget allocation, the effective and efficient management of third-party contracts, records management, and the ability to provide timely review and advice regarding a wide range of topics to District employees and the Board, along with reviewing items presented to the Board, are critical areas of focus.

RISK MANAGEMENT UNIT

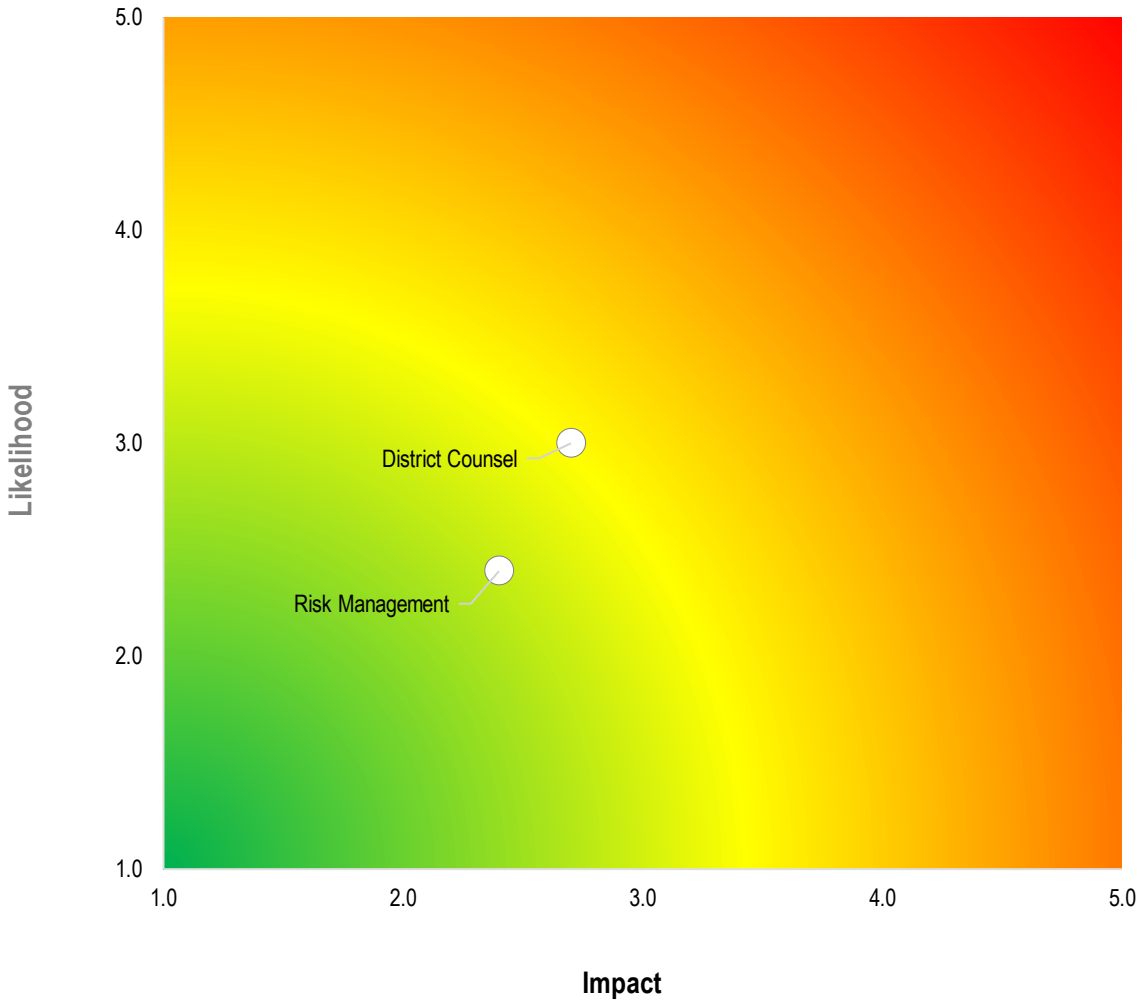
The Risk Management Unit at Valley Water is primarily tasked with identifying and evaluating loss exposures to protect the organization's assets. This involves overseeing the Workers' Compensation program and implementing risk retention (self-insurance) and risk transfer (insurance) programs to maximize cost-effective coverage and ensure compliance with Board Governance policies. Additionally, the division is vital in maintaining a proactive stance toward risk management within the organizational structure to mitigate inherent risks effectively.	**Budget**: $ 7,783,334 **FTE**: 3 **Inherent Risks**: Health and safety risks for employees and the public due to inadequate safety protocols; security risks, such as unauthorized access to facilities or sensitive information; adequacy of risk identification and assessment processes; the necessity for heightened compliance awareness, and the effectiveness of risk mitigation strategies; and the effectiveness of risk mitigation strategies.

Notably, a performance audit of the Office of the District Counsel was recently performed in 2020. It identified issues related to the frequency of communication, timeliness of services, and nonuniformity in service delivery; and it recommended implementing an updated operating model, enhancing policy and procedure development, utilizing tools like workflow management, service level agreements, performance management systems, and gathering multi-source feedback assessments to increase satisfaction.

Risk Summary

Overall, the Office of the District Counsel represents relatively low risk in terms of audit priority when compared to other Valley Water departments and programs, as illustrated in the risk ranking in Exhibit 11.

EXHIBIT 11. PROGRAM RISK RATING



Performance audit topics of the Office generally would not focus on the exercise of professional judgment or legal counsel, but would rather focus on the efficiency with which the Office manages resources. This could include internal business processes related to broader District responsibilities (such as risk management, contract review and processing, record retention and public records requests, etc.) and the Office's administration of legal services contracts.

The Office of District Counsel has recently undergone a performance audit, which examined the Office's operations, including Risk Management, suggesting it may be prudent to hold off on another audit of the Office for the immediate future. Nevertheless, this risk assessment revealed the following potential audit objectives:

1) Evaluate the Office's business processes and information systems to identify potential inefficiencies or opportunities for improvement in the Office's administrative functions.

2) Evaluate risk management practices, including the District's reliance on third-party administrators and service providers, risk retention and transfer evaluations, claims processing, and workplace

health and safety programs, as well as existing workload demands and future opportunities to enhance risk management operations in a growing District government.

Administrative Services

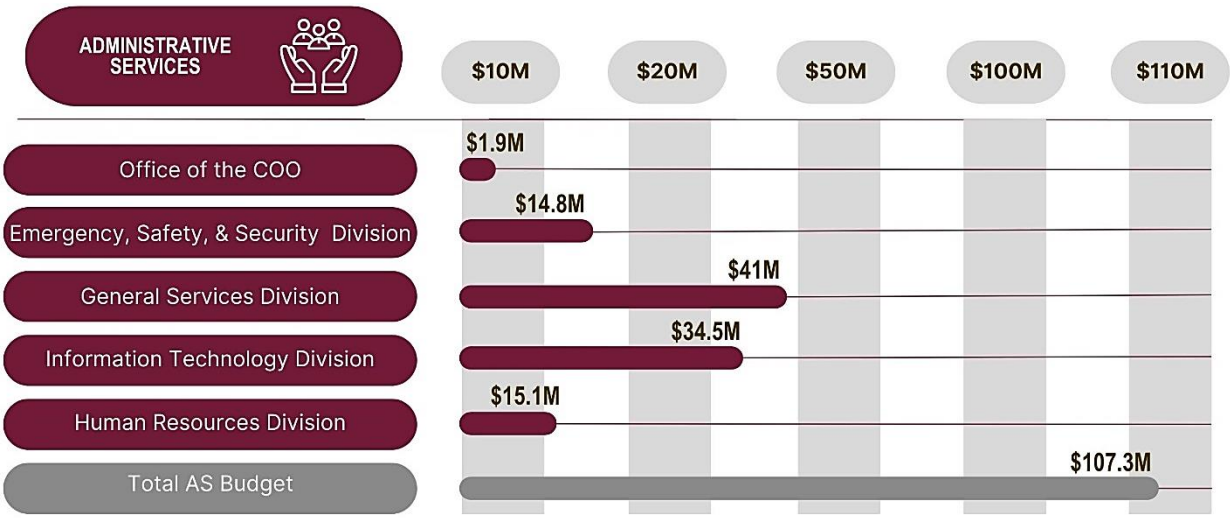
With an approximate Fiscal Year 2023-24 budget of $107 million—representing approximately 10.96 percent of the District's overall budget—and 165 FTE positions, the Office of Administrative Services oversees the Emergency, Safety, & Security Division; the General Services Division; the Information Technology Division; and the Human Resources Division. The primary roles of the Office of Administrative Services include supporting the mission of Valley Water—to provide Silicon Valley safe, clean water for a healthy life, environment, and economy—by providing essential business services for Valley Water.



In FY 2023, the Office of Administrative Services cites various accomplishments, including Labor Relations having completed Performance Improvement training for all Managers; the Office of Emergency Services having conducted the Annual Winter Preparedness Workshop with external stakeholders; the Environmental, Health & Safety Services continued and completed multiple facility fall protection engineering projects from the previous fiscal year; the Security Office developed a Security Drone Program; the Construction Contracts and Support Unit from the General Services Division completed the advertisement, bidding, and award of nine capital projects; the IT Division completed the 2019 IT Strategic Plan; and the HR Division updated recruitment and selection processes to incorporate new trends and tools to ensure that it has the ability to recruit a highly qualified and diverse workforce which provided management support for the operational work of the departments.

Directed by a Chief Operating Officer, the Office of Administrative Services is organized into four divisions: Emergency, Safety, & Security Division; the General Services Division; the Information Technology Division; and the Human Resources Division—each of which includes distinct functional units that carry out the work of the division. Exhibit 12 provides a breakdown of each division's budgeted expenses for Fiscal Year 2023-24.

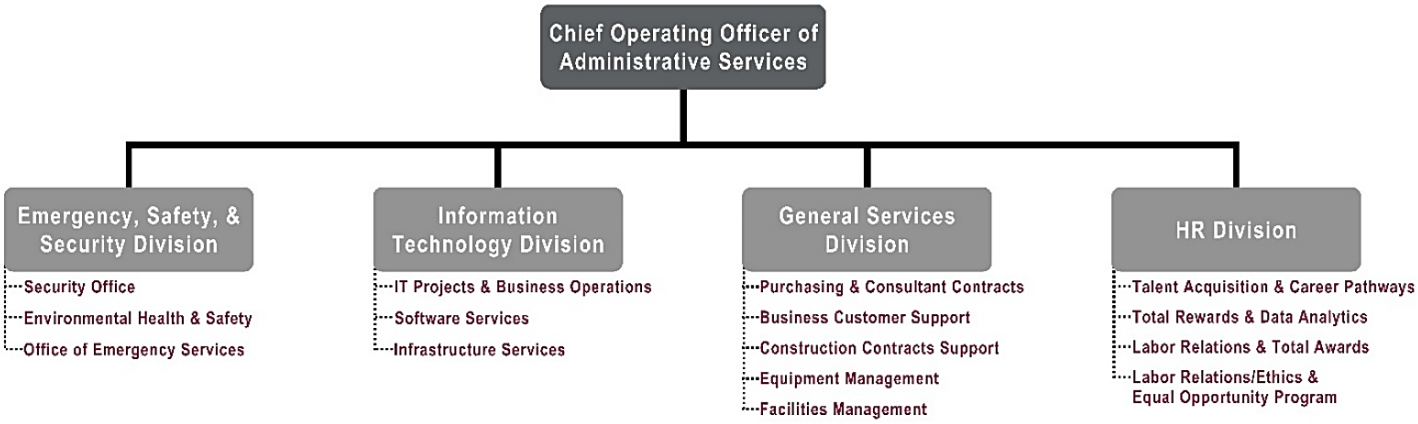
EXHIBIT 12. BUDGET BREAKDOWN BY DIVISION



Source: Fiscal Year 2023-24 & FY 2024-25 Operating and Capital Rolling Biennial Budget

The Office of Administrative Services allocates functional responsibilities to each of the five areas as depicted in Exhibit 13.

EXHIBIT 13. ADMINISTRATIVE SERVICES DIVISION ORGANIZATIONAL STRUCTURE



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

Risk Analysis

The Office of Administrative Services plays a crucial role in supporting the mission of Valley Water, which is to provide safe, clean water for a healthy life, environment, and economy throughout Silicon Valley. This office is responsible for delivering essential business services to ensure the efficient functioning of the organization. The office oversees multiple units and divisions, including the Emergency, Safety, & Security Division, the General Services Division, the Information Technology Division, and the Human Resources Division. These highly specialized and distinct functions under the umbrella of Administrative Services demonstrates the office's importance and impact on Valley Water's operations and capital programs.

Inherent risks associated with the Office of Administrative Services include the complexity of the responsibilities and functions within the Office; operational risks associated with the efficient execution of critical support functions which could impact the core operations of the District; impacts on employee satisfaction, morale, and productivity; health and safety risks related to safety programs; information technology and cybersecurity risks; and procurement and vendor management risks. Following is an evaluation of key functions or programs within the Office, along with a description of responsibilities, budget, FTEs, and inherent risks.

OFFICE OF THE CHIEF OPERATING OFFICER OF ADMINISTRATIVE SERVICES

The Office of the Chief Operating Officer (COO) of Administrative Services oversees the General Services division, Human Resources division, Information Technology division, Emergency, Safety & Security division, and Labor Relations department. The COO leads and manages the AS to achieve the Board's Ends Goals and Objectives. This includes providing Administrative Services to leadership, staff, and funding to fulfill the essential functions and responsibilities of the Office. In general, the Office provides for management activities that promote communication, human resources development, budgeting, project efficiencies and process improvement, mentoring and recruitment, and supporting District-wide and special events/efforts that benefit the whole organization.	**Budget:** $1,860,646 **FTE:** 3 **Inherent Risks:** Complexity of the Office's diverse administrative responsibilities, the general operational efficiency of managing a broad and diverse span of control, and strategic risks related to the implementation of organizational goals and objectives.

EMERGENCY, SAFETY, & SECURITY DIVISION

The Emergency, Safety and Security Division includes the Office of Emergency Services (OES), Environmental Health and Safety Unit (EH&S), and the Security Office (SO). The Division provides a safe and secure environment for Valley Water infrastructure, staff, and facilities, while maintaining a level of preparedness to respond to unplanned incidents and events.	**Budget:** $ 14,840,573 **FTE:** 19 **Inherent Risks:** Health and safety risks for employees and the public; security risks, such as unauthorized access to facilities or other physical assets.

Security Office

The Security Office was allocated a Fiscal Year 2023-24 budget of $ 7,238,321 for a total of five (5) FTE. This office provides risk-based security capabilities through a preparedness cycle encompassing analysis, development, planning, and verification. Its role involves safeguarding critical infrastructure and personnel against various threats, including terrorism and vandalism, using a guard force, patrols, remote monitoring, and a Security Operations Center. However, it's important to note that the Security Staff and Guard Force do not possess law enforcement powers and are not equipped with firearms, which limits their ability to respond to potential high-order threats effectively. Despite facing challenges relating to the sufficiency of the security office's infrastructure, such as an outdated CCTV and access control system and dealing with

issues related to the unhoused population, the SO serves as a crucial liaison between Valley Water and law enforcement agencies.

Environmental Health & Safety

The Environmental Health & Safety Unit performs a wide range of activities including:

- Workplace Health and Safety, including environmental, health and safety written program development and maintenance, technical and behavioral safety training, incident investigation services, ergonomic evaluations and corrective measures, contractor safety program evaluation, safety inspection and audit services and support, hazard analysis and risk prevention services, fall protection surveys and fall hazard mitigation, OSHA compliance oversight and monitoring, Department of Transportation driver safety program, alcohol and drug abuse prevention and testing services, and industrial hygiene services.

- Hazardous materials management, including storage and disposal management; electronic waste and recycling compliance and annual report submittal; underground and above ground storage tank inspections and permitting; Hazardous Materials Business Plans development and submittal; environmental regulatory facilities permit management; 24/7 hazardous materials emergency response capabilities; Spill Prevention, Control, and Countermeasure Program, which is designed to help prevent the discharge of oil into the water supply; and the California Accidental Release Program, which aims to prevent the accidental release of hazardous substances that could harm the public; among other programs.

- Additionally, the Environmental, Health and Safety Unit responds to requests from customers for specific health and safety services consultation and program assistance to ensure that Valley Water's health and safety programs are functional and sustainable. It also acts as Valley Water's liaison with applicable regulatory agencies when required.

Key inherent risks associated with these roles and responsibilities relate to the health and safety of the public and Valley Water employees, ensuring regulatory compliance regarding the management and control of hazardous substances as well as potential discharge affecting ground and surface water, and managing costs associated with regulatory permit fees, hazardous waste disposal fees, regulatory training costs, and supplies and equipment.

Office of Emergency Services

The Office of Emergency Services Unit is responsible for ensuring comprehensive, integrated, risk-based, emergency management for the personnel and critical infrastructure of Valley Water. Emergency Services manages the Valley Water Emergency Operations Plan, the Business Continuity Program, the FEMA-approved Local Hazard Mitigation Plan, and the development of Stream/Flood Emergency Action Plans. The program is also responsible for maintaining inter-agency relationships, Multi-Agency Coordination systems, Mutual Aid and Emergency Assistance Agreements, managing a Training and Exercise Plan that meets Standardized Emergency Management System (SEMS) and National Incident Management System

(NIMS) requirements, managing a dedicated Emergency Operations Center, and promoting California Office of Emergency Services (CalOES) professional credentialing.

Ultimately, risks associated with the effectiveness of emergency response units are dependent on the extent to which they adhere to best and leading practices in preparing for, responding to, and mitigating the effects of emergencies. This includes mitigating delays in emergency response coordination and communication, adequacy of emergency response plans for water supply interruptions, and ensuring compliance with state and federal emergency management regulations. It also includes seeking accreditation through the Emergency Management Accreditation Program and ensuring adequate emergency and temporary staffing levels to avoid delays and cost overruns.

Information Technology Division	
Provides management oversight, leadership and strategic support for Information Technology Infrastructure, Information Security Services, and Software Services, to ensure operational effectiveness and fiscal accountability. The Information Technology Division serves the technology needs of Valley Water. The division delivers and maintains key information technology services that meet current and future needs of Valley Water. The division also provides oversight of effectiveness, efficiency, and implementation of major Information Technology initiatives.	**Budget:** $ 34,798,353 **FTE:** 39 **Inherent Risks:** Maintaining cost-efficiency and compliance; improper use of data; the internet of things (IoT) vulnerability; system failures; cybersecurity; reliability and functionality of systems and applications; ensuring proper controls over sensitive assets and data; effective disaster recovery; risks, including data breaches and cyber-attacks; ensuring infrastructure is designed to meet current and future needs of employees, customers, and the public. Staffing challenges arise from both limited human resources and a significant burden of technical debt, primarily driven by the necessity to support legacy, outdated, and redundant applications. These challenges are further compounded by the extensive overlap among various projects, highlighting the critical requirement for centralized IT governance and project approval processes.

Information Technology Projects & Business Operations

The Information Technology Projects and Business Operations Unit is responsible for project management, strategic planning and alignment, complex analysis, program development, compliance, policy development, budget, and reporting and financial planning. It ensures innovative technologies are effectively utilized across the organization; prioritizes and sequences technology projects; and leads, plans, oversees and participates in the more complex and difficult work of staff responsible for providing administrative, human resources, financial, and compliance support to the Information Technology division.

With these roles and responsibilities, the inherent risks include risks associated with Information Technology project management, including scope creep and budget overruns; data breaches or cyberattacks that could compromise sensitive customer and operational data; business continuity planning and disaster recovery for IT systems.

Software Services

The Software Services Unit develops (where appropriate), supports, and maintains Valley Water's business applications. These include Valley Water's Enterprise Resources Planning (ERP) system (Infor), work and asset management system (Maximo), project management system (ProjectMates), resource management system (Vemo), geographic information system (GIS), in-house applications, and the Valley Water's internet and intranet, among many other enterprise-wide or limited use systems.

With these roles and responsibilities, the inherent risks include risks related to software development and customization for critical water management systems; software vulnerabilities and patch management; and ensuring software compliance with regulatory standards.

Infrastructure Services

The Infrastructure Services Unit is responsible for implementing and maintaining the network and data-center infrastructure, cybersecurity posture, telephone systems, communications systems, tablets, workstations, and connectivity (e.g., servers, networks, WIFI, etc.). This unit maintains a help desk and serves as the first point of contact for staff to report issues; troubleshoots, resolves issues, and escalates more significant concerns; and supports Audio/Visual needs enterprise-wide, including the Board Room.

With these roles and responsibilities, the inherent risks include cybersecurity, both with respect to Valley Water's own infrastructure and the many independent cloud-based solutions currently employed by the District. It also includes risks related to the maintenance and security of critical IT infrastructure; system downtime and its impact on water supply and customer service; and infrastructure scalability to accommodate growth and changing technology needs.

General Services Division	
The General Services Division is responsible for purchasing of goods and consultant services, construction contract award and compliance, facility and fleet management, business support, and warehouse services in support of Valley Water's mission and operational needs.	**Budget:** $ 40,994,675 **FTE:** 71 **Inherent Risks:** Procurement and vendor management risks, including procurement fraud and conflicts of interest.; inventory and asset management risks, including misplacement or loss of assets; ensuring competitive and transparent bidding processes; vendor performance and contract compliance; delays and cost overruns in construction projects; quality control and safety risks in construction; compliance with safety standards for equipment operation; maintenance and safety risks related to district facilities; and energy management and sustainability initiatives.

Purchasing & Consulting Contracts Services Unit

The Purchasing & Consulting Contracts Services Unit provides strategic and technical sourcing for the purchase and acquisition of all goods, services, consulting services and contracts; manages the competitive solicitations for all procurements, including goods and general services, as well as professional

services; and provides guidance related to contract administration and support. As part of this responsibility, General Services also manages Valley Water's Small and Local Business Enterprise Program, which conducts outreach for consultant contracts to tap into the community for small and local business opportunities.

With these roles and responsibilities, the inherent risks include ensuring the availability of efficient and effective procurement and contracting vehicles to meet the needs of Valley Water programs; ensuring the most competitive price for high-quality goods or services, transparency in purchasing decisions, and compliance with relevant laws and regulations; ensuring proper segregation of duties between purchasing and accounts payable functions; ensuring compliance with requirements related to supplier diversity while promoting opportunities for small and local businesses; and avoiding potential conflicts of interest and other forms of fraud, waste, or abuse.

Construction Contracts Support Unit

The Construction Contracts Support Unit is responsible for the development and solicitation of Valley Water's construction contracts, which are typically structured as design-bid-build contracts; providing analytical support for both Water Utility Enterprise and Watershed capital projects; assisting with status reporting related to the contracts; and ensuring labor compliance of construction contractors during construction. With these roles and responsibilities, the inherent risks include potential inefficiencies or delays in contracting that could lead to project delays, the potential that contract language could fail to provide a sound basis for controlling costs or otherwise protecting the interests of the District, and the potential the contract vehicles available to the District are not sufficient to meet Valley Water's needs.

Notably, a Contract Change Order Audit was recently performed in 2019. It identified change order management and administration activities for extremely large capital construction projects as areas of risk and recommended various improvements, including requiring Independent Cost Estimates, establishing a separate advisory body for change order approval, enhancing constructability reviews, centralizing procurement activities, and developing a Resource Services Office (RSO) to support project and construction managers and promote uniform implementation of change order management across all capital projects.

Equipment Management Unit

The Equipment Management Unit is responsible for procuring, maintaining, and managing a fleet of passenger and utility vehicles for use by Valley Water employees; maintaining an inventory of Class IV equipment (construction materials such as fortification and barrier materials), handheld equipment, and other non-information technology tools and assets used by the Water Utility and Watershed operations. Inherent risks include maintaining adequate internal controls over vehicle and maintenance assets; ensuring competitive procurement for all assets; and ensuring an effective preventive maintenance program; and controlling all assets in a manner that prevents theft or misuse.

Facilities Management Unit

The Facilities Management Unit seeks to provide a safe and well-maintained work environment in all facilities owned by Valley Water, apart from water utility facilities. This includes providing customer service

and core maintenance functions such as building repairs, heating, ventilation, air conditioning, plumbing, electrical, life safety, elevator services, and janitorial services. Inherent risks associated with this responsibility include maintaining facilities in a responsive, timely, and cost-effective manner; controlling high-risk assets (tools, equipment, etc.); energy management and sustainability initiatives; workforce safety; managing cost increases stemming from emergency repairs, as well as controlling costs to ensure allowability and avoid cost over-runs; and maintaining an asset inventory system that is up-to-date and reflects reasonably accurate condition assessments of facilities sufficient to enable an effective preventive maintenance program. Like many facilities maintenance programs, deferred maintenance remains a concern.

Business Customer Support & Warehouse Unit

The Business Customer Support & Warehouse Unit provides operational support including staffing the public counter and managing cashiering operations, the switchboard, mail delivery, reprographic, word processing and forms, and inventory control services. It also serves as the central receiving and distribution point for the organization and manages the central stores / warehouse operation as well as distributed storage locations. With these roles and responsibilities, the inherent risks include risks related to customer service; inventory management and control, including the prevention of theft or misuse of Valley Water assets; and timely and accurate fulfillment of customer requests.

Human Resources Division

The Human Resources Division is responsible for planning, managing, directing, and coordinating the staff and operations to provide Valley Water assistance in the areas of human resources. The Division includes four (4) functional units and eight (8) distinct programs. Human Resources is responsible for strategic planning; identifying workforce requirements needed to achieve goals; analyzing trends with data analytics; ensuring compliance with local, state, and federal regulation; administrative responsibilities (e.g., employee benefits, employee records); employee development; creating an inclusive work culture that thrives on a diverse workforce; succession planning; and maintaining and updating Human Resource policies that comply with the law and meet organizational goals.	**Budget:** $ 15,038,569 **FTE:** 31 **Inherent Risks:** Effectively recruiting, developing, and retaining a talented workforce that meets Valley Water's needs today and in the future; promoting a culture that fosters a work environment conducive to Valley Water's mission and a safe and healthy work environment; and ensuring compliance with employment laws and regulations.

HR Business Services Unit

The HR Business Services Unit is responsible for updating Human Resource policies, procedures and quality assurance/quality control documents that are currently outdated and will provide dedicated recruitment sourcing services through targeted outreach, developing outreach lists for each classification, and utilizing software solutions to expand recruitment efforts. With these roles and responsibilities, the inherent risks include risks related to HR administration and record-keeping; compliance with labor laws and regulations; and data security and privacy of HR information.

Labor Relations / Ethics & Equal Opportunity Program

The Labor Relations / Ethics & Equal Opportunity Program (EEO) Unit promotes a proactive and positive labor relations program, in compliance with legal mandates, negotiated agreements, and constructive

management principles. Labor Relations represents Valley Water management in all matters involving matters covered under collective bargaining agreements and employee relations involving represented employees. Labor Relations negotiates, interprets, applies, and enforces contracts and regulations, and acts as a resource in the areas of administrative policies and procedures. This program also interprets memoranda of understanding (MOU's) and bargain with labor representatives; conducts EEO investigations; and ensures alignment with ethics. With these roles and responsibilities, the inherent risks include labor relations risks, including labor dissatisfaction, disputes or strikes; ethical concerns and conflicts of interest; ensuring equal opportunity; and compliance risks concerning adherence to labor laws and regulations.

Total Rewards & Data Analytics Unit

The Total Rewards & Data Analytics Unit provides recommendations utilizing multiple data types, business knowledge, and strategic assumptions in addition to data-generated resources to produce decision-making. With these roles and responsibilities, the inherent risks include risks related to employee compensation and benefits; data security and privacy in compensation data; and compliance with reporting requirements.

Benefits & Wellness Program

The Benefits & Wellness Program is responsible for the administration of employee and retiree benefit plans, conducting new hire orientations and separations, processing payroll and HR transactions, and administration of the award-winning Wellness Program (includes fitness reimbursement, ongoing employee education on overall various health initiatives, annual wellbeing fair, lunch and learns, employee rewards, etc.). With these roles and responsibilities, the inherent risks include risks related to employee health and wellness initiatives; benefits administration and compliance with healthcare regulations; and program effectiveness in promoting employee well-being.

HRIS Administration & Data Analytics Program

The HRIS Administration & Data Analytics Program utilizes a Human Resources Information System to record, store, and manage employee data such as payroll, benefits, performance reviews, and training records. With these roles and responsibilities, the inherent risks include risks related to HR information systems, including data security; data analytics accuracy and compliance with privacy regulations; availability and reliability of HR data for decision-making.

Classification & Compensation Program

The Classification & Compensation Program conducts classification reviews, pay practices, salary surveys, annual equity reviews, and the development of incentive programs. With these roles and responsibilities, the inherent risks include risks related to job classification and compensation structures; compliance with wage and hour laws; and ensuring equitable compensation practices.

Talent Acquisition

Within the Talent Acquisition & Career Pathways Unit, Human Resources is responsible for recruiting and developing Valley Water's workforce. This includes administering all recruitment and examination activities for Valley Water positions; facilitating the selection and hiring processes designed to fill vacant positions;

leading and directing internship programs designed to introduce individuals to the work of Valley Water, which may lead to future employees; administering the temporary staffing program; and partnering with community organizations and colleges for workforce planning.

Inherent risks associated with this responsibility is the potential for unsuccessful talent acquisition and management resulting in a District workforce that does not meet the needs of Valley Water, its customers, or the public; unfair interviewing, selection, or hiring practices or favoritism, diminishing District goals related to diversity, equity, and inclusion; diversity in hiring and promotion; compensation levels that are insufficient to attract, retain, and motivate a talented and qualified workforce; a classification system that fails to facilitate the hiring of entry-level positions and the development of the District's future leaders; and the potential that background check practices fail to indicate problematic histories of candidates.

Workforce Development Program

Also, within the Talent Acquisition & Career Pathways Unit, Human Resources is responsible for facilitating the development of Valley Water's future workforce. Its Workforce Development Program helps to guide employees' into the future by administering workforce development and succession planning, developing long-term recruitment strategies within the community, providing technical and non-technical training programs, assessing the needs of Valley Water employees and career goals, identifying current and future business needs, promoting professional development, administering the District's performance evaluation program, and administering wellness activities and events. This Unit is also responsible for developing and administering the NextGen Program, which seeks to develop the next generation of water professionals, the Career and Technical Education (CTE) program, and a roadmap to connect high school and college students to future career goals.

With these responsibilities, inherent risks include consistency in training among divisions; coordination of work-specific or technical training provided by divisions and general workplace training (e.g., supervision, leadership development, skills enhancement, and mandatory training programs) provided by Human Resources to ensure an effective holistic workforce development program; resistance to change; and the potential for misalignment between workforce development and succession plans and Valley Water's strategic goals and objectives.

Risk Summary

Based on this assessment, we find that all key programs and divisions within Administrative Services represent moderate- to high-risk. Districtwide, management expressed general satisfaction with the District's information systems and other business areas within Administrative Services, but also noted opportunities for improvement. Program areas throughout Valley Water depend on Administrative Services in nearly everything they do—recruiting staff to perform critical work, procuring goods and services needed to perform critical tasks, managing the physical assets needed to maintain Valley Water's infrastructure, providing the information systems needed to facilitate and support staff's work, etc. The transactional nature of much of Administrative Services' work, its control of significant physical assets, and its role in procuring goods and services (and expending District monies), all contribute to risk rating that warrant performance audit resources. In Exhibit 14, we illustrate the relative risk ratings of Administrative Service's operating divisions.

EXHIBIT 14. PROGRAM RISK RATINGS



This risk assessment revealed the following potential audits and objectives:

1) Information technology is generally considered to be a moderate- to high-risk function in any government organization, and recommended performance audits typically focus on:
    a. Cybersecurity and network hygiene;
    b. Data management protocols;
    c. Customer service efficiency;
    d. Disaster recovery planning;
    e. Cost-effectiveness of operations, including contracting and purchasing; and
    f. Information technology project management policies, processes, and practices, and the consistency of the IT Department's efforts with best practices.
2) Determine whether the District's human resources management activities are consistent with industry standards; sufficient to ensure compliance with federal, state, and local laws and regulations; effective in attracting, retaining, and motivating a highly talented, qualified, and effective workforce; and appropriately resourced and right-sized for Valley Water. This should

include key elements of human resources management, such as policies and procedures related to and its administration of the following:

a. Hiring and recruiting;

b. Classification and compensation;

c. Employee recordkeeping;

d. Human Resources Information System functionality and system controls;

e. Employee relations and performance management;

f. Benefits administration;

g. Workplace investigations;

h. Professional and workforce development, training, and succession planning;

i. State and federal compliance.

3) The administration of compensation practices to ensure employer costs are appropriately controlled by determining whether benefit enrollment processes appropriately control employee enrollment and cost-sharing, including the verification of dependent eligibility, and the recording of employee compensation within Infor to ensure compensation (including bonuses and other differential pay) are appropriately approved and authorized.

4) Cashiering processes, including those performed through differing information and cashiering systems, the impact that staff turnover has had on cashiering operations, and the role of Finance and Administration in ensuring adequate internal and system controls associated with each.

5) Valley Water's facilities maintenance program, including evaluating the Department's ongoing control, monitoring, assessment, and maintenance of Valley Water facilities and properties to identify opportunities to enhance efficiencies and protect District assets.

6) Valley Water's equipment management program, including determining the extent to which the acquisition, maintenance, and control of equipment and fleet vehicles are performed in a manner consistent with best practices, controls over sensitive assets are effective to prevent misuse, routine and preventive maintenance is performed in accordance to acceptable guidelines, the potential for abuse of District vehicles/fuel/equipment is appropriately mitigated, and practices are both efficient and effective.

7) The overall efficiency of the Emergency, Safety, & Security Division, and the extent to which the Division carries out its responsibilities in a manner consistent with best practices and regulatory requirements.

8) Warehouse operations, including the processes and protocols for inventory acquisition and management, conducting inventory audits, and otherwise controlling assets held in inventory, and the efficiency and effectiveness of such processes.

9) The practices of the Business Customer Support program, including its business and workload management practices, to identify potential inefficiencies or opportunities for improvement in the program's operational activities and administrative functions.

10) Procurement activities, including General Services' practices relating to the following:

a. Ensuring consistency with Valley Water policies, procedures, and other relevant guidance;

b. Proper segregation of duties with accounts payable functions and operational activities;

c. Consistency with best practices;

d. Efficiency in executing procurements in a manner that meets districtwide needs;

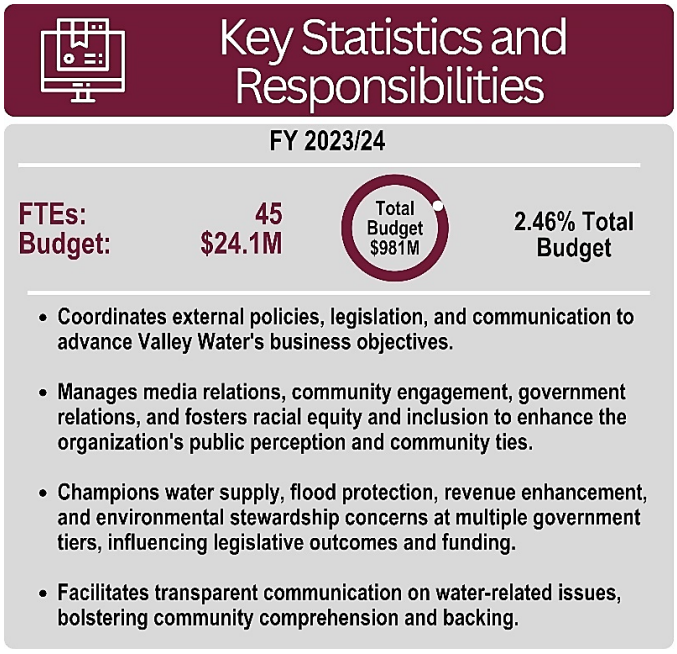
e. Timeliness of contracting and procurement practices, including the identification of potential bottlenecks;

f. Evaluating the appropriateness of the procurement vehicles used for different types of procurements, including the purchases of goods and supplies, professional services, construction contractors, operations and maintenance contractors, and other types of procurements; and

g. Benchmarking research, including the extent to which Valley Water's procurement practices compare with other public sector agencies.

External Affairs

With an approximate budget for the Fiscal Year 2023-24 year of $ 24.1 million—representing 2.46 percent of the District's overall budget—and 45 FTE positions, External Affairs is managed by a Chief Operating Officer who reports directly to the Chief Executive Officer. External Affairs is responsible for overseeing and coordinating strategic external affairs initiatives, encompassing the Office of Communication, Office of Civic Engagement, Office of Government Relations, and Office of Racial Equity, Diversity, and Inclusion.



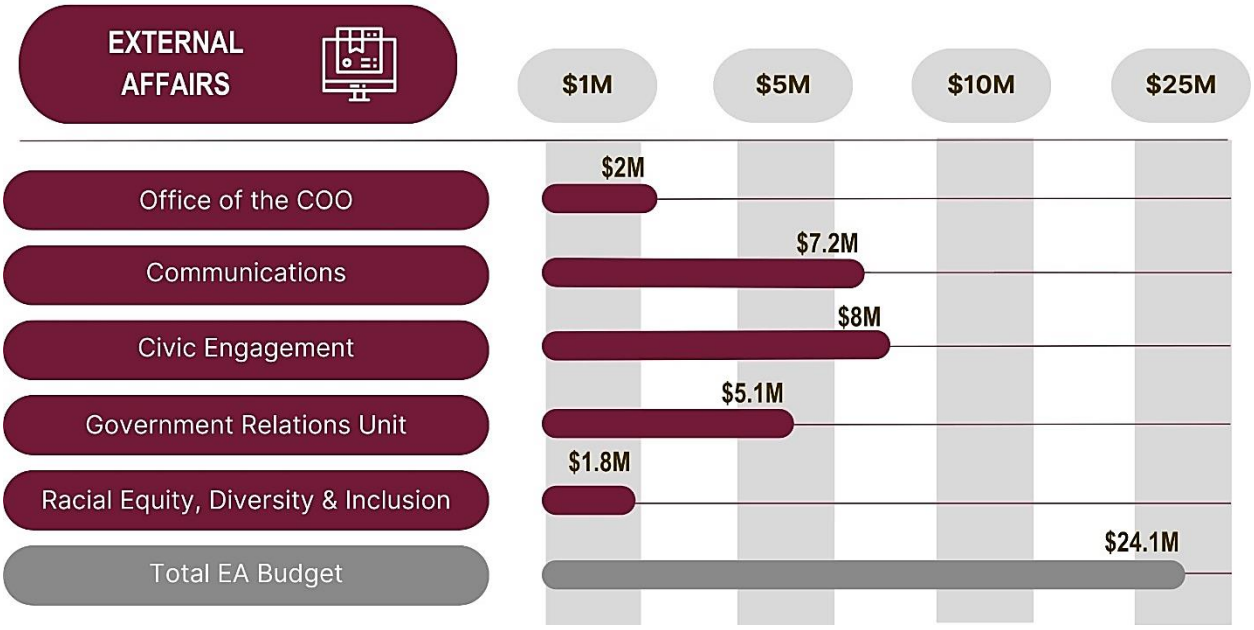
The primary roles of External Affairs include actively planning, integrating, and executing external policies, legislation, and communication efforts to address Valley Water's business interests, encompassing media relations, community engagement, government relations, and the promotion of racial equity and inclusion.

In Fiscal Year 2023, External Affairs cites various accomplishments, including welcoming employees' return to in-person work through over 25 employee resource group-led events, including lectures, cultural celebrations, volunteering, and networking events. Employees enjoyed these opportunities to reconnect with peers after COVID-19. Over 1,100 participants attended these events through Q3; launched two new pilot DEI capacity-building trainings: Conscious Conversations and Uncovering Racism; and adopted first-

time resolutions acknowledging: Filipino American History Month (October), German American Heritage Month (October), Italian American Heritage Month (October), Polish American Heritage Month (October), International Holocaust Remembrance Day (January), Lunar New Year (February) and Genocide Remembrance Day (April).

External Affairs is organized into five units: The Office of the Chief Operating Officer of External Affairs, Office of Communication, Office of Civic Engagement, Office of Government Relations, and Office of Racial Equity, Diversity, and Inclusion. Exhibit 15 provides a breakdown of each unit's budgeted expenses for Fiscal Year 2023-24.

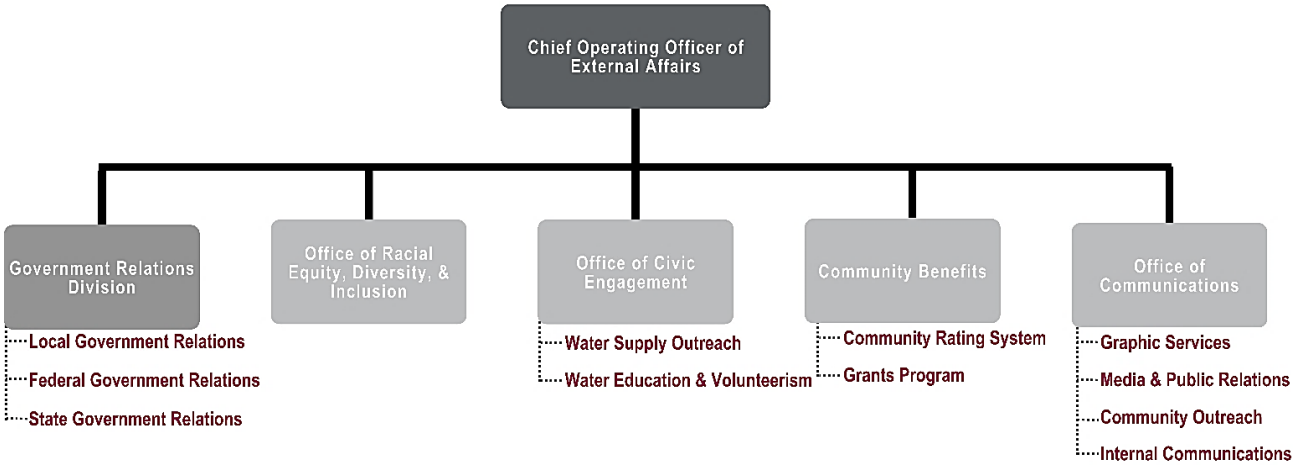
EXHIBIT 15. BUDGET BREAKDOWN BY UNIT



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

External Affairs allocates functional responsibilities to each of the five areas as depicted in Exhibit 16.

EXHIBIT 16. OFFICE OF EXTERNAL AFFAIRS ORGANIZATIONAL STRUCTURE



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

Risk Analysis

The Office of External Affairs is vital to Valley Water's strategic operations, overseeing and coordinating various external affairs initiatives. External Affairs comprises units such as Communication, Civic Engagement, and Racial Equity, Diversity, and Inclusion, as well as the division of Government Relations. Its primary role involves strategic planning and integration of external policies, legislation, and communication efforts to address Valley Water's business interests, including media relations, community engagement, government relations, and promoting equity and inclusion.

Integrating diverse units, such as Communication, Civic Engagement, Government Relations, and Racial Equity, Diversity, and Inclusion, reflects the District's commitment to fostering inclusivity, promoting equity, and addressing community needs. However, the wide range of functions within External Affairs may also pose challenges regarding coordination and resource allocation. Ensuring effective communication and collaboration among units can be complex, potentially leading to inefficiencies or overlapping efforts. Additionally, the Office of Racial Equity, Diversity, and Inclusion's success in promoting a diverse workforce and addressing environmental justice relies on the commitment and involvement of all stakeholders across the organization. Failure to prioritize equity initiatives could hinder progress and impact the District's reputation and social standing.

Inherent risks associated with the External Affairs include strategic risks related to the development and implementation of external affairs plans and initiatives; regulatory and compliance risks due to the changes in legislation and government policies, risks associated with insufficient progress in promoting diversity and inclusion within the District's operations; the effectiveness of civic engagement strategies in connecting with the community; and communication risks related to the accuracy, timeliness, and transparency of information shared with stakeholders. Following is an evaluation of key functions or programs within the Office, along with a description of responsibilities, budget, FTEs, and inherent risks.

Office of the Chief Operating Officer of External Affairs

External Affairs is responsible for programs that increase employee and community awareness and engagement on Valley Water programs, projects, and challenges. External Affairs provides the strategic planning and integration of external policies and legislation as it relates to the business interests of Valley Water and is responsible for managing Valley Water's relationships with the community, government officials, the media, and other key stakeholders. External Affairs is also responsible for managing racial equity, diversity, and inclusion efforts.	**Budget:** $ 1,993,349 **FTE:** 5 **Inherent Risks:** Strategic risks related to the development and implementation of external affairs plans and initiatives. Reputational risks arising from external affairs decisions that may be controversial or negatively perceived by stakeholders.

Office of Civic Engagement Unit

Through collaborations, educational initiatives, community service options, and grant programs, the Office of Civic Engagement (OCE) actively fosters connections with the community. Its primary aim is to establish a solid foundation of trust and support for Valley Water's objectives and mission. OCE is responsible for managing several key programs, including the Safe, Clean Water Grants & Partnerships Program, Public Art initiatives, Education Outreach efforts, the Water 101 Academy/Ambassadors Program, Creek Stewardship projects, Water Supply Outreach activities, and the Community Rating System. Additionally, OCE provides programmatic oversight and coordination for the Board Advisory Youth Commission and the Low-income Residential Water Rate Assistance Program.	**Budget:** $ 7,959,139 **FTE: 13** **Inherent Risks:** Strategic risks related to the effectiveness of civic engagement strategies, ensuring these strategies genuinely resonate with diverse community members, are crucial to maintaining public trust and credibility. Additionally, community engagement can be challenging, given the need to navigate potential conflicts and competing interests within local communities. OCE also faces risks associated with flood insurance ratings; failure to meet rating criteria could result in reduced discounts for flood insurance, affecting the community. Lastly, budget constraints may limit OCE's outreach and engagement efforts, necessitating effective resource management to fulfill its mission despite potential financial limitations.

Water Supply Outreach Program

The Water Supply Outreach Program focuses on raising public awareness about water supply issues, engaging with the community through events and programs, and building relationships with local governments. Challenges include effectively communicating complex water supply topics to diverse audiences and addressing potential resistance or misunderstandings.

Water Education & Volunteerism Program

The Water Education & Volunteerism Program is responsible for educational outreach programs and fostering community engagement through volunteer opportunities. Challenges involve maintaining sustained interest and participation in educational initiatives and coordinating volunteers effectively for various water-related projects.

Community Benefits Program

The Community Benefits Program works on initiatives to benefit local communities through projects, partnerships, and outreach efforts. Challenges may include balancing the diverse needs and expectations of different communities and ensuring equitable distribution of benefits.

Community Rating System Program

The Community Rating System Program manages efforts to raise community awareness about flood risks and encourages participation in the Community Rating System for potential flood insurance discounts. Challenges include maintaining effective communication channels among key stakeholders and the public, as well as promoting active participation.

Office of Government Relations Unit

The Office of Government Relations advocates at the local, regional, state, and federal levels to promote and advance the water supply, flood protection, revenue enhancement, and environmental stewardship interests of Valley Water and the residents of Santa Clara County, in alignment with the Board's legislative priorities. Government Relations serves as the internal and external connection for legislation, development of strategic support and opposition, and supplemental funding opportunities for Valley Water.	**Budget:** $ 5,118,321 **FTE:** 10 **Inherent Risks:** Regulatory and compliance risks due to changes in legislation and government policies. Advocacy risks associated with the representation of the District's interests to government entities.

Local Government Relations Program

The Local Government Relations Program focuses on fostering positive relationships with local government bodies to advocate for water-related projects and initiatives. Challenges may involve navigating competing interests and aligning district goals with local priorities.

Federal Government Relations Program

The Federal Government Relations Program advocates for federal funding and support for district projects, managing relationships with federal agencies and legislators. Challenges include coordinating efforts at the federal level and addressing regulatory hurdles.

State Governmental Relations Unit

The State Governmental Relations Unit is responsible for advocating for district interests at the state level, securing funding and permissions for projects. Challenges include managing relationships with state officials and navigating the complexities of legislative processes.

Racial Equity, Diversity, and Inclusion Unit

The Office of REDI serves to strengthen and expand Valley Water's ability to deliver innovative services through the development, implementation, and oversight of policies to advance equity, diversity, and inclusion (DEI) efforts. Through collaborations with internal stakeholders, REDI works to help attract, retain, and promote a diverse and talented workforce. REDI also helps to promote environmental justice externally to all the communities Valley Water serves, and fosters engagement with local tribal communities. REDI initiates DEI training efforts and hosts cultural speaker engagements to increase staff awareness of underserved communities. REDI also serves to guide and support the work of Valley Water's Employee Resource Groups, of which memberships to a chartered Valley Water ERG is free and open to all employees	**Budget:** $ 1,757,075 **FTE:** 4 **Inherent Risks:** Risks associated with insufficient progress in promoting diversity and inclusion within the District's operations. Reputational risks if the unit's efforts are perceived as insincere or inadequate by stakeholders.

The Racial Equity, Diversity, and Inclusion Unit was established in Fiscal Year 2020-21 to provide expertise and leadership in the areas of employee relations, employee engagement, diversity and inclusion, and

workplace culture—and to do so from a perspective dominated by the principles of diversity, equity, and inclusion. Since it was established, the role of the Unit has evolved from an internal focus on DEI initiatives to a more externally focused equity assurance effort, guided by the Strategic Master Plan and Equity Action Plans. Key challenges include continuing to refine the unit's role respective to the District as a whole.

Office of Communications Unit	
The Office of Communications informs, engages, and educates the community, including Valley Water employees, on water conservation, water supply and quality, flood protection and environmental stream stewardship efforts. Communications provides timely responses to media inquiries on relevant topics. Through social media platforms, marketing campaigns and public relations efforts, Communications highlights the work of Valley Water and its Board of Directors.	**Budget:** $ 7,274,122 **FTE:** 15 **Inherent Risks:** Communication risks related to the accuracy, timeliness, and transparency of information shared with stakeholders. Crisis communication risks if the District faces reputational challenges or public incidents.

Graphic Services

The Graphic Services Program handles visual design and collateral creation for various departments, ensuring consistent branding and effective communication. Challenges may involve managing design requests from different teams and delivering high-quality materials within tight deadlines.

Media & Public Relations

The Media & Public Relations Program is responsible for managing the District's media presence, responding to press inquiries, and promoting district initiatives. Challenges include maintaining a positive public image and effectively addressing media inquiries during crisis situations.

Community Outreach

The Community Outreach Program engages with the community through various programs and initiatives to raise awareness about water-related issues and encourage participation. Challenges include sustaining community interest and involvement over time.

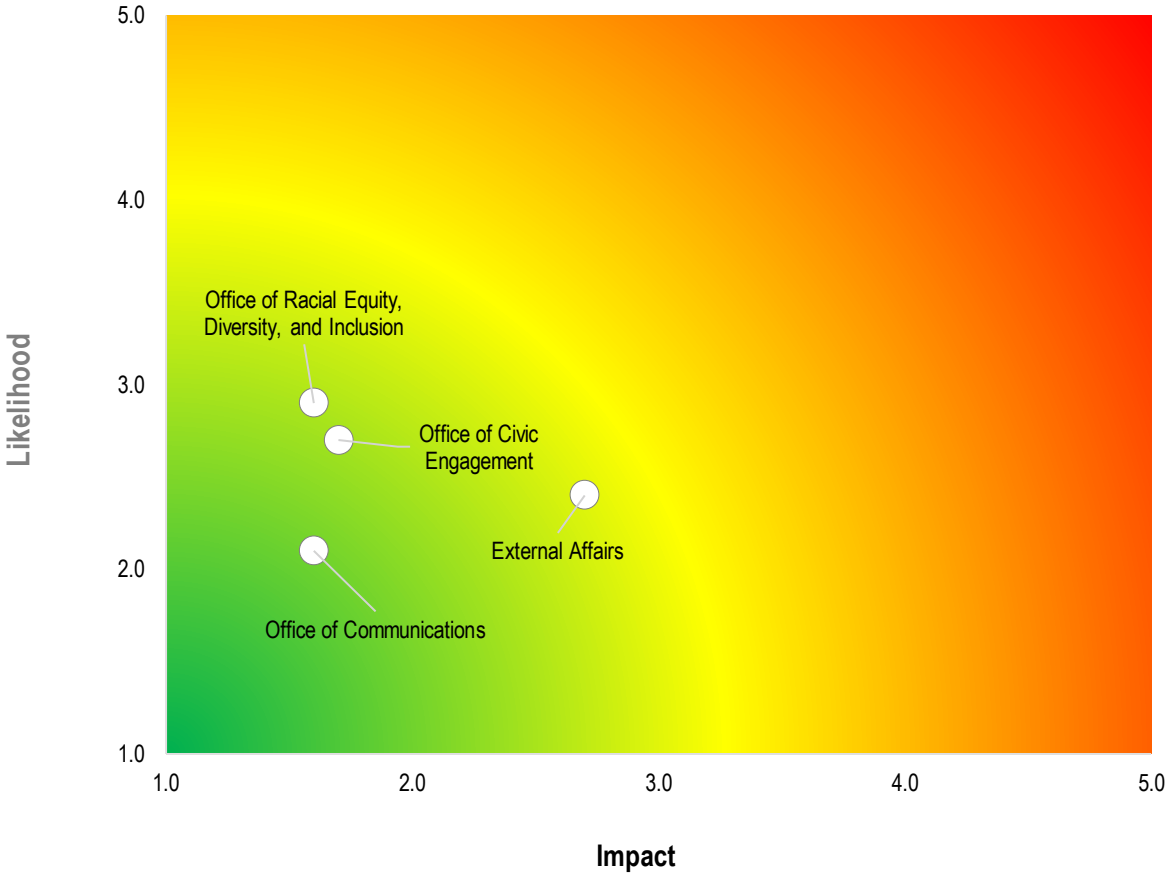
Internal Communications

The Internal Communications Program is responsible for communication within the organization, including employee engagement, events, and surveys. Challenges involve ensuring transparent and effective communication across different departments and addressing employee concerns and feedback.

Risk Summary

The Office of External Affairs has a relatively low budget and FTE allocation when compared to other Valley Water departments, and generally represents relatively low risk when compared to other departments based on our assessment of a variety of risk factors. Despite this, External Affairs is in many ways the public face of Valley Water. Because of this, the potential benefits of a performance audit of External Affairs are likely to be in assessing the overall efficiency and effectiveness of the Office's day-to-day operations. In Exhibit 17, we illustrate below the risk rankings of each unit or program area in relation to one another.

EXHIBIT 17. PROGRAM RISK RATINGS



This risk assessment revealed the following potential audit objective:

1) Evaluate the Office's business processes, information systems, and workload management practices to identify potential inefficiencies or opportunities for improvement in the Office's operational activities and administrative functions.

Office of Financial Planning and Management Services

With an approximate Fiscal Year 2023-24 budget of $98.5 million—representing 9.6 percent of the District's overall budget—and 47 FTE positions, the Office of Financial Planning and Management Services (Finance) is managed by Valley Water's Chief Financial Officer. Finance executes, records, and/or reconciles all financial transactions of the District (including the collection, receipt, disbursement and accounting of all monies received in accordance with Generally Accepted Accounting Principles), provides analyses and recommendations on decisions brought forth by operations, prepares and develops financial statements and other financial programs, manages and invests cash assets of the District, issues and manages debt instruments, prepares and manages the District's budget, conducts financial analysis and forecasting, coordinates all external and internal audits, establishes controls that minimize financial risks, and drives organizational change through a robust continuous improvement program. Finance staff also

serve as the primary advisors to the Chief Executive Officer and the Board of Directors in financial planning and advice.

In Fiscal Year 2023, Finance cites various accomplishments, including having delivered the PERS/OPEB update to the Board on March 14, 2023; presented 30-year forecast to the Board on March 28, 2023, per Board request; and established a repository for Board and management directed audits conducted in the past 10 years. Prior audit work has also noted generally sound revenue forecasting models, which serve as a basis for determining resources available for planned operating and capital expenditures.

Key Statistics and Responsibilities

FY 2023/24

FTEs: 47
Budget: $114.5M

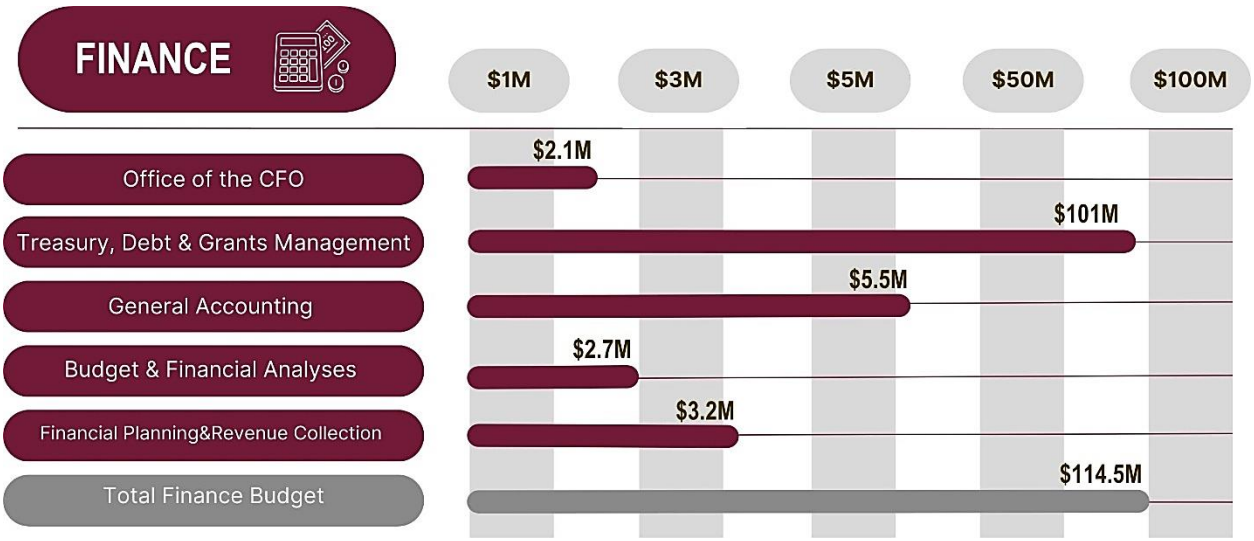


11.67% Total Budget

- **Manages financial transactions, accounting, cash assets, debt, and budgeting while advising executive leadership.**
- **Oversees treasury, debt, and grants, ensuring compliance and efficient financial operations.**
- **Prepares long-term financial plans, collects revenue, and forecasts for financial sustainability.**

Finance is organized into five units: the Office of the Chief Financial Officer; Treasury, Debt, & Grants Management Unit; General Accounting Unit; Budget & Financial Analyses Unit; and the Financial Planning and Revenue Collection Unit. Exhibit 18 below is a breakdown of each divisions budgeted expenses for Fiscal Year 2023-24.

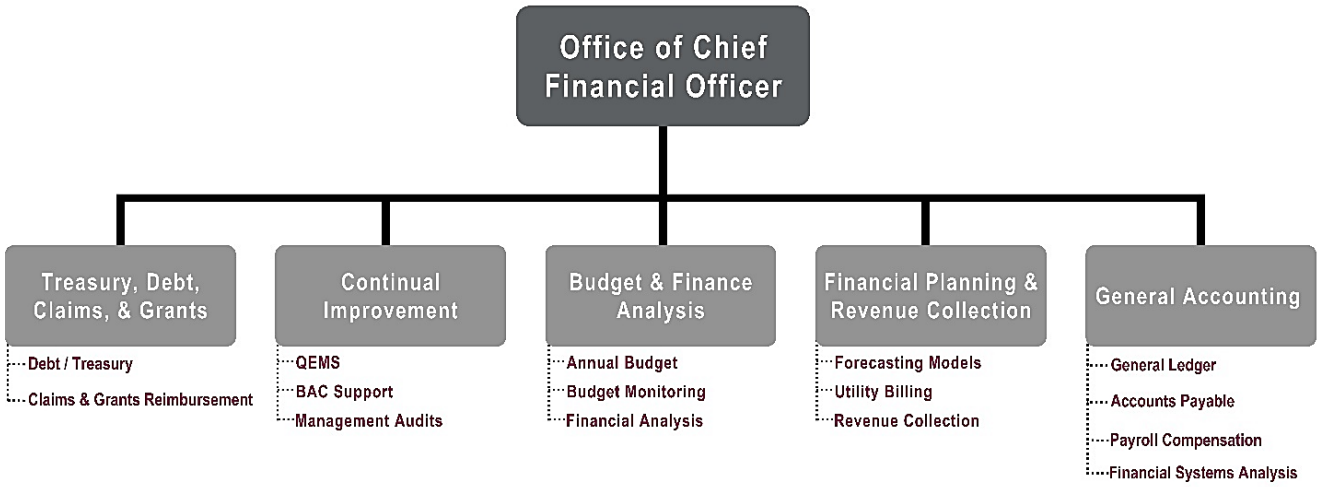
EXHIBIT 18. BUDGET BREAKDOWN BY DEPARTMENT



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

Finance allocates functional responsibilities to each of the five units as depicted in Exhibit 19 below.

EXHIBIT 19. FINANCIAL PLANNING & MANAGEMENT SERVICES DIVISION ORGANIZATIONAL STRUCTURE



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

Further, recent legislation AB 939 impacts the District's financing options, particularly concerning the use of ad valorem taxes or assessments to pay for bonds, altering the method for paying the principal, interest, and premiums for bonds. It also removes the previous $8,000,000 limit on borrowing and extends a provision related to director compensation.

Risk Analysis

Finance has a relatively low level of funding and FTEs as compared to other departments, but is responsible for a significantly high level of cash or other high-risk assets such as revenue collection from various sources, significant cash and debt management responsibilities, and federal and state grant management. Most of the divisions within Finance perform functions that are common subjects of internal and external audit activities: grant management, accounting, cash receipts and disbursements and reconciliations, etc. Generally, each employs systems of internal controls to ensure compliance, fiscal integrity, and the prevention of fraud, waste, and abuse. As is typical in many local governments, Finance is subject to annual external audits, which focus on accounting functions and general financial-related internal controls and has been historically subject to a variety of internal audits over the years.

Inherent risks associated with Finance include ensuring investment policies are fiscally sound and in line with best practices for ensuring compliance with debt and investment policies and asset allocation; engaging in effective cash management practices; complying with grants and increasing grant footprint; preventing and detecting theft; and considering the impact of cashiering operations on general accounting functions. Below, we present the key divisions/programs administered by Finance, the core responsibilities of each, and key factors contributing to the programs' risk rating.

Office of the Chief Financial Officer

Serves as a partner to assist other departments in achieving their objectives. Facilitates necessary financial transactions, provides analyses and recommendations on decisions brought forth by operations, establishes controls that minimize financial risks, and drives change or improvements in business processes or practices in order to improve productivity.	**Budget:** $ 2,097,214 **FTE:** 4 **Inherent Risks:** Financial sustainability of Valley Water; regulatory compliance; the ability to prevent and detect potential fraud, waste, and abuse, or other misuses of Valley Water assets; and effectively providing reliable and transparent financial analyses to management, the Board, and the public.

Treasury, Debt, Claims, & Grants Unit

Oversees Districtwide treasury operations, debt financing, and grants programs. This involves managing an $82 million annual debt service budget, and producing required reports for bond covenants and regulatory compliance. Comprising three sections—Treasury, Debt, and Grants—the unit supervises bank accounts, investments, supports small banks, manages short-term and long-term debt, and streamlines compliance and claims processes for improved efficiency.	**Budget:** $ 101,057,917 **FTE:** 9 **Inherent Risks:** Liquidity risk in managing debt obligations; credit risk associated with debt issuers; compliance risks in managing claims and grants disbursements; potential that investment practices could exceed the bounds of Board-established investment policies; potential for fraud or misuse of grant funds; delays in reimbursement from external grantors.

Debt/Treasury

The Treasury Unit Handles short-term and long-term debt management, including commercial paper programs and revenue-supported long-term projects. It also oversees treasury tasks such as bank account management, investments, cash management, and supporting small banks through Certificate of Deposit purchases. Inherent risks of the Debt/Treasury Services include interest rate, liquidity, credit, and other risks similar to other public sector treasury functions—and compliance with Board-adopted investment policies.

Claims & Grants Reimbursement

The Claims & Grants Unit is responsible for ensuring compliance and efficient processing of claims and grant reimbursements. This includes managing the coordination of claims, overseeing follow-ups, and streamlining the grant application and reimbursement processes. Inherent risks include ensuring compliance with grant requirements relating to timely grant disbursements, allowable uses grant funds, and potential delays in reimbursement from external grantors. To mitigate these risks, Finance is establishing a new division specializing in grant management to better coordinate and streamline the grant application, reporting, and receipting process.

General Accounting Unit

General Accounting includes the responsibility to manage the general ledger, accounts payable, payroll, and Valley Water's enterprise financial system, Infor. General ledger responsibilities generally include all accounting and financial reporting requirements, in accordance with professional standards, and the reconciliation of all accounts. Accounts payable is charged with processing payments to Valley Water's contractors, consultants, vendors, and staff expense claims, as well as administering petty cash and filing payment documents. Payroll processes the bi-weekly payroll for all Valley Water employees, employee benefits accounting, payroll tax withholdings, and submission of Federal and State reporting requirements. Financial Systems provide for the maintenance and security of payroll, benefits, human resources, and financial applications.	**Budget:** $5,487,444 **FTE:** 19 **Inherent Risks:** High magnitude of financial exposure, including compliance with financial reporting requirements; the ability to provide efficient or effective support of financial support functions; compliance with grants and increasing grant footprint; integrity and effectiveness of internal controls related to fiscal transactions of all types; inefficient or inaccurate payroll processes resulting from reported system limitations of Infor; the potential for fraud, waste, and abuse; and integration issues with other financial systems.

General Ledger

The General Ledger Unit administers all accounting responsibilities for Valley Water, the recording and reconciling of financial transactions; processing payroll, accounts payable, and journal entries; preparing financial statements; coordinating Valley Water's annual financial audit; and managing the Infor system. Inherent risks primarily relate to the potential for inaccuracies in financial records and the potential for fraud, waste, and abuse.

Accounts Payable

The Accounts Payable Unit handles check runs, reviews all expenditures for proper authorization and prior approval, processes incoming requests for payments, manages payment schedules, and maintains accurate financial records while ensuring compliance with approval processes. Inherent risks in accounts payable activities include ensuring the integrity of internal controls over the use and expenditure of District financial resources to prevent and/or detect any potential inappropriate or unauthorized expenditure. This could include the potential for inadvertent or intentional duplicate or erroneous payments, vendor fraud and invoice manipulation, inadequate documentation for expenditures, or the potential for fraud, waste, or abuse.

Payroll Compensation

The Payroll Compensation Unit is responsible for payroll processing, including W-2s and other tax filings. The unit works closely with Human Resources to ensure accurate and timely compensation for employees. Inherent risks include payroll processing errors resulting from erroneous employee timekeeping, erroneous recordkeeping by Human Resources, inappropriate application of compensation rules as set forth in collective bargaining agreements or Valley Water policies (e.g., policies related to overtime or differential pay), or Infor system limitations. Most recently, concerns have been raised regarding the functionality of Infor in processing payroll, which has led to substantial manual processes by this Unit to ensure accurate and timely payroll. As a general rule, the infusion of substantial manual processes into what is normally a highly reliable and automated function introduces the potential for human error and increases the risk of payroll inaccuracies as well as fraud, waste, and abuse.

Financial Systems Analysis

The Financial Systems Analysis Unit works behind the scenes to manage and optimize the financial system, Infor, to ensure data accuracy, perform analyses, generate standard and ad hoc financial reports, and to address system-related challenges. Inherent risks associated with this function relate to maintaining effective segregation of duties (including system access and restrictive user profiles), ensuring the optimal efficiency of the system to enable financial staff to carry out their duties in an effective and efficient manner, and the potential for system failures or data integration problems.

Continual Improvement Unit	
Through Valley Water's Quality and Environmental Management System, the Continual Improvement team plays a crucial role in strengthening the CEO's leadership and offering vital support to the Board. This involves conducting audits as directed by the CEO and providing the Board with regular updates on the status of its continual improvement efforts.	**Budget:** $782,804 **FTE**: 3 **Inherent Risks:** In general, there are not substantial risks associated with continuous improvement programs, at least as they relate to an organization's core operations, because such programs tend to be independent of such programs. However, several factors can impede continuous improvement efforts within organizations, including a lack of independence or objectivity in facilitating improvement efforts, the need to balance potential improvement initiatives with the costs of such initiatives, the potential for continuous improvement processes to become rigid and burdensome, and the potential for change fatigue.

Budget and Finance Analysis Unit	
This Unit manages the preparation of the annual operating budget, including Districtwide collaboration on funding strategies, developing, and executing the Annual Budget publication, assisting with the development of the five-year Capital Improvement Plan, maintaining multi-year financial models, forecasting and monitoring revenues and expenditures throughout the fiscal year, and coordinating with program and project managers throughout the year to provide budget and finance analyses on an ongoing basis.	**Budget:** $ 2,700,568 **FTE:** 8 **Inherent Risks:** Projected growth in operating and capital expenditures, related debt, and overall sustainability; reliability of financial models and forecasts; reasonably accurate budget-to-actual monitoring and reporting; effectiveness of the Valley Water budget as a planning tool and as a basis for performance measurement; and efficiency of the biannual budgetary process.

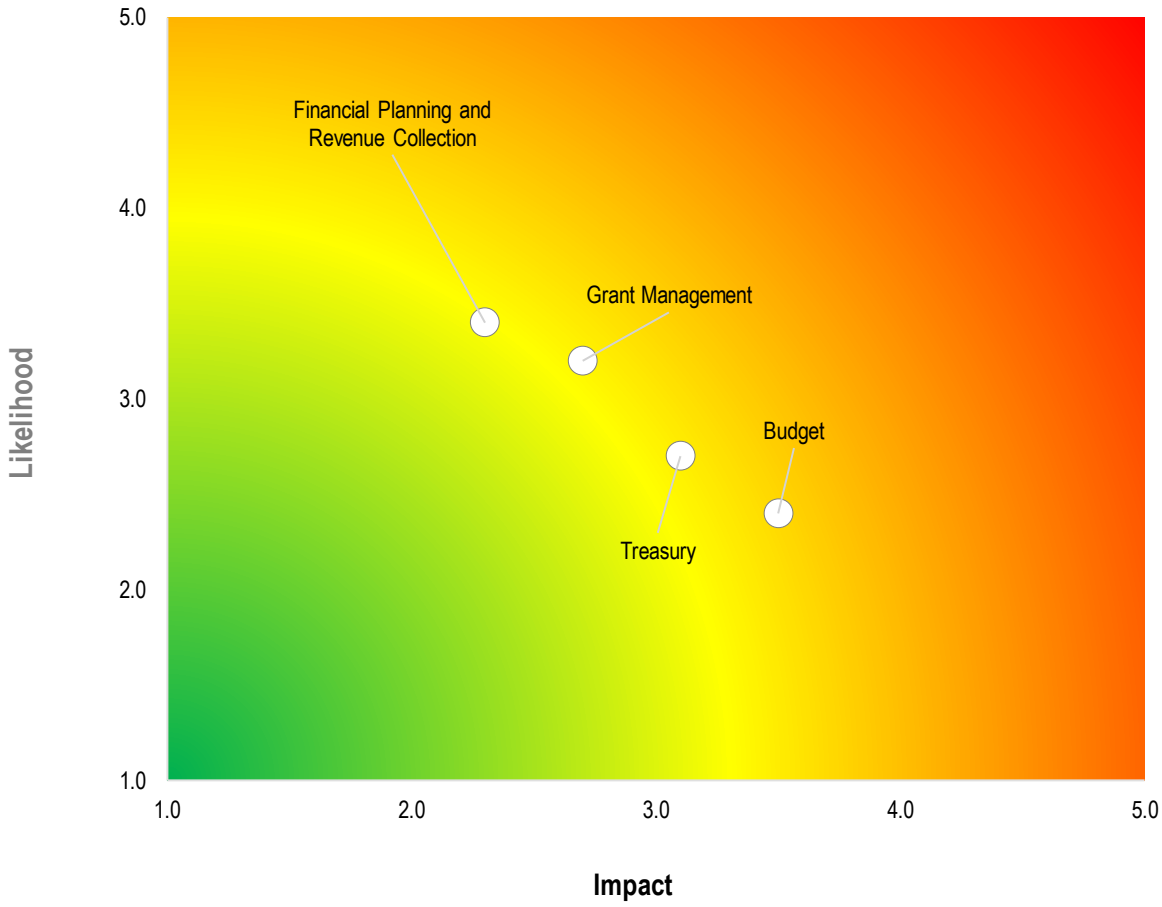
Financial Planning & Revenue Collection Unit

Financial Planning prepares and manages long term financial plans and forecasts and drives the groundwater production charge setting process. This Unit is responsible for preparing detailed financial plans and forecasting models that both management and the Board rely upon to make long-term planning decisions regarding Valley Water's infrastructure. Revenue Collection collects water revenue, property tax revenue, and benefit assessments for Valley Water. Water revenue is comprised of charges for groundwater, recycled, surface, and treated water usage. This includes billing and collection processes for various entities, including treated and groundwater retailers, water utility customers, loan owners, and surface water users. Property taxes and benefit assessments collected are the voter-approved Safe Clean Water Special Tax, Flood Control Benefit Assessment, State Water Project levy, and the allocated share of countywide 1% ad valorem property tax receipts.	**Budget:** $ 3,177,720 **FTE:** 7 **Inherent Risks:** The potential, in an environment affected by the Covid pandemic and climate change, that revenue forecasting will become increasing complex and challenging; changes in water demand affecting revenue projections; sustainability given the potential for substantial increases in capital project costs, and limitations on certain revenue streams; and balancing the need for rate adjustments with community and board expectations. Risks also include the potential that primarily manual and self-reported customer billing processes could lead to errors or otherwise under-collected fees; revenue leakage due to inaccurate metering or billing; collection difficulties for overdue accounts; risk of non-payment or late payment by customers; and the potential for fraud, waste, and abuse.

Risk Summary

Most of the divisions in Finance perform functions that are common subjects of internal and external audit activities: financial analysis, revenue forecasting, accounts payable, accounts receivable, cash management, account reconciliations and accounting practices, grant management, cash investments, cash handling, etc. Generally, each employs systems of internal controls to ensure compliance, fiscal integrity, and the prevention of fraud, waste, and abuse. Nevertheless, given the transactional nature of Finance and the significant responsibility of Finance in managing Valley Water's fiscal assets, much of the operational activities of Finance remains at the moderate-risk level. With these key factors in mind, we illustrate below the risk rankings of each division or program area in relation to one another.

Exhibit 20. Program Risk Ratings



Based on this assessment, there are several potential audit topics that warrant consideration for future audit planning.

1) Grant management activities, including determining whether existing policies and procedures; systems of internal control related to the recording, tracking, and monitoring of grant funds to ensure full compliance and recovery; and staffing and system resources are sufficient to administer, optimize, and account for grant monies in an efficient and effective manner.
2) Treasury operations, including evaluating cash management, investment, treasury functions, and determining the extent to which investment and cash management activities adhere to best practices and established investment policies.
3) Budget processes, including evaluating budget and financial planning protocols and practices, the sufficiency of budgetary tools available to Valley Water management to monitor budget-to-actual performance, and the overall efficiency and effectiveness of the District's biennial budget cycle.
4) The efficiency and effectiveness of system integration between the Finance enterprise system, Infor, and other information systems utilized to manage Valley Water fiscal activity.

5) The Completeness of policies and procedures, including how they are maintained, updated, made available and communicated to all relevant parties.

6) Accounts receivable, including assessing the manual billing processes employed by Finance to bill and collect from utility customers.

7) Financial analysis and forecasting practices, including the extent to which revenue forecasting is consistent with best practices in an environment significantly impacted by the pandemic and climate change, and the extent to which forecasting models and fiscal policies provide an effective framework for ensuring long-term sustainability.

8) Payroll and compensation practices, including whether practices ensure total compensation and payments to employees, including executive management and Board members, comply with collective bargaining agreements and Board policies.

Office of Integrated Water Management

With an approximate Fiscal Year 2023-24 budget of $783 million—representing 75.8 percent of the District's overall budget—and 619 FTE positions with Operations, the Office of Integrated Water Management (Integrated Water) is managed by the Office of the Assistant Chief Executive Officer (ACEO). The ACEO directly oversees Valley Water's Watersheds and Water Utility Enterprise business areas, which are primarily responsible for achieving Valley Water's primary goals—that is, to:

1) To achieve a reliable water supply;
2) Improve flood protection; and
3) Ensure healthy and resilient ecosystems.



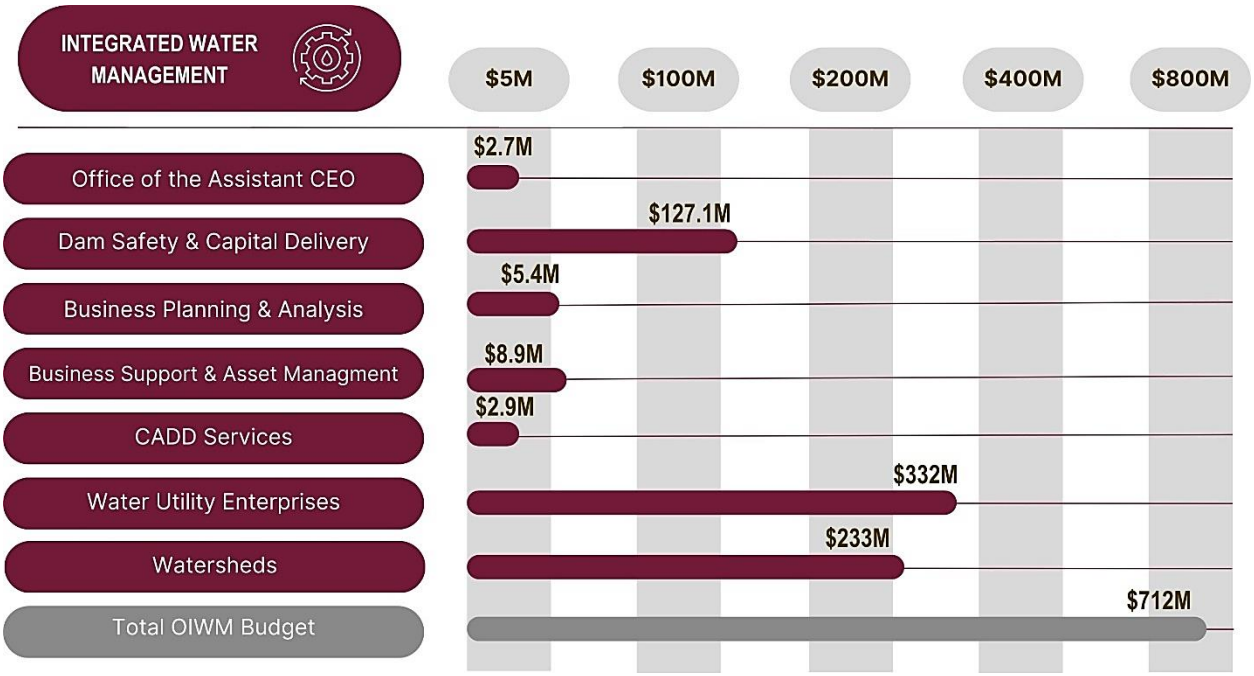
The Office of Integrated Water Management provides focused leadership to ensure a cohesive working relationship between its two major business areas—Watersheds and Water Utility Enterprises—and several cross-functional units, all with the aim of achieving the Board's Ends Policies and goals.

In Fiscal Year 2023-24, Integrated Water reported numerous accomplishments across various business areas. This includes developing the Funding Filters for Prioritization, a tool that aided the Board in making decisions regarding capital project funding; analyzing and prioritizing over 15 creeks for the Safe, Clean Water Project; completing 295 Computer-Aided Design (CADD) requests, nearly 50 percent more than was completed in Fiscal Year 2022-23; maintaining 64.85 acres of mitigation sites; implementing a new project

management software solution for use by the Capital Improvement Program (CIP) and capital project delivery teams; initiating numerous process improvements in conjunction with the recent completion of a performance audit of the CIP process; and, most importantly, meeting or exceeding drinking water standards, ensuring that all treated water delivered to customers surpassed all applicable primary drinking water requirements.

Integrated Water is organized into two primary business areas and several smaller units that support these two business areas. Specifically, Integrated Water includes Valley Water's Watersheds and Water Utility Enterprise business areas, as well as several units that support Valley Water's capital infrastructure development: the Business Planning & Analysis Unit, CADD Unit, Business Support & Asset Management Unit, and the Dam Safety & Capital Delivery Division. Exhibit 21 below is a breakdown of the budget appropriations to each program area for Fiscal Year 2023-24.

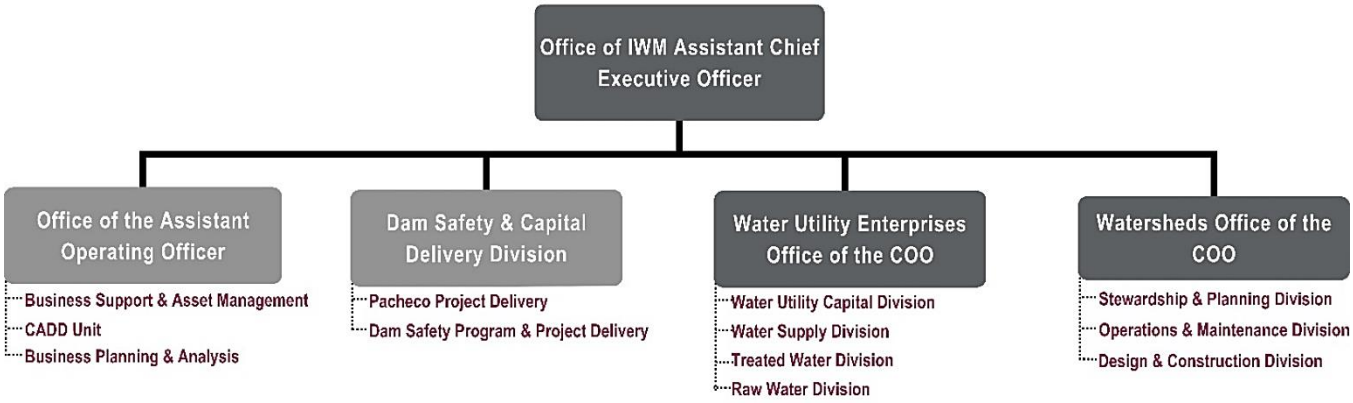
EXHIBIT 21. BUDGET BREAKDOWN BY BUSINESS AREA / UNIT



Source: FY 2022-23 & Fiscal Year 2023-24 Operating and Capital Rolling Biennial Budget

The organizational structure of Integrated Water is depicted in Exhibit 22.

EXHIBIT 22. OFFICE OF INTEGRATED WATER MANAGEMENT DIVISION ORGANIZATIONAL STRUCTURE



Source: Fiscal Year 2023-24 & FY2024-25 Operating and Capital Rolling Biennial Budget

Risk Analysis

Integrated Water plays a pivotal role in managing, safeguarding, and enhancing the region's water resources and infrastructure. It encompasses a wide range of divisions, units, and programs, each with its unique roles and responsibilities. However, this diversity also brings about a complex web of inherent risks that demand careful assessment and mitigation strategies to ensure Valley Water's continued success in its mission. Below, we present the key business areas, divisions, and units administered by Integrated Water, the core responsibilities of each, and key factors contributing to its programs' risk rating.

OFFICE OF ASSISTANT CHIEF EXECUTIVE OFFICER	
The Office of the Assistant Chief Executive Officer leads and manages the Office of Integrated Water Management and facilitates coordination between the Watersheds and Water Utility business areas to achieve the Board's Ends Policies and goals. This Office provides managerial support to ensure Valley Water's projects and programs are achieved in an efficient and effective manner.	**Budget:** $ 2,704,478 **FTE:** 4 **Inherent Risks:** Challenges related to financial planning and program implementation, the planning and execution of capital projects, the maintenance of existing infrastructure assets, compliance with regulatory requirements, and the efficient operation of both Watersheds and Water Utility programs.

BUSINESS SUPPORT & ASSET MANAGEMENT UNIT

The Business Support and Asset Management Unit implements and continually improves asset management standards and information systems based on industry best practices. The unit manages Valley Water's water utility, watershed, and administration asset management programs, and supports the users of Valley Water's Computerized Maintenance Management System (CMMS), Maximo. In addition, the unit manages three Water Utility infrastructure master planning projects: The Water Treatment Plant, SCADA System, and Distribution System Master Plan Implementation Projects. The unit also manages a Safe, Clean Water project, F-8: Sustainable Creek Infrastructure for Continued Public Safety.

Budget: $ 8,924,059 **FTE:** 11

Inherent Risks: Facilitating efficient and effective asset management by ensuring accurate and reliable records of all District infrastructure assets, the condition of all assets, and a reliable plan to maintain all assets to optimize useful life.

CADD UNIT

The CADD Services unit is responsible for producing engineering drafting and design work, plan production standards, and managing computer-aided design (CAD) software in support of Valley Water's water resources facilities, flood management, pipeline infrastructure, and watershed management facilities. The unit develops in-house project design drawings for construction. Services include creating 2D and 3D designs that combine information from different departments such as Survey, GIS, Right-of-Way, and Engineering. Additionally, the unit maintains current CADD Standards for Contractors and Engineers, assists in the quality control of all project drawings for construction, and verifies that CADD Record As-built drawings are completed per Valley Water standards for future project work.

Budget: $ 2,891,420 **FTE:** 9

Inherent Risks: If the CADD Services unit fails to produce plans or review the CADD work produced by consultants and contractors in a manner consistent with Valley Water's plan production standards, it could affect the delivery and accuracy of construction and future maintenance efforts, and unnecessarily increase the cost of future capital projects, specifically during the planning phases.

BUSINESS PLANNING & ANALYSIS UNIT

The Business Planning and Analysis unit manages, plans, and oversees four major Valley Water-wide programs. This unit is responsible for Valley Water's implementation of the Five-Year planning process for the Capital Improvement Program (CIP); Capital Project Management and Project Controls (CPMPC) Program; the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program); and the District Lands Management Program, which was designed to establish and maintain a centralized framework to integrate the management of maintenance obligations on Valley Water-owned lands and easements, as well as those made through contractual commitments.

Budget: $ 5,459,489 **FTE:** 12

Inherent Risks: The cost-effective planning, analysis, and reporting related to a wide range of District capital projects; the ability to coordinate with a large number of divisions and units within Integrated Water, Finance, and Administrative Services to ensure accurate reporting and analysis; and the ability to ensure adequate administration of special funded programs to demonstrate that funds were expended in a manner compliant with program requirements.

Capital Improvement Program

The Capital Improvement Program (CIP) serves as the steward of Valley Water's capital funding requirements for projects spanning Fiscal Year 2023/24 through Fiscal Year 2027/28. It plays a crucial role in documenting planned initiatives and aligning Valley Water's planning with the community. This program oversees various infrastructure projects totaling $9.52 billion, with an estimated $1.3 billion in external funding through partnerships and reimbursements. Additionally, the CIP requires the accurate management of financial records. Inherent risks associated with CIP programs include financial uncertainty due to reliance on external funding, potential project delays, the reliability of resources to meet project demands, the availability of project financing, and ensuring CIP plans are achievable—all of which could result in capital project costs that exceed District plans, raising sustainability questions.

Safe, Clean Water and Natural Flood Protection Program

The Safe, Clean Water and Natural Flood Protection Program, approved through Measure S in 2020, allocates $47 million annually for six core priorities: ensuring a safe water supply, reducing waterway toxins, protecting against natural disasters, restoring habitats, providing flood protection, and supporting public health. It operates with oversight from an Independent Monitoring Committee and mandatory audits to assess cost-efficient outcomes.

Notably, a Safe, Clean Water Program Grant Management Audit was recently performed in 2020 that identified delays in grant agreement execution, reimbursement processing, and extensive reporting requirements, along with staffing challenges, prompting recommendations for tailored guidelines, mandatory orientation, streamlined reporting, customized grant requirements, integrity checks, feedback solicitation, goal setting, an operations manual, and potential job assignment reconfiguration to enhance the District's grants management program. Beyond the risks identified by the recent audit, inherent risks include substantially increasing capital project costs, effective project management and delivery protocols, and compliance with Program requirements.

District Lands Management

The District Lands Management Program handles Santa Clara Valley Water District property matters. This includes acquiring properties needed for current and future district projects and programs, establishing clear lands rights and obligations associated with all District real estate, establishing wildfire resiliency plans and policies, and establishing policies and plans for the long-term use of Valley Water properties.

Before projects commence, the program ensures that some properties are leased at fair market rates to external parties. When District purposes require the use of a leased property, the program provides appropriate termination notices as mandated by law to make the property available for District use. Additionally, the program may oversee public auctions to sell District properties. To prevent conflicts of interest, it strictly prohibits leasing District real property to District employees, Board members, or immediate family members. Individuals can contact designated personnel for inquiries about the property leasing program or surplus properties.

Further, recent legislation AB 1469 impacted the District Lands Management Program, which grants the district the authority to take actions in consultation with local entities to assist unsheltered people living within the District's jurisdiction and establishes specific rules for surplus land disposal in such cases.

Inherent risks associated with the District Lands Management Program encompass strategic planning as it relates to the Program's activities, and compliance with conflict-of-interest policies, and potential legal and regulatory obstacles in managing property acquisitions, leases, and sales, which may lead to delays or complications. The program also faces public scrutiny regarding property disposition decisions and must consider the financial implications of property transactions, including revenues from leases or sales. Managing land rights, obligations, and properties, particularly concerning wildfire resilience planning and policy development, is an ongoing risk, and the associated risk assessments can have implications for communities and real estate transactions. Effectively mitigating these risks requires strict adherence to legal requirements, transparent decision-making processes, and proactive measures to address disputes and ensure compliance in the responsible management of District lands.

Capital Project Management & Project Controls Program

Capital Project Management & Project Controls Program is responsible for facilitating integration and configurations of ProjectMates with other systems—Okta, Vena, and Infor—or with a customized training of ProjectMates for project teams and management. The Program is also responsible for delivering the biennial training of workflows related to the Capital Improvement Program (CIP) and Quality and Environmental Management System (QEMS) policies and procedures, as well as maintaining transparent communication through circulating a Quarterly Office of Integrated Water Management Newsletter. Inherent risks include risks associated with the planning and execution of capital projects, including budget control and adherence to project timelines, and the need to strike a balance between internal controls (as defined in QEMS) and efficient project management.

DAM SAFETY & CAPITAL DELIVERY DIVISION

The Dam Safety and Capital Delivery Division is responsible for planning, implementation, and management of the portion of Valley Water's 5-year Capital Improvement Program (CIP) associated with dam construction and maintenance. This Division consists of two units—the Pacheco Project Delivery Unit and the Dam Safety Program Project Delivery Unit—which are responsible for capital project delivery and maintenance of Valley Water's dams. The Division was moved under the Office of Integrated Water Management in Fiscal Year 2020-21 from the Water Utility Enterprise business area, but Water Utility continues to operate and control the assets.	**Budget:** $ 127,068,630 **FTE:** 21 **Inherent Risks:** Cost-effective contract, construction, and project management; maintaining the system in a cost-effective manner; aging infrastructure; significant deferred maintenance and workorder backlogs; managing consultants and contractors and controlling project costs; health and safety risks and high level of public interest and visibility; maintaining sufficient staffing resources; compliance and regulatory risks associated with environmental standards, and operational risks related to project execution; and completing projects on-time and within budget.

Pacheco Project Delivery

The Pacheco Project Delivery Unit is responsible for managing the Pacheco Reservoir Expansion Project. This includes overseeing the expansion of Pacheco Reservoir to increase emergency water supplies, improve water quality, and provide ecosystem benefits to the region and the Sacramento-San Joaquin Delta. The unit collaborates with project partners, including San Benito County Water District and Pacheco Pass Water District, to secure funding and ensure successful project delivery. Their role involves project planning, environmental assessments, permitting, and coordination with state and federal regulators. The Pacheco Project is part of Valley Water's efforts to increase overall water supply but faces numerous challenges, including environmental, legal, and financial challenges, as well as project delays. One such challenge relates to compliance with the California Environmental Quality Act (CEQA), which has led to project delays. To be viable, Valley Water must secure sufficient funding, address legal concerns, and navigate regulatory requirements before construction and overall project delivery can be considered.

Dam Safety Program & Project Delivery

The Dam Safety Program & Project Delivery Unit focuses on ensuring the safety and reliability of the water District's 10 major dams. The Unit conducts periodic special engineering studies, surveillance and monitoring, dam inspections and maintenance, and emergency response and preparedness to safeguard the public from potential dam failures. This unit works closely with regulatory authorities and emergency response partners to meet dam safety goals. Inherent risks include the potential for dam safety issues, such as unexpected dam failures or structural problems, which can have catastrophic consequences. Environmental factors, including climate change and seismic activity, can also pose risks to dam safety. Ensuring a cost-effective maintenance program is essential, including assessing the condition of each asset, ensuring all preventative maintenance, and avoiding the deferral of required maintenance.

WATER UTILITY ENTERPRISES BUSINESS AREA

The Water Utility Enterprise (Water Utility) is primarily responsible for carrying out the core services related to the Board's Ends Policy 2; that is, to provide a reliable, safe, and affordable water supply for current and future generations in all communities served. Directed by a Chief Operating Officer (COO), Water Utility is comprised of four divisions, each of which includes functional units that carry out the work of the division and the enterprise.

The Office of the Chief Operating Officer, Water Utility, oversees the Water Utility Capital, Water Supply, Raw Water, and Treated Water divisions. The Office of the COO was allocated a budget of $2,208,942 for a total of three (3) FTE. The COO provides for management activities that promote communication, human resources development, budgeting, project efficiencies and process improvement, mentoring and recruitment, and supporting district-wide and special events/efforts that benefit the whole organization.

Budget: $ 332,304,101 **FTE:** 308

Inherent Risks: Inherent risks include the potential that Valley Water's infrastructure could fail, impacting the quantity or quality of water available for Valley Water customers.

While providing high-quality drinking water to Valley Water customers is regulated by county and state agencies, the delivery and maintenance of the capital infrastructure required to do so is not. Because of this, risks include cost-effective contract, construction, and project management; maintaining the system in a cost-effective manner; aging infrastructure; the potential for deferred maintenance and workorder backlogs; managing consultants and contractors control costs; health and safety risks and high level of public interest and visibility; maintaining sufficient staffing resources; compliance and regulatory risks associated with environmental standards; and completing projects on-time and within budget.

WATER UTILITY CAPITAL DIVISION

The Water Utility Capital Division oversees the planning, management, and execution of crucial capital projects related to water infrastructure. This Division's responsibilities include project management and design, construction oversight, asset management, financial planning, environmental compliance, and community engagement. It is responsible for ensuring the efficient operation of water treatment plants, pipelines, and pumping stations, playing a vital role in delivering safe and clean water to the community. This includes managing and designing capital projects, providing districtwide construction management and inspection services, and implementing asset management programs to optimize asset performance and minimize maintenance costs. Additionally, the Division is tasked with navigating complex environmental regulations, obtaining permits, and engaging with the community to address concerns and obtain necessary approvals.	**Budget:** $ 86,604,273 **FTE:** 68 **Inherent Risks:** Capital project delivery responsibilities are carried out by several divisions within Valley Water—Dam Safety, Watersheds, and Water Utility. The inherent risks remain the same for each: cost-effective contract, construction, and project management; managing consultants and contractors and controlling project costs; health and safety risks and high level of public interest and visibility; maintaining sufficient staffing resources; compliance and regulatory risks; and operational risks related to project execution and the ability to complete projects on-time and within budget. Further, the Division provides construction management and inspection services to all capital project delivery units, creating the potential that interdepartmental silos could create an impediment to efficient project delivery.

Construction Services Unit

Construction Services Unit is responsible for managing and overseeing the physical execution of capital projects related to water infrastructure, coordinating and supervising the construction activities, and ensuring all construction activities properly align with approved designs and project plans. The role of this Unit involves managing contracts with construction companies; overseeing contractors' work; and ensuring that projects are executed on time, within budget, and according to the required quality standards. This includes scheduling, cost control, safety compliance, and ensuring construction projects meet all regulatory and environmental requirements. Construction Services are essential in translating the designs and plans into tangible, functional water infrastructure, ensuring Valley Water's water supply remains reliable and resilient.

Inherent risks include construction delays due to unforeseen issues, such as weather events or unexpected site conditions, which can impact project timelines and budgets; concerns related to contractor performance, quality control, and safety compliance; ensuring construction activities align with complex environmental regulations and permitting requirements; and establishing robust protocols to monitor contractor activity, review costs for compliance with contract provisions, and ensure contractor accountability.

Construction Inspection Services

The Construction Inspection Services Unit ensures the quality, safety, and compliance of construction activities related to water infrastructure projects. This Unit is critical in conducting inspections, verifying that contractors adhere to project specifications, and addressing any deviations or issues that may arise during construction. Inspectors are tasked with monitoring work progress, conducting tests and quality checks,

and verifying that the construction process aligns with environmental regulations and permits. They serve as a bridge between the district, contractors, and regulatory bodies, providing real-time oversight to safeguard project integrity and ensure that construction work meets the required standards.

Inherent risks include those associated with the dynamic nature of construction projects and the need for ongoing and thorough. The potential for disputes with contractors, schedule delays, and cost overruns due to unforeseen issues or changes in project scope is a significant concern. Environmental and safety compliance issues could lead to regulatory penalties or legal challenges, emphasizing the importance of thorough inspections and documentation. Staff turnover, staffing shortages, or fluctuations in workload can impact the division's ability to maintain consistent oversight across projects; this is true as it relates to Valley Water's in-house personnel as well as contracted professional services firm.

Treatment Plants Project Delivery

This program is responsible for planning, designing, and implementing projects to improve, expand, or maintain Valley Water's water treatment facilities. This includes potable water treatment plants, purification centers, and recycling facilities. The program manages the entire project life cycle, from initial feasibility studies and design phases to the construction and commissioning of treatment plants. Their role involves coordinating with various internal and external stakeholders, including engineers, contractors, environmental planners, and regulatory agencies to ensure treatment facilities meet water quality standards, environmental regulations, and safety requirements. Additionally, the program is responsible for optimizing treatment processes, responding to changing water quality conditions, and addressing challenges related to droughts, climate change, and evolving water quality regulations.

In addition to the inherent risks associated with capital project delivery, risks also include challenges associated with the water treatment infrastructure's complexity and critical nature. Delays in project timelines due to permitting issues, design changes, or unexpected challenges can impact the District's capacity to provide clean and safe drinking water. Compliance with evolving water quality regulations and adapting treatment processes to changing environmental conditions pose ongoing challenges.

Pipelines Project Delivery

This program focuses on the planning, design, and execution of projects related to water conveyance through pipelines, and oversees the development of new pipelines, rehabilitating existing pipelines, and constructing pumping stations to ensure efficient water distribution throughout the District's service area. Responsibilities include conducting feasibility studies, hydraulic modeling, design and engineering, and project management. The program collaborates with multiple internal and external partners, including engineers, construction contractors, and environmental planners, to meet water supply demands, improve infrastructure resilience, and address the impacts of droughts and climate change.

In addition to the inherent risks associated with capital project delivery associated with Valley Water's critical water conveyance infrastructure, there is the potential for pipeline failures, which can lead to water supply disruptions, property damage, and costly repairs; aging pipelines, which can impact effectiveness, safety, and water quality; permitting delays and environmental concerns; and challenges related to multijurisdictional coordination.

WATER SUPPLY DIVISION

The Water Supply Division is responsible for overseeing various aspects of water supply, including sourcing, treating, and distributing water to meet the demands of the region, as well as identifying future water supply needs, managing imported water supplies, and implementing water conservation and recycled water programs. It manages a diverse portfolio of water resources, including surface water from reservoirs, groundwater, and imported water supplies. The division collaborates with other internal departments and external agencies to ensure a sustainable water supply for the future, especially in the face of challenges like droughts and climate change. Responsibilities also encompass water quality monitoring, water rights compliance, and the development of policies and programs aimed at promoting water conservation and efficient use.	**Budget:** $ 123,879,047 **FTE:** 36 **Inherent Risks:** Ensuring water availability and quality and mitigating the potential for contamination; prolonged droughts that lead to reduced water availability from local sources like reservoirs and groundwater basins; potential supply interruptions and increased costs relating to the District's reliance on imported water; inaccurate water supply forecasting; unforeseen economic consequences resulting from revenue shortfalls caused by inaccurate water supply forecasts and the need for expensive emergency water purchases.

Imported Water

The Imported Water Unit protects, manages, and develops Valley Water's imported water assets. Imported Water meets the operational needs for imported supplies by securing reliable contracts with water agencies, overseeing the conveyance and treatment of imported water, and coordinating the allocation and distribution of imported water to the region's water treatment facilities. The Santa Clara Valley Water District relies on imported water sources, such as the State Water Project and the Central Valley Project, to meet a portion of the region's water demands. Imported Water also involves compliance with regulatory requirements, monitoring water quality, and addressing potential risks associated with delivery interruptions, water quality issues, and changes in state and federal water policies.

Inherent risks include supply reliability, regulatory compliance, potential disruptions caused by drought conditions, competing demands from other regions, and environmental restrictions that can limit water deliveries. Moreover, imported water contracts and agreements are subject to changes in state and federal policies, which can impact the availability and cost of imported water supplies.

Recycled & Purified Water Program

The Recycled & Purified Water Program develops and expands recycled and purified water program as well as leads planning and research studies. This program is responsible for managing and promoting the use of recycled and purified water resources within the District's service area. This program plays a role in diversifying the water supply portfolio and reducing reliance on traditional water sources. The Program is responsible for overseeing the treatment and distribution of recycled and purified water, managing infrastructure needs, ensuring compliance with water quality standards, and engaging in ongoing planning and research studies. The program works to expand the use of recycled water for various non-potable purposes, such as landscape irrigation, industrial processes, and groundwater recharge. Additionally, the Program actively engages with the community and stakeholders to promote water conservation practices

and raise awareness about the benefits of recycled water. Inherent risks include public perception, infrastructure management, and ensuring the safety and quality of recycled and purified water.

Water Supply Planning & Conservation

The Water Supply Planning & Conservation Unit is responsible for long-term water supply planning, demand forecasting, and implementing conservation initiatives. Their responsibilities include assessing current and future water demands, evaluating available water resources, and developing comprehensive water supply plans to meet the region's needs. Additionally, the Unit actively promotes water conservation efforts to reduce water consumption, protect water quality, and minimize the environmental impact of water use. Inherent risks include uncertainty in water availability due to factors like droughts and climate change, inaccurate demand forecasts, or the failure to consider potential supply constraints, leading to water shortages. The success of conservation initiatives depends on public participation and behavioral changes, which can be challenging to achieve. Additionally, external factors, such as regulatory changes and funding limitations, can impact the implementation of conservation programs.

RAW WATER DIVISION

The Raw Water Division maintains the Water Utility infrastructure, operates the Raw Water System, and ensures continued groundwater sustainability. The Division maintains Valley Water's three potable water treatment plants, Advanced Water Purification Center, Campbell Well Field, recycled water pipelines in South County, and over 40 miles of large diameter treated water transmission pipelines. The Division provides civil engineering and corrosion control services in support of maintenance of these facilities, prepares the Annual Water Supply Operations Plan for the water supply of the County, performs planning and analysis for the operations of the Raw Water System, manages Valley Water's groundwater basins and local water rights, and submits the regulatory reports needed for operation of the Raw Water System and Sustainable Groundwater Management Act (SGMA) compliance.

Budget: $62,789,879 **FTE:** 105

Inherent Risks: Maintaining the system in a cost-effective manner; managing consultants and contractors and controlling operating costs; aging infrastructure; the potential for deferred maintenance and workorder backlogs; and ensuring sufficient staffing resources.

The Division's responsibilities, such as permitting private and municipal wells, can be affected by uncertainties in water usage, and the need for expanded metering creates logistical challenges.

Raw Water & Pipeline Maintenance Engineering

The Raw Water & Pipeline Maintenance Engineering team is responsible for ensuring the reliability and integrity of the water distribution system by providing engineering and support services for raw water and pipeline maintenance projects and programs. This team supports the overall maintenance efforts by monitoring ongoing corrosion control services, employing acoustic fiber optics for pipe integrity assessments, and leveraging technical expertise. It is also responsible for assessing the condition of critical assets, implementing predictive and preventative maintenance strategies, and responding promptly to any issues that could compromise the pipeline infrastructure's functionality. Inherent risks include challenges related to the aging infrastructure, the ability to accurately assess the condition of the District's pipeline

infrastructure, and plan maintenance activities to ensure cost-effective and timely maintenance of District assets and the continued functionality and structural integrity of its pipelines.

Raw Water Operations

The Raw Water Operations Unit ensures the effective conveyance and management of water from various sources. This team operates 24/7, monitoring water levels, making real-time decisions on water allocation, and responding to changing conditions by operating the reservoirs, pump stations, and transmission pipelines to effectively manage water supplies. Their work is guided by forecasting and modeling, allowing for efficient water supply management and allocation. Additionally, the Unit is responsible for reporting on water rights to county and state authorities to maintain regulatory compliance and safeguard water resources for the region.

Inherent risks include those primarily related to the region's climate variability and the potential for extreme weather events such as prolonged droughts or severe storms. These weather patterns can significantly impact water availability and necessitate rapid decision-making to meet supply demands while adhering to regulatory obligations. The reliance on imported water sources and surface water introduces challenges associated with supply interruptions and balancing water supply purchases with demand, especially during periods of high-water usage.

Ground Water Management

The Ground Water Management team is responsible for the oversight, protection, and sustainable management of groundwater resources within the region to provide accurate and timely information on current and forecasted groundwater conditions. Through monitoring and regulating groundwater usage, the Unit is responsible for ensuring compliance with state and local regulations, and managing the critical groundwater basins. This Unit is tasked with implementing the Sustainable Groundwater Management Act (SGMA) and developing Groundwater Sustainability Plans (GSPs) to maintain the long-term health and sustainability of groundwater resources. In doing so, the Unit collaborates with other Valley Water divisions and external agencies to address groundwater quality issues and mitigate the risks associated with over-extraction, land subsidence, and declining water tables.

Inherent risks include those associated with water resource sustainability. Over-extraction of groundwater can lead to adverse consequences such as land subsidence, saltwater intrusion, and reduced water quality. Managing groundwater basins to achieve sustainability under SGMA regulations can be challenging, especially during extended drought periods when demand for groundwater increases.

Wells & Water Measurement

The Wells and Water Measurement Unit oversees the regulatory aspects of wells within the region, and is responsible for permitting and inspecting domestic, municipal, and large organization wells to ensure compliance with regulations. This Unit also manages the metering of wells, which is essential for monitoring water usage and maintaining accurate records; oversee the installation and maintenance of meters, ensuring that water users report their usage accurately, particularly for larger users; and manages the notification process for new well drilling and conducts inspections to verify that wells are used as permitted.

This unit also incorporates the responsibility of ensuring that wells/deep excavations do not harm the ground water resources and provides accurate measurements of water production.

Inherent risks include the accurate measurement and reporting of water usage by various stakeholders. Ensuring that wells are metered correctly and that water users comply with reporting requirements can be challenging, particularly for domestic and small-scale users where the District is reliant on self-reported water usage data.

Field Operations & Pipeline Maintenance

The Field Operations & Pipeline Maintenance Unit is responsible for the reliable conveyance of raw water from various sources to treatment plants and other destinations. This division operates 24/7, overseeing the daily pumping and discharge of water, monitoring reservoir levels, reporting on water rights to regulatory authorities and ensuring compliance, and ensuring that water is efficiently moved to recharge basins, treatment plants, and reservoirs. Its work is guided by real-time data, forecasts, and modeling of storm events. Additionally, this division is involved in maintenance activities related to the water supply infrastructure that includes completing all mechanical, electrical, and control system maintenance of the distribution system infrastructure. Inherent risks are generally associated with the availability of reliable and accurate data to inform timely decision making, particularly when faced with extreme weather events that can impact the availability and quality of raw water.

Treatment Plan Maintenance

The Treatment Plan Maintenance Unit is responsible for the upkeep and efficient operation of treatment plants and treated water turnout facilities. This involves ensuring that treatment plants, which aid in the purification of raw water, are well-maintained to deliver high-quality treated water to customers. Maintenance activities include inspecting, repairing, and servicing various components of treatment plants, such as pumps, filters, chemical dosing systems, and control systems. Additionally, the unit monitors plant performance, conducts preventive maintenance to prevent breakdowns, and responds swiftly to address any operational issues. Inherent risks include the potential for equipment failures or malfunctions, which could disrupt the treatment process and impact the quality of treated water, as well as cause cost overruns. Such failures may result in service interruptions or compromised water quality, leading to public health concerns and regulatory violations.

TREATED WATER DIVISION

The Treated Water Division is responsible for ensuring the high-quality treatment and distribution of potable water to the community. This division oversees the operation and maintenance of three potable water treatment plants and one purification center, as well as the Campbell Well Field to provide emergency backup supply to the treated water system. These facilities treat and purify surface water from reservoirs, ensuring it meets strict water quality standards. The Division works continuously to optimize water treatment processes, maintain equipment, and monitor water quality parameters to provide safe and reliable drinking water to the region. The Division provides technical expertise and leadership for all commissioning-related work to improve overall safety, quality, and reliability upon capital construction handover to Operations and Maintenance (O&M). In addition, the Division communicates regularly with water retailers, and maintains communication and conducts annual check-ins for ongoing and annual updates of drinking and recycled water regulations with the State Water Resources Control Board.

Budget: $56,821,960 **FTE:** 93

Inherent Risks: Ensuring the quality and reliability of the drinking water supply, compliance with stringent and evolving water quality standards; and ensuring the resilience of the water treatment facilities.

Plant Maintenance Engineering & Commissioning

Plant Maintenance Engineering and Commissioning is responsible for overseeing the commissioning of new facilities and equipment, ensuring they meet design specifications and function correctly. The Unit also provides ongoing engineering support for maintenance activities, helping to plan and execute maintenance projects to keep treatment plants in optimal condition. Inherent risks include ensuring compliance with stringent regulations and ensuring data used to evaluate and report on compliance is accurate and reliable.

Water Quality

The Water Quality Unit is responsible for ensuring that treated water meets or exceeds stringent water quality standards and regulations set by state and federal agencies. This Unit conducts in-depth water quality analyses, monitors critical parameters, oversees the disinfection and chemical treatment processes at treatment plants, and provides recommendations and tracks drinking water-related regulatory development. Similar to the Plant Maintenance Engineering and Commissioning Unit, inherent risks include ensuring compliance with stringent regulations and ensuring data used to evaluate and report on compliance is accurate and reliable. Any deviation from these standards, whether due to source water changes, equipment malfunctions, or human error, can have serious public health consequences and regulatory implications.

Laboratory Services

The Laboratory Services Unit conducts extensive water quality testing and analysis to monitor various parameters, assess the effectiveness of treatment processes, and detect any contaminants or anomalies. It

provides valuable data and insights through analytical and sampling services that inform treatment plant operations and support compliance with regulatory requirements, and manages the laboratory that tests water from the treatment plants, Silicon Valley Advance Water Purification Center, surface water reservoirs, and groundwater basins.

Inherent risks relate to factors that could diminish the accuracy or reliability of reported results, such as failure to follow established protocols or laboratory contamination. Any errors or inconsistencies in the testing process can lead to incorrect assessments of water quality, potentially compromising public health. The unit must also keep pace with evolving water quality standards, emerging contaminants, and advances in analytical methods. Additionally, resource constraints can impact the capacity to conduct extensive testing and analysis, particularly during periods of increased demand or emergencies.

Utility Electrical & Control Systems Engineering

The Utility Electrical & Control Systems Engineering Unit is responsible for managing the electrical and control systems that govern the operation of treatment plants and water distribution facilities within the Santa Clara Valley Water District. This unit ensures the reliable and efficient functioning of critical infrastructure by overseeing electrical systems, instrumentation, and control systems, and plays a key role in optimizing energy usage, enhancing system automation, and ensuring that water treatment and distribution processes run smoothly. Inherent risks include risks associated with the reliable operation of electrical and control systems. Failures or disruptions in these systems can lead to operational inefficiencies, downtime, and potential impacts on water quality and supply.

North and South Water Treatment Operations

The North Water Treatment Operations and South Water Treatment Operations Units are responsible for the day-to-day operation and maintenance of water treatment facilities located in the northern region of the Santa Clara Valley Water District, including Penitencia Water Treatment Plant, Silicon Valley Advanced Water Purification Center, San Fransisco Public Utilities Commission-Valley Water Intertie facility, Santa Teresa Water Treatment Plant, Rinconada Water Treatment Plant, Campbell Well Field, the West and Snell/East Pipeline turnouts, and the East/Milpitas Pipeline turnouts. These facilities are essential for treating raw water from various sources and ensuring its quality before distribution to consumers. Both units operate around the clock to provide a consistent and reliable supply of treated water to the community.

Inherent risks include risks associated with the consistent delivery of treated water to a dynamic and growing region. Variations in raw water quality, natural disasters, or equipment failures can disrupt the treatment process and impact water quality and supply. Ensuring that the treatment process consistently meets stringent water quality standards is essential, as any lapses can pose public health risks. The units must also manage the challenges of maintaining aging treatment infrastructure and adapting to changing regulatory requirements. Balancing the need for operational efficiency with emergency preparedness is crucial.

WATERSHEDS BUSINESS AREA

The Watersheds Business Area is responsible for the stewardship and management of the region's watersheds and associated natural resources. The responsibilities include watershed protection, environmental conservation, flood risk reduction, and ecosystem restoration. Watersheds actively manages and maintains the region's creeks, rivers, and reservoirs to mitigate flood risks, promote water conservation, and preserve the ecological health of the area. This division also plays a role in ensuring water quality and availability for the community by managing source watersheds and undertaking projects that enhance the sustainability and resilience of the local ecosystem.

The Office of the Chief Operating Officer leads and manages Watersheds to achieve the Board's Ends, Goals, and Objectives. This includes providing Watersheds the leadership, staff, and funding to conduct the administrative aspects of Watersheds functions. In general, this provides for management activities that promote communication, human resources development, budgeting, project efficiencies and process improvement, mentoring and recruitment, and supporting Valley Water-wide special events/efforts that benefit the whole organization.

Budget: $ 1,365,782 **FTE:** 2

Inherent Risks: The management and conservation of natural resources and the mitigation of flood risks. Climate change, including the increasing frequency and intensity of extreme weather events, presents a significant challenge in terms of flood control and watershed management. Balancing the ecological health of watersheds with flood risk reduction efforts can be complex, as it requires careful planning to minimize adverse environmental impacts. Additionally, competing demands for water resources, land use changes, and habitat degradation pose ongoing challenges. Ensuring the long-term sustainability of water sources, maintaining infrastructure, and addressing water quality concerns within watersheds are essential tasks.

OFFICE OF WATERSHEDS STEWARDSHIP & PLANNING DIVISION

The Office of Watersheds Stewardship & Planning Division is responsible for maintaining and preserving the ecological health of watersheds, ensuring flood risk reduction, and facilitating sustainable water resource management. It collaborates with various teams to conduct comprehensive environmental analyses, assess hydrological and hydraulic factors, and implement mitigation measures. Additionally, the division is responsible for reviewing community projects to ensure compliance with environmental regulations and the conservation of natural resources. The Division provides project and long-range planning for flood protection and stewardship; develops and oversees the integration of biological, hydrological, water quality, and geomorphological data into the planning, design, and construction of capital projects and operational programs; provides environmental planning, permitting, and monitoring services; ensures Valley Water's compliance with the regional stormwater quality permit; protects Valley Water's streams and other assets through implementation of the Water Resources Protection Ordinance, and collaborates with municipalities in the County to ensure development projects minimize impacts to Valley Water's mission. In addition, the Division co-leads the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) and the Climate Change Action Plan, and ensures timely completion of Key Performance Indicators for the Safe, Clean Water and Natural Flood Protection Program's surface water quality, environmental monitoring, and habitat enhancement and restoration priorities.	**Budget:** $ 47,484,824 **FTE:** 82 **Inherent Risks:** The management of environmentally sensitive areas, flood risk reduction, and the conservation of natural resources. Environmental planning and mitigation require navigating complex regulatory frameworks, including the California Environmental Quality Act (CEQA), ensuring compliance with various state and federal environmental regulations, and managing and mitigating the impact of climate change, extreme weather events, and natural disasters on watersheds. In addition to the environmentally-focused work of the Division, the Division is also responsible for the Community Projects program, which requires the evaluation of land use permit applications. The Program must review permits in a manner that safeguards environmental integrity, which can lead to potential conflicts with stakeholders and regulatory authorities. The changing dynamics of climate patterns and increasing environmental pressures further amplify the risks associated with watershed management. Additionally, resource allocation and budget constraints may impact the ability to implement comprehensive watershed management plans and projects.

Environmental Planning

The Environmental Planning Unit is responsible for conducting environmental impact assessments, environmental reviews (including Environmental Impact Reports or EIRs), and managing the permitting process for various projects. Environmental planners are tasked with ensuring that all activities within the jurisdiction of the Santa Clara Valley Water District comply with environmental regulations, particularly CEQA. They work closely with regulatory agencies, stakeholders, and project proponents to evaluate the potential impacts of projects, develop mitigation measures, and provide recommendations to minimize adverse environmental effects.

Inherent risks relate to the complexity of environmental regulations and the potential for disputes and legal challenges. Projects in environmentally sensitive areas or those with the potential to impact natural resources can face scrutiny and opposition from concerned communities or environmental organizations. Ensuring the accuracy and thoroughness of EIRs is essential to avoid legal complications and regulatory

setbacks which can result in increased costs, and further construction delays. In light of recent events of the failure to adequately perform and assess the need for an environmental review, there is a risk of delayed construction, increased project costs, and the possibility of undue damage to the environment, contrasting the District's mission "to provide Silicon Valley safe, clean water for a healthy life, environment, and economy."

Hydrology, Hydraulics, & Geomorphology

The Hydrology, Hydraulics, & Geomorphology Unit specializes in the scientific assessment of water inflow and outflow patterns within watersheds. It is responsible for conducting hydrological and hydraulic analyses to predict and manage flooding events, support the water utility's functions, and calculate water capacity in reservoirs. Furthermore, this unit plays a significant role in studying geomorphological features, such as river channels and landforms, to understand their evolution and impact on water flow. By employing data-driven methods and models, it contributes to informed decision-making and long-term planning to ensure the efficient management of water resources and the protection of communities from flooding.

Inherent risks include risks related to the accuracy of predictions, the unpredictability of weather events, and evolving regulatory requirements. Incorrect predictions or incomplete assessments can lead to inadequate flood protection measures, potentially putting communities at risk during extreme weather events, which can increase costs associated with unplanned mitigation efforts. Additionally, climate change introduces uncertainties in precipitation patterns and water flow, which can challenge existing models and flood management strategies.

Environmental Mitigation & Monitoring

The Environmental Mitigation & Monitoring Unit consists of biologists and specialists responsible for overseeing and implementing mitigation efforts to offset the environmental impacts of various projects undertaken by the Santa Clara Valley Water District. It conducts comprehensive surveys, monitor mitigation efforts, and report their findings to regulatory agencies and other stakeholders. Inherent risks relate to ensuring the effectiveness of mitigation measures, meeting regulatory obligations, and addressing unexpected ecological changes. If mitigation measures are not adequately planned or executed, there is a risk of not achieving the desired ecological outcomes. The unit must also navigate a complex web of environmental regulations, and non-compliance can lead to regulatory sanctions, increased costs, and project delays.

Community Projects Review

The Community Projects Review Unit is responsible for evaluating and processing requests from various entities to work on properties within the jurisdiction of the Santa Clara Valley Water District. These requests often involve land use changes, permits for working on district-owned properties, or projects that may impact watersheds and water resources. The unit assesses the proposed projects to ensure they align with environmental regulations, land management policies, and the District's conservation objectives. They also engage in discussions with project proponents, regulatory agencies, and stakeholders to address potential issues and ensure that projects adhere to established guidelines. Notably, an Opportunities to Improve Permit Processing Audit was recently performed in 2021 that identified challenges in the Community

Projects Review Unit's permit processing and recommended several measures to streamline related services, enhance customer communication, and optimize workflow processes.

Inherent risks include risks related to balancing land use needs, environmental protection, and regulatory compliance. Conflicting interests among project proponents, environmental advocates, and regulatory authorities can create challenges in reaching consensus and obtaining necessary approvals. Moreover, processing a large volume of project requests may strain available resources and potentially lead to delays in project reviews and increased project costs. The team must also remain vigilant in evaluating the potential ecological impacts of proposed projects and ensuring that mitigation measures are implemented effectively.

WATERSHEDS OPERATIONS & MAINTENANCE DIVISION

The Watersheds Operations &Maintenance Division provides field maintenance, engineering support, vegetation management, and environmental services management for Water Utility Facilities and the Stream Maintenance Program (SMP) in the Lower Peninsula, West Valley, Guadalupe, Coyote, and Uvas/Llagas watersheds. The Office of Watersheds Operations and Maintenance provides administrative leadership and support for the four units that comprise the Division. The Division objective is to ensure that maintenance work is performed in accordance with regulatory permits and maintenance guidelines and is coordinated and consistent throughout the Division.	**Budget:** $ 64,544,832 **FTE:** 120 **Inherent Risks:** Infrastructure risks associated with the maintenance and upkeep of watershed facilities, such as dams, reservoirs, and flood control structures; safety risks due to potential hazards during operations and maintenance activities.

Watersheds Field Operations

The Watersheds Field Operations Unit is responsible for a wide range of outdoor tasks, including clearing small debris, adding vegetation, and performing other essential activities to preserve the health and integrity of the watershed environment. By ensuring that the watersheds are well-maintained, this unit contributes to the protection of water quality, flood control, and overall ecosystem health. They often work on-site, directly interacting with the natural landscape to keep it in optimal condition.

With these roles and responsibilities, inherent risks involve exposure to environmental elements, physical hazards, and potential weather-related challenges. Employees working outdoors may encounter wildlife, unpredictable weather conditions, and rugged terrain, posing risks to their safety. Ensuring that workers have the necessary training and safety equipment is crucial to mitigate these risks. Moreover, the team must be attentive to potential environmental impacts of their activities, such as unintentional disturbances to sensitive habitats. Careful planning, adherence to best practices, and ongoing environmental monitoring are essential for minimizing these impacts.

Operations & Maintenance Environmental Support

The Operations & Maintenance Environmental Support Unit assists the field operations staff in ensuring that maintenance activities within Watersheds align with environmental regulations and standards. This unit

conducts surveys, gathers data, and offers support in assessing the environmental impact of maintenance projects. They also collaborate with regulatory agencies, monitor mitigation efforts, and help maintain the ecological balance of watershed areas, making sure that maintenance activities are carried out responsibly and sustainably.

With these roles and responsibilities, inherent risks involve navigating complex regulatory frameworks, assessing potential environmental impacts, and ensuring compliance with ecological guidelines. Failing to adhere to environmental regulations or properly assessing the environmental consequences of maintenance activities can lead to regulatory violations and potential harm to the environment, as well as increased costs due to unplanned delays. Therefore, the team faces the inherent risk of regulatory non-compliance and environmental damage.

Operations & Maintenance Engineering Support

The Operations & Maintenance Engineering Support Unit plays a critical role in providing engineering assistance and guidance to the operations and maintenance staff within the watershed areas. They help plan and execute maintenance projects, ensuring that they are carried out efficiently and effectively. By leveraging engineering expertise, this unit contributes to the long-term sustainability of watershed assets and infrastructure.

With these roles and responsibilities, inherent risks include those primarily related to the successful execution of maintenance projects. These risks include project delays, cost overruns, and potential disruptions to watershed operations. Inaccurate project planning or engineering assessments can lead to unforeseen issues during project implementation, which may affect both the environment and operational efficiency.

Vegetation Field Operations

The Vegetation Field Operations Unit specializes in managing vegetation within watershed areas to reduce the risk of wildfires and ensure the overall health of the ecosystem. Their responsibilities include clearing and managing vegetation, particularly in high-risk areas where wildfires could pose a threat to water resources and infrastructure. By implementing effective vegetation management strategies, this team helps safeguard the watershed environment and minimize the risk of wildfire events that could impact water quality and availability.

With these roles and responsibilities, inherent risks include risks related to the use of equipment like chainsaws, herbicides, and prescribed burns. There is a risk of physical injury to personnel during field operations, as well as potential environmental risks if herbicides are not used properly or if prescribed burns are not carefully controlled. Additionally, the team must consider the ecological impacts of vegetation management and ensure that it aligns with conservation objectives. To mitigate these risks, the team must follow strict safety protocols, conduct regular training, and employ environmentally responsible practices to manage vegetation effectively while safeguarding both personnel and the environment.

WATERSHEDS DESIGN & CONSTRUCTION DIVISION

The Design & Construction Division within the Office of Watersheds is responsible for planning, designing, and overseeing construction projects aimed at enhancing and maintaining the Santa Clara Valley Water District's watershed infrastructure. This includes delivery of projects in Valley Water's rolling 5-year Capital Improvement Program (CIP) and Safe, Clean Water and Natural Flood Protection Program. This division manages various units that focus on different geographic regions and aspects of design and construction. Their responsibilities encompass project planning, design development, cost estimation, contractor management, and project execution. They work closely with multiple stakeholders to ensure that watershed projects meet environmental, regulatory, and operational requirements. The objectives of the Watersheds Design and Construction Division are to provide natural flood protection for residents, businesses, and visitors; and to protect and restore creek, bay, and other aquatic ecosystems. This Division also provides organization-wide support services for Surveying and Real Estate needs.	**Budget:** $ 119,509,222 **FTE:** 65 **Inherent Risks:** Include those related to project delays, cost overruns, environmental compliance, and regulatory approvals. The division must effectively manage complex construction projects that may involve various contractors, designs, and environmental considerations. Delays in project completion or unexpected issues during construction can result in increased costs and potential regulatory non-compliance. There is the possibility of environmental risks related to mitigating potential impacts on natural ecosystems during construction. Additionally, the division must navigate regulatory agencies and meet stringent environmental standards to ensure that projects do not harm sensitive ecosystems within the watershed areas.

Design & Construction Unit

The Design & Construction Unit is divided into six distinct units, each responsible for specific geographic regions and aspects of watershed design and construction. These units handle a wide range of projects, from infrastructure improvements to environmental enhancements, within their designated areas. They manage the entire project lifecycle, from initial planning and design to construction oversight and project completion. Each unit collaborates with local communities, regulatory agencies, and other stakeholders to ensure that projects are executed effectively and in compliance with relevant standards.

With these roles and responsibilities, inherent risks for all Design & Construction Units include risks related to project complexity, resource allocation, and compliance with environmental regulations. Managing a diverse portfolio of projects across different geographic regions requires effective resource allocation and coordination. Delays, budget overruns, or issues with project execution can pose risks to project success. Moreover, ensuring that projects align with environmental standards and community expectations is a constant challenge. Failure to meet these requirements can result in regulatory penalties, environmental harm, and reputational damage.

Notably, a performance audit of the Lower Silver Creek Flood Protection Project Consultant Agreement with RMC (A3277G) and its related amendments was recently performed in 2018. This audit addressed issues related to conflicts of interest, financial review, fund reallocation, sole sourcing, and performance; and it included recommendations for improvements in disclosure and management of conflicts of interest, enhancing financial and fund reallocation procedures, formalizing and documenting review processes,

strengthening project document controls and change management practices, and adopting best practices for firewall and background checks.

Land Surveying & Mapping

The Land Surveying & Mapping Unit provides essential support for accurate surveying, mapping, and geospatial data management. This unit is responsible for ensuring that project designs are based on precise spatial information and that construction activities are executed with accuracy. They are also responsible for maintaining up-to-date land records, property boundaries, and geospatial data, which are essential for project planning and execution.

With these roles and responsibilities, inherent risks primarily include the accuracy and integrity of spatial data. Errors or inconsistencies in surveying and mapping can lead to costly design modifications, construction issues, and disputes over property boundaries. Moreover, keeping geospatial data up to date is a continuous challenge, as environmental changes and new developments can impact the accuracy of existing records.

Real Estate Services

Real Estate Services Unit is responsible for managing land acquisition, easements, property rights, and other real estate-related matters for watershed projects. This unit is responsible for acquiring the necessary land and property rights to carry out construction and environmental initiatives within the watershed areas. They work closely with property owners, negotiate agreements, conduct appraisals, and oversee land transactions to ensure that projects have the required access and rights to carry out work. Notably, a Real Estate Audit was recently performed in 2020 that identified challenges in property acquisition timelines, fiscal sustainability assessment, and operational efficiency and recommended enhancing transparency, accountability, and property management practices, providing more training on real estate acquisition processes, improving performance measurement, risk assessment, and financial analysis, facilitating communication with property owners, and expanding public information about real estate services.

With these roles and responsibilities, inherent risks include those that primarily relate to property negotiations, legal complexities, and budget considerations. Acquiring land and property rights can be a time-consuming process, and negotiations may encounter resistance from property owners or regulatory hurdles. Budget overruns can occur if property values are higher than anticipated or if negotiations stall. Additionally, legal challenges related to eminent domain or property disputes can pose significant risks.

Risk Summary

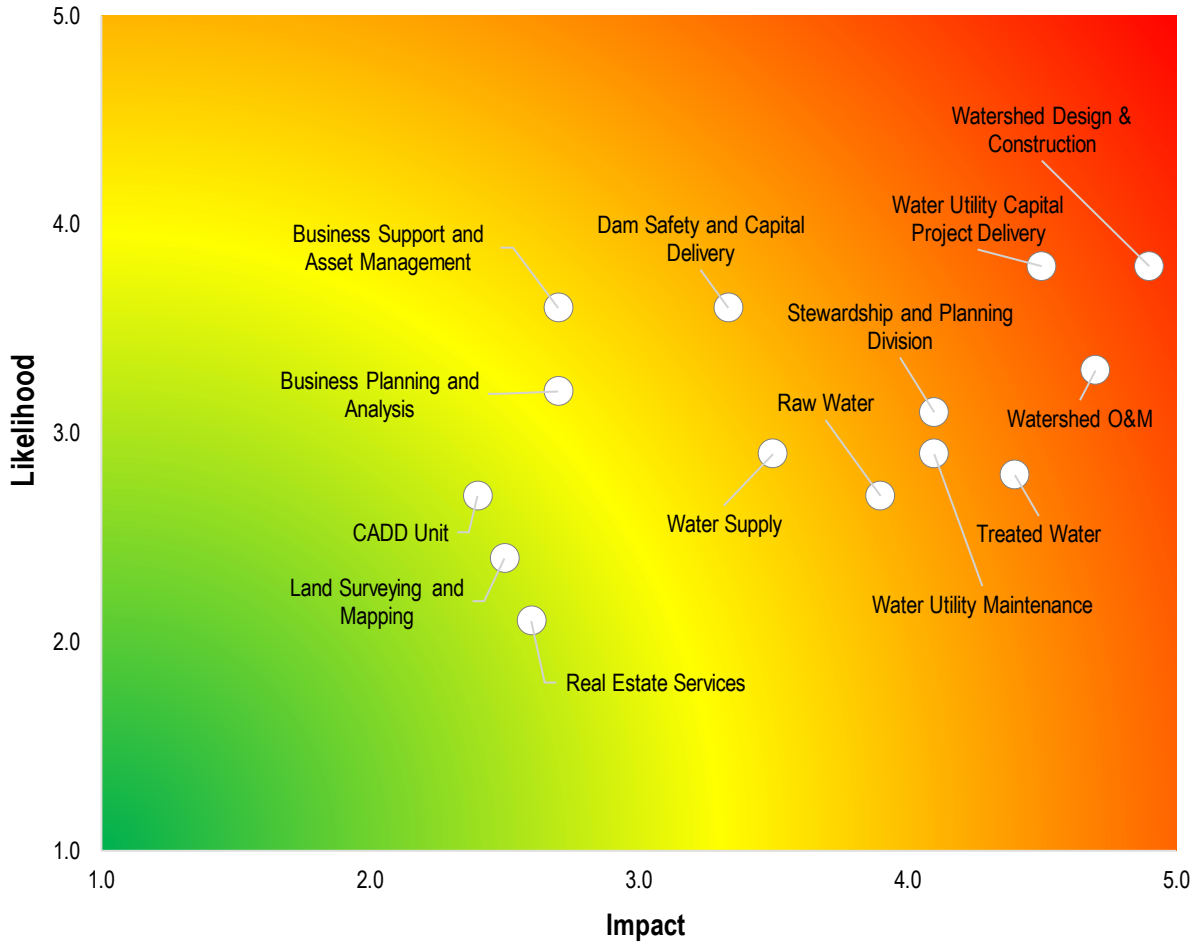
Most of the divisions and programs within Integrated Water perform functions that are central to the mission and purpose of Valley Water, and would be characterized as moderate- to high-risk. Ultimately, this risk assessment identified a small number of audit topics that would cover the bulk of Integrated Water's operations. Integrated Water consumes 80 percent of Valley Water's budget, with substantial resources dedicated to the District's capital infrastructure, including capital project delivery and maintenance. Specifically, capital project delivery encompasses six distinct organizational units within Integrated Water and maintenance operations encompass three organizational units. Decentralization can prove problematic in a variety of ways: project management practices could be inconsistent; parties fulfilling different roles,

such as construction managers and project managers, may not be on the same page in working with contractors; communication could falter; and it could constrain flexibility in assigning personnel across functional lines.

Further, with substantial resources dedicated to capital project delivery, a 2023 performance audit of the Capital Improvement Program raised concerns regarding the availability of staffing resources to carry out the capital projects planned for the District. Hiring substantial project delivery personnel will require additional support and administrative personnel (Human Resources, Facilities, Information Technology), and even if Valley Water outsources project delivery activities, additional in-house staffing resources may be required to manage and oversee the consultants to ensure cost and quality control.

Finally, Integrated Water is responsible for achieving Valley Water's core mission and goals. The Office of Integrated Water Management faces a range of interconnected risks that stem from the complexity of its responsibilities, regulatory compliance demands, and financial considerations. Addressing these risks requires a holistic approach that emphasizes effective communication, robust project management, environmental stewardship, and sound financial planning. Because of this, we find it prudent to prioritize performance audits related to the operations of Integrated Water. With this in mind, we illustrate below the risk rankings of each division or program area in relation to one another.

EXHIBIT 24. PROGRAM RISK RATINGS



Based on this assessment, there are several potential audit topics that warrant consideration for future audit planning.

1) Valley Water's captial project delivery activities, including the District's overall approach to project and construction management, the contract vehicles employed on capital projects, methods for monitoring contractors and evaluating contract compliance, and execution. The factors may include project timelines, budget management, staffing resources, inter-departmental coordination, contractor performance, and compliance with environmental and regulatory requirements for capital projects within the watersheds.

2) Valley Water's infrastructure maintenance programs, including assessing Valley Water's methods for developing and maintaining asset inventories; determining the condition of existing assets; scheduling predictive and preventative maintenance; monitoring maintenance backlogs; work order scheduling; the extent to which Valley Water relies on outsourced service providers to augment in-house resources; how well inventories are planned, maintained, and optimized to enhance overall operational efficiencies; the use of asset management software or systems to extend the lifespan

of critical infrastructure while minimizing operational costs; and the allocation of resources for ongoing maintenance to ensure the continued functionality and safety of infrastructure assets.

3) The Community Projects Unit's processes for receiving applications for permits, processing and issuing permits, and measuring performance in meeting established goals.

4) Valley Water's real estate management activities, including the responsibilities of both the Real Estate Unit within Watersheds and the District Lands Management Program within Integrated Water Management, with the intent to evaluate Valley Water's overarching approach to managing real estate assets.

5) Valley Water's Watershed management practices, including the effectiveness of Watersheds in managing and preserving natural resources within the region's watersheds. This may cover evaluating the impact of environmental conservation efforts, flood risk reduction measures, and ecological restoration initiatives.

6) Valley Water's flood control infrastructure, focusing on the maintenance and performance of flood control infrastructure such as dams, reservoirs, and levees. This could involve assessing the condition of these structures, compliance with safety standards, and preparedness for extreme weather events.

7) Valley Water's environmental compliance may include examining the District's adherence to environmental regulations and permits concerning watershed management. This might involve evaluating how well Valley Water manages ecological preservation, land use, and habitat protection within the watersheds.

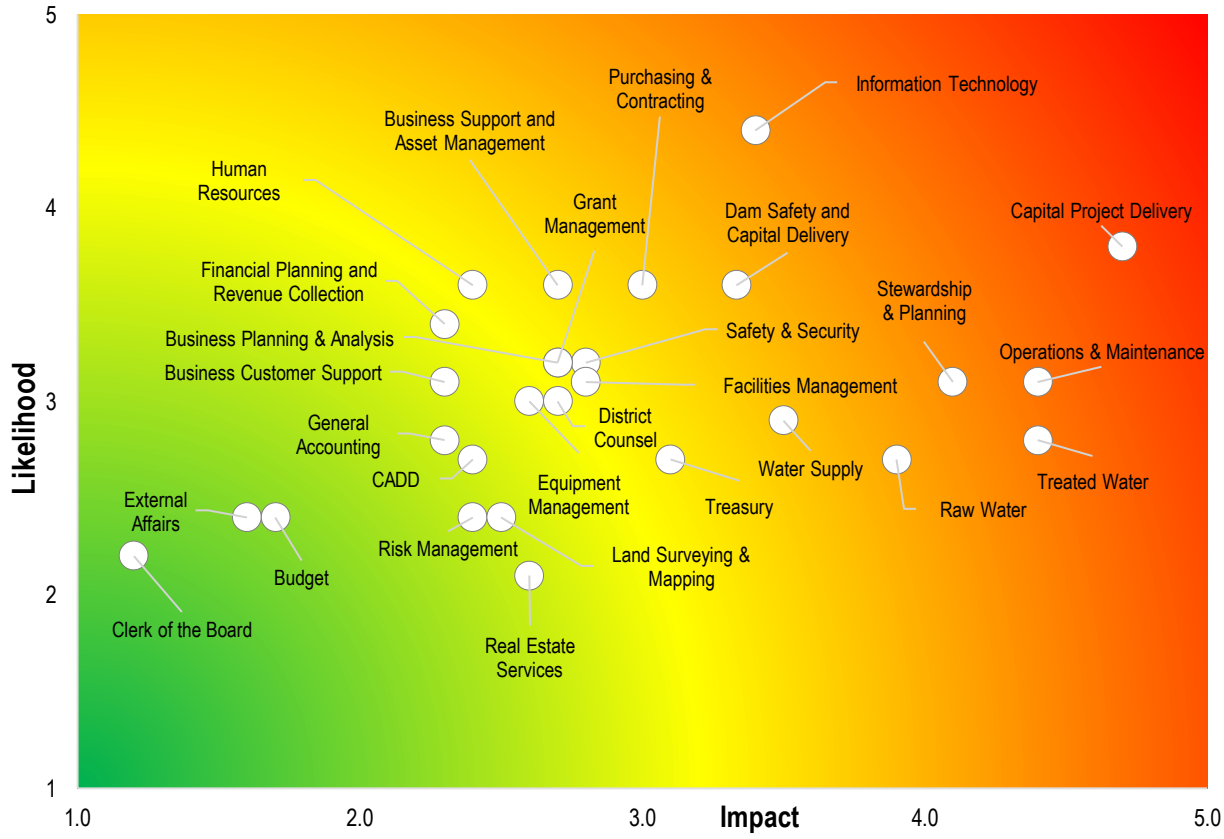
8) Valley Water's emergency response and preparedness, concentrating on the readiness and effectiveness of Water Utility Enterprises' emergency response and preparedness plans. It would assess the procedures in place to respond to natural disasters, water supply disruptions, and other emergencies, such as COVID-19, including communication protocols, resource allocation, and coordination with local authorities to ensure uninterrupted service during crises.

Risk Assessment Results

A Risk Assessment for audit planning purposes is intended to identify ways to optimize the value of limited audit resources. This includes identifying "high-risk" programs or operations—e.g., those involving the most resources, impacting the most residents, experiencing the greatest challenges, etc.—but it is not limited to identifying "high-risk" programs or operations. In addition to identifying Valley Water programs that are considered to be high- or moderate-risk for inclusion in the audit plan, consideration must also be given to ensuring broad coverage over a defined period of time. Below, we provide recommendations for the consideration of the Valley Water Board of Directors in the development of the Fiscal Year 2023-24 through Fiscal Year 2025-26 Three Year Audit Plan.

In considering the departmental profiles described in the prior section, we shift to a broader view of our assessment of risk throughout the District. In Exhibit 25 we provide a districtwide heat map, differentiating our assessment of risk among each of Valley Water's key programs and operations. In the lower left corner, we have several units or programs that present relatively low risk, including certain departmental administrative operations, the Office of the Clerk of the Board, the Office of the District Counsel, and other lower-risk operations. In the upper right corner, where the yellow meets the red, we find several divisions or programs for which we find reason to prioritize a performance audit. These include those programs or operations involving the most resources and having a substantial impact on Valley Water. The District's internal service programs tend to fall within the moderate-risk category.

EXHIBIT 25. DISTRICTWIDE PROGRAM RISK RATINGS



It is important to recognize, however, that effective audit plans do not solely focus on program areas that fall into the high-risk category. If this were the case, the same programs would be audited year after year. Rather, an effective audit plan ensures adequate coverage throughout the Valley Water's departments and programs. To achieve this, we recommend establishing an auditing cycle that ensures that the performance, programs, and/or activities of every department or office are audited, at least in part, on a periodic basis—such as on a three- to five-year cycle.

This risk assessment identified a total of 33 potential audit topics, which are presented in **Appendix A** of this report, which we present as the complete Fiscal Year 2023-24 through Fiscal Year 2025-26 Three Year Audit Plan. This list of audit engagements addresses every department within Valley Water, and provides a balance between internal service programs and those departments that fulfill Valley Water's core responsibilities—the Integrated Water, Watershed, and Water Utility business areas.

This, of course, is more than what can be achieved by Valley Water during any three-year period, both in terms of available audit resources and scheduling logistics. While the budget for Independent Board Audit Services will ultimately determine the number and scope of audits that can be completed in a given year, we understand that existing resources exist to perform up to three or four performance audits in a given year. With this in mind, we prioritize 12 audit engagements that we recommend for the three-year period between Fiscal Year 2023-24 and Fiscal Year 2025-26, as shown in Appendix B of this report. The ability to perform all 12, however, will be dependent on available resources and logistical considerations. Should the Board Audit Committee determine that it is not feasible to complete all 12 under current conditions, options available include reducing the number of priority audits, increasing budget resources, or extending the period to conduct the audits from three years to up to four or five years.

These audit topics are proposed as audit priorities for the Board Audit Committee's consideration. It is recognized, however, that prior to establishing each annual audit plan, the Independent Board Auditor will seek input from the Board Audit Committee and members of the Board to obtain input before determining the specific audits to be included in each annual audit plan. This allows for continued input and routine updating to the Three Year Audit Plan as a way to ensure it addresses current and emerging challenges faced by Valley Water.

Appendix A. Proposed Three-Year Audit Plan

This risk assessment resulted in the identification of 33 potential audits for consideration of the Valley Water Board of Directors. The Independent Board Auditor recommends the inclusion of these audit topics in the 2024-2026 Three-Year Audit Plan.

Office of the Chief Executive Officer

1) The District's **overall approach to performance measurement**, the purpose of which would be to identify ways to build upon exiting performance metrics in a manner that provides the Board reasonable assurances that metrics exist to evaluate progress to achieving Ends Policies, as well as to evaluate the overall efficiency and effectiveness of Valley Water operations.
2) The District's **overall compliance with Board policies**, including Board Governance Policies, Ends Policies, and Executive Limitations Policies.

Office of the Clerk of the Board

3) Evaluate the Office's **business processes, information systems, and workload management** practices to identify potential inefficiencies or opportunities for improvement in the Office's operational activities and administrative functions.

Office of District Counsel

4) Evaluate the Office's **business processes and information systems** to identify potential inefficiencies or opportunities for improvement in the Office's administrative functions.
5) Evaluate **risk management practices**, including the District's reliance on third-party administrators and service providers, risk retention and transfer evaluations, claims processing, and workplace health and safety programs, as well as existing workload demands and future opportunities to enhance risk management operations in a growing District government.

Administrative Services

6) **Information technology** is generally considered to be a moderate- to high-risk function in any government organization, and recommended performance audits typically focus on:
    a. Cybersecurity and network hygiene;
    b. Data management protocols;
    c. Customer service efficiency;
    d. Disaster recovery planning;
    e. Cost-effectiveness of operations, including contracting and purchasing; and
    f. Information technology project management policies, processes, and practices, and the consistency of the IT Department's efforts with best practices.

7) Determine whether the District's **human resources management** activities are consistent with industry standards; sufficient to ensure compliance with federal, state, and local laws and regulations; effective in attracting, retaining, and motivating a highly talented, qualified, and effective workforce; and appropriately resourced and right-sized for Valley Water. This should include key elements of human resources management, such as policies and procedures related to and its administration of the following:
    a. Hiring and recruiting;
    b. Classification and compensation;
    c. Employee recordkeeping;
    d. Human Resources Information System functionality and system controls;
    e. Employee relations and performance management;
    f. Benefits administration;
    g. Workplace investigations;
    h. Professional and workforce development, training, and succession planning;
    i. State and federal compliance.
8) The **administration of compensation** practices to ensure employer costs are appropriately controlled by determining whether benefit enrollment processes appropriately control employee enrollment and cost-sharing, including the verification of dependent eligibility, and the recording of employee compensation within Infor to ensure compensation (including bonuses and other differential pay) are appropriately approved and authorized.
9) **Cashiering processes**, including those performed through differing information and cashiering systems, the impact that staff turnover has had on cashiering operations, and the role of Finance and Administration in ensuring adequate internal and system controls associated with each.
10) Valley Water's **facilities maintenance program**, including evaluating the Department's ongoing control, monitoring, assessment, and maintenance of Valley Water facilities and properties to identify opportunities to enhance efficiencies and protect District assets.
11) Valley Water's **equipment management program**, including determining the extent to which the acquisition, maintenance, and control of equipment and fleet vehicles are performed in a manner consistent with best practices, controls over sensitive assets are effective to prevent misuse, routine and preventive maintenance is performed in accordance to acceptable guidelines, the potential for abuse of District vehicles/fuel/equipment is appropriately mitigated, and practices are both efficient and effective.
12) The overall efficiency of the **Emergency, Safety, & Security Division**, and the extent to which the Division carries out its responsibilities in a manner consistent with best practices and regulatory requirements. As well as assessing the adequacy of emergency preparedness in the face of situations such as unusual weather events, COVID-19, strikes, recessions, and climate change.

13) **Warehouse operations**, including the processes and protocols for inventory acquisition and management, conducting inventory audits, and otherwise controlling assets held in inventory, and the efficiency and effectiveness of such processes.

14) The **practices of the Business Customer Support program**, including its business and workload management practices, to identify potential inefficiencies or opportunities for improvement in the program's operational activities and administrative functions.

15) **Procurement** activities, including General Services' practices relating to the following:

    a. Ensuring consistency with Valley Water policies, procedures, and other relevant guidance;

    b. Proper segregation of duties with accounts payable functions and operational activities;

    c. Consistency with best practices;

    d. Efficiency in executing procurements in a manner that meets districtwide needs;

    e. Timeliness of contracting and procurement practices, including the identification of potential bottlenecks;

    f. Evaluating the appropriateness of the procurement vehicles used for different types of procurements, including the purchases of goods and supplies, professional services, construction contractors, operations and maintenance contractors, and other types of procurements; and

    g. Benchmarking research, including the extent to which Valley Water's procurement practices compare with other public sector agencies.

External Affairs

16) Evaluate **the Office's business processes, information systems, and workload management practices** to identify potential inefficiencies or opportunities for improvement in the Office's operational activities and administrative functions.

Finance

17) **Grant management activities**, including determining whether existing policies and procedures; systems of internal control related to the recording, tracking, and monitoring of grant funds to ensure full compliance and recovery; and staffing and system resources are sufficient to administer, optimize, and account for grant monies in an efficient and effective manner.

18) **Treasury operations**, including evaluating cash management, investment, treasury functions, and determining the extent to which investment and cash management activities adhere to best practices and established investment policies.

19) **Budget processes**, including evaluating budget and financial planning protocols and practices, the sufficiency of budgetary tools available to Valley Water management to monitor budget-to-actual performance, and the overall efficiency and effectiveness of the District's biennial budget cycle.

20) The efficiency and effectiveness of **system integration** between the Finance enterprise system, Infor, and other information systems utilized to manage Valley Water fiscal activity.

21) The **Completeness of policies and procedures**, including how they are maintained, updated, made available and communicated to all relevant parties.

22) **Accounts receivable**, including assessing the manual billing processes employed by Finance to bill and collect from utility customers.

23) **Financial analysis and forecasting** practices, including the extent to which revenue forecasting is consistent with best practices in an environment significantly impacted by the pandemic and climate change, particularly within Water Supply, and the extent to which forecasting models and fiscal policies provide an effective framework for ensuring long-term sustainability.

24) **Payroll and compensation** practices, including whether practices ensure total compensation and payments to employees, including executive management and Board members, comply with collective bargaining agreements and Board policies.

Integrated Water Management

25) Valley Water's **captial project delivery** activities, including the District's overall approach to project and construction management, the contract vehicles employed on capital projects, methods for monitoring contractors and evaluating contract compliance, and execution. The factors may include project timelines, budget management, staffing resources, inter-departmental coordination, contractor performance, and compliance with environmental and regulatory requirements for capital projects within the watersheds.

26) Valley Water's **infrastructure maintenance programs**, encompassing various elements related to **operations and maintenance**, including assessing Valley Water's methods for developing and maintaining **asset inventories**, determining the condition of existing assets, scheduling predictive and preventative maintenance, monitoring maintenance backlogs, work order scheduling, the extent to which Valley Water relies on outsourced service providers to augment in-house resources, and how well inventories are planned, maintained, and optimized to enhance overall operational efficiencies. As well as including evaluation of the use of asset management software or systems to extend the lifespan of critical infrastructure while minimizing operational costs. Maintenance assessments may include focusing on maintenance schedules, preventive maintenance programs, inspection procedures, and the allocation of resources for ongoing maintenance to ensure the continued functionality and safety of infrastructure assets.

27) The **Community Projects Unit's** processes for receiving applications for **permits**, processing and issuing permits, and measuring performance in meeting established goals.

28) Valley Water's **real estate management** activities, including the responsibilities of both the Real Estate Unit within Watersheds and the District Lands Management Program within Integrated Water Management, with the intent to evaluate Valley Water's overarching approach to managing real estate assets.

29) Valley Water's **Watershed management practices**, including the effectiveness of Watersheds in managing and preserving natural resources within the region's watersheds. This may cover

evaluating the impact of environmental conservation efforts, stewardship efforts, flood risk reduction measures, and ecological restoration initiatives.

30) Valley Water's **flood control infrastructure**, focusing on the maintenance and performance of flood control infrastructure such as dams, reservoirs, and levees. This could involve assessing the condition of these structures, compliance with safety standards, and preparedness for extreme weather events.

31) Valley Water's **environmental compliance** may include examining the District's adherence to environmental regulations and permits concerning watershed management. This might involve evaluating how well Valley Water manages ecological preservation, land use, and habitat protection within the watersheds.

32) Valley Water's **emergency response and preparedness**, concentrating on the readiness and effectiveness of Water Utility Enterprises' emergency response and preparedness plans. It would assess the procedures in place to respond to natural disasters, water supply disruptions, and other emergencies, such as COVID-19, including communication protocols, resource allocation, and coordination with local authorities to ensure uninterrupted service during crises.

33) Valley Water's operations of the **Raw and Treated Water Divisions**, including evaluating both Division's practices and strategies to maintain and ensure long-term sustainability, assessing the efficiency and effectiveness of core business operations, and adhering to leading industry practices.

Appendix B. Prioritized Audit Topics for the Board's Consideration

We recognize that the actual audit plan will be determined, in part, by the budgetary resources available for the Independent Board Auditor, which currently allow for a maximum of four audits per year. Nevertheless, for the Board's consideration, we present the following 12 audit engagements that we believe can be completed during the three-year period between Fiscal Year 2023-24 and Fiscal Year 2025-26.

1) Capital Project Delivery
    a. Valley Water's **captial project delivery** activities, including the District's overall approach to project and construction management, the contract vehicles employed on capital projects, methods for monitoring contractors and evaluating contract compliance, and execution. The factors may include project timelines, budget management, staffing resources, inter-departmental coordination, contractor performance, and compliance with environmental and regulatory requirements for capital projects within the watersheds.
2) Board Policies
    a. The District's **overall compliance with Board policies**, including Board Governance Policies, Ends Policies, and Executive Limitations Policies.
3) Clerk of the Board
    a. Evaluate the Office's **business processes, information systems, and workload management** practices to identify potential inefficiencies or opportunities for improvement in the Office's operational activities and administrative functions.
4) Human Resources
    a. Determine whether the District's **human resources management** activities are consistent with industry standards; sufficient to ensure compliance with federal, state, and local laws and regulations; effective in attracting, retaining, and motivating a highly talented, qualified, and effective workforce; and appropriately resourced and right-sized for Valley Water. This should include key elements of human resources management, such as policies and procedures related to and its administration of the following:
        i. Hiring and recruiting;
        ii. Classification and compensation;
        iii. Employee recordkeeping;
        iv. Human Resources Information System functionality and system controls;
        v. Employee relations and performance management;
        vi. Benefits administration;
        vii. Workplace investigations;
        viii. Professional and workforce development, training, and succession planning;

ix. State and federal compliance.

5) Operations & Maintenance and Asset Management

   a. Valley Water's **infrastructure maintenance programs**, encompassing various elements related to **operations and maintenance**, including assessing Valley Water's methods for developing and maintaining **asset inventories**, determining the condition of existing assets, scheduling predictive and preventative maintenance, monitoring maintenance backlogs, work order scheduling, the extent to which Valley Water relies on outsourced service providers to augment in-house resources, and how well inventories are planned, maintained, and optimized to enhance overall operational efficiencies. As well as including evaluation of the use of asset management software or systems to extend the lifespan of critical infrastructure while minimizing operational costs. Maintenance assessments may include focusing on maintenance schedules, preventive maintenance programs, inspection procedures, and the allocation of resources for ongoing maintenance to ensure the continued functionality and safety of infrastructure assets.

6) Information Technology

   a. **Information technology** is generally considered to be a moderate- to high-risk function in any government organization, and recommended performance audits typically focus on:

      i. Cybersecurity and network hygiene;

      ii. Data management protocols;

      iii. Customer service efficiency;

      iv. Disaster recovery planning;

      v. Cost-effectiveness of operations, including contracting and purchasing; and

      vi. Information technology project management policies, processes, and practices, and the consistency of the IT Department's efforts with best practices.

7) Purchasing and Contracting

   a. **Procurement** activities, including General Services' practices relating to the following:

      i. Ensuring consistency with Valley Water policies, procedures, and other relevant guidance;

      ii. Proper segregation of duties with accounts payable functions and operational activities;

      iii. Consistency with best practices;

      iv. Efficiency in executing procurements in a manner that meets districtwide needs;

      v. Timeliness of contracting and procurement practices, including the identification of potential bottlenecks;

      vi. Evaluating the appropriateness of the procurement vehicles used for different types of procurements, including the purchases of goods and supplies,

professional services, construction contractors, operations and maintenance contractors, and other types of procurements; and

vii. Benchmarking research, including the extent to which Valley Water's procurement practices compare with other public sector agencies.

8) Safety & Security

   a. The overall efficiency of the **Emergency, Safety, & Security Division**, and the extent to which the Division carries out its responsibilities in a manner consistent with best practices and regulatory requirements. As well as assessing the adequacy of emergency preparedness in the face of situations such as unusual weather events, COVID-19, strikes, recessions, and climate change.

9) Raw and Treated Water

   a. Assessing the infrastructure maintenance and sustainability within Valley Water's **Raw and Treated Water Divisions** would include a thorough evaluation of both Division's practices and strategies to maintain and ensure long-term sustainability of its critical infrastructures. This would assess the performance of the two Divisions in managing the aging infrastructure, assessing the risks associated with deferred maintenance, as well as the focus on optimizing the allocation of resources.

10) Stewardship and Planning

   a. Valley Water's **flood control infrastructure**, focusing on the maintenance and performance of flood control infrastructure such as dams, reservoirs, and levees. This could involve assessing the condition of these structures, compliance with safety standards, and preparedness for extreme weather events.

11) Treasury

   a. **Treasury operations**, including evaluating cash management, investment, treasury functions, and determining the extent to which investment and cash management activities adhere to best practices and established investment policies.

12) Water Supply

   a. **Financial analysis and forecasting** practices, including the extent to which revenue forecasting is consistent with best practices in an environment significantly impacted by the pandemic and climate change, particularly within Water Supply, and the extent to which forecasting models and fiscal policies provide an effective framework for ensuring long-term sustainability.

Santa Clara Valley Water District

File No.: 25-0896

Agenda Date: 12/9/2025
Item No.: *6.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive Report of Bids, Ratify Addenda, Waive Minor Irregularities, Approve the Contingency Fund, and Award the Construction Contract to Mountain Cascade, Inc., for the Penitencia Water Treatment Plant Residuals Management Project, Project No. 93234044, Contract No. 0711 in the Sum of $90,569,600 (City of San Jose, District 3).

RECOMMENDATION:
A. Ratify Addenda No(s). 1 through 10 to the Contract Documents for the Penitencia Water Treatment Plant Residuals Management Project;
B. Waive minor irregularities in Mountain Cascade, Inc.'s bid;
C. Award the Construction Contract to Mountain Cascade, Inc., located in Livermore, CA, in the sum of $90,569,600; and
D. Approve a contingency sum of $13,585,440 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

SUMMARY:
The objective of the Penitencia Water Treatment Plant Residuals Management Project (Project) is to address age, capacity, efficiency, and reliability issues with the plant's existing Residuals Management System (RMS) to ensure that the plant efficiently and reliably provides potable water to retailers in the Santa Clara Valley Water District's (Valley Water) service area while meeting applicable regulatory standards. The scope of work for the Project includes improvements to the following components of the RMS: washwater handling and treatment, sludge handling and dewatering, and sedimentation basin sludge withdrawal.

Project Background

The Penitencia Water Treatment Plant (PWTP), constructed in 1974, is the smallest of Valley Water three potable water treatment plants. The plant delivers up to 42 million gallons of water per day to retailers, businesses, and residents within Valley Water's service area. The plant services the North San Jose and Milpitas areas, supplying safe drinking water to approximately 270,000 residential and commercial users.

The existing RMS facilities have become increasingly inefficient, less reliable, and labor intensive to operate and maintain. The original design of the RMS process makes it difficult to achieve current water quality standards and constrains existing plant operations. The Project construction is estimated to take four (4) years to complete.

Addenda Ratification

Ten (10) addenda were issued during the bid advertisement period to clarify the Project Contract Documents and answer bidders' questions. To formally incorporate the Addenda into the Project Contract Documents, staff recommends that the Board ratify the addenda.

Releasing certain information in the Addenda, including identification of the sole source products and details of the integration of the products into the existing information technology systems, to the public, may increase the potential for an attack on a Valley Water information technology system. To protect Valey Water's information technology systems, all parties interested in accessing the Project Plans, Specifications and addenda were registered as a vendor at the Valley Water Vendor Portal and submitted a completed Non-Disclosure Agreement (NDA) to access the Contract Documents.

The Penitencia Water Treatment Plant Residuals Management Project Plans and Specifications were provided by separate communication to the Board for their review prior to taking the recommended action to adopt the Plans and Specifications for bid advertisement. As the Addenda include similar sensitive information, the Addenda were also provided by separate communication to Valley Water's Board of Directors for their review prior to taking the recommended action to ratify.

Waiver of Minor Irregularity

During the bid evaluation process, staff identified that Bid Form 7 (Bidder's General Information) submitted by Mountain Cascade, Inc. (MCI) was missing the attachment for the Resume of Designated Authorized Representative under Article 5. MCI subsequently provided the required document in accordance with the requirements. The submittal of this document did not result in any material change to MCI's bid.

The staff is recommending that the Board of Directors waive this minor irregularity and authorize the award of the construction contract for the Project to Mountain Cascade, Inc.

Contract Award

A report of bids received at the bid opening for the Project on November 12, 2025, is summarized in Table 1, including the Engineer's estimate for Project budgeting purposes (refer to the Financial Impact section).

The lowest responsible, responsive bid was submitted by Mountain Cascade, Inc.,of Livermore, CA. The bid submitted by Mountain Cascade, Inc., is 3% below the Engineer's estimate of $93,414,386.

Staff reviewed the bid proposals and recommends the Board award the Construction Contract to

Mountain Cascade, Inc., as the responsible bidder, submitting the lowest responsive bid.

Table 1: Bid Opening Results

Contractor(s)	Bid Price	Difference from EE (-) or +%	Deemed Responsive
Mountain Cascade, Inc., (Livermore, CA)	**$90,569,600**	**(-) 3.%**	**Yes**
Anvil Builders Inc., (Emeryville, CA)	$98,649,900	(+) 6%	Yes
J.F. Shea Construction, Inc., (Walnut, CA)	$103,386,200	(+) 11%	Yes
Steve P. Rados, Inc., (Santa Ana, CA)	$117,171,000	(+) 25%	Yes
Kiewit Infrastructure West Co., (Fairfield, CA)	$133,189,200	(+) 43%	Yes
Engineer's Estimate (EE)	$93,414,386		

Contingency Funds
The Contract award sum for the Project is $90,569,600. To allow staff to quickly address unforeseen or changed site conditions and other unanticipated occurrences, without causing unnecessary delays or consequential costs to the Project, staff recommends the Board approve encumbering a contingency amount of $13,585,440, which amounts to 15% of the contract amount for the subject Project.

The above contingency amount was estimated due to the known and unknown risks, such as:

1. Unforeseen internal conditions and field conditions that may be different from the baseline and as-built information used in preparation of the Project Contract Documents;

2. Unanticipated variances in quantities and cost of various lump sum items estimated in the Bid Proposal;

3. Differing site conditions;

4. Coordination issues and risks associated with weather conditions; and

5. Impacts associated with plant shutdowns, operation and maintenance activities, and keeping the plant operational during construction.

Approval of individual change orders for the Project will be subject to approval at the following designated amounts:

Engineering Unit Manager:	$250,000
Deputy Operating Officer:	$500,000
Assistant CEO	$2,500,000
CEO:	Up to $5,000,000

Relevant Prior Board Actions

On March 25, 2025, the Board adopted a resolution setting the time and date of a Public Hearing on the Final Mitigated Negative Declaration (MND) and Engineer's Report for the Project, to be held on April 8, 2025.

On April 8, 2025, the Board conducted a Public Hearing on the Final MND and Engineer's Report for the Project, adopted a resolution approving the Final MND and the Mitigation Monitoring and Reporting Program (MMRP) for the Project, adopted a resolution approving the Engineer's Report for the Project, and approved the Project.

On August 12, 2025, the Board found the Project is substantially complex and requires a construction contract retention of ten percent (10%), designated certain components as sole source products, adopted the Plans and Specifications, authorized advertisement for bids, and authorized the Designated Engineer to issue addenda during the bidding process.

Outreach to Bidders

The Notice to Bidders was made available to Valley Water's registered PlanetBids vendors with the appropriate classifications to perform the Work. Chambers of Commerce, plan rooms (Builder Exchanges), and Valley Water's website were also used to solicit interest in the Project. Broader advertising efforts also included three placements of the Invitation to Bid in the San Jose Post-Record.

Small Business Program

This project was advertised incorporating the Small Business Enterprise (SBE) Outreach Program that establishes a small business subcontracting participation goal of at least 30 percent for non-SBE Bidders. The contractor met the goals of the program by demonstrating compliance through the Good Faith Effort process.

Right of Way and Agreements

All work will be done on Valley Water property.

Valley Water and GL Renewables, LLC have reached an agreement related to the relocation of third-party owned solar equipment located in the Project area. The Letter of Agreement - Solar Power Site license Agreement Section 6.b, has been approved by the Valley Water Interim Chief Executive Officer and is fully executed by the parties.

Regulatory Permits

Permits to be obtained by the Contractor during the construction of this Project include but are not limited to the following:

1. Hazardous Materials Permit(s) from the City of San Jose Fire Department
2. Fire Alarm and Sprinkler Permit(s) from the City of San Jose Fire Department
3. Short Term Wastewater Discharge Permit from the City of San Jose Environmental Services Department

Public Outreach

As the proposed Project involves replacing and upgrading the existing treatment plant facilities, their impacts on the surrounding community are anticipated to be relatively modest. The construction contract documents include requirements and measures to minimize impacts during construction. Neighbors will be informed of potential issues, as appropriate.

Next Steps
If the Board approves the recommendations, staff will proceed with administering the Project construction, which is anticipated to begin in February 2026 and be completed by January 2030.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with the recommended action for the Project. The recommended action is unlikely to or will not result in any significant adverse effect upon the environment because mitigation measures have been incorporated into the Project to avoid, minimize, and reduce potential impacts to less-than-significant.

FINANCIAL IMPACT:
The Penitencia Water Treatment Plant Residuals Management Project, Project No. 93234044, is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and in the FY 2026-27 Adopted Budget. The total cost for the recommended construction contract, including the change order contingency of $13,585,440, is $104,155,040. The impact of the construction contract would be an increase of approximately $35 million to the total Project cost reflected in the CIP FY 2026-30 Five-Year Plan. The increase in the total Project cost will be incorporated into the Preliminary CIP FY 2027-31 Five-Year Plan.

Funds to cover the remaining anticipated construction costs will be included in the biennial budget process and recommended by staff during the annual fiscal year budget process or through budget adjustment(s) if needed.

The Project, is funded by the Water Utility Enterprise Fund (Fund 61) with 100% of the costs allocated to Zone W-2 (North County).

CEQA:
A Final Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Penitencia Water Treatment Plant Residuals Management Project was adopted by the Board on April 8, 2025. A Notice of Determination has been prepared and filed with the County of Santa Clara Office of the Clerk-Recorder on April 23, 2025. During Project construction, Valley Water and its contractor will comply with all applicable BMPs and MMRPs from the Project MND and permit conditions.

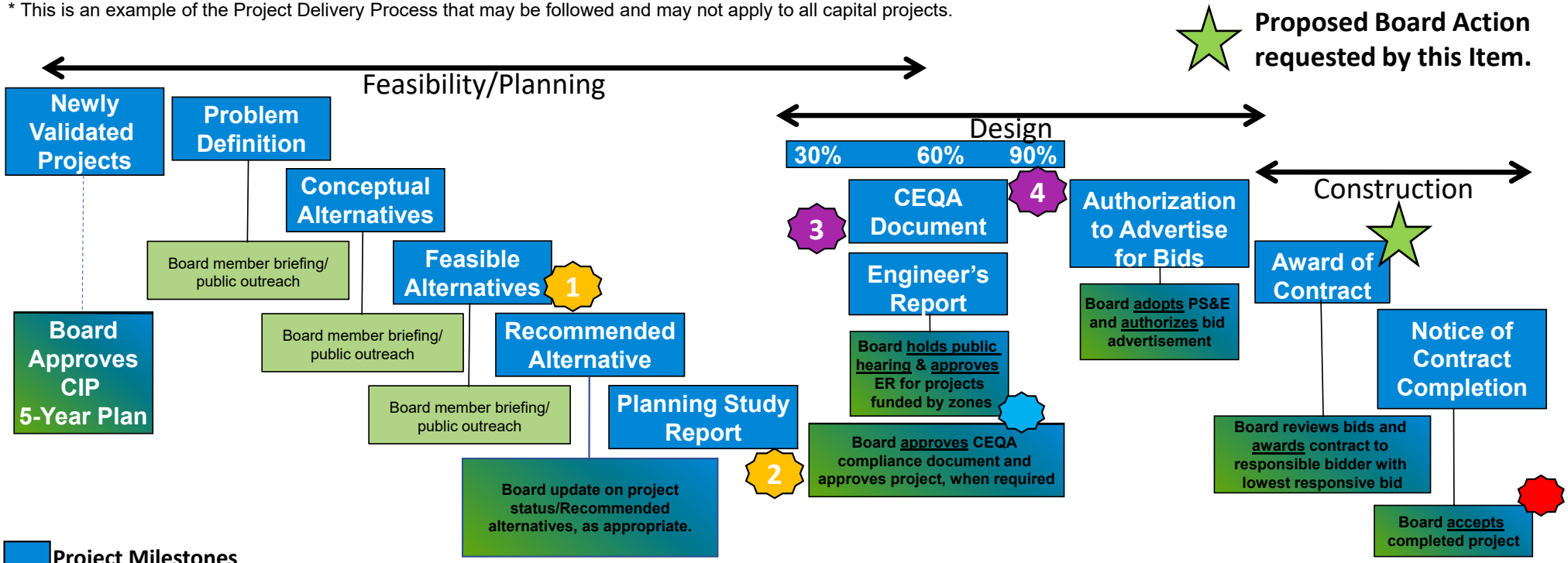
ATTACHMENTS:
Attachment 1: Project Delivery Process Chart
Attachment 2: Location Map

UNCLASSIFIED MANAGER:
Emmanuel Aryee, 408-630-3074

CIP Processes Overview

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*

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



F-751-093 Project Delivery Process Chart for Board Agenda Items Revision: F Effective Date: 02/16/2024

Valley Water

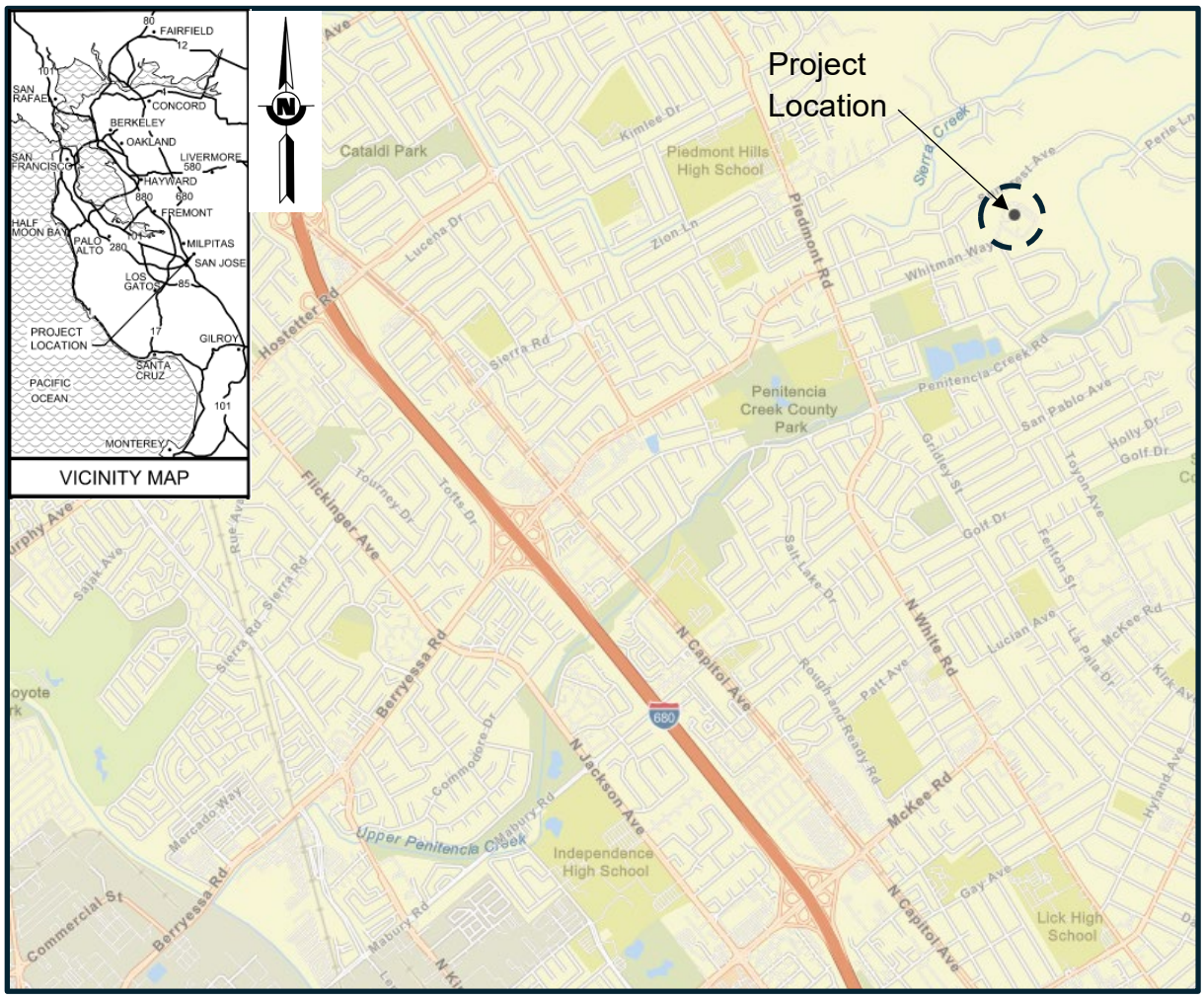
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Project Location Map

Project Name: Penitencia Water Treatment Plant Residuals Management Project

Project Address: 3959 Whitman Way, San Jose, Santa Clara County, CA, 95132

Project No.: 93234044



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File No.: 25-0968

Agenda Date: 12/9/2025
Item No.: 7.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve Amendment No. 3 to Agreement No. A4306A with GEI Consultants, Inc. for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes.

RECOMMENDATION:
Approve Amendment No. 3 to Agreement No. A4306A with GEI Consultants, Inc. for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes.

SUMMARY:
Agreement A4306A (Agreement) with GEI Consultants, Inc. (Consultant) was awarded on December 10, 2019, by the Board to provide On-Call Planning & Design Services for Water Resources and Stewardship.

Amendment No. 3 to the Agreement will extend the term of the Agreement by one year, incorporate administrative updates, and add funding in the amount of $500,000, for a revised total fee of $1,500,000.

Background

Santa Clara Valley Water District's (Valley Water) engineering staff routinely provides technical support for long-range watershed master planning and capital project planning. These On-Call Planning and Design services contracts are intended to support the services performed by Valley Water staff and provide additional services, as needed.

The objective of this Agreement is to support District staff to: Develop long-range plans to implement projects that integrate flood protection, water supply and environmental stewardship; conduct

planning studies to provide watershed and site-specific plans for water supply, flood risk reduction, and ecological restoration and/or enhancement plans; provide services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and build community support through planning
processes for plan and project implementation. This Agreement is structured to supplement expertise or staffing needed for timely delivery of work products in Valley Water annual budget.

Consultant currently provides a range of consulting services, as requested by Valley Water, to supplement staff resources for completing long-range plans and planning and conceptual design projects.

Relevant Prior Actions

On December 10, 2019, the Board approved Agreement No. A4306A with GEI Consultants, Inc. for On-Call Planning & Design Services for Water Resources and Stewardship for not-to-exceed fee of $1,000,000 for the initial base term of four years, with the option to renew for up to one year, at the sole discretion of Valley Water, for an additional amount of $500,000.

On August 7, 2023, the Acting Purchasing and Contracts Manager approved Amendment No. 1 to Agreement No. A4306A (Agreement) with GEI Consultants, Inc.
(Consultant) to extend the term only from November 11, 2023 to November 11, 2024.

On September 28, 2023, the Acting Purchasing and Contracts Manager approved Amendment No. 2 to Agreement No. A4306A (Agreement) with GEI Consultants, Inc. (Consultant) to extend the term only from November 11, 2024 to December 31, 2025.

Need for Amendment No. 3

Approval of Amendment No. 3 to the Agreement with GEI Consultants, Inc. will provide the Consultant with additional time and funds to continue their work supporting services performed by Valley Water's staff on project and master planning for flood risk reduction, environmental stewardship, and water supply.

Specifically, this amendment extends the Agreement term by one year, from December 31, 2025, to December 31, 2026 and increases the fee by $500,000 for a revised total fee of $1,500,000.

Examples of projects that the Consultant may be requested to continue to support during this extension and with the additional funds include but are not limited to: Watershed Master Plans; watershed-specific or stream corridor management plans; water supply, flood protection, and ecological enhancement and restoration projects; and community outreach in support of various planning processes.

A portion of the Amendment is expected to be financed by the Water Infrastructure Finance and Innovation Act (WIFIA) pursuant to the United States Environmental Protection Agency WIFIA Master Agreement with Valley Water entered into through its

Santa Clara Valley Water District Public Facilities Financing Corporation, for the SCVWD Master Program for Water Reliability Program (WIFIA Agreement) dated February 14, 2023.

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:
Execution of Amendment No. 3 will result in an increase of the Agreement not-to-exceed amount by $500,000 for a total revised Not-to-Exceed Fee of $1,500,000. No funds will be encumbered at this time. On-call services will be charged in accordance with each approved task order to budgeted funds from the appropriate projects. There are adequate funds in the project's FY 2025-26 Budget for anticipated services for this fiscal year. Funds to cover subsequent fiscal year services will be recommended by staff as part of the biennial budget process or through budget adjustments.

CEQA:
The recommended action does not constitute a "project" under the California Environmental Quality Act (CEQA) because it does not have the potential to result in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Amendment No. 3
Attachment 2: Amendment No. 2
Attachment 3: Amendment No. 1
Attachment 4: Original Agreement

UNCLASSIFIED MANAGER:
Lisa Bankosh, 408-630-2618

Attachment A
Government Code §84308

Approve Amendment No. 3 to Agreement No. A4306A with GEI Consultants, Inc. for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, and incorporating administrative changes.

List of Parties and Their Agents/Representatives Known to Staff

Organization Name	**Name**	**Role**	**Location**
GEI Consultants, Inc.	Mark Freitas	Vice President	180 Grand Avenue, Suite 1410 Oakland, CA 94612

List of Participants and Their Agents/Representatives Known to Staff

Organization Name	**Name**	**Role**	**Location**
Balance Hydrologic, Inc.	Shawn Chartrand	Strategic Intergration, Engineering Feasibility, Modeling	800 Bancroft Way, Suite 101 Berkeley, CA 94710
Convey Inc.	Sybil E. Hatch	Strategic Integration, Stakeholder partnerships, messaging, communication	5901 Christie Ave., Suite 405 Emeryville, CA 94608
InterEthnica	Lisa Abboud	Social Equity/Language Translation	BO Rausch St., Suite 307 San Francisco, CA 94103
Jodi McGraw Consulting	Jodi M. McGraw	Conversation & Open Space Planning	PO Box 221 Freedom, CA 95019
Stillwater Sciences Inc.	Bruce Orr	Strategic Integration, Ecosystem Processes, Habita Restoration	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705

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AMENDMENT NO. 3 TO AGREEMENT A4306A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND GEI CONSULTANTS, INC.

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4306A (Agreement) dated December 10, 2019, as amended through Amendment No. 1 dated August 11, 2023, and Amendment No. 2 dated September 28, 2023 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and GEI CONSULTANTS, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services Project;

WHEREAS, the Agreement currently expires on December 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement to 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 Water Resources and Stewardship Support Services, to extend the term of the Agreement, to increase the Not-To-Exceed fee, and to incorporate administrative changes for Valley Water's On-Call Geotechnical Engineering Services Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement and Amendments No. 1 and Amendment No. 2 Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Revised Schedule OC, Scope of Services, Section 1, Representatives is amended as set forth herein as follows:

"**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).

Samantha Greene (VWPM)
Water Policy & Planning Manager
Watersheds Stewardship and Planning
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2275
Email: sgreen@valleywater.org

Lisa Bankosh
Assistant Officer
Watersheds Stewardship and Planning

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Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Phone: (408) 630-2618
Email: lbankosh@valleywater.org

John Bourgeois
Deputy Operating Officer
Watersheds Stewardship and Planning
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 and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Rebecca Verity
Program Manager
GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

Phone: (510) 350-2900
Email: rverity@geiconsultants.com

C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer below.

Mark Freitas
Vice President, Sr. Consultant
GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

Phone: (510) 350-2906
Email: mfreitas@geiconsultants.com"

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2. Revised Standard OC Agreement, Revised Appendix One, Additional Legal Terms, is amended as stated in the Revised Standard OC Agreement, Revised Appendix One, Additional Legal Terms, attached hereto and incorporated herein by this reference.

3. Revised Schedule OC, Revised Attachment One, Fees and Payments is amended as set forth in the Revised Schedule OC, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.

4. Revised Schedule OC, Revised Attachment Two, Schedule of Completion, Section 2. is amended to state as follows:

   "2. This Agreement expires on December 31, 2026, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties."

5. All other terms and conditions of the Agreement A4306A, and Amendments No. 1 and 2 not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A4306A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

_____
Candice Kwok-Smith
Clerk, Board of Directors

GEI CONSULTANTS, INC.
Consultant

By: Signed by: Mark Freitas 92D55070D9CC470...
Mark Freitas
Vice President, Sr. Consultant

Date: 10/20/2025

Consultant's Address:
180 Grand Avenue, Suite 1050
Oakland, CA 94612

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AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED STANDARD ON-CALL 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 shall not submit a proposal if there is a conflict of interest:

A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement (Note: a conflict may not exist where Consultant's Services did not create an unfair competitive advantage, where Consultant did not influence any of the District's decisions relating to the new agreement, and where Consultant's provision of Services amounts to a limited technical role overall);

B. In response to any request for proposal or District 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.

District shall retain the right to disqualify Consultant from any future agreement or services where it determines that a conflict of interest would apply.

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 (UNCHANGED)

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 40% or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC, Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals (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 the District Project Manager.

B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.

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C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed $50,000.

D. The total not-to-exceed amount for any one Task Order shall not exceed $200,000.

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 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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AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED STANDARD ON-CALL CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS

1. 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.

2. 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.

3. 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.

4. 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)*
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. 3 TO AGREEMENT A4306A
REVISED SCHEULE OC
ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **$1,500,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount, if any, that will be authorized pursuant to this Agreement. The District, at its sole discretion, may issue Task Orders.**

2. Terms and Conditions (UNCHANGED)

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. 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 the District, provided Consultant submits written notice to District 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 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. **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 as approved by the District Project Manager will be billed monthly at actual cost linked to each Task Order, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.

2. Equipment purchased on behalf of the District that costs $50 or more must receive the prior written approval of the District Project Manager. All equipment purchased

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on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.

3. Travel expenses are reimbursed at actual cost. Travel and overnight accommodations including per diem, required for performance of this Agreement will be paid per diem at the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District 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 for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.

D. For staff with rates exceeding the rate of $350/hr., the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

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AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED SCHEULE OC
ATTACHMENT ONE
FEES AND PAYMENTS

HOURLY/UNIT RATE SCHEDULE (REVISED)

CLASSIFICATION	ORIGNIAL HOURLY/ UNIT RATE (EFFECTIVE 12/10/2019)	HOURLY/ UNIT RATE (EFFECTIVE 10/27/2021)	HOURLY/ UNIT RATE (EFFECTIVE 12/29/22)	HOURLY/ UNIT RATE (EFFECTIVE 12/01/2023)	HOURLY/ UNIT RATE (EFFECTIVE 12/01/2024)
Consultant: GEI Consultants, Inc.					
Senior Principal - Grade 10	$350	$360.50	$371.32	$382.45	$393.93
Senior Consultant – Grad 9	$350	$360.50	$371.32	$382.45	$393.93
Senior Consultant - Grade 8	$280	$288.40	$297.05	$305.96	$315.14
Senior Professional - Grade 7	$256	$263.68	$271.59	$279.74	$288.13
Senior Professional - Grade 6	$214	$220.42	$227.03	$233.84	$240.86
Senior Professional - Grade 5	$175	$180.25	$185.66	$191.23	$196.96
Project Professional - Grade 4	$152	$156.52	$161.26	$166.09	$171.08
Project Professional - Grade 3	$135	$139.05	$143.22	$147.52	$151.94
Staff Professional - Grade 2	$130	$133.90	$137.92	$142.05	$146.32
Staff Professional - Grade 1	$120	$123.60	$127.31	$131.13	$135.07
Administrative/Editing Staff			$120	$123.60	$127.31
Subconsultant: Balance Hydrologics					
Senior Principal	$239	$246.17	$253.56	$261.16	$269.00
Principal	$192	$197.76	$203.69	$209.80	$216.10
Senior Professional	$147	$151.41	$155.95	$160.63	$165.45
Project Professional	$131	$134.93	$138.98	$143.15	$147.44
Senior Staff Professional	$121	$124.63	$128.37	$132.22	$136.19
Staff Professional	$114	$117.42	$120.94	$124.57	$128.31
Assistant Professional	$102	$105.06	$108.21	$111.46	$114.81
Senior Project Administrator	$131	$134.93	$138.98	$143.15	$147.44
Report Specialist	$87	$89.61	$92.30	$95.07	$97.92
Subconsultant: Convey, Inc.					

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Outreach Strategist, Senior	$194	$199.82	$205.81	$211.99	$218.35
Content Manager, Senior	$184	$189.52	$195.21	$201.06	$207.09
Content Manager, Associate	$137	$141.11	$145.34	$149.70	$154.19
Graphic Designer, Senior	$159	$163.77	$168.68	$173.74	$178.96
Graphic Designer, Associate	$137	$141.11	$145.34	$149.70	$154.19
Digital Producer, Senior	$165	$169.95	$175.05	$180.30	$185.71
Digital Producer, Associate	$137	$141.11	$145.34	$149.70	$154.19
Subconsultant: Interethnica, Inc.					
Cultural Strategist	$150	$154.50	$159.14	$163.91	$168.83
Project Manager	$125	$128.75	$132.61	$136.59	$140.69
Subconsultant: Jodi McGraw Consulting					
Principal Ecologist	$125	$128.75	$132.61	$136.59	$140.69
Associate Ecologist	$100	$103.00	$106.09	$109.27	$112.55
Assistant Ecologist	$75	$77.25	$79.57	$81.95	$84.41
Subconsultant: Stillwater Sciences					
Principal	$236	$243.08	$250.37	$257.88	$265.62
Senior Project Manager	$160	$164.80	$169.74	$174.84	$180.08
Project Manager	$129	$132.87	$136.86	$140.96	$145.19
Biologist I	$107	$110.21	$113.52	$116.92	$120.43
Biologist II	$122	$125.66	$129.43	$133.31	$137.31
Biologist III	$159	$163.77	$168.68	$173.74	$178.96
Senior Biologist	$180	$185.40	$190.96	$196.69	$202.59
Planner I	$113	$116.39	$119.88	$123.48	$127.19
Planner II	$141	$145.23	$149.59	$154.07	$158.69
Planner III	$180	$185.40	$190.69	$196.69	$202.59
Senior Planner	$216	$222.48	$229.15	$236.03	$243.11
Restoration Designer I	$110	$113.30	$116.70	$120.20	$123.81
Restoration Designer II	$137	$141.11	$145.34	$149.70	$154.19
Restoration Designer III	$168	$173.04	$178.23	$183.58	$189.09
Senior Engineer	$227	$233.81	$240.82	$248.05	$255.50

AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED SCHEULE OC
ATTACHMENT ONE
FEES AND PAYMENTS

Senior Technical Specialist	$197	$202.91	$209.00	$215.27	$221.73
Field Technician	$94	$96.82	$99.72	$102.72	$105.80
GIS/CADD Technician	$78	$80.34	$82.75	$85.23	$87.79
Project Coordinator	$87	$89.61	$92.30	$95.07	$97.92

Notes:
1. New classification and rates were approved administratively as documented in letters from Valley Water to Consultant dated December 29,2022, also documented in VW internal administrative form (FC 1165) and have been incorporated in Amendment No. 3.
2. Hourly rates for Consultant and Subconsultants were approved administratively as documented in letters from Valley Water to Consultant dated October 19, 2021, October 27, 2021, December 29, 2022, and December 01, 2023, also documented in VW internal administrative form (FC 1165) and have been incorporated in Amendment No. 3.

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AMENDMENT NO. 3 TO AGREEMENT A4306A
REVISED SCHEULE OC
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Rebecca Verity	Senior Professional - Grade 7	Program Manager	180 Grand Avenue, Suite 1410 Oakland, CA 94612 (510) 350-2900 rverity@geiconsultants.com
Matthew Powers	Senior Professional - Grade 7	Strategic Integration, Engineering Feasibility	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2902 mpowers@geiconsultants.com
Kwabena Asante	Senior Professional - Grade 6	Strategic Integration, Climate Vulnerability	2868 Prospect Park Drive,Suite 400 Rancho Cordova, CA 95670 (916) 631-4573 kasante@geiconsultants.com
Mark Freitas	Senior Consultant - Grade 8	Engineering Feasibility	180 Grand Ave., Suite 1410 Oakland, CA 94612 (510) 350-2906 mfreitas@peiconsultants.com

2. The following Subconsultants are authorized to perform Services on the Agreement:

Firm	Project Role	Contact Information
Balance Hydrologics, Inc.	Strategic Integration, Engineering Feasibility, Modeling	Shawn Chartrand Balance Hydrologics, Inc. 800 Bancroft Way, Suite 101 Berkeley, CA 94710 (510) 704-1000 schartrand@balancehydro.com
Convey Inc.	Strategic Integration, Stakeholder partnerships, messaging, communication	Sybil E. Hatch 5901 Christie Ave., Suite 405 Emeryville, CA 94608 (510) 558-8825 x101 s.hatch@conveyinc.com
Stillwater Sciences Inc.	Strategic Integration, Ecosystem Processes, Habitat Restoration,	Bruce Orr 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 (510) 848-8098 x111 bruce@stillwatersci.com

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AMENDMENT NO. 2 TO AGREEMENT A4306A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND GEI CONSULTANTS, INC.

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4306A (Agreement) dated December 10, 2019, and Amendment No. 1 dated August 11, 2023 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and GEI CONSULTANTS, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services to Valley Water;

WHEREAS, the Agreement expires on November 11, 2024; and

WHEREAS, the Parties desire to extend the term of the Agreement to allow Consultant to continue providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services; and

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement and Amendment No. 1 Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Attachment Two to Schedule OC, Schedule of Completion, subsection 2 is amended to state as follows:

   "2. This Agreement expires on December 31, 2025 unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties. The additional option to increase the Agreement total Not-to-Exceed amount from $1,000,000 to $1,500,000 remains and may be exercised at the sole discretion of the District. The exercise of this option must be in the form of a written amendment signed by both Parties."

2. All other terms and conditions of the Agreement A4306A, and Amendment No. 1 not otherwise amended as stated herein remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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AMENDMENT NO. 2 TO AGREEMENT A4306A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GEI CONSULTANTS, INC.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A4306ATHROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: DocuSigned by: Alicia Fraumeni DCCC476B58DB436...
Alicia Fraumeni
Acting Purchasing and Contracts Manager
Purchasing and Consultant Contracts
Services Unit

Date: 9/28/2023

GEI CONSULTANTS, INC.
Consultant

By: DocuSigned by: Mark Freitas 92D55070D9CC470...
Mark Freitas
Vice President, Sr. Consultant

Date: 9/25/2023

Consultant's Address:
180 Grand Avenue, Suite 1410
Oakland, Ca 94612

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AMENDMENT NO. 1 TO AGREEMENT A4306A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND GEI CONSULTANTS, INC.

This Amendment No. 1 (Amendment) amends the terms and conditions of the Standard On-Call Consultant Agreement A4306A (Agreement) dated December 10, 2019 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and GEI CONSULTANTS, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services to Valley Water;

WHEREAS, the Agreement expires on November 11, 2023; and

WHEREAS, the Parties desire to extend the term of the Agreement to allow Consultant to continue providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services; and

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. Attachment Two to Schedule OC, Schedule of Completion, subsection 2 is amended to state as follows:

   "2. This Agreement expires on November 11, 2024 unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties. The additional option to increase the Agreement total Not-to-Exceed amount from $1,000,000 to $1,500,000 remains and may be exercised at the sole discretion of the District. The exercise of this option must be in the form of a written amendment signed by both Parties."

2. All other terms and conditions of the Agreement 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 THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

DocuSigned by:
By: Alicia Fraumeni
DC0C476B58DB436...
Alicia Fraumeni
Acting Purchasing and Contracts Manager
Purchasing and Consultant Contracts Services Unit

Date: 8/7/2023

GEI CONSULTANTS, INC.
Consultant

DocuSigned by:
By: Mark Freitas
92D55070D9CC470...
Mark Freitas
Vice President, Sr. Consultant

Date: 8/7/2023

Consultant's Address:
180 Grand Avenue, Suite 1410
Oakland, Ca 94612

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STANDARD ON-CALL CONSULTANT AGREEMENT

(For Capital Consultant Agreements)

Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and GEI CONSULTANTS, INC., a Massachusetts Corporation (Consultant), individually the Party or collectively the Parties.

WHEREAS, the District desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, the District and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule, Scope of Services, attached hereto and incorporated herein by this reference (Schedule). The District may require Consultant to provide all or a portion of these services (Services) through subsequently executed task orders (Task Orders). Task Orders will be in the form of the template described in Section Twelve, subsection 13, Task Orders and in Appendix Three of the Standard On-Call Consultant Agreement, Task Order Template. These Services will be provided on an on-call basis (On-Call).

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

A. Each Scope of Service described in an attached Schedule must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with District staff in engineering, asset management, operations, and maintenance units to be made aware of District operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule.

B. Unless the requirements for the Services described in the attached Schedule are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

C. Consultant shall not undertake any Services not described in the attached Schedule unless authorized in writing by the District prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the Scope of Services.

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11 Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon District'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 section 1720(a)(1).

4. District's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.

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 District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District'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. District Standardization Requirements

A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a Notice to Proceed pursuant to this Agreement.

B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting 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 the District's CADD software at no additional cost to the District. Prior to acceptance, the District 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 drawing) and that the standards are retained during the conversion process used by the Consultant.

7. Consultant's Key Staff and Subconsultants

A. Consultant's and firms subcontracted by the consultant (Subconsultants) assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District 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 the District's approval of all Subconsultants. Upon the District'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 the District, on written notice from the District, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to the District.

F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff: The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultant's Subconsultants

1) The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.

2) The District'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 the District for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.

B. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District 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 the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District 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 District. 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 the District. Except as expressly provided in this Agreement, the District exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.

B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two Duties of Consultant, subsection 8. Compliance with All Laws.

C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, 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 DISTRICT

1. Available Data

The District 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. The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.

B. Consultant's progress in completing the Services will be reviewed by the District Project Manager at each milestone identified in an executed Task Order or at such other time(s) at the discretion of the District.

C. Consultant must notify the District in writing when it completes and has submitted to the District each deliverable as per an executed Task Order. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within 30 calendar days of receipt of each deliverable, the District will either (1) notify Consultant that the District accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.

D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.

E. The District 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 the District and this process will continue until Consultant has corrected all deficiencies identified by the District.

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 the District, will not result in additional costs or expenses to the District.

3. Access to District Facilities

The District will facilitate access to District 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 the District, as described in the Schedule will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule, Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule, Fees and Payments. Payments made by the District to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services. All Service requests will be made by the District on an as-needed basis, subject to future Task Order(s) executed by the District and Consultant.

B. It is understood and agreed that this total is an estimate, and that the actual amount of Services requested by the District may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.

C. Attachment One to the Scope of Services, Fees and Payments, sets forth the hourly rates and fixed fee amounts, if any, for Services Consultant may perform pursuant to an executed Task Order.

D. Services to be performed pursuant to a Task Order will commence only after written approval from the District Deputy Operating Officer.

E. Notwithstanding any other provision of this Agreement, District agrees to pay Consultant in accordance with the terms set forth in an executed Task Order. Consultant represents and warrants that the amounts charged to the District for Services do not exceed the amounts normally charged by Consultant to other customers for similar Services.

F. Upon the written approval of the District Deputy Operating Officer referenced herein, the Services described in a Task Order task may be reduced or eliminated.

G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations 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 and executed Task Orders; and include the following:

1) Employee classification and name itemized with all labor charges by Service task;

2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;

3) A description of the site where Services were performed, if applicable;

4) The name of District staff requesting Services;

5) The dates when Services were performed;

6) Other direct charges and reimbursable expenses by Task Order task;

7) Other direct charges and expenses must reflect actual fees versus the Task Order not-to-exceed fees as stated in Attachment One to Schedule, Fees and Payments; and/or Task Orders.

8) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order.

9) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.

B. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.

C. Notwithstanding language to the contrary in an executed Task Order, the Consultant must invoice the District for a Task Order within 30 calendar days of the District accepting the deliverables of that Task Order.

D. Consultant shall send all invoices to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670

E. Consultant must also ensure that each invoice contains the following information:

1) Agreement Number;
2) Task Order Number.
3) Full Legal Name of Consultant/Firm;
4) Payment Remit-to Address;
5) Invoice Number;
6) Invoice Date (the date invoice is mailed); and
7) Beginning and end date for billing period that services were provided.

F. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in Attachment A to the Task Order(s). Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

G. District Project Manager will review Consultant's written invoice within five District 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. District will pay undisputed invoice amounts within 30 calendar days from date invoice is received by District Project Manager.

H. District may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, District will notify Consultant in writing of the specific items in dispute, and will describe the District's reason(s) for disputing each such item. Consultant and the District Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by the Consultant and District Project Manager within 30 calendar days of Consultant receiving District's written notice of dispute, Consultant and the District will attempt to resolve the Dispute pursuant to Appendix Two to the Standard On-Call Consultant Agreement, Dispute Resolution.

I. Consultant's Services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages

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.

B. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

C. The 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.

E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the 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 to verify statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, 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 [NOT USED]

Unless otherwise specified in an executed Task Order, when the total compensation payable pursuant to this Agreement for an individual Task Order exceeds $30,000, ten percent of each invoices for that Task Order will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs the final approval for all Services/deliverables as stated in the executed Task Order, consistent with Section Three Duties of District, subsection 2. Review of Deliverables.

Provided that at any time after 50% of the work has been completed, the District 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 contract close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. **Performance of Tasks**

   Consultant will commence performing the tasks described in the Scope of Services of an executed Task Order upon receipt of the Task Order Notice to Proceed (NTP) issued by the District.

2. **Task Order Schedule**

   Consultant will perform and complete the Services in accordance with the schedule (Schedule) as described in each Task Order. Consultant will coordinate Services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.

3. **Project Delays**

   Consultant will make all reasonable efforts to comply with the Schedule as stated in a Task Order. In the event the Task Order Schedule will be delayed, Consultant will notify the District 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, District may, at its discretion, grant a reasonable adjustment in the Schedule.

4. **Changes to the Schedule**.

   District's Project Manager and Consultant may agree to modify the Schedule specified for Consultant's performance in an executed Task Order as an administrative modification to the Task Order and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination.

No Task Order will be written which extends beyond the expiration date of this Agreement. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be performed and completed within the Term of this Agreement. Uncompleted and/or unfinished Task Orders will co-terminate with this Agreement.

2. District Rights

A. Suspension: District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District 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: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.

C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District 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 District'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 District 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 District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, 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;

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 the District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard On-Call Consultant Agreement, Appendix Four Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard On-Call Consultant Agreement, Appendix Four Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. District 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 the District following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of the District. Consultant will provide the District 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 the District 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 the District has already paid Consultant, the District will release Consultant from any liability incurred by the District from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, through, and between the District 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 the District 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 the District.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. The District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule Attachments to the Schedule, and all Task Orders executed pursuant to this Agreement, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and its executed Task Orders incorporated herein by this reference hereto and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.

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 the District, of evidence of all required insurance coverages and documents;

3) Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;

4) Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule, Reference Materials, if applicable;

5) Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;

6) Any other requirements that are deemed necessary by the District; and

7) Execution of the Agreement by the District.

3. No Assignment

A. The expertise and experience of Consultant are material considerations for District'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 District 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 the District.

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 the District's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that District policy prohibits the acceptance by District 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 the District.

6. Audits

Consultant agrees that the District and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District and its agent(s) with any relevant information requested and will permit the District and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing the District with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about the District'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 District 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 the District to have the information.

D. Consultant will notify the District 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 the District.

E. Notwithstanding the Confidentiality requirements, upon the request of the District Project Manager Consultant and its Subconsultants shall execute the District'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 District 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 the District. 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 the District. 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 the District, 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 the District, for the possession and use of such materials.

C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District'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 the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:

   a. Within 30 calendar days of the effective date of this Agreement; and

   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 the District, an amendment to their Form 700 any time there is a change to their disclosure information.

3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;

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 the District, a Leaving Office Statement with the District when one of the following occurs:

   a. Upon termination of this Agreement; and

   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 the District'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 the District pursuant to the California Political Reform Act, Gov. Code §81000 et. seq. and Government Code §1090.

If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District Project Manager, Consultant will have 15 calendar days to remove the employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.

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 the District 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 the District Project Manager, Consultant will prepare a proposed Task Order (See the Standard On-Call Consultant Agreement, Appendix Three Task Order Template).

The proposed Task Order must identify the following:

1) Description of the services, including deliverables;

2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;

3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District'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 the District.

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 the District's authorized representative referenced in the Standard On-Call Consultant Agreement, Appendix One Additional Legal Terms and the Consultant's authorized representative.

C. Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and Notice to Proceed has been issued by the District 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 the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

D. Prevailing Wage Requirements: The Scope of Services may be considered by the District 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

The District 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 the District 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 the District's name, Consultant shall promptly so inform the District and assist the District 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. 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 the District and Consultant at their respective addresses as follows:

DISTRICT:

Deputy Officer, (as listed in section 1. Representatives, of the attached Schedule, Scope of Services).

CONSULTANT:

Consultant Principal Officer, (as listed in section 1. Representatives, of the attached Schedule, Scope of Services).

19. Appendices

The following listed Appendices 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

20. Schedule and Attachments

Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

(SIGNATURES FOLLOW 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
District

By: _____
Linda J. LeZotte
Chair, Board of Directors

Date: December 10, 2019

ATTEST:
_____
Michele L. King, CMC
Clerk, Board of Directors

GEI CONSULTANTS, INC.
Consultant

By: _____
Mark Freitas
Vice President, Sr. Consultant

Date: 10/31/2019

Consultant's Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

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1. **Conflict of Interest for Future Services**

   Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal if there is a conflict of interest:

   A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement (Note: a conflict may not exist where Consultant's Services did not create an unfair competitive advantage, where Consultant did not influence any of the District's decisions relating to the new agreement, and where Consultant's provision of Services amounts to a limited technical role overall);

   B. In response to any request for proposal or District 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.

   District shall retain the right to disqualify Consultant from any future agreement or services where it determines that a conflict of interest would apply.

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 On-Call Consultant Agreement, Appendix Two Dispute Resolution.

3. **Small Business Enterprise (SBE) Participation**

   This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **40%** or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC, Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. **Task Order Approvals**

   A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District Project Manager.

   B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.

C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed $50,000.

D. The total not-to-exceed amount for any one Task Order shall not exceed $200,000.

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1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by the District 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 District intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

a. Consultant and its Subconsultants are expected to participate in all ADR efforts.

b. The cost of partnering, training facilities, and facilitator will be borne by District.

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 District 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.

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 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

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

1) The mediation shall be terminated:

a. By the execution of a Settlement Agreement by the Parties;

b. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

c. By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

2) No mediator shall be a necessary Party in judicial proceedings related to the mediation.

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 the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard On-Call Consultant Agreement _____ (Agreement) by and between the Santa Clara Valley Water District (District) and _____ (Consultant), dated _____.

District: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard On-Call Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by the District 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 the District;

   B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;

   C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and

   D. Project schedule for completing the Scope of Services.

3. Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule, Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

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 the District.

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 the District to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call 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 the District'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: _____ _____

GEI CONSULTANTS, INC. DATE
[PRINT NAME]
[PRINT TITLE]

Signature: _____ _____

SANTA CLARA VALLEY WATER DISTRICT DATE
[PRINT NAME]
[PRINT TITLE]

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. 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 IV insurance requirement.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), 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. 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 insurance 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 Insurance.Certificates@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:

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4968

IMPORTANT: The agreement or CAS number must be included.

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

1. Certificate Holder shall be named as Additional Insured;
2. 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 IV Insurance 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 IV Insurance 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:

   Insurance.Certificates@valleywater.org

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

   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement/CAS No. 4968

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

IMPORTANT: The agreement or CAS number must be included.

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

Required Coverages

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

   $2,000,000 per occurrence / **$2,000,000** 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:

   $2,000,000 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:

   $5,000,000 per claim/ **$5,000,000** 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:

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 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.

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits **($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 **($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	

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 **($5,000,000)**	
	B.	Cancellation Endorsement	

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SCHEDULE OC
ON-CALL SCOPE OF SERVICES

1. Representatives

A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District must be addressed to the District's Project Manager (DPM).

Dámaris Villalobos-Galindo (DPM)
Associate Engineer
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3165
Email: DVillalobos-Galindo@valleywater.org

Afshin Rouhani (District Unit Manager)
Water Policy and Planning Manager
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 334-3646
Email: arouhani@valleywater.org

Vincent Gin (Division Deputy Operating Officer)
Watershed Stewardship and Planning
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2633
Email: VGin@valleywater.org

B. The Consultant's Project Manager is as listed below. All District questions and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Peter E. F. Buck (Consultant Project Manager or CPM)
Senior Consultant, Natural Resources Planning/Ecosystem Restoration
GEI Consultants, Inc.
2868 Prospect Park Dr., Suite 400
Rancho Cordova, CA 95670

Phone: (916) 596-0790 (d)
(916) 730-9764 (m)
Email: pbuck@geiconsultants.com

C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, subsection 18., Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Mark Freitas (Consultant Principal Officer)
Vice President, Sr Consultant
GEI Consultants, Inc.
180 Grand Ave., Oakland, CA, 94612

Phone: (510) 350-2906
Email: mfreitas@geiconsultants.com

2. Scope of Services

The objective of this Agreement for on-call Services is for Consultant to perform planning services for water resources and stewardship.

The Agreement's overall objectives are to support District staff to:

- Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and
- Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and
- Provide services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and
- Build community support through these planning processes for plan and project implementation.

This Agreement is set up to supplement expertise or staffing needed for timely delivery of work products in the District annual budget.

Consultant shall provide a range of consulting services, as requested by the District, to supplement staff resources for completing a portfolio of water resources and watershed stewardship policy, long-range plans, and planning and conceptual design projects.

Examples of these projects that Consultant may be requested to provide services include, but are not limited to:

- integrated water resources management plans,
- watershed specific or stream corridor priority plans,
- water supply, flood protection and ecological enhancement and restoration projects, and
- community outreach in support of various planning processes.

3. Project Objectives

A. Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and

B. Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and

C. Provide needed services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and

D. Build community support through these planning processes for plan and project implementation.

4. District Background

The District is a public agency providing water supply, flood protection and stream stewardship throughout Santa Clara County. It serves approximately two million people in all 15 cities and the unincorporated areas in the county.

5. Assumptions and Requirements

A. General Assumptions and Requirements

1) **Manage Scope of Services**. The 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 the District 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, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

3) **Review of Deliverables**. The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions as determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.

4) **District Quality Environmental Management System**. The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.

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**. The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.

7) **File Exchange Service**. Consultant will provide a file exchange service, accessible to all parties as designated by the District, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

8) **Completeness**.

1. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.

2. A Complete Design Set must include all the information required for a constructible set of plans, and specifications; include a project cost and estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements.

Work, at the sole discretion of the District, will be authorized through task orders, which will detail related assumptions and requirements. The following assumptions or requirements may also apply.

1) **Contracting Approach:** The Agreement authorizes Services on an on-call basis. Tasks, at the sole discretion of the District, will be authorized through Task Orders signed by the Designated Authorities. The task orders will specify the services needed, schedule, and not-to-exceed budget amount. The Consultant will be led by a District Project Manager. As needed, the Consultant will be working with a team of internal and external water resources specialists, biologists, and engineers with expertise in hydrology and hydraulics, geomorphology and engineering modeling and engineering designs.

6. Scope of Services Tasks

The On-Call Scope of Services will generally include, but is not limited to the following:

Task 1 – On-Call Services

1.1 The On-Call Scope of Services will generally include tasks for project management, plans or documents delivery, stakeholder engagement, attending meetings, customizing models or tools used for specific analysis/plans, and supplemental services to adaptively address emerging issues identified in the planning process.

1.2 Types or categories of these projects include, but not limited to: Integrated water resources management plans; watershed specific or stream corridor priority plans; flood protection and ecological enhancement and restoration plans or projects.

1.3 Other projects and plans may need to be supported by this Agreement.

Task 1 - Deliverables

1. To be defined in the Task Orders, as assigned.

Task 1 - Assumptions

1. Examples projects that may need consulting support services are provided below.

   One Water Plan: https://www.valleywater.org/your-water/one-water-plan
   Coyote Creek Flood Protection Project: https://www.valleywater.org/project-updates/creek-river-projects/coyote-creek-flood-protection

   Upper Penitencia Flood Protection Project: https://www.valleywater.org/project-updates/creek-river-projects/upper-penitencia-creek-flood-protection

   Salt Ponds A5-11 Restoration: https://www.valleywater.org/sites/default/files/2018-03/Chapter%204%20-%20Water%20Resources%20Stewardship.pdf

7. ATTACHMENTS

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule OC - Fees and Payments
Attachment Two to Schedule OC - Schedule of Completion
Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants
Attachment Four to Schedule OC - Reference Materials

ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **$1,000,000** (Not-to-Exceed Fees or NTE) for the initial base term with the option to renew for up to 1-year, at the sole discretion of the District, for an additional NTE total amount of $500,000. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount, if any, that will be authorized pursuant to this Agreement. The District, at its sole discretion, may issue Task Orders.**

2. Terms and Conditions

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. 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 the District, provided Consultant submits written notice to District 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 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. **Reimbursable Expenses**

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies.

   These other direct as approved by the District Project Manager will be billed monthly at actual cost linked to each Task Order, provided that the Agreement total NTE amount is not exceeded.

Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.

2. Equipment purchased on behalf of the District that costs $50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.

3. Travel expenses are reimbursed at actual cost. Travel and overnight accommodations including per diem, required for performance of this Agreement will be paid per diem at the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District 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 for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.

D. For staff with rates exceeding the rate of $350/hr., the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

E. **Prevailing Wage Requirements [NOT USED]**

1. The Scope of Services described in the Task Order; if applicable, is considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call 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 the District'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.

ATTACHMENT ONE TO SCHEDULE OC FEES AND PAYMENTS

HOURLY/UNIT RATE SCHEDULE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: GEI Consultants, Inc.	
Senior Principal - Grade 10	$350.00
Senior Consultant - Grade 9	$350.00
Senior Consultant - Grade 8	$280.00
Senior Professional - Grade 7	$256.00
Senior Professional - Grade 6	$214.00
Senior Professional - Grade 5	$175.00
Project Professional - Grade 4	$152.00
Project Professional - Grade 3	$135.00
Staff Professional - Grade 2	$130.00
Staff Professional - Grade 1	$120.00
Subconsultant: Balance Hydrologics	
Senior Principal	$239.00
Principal	$192.00
Senior Professional	$147.00
Project Professional	$131.00
Senior Staff Professional	$121.00
Staff Professional	$114.00
Assistant Professional	$102.00
Senior Project Administrator	$131.00
Report Specialist	$87.00
Subconsultant: Convey, Inc.	
Outreach Strategist, Senior	$194.00
Content Manager, Senior	$184.00
Content Manager, Associate	$137.00
Graphic Designer, Senior	$159.00
Graphic Designer, Associate	$137.00
Digital Producer, Senior	$165.00
Digital Producer, Associate	$137.00
Subconsultant: Interethnica, Inc.	
Cultural Strategist	$150.00
Project Manager	$125.00

ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Jodi McGraw Consulting	
Principal Ecologist	$125.00
Associate Ecologist	$100.00
Assistant Ecologist	$75.00
Subconsultant: Stillwater Sciences	
Principal	$236.00
Senior Project Manager	$160.00
Project Manager	$129.00
Biologist I	$107.00
Biologist II	$122.00
Biologist III	$159.00
Senior Biologist	$180.00
Planner I	$113.00
Planner II	$141.00
Planner III	$180.00
Senior Planner	$216.00
Restoration Designer I	$110.00
Restoration Designer II	$137.00
Restoration Designer III	$168.00
Senior Engineer	$227.00
Senior Technical Specialist	$197.00
Field Technician	$94.00
GIS/CADD Technician	$78.00
Project Coordinator	$87.00

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	**PIECE**	**PER DAY**	**PER WEEK**	**PER MONTH**
Current meter and flow-measuring equipment	1	$45	$100	$150
Acoustic Doppler Current Profiler	1	$750		
SCT or conductivity meter	1	$30	$50	$75
Dissolved oxygen meter	1	$35	$60	$100
Turbidity meter/probe	1	$35	$60	$100
pH meter	1	$15	$30	$75
Electrical water-level indicator ("sounder")	1	$25	$50	$75

ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	**PIECE**	**PER DAY**	**PER WEEK**	**PER MONTH**
Datalogger with two transducers	1	$200	$400	$800
Additional transducers	1	$75	$100	$200
Specific conductance + temperature sensor option	1	$60	$75	$150
Standard 6 in. Rain gage for use with water-level datalogger	1	$20	$35	$50
Solar power option	1	Negotiated cost		
Cell modem + real-time data access	1			
Self-contained datalogger (pressure and temp.)	1	$25	$50	$100
Self-contained datalogger (pressure + SCT)	1	$50	$100	$200
Barometric pressure logger (to use with self-contained log.)	1	$25	$50	$100
Self-contained datalogging rain gage	1	$25	$50	$100
Hand-held suspended-sediment sampler (DH-48; DH59)	1	$40	$80	$120
High-flow suspended-sediment sampler (D49, D74)	1	$100	$200	$240
Hand-held bedload sampler (Helley-Smith)	1	$40	$80	$120
High-flow bedload sampler (Helley-Smith)	1	$100	$200	$240
Automated water quality sampler	1	On request		
Hand-auger soil-sampling array (mud and multiple barrels)	1	$80	$100	$120
Soft-sediment core sampler	1	$45	$150	$150
Water quality sampler (DH-81)	1	$40	$120	$120
Field filtering equipment	1	$18	$60	$60
Level-transit or automatic level, tripod, rod	1	$70	$210	
Total station	1	$100	$280	
Differential GPS	1	at cost	at cost	
T-LiDAR	1	at cost	at cost	
Hand level	1	$20	$60	$120
Cutthroat portable flume	1	$50	$80	$100
Drone Rental	1	$250		
Piezometers	1	Will vary by site		
Boat, "Klamath"	1	$60.00	$240.00	
Boat, 21 ft. aluminum	1	$300.00	$1,200.00	
Boat, Riverboat for ADCP	1	$100.00	$400.00	

ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	**PIECE**	**PER DAY**	**PER WEEK**	**PER MONTH**
Boat, Zodiac Cadet 285S	1	$50.00	$200.00	
Boat, Zodiac Mark II Classic 14 ft.	1	$150.00	$600.00	
Motor, 15 HP	1	$90.00	$360.00	
Motor, 2.0 HP outboard	1	$30.00	$120.00	
Motor, 5.0 HP outboard	1	$50.00	$200.00	
Motor, 9.9 HP outboard	1	$60.00	$240.00	
Motor, boat electric	1	$15.00	$60.00	
Rangefinder, laser	1	$65.00	$260.00	
Rangefinder, Target	1	$15.00	$60.00	
Robotic Total Station	1	$275.00		
Camera, Go Pro	1	$20.00	$80.00	
Camera, underwater	1	$15.00	$60.00	
Camera, Underwater set w/housing	1	$30.00	$120.00	
Camera, video & IR package	1	$30.00	$120.00	
Camera, wildlife remote sensing	1	$5.00	$20.00	
Camera/GPS Package	1	$15.00	$60.00	
E-Fishing Package Daily	1	$435.00		
E-fishing, Backpack accessory package	1	$70.00	$280.00	
E-fishing, Boat accessory package	1	$250.00	$1,000.00	
Electrofisher (backpack)	1	$300.00	$1,200.00	
Electrofisher Barge w/generator	1	$75.00	$300.00	
Electrofisher, cataraft w/out generator	1	$375.00	$1,500.00	
Vertical Gill Net, Adult	1	$70.00		
Vertical Gill Nets, Juvenile	1	$650.00		
YSI 6920	1	$250.00	$750.00	
YSI 6920 - turbidity probe	1	$20.00	$80.00	
YSI Exo 100m cable	1	$60.00	$180.00	
YSI Exo 2	1	$300.00	$900.00	
Zooplankton Net	1	$25.00	$100.00	

Note: Reimbursable Costs are paid at the Actual Cost Rates. These rates will remain constant for the duration of this Agreement.

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ATTACHMENT TWO TO
SCHEDULE OC
SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

2. The Agreement expires on **November 11, 2023**, with a one-year renewal option that may be exercised at the sole discretion of the District. If the District exercises this option, the Agreement total Not-To-Exceed amount will increase from **$1,000,000** to **$1,500,000**. The exercise of this option must be in the form of a written amendment signed by both Parties.

3. Each Task Order will state the schedule for Consultant's performance of that Task Order.

4. District and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Agreement, and will confirm such modification in writing.

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ATTACHMENT THREE TO
SCHEDULE OC
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Peter Buck	Senior Professional - Grade 8	Project Manager, Natural Resources Planning	2868 Prospect Park Dr., Suite 400 Rancho Cordova, CA 95670 (916) 596-0790 pbuck@geiconsultants.com
Matthew Powers	Senior Professional - Grade 7	Strategic Integration, Engineering Feasibility	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510)350-2902 mpowers@geiconsultants.com
Kwabena Asante	Senior Professional - Grade 6	Strategic Integration, Climate Vulnerability	2868 Prospect Park Drive,Suite 400 Rancho Cordova, CA 95670 (916) 631-4573 kasante@geiconsultants.com
Mark Freitas	Senior Consultant - Grade 8	Engineering Feasibility	180 Grand Ave., Suite 1410 Oakland, CA 94612 (510) 350-2906 mfreitas@geiconsultants.com

2. The following Subconsultants are authorized to perform Services on the Agreement:

Firm	Project Role	Contact Information
Balance Hydrologics, Inc.	Strategic Integration, Engineering Feasibility, Modeling	Shawn Chartrand Balance Hydrologics, Inc. 800 Bancroft Way, Suite 101 Berkeley, CA 94710 (510) 704-1000 schartrand@balancehydro.com
Convey Inc.	Strategic Integration, Stakeholder partnerships, messaging, communication	Sybil E. Hatch 5901 Christie Ave., Suite #405 Emeryville, CA 94608 (510) 558-8825 x101 s.hatch@conveyinc.com
Stillwater Sciences Inc.	Strategic Integration, Ecosystem Processes, Habitat Restoration,	Bruce Orr 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 (510) 848-8098 x111 bruce@stillwatersci.com

ATTACHMENT THREE TO
SCHEDULE OC
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Information
Jodi McGraw Consulting	Conservation & Open Space Planning	Jodi M. McGraw PO Box 221 Freedom, CA 95019 (831) 768-6988 jodi@mcgrawconsulting.com
InterEthnica	Social Equity/Language Translation	Lisa Abboud 60 Rausch St., Suite 307 San Francisco, CA 94103 (415) 795-1851 abboud@interethnica.com

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ATTACHMENT FOUR TO
SCHEDULE OC
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (District) Standards for GIS Products July 2017 version

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Santa Clara Valley Water District

File No.: 25-0989

Agenda Date: 12/9/2025
Item No.: 7.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve Amendment No. 3 to Agreement No. A4307A with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes.

RECOMMENDATION:
Approve Amendment No. 3 to Agreement No. A4307A with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, incorporating terms required by the Water Infrastructure Finance and Innovation Act loan agreement, and updating other administrative changes.

SUMMARY:
Agreement A4307A (Agreement) with Environmental Science Associates (ESA) (Consultant) was awarded on December 10, 2019, by the Board to provide On-Call Planning & Design Services for Water Resources and Stewardship.

Amendment No. 3 to the Agreement will extend the term of the Agreement by one year, incorporate administrative updates, and add funding in the amount of $500,000, for a revised total fee of $1,500,000.

Background

Santa Clara Valley Water District's (Valley Water) engineering staff routinely provides technical support for long-range watershed master planning and capital project planning. These On-Call Planning and Design services contracts are intended to support the services performed by Valley Water staff and provide additional services, as needed.

The objective of this Agreement is to support District staff to: Develop long-range plans to implement projects that integrate flood protection, water supply and environmental stewardship; conduct

planning studies to provide watershed and site-specific plans for water supply, flood risk reduction, and ecological restoration and/or enhancement plans; provide services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and build community support through planning processes or plan and project implementation.

This Agreement is structured to supplement expertise or staffing needed for timely delivery of work products in Valley Water's annual budget.

Consultant currently provides a range of consulting services, as requested by Valley Water, to supplement staff resources for completing long-range plans and planning and conceptual design projects.

Relevant Prior Actions

On December 10, 2019, the Board approved Agreement No. A4307A with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship for not-to-exceed fee of $1,000,000 for the initial base term of four years, with the option to renew for up to one year, at the sole discretion of Valley Water, for an additional amount of $500,000.

On August 11, 2023, the Acting Purchasing and Contracts Manager approved Amendment No. 1 to Agreement No. A4307A (Agreement) with Environmental Science Associates (ESA) (Consultant) to extend the term only from November 11, 2023 to November 11, 2024.

On September 20, 2023, the Acting Purchasing and Contracts Manager approved Amendment No. 2 to Agreement No. A4307A (Agreement) with Environmental Science Associates (ESA) (Consultant) to extend the term only from November 11, 2024 to December 31, 2025.

Need for Amendment No. 3

Approval of Amendment No. 3 to the Agreement with Environmental Science Associates (ESA) will provide the Consultant with additional time and funds to continue their current work supporting services performed by Valley Water's staff on master planning for flood risk reduction, environmental stewardship, and water supply.

Specifically, this amendment extends the Agreement term by one year, from December 31, 2025, to December 31, 2026 and increases the fee by $500,000 for a revised total fee of $1,500,000.

Examples of projects that the Consultant may be requested to continue to support during this extension and with the additional funds include but are not limited to: Watershed Master Plans; watershed-specific or stream corridor management plans; water supply, flood protection, and ecological enhancement and restoration projects; and community outreach in support of various planning processes.
A portion of the Amendment is expected to be financed by the Water Infrastructure Finance and Innovation Act (WIFIA) pursuant to the United States Environmental Protection Agency WIFIA Master Agreement with Valley Water entered into through its Santa Clara Valley Water District Public

Facilities Financing Corporation, for the SCVWD Master Program for Water Reliability Program (WIFIA Agreement) dated February 14, 2023.

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:
Execution of Amendment No. 3 will result in an increase of the Agreement not-to-exceed amount by $500,000 for a total revised Not-to-Exceed Fee of $1,500,000. No funds will be encumbered at this time. On-call services will be charged in accordance with each approved task order to budgeted funds from the appropriate projects. There are adequate funds in the project's FY 2025-26 Budget for anticipated services for this fiscal year. Funds to cover subsequent fiscal year services will be recommended by staff as part of the biennial budget process or through budget adjustments.

CEQA:
The recommended action does not constitute a "project" under the California Environmental Quality Act (CEQA) because it does not have the potential to result in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Amendment No. 3
Attachment 2: Amendment No. 2
Attachment 3: Amendment No. 1
Attachment 4: Original Agreement

UNCLASSIFIED MANAGER:
Lisa Bankosh, 408-630-2618

Attachment A
Government Code §84308

Approve Amendment No. 3 to Agreement No. A4307A with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship, CAS File No. 4968, Increasing the Fee by $500,000 for a Total Revised Fee of $1,500,000, Extending the Term to December 31, 2026, and incorporating administrative changes.

List of Parties and Their Agents/Representatives Known to Staff

Organization Name	**Name**	**Role**	**Location**
ESA	Christie Beeman	Director	180 Grand Avenue, Suite 1050 Oakland, CA 94612

List of Participants and Their Agents/Representatives Known to Staff

Organization Name	**Name**	**Role**	**Location**
Duckler Associates	Sara Duckler	Strategy/Task Lead	35 Drake Ct. Walnut Creek, CA 94597
Consensus and Collaboration Program College of Continuing Education – Sacramento State	Dave Ceppos	Stakeholder Outreach	304 S Street Sacramento, CA 95811
HDR	Linc To	Civil Engineering	2033 Gateway Place, Suite 500 San Jose, CA 95110
Horizon Water and Environment	Ken Schwarz	Task Lead	266 Grand Ave., Suite 210 Oakland, CA 94610

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AMENDMENT NO. 3 TO AGREEMENT A4307A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND ENVIRONMENTAL SCIENCE ASSOCIATES

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4307A (Agreement) dated December 10, 2019, as amended though Amendment No. 1 dated August 11, 2023, and Amendment No. 2 dated September 20, 2023, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and ENVIRONMENTAL SCIENCE ASSOCIATES, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Planning and Design services for the Water Resources and Stewardship Support Services Project;

WHEREAS, the Agreement currently expires on December 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement to 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 Water Resources and Stewardship Support Services, to extend the term of the Agreement, to increase the Not-To-Exceed fee, and to incorporate administrative changes for Valley Water's On-Call Geotechnical Engineering Services Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement and Amendments No. 1 and No. 2, the Parties hereby agree to amend the Agreement as follows:

1. Revised Schedule OC, Scope of Services, Section 1. Representative, is amended to state as follows:

   "**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 the Valley Water Project Manager (VWPM).

   Samantha Greene (VWPM)
   Water Policy & Planning Manager
   Watersheds Stewardship and Planning
   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118-3638

   Phone: (408) 630-2275
   Email: sgreen@valleywater.org

   Lisa Bankosh
   Assistant Officer
   Watersheds Stewardship and Planning
   Santa Clara Valley Water District
   5750 Almaden Expressway

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San Jose, CA 95118-3638

Phone: (408) 630-2618
Email: lbankosh@valleywater.org

John Bourgeois
Deputy Operating Officer
Watersheds Stewardship and Planning
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 and correspondence pertaining to this Agreement shall be addressed to the Consultant's Project Manager identified immediately below.

Christie Beeman, P.E.
Director
Environmental Science Associates
180 Grand Avenue, Suite 1050
Oakland, CA 94612

Phone: (408) 314-8859
Email: cbeeman@esassociates.com

C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer below.

Andrew Collison, PhD
Director
Environmental Science Associates
180 Grand Avenue, Suite 1050
Oakland, CA 94612

Phone: (510) 463-6730
Email: acollison@esassociates.com"

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2. Revised Standard OC Agreement, Revised Appendix One, Additional Legal Terms, is amended as stated in the Revised Standard OC Agreement, Revised Appendix One, Additional Legal Terms, attached hereto and incorporated herein by this reference.

3. Revised Schedule OC, Revised Attachment One, Fees and Payments is amended as set forth in the Revised Schedule OC, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.

4. Revised Schedule OC, Revised Attachment Two, Schedule of Completion, Section 2. is amended to state as follows:

   "2. This Agreement expires on December 31, 2026, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties."

5. Revised Schedule OC, Revised Attachment Three, Consultant's Key Staff and Subconsultants is amended as set forth in the Revised Schedule OC, Revised Attachment Three, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.

6. All other terms and conditions of the Agreement A4307A, and Amendments No. 1 and 2 not otherwise amended as stated herein remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 3 TO AGREEMENT A4307A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

_____
Candice Kwok-Smith
Clerk, Board of Directors

ENVIRONMENTAL SCIENCE ASSOCIATES
Consultant

By: Signed by: Christie Beeman B308E7CD264D401...
Christie Beeman, P.E.
Director

Date: 11/3/2025

Consultant's Address:
180 Grand Avenue, Suite 1050
Oakland, CA 94612

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AMENDMENT NO. 3 TO AGREEMENT A4307A
REVISED STANDARD ON-CALL 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 shall not submit a proposal if there is a conflict of interest:

A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement (Note: a conflict may not exist where Consultant's Services did not create an unfair competitive advantage, where Consultant did not influence any of the District's decisions relating to the new agreement, and where Consultant's provision of Services amounts to a limited technical role overall);

B. In response to any request for proposal or District 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.

District shall retain the right to disqualify Consultant from any future agreement or services where it determines that a conflict of interest would apply.

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 (UNCHANGED)

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **30%** or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC, Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals (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 the District Project Manager.

B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.

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C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed $50,000.

D. The total not-to-exceed amount for any one Task Order shall not exceed $150,000.

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 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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AMENDMENT NO. 3 TO AGREEMENT A4307A
REVISED STANDARD ON-CALL CONSULTANT AGREEMENT
EXHIBIT A
FEDERAL REQUIREMENTS

1. 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.

2. 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.

3. 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.

4. 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)*
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. 3 TO AGREEMENT A43071
REVISED SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding (REVISED)

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **$1,500,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount, if any, that will be authorized pursuant to this Agreement. The District, at its sole discretion, may issue Task Orders.**

2. Terms and Conditions (UNCHANGED)

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. 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 the District, provided Consultant submits written notice to District 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 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. **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 the District Project Manager will be billed monthly at actual cost linked to each Task Order, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.

2. Equipment purchased on behalf of the District that costs $50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on

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behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.

3. Travel expenses are reimbursed at actual cost. Travel and overnight accommodations including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District 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 for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.

D. For staff with rates exceeding the rate of $350/hr., the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

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AMENDMENT NO. 3 TO AGREEMENT A43071
REVISED SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS

HOURLY/UNIT RATE SCHEDULE (REVISED)

CLASSIFICATION	ORIGNIAL HOURLY/ UNIT RATE (EFFECTIVE 12/10/2019)	HOURLY/ UNIT RATE (EFFECTIVE 10/19/2021)	HOURLY/ UNIT RATE (EFFECTIVE 11/11/2022)	HOURLY/ UNIT RATE (EFFECTIVE 2/8/2024)	HOURLY/ UNIT RATE (EFFECTIVE 11/11//2025
Consultant/Prime Environmental Science Associates					
Project Technician I	$67.90	$69.94	$72.04	$74.05	$76.27
Project Technician II	$97.53	$100.46	$103.47	$106.37	$109.56
Project Technician III	$124.88	$128.63	$132.49	$136.19	$140.28
Associate I	$75.98	$78.26	$80.61	$82.86	$85.35
Associate II	$91.40	$94.14	$96.97	$99.68	$102.67
Associate III	$106.51	$109.71	$113	$116.16	$119.65
Senior Associate I	$106.90	$110.11	$113.41	$116.59	$120.08
Senior Associate II	$118.56	$122.12	$125.78	$129.30	$133.18
Senior Associate III	$139.05	$143.22	$147.52	$151.65	$156.20
Managing Associate I	$134.35	$138.38	$142.53	$146.52	$150.92
Managing Associate II	$150.91	$155.44	$160.10	$164.58	$169.52
Managing Associate III	$182.83	$188.31	$193.96	$199.40	$205.38
Director I	$165.58	$170.55	$175.66	$180.58	$186.00
Director II	$192.64	$198.42	$204.37	$210.09	$216.40
Director III	$229.66	$236.55	$243.65	$250.47	$257.98
Senior Director I	$221.81	$228.46	$235.32	$241.91	$249.16
Senior Director II	$267.06	$275.07	$283.32	$291.26	$299.99
Senior Director III	$323.16	$332.85	$342.84	$352.44	$363.01
Subconsultant(s):Sara Duckler					
Principal	$191	$196.73	$202.63	$208.31	N/A
Subconsultant(s): Consensus For Collaboration Program (CCP)					
Principal	$216.56	$95.99	$98.87	$101.63	$243.27
Project Manager/Managing Senior Mediator/Facilitator	$210.00	$168.98	$174.05	$178.92	$235.90
Senior Mediator/Facilitator	$200.81	$206.83	$213.04	$219	$225.57
Lead Mediator/Facilitator	$164.06	$216.30	$222.79	$229.03	$184.29
Contracts/Financial Management	$93.19	$223.06	$229.75	$236.18	$104.68
Subconsultant(s): HDR Engineering					
Company Officer	$319.98	$329.58	$339.47	$348.97	$359.44
Project Manager	$303.34	$312.44	$321.81	$330.82	$340.75
Accounting	$149.02	$153.49	$158.10	$162.52	$167.40
Senior Technical Lead	$297.29	$306.21	$315.39	$324.23	$333.95
Technical Lead	$232.99	$239.98	$247.18	$254.10	$261.72
Senior Project Engineer	$214.84	$221.29	$227.92	$234.31	$241.33
Project Engineer	$170.96	$176.09	$181.37	$186.45	$192.04
Associate Engineer	$133.14	$137.13	$141.25	$145.20	$149.56
Subconsultant(s): Horizon Water & Environment					

AMENDMENT NO. 3 TO AGREEMENT A43071
REVISED SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS

CLASSIFICATION	ORIGNIAL HOURLY/ UNIT RATE (EFFECTIVE 12/10/2019)	HOURLY/ UNIT RATE (EFFECTIVE 10/19/2021)	HOURLY/ UNIT RATE (EFFECTIVE 11/11/2022)	HOURLY/ UNIT RATE (EFFECTIVE 2/8/2024)	HOURLY/ UNIT RATE (EFFECTIVE 11/11//2025
Admin	$90.15	$92.85	$95.64	$98.32	$101.27
Technical Editor	$105.13	$108.28	$111.53	$114.66	$118.09
Surveyor	$115.05	$118.50	$122.06	$125.47	$129.24
GIS Technicial	$125.00	$128.75	$132.61	$136.33	$140.42
Analyst I	$130.00	$133.90	$137.92	$141.78	$146.03
Analyst II	$135.00	$139.05	$143.22	$147.23	$151.65
Associate I	$150.00	$154.50	$159.14	$163.59	$168.50
Associate II	$160.00	$164.80	$169.74	$174.50	$179.73
Senior Associate I	$170.00	$175.10	$180.35	$185.40	$190.96
Senior Associate II	$180.00	$185.40	$190.96	$196.31	$202.20
Director	$195.00	$200.85	$206.88	$212.67	$219.05
Principal	$215.00	$221.45	$228.09	$234.48	$241.51

Notes: Hourly rates for Consultant and Subconsultants were approved administratively as documented in letters from Valley Water to Consultant dated October 19, 2021, November 11, 2022, February 8, 2024, and October 27, 2025, also documented in VW internal administrative form (FC 1165) and have been incorporated in Amendment No. 3.

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AMENDMENT NO. 3 TO AGREEMENT A4307A
REVISED SCHEDULE OC
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
Andrew Collison	Senior Director III	Project Director	180 Grand Avenue, Suite 1050 Oakland, CA 94612 (510) 463-6730 acollison@esassoc.com
Christie Beeman, P.E.	Senior Director III	Project Manager	180 Grand Avenue, Suite 1050 Oakland, CA 94612 (408) 314-8859 cbeeman@esassoc.com
Damien Kuz	Managing Associate III	Field Srvs Mgr	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Dane Behrens	Managing Associate III	Field Srvs Mgr	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Emily Keenan	Managing Associate II	Water Quality Lead	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Toni Pennington	Managing Associate I	Aquatic Plants Lead	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Alicia Juang	Senior Associate II	Water Quality Support	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Kart Kindall	Senior Associate II	Field Services Technicians	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Owen Cancroft	Senior Associate I	Field Services Technicians	180 Grand Avenue, Suite 1050 Oakland, CA 94612\
Marissa Castro	Senior Associate I	Field Services Technicians	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Eleanor Clark	Senior Associate I	Field Services Technicians	180 Grand Avenue, Suite 1050 Oakland, CA 94612
Max Morrison	Senior Associate I	Field Services Technicians	180 Grand Avenue, Suite 1050 Oakland, CA 94612

NOTE: Changes to Subconsultant Key Staff were approved administratively as documented in letters from Valley Water to the Consultant dated May 2, 2024, also documented in VW's internal administrative form (FC 1165) and have been incorporated into this Amendment No. 3.

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AMENDMENT NO. 2 TO AGREEMENT A4307A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND ENVIRONMENTAL SCIENCE ASSOCIATES

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard On-Call Consultant Agreement A4306A (Agreement) dated December 10, 2019, and Amendment No. 1 dated August 11, 2023 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and ENVIRONMENTAL SCIENCE ASSOCIATES, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services to Valley Water;

WHEREAS, the Agreement expires on November 11, 2024; and

WHEREAS, the Parties desire to extend the term of the Agreement to allow Consultant to continue providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services; and

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. Attachment Two to Schedule OC, Schedule of Completion, subsection 2 is amended to state as follows:

   "2. This Agreement expires on December 31, 2025 unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties. The additional option to increase the Agreement total Not-to-Exceed amount from $1,000,000 to $1,500,000 remains and may be exercised at the sole discretion of the District. The exercise of this option must be in the form of a written amendment signed by both Parties."

2. All other terms and conditions of the Agreement A4307A, and Amendment No. 1 not otherwise amended as stated herein remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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AMENDMENT NO. 2 TO AGREEMENT A4307A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND ENVIRONMENTAL SCIENCE ASSOCIATES

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A4307A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: DocuSigned by: Alicia Fraumeni DQCC47BB58DB436...
Alicia Fraumeni
Acting Purchasing and Contracts Manager
Purchasing and Consultant Contracts Services Unit

Date: 9/20/2023

ENVIRONMENTAL SCIENCE ASSOCIATES
Consultant

By: DocuSigned by: Christie Beeman B308E7CD264D401...
Christie Beeman, P.E.
Director

Date: 9/20/2023

Consultant's Address:
180 Grand Avenue, Suite 1050
Oakland, Ca 94612

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AMENDMENT NO. 1 TO AGREEMENT A4307A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND ENVIRONMENTAL SCIENCE ASSOCIATES

This Amendment No. 1 (Amendment) amends the terms and conditions of the Standard On-Call Consultant Agreement A4306A (Agreement) dated December 10, 2019 between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District) and ENVIRONMENTAL SCIENCE ASSOCIATES, (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services to Valley Water;

WHEREAS, the Agreement expires on November 11, 2023; and

WHEREAS, the Parties desire to extend the term of the Agreement to allow Consultant to continue providing On-Call Planning and Design Services for Water Resources and Stewardship Support Services; and

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. Attachment Two to Schedule OC, Schedule of Completion, subsection 2 is amended to state as follows:

   "2. This Agreement expires on November 11, 2024 unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties. The additional option to increase the Agreement total Not-to-Exceed amount from $1,000,000 to $1,500,000 remains and may be exercised at the sole discretion of the District. The exercise of this option must be in the form of a written amendment signed by both Parties."

2. All other terms and conditions of the Agreement 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 THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: DocuSigned by: Alicia Fraumeni
Alicia Fraumeni
Acting Purchasing and Contracts Manager
Purchasing and Consultant Contracts Services Unit

Date: 8/11/2023

ENVIRONMENTAL SCIENCE ASSOCIATES
Consultant

By: DocuSigned by: Christie Beeman
Christie Beeman, P.E.
Director

Date: 8/11/2023

Consultant's Address:
180 Grand Avenue, Suite 1050
Oakland, Ca 94612

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STANDARD ON-CALL CONSULTANT AGREEMENT

(For Capital Consultant Agreements)

Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and ENVIRONMENTAL SCIENCE ASSOCIATES, a California corporation, (Consultant), individually the Party or collectively the Parties.

WHEREAS, the District desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, the District and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule, Scope of Services, attached hereto and incorporated herein by this reference (Schedule). The District may require Consultant to provide all or a portion of these services (Services) through subsequently executed task orders (Task Orders). Task Orders will be in the form of the template described in Section Twelve, subsection 13, Task Orders and in Appendix Three of the Standard On-Call Consultant Agreement, Task Order Template. These Services will be provided on an on-call basis (On-Call).

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

A. Each Scope of Service described in an attached Schedule must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with District staff in engineering, asset management, operations, and maintenance units to be made aware of District operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule.

B. Unless the requirements for the Services described in the attached Schedule are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

C. Consultant shall not undertake any Services not described in the attached Schedule unless authorized in writing by the District prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the Scope of Services.

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11 Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon District'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 section 1720(a)(1).

4. District's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.

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 District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District'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. District Standardization Requirements

A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a Notice to Proceed pursuant to this Agreement.

B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting 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 the District's CADD software at no additional cost to the District. Prior to acceptance, the District 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 drawing) and that the standards are retained during the conversion process used by the Consultant.

7. Consultant's Key Staff and Subconsultants

A. Consultant's and firms subcontracted by the consultant (Subconsultants) assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.

B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District 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 the District's approval of all Subconsultants. Upon the District'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 the District, on written notice from the District, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to the District.

F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff: The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultant's Subconsultants

1) The District Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.

2) The District'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 the District for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.

B. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District 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 the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District 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 District. 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 the District. Except as expressly provided in this Agreement, the District exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.

B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two Duties of Consultant, subsection 8. Compliance with All Laws.

C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, 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 DISTRICT

1. Available Data

The District 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. The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.

B. Consultant's progress in completing the Services will be reviewed by the District Project Manager at each milestone identified in an executed Task Order or at such other time(s) at the discretion of the District.

C. Consultant must notify the District in writing when it completes and has submitted to the District each deliverable as per an executed Task Order. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within 30 calendar days of receipt of each deliverable, the District will either (1) notify Consultant that the District accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.

D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.

E. The District 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 the District and this process will continue until Consultant has corrected all deficiencies identified by the District.

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 the District, will not result in additional costs or expenses to the District.

3. Access to District Facilities

The District will facilitate access to District 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 the District, as described in the Schedule will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule, Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule, Fees and Payments. Payments made by the District to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services. All Service requests will be made by the District on an as-needed basis, subject to future Task Order(s) executed by the District and Consultant.

B. It is understood and agreed that this total is an estimate, and that the actual amount of Services requested by the District may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.

C. Attachment One to the Scope of Services, Fees and Payments, sets forth the hourly rates and fixed fee amounts, if any, for Services Consultant may perform pursuant to an executed Task Order.

D. Services to be performed pursuant to a Task Order will commence only after written approval from the District Deputy Operating Officer.

E. Notwithstanding any other provision of this Agreement, District agrees to pay Consultant in accordance with the terms set forth in an executed Task Order. Consultant represents and warrants that the amounts charged to the District for Services do not exceed the amounts normally charged by Consultant to other customers for similar Services.

F. Upon the written approval of the District Deputy Operating Officer referenced herein, the Services described in a Task Order task may be reduced or eliminated.

G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California.

However, District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations 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 and executed Task Orders; and include the following:

1) Employee classification and name itemized with all labor charges by Service task;

2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;

3) A description of the site where Services were performed, if applicable;

4) The name of District staff requesting Services;

5) The dates when Services were performed;

6) Other direct charges and reimbursable expenses by Task Order task;

7) Other direct charges and expenses must reflect actual fees versus the Task Order not-to-exceed fees as stated in Attachment One to Schedule, Fees and Payments; and/or Task Orders.

8) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order.

9) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.

B. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.

C. Notwithstanding language to the contrary in an executed Task Order, the Consultant must invoice the District for a Task Order within 30 calendar days of the District accepting the deliverables of that Task Order.

D. Consultant shall send all invoices to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670

E. Consultant must also ensure that each invoice contains the following information:

1) Agreement Number;
2) Task Order Number.
3) Full Legal Name of Consultant/Firm;
4) Payment Remit-to Address;
5) Invoice Number;
6) Invoice Date (the date invoice is mailed); and
7) Beginning and end date for billing period that services were provided.

F. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in Attachment A to the Task Order(s). Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

G. District Project Manager will review Consultant's written invoice within five District 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. District will pay undisputed invoice amounts within 30 calendar days from date invoice is received by District Project Manager.

H. District may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, District will notify Consultant in writing of the specific items in dispute, and will describe the District's reason(s) for disputing each such item. Consultant and the District Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by the Consultant and District Project Manager within 30 calendar days of Consultant receiving District's written notice of dispute, Consultant and the District will attempt to resolve the Dispute pursuant to Appendix Two to the Standard On-Call Consultant Agreement, Dispute Resolution.

I. Consultant's Services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages

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.

B. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

C. The 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.

E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the 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 to verify statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, 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 [NOT USED]

Unless otherwise specified in an executed Task Order, when the total compensation payable pursuant to this Agreement for an individual Task Order exceeds $20,000, ten percent of each invoices for that Task Order will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs the final approval for all Services/deliverables as stated in the executed Task Order, consistent with Section Three Duties of District, subsection 2. Review of Deliverables.

Provided that at any time after 50% of the work has been completed, the District 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 contract close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. **Performance of Tasks**

   Consultant will commence performing the tasks described in the Scope of Services of an executed Task Order upon receipt of the Task Order Notice to Proceed (NTP) issued by the District.

2. **Task Order Schedule**

   Consultant will perform and complete the Services in accordance with the schedule (Schedule) as described in each Task Order. Consultant will coordinate Services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.

3. **Project Delays**

   Consultant will make all reasonable efforts to comply with the Schedule as stated in a Task Order. In the event the Task Order Schedule will be delayed, Consultant will notify the District 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, District may, at its discretion, grant a reasonable adjustment in the Schedule.

4. **Changes to the Schedule**.

   District's Project Manager and Consultant may agree to modify the Schedule specified for Consultant's performance in an executed Task Order as an administrative modification to the Task Order and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination.

No Task Order will be written which extends beyond the expiration date of this Agreement. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be performed and completed within the Term of this Agreement. Uncompleted and/or unfinished Task Orders will co-terminate with this Agreement.

2. District Rights

A. Suspension: District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District 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: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.

C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District 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 District'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 District 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 District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, 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;

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 the District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard On-Call Consultant Agreement, Appendix Four Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard On-Call Consultant Agreement, Appendix Four Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. District 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 the District following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of the District. Consultant will provide the District 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 the District 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 the District has already paid Consultant, the District will release Consultant from any liability incurred by the District from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, through, and between the District 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 the District 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 the District.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. The District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule Attachments to the Schedule, and all Task Orders executed pursuant to this Agreement, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and its executed Task Orders incorporated herein by this reference hereto and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.

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 the District, of evidence of all required insurance coverages and documents;

3) Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;

4) Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule, Reference Materials, if applicable;

5) Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;

6) Any other requirements that are deemed necessary by the District; and

7) Execution of the Agreement by the District.

3. No Assignment

A. The expertise and experience of Consultant are material considerations for District'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 District 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 the District.

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 the District's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that District policy prohibits the acceptance by District 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 the District.

6. Audits

Consultant agrees that the District and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District and its agent(s) with any relevant information requested and will permit the District and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing the District with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about the District'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 District 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 the District to have the information.

D. Consultant will notify the District 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 the District.

E. Notwithstanding the Confidentiality requirements, upon the request of the District Project Manager Consultant and its Subconsultants shall execute the District'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 District 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 the District. 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 the District. 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 the District, 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 the District, for the possession and use of such materials.

C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District'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 the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:

   a. Within 30 calendar days of the effective date of this Agreement; and

   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 the District, an amendment to their Form 700 any time there is a change to their disclosure information.

3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;

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 the District, a Leaving Office Statement with the District when one of the following occurs:

   a. Upon termination of this Agreement; and

   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 the District'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 the District pursuant to the California Political Reform Act, Gov. Code §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District Project Manager, Consultant will have 15 calendar days to remove the employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.

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 the District 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 the District Project Manager, Consultant will prepare a proposed Task Order (See the Standard On-Call Consultant Agreement, Appendix Three Task Order Template).

The proposed Task Order must identify the following:

1) Description of the services, including deliverables;

2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;

3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District'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 the District.

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 the District's authorized representative referenced in the Standard On-Call Consultant Agreement, Appendix One Additional Legal Terms and the Consultant's authorized representative.

C. Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and Notice to Proceed has been issued by the District 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 the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

D. Prevailing Wage Requirements: The Scope of Services may be considered by the District 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

The District 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 the District 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 the District's name, Consultant shall promptly so inform the District and assist the District 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. 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 the District and Consultant at their respective addresses as follows:

DISTRICT:

Deputy Officer, (as listed in section 1. Representatives, of the attached Schedule, Scope of Services).

CONSULTANT:

Consultant Principal Officer, (as listed in section 1. Representatives, of the attached Schedule, Scope of Services).

19. Appendices

The following listed Appendices 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

20. Schedule and Attachments

Schedule OC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments
Attachment Two - Schedule of Completion
Attachment Three - Consultant's Key Staff and Subconsultants
Attachment Four - Reference Materials

(SIGNATURES FOLLOW 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
District

By: _____
Linda J. LeZotte
Chair, Board of Directors

Date: December 10, 2019

ATTEST:

_____
Michele L. King, CMC
Clerk, Board of Directors

ENVIRONMENTAL SCIENCE ASSOCIATES
Consultant

By: _____
Christie Beeman, P.E.
Director

Date: 10/31/19

Consultant's Address:

180 Grand Avenue, Suite 1050
Oakland, CA 94612

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS

1. Conflict of Interest for Future Services

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal if there is a conflict of interest:

A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement (Note: a conflict may not exist where Consultant's Services did not create an unfair competitive advantage, where Consultant did not influence any of the District's decisions relating to the new agreement, and where Consultant's provision of Services amounts to a limited technical role overall);

B. In response to any request for proposal or District 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.

District shall retain the right to disqualify Consultant from any future agreement or services where it determines that a conflict of interest would apply.

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 On-Call Consultant Agreement, Appendix Two Dispute Resolution.

3. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **30%** or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC, Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District Project Manager.

B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.

C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed $50,000.

D. The total not-to-exceed amount for any one Task Order shall not exceed $150,000.

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STANDARD ON-CALL 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 the District 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 District intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

a. Consultant and its Subconsultants are expected to participate in all ADR efforts.

b. The cost of partnering, training facilities, and facilitator will be borne by District.

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 District 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.

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 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

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

1) The mediation shall be terminated:

a. By the execution of a Settlement Agreement by the Parties;

b. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

c. By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

2) No mediator shall be a necessary Party in judicial proceedings related to the mediation.

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 the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard On-Call Consultant Agreement _____ (Agreement) by and between the Santa Clara Valley Water District (District) and _____ (Consultant), dated _____.

District: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed $_____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard On-Call Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by the District 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 the District;

   B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;

   C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and

   D. Project schedule for completing the Scope of Services.

3. Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule, Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

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 the District.

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 the District to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call 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 the District'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: _____ _____

ENVIRONMENTAL SCIENCE ASSOCIATES — DATE
Christie Beeman, P.E.
Director

Signature: _____ _____

SANTA CLARA VALLEY WATER DISTRICT — DATE
[PRINT NAME]
[PRINT TITLE]

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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 IV insurance requirement.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), 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. 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 insurance 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 Insurance.Certificates@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
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement/CAS No. 5017

IMPORTANT: The agreement or CAS number must be included.

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

1. Certificate Holder shall be named as Additional Insured;
2. 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 IV Insurance 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 IV Insurance 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:

   Insurance.Certificates@valleywater.org

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

   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118
   Agreement/CAS No. 5017

IMPORTANT: The agreement or CAS number must be included.

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

Required Coverages

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

   $2,000,000 per occurrence / **$2,000,000** 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:

   $2,000,000 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:

   $5,000,000 per claim/ **$5,000,000** 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:

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 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.

SCHEDULE OC
ON-CALL SCOPE OF SERVICES

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits **($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 **($2,000,000)**	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits ($)	
	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 **($5,000,000)**	
	B.	Cancellation Endorsement	

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SCHEDULE OC
ON-CALL SCOPE OF SERVICES

1. Representatives

A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District must be addressed to the District's Project Manager (DPM).

Dámaris Villalobos-Galindo (DPM)
Associate Engineer
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3165
Email: DVillalobos-Galindo@valleywater.org

Afshin Rouhani (District Unit Manager)
Water Policy and Planning Manager
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 334-3646
Email: arouhani@valleywater.org

Vincent Gin (Division Deputy Operating Officer)
Watershed Stewardship and Planning
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2633
Email: VGin@valleywater.org

B. The Consultant's Project Manager is as listed below. All District questions and correspondence pertaining to this Agreement shall be referred to the Consultant's Project Manager.

John Bourgeois (Consultant Project Manager or CPM)
Senior Program Manager
Environmental Science Associates
180 Grand Avenue, Suite 1050
Oakland CA 94612

Phone: (408) 314-8859
Email: JBourgeois@esassoc.com

C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, subsection 18., Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Andrew Collison, PhD (Consultant Principal Officer)
Director
Environmental Science Associates
180 Grand Avenue, Suite 1050
Oakland, CA 94612

Phone: (510) 463-6730
Email: acollison@esassoc.com

2. Scope of Services

The objective of this Agreement for on-call Services is for Consultant to perform planning services for water resources and stewardship.

The Agreement's overall objectives are to support District staff to:

- Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and
- Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and
- Providing services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and
- Build community support through these planning processes for plan and project implementation.

This Agreement is set up to supplement expertise or staffing needed for timely delivery of work products in the District annual budget.

Consultant shall provide a range of consulting services, as requested by the District, to supplement staff resources for completing a portfolio of water resources and watershed stewardship policy, long-range plans, and planning and conceptual design projects.

Examples of these projects that Consultant may be requested to perform include, but are not limited to:

- integrated water resources management plans,
- watershed specific or stream corridor priority plans,
- water supply, flood protection and ecological enhancement and restoration projects, and
- community outreach in support of various planning processes.

3. Project Objectives

A. Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and

B. Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and

C. Provide needed services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and

D. Build community support through these planning processes for plan and project implementation.

4. District Background

The District is a public agency providing water supply, flood protection and stream stewardship throughout Santa Clara County. It serves approximately two million people in all 15 cities and the unincorporated areas in the county.

5. Assumptions and Requirements

A. General Assumptions and Requirements

1) **Manage Scope of Services**. The 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 the District 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, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

3) **Review of Deliverables**. The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions as determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.

4) **District Quality Environmental Management System**. The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.

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**. The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.

7) **File Exchange Service**. Consultant will provide a file exchange service, accessible to all parties as designated by the District, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

8) **Completeness**.

1. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.

2. A Complete Design Set must include all the information required for a constructible set of plans, and specifications; include a project cost and estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements.

Work, at the sole discretion of the District, will be authorized through task orders, which will detail related assumptions and requirements. The following assumptions or requirements may also apply.

1) **Contracting Approach:** The Agreement authorizes Services on an on-call basis. Tasks, at the sole discretion of the District, will be authorized through Task Orders signed by the Designated Authorities. The task orders will specify the services needed, schedule, and not-to-exceed budget amount. The Consultant will be led by a District Project Manager. As needed, the Consultant will be working with a team of internal and external water resources specialists, biologists, and engineers with expertise in hydrology and hydraulics, geomorphology and engineering modeling and engineering designs.

6. Scope of Services Tasks

The On-Call Scope of Services will generally include, but is not limited to the following:

Task 1 – On-Call Services

1.1 The On-Call Scope of Services will generally include tasks for project management, plans or documents delivery, stakeholder engagement, customizing models or tools used for specific analysis/plans, and supplemental services to adaptively address emerging issues identified in the planning process.

1.2 Types or categories of these projects include, but not limited to: Integrated water resources management plans; watershed specific or stream corridor priority plans; flood protection and ecological enhancement and restoration plans or projects.

1.3 Other projects and plans may need to be supported by this Agreement.

Task 1 - Deliverables

1. To be defined in the Task Orders, as assigned.

Task 1 - Assumptions

1. Examples projects that may need consulting support services are provided below.

   One Water Plan: https://www.valleywater.org/your-water/one-water-plan

   Coyote Creek Flood Protection Project: https://www.valleywater.org/project-updates/creek-river-projects/coyote-creek-flood-protection

   Upper Penitencia Flood Protection Project: https://www.valleywater.org/project-updates/creek-river-projects/upper-penitencia-creek-flood-protection

   Salt Ponds A5-11 Restoration: https://www.valleywater.org/sites/default/files/2018-03/Chapter%204%20-%20Water%20Resources%20Stewardship.pdf

7. ATTACHMENTS

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule OC - Fees and Payments
Attachment Two to Schedule OC - Schedule of Completion
Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants
Attachment Four to Schedule OC - Reference Materials

ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **$1,000,000** (Not-to-Exceed Fees or NTE) for the initial base term with the option to renew for up to 1-year, at the sole discretion of the District, for an additional NTE total amount of $500,000. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount, if any, that will be authorized pursuant to this Agreement. The District, at its sole discretion, may issue Task Orders.**

2. Terms and Conditions

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.

B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. 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 the District, provided Consultant submits written notice to District 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 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. **Reimbursable Expenses**

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses as approved by the District Project Manager will be billed monthly at actual cost linked to each Task Order, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct

expense item(s) with monthly invoices submitted.

2. Equipment purchased on behalf of the District that costs $50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.

3. Travel expenses are reimbursed at actual cost. Travel and overnight accommodations including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District 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 for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.

D. For staff with rates exceeding the rate of $350/hr., the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

E. **Prevailing Wage Requirements [NOT USED]**

1. The Scope of Services described in the Task Order; if applicable, is considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call 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 the District'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 SCHEDULE

ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: Environmental Science Associates	
Project Technician I	$67.90
Project Technician II	$97.53
Project Technician III	$124.88
Associate I	$75.98
Associate II	$91.40
Associate III	$106.51
Senior Associate I	$106.90
Senior Associate II	$118.56
Senior Associate III	$139.05
Managing Associate I	$134.35
Managing Associate II	$150.91
Managing Associate III	$182.83
Director I	$165.58
Director II	$192.64
Director III	$229.66
Senior Director I	$221.81
Senior Director II	$267.06
Senior Director III	$323.16
Subconsultant: Sara Duckler	
Principal	$191.00
Subconsultant: Consensus For Collaboration Program (CCP)	
Principal	$216.56
Project Manager/Managing Senior Mediator/Facilitator	$210.00
Senior Mediator/Facilitator	$200.81
Lead Mediator/Facilitator	$164.06
Contracts/Financial Management	$93.19
Subconsultant: HDR Engineering	
Company Officer	$319.98
Project Manager	$303.34
Accounting	$149.02
Senior Technical Lead	$297.29
Technical Lead	$232.99
Senior Project Engineer	$214.84
Project Engineer	$170.96
Associate Engineer	$133.14

ATTACHMENT ONE TO
SCHEDULE OC
FEES AND PAYMENTS

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Horizon Water & Environment	
Admin	$90.15
Technical Editor	$105.13
Surveyor	$115.05
GIS Technical	$125.00
Analyst I	$130.00
Analyst II	$135.00
Associate I	$150.00
Associate II	$160.00
Senior Associate I	$170.00
Senior Associate II	$180.00
Director	$195.00
Principal	$215.00

REIMBURSABLE COSTS

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	**PIECE**	**PER DAY**	**PER WEEK**	**PER MONTH**
Quad drone	1	$300	$1200	na
Total station	1	$200	$600	na
RTK GPS survey unit	1	$300	$1200	na
RTK Smartnet Subscription	1	$50	$200	na
Trimble GPS	1	$75	$350	na
iPad + GPS sensor	1	$75	$350	na
Logging water level sensor	1	$10	$30	$100
Logging barometric pressure	1	$5	$15	$50

Note: Reimbursable Costs are paid at the Actual Cost Rates. These rates will remain constant for the duration of this Agreement.

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ATTACHMENT TWO TO
SCHEDULE OC
SCHEDULE OF COMPLETION

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

2. The Agreement expires on **November 11, 2023**, with a one-year renewal option that may be exercised at the sole discretion of the District. If the District exercises this option, the Agreement total Not-To-Exceed amount will increase from **$1,000,000** to **$1,500,000**. The exercise of this option must be in the form of a written amendment signed by both Parties.

3. Each Task Order will state the schedule for Consultant's performance of that Task Order.

4. District and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Agreement, and will confirm such modification in writing.

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ATTACHMENT THREE TO
SCHEDULE OC
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Andrew Collison	Director III	Project Director	180 Grand Avenue, Suite 1050 Oakland, CA 94612 (510) 463-6730 acollison@esassoc.com
John Bourgeois	Director III	Project Manager	180 Grand Avenue, Suite 1050 Oakland, CA 94612 (408) 314-8859 Jbourgeois@esassoc.com

2. The following Subconsultants are authorized to perform Services on the Agreement:

Firm	Project Role	Contact Information
Duckler Associates	Strategy/Task Lead	Sara Duckler 35 Drake Ct. Walnut Creek, CA 94597 (408) 482-1458 duckler@duckler.com
Horizon Water and Environment	Task Lead	Ken Schwarz 266 Grand Ave., Suite 210 Oakland CA 94610 (510) 986-1851 (d) (510) 421-7664 (m) ken@horizonh2o.com
Consensus and Collaboration Program College of Continuing Education – Sacramento State	Stakeholder outreach	Dave Ceppos 304 S Street Sacramento, CA 95811 (916) 539-0350 (m) (916) 278-5015 (d) dceppos@csus.edu

ATTACHMENT THREE TO
SCHEDULE OC
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Contact Information
HDR	Civil engineering	Linc To 2033 Gateway Place, Suite 500 San Jose, CA 95110-3712 (925) 974.2540 (d) (415) 385.9477 (m) Linc.To@hdrinc.com

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ATTACHMENT FOUR TO
SCHEDULE OC
REFERENCE MATERIALS

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (District) Standards for GIS Products July 2017 version

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Santa Clara Valley Water District

File No.: 25-1009

Agenda Date: 12/9/2025
Item No.: 7.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Authorize Acquisition of Real Property Interests from San Jose Water Company for the Coyote Creek Flood Protection Project, Project No. 26174043, APNs 467-13-055, 467-13-056, 467-13-002, 467-13-003, 472-11-016, 472-12-058, 472-12-071, 477-12-024, and 477-20-033, Real Estate File Nos. 4021-367, 4021-458, 4021-464, 4021-465, 4021-472, 4021-473, 4021-498, 4021-506, 4021-521, 4021-525, and 4021-526 (San Jose, Districts 2 and 6).

RECOMMENDATION:

A. Authorize the Interim Chief Executive Officer to execute a Right of Way Agreement between San Jose Water Company and the Santa Clara Valley Water District for acquisition of real property interests on APNs 467-13-055, 467-13-056, 467-13-002, 467-13-003, 472-11-016, 472-12-058, 472-12-071,477-12-024, and 477-20-033, for the price of $2,932,950, based upon the terms and conditions as set forth in the Agreement;
B. Authorize the Interim Chief Executive Officer to accept the Quit Claim Deed (4021-525 and 4021-526) from San Jose Water Company;
C. Authorize the Interim Chief Executive Officer to accept the Easement Deeds (4021-367 and 4021-498) from San Jose Water Company; and
D. Authorize the Interim Chief Executive Officer to accept the Temporary Construction Easement Deeds (4021-506, 4021-521, 4021-458, 4021-464, 4021-465, 4021-472, and 4021-473) from San Jose Water Company.

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

Staff recommends acquisition of fee title on APNs 467-13-055, 467-13-056, permanent easements over 467-13-002, 477-20-033, and temporary construction easements over APNs 467-13-002, 467-13-003, 472-11-016, 472-12-058, 472-12-071, 477-12-024, and 477-20-033 (collectively referred to as Property Interests), located in San Jose, California, owned by San Jose Water Company (Owner),

according to the terms of the Right of Way Agreement (Attachment 1). The Property Interests are shown on the plat and description of Quitclaim Deeds 4021-525 and 4021-526 (Attachment 2), Water Management Easement Deeds 4021-367 and 4021-498 (Attachment 3), and Temporary Construction Easement Deeds 4021-506, 4021-521, 4021-458, 4021-464, 4021-465, 4021-472 and 4021-473 (Attachment 4). Acquisition of the Property Interests from Owner is necessary to implement flood risk reduction elements of the CCFPP.

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

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

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

ACQUISITION OF REAL PROPERTY INTERESTS
Valley Water obtained appraisals of the properties which established the fair market value of the permanent easements and temporary construction easements at $2,818,400. Valley Water made a Government Code 7267.2 offer to Owner for the fair market value of the easements on April 4, 2025, which was not initially accepted. During negotiations, it was determined that acquiring two (2) APNs (467-13-055 and 467-13-056) in fee simple in lieu of permanent easements would better serve the Project and Owner's interests. On September 11, 2025, Valley Water presented a revised offer to the Owner to acquire the Property Interests for $2,932,950. The Owner accepted Valley Water's offer and signed the revised Right of Way Agreement on October 28, 2025.

ENVIRONMENTAL JUSTICE IMPACT:
The CCFPP will have beneficial Environmental Justice impacts. The intent of CCFPP is to protect the public from dangers associated with flooding similar to the flooding event that occurred in February 2017. Acquisition of right-of-way from the Owner is required to achieve flood protection for all in the

surrounding community.

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

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

FINANCIAL IMPACT:
The CCFPP, Project No. 26174043 is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. The acquisition price of the Property Interests is $2,932,950 and does not change the overall Total Project Cost reflected in the CIP FY 2026-30 Five-Year Plan. There are adequate funds in the Project's FY 2025-26 Adopted Budget to encumber the funds for the real property interests. The CCFPP is funded by the Safe, Clean Water & Natural Flood Protection Program (Fund 26).

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

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

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Right of Way Agreement
Attachment 2: Quitclaim Deeds
Attachment 3: Water Management Easement Deeds
Attachment 4: Temporary Construction Easement Deeds

UNCLASSIFIED MANAGER:

Bhavani Yerrapotu, 408-630-2735

Attachment A: Gov. Code § 84308

Authorize Acquisition of Real Property Interests from San Jose Water Company for the Coyote Creek Flood Protection Project, Project No. 26174043, APNs 467-13-055, 467-13-056, 467-13-002, 467-13-003, 472-11-016, 472-12-058, 472-12-071, 477-12-024, and 477-20-033, Real Estate File Nos. 4021-367, 4021-458, 4021-464, 4021-465, 4021-472, 4021-473, 4021-498, 4021-506, 4021-521, 4021-525, and 4021-526 (San Jose, District 2 and 6)

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

Organization Name	**Name**	**Role**	**Location**
San Jose Water Co.	Hoffman, Scott	Manager of Property & Permit Services	1265 S. Bascom Ave., San Jose, CA 95128
Hoge Fenton	Cottle, Sean	Counsel	55 S. Market Street, Ste. 900, San Jose, CA 95113

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Valley Water

RIGHT OF WAY AGREEMENT

FC 121 (05-20-21)

Project: Coyote Creek Flood Protection

Seller: San Jose Water Company

Real Estate File No.: 4021-367, -458, -464, -465, -472 -473, -498, -506, -521,-525, -526

Project/Charge No.: 26174043

THIS RIGHT OF WAY AGREEMENT ("**Agreement**") is made and entered into as of the date fully executed ("**Effective Date**") between the SANTA CLARA VALLEY WATER DISTRICT, a California Special District ("**Valley Water**"), and the SAN JOSE WATER COMPANY, a California corporation, formerly known as San Jose Water Works ("**Seller**"). Valley Water and Seller are sometimes referred to herein individually as "**Party**" and collectively as "**Parties**".

RECITALS

WHEREAS, Seller owns those certain nine real properties located in San Jose, California, as more particularly identified in Exhibit 1 ("**Subject Properties**").

WHEREAS, Valley Water requires certain real property interests on the Subject Properties, including fee-simple acquisition of APNs 467-13-055 and 467-13-056, as specifically described below.

AGREEMENT

NOW THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. PURCHASE AND SALE

A. Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Valley Water agrees to purchase, the following real property interests over portions of the Subject Properties: (i) two (2) permanent water easements as more particularly described in the individual plat depiction and legal description ("**P&Ds**") attached hereto in Exhibit 2 ("**Permanent Easement Properties**"); and (ii) seven (7) temporary construction easements as more particularly described in the individual P&Ds attached hereto in Exhibit 3 ("**Temporary Construction Easement Properties**" and with the Permanent Easement Property, collectively the "**Easement Properties**").

B. Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Valley Water agrees to purchase fee simple interest in two (2) of the Subject Properties: (i) APN 467-13-055; and (ii) APN 467-13-056, as more particularly

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described in the P&Ds attached hereto in Exhibit 4 ("**Fee Properties**, and with the Easement Properties, collectively the "**Properties**").

2. DELIVERY OF DOCUMENT

A. Seller shall convey its interests in the Easement Properties to Valley Water by executing and delivering to Escrow Holder (as defined in Section 9 herein) the completed Permanent Water Management Easement Deed for the Permanent Easement Property using the form attached hereto as Exhibit 5 and the completed Temporary Construction Easement Deeds for the Temporary Construction Easement Properties using the form attached hereto as Exhibit 6 (collectively, "**Easement Deeds**").

B. Seller shall convey fee simple interest in the Fee Properties to Valley Water by executing and delivering two Quitclaim Deeds to Escrow Holder using the form attached hereto as Exhibit 7 ("**QC Deeds**" and with the Easement Deeds described in the preceding paragraph, collectively the "**Deeds**").

3. PURCHASE PRICE AND TITLE

Valley Water shall pay Seller the sum of **two million nine hundred thirty-two thousand and nine-hundred fifty dollars** ($2,932,950.00) ("**Purchase Price**") for the Properties conveyed by the Deeds when title thereto vests in Valley Water free and clear of all liens, encumbrances, taxes, assessments, and leases (recorded and/or unrecorded) that may interfere with Valley Water's exercise of the rights granted therein, except:

A. Non-delinquent taxes, special taxes and assessments for the tax year in which this escrow closes. After closing, Valley Water shall take such actions as may be required to terminate such taxes, special taxes and assessments with respect to the Properties in the manner required by Section 5086 of the Revenue and Taxation Code.

B. Covenants, conditions, restrictions, and reservations of record, or contained in the above referenced deeds.

C. Easements or rights of way of record over said land for public or quasi-public utility or public street purposes, if any.

4. PRORATION OF REAL PROPERTY TAXES

Real property taxes and assessments, if any, on the Properties shall be prorated in accordance with the California Revenue and Taxation Code Section 5086 as of the date of recordation of the Deeds.

Valley Water shall have the authority to deduct and pay from the Purchase Price shown in Section 3 above, any amount necessary to satisfy any bond demands or delinquent taxes due in any year except the year in which this escrow closes together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

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5. PAYMENT OF MORTGAGE OR DEED OF TRUST

Any and all moneys due under this Agreement shall, upon demand, be made payable to the beneficiary or mortgagee entitled thereto under any trust deed or mortgage upon the Subject Properties, up to and including the total amount of any unpaid indebtedness secured by such trust deed or mortgage. When necessary, Seller agrees to assist Escrow Holder (defined in Section 9 below) to obtain beneficiary or mortgagee consent and/or subordination to the Properties.

6. LEASE WARRANTY

Seller warrants that there are no oral or written leases on all or any portion of the Subject Properties exceeding a period of one month, and Seller further agrees to hold Valley Water harmless and reimburse Valley Water for all losses and expenses occasioned to Valley Water by reason of any tenancy impacting the Properties held by any tenant of Seller for any period exceeding one month.

7. DISMISSAL OF EMINENT DOMAIN

Valley Water requires the Properties as described in the Deeds for Valley Water purposes, a public use for which Valley Water has the authority to exercise the power of eminent domain. Seller is compelled to sell, and Valley Water is compelled to acquire the Properties. Both Seller and Valley Water recognize the expense, time, effort, and risk to both Parties in determining the compensation for the Properties by eminent domain litigation. The compensation set forth herein for the Properties is in compromise and settlement, in lieu of such litigation. If Valley Water has initiated an eminent domain action, Seller consents to the dismissal of any eminent domain action by Valley Water wherein the Properties are included and waives all claims to any money that may now be on deposit in that action. This Agreement is full consideration for all claims of damage that may have arisen by reason of any such eminent domain action and/or the public project for which the Properties are acquired.

8. POSSESSION

Seller shall have the right to retain possession of the Properties up to and including the date of recording of the Deeds conveying title to the Properties acquired herein to Valley Water, contingent upon Seller's compliance with the conditions of this Agreement. Any occupation or use of the Properties by Seller after recordation of the Deeds shall not interfere with uses granted to Valley Water.

9. ESCROW AND DOCUMENT DELIVERY

Escrow Number 7285945 has been established pursuant to this Agreement in the office of First American Title Company ("**Escrow Holder**") at 333 W. Santa Clara Street, San Jose, CA 95113. Unless Valley Water and Seller both agree to an extension by written agreement, the escrow shall close ("**Close of Escrow**") on or before January 6, 2026. Upon mutual execution of this Agreement, Valley Water and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder and provide Escrow Holder with their separate instructions for closing escrow, consistent with the terms of this Agreement. Valley Water shall pay all costs of escrow and recording fees incurred in this

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transaction including documentary transfer and stamp taxes, if required by law, and title insurance policy expenses.

Seller shall execute and deliver the Deeds to Escrow Holder as required under Section 2 no less than five (5) business days before the Close of Escrow.

Once the Parties have delivered all documents required pursuant to this Agreement and their escrow instructions, Escrow Holder shall complete the Close of Escrow.

Close of Escrow and the Parties' respective obligations pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Close of Escrow:

A. Transaction approved by the California Public Utility Commission ("**CPUC**");

B. The balance of Purchase Price received by Escrow Holder; and

C. Removal of any of Seller's personal property from the Properties.

10. CONTAMINATION

Seller acknowledges and agrees that it has no actual knowledge of the presence of hazardous materials, or any other matters of significance, adversely affecting the Properties. The Parties agree that, except for the Seller's representations and warranties set forth in this Agreement, the Seller is selling and Valley Water is acquiring the Properties in "As Is" conditions with all faults.

11. SUCCESSORS AND ASSIGNS

This Agreement is binding upon Seller and Valley Water, their respective administrators, representatives, successors-in-interest, executors and/or assignees. Seller shall not grant, assign, convey and/or otherwise encumber the Properties without Valley Water's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of the Parties with respect to the Properties. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the Properties are revoked and extinguished by this Agreement. All amendments and supplements to this Agreement may be amended only by a writing signed by each of the Parties hereto.

13. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

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14. SEVERABILITY

Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the Parties and the unenforceable part shall be modified so that it reflects the Parties' intent and becomes enforceable.

15. ATTORNEY FEES

Each Party shall be responsible for payment of the fees and expenses of its counsel relating to this Agreement. In the event any legal action or litigation is undertaken by a Party to enforce the provisions of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and legal cost that it incurs.

16. TRANSACTION SUBJECT TO APPROVAL BY CPUC

The transaction contemplated herein is subject to review by and the approval of the CPUC. The Parties shall be obligated to perform under this Agreement only on the condition that the CPUC has approved the transaction contemplated herein prior to the Close of Escrow. If, as a result of a final non-appealable ruling by the CPUC, Seller is unable to comply with any one or more specific provisions of this Agreement, this Agreement shall automatically terminate. Neither Seller, nor Valley Water shall be obligated to perform under this Agreement if Seller does not obtain CPUC approval of the transaction contemplated herein prior to the Close of Escrow. It is a specific condition precedent for closing escrow that Seller obtain CPUC approval of the transaction contemplated herein.

17. RECITALS, EXHIBITS, AND ATTACHMENTS

The Recitals, exhibits, and addenda referred to herein are incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The exhibits attached to this Agreement are:

Exhibit 1 Subject Properties
Exhibit 2 Permanent Easements
Exhibit 3 Temporary Construction Easements
Exhibit 4 Fee Simple Acquisitions
Exhibit 5 Water Management Easement Deed
Exhibit 6 Temporary Construction Easement Deed
Exhibit 7 Quitclaim Deed

18. ADDITIONAL DOCUMENTS

Each Party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

19. INTERPRETATION OF AGREEMENT

The Parties hereto acknowledge and agree that, although this Agreement has been drafted initially by Valley Water, the Parties and/or their legal counsel have reviewed and negotiated, or had an opportunity to review and negotiate, the terms of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

20. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the Parties.

21. BROKERS AND FINDERS

The Parties represent and warrant to one another that no broker, salesperson, or finder has been engaged by them in connection with the transactions contemplated by this Agreement.

22. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, including any electronic transmission of same. All executed counterparts when taken together shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that signatures transmitted by electronic mail in so-called "pdf" format or by DocuSign shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (i) intend to be bound by the signatures on any document sent by electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

[*Signature Page Follows*]

Real Estate File No.: **Multiple File Numbers**

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

Valley Water has executed this agreement as of:

Date

SANTA CLARA VALLEY WATER DISTRICT

By

Melanie Richardson, P.E.,
Interim Chief Executive Officer

ATTEST: Candice Kwok-Smith

Clerk of the Board

Seller has executed this agreement as of: 10/28/2025 | 10:03:59 AM PDT

Date

SAN JOSE WATER COMPANY

By Signed by: Jake Walsh 21AAE7C3CF1A4EC...

Jacob Walsh
Vice President of Engineering

1265 S. Bascom Ave.
San Jose, CA 95128

Recommended for Approval:

By DocuSigned by: Ken Anderssohn 8C42910F20A347C...

Ken Anderssohn, Senior Real Estate Agent

By DocuSigned by: Carlo Achdjian 5EF30CE587984BD...

Carlo Achdjian, Manager
Real Estate Services Unit

Recommended for Approval:

DocuSigned by: Scott Hoffman 61FB4FFCA36D42F...

Scott Hoffman, Manager of Property and Permitting

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Exhibit 1

San Jose Water Company "Subject" Properties

APN	General Location	Approximate Area (acres)
467-13-055	17th Street Station	0.26
467-13-056	17th Street Station	0.40
467-13-002	17th Street Station	0.78
467-13-003	17th Street Station	0.14
472-11-016	Martha and 12th Streets	1.08
472-12-058	Martha and 12th Streets	1.84
472-12-071	Martha and 12th Streets	0.45
477-12-024	Rocksprings Drive	5.42
477-20-033	Tully Road and Galveston Ave.	2.64

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Exhibit 2

Valley Water Permanent Easements

Legal Descriptions and Plat Depictions (9 pages to follow)

San Jose Water Co. APN	General Location	Valley Water Permanent Easement File #	Valley Water Permanent Easement Size	Appraised Value (11/15/2024)
477-20-033	Tully Road and Galveston Ave.	#4021-367	7,717 sf	$20,200
467-13-002	17th Street Station	#4021-498	2,625 sf	$9,000

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-367
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1743209 filed on December 22, 1959, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 292.37 feet, to the **POINT OF BEGINNING;**

Thence leaving said northeasterly line, the following nineteen (19) courses:

1) S40°59'42"W 10.83 feet;
2) S43°11'18"W 166.79 feet, to the beginning of a curve concave southeasterly and having a radius of 194.33 feet;
3) Thence southwesterly along said curve thru a central angle of 09°59'02", an arc distance of 33.86 feet;
4) S33°12'16"W 44.86 feet, to the beginning of a curve concave easterly and having a radius of 29.33 feet;
5) Thence southerly along said curve thru a central angle of 34°23'42", an arc distance of 17.61 feet;
6) S01°11'26"E 189.48 feet;
7) S29°39'09"E 15.97 feet;
8) N89°52'00"E 15.21 feet;
9) S32°46'07"E 9.00 feet;
10) S52°30'45"W 56.73 feet;
11) N37°36'32"W 20.34 feet;
12) N25°59'56"E 37.85 feet;
13) N01°11'26"W 195.02 feet, to the beginning of a curve concave easterly and having a radius of 42.30 feet;
14) Thence northerly along said curve thru a central angle of 34°23'42", an arc distance of 25.39 feet;
15) N33°12'16"E 44.86 feet, to the beginning of a curve concave southeasterly and having a

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

radius of 134.79 feet;
16) Thence northeasterly along said curve thru a central angle of 15°22'54", an arc distance of 36.19 feet;
17) N43°11'18"E 166.54 feet;
18) N40°59'42"E 15.22 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 13.78 feet to the **POINT OF BEGINNING**

Containing 7,717 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

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

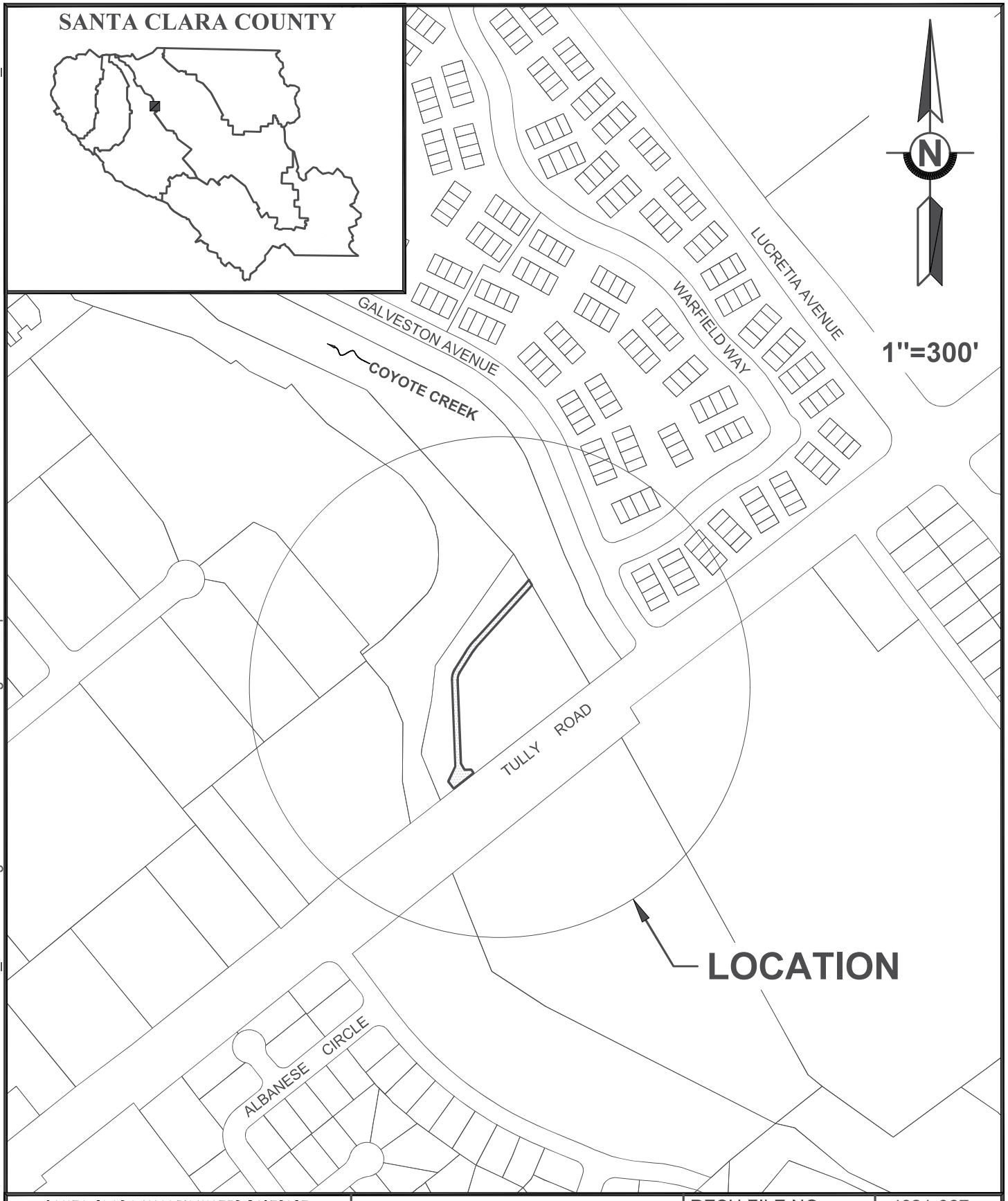


Jessica DeMartini, PLS 9095

1/16/25
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



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SANTA CLARA VALLEY WATER DISTRICT

Valley Water

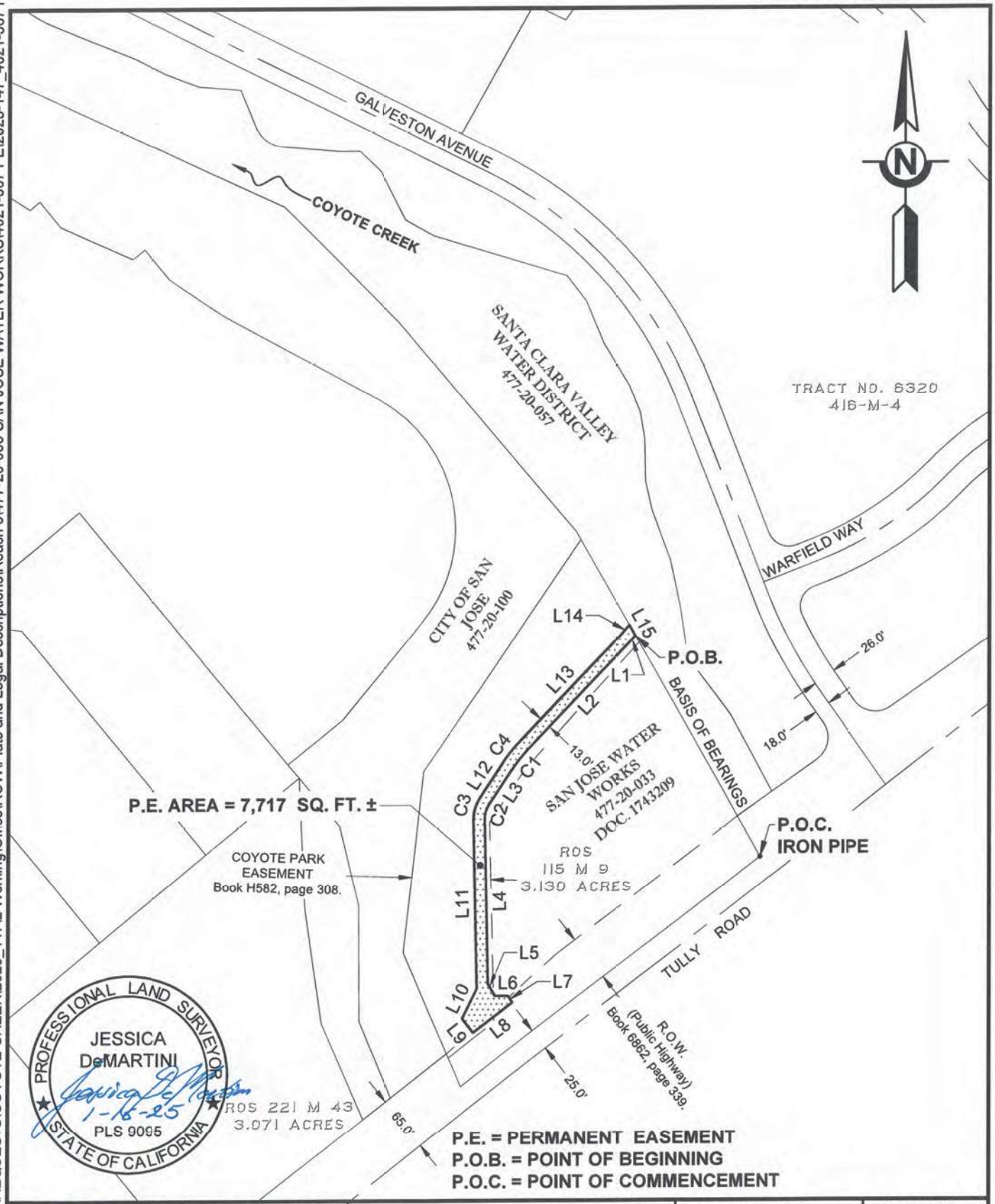
COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-367
APN	472-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A Ruiz

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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SAN JOSE WATER WORKS



P.E. = PERMANENT EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 150'

RESU FILE NO.	4021-367
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 2

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-367 PE\2023-147_4021-367 PE.dwg

Line Table		
Line #	Bearings	Distance
L1	S40°59'42"W	10.83'
L2	S43°11'18"W	166.79'
L3	S33°12'16"W	44.86'
L4	S01°11'26"E	189.48'
L5	S29°39'09"E	15.97'
L6	N89°52'00"E	15.21'
L7	S32°46'07"E	9.00'
L8	S52°30'45"W	56.73'
L9	N37°36'32"W	20.34'
L10	N25°59'56"E	37.85'
L11	N01°11'26"W	195.02'
L12	N33°12'16"E	44.86'
L13	N43°11'18"E	166.54'
L14	N40°59'42"E	15.22'
L15	S29°17'48"E	13.78'

Curve Table			
Curve #	Radius	Delta	Length
C1	194.33'	009°59'02"	33.86'
C2	29.33'	034°23'42"	17.61'
C3	42.30'	034°23'42"	25.39'
C4	134.79'	015°22'54"	36.19'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: N/A

RESU FILE NO.	4021-367
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-498
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of "LOT 62" as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C°LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", the following two (2) courses:
1) N60°05'44"E 134.94 feet;
2) N60°02'11"E 35.40 feet, to the **POINT OF BEGINNING;**

Thence continuing along said general northerly line, the following two (2) courses:
1) N60°02'12"E 63.73 feet;
2) N60°04'14"E 23.81 feet, to the most northeasterly corner of said "LOT 62";

Thence along the easterly line of said "LOT 62", S05°32'42"E, 43.91 feet;

Thence leaving said easterly line, the following four (4) courses:
1) S60°04'43"W 52.36 feet;
2) N29°53'35"W 30.02 feet;
3) S60°01'10"W 17.06 feet;
4) N29°57'43"W 9.64 feet to the **POINT OF BEGINNING.**

Containing 2,625 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N60°05'10"E shown as N59°20'E along the northeasterly line of "LOT 62", as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C°LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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



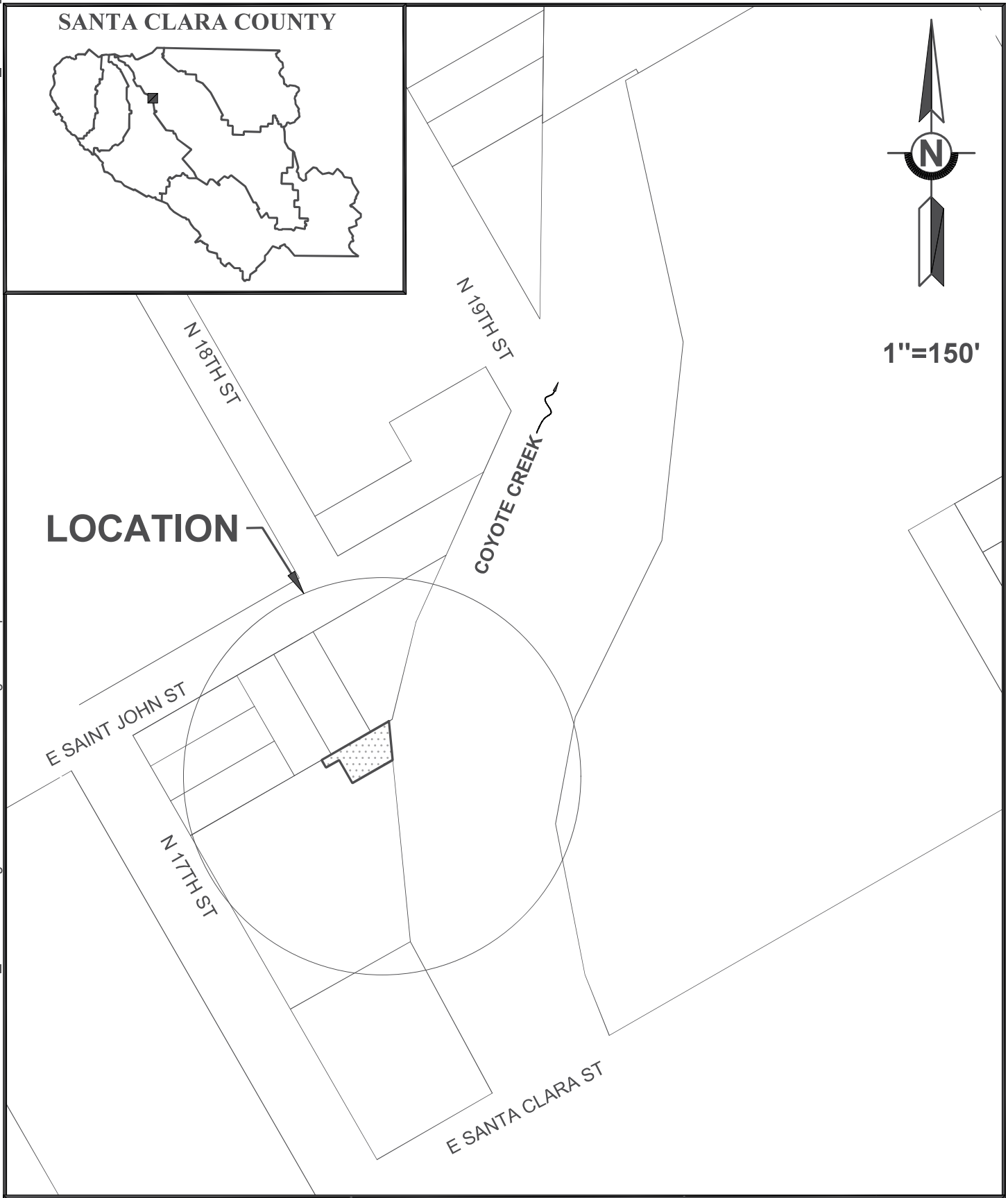
Jessica DeMartini, PLS 9095

8/28/25
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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SAN JOSE WATER WORKS

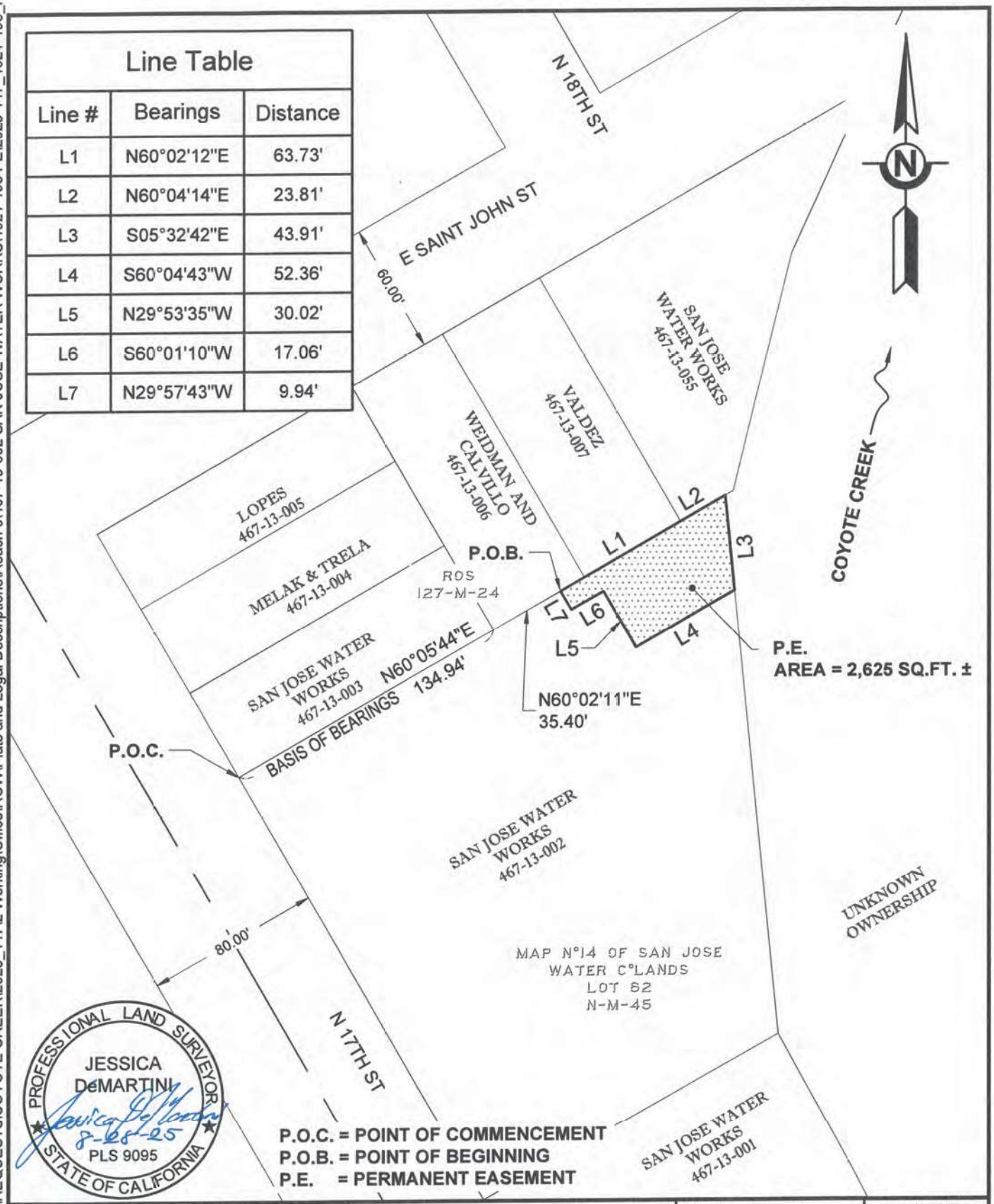


SANTA CLARA VALLEY WATER DISTRICT Valley Water	COYOTE CREEK FLOOD PROTECTION PROJECT	RESU FILE NO.	4021-498
		APN	467-13-002
		LSMU REQUEST NO.	2023-147
		DRAWN	[illegible]

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS

Line Table		
Line #	Bearings	Distance
L1	N60°02'12"E	63.73'
L2	N60°04'14"E	23.81'
L3	S05°32'42"E	43.91'
L4	S60°04'43"W	52.36'
L5	N29°53'35"W	30.02'
L6	S60°01'10"W	17.06'
L7	N29°57'43"W	9.94'



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
8-28-25
PLS 9095
STATE OF CALIFORNIA

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.E. = PERMANENT EASEMENT

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-498
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROWPlats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-498 PE\2023-147_4021-498_PE_Rev2.d

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Exhibit 3

Valley Water Temporary Construction Easements

Legal Descriptions and Plat Depictions (31 pages to follow)

San Jose Water Co. APN	General Location	VW Temporary Construction Easement File #	VW Temporary Construction Easement Size	Appraised Value (11/15/2024)
467-13-002	17th Street Station	#4021-506	10,150 sf	$246,200
467-13-003	17th Street Station	#4021-521	1,125 sf	$41,750
472-11-016	Martha and 12th Streets	#4021-458	19,942 sf	$489,000
472-12-058	Martha and 12th Streets	#4021-464	70,211 sf	$1,474,000
472-12-071	Martha and 12th Streets	#4021-465	19,517 sf	$410,000
477-12-024	Rocksprings Drive	#4021-472	15,959 sf	$15,000
477-20-033	Tully Road and Galveston Ave.	#4021-473	44,393 sf	$27,800

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-506
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of "LOT 62" as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C°LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

PARCEL A
Temporary Construction Easement

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet, to the **POINT OF BEGINNING;**

Thence continuing along said general northerly line, the following two (2) courses:
1) N60°05'44"E 60.06 feet;
2) N60°02'11"E 35.40 feet;

Thence leaving said general northerly line, the following five (5) courses:
1) S29°57'43"E 9.94 feet;
2) N60°01'10"E 17.06 feet
3) S29°53'35"E 30.02 feet;
4) S60°04'43"W 60.46 feet;
5) N29°54'16"W 39.94 feet, to the **POINT OF BEGINNING.**

Containing 4,324 square feet of land, more or less.

PARCEL B
Temporary Ingress & Egress Easement

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet;

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Thence leaving said general northerly line, S29°54'16"E 39.94 feet, to the **POINT OF BEGINNING;**

Thence along the following five (5) courses:

1) N60°04'43"E, 52.06 feet;
2) S06°05'23"E, 116.01 feet;
3) S27°51'40"E, 24.32 feet;
4) S19°05'26"W, 60.78 feet;
5) S44°00'49"W, 34.72 feet, to a point on the westerly line of said "LOT 62";

Thence continuing along said westerly line, N29°54'16"W, 20.11 feet;

Thence leaving said westerly line, the following four (4) courses:

1) N50°30'56"E, 22.07 feet
2) N02°34'00"E, 87.55 feet;
3) N06°04'40"W, 15.14 feet;
4) N29°54'16"W, 68.43 feet to the **POINT OF BEGINNING.**

Containing 5,826 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N60°05'44"E shown as N59°20'E along the northerly-line of "LOT 62", as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER CºLANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

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



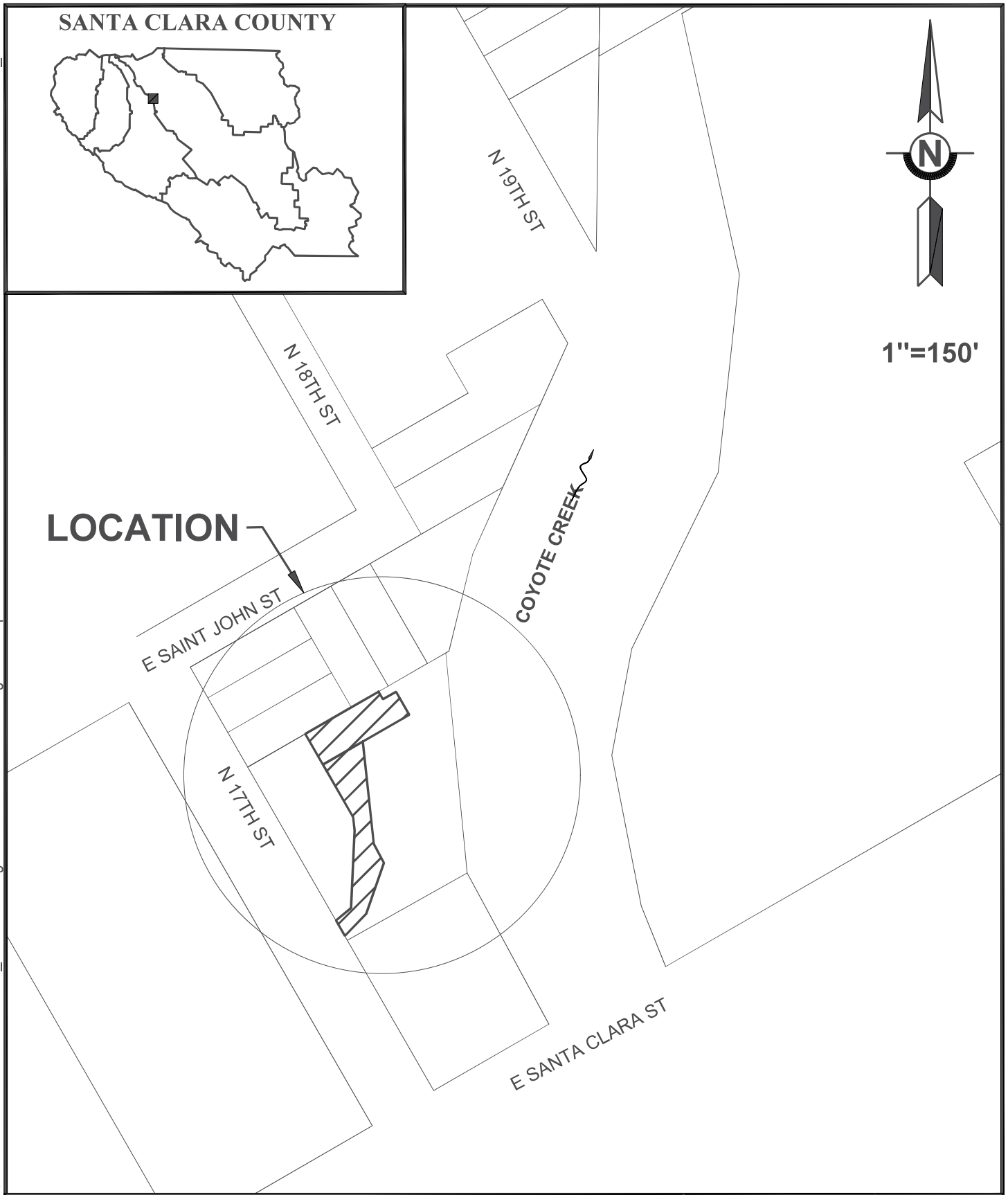
Jessica DeMartini, PLS 9095

8/28/25
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCE\2023-147_4021-506_TCE_Rev2.dwg

SAN JOSE WATER WORKS



SANTA CLARA VALLEY WATER DISTRICT

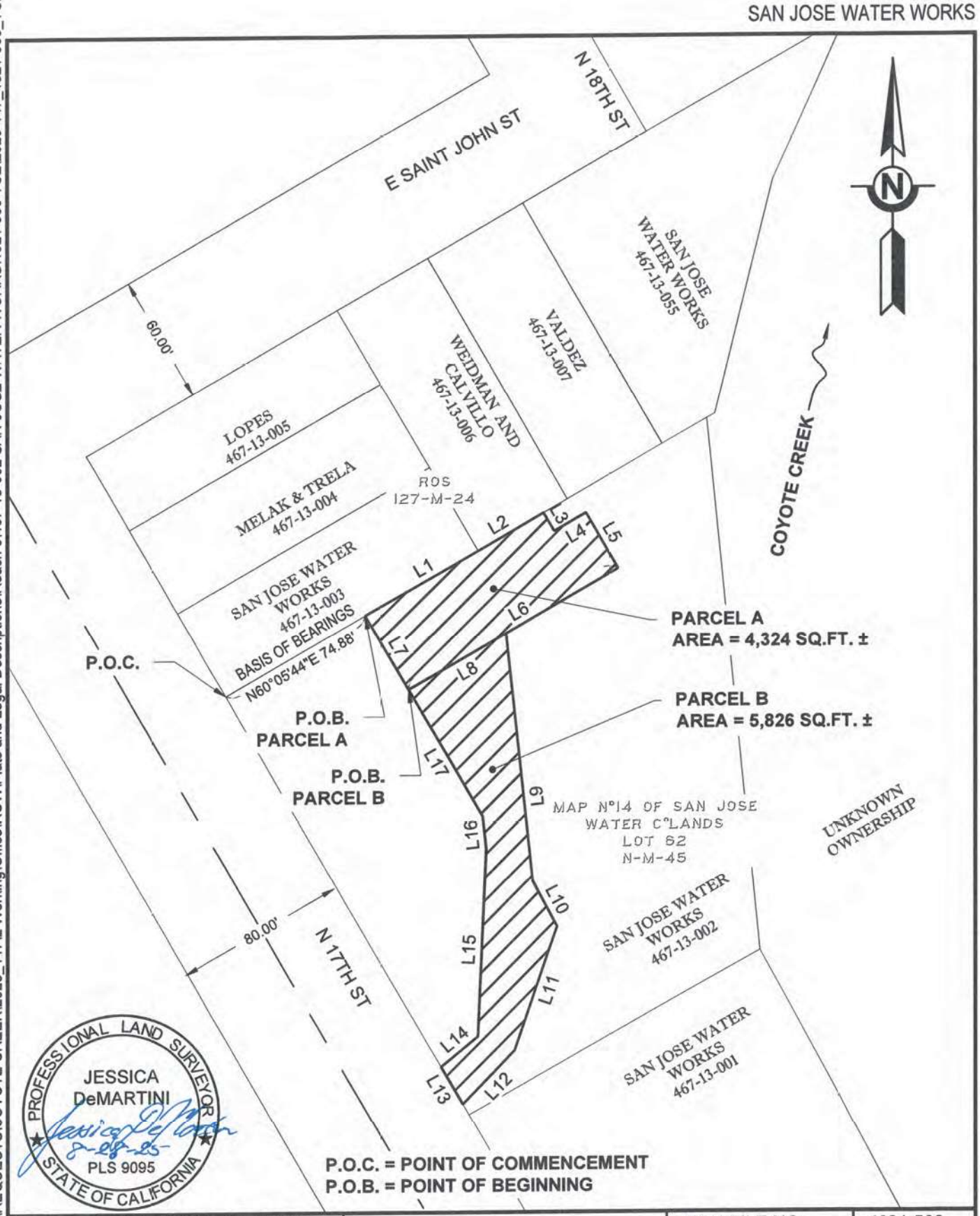
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCE\2023-147_4021-506_TCE_Rev2.



SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri
SHEET 1 OF 2	

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCE\2023-147_4021-506_TCE_Rev2.

SAN JOSE WATER WORKS



Line Table		
Line #	Bearings	Distance
L1	N60°05'44"E	60.06'
L2	N60°02'12"E	35.40'
L3	S29°57'43"E	9.94'
L4	N60°01'10"E	17.06'
L5	S29°53'35"E	30.02'
L6	S60°04'43"W	60.46'
L7	N29°54'16"W	39.94'
L8	N60°04'43"E	52.06'
L9	S06°05'23"E	116.01'
L10	S27°51'40"E	24.32'
L11	S19°05'26"W	60.78'
L12	S44°00'49"W	34.72'
L13	N29°54'16"W	20.11'
L14	N50°30'56"E	22.07'
L15	N02°34'00"E	87.55'
L16	N06°04'40"W	15.14'
L17	N29°54'16"W	68.43'



SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: N/A

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 2

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-521
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1841717, filed on July 5, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

COMMENCING at the most southwesterly corner of the lands shown as "ASSMT. OF LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N60°05'44"E, 74.88 feet, to the **POINT OF BEGINNING;**

Thence leaving said southerly line the following three (3) courses:

1) N29°55'17"W, 32.30 feet;
2) N60°33'40"E, 34.98 feet;
3) S29°58'01"E, 32.01 feet to a point on said southerly line;

Thence continuing along said southerly line, S60°05'44"W, 35.00 feet to the **POINT OF BEGINNING**.

Containing 1,125 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N60°05'44"E, shown as N59°20'E along the southerly line of lands shown as "ASSMT. LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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



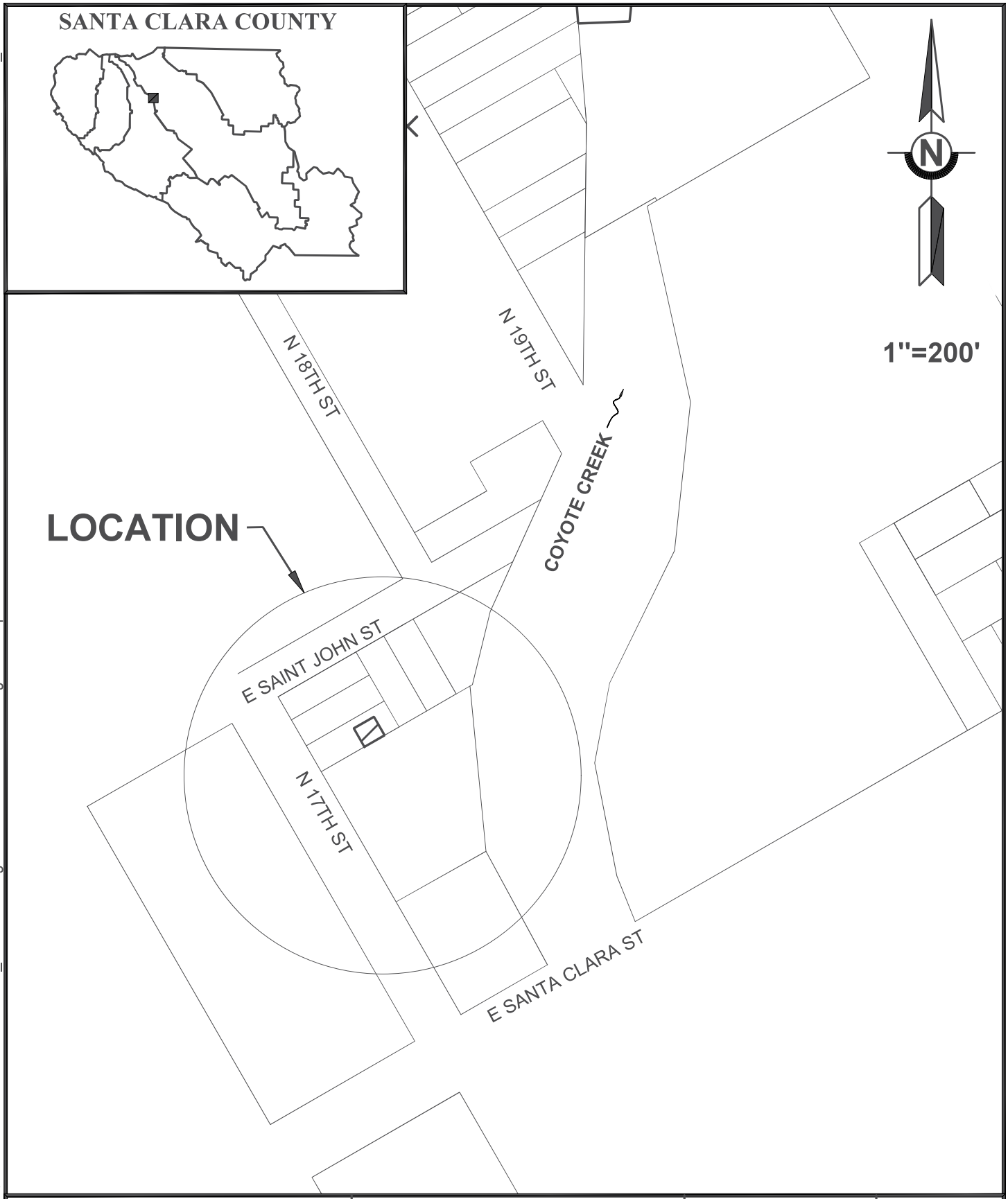
Jessica DeMartini, PLS 9095

8/28/25
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SC:\WD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-003 SAN JOSE WATER WORKS\4021- 521 TCE\2023-147_4021-521_TCE_Rev2.dwg

SAN JOSE WATER WORKS



SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

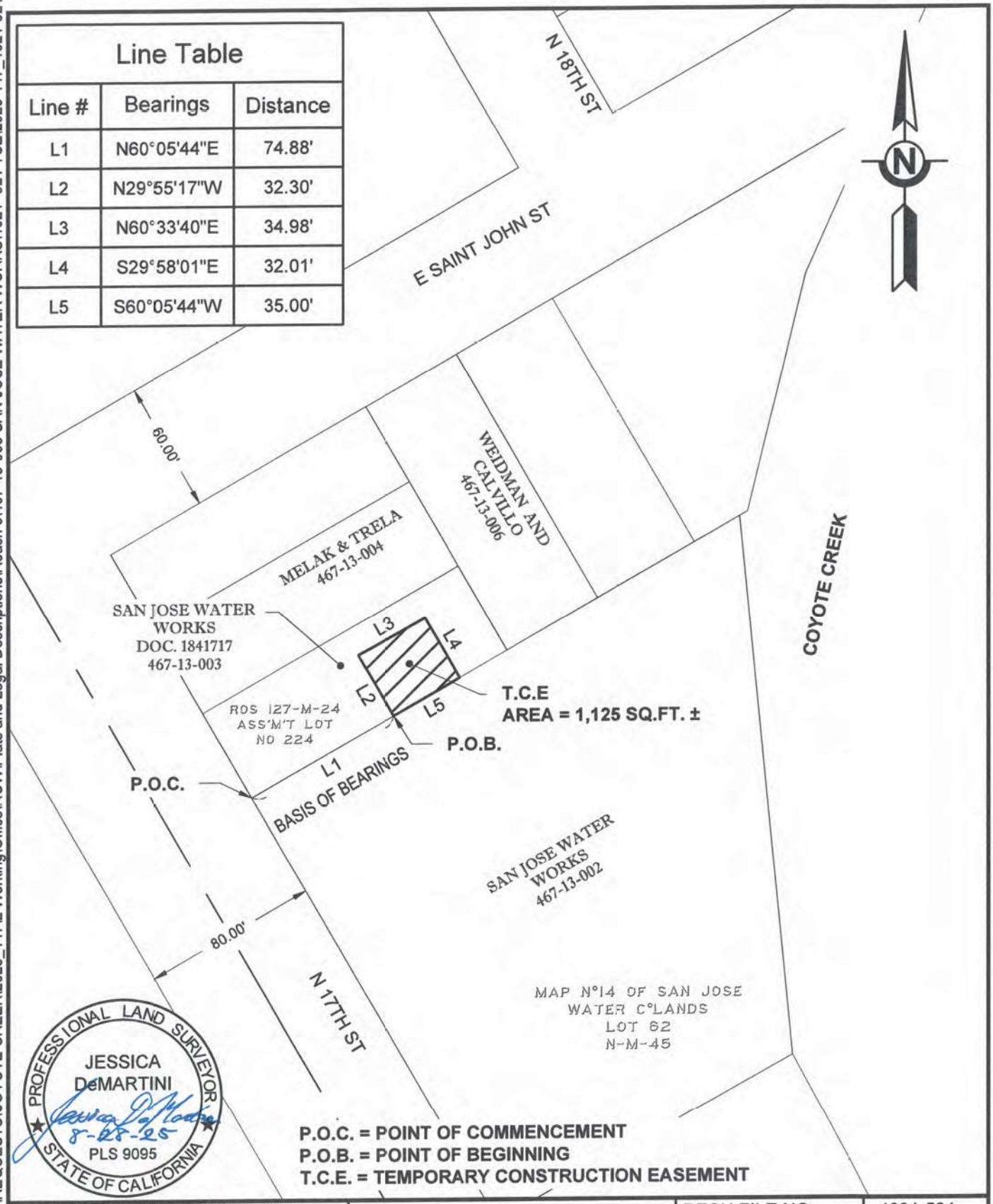
RESU FILE NO.	4021-521
APN	467-13-003
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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SAN JOSE WATER WORKS

Line Table		
Line #	Bearings	Distance
L1	N60°05'44"E	74.88'
L2	N29°55'17"W	32.30'
L3	N60°33'40"E	34.98'
L4	S29°58'01"E	32.01'
L5	S60°05'44"W	35.00'



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
8-28-25
PLS 9095
STATE OF CALIFORNIA

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-521
APN	467-13-003
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri
SHEET 1 OF 1	

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-458
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 0477010 filed on August 29, 1947, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

Beginning at a 3/4" iron pipe, located at the most northwesterly corner of the lands shown as "ASSESSMENT LOT NO. 261" on that certain Record of Survey filed in Book 268 of Maps at Page 8, on May 14, 1970, said northwesterly corner also being the most southwesterly corner of the lands as described in that certain Deed recorded as Document Number 0477010, filed on August 29,1947, both in the Office of the Recorder, Santa Clara County, State of California;

Thence along the westerly line of the lands as described in said Deed, N29°53'44"W, 126.41 feet,

Thence leaving said westerly line of said lands, N60°06'28"E, 151.28 feet to a point on the general easterly line of said lands,

Thence along said general easterly line of said lands, S35°44'38"E, 127.07 feet to a point on the southerly line of said lands,

Thence along said southerly line, S60°06'28"E, 164.23 feet, to the **POINT OF BEGINNING.**

Containing 19,942 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of S60°06'28"W, shown as N59°20'00"E along the southerly line of the lands of Assessment Lot 261 on that certain Record of Survey No. 208 filed in Book 268 of Maps at Page 8, on May 14, 1970, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SURVEYOR'S STATEMENT:

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

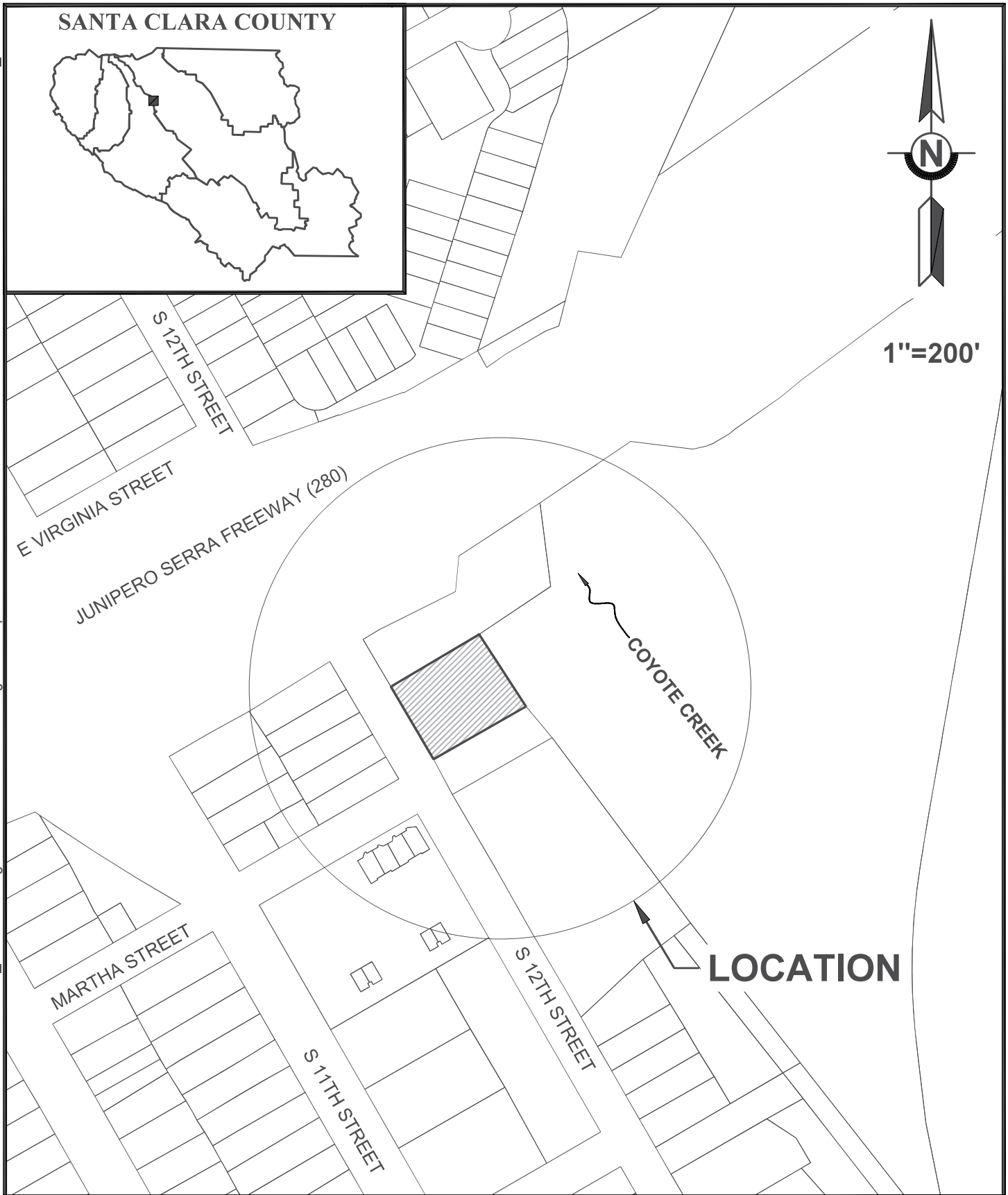


Jessica DeMartini, PLS 9095

10/17/24
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



SCV\WD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-11-016 SAN JOSE WATER WORKS\4021-458 TCE\2023-147_4021-458Map.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

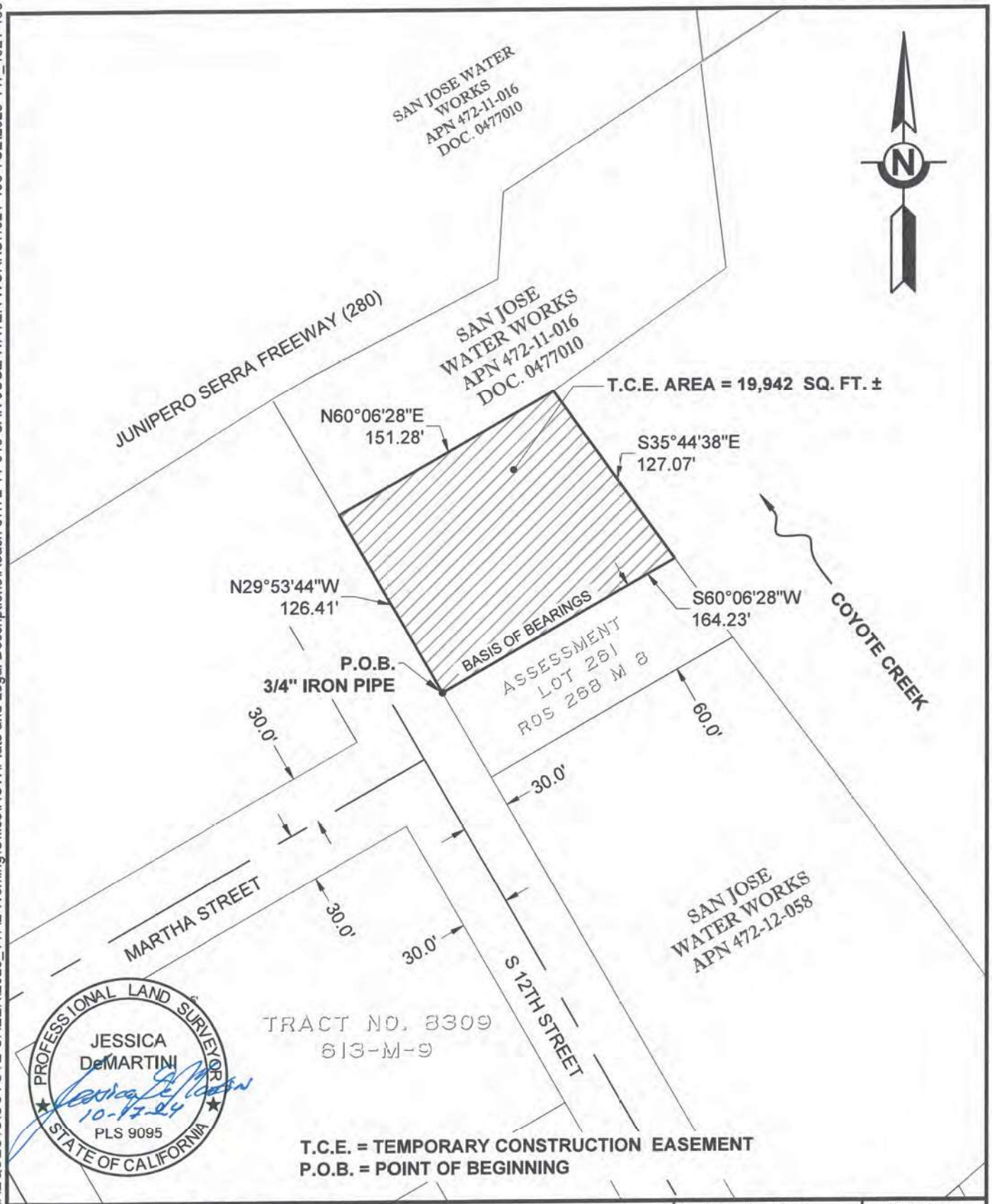
COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-458
APN	472-11-016
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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SAN JOSE WATER WORKS



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
P.O.B. = POINT OF BEGINNING

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 80'

RESU FILE NO.	4021-458
APN	472-11-016
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-464
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on August 4, 1955, in Document Number 1115930 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

All of the lands described in that certain Deed, recorded as Document Number 1115930, filed on August 4, 1955, in the Office of the Recorder, County of Santa Clara, State of California

Containing 70,211 square feet (1.61 acres) of land, more or less.

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

Jessica DeMartini, PLS 9095

10/17/24
Date

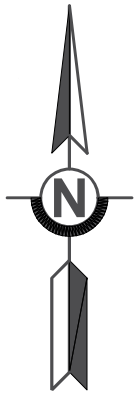


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SCV\WD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-058 SAN JOSE WATER WORKS\4021-464 TCE\2023-147_4021-464Map.dwg

SAN JOSE WATER WORKS





1"=200'

JUNIPERO SERRA FREEWAY (280)

COYOTE CREEK

MARTHA STREET

S 12TH STREET

S 11TH STREET

BESTOR STREET

LOCATION

SANTA CLARA VALLEY WATER DISTRICT

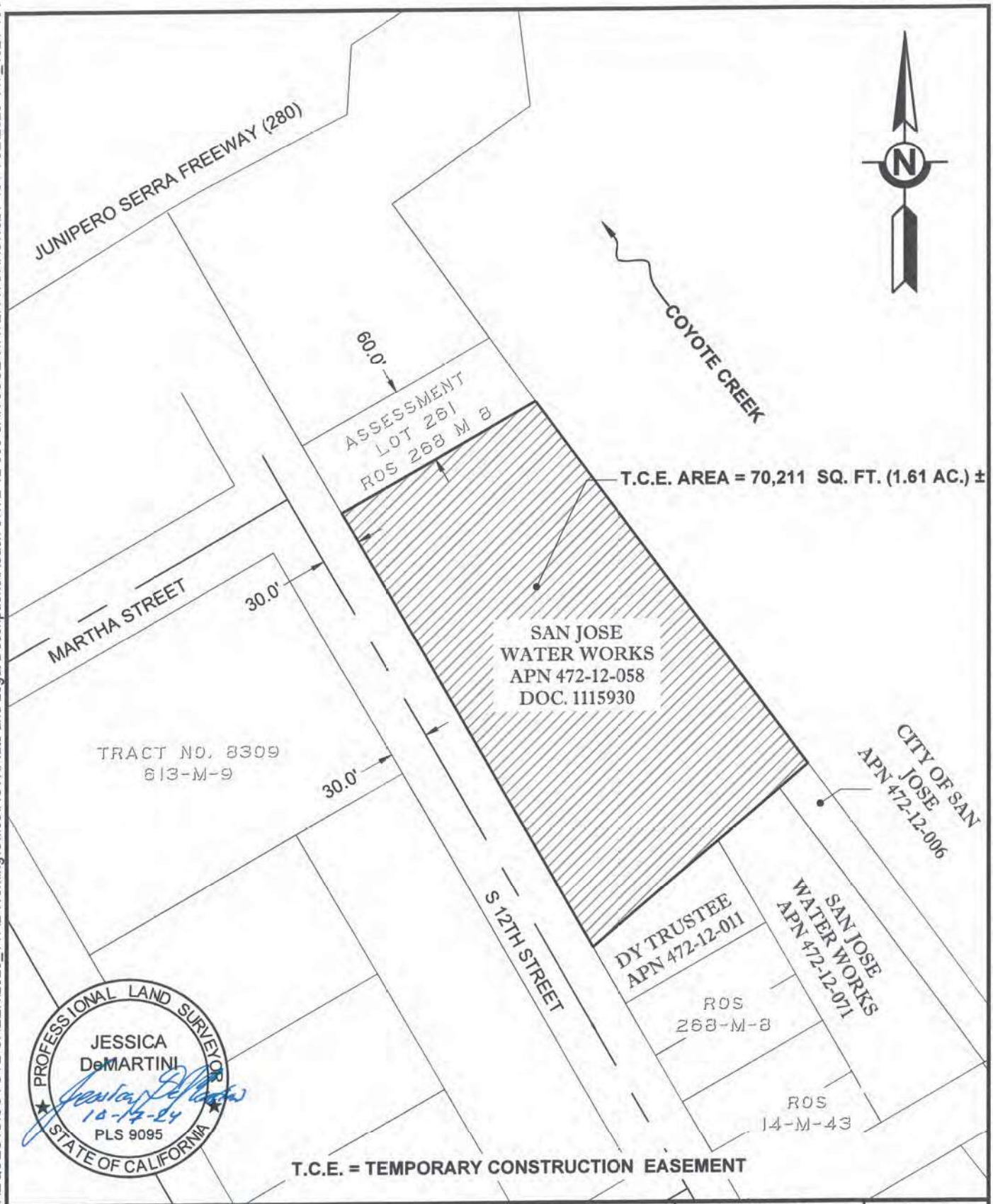
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-464
APN	472-12-058
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



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SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 100'

RESU FILE NO.	4021-464
APN	472-12-058
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-465
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on May 22, 1969, in Document Number 3736032 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

All of the lands described in that certain Deed, recorded as Document Number 3736032, filed on May 22, 1969, in the Office of the Recorder, County of Santa Clara, State of California

Containing 19,517 square feet of land, more or less.

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

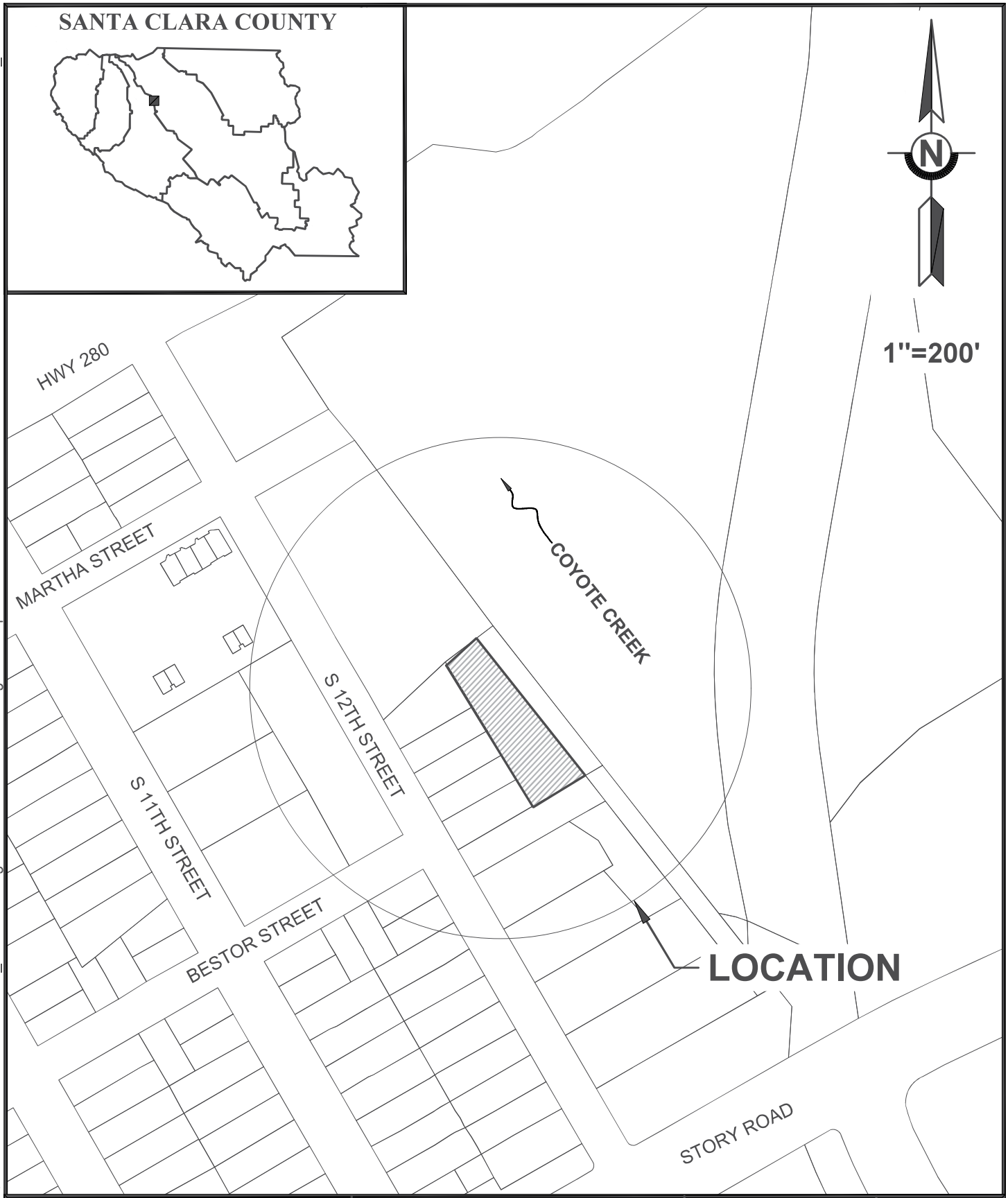
PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
PLS 9095
STATE OF CALIFORNIA

Jessica DeMartini, PLS 9095

10/17/24
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



SCV\WD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-071 SAN JOSE WATER WORKS\4021-465 TCE\2023-147_4021-465Map.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

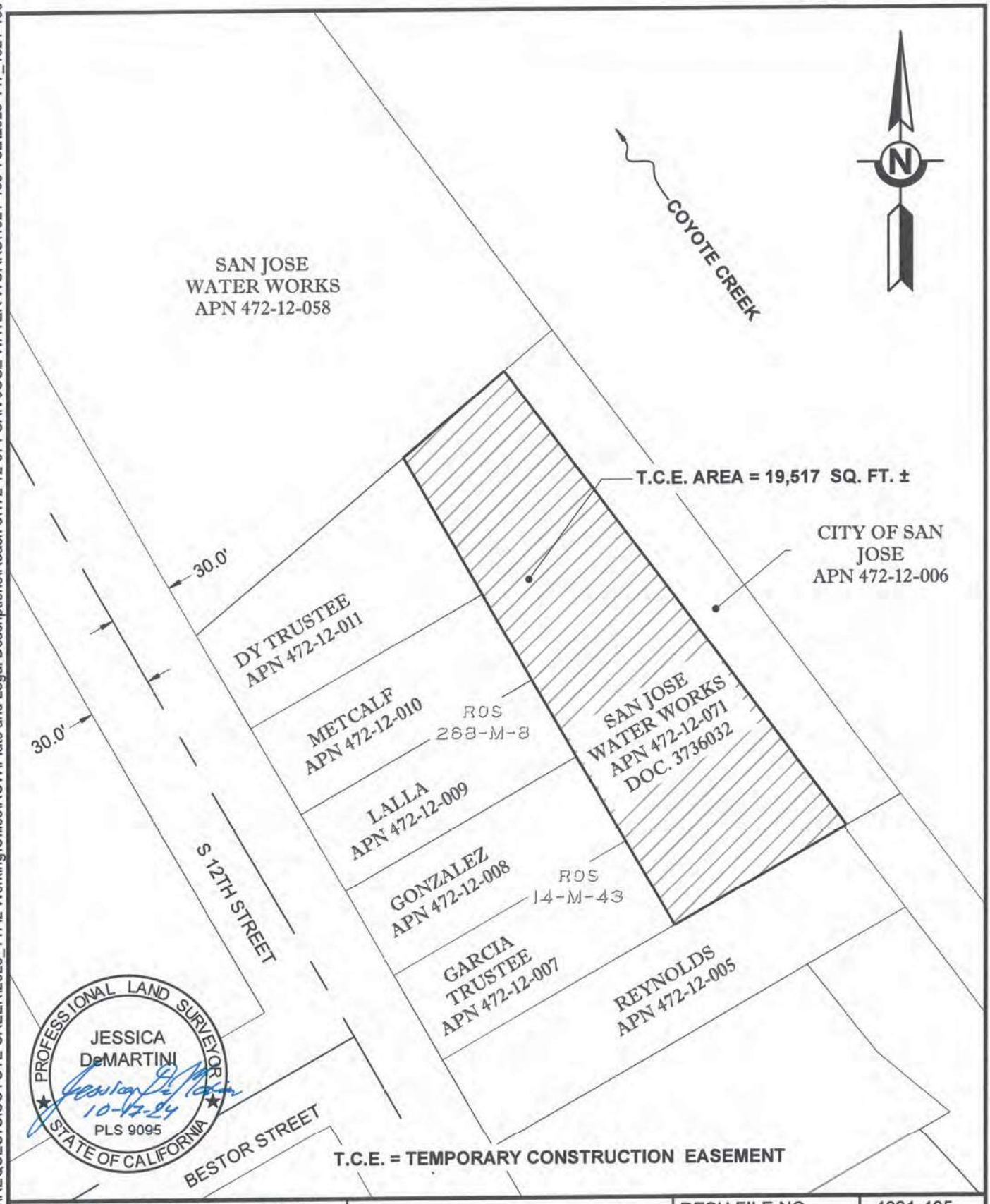
COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-465
APN	472-12-071
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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SAN JOSE WATER WORKS



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-465
APN	472-12-071
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-472
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1810064 filed on April 18, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

COMMENCING at an iron pipe, located on the most northerly corner of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said lands, the following two (2) courses:
1) S56°39'49"W, 233.10 feet;
2) S85°21'27"W, 29.00 feet;

Thence leaving said general northerly line of said lands, S51°19'05"W, 19.68 feet, to the **POINT OF BEGINNING;**

Thence along the following five (5) courses:
1) S51°19'05"W, 285.32 feet;
2) S30°42'29"W, 63.19 feet;
3) N14°52'46"W, 75.77 feet;
4) N47°29'30"E, 221.80 feet;
5) N85°04'33"E, 111.36 feet, to the **POINT OF BEGINNING.**

Containing 15,959 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of S56°39'49"W, shown as N55°04'50"E along the northwesterly line of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SURVEYOR'S STATEMENT:

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

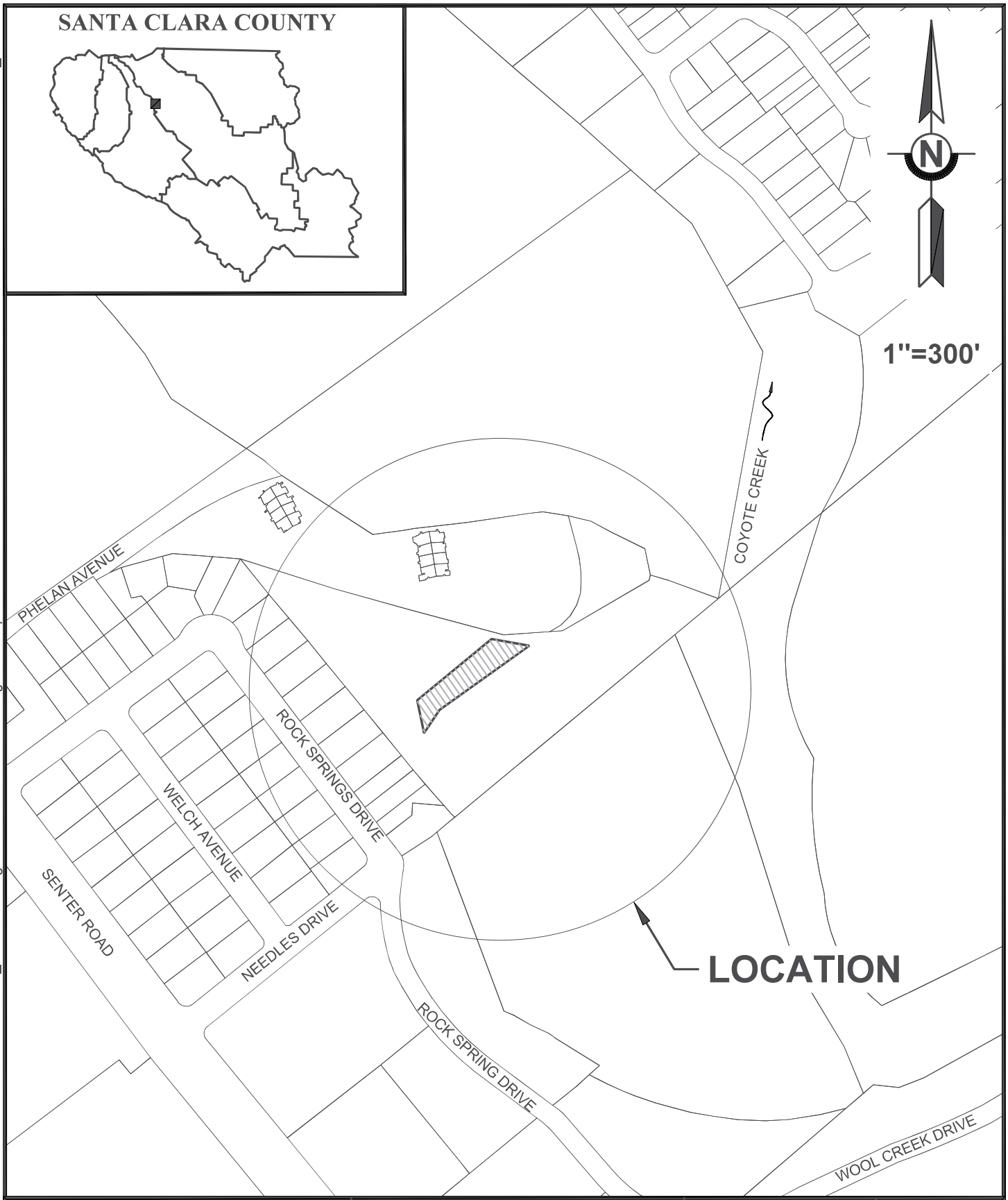


Jessica DeMartini, PLS 9095

10/21/24
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-472 TCE\2023-147_4021-472 TCE-Map.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-472
APN	472-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS

Line Table		
Line #	Bearings	Distance
L1	S51°19'05"W	285.32'
L2	S30°42'29"W	63.19'
L3	N14°52'46"W	75.77'
L4	N47°29'30"E	221.80'
L5	N85°04'33"E	111.36'

CITY OF SAN JOSE
477-12-020

S.C.V.W.D. EASEMENT
DOC# 47772002

TRACT NO. 8446
833-M-42
SPRING BROOK CONDOMINIUMS
477-72- 003 THRU 066

CITY OF SAN JOSE
477-20-002

P.O.C.
IRON PIPE

BASIS OF BEARINGS
S56°39'49"W
233.10'

P.O.B.

L5

S85°21'26"W
29.00'

S51°19'05"W
19.68'

L4

L1

L3

L2

ROS 119-M-39
5.4207 ACRES

LUU TRUSTEE
477-29-037

TRUONG
477-29-036

HOANG & HUYNH
477-29-035

VIRAY TRUSTEE
477-29-034

BUI
477-29-033

JIAN TRUSTEE
477-29-032

DAS TRUSTEE & ET AL
477-29-031

30.0'

TRUONG & SONS REAL EST DEVEL LLC
477-29-030

ROCK SPRINGS ENTERPRISES LLC
477-29-075

T.C.E. AREA = 15,959 SQ. FT. ±

ROCK SPRINGS DRIVE

SAN JOSE WATER WORKS
APN 477-12-024
DOC. 1810064

COYOTE CREEK

CITY OF SAN JOSE
477-20-161

S.C.V.W.D. EASEMENT
DOC# 1860185

TRACT NO. 2765
123-M-38

ROCK SPRINGS ENTERPRISES LLC
477-29-074

ROCK SPRINGS ENTERPRISES LLC
477-29-073

ROCK SPRINGS ENTERPRISES LLC
477-29-072

30.0'

30.0'

NEEDLES DRIVE

30.0'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
10-21-24
PLS 9095
STATE OF CALIFORNIA

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-472 TCE\2023-147_4021-472 TCE.dwg

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 150'

RESU FILE NO.	4021-472
APN	477-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-473
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1743209 filed on December 22, 1959, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

PARCEL A
COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 133.76 feet, to the **POINT OF BEGINNING;**

Thence leaving said northeasterly line, the following twenty-three (23) courses:

1) S59°08'35"W 57.34 feet;
2) N36°42'49"W 20.05 feet;
3) S61°47'23"W 107.96 feet;
4) S25°45'55"E 71.43 feet;
5) S33°28'09"E 48.39 feet;
6) S35°28'36"E 18.31 feet;
7) S52°30'45"W 17.44 feet;
8) N35°39'53"W 29.92 feet;
9) N30°44'23"W 38.25 feet;
10) N27°29'33"W 72.66 feet;
11) N88°59'48"W 43.13 feet;
12) S01°01'22"E 190.49 feet;
13) S37°36'32"E 13.09 feet;
14) S52°30'45"W 16.53 feet;
15) N32°46'07"W 9.00 feet;
16) S89°52'00"W 15.21 feet;
17) N29°39'09"W 15.97 feet;
18) N01°11'26"W 189.48 feet, to the beginning of a curve concave southeasterly and having a radius of 29.33 feet;
19) Thence northerly along said curve thru a central angle of 34°23'42", an arc distance of

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

17.61 feet;
20) N33°12'16"E 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 194.33 feet;
21) Thence northeasterly along said curve thru a central angle of 09°59'02", an arc distance of 33.86 feet;
22) N43°11'18"E 166.79 feet;
23) N40°59'42"E 10.83 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 158.62 feet to the **POINT OF BEGINNING**

Containing 33,528 square feet (0.77 acres) of land, more or less.

BASIS OF BEARINGS:
The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

PARCEL B
COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 306.15 feet, to the **POINT OF BEGINNING;**

Thence leaving said northeasterly line, the following nineteen (19) courses:
1) S40°59'42"W 15.22 feet;
2) S43°11'18"W 166.54 feet, to the beginning of a curve concave southeasterly and having a radius of 134.79 feet;
3) Thence southwesterly along said curve thru a central angle of 15°22'54", an arc distance of 33.19 feet;
4) S33°12'16"W 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 42.30 feet;
5) Thence southerly along said curve thru a central angle of 34°23'42", an arc distance of 25.39 feet;
6) S01°11'26"E 195.02 feet;
7) S25°59'56"W 37.85 feet;
8) S37°36'32"E 20.34 feet;
9) S52°30'45"W 9.28 feet;
10) N37°36'32"W 13.29 feet;
11) N01°01'22"W 261.52 feet;
12) N35°47'57"W 76.51 feet;
13) N39°43'27"W 55.32 feet;

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

14) N41°09'30"E 159.48 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 26.45 feet to the **POINT OF BEGINNING**

Containing 10,865 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

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

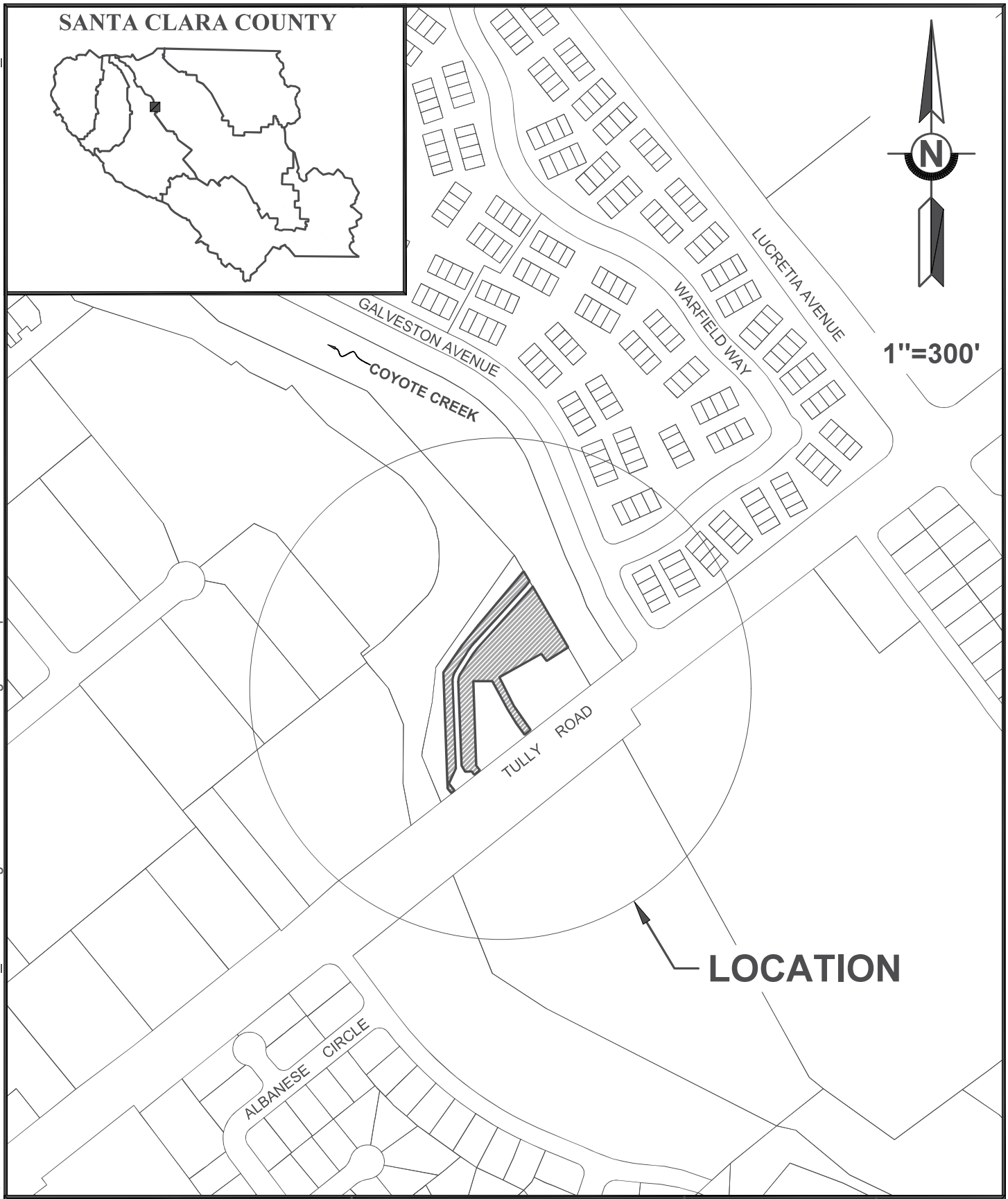


Jessica DeMartini, PLS 9095

1/16/25
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



SCV\WD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE-Map.dwg

SANTA CLARA VALLEY WATER DISTRICT

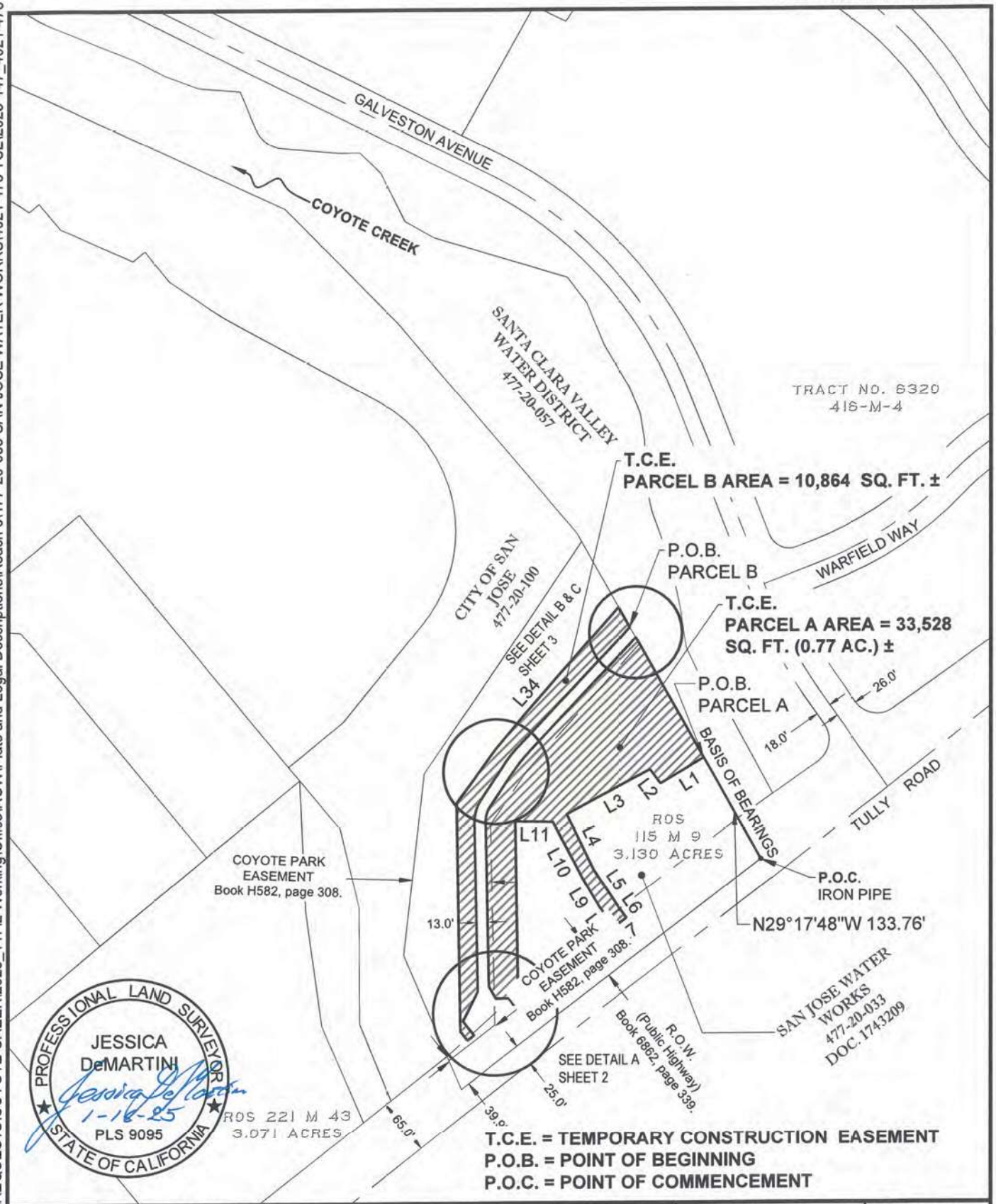
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-473
APN	472-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-16-25
PLS 9095
STATE OF CALIFORNIA

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 150'

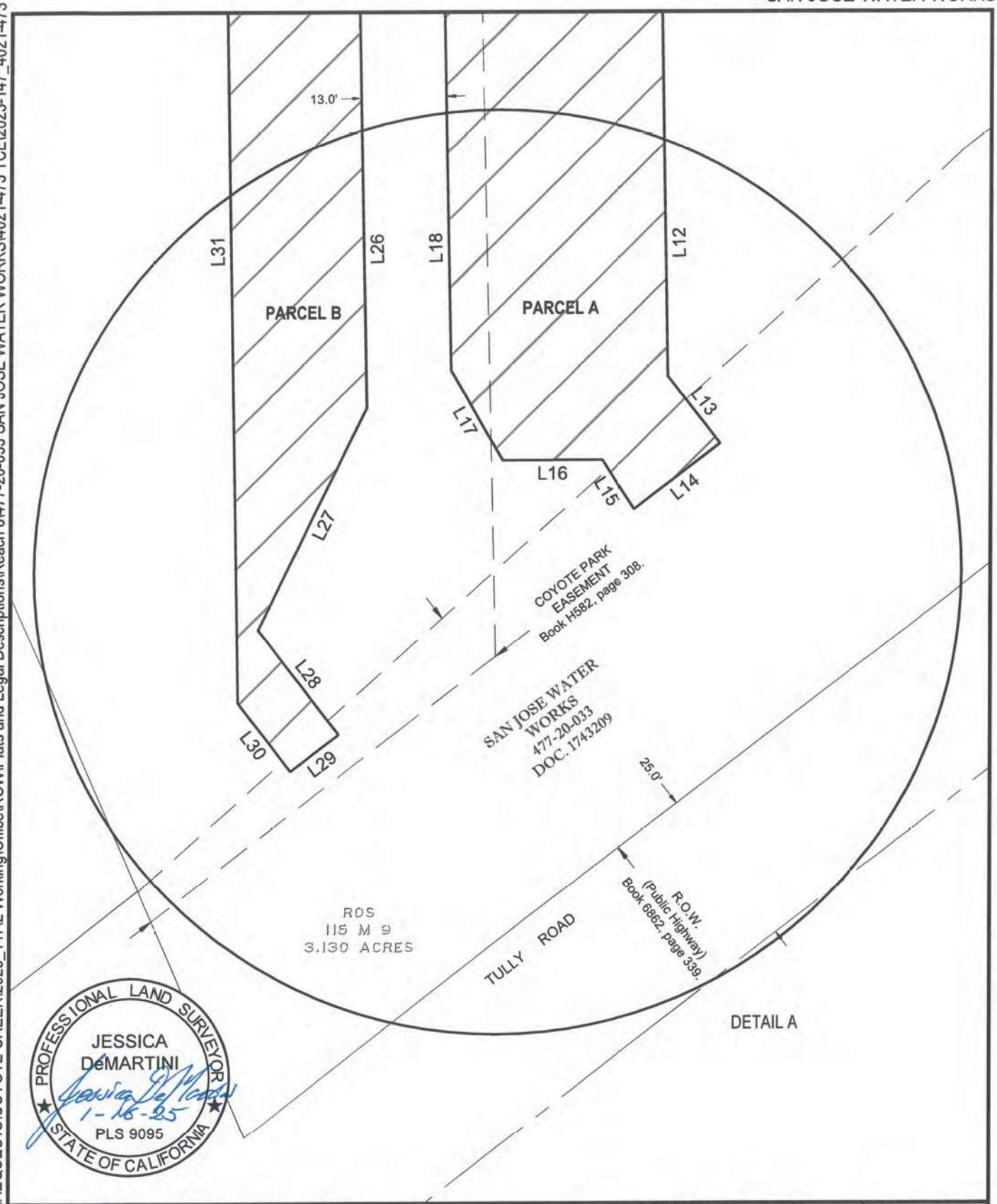
RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 4

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-16-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

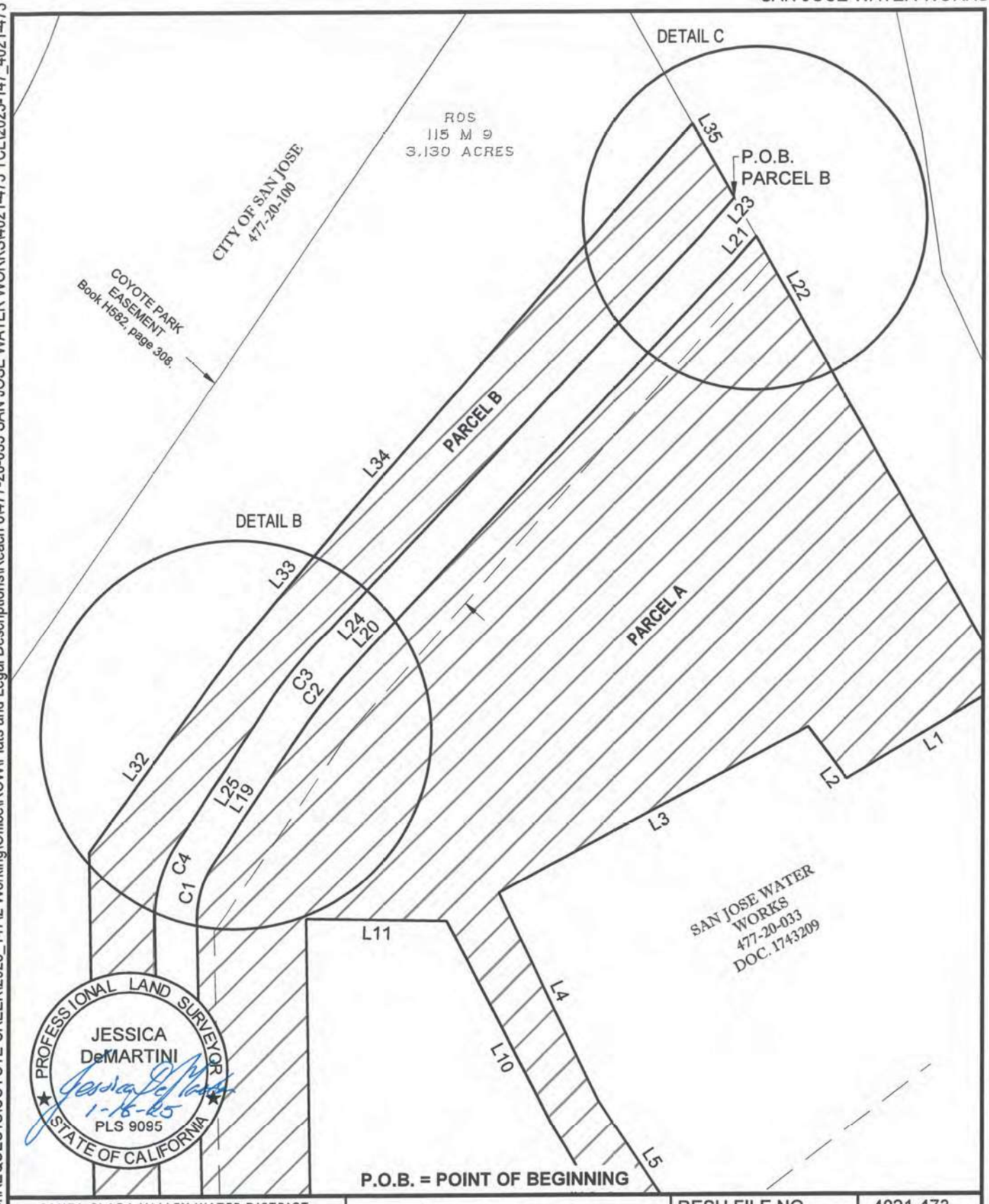
SCALE: 1" = 20'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 2 OF 4

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-16-25
PLS 9095
STATE OF CALIFORNIA

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SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 40'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 3 OF 4

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

Line Table		
Line #	Bearings	Distance
L1	S59°08'35"W	57.34'
L2	N36°42'49"W	20.05'
L3	S61°47'23"W	107.96'
L4	S25°45'55"E	71.43'
L5	S33°28'09"E	48.39'
L6	S35°28'36"E	18.31'
L7	S52°30'45"W	17.44'
L8	N35°39'53"W	29.92'
L9	N30°44'23"W	38.25'
L10	N27°29'33"W	72.66'
L11	N88°59'48"W	43.13'
L12	S01°01'22"E	190.49'
L13	S37°36'32"E	13.09'
L14	S52°30'45"W	16.53'
L15	N32°46'07"W	9.00'
L16	S89°52'00"W	15.21'
L17	N29°39'09"W	15.97'
L18	N01°11'26"W	189.48'
L19	N33°12'16"E	44.86'
L20	N43°11'18"E	166.79'

Line Table		
Line #	Bearings	Distance
L21	N40°59'42"E	10.83'
L22	S29°17'48"E	158.62'
L23	S40°59'42"W	15.22'
L24	S43°11'18"W	166.54'
L25	S33°12'16"W	44.86'
L26	S01°11'26"E	195.02'
L27	S25°59'56"W	37.85'
L28	S37°36'32"E	20.34'
L29	S52°30'45"W	9.28'
L30	N37°36'32"W	13.29'
L31	N01°01'22"W	261.52'
L32	N35°47'57"E	76.51'
L33	N39°43'27"E	55.32'
L34	N41°09'30"E	159.48'
L35	S29°17'48"E	26.45'

Curve Table			
Curve #	Radius	Delta	Length
C1	29.33'	034°23'42"	17.61'
C2	194.33'	009°59'02"	33.86'
C3	134.79'	015°22'54"	36.19'
C4	42.30'	034°23'42"	25.39'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-18-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: N/A

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 4 OF 4

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Exhibit 4

Valley Water Fee Simple Acquisitions

Legal Descriptions and Plat Depictions (6 pages to follow)

San Jose Water Co. APN	General Location	Valley Water Fee Simple RESU File #	Valley Water Fee Simple Size	Negotiated Purchase Price
467-13-055	17th Street Station	#4021-525	12,214 sf	$80,000
467-13-056	17th Street Station	#4021-526	17,843 sf	$120,000

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-525
By: H. Zaeri

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, more particularly described as follows:

Being all of the lands shown as "ASS'M'T LOT NO 247" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, and also being all of the lands described in that certain Grant Deed recorded as Document Number 2453778, filed on August 2, 1963, both are in the Office of the Recorder, County of Santa Clara, State of California.

BASIS OF BEARINGS:
The bearing of S24°15'44"W, shown as S23°30'00"W along the general easterly line of the lands shown as "ASS'M'T LOT NO 247" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

Containing 12,214 square feet of land, more or less.

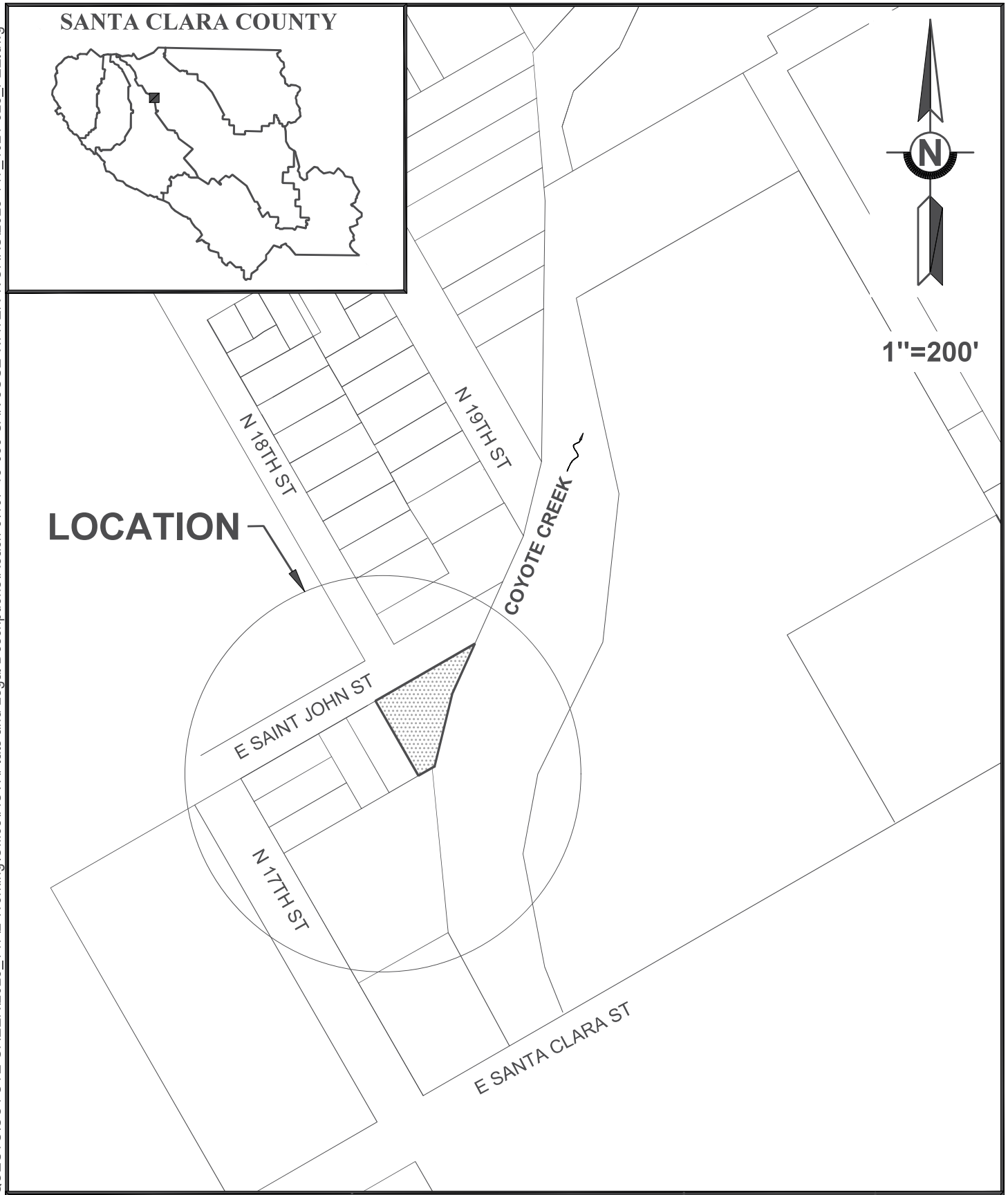
SURVEYOR'S STATEMENT:
The description as replicated from said Deed recorded as Document Number 2453778, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California. was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Jessica DeMartini, PLS 9095

7/16/25
Date



Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63



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SANTA CLARA VALLEY WATER DISTRICT

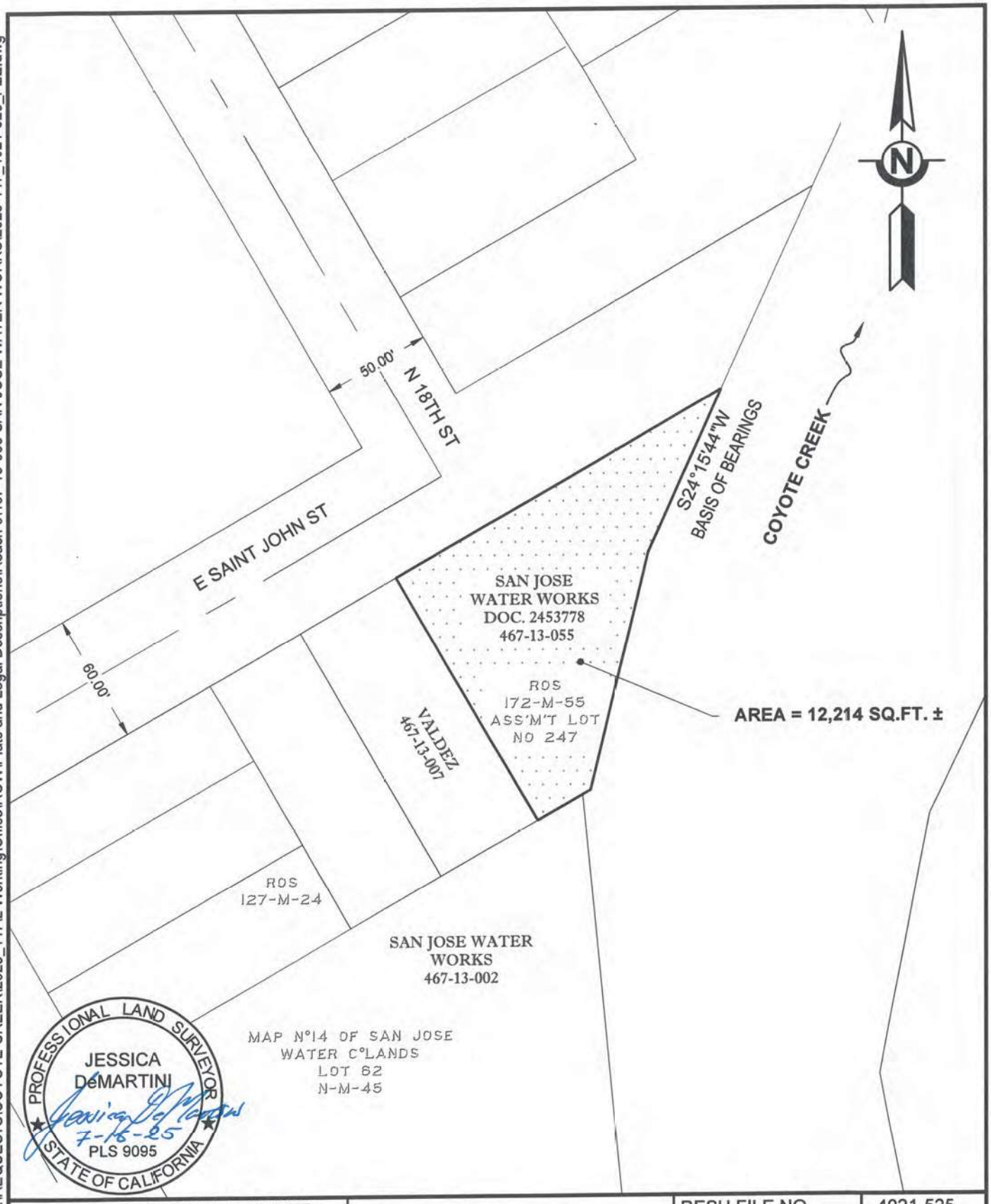
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-525
APN	467-13-055
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
7-15-25
PLS 9095
STATE OF CALIFORNIA

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SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-525
APN	467-13-055
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-526
By: H. Zaeri

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, more particularly described as follows:

Being all of the lands shown as "ASS'M'T LOT NO 248" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, and also being all of the lands described in that certain Grant Deed recorded as Document Number 2453780, filed on August 2, 1963, both are in the Office of the Recorder, County of Santa Clara, State of California.

BASIS OF BEARINGS:
The bearing of N60°04'14"E, shown as N59°18'30"E along the southerly line of the lands shown as "ASS'M'T LOT NO 248" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

Containing 17,843 square feet of land, more or less.

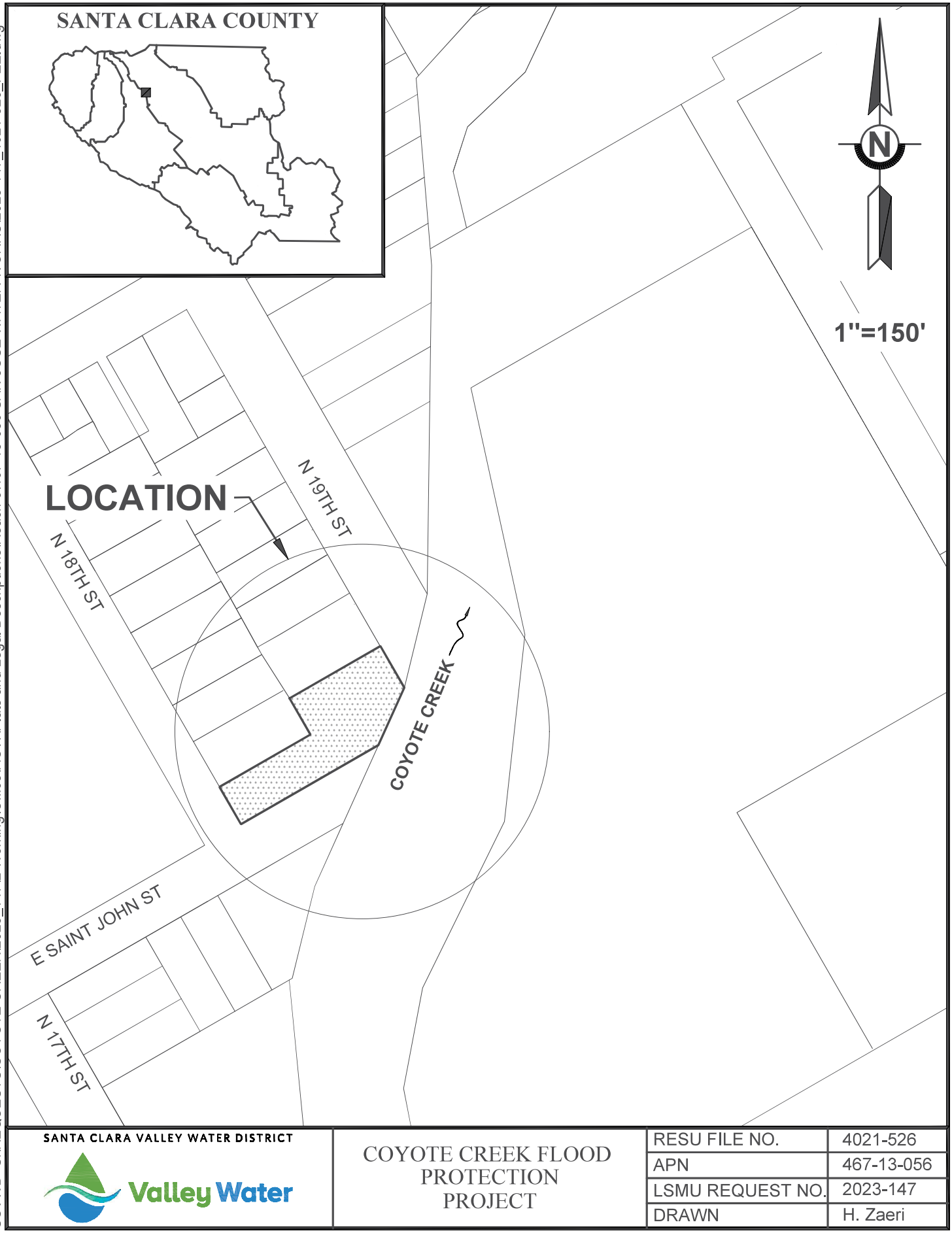
SURVEYOR'S STATEMENT:
The description as replicated from said Deed recorded as Document Number 2453780, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California. was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
PLS 9095
STATE OF CALIFORNIA

Jessica DeMartini, PLS 9095

7/16/25
Date

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-056 SAN JOSE WATER WORKS\2023-147_4021-526_FEE.dwg

SANTA CLARA VALLEY WATER DISTRICT

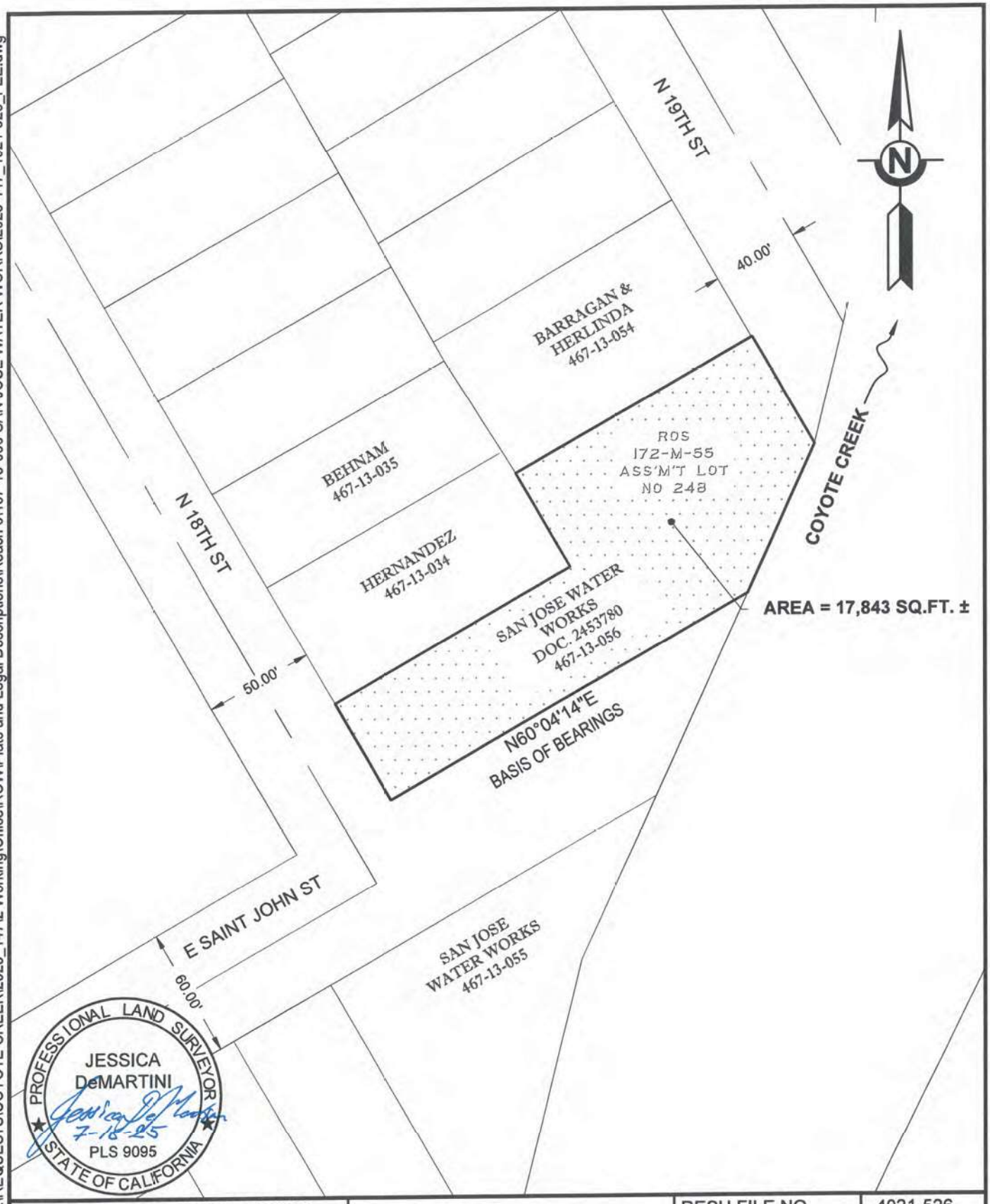
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-526
APN	467-13-056
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

SAN JOSE WATER WORKS



SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-056 SAN JOSE WATER WORKS\2023-147_4021-526_FEE.dwg

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
7-18-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-526
APN	467-13-056
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

EXHIBIT 5

(6 pages total)

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 477-20-033 (portion of)

DOCUMENT NO.: 4021-367

WATER MANAGEMENT EASEMENT DEED

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

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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

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

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

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

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

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

Dated this _____ day of _____ 20__

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

4885-1395-3783v1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

_____ _____

4885-1395-3783v1

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Exhibit “A”

Legal Description and Plat of Easement

(to be attached)

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

EXHIBIT 6

(6 pages total)

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 000-00-000 (portion of)

DOCUMENT NO.: 4021-000

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

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Name(s) of Signer(s)

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Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

Exhibit “A”

Legal Description and Plat

(to be attached)

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

EXHIBIT 7

(5 pages total)

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-056

DOCUMENT NO.: 4021-526

QUITCLAIM DEED

SAN JOSE WATER COMPANY, a California Corporation, formerly known as San Jose Water Works, hereinafter "Grantor", does hereby remise, release, and forever quitclaim to SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature hereinafter "Grantee", all that certain real property in the City of San Jose, County of Santa Clara, State of California, as described in Exhibit A, attached hereto and made a part hereof by this reference.

Dated this _____ day of _____ 20__

FOR GRANTOR:
SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

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☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

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COUNTY OF SANTA CLARA } SS

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

_____ _____

Docusign Envelope ID: F5683B65-9B3E-4AD8-894C-2F38F39FFD63

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(to be attached)

Attachment 2

Fee Simple Acquisitions by Quitclaim Deed

(16 pages to follow)

San Jose Water Co. APN	General Location	Valley Water Fee Simple RESU File #	Valley Water Fee Simple Size	Negotiated Purchase Price
467-13-055	17th Street Station	#4021-525	12,214 sf	$80,000
467-13-056	17th Street Station	#4021-526	17,843 sf	$120,000

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-055

DOCUMENT NO.: 4021-525

QUITCLAIM DEED

SAN JOSE WATER COMPANY, a California Corporation, formerly known as San Jose Water Works, hereinafter "Grantor", does hereby remise, release, and forever quitclaim to SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter "Grantee", all that certain real property in the City of San Jose, County of Santa Clara, State of California, as described in Exhibit A, attached hereto and made a part hereof by this reference.

Dated this _____ day of _____ 20__

FOR GRANTOR:
SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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COUNTY OF SANTA CLARA } SS

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WITNESS my hand and official seal.

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☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

4897-2934-6900v1

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(3 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-525
By: H. Zaeri

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, more particularly described as follows:

Being all of the lands shown as "ASS'M'T LOT NO 247" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, and also being all of the lands described in that certain Grant Deed recorded as Document Number 2453778, filed on August 2, 1963, both are in the Office of the Recorder, County of Santa Clara, State of California.

BASIS OF BEARINGS:
The bearing of S24°15'44"W, shown as S23°30'00"W along the general easterly line of the lands shown as "ASS'M'T LOT NO 247" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

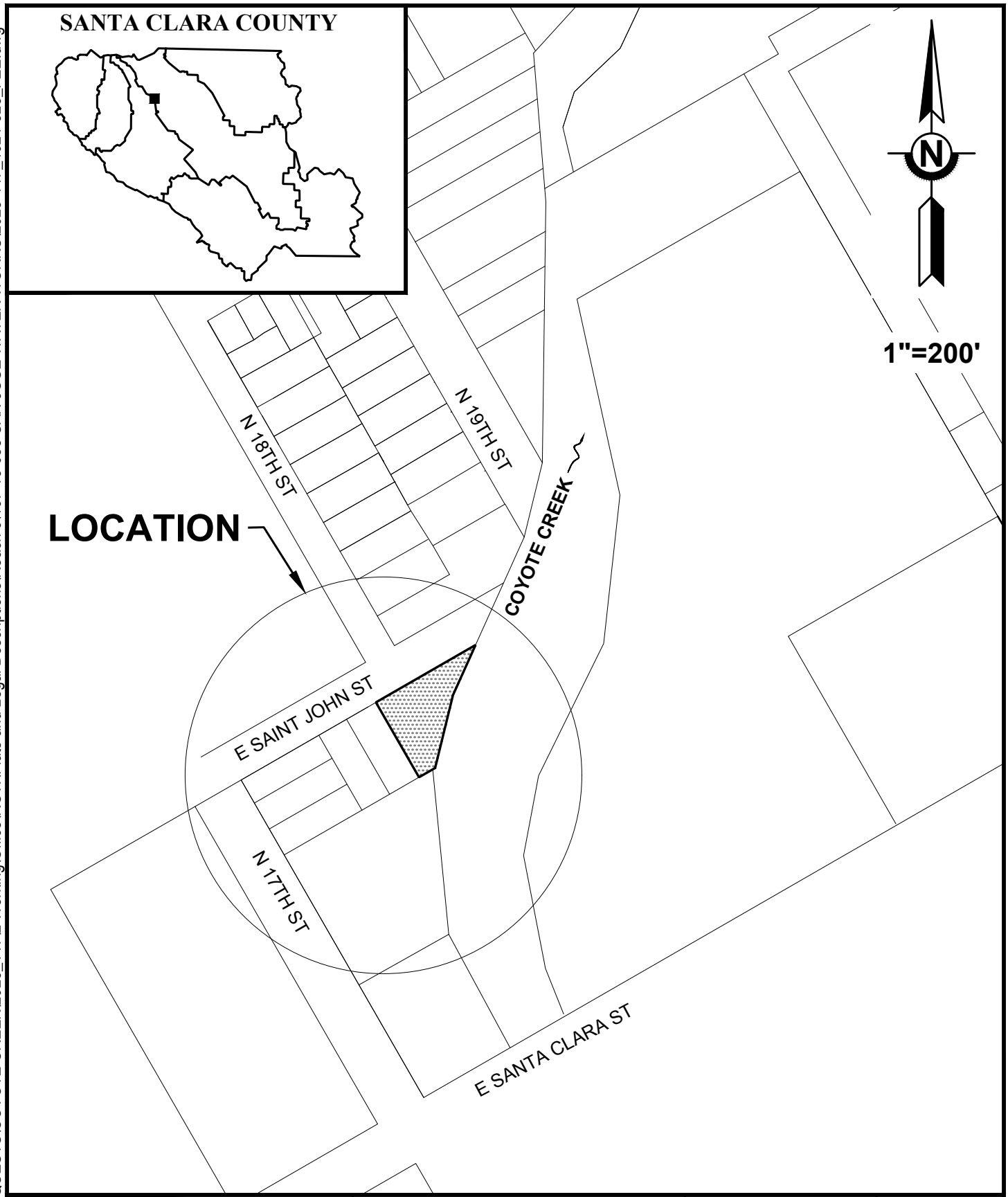
Containing 12,214 square feet of land, more or less.

SURVEYOR'S STATEMENT:
The description as replicated from said Deed recorded as Document Number 2453778, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California. was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Jessica DeMartini, PLS 9095

7/16/25
Date





SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-055 SAN JOSE WATER WORKS\2023-147_4021-525_FEE.dwg

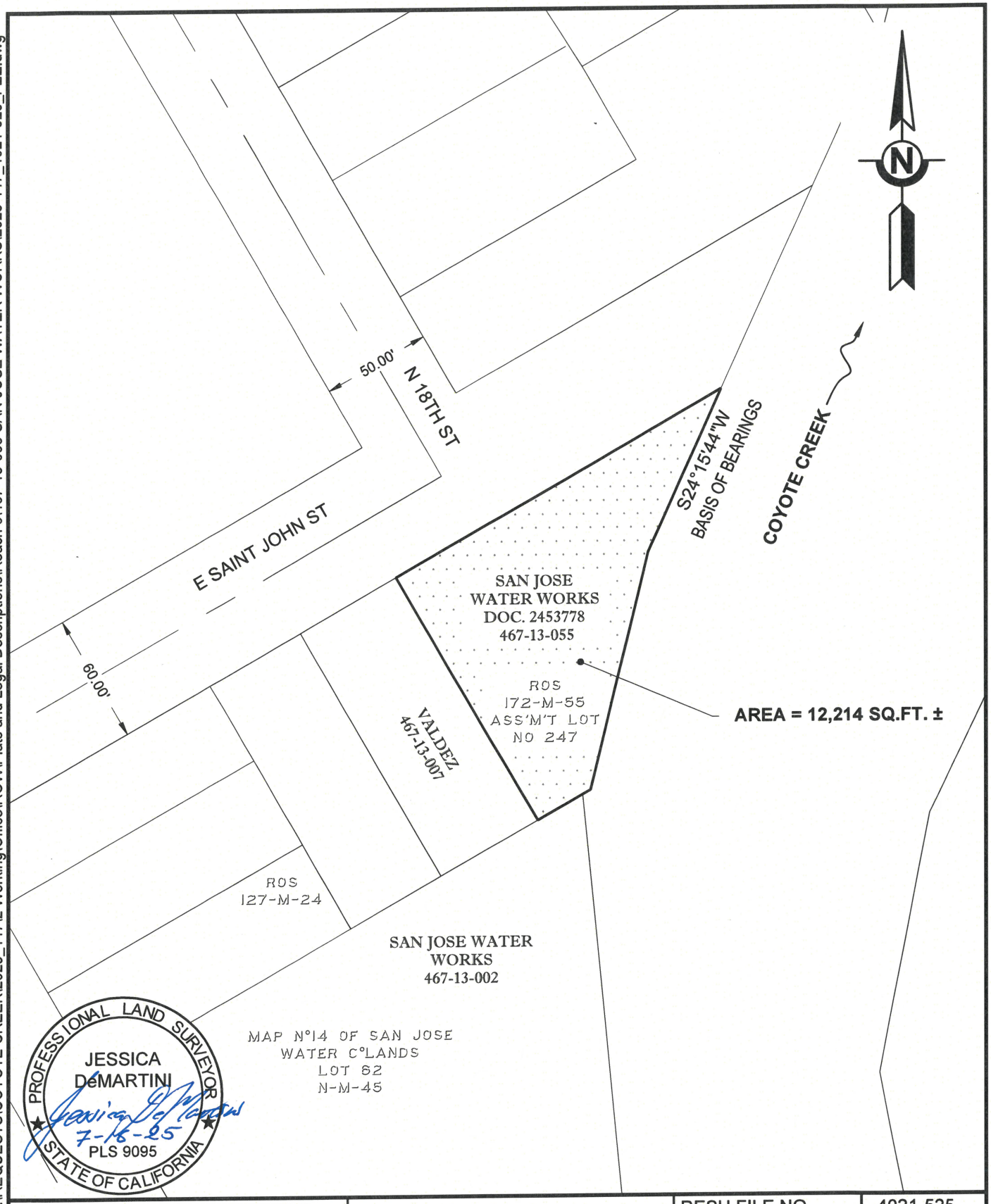
SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-525
APN	467-13-055
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
7-16-25
PLS 9095
STATE OF CALIFORNIA

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-055 SAN JOSE WATER WORKS\2023-147_4021-525_FEE.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-525
APN	467-13-055
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-056

DOCUMENT NO.: 4021-526

QUITCLAIM DEED

SAN JOSE WATER COMPANY, a California Corporation, formerly known as San Jose Water Works, hereinafter "Grantor", does hereby remise, release, and forever quitclaim to SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter "Grantee", all that certain real property in the City of San Jose, County of Santa Clara, State of California, as described in Exhibit A, attached hereto and made a part hereof by this reference.

Dated this _____ day of _____ 20__

FOR GRANTOR:
SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

4903-4715-4772v1

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(3 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-526
By: H. Zaeri

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, more particularly described as follows:

Being all of the lands shown as "ASS'M'T LOT NO 248" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, and also being all of the lands described in that certain Grant Deed recorded as Document Number 2453780, filed on August 2, 1963, both are in the Office of the Recorder, County of Santa Clara, State of California.

BASIS OF BEARINGS:
The bearing of N60°04'14"E, shown as N59°18'30"E along the southerly line of the lands shown as "ASS'M'T LOT NO 248" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

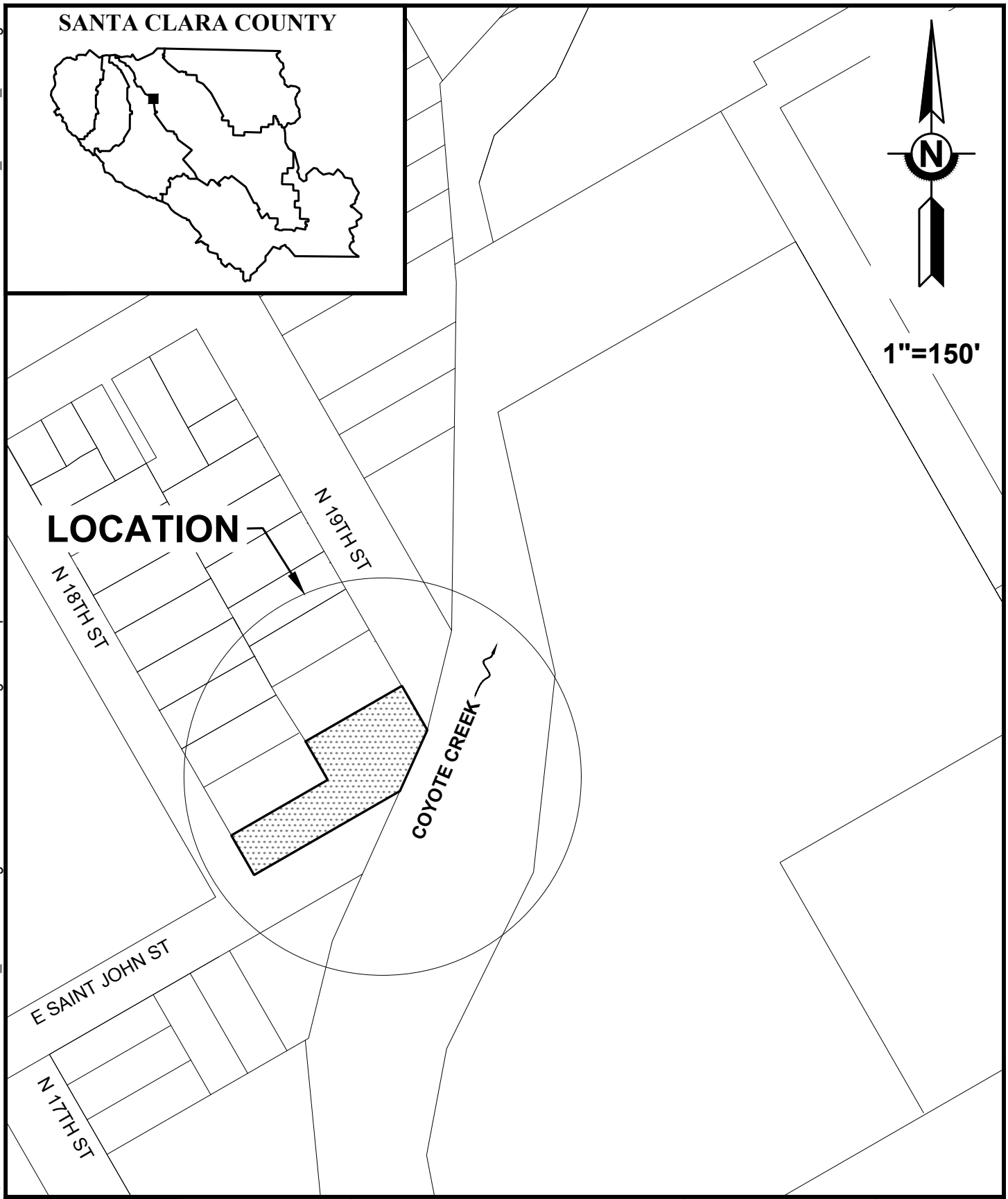
Containing 17,843 square feet of land, more or less.

SURVEYOR'S STATEMENT:
The description as replicated from said Deed recorded as Document Number 2453780, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California. was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini
Jessica DeMartini, PLS 9095

7/16/25
Date



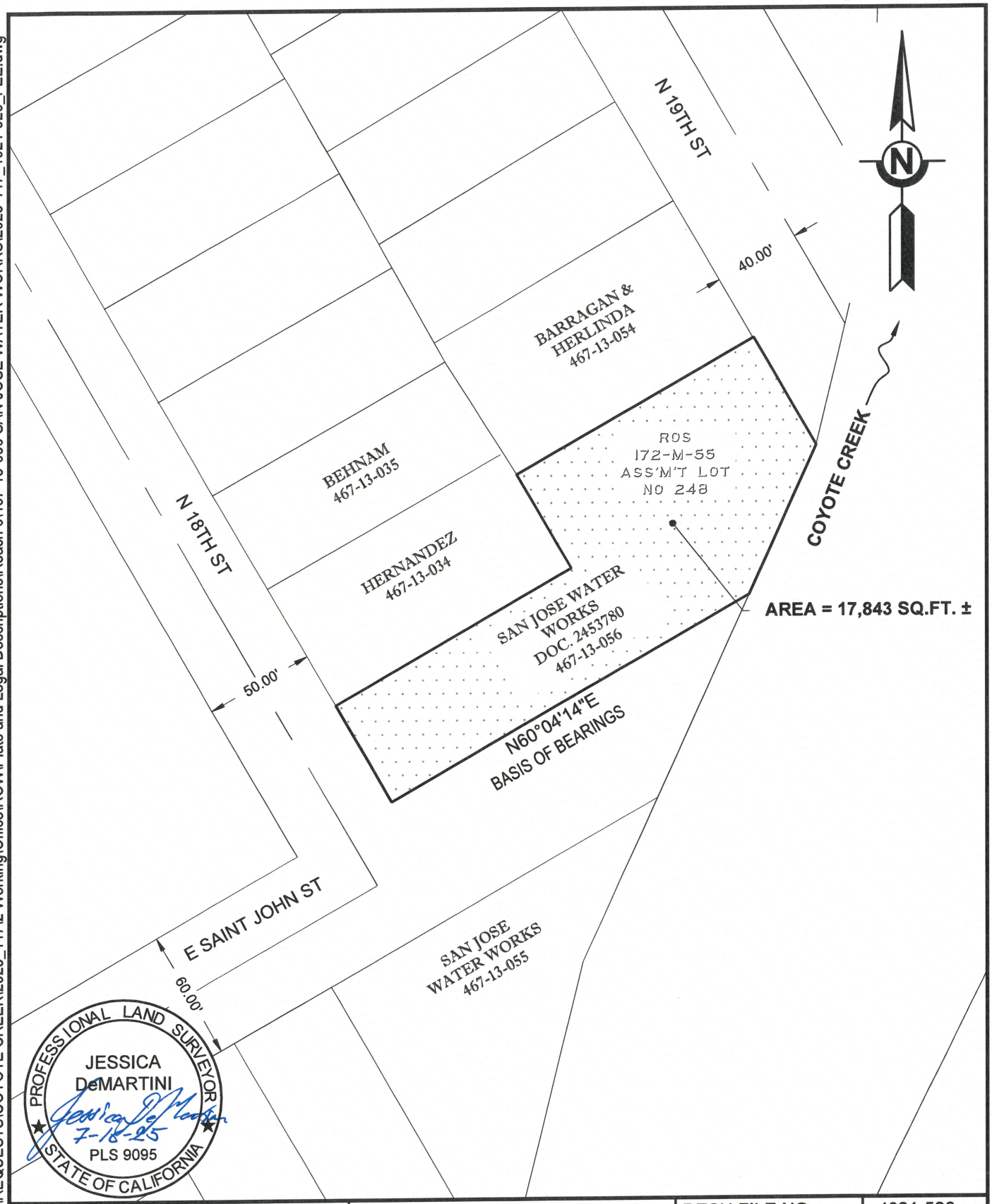
SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-056 SAN JOSE WATER WORKS\2023-147_4021-526_FEE.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-526
APN	467-13-056
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
7-18-25
PLS 9095
STATE OF CALIFORNIA

SCV\WD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-056 SAN JOSE WATER WORKS\2023-147_4021-526_FEE.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-526
APN	467-13-056
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

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Attachment 3

Valley Water Permanent Easements

(21 pages to follow)

San Jose Water Co. APN	General Location	Valley Water Permanent Easement File #	Valley Water Permanent Easement Size	Appraised Value (11/15/2024)
477-20-033	Tully Road and Galveston Ave.	#4021-367	7,717 sf	$20,200
467-13-002	17th Street Station	#4021-498	2,625 sf	$9,000

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 477-20-033 (portion of)

DOCUMENT NO.: 4021-367

WATER MANAGEMENT EASEMENT DEED

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

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

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

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

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

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

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

Dated this _____ day of _____ 20__

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Reyer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat of Easement

(5 pages to follow)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-367
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1743209 filed on December 22, 1959, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 292.37 feet, to the **POINT OF BEGINNING;**

Thence leaving said northeasterly line, the following nineteen (19) courses:

1) S40°59'42"W 10.83 feet;
2) S43°11'18"W 166.79 feet, to the beginning of a curve concave southeasterly and having a radius of 194.33 feet;
3) Thence southwesterly along said curve thru a central angle of 09°59'02", an arc distance of 33.86 feet;
4) S33°12'16"W 44.86 feet, to the beginning of a curve concave easterly and having a radius of 29.33 feet;
5) Thence southerly along said curve thru a central angle of 34°23'42", an arc distance of 17.61 feet;
6) S01°11'26"E 189.48 feet;
7) S29°39'09"E 15.97 feet;
8) N89°52'00"E 15.21 feet;
9) S32°46'07"E 9.00 feet;
10) S52°30'45"W 56.73 feet;
11) N37°36'32"W 20.34 feet;
12) N25°59'56"E 37.85 feet;
13) N01°11'26"W 195.02 feet, to the beginning of a curve concave easterly and having a radius of 42.30 feet;
14) Thence northerly along said curve thru a central angle of 34°23'42", an arc distance of 25.39 feet;
15) N33°12'16"E 44.86 feet, to the beginning of a curve concave southeasterly and having a

radius of 134.79 feet;
16) Thence northeasterly along said curve thru a central angle of 15°22'54", an arc distance of 36.19 feet;
17) N43°11'18"E 166.54 feet;
18) N40°59'42"E 15.22 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 13.78 feet to the **POINT OF BEGINNING**

Containing 7,717 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

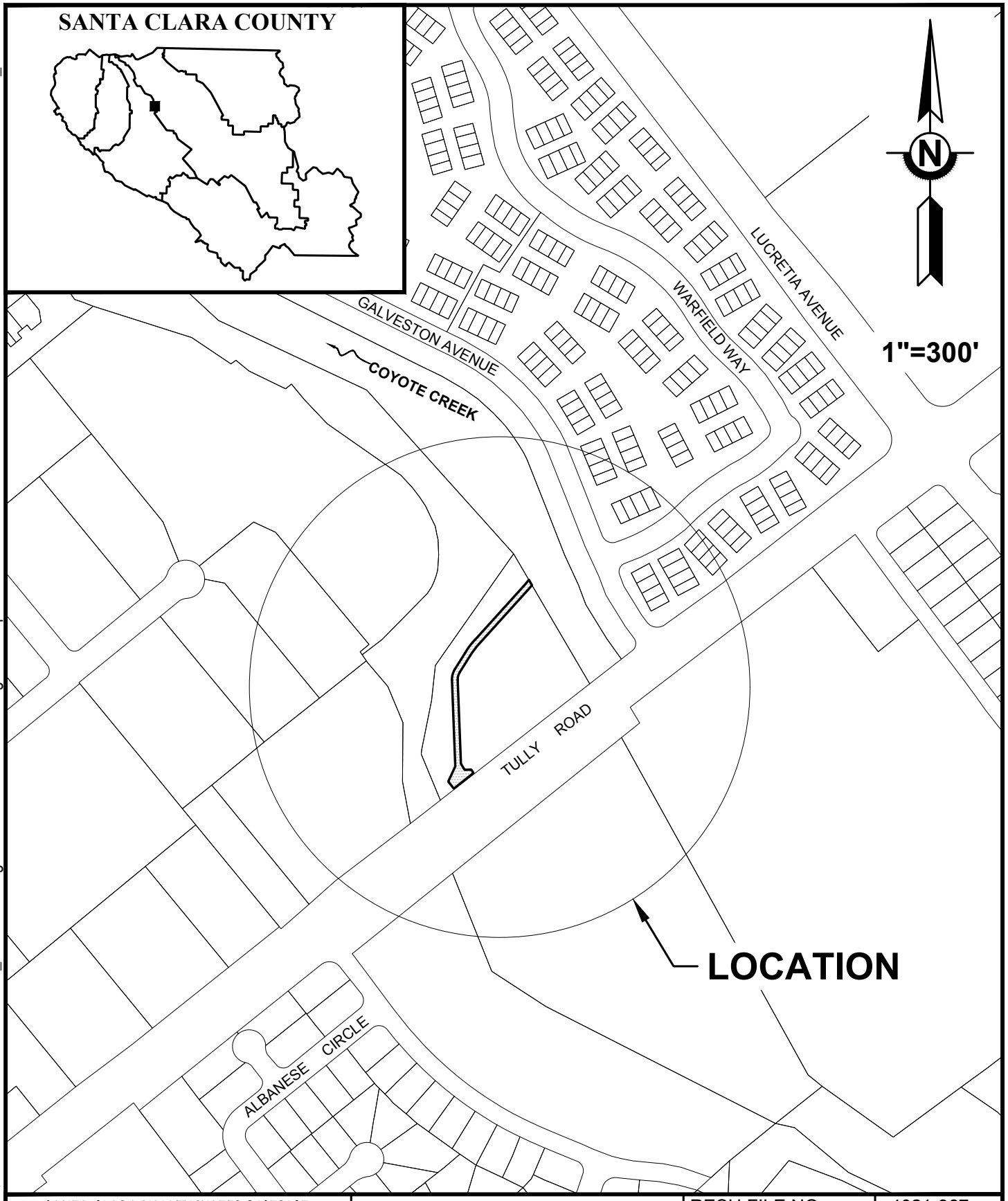
SURVEYOR'S STATEMENT:
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini, PLS 9095

1/16/25
Date

SAN JOSE WATER WORKS



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-367 PE\2023-147_4021-367 PE-Map.dwg

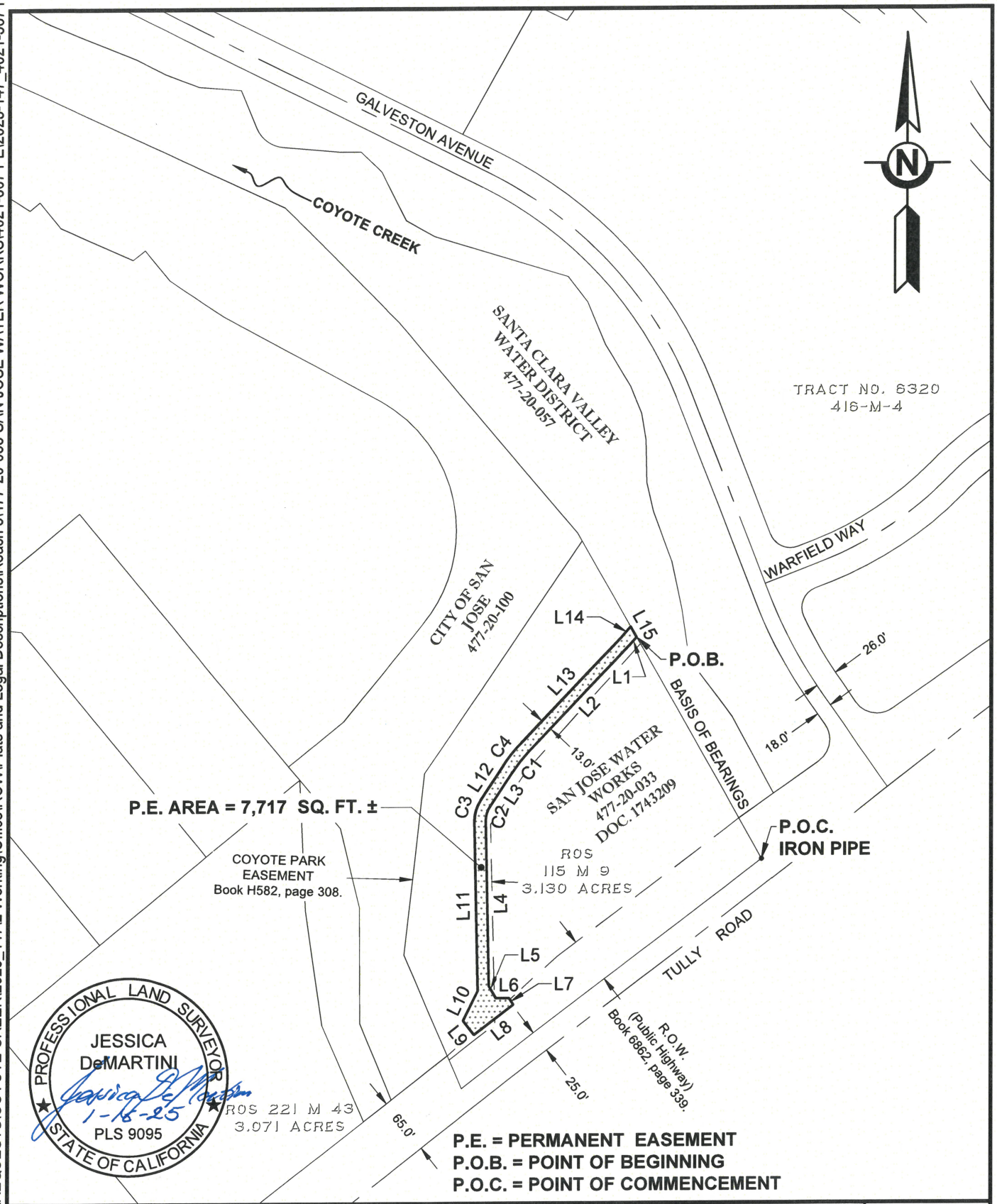
SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-367
APN	472-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-16-25
PLS 9095
STATE OF CALIFORNIA

P.E. = PERMANENT EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 150'

RESU FILE NO.	4021-367
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 2

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROWPlats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-367 PE\2023-147_4021-367 PE.dwg

Line Table		
Line #	Bearings	Distance
L1	S40°59'42"W	10.83'
L2	S43°11'18"W	166.79'
L3	S33°12'16"W	44.86'
L4	S01°11'26"E	189.48'
L5	S29°39'09"E	15.97'
L6	N89°52'00"E	15.21'
L7	S32°46'07"E	9.00'
L8	S52°30'45"W	56.73'
L9	N37°36'32"W	20.34'
L10	N25°59'56"E	37.85'
L11	N01°11'26"W	195.02'
L12	N33°12'16"E	44.86'
L13	N43°11'18"E	166.54'
L14	N40°59'42"E	15.22'
L15	S29°17'48"E	13.78'

Curve Table			
Curve #	Radius	Delta	Length
C1	194.33'	009°59'02"	33.86'
C2	29.33'	034°23'42"	17.61'
C3	42.30'	034°23'42"	25.39'
C4	134.79'	015°22'54"	36.19'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-16-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: N/A

RESU FILE NO.	4021-367
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 2 OF 2

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-367 PE\2023-147_4021-367 PE.dwg

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-002 (portion of)

DOCUMENT NO.: 4021-498

WATER MANAGEMENT EASEMENT DEED

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

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

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

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

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

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

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

Dated this _____ day of _____, 20__

FOR GRANTOR:
SAN JOSE WATER COMPANY,
a California Corporation

_____

Jacob Walsh
Vice President of Engineering

_____

Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

4903-4715-4772v1

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat of

Easement (4 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-498
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of "LOT 62" as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C°LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", the following two (2) courses:
1) N60°05'44"E 134.94 feet;
2) N60°02'11"E 35.40 feet, to the **POINT OF BEGINNING;**

Thence continuing along said general northerly line, the following two (2) courses:
1) N60°02'12"E 63.73 feet;
2) N60°04'14"E 23.81 feet, to the most northeasterly corner of said "LOT 62";

Thence along the easterly line of said "LOT 62", S05°32'42"E, 43.91 feet;

Thence leaving said easterly line, the following four (4) courses:
1) S60°04'43"W 52.36 feet;
2) N29°53'35"W 30.02 feet;
3) S60°01'10"W 17.06 feet;
4) N29°57'43"W 9.64 feet to the **POINT OF BEGINNING.**

Containing 2,625 square feet of land, more or less.

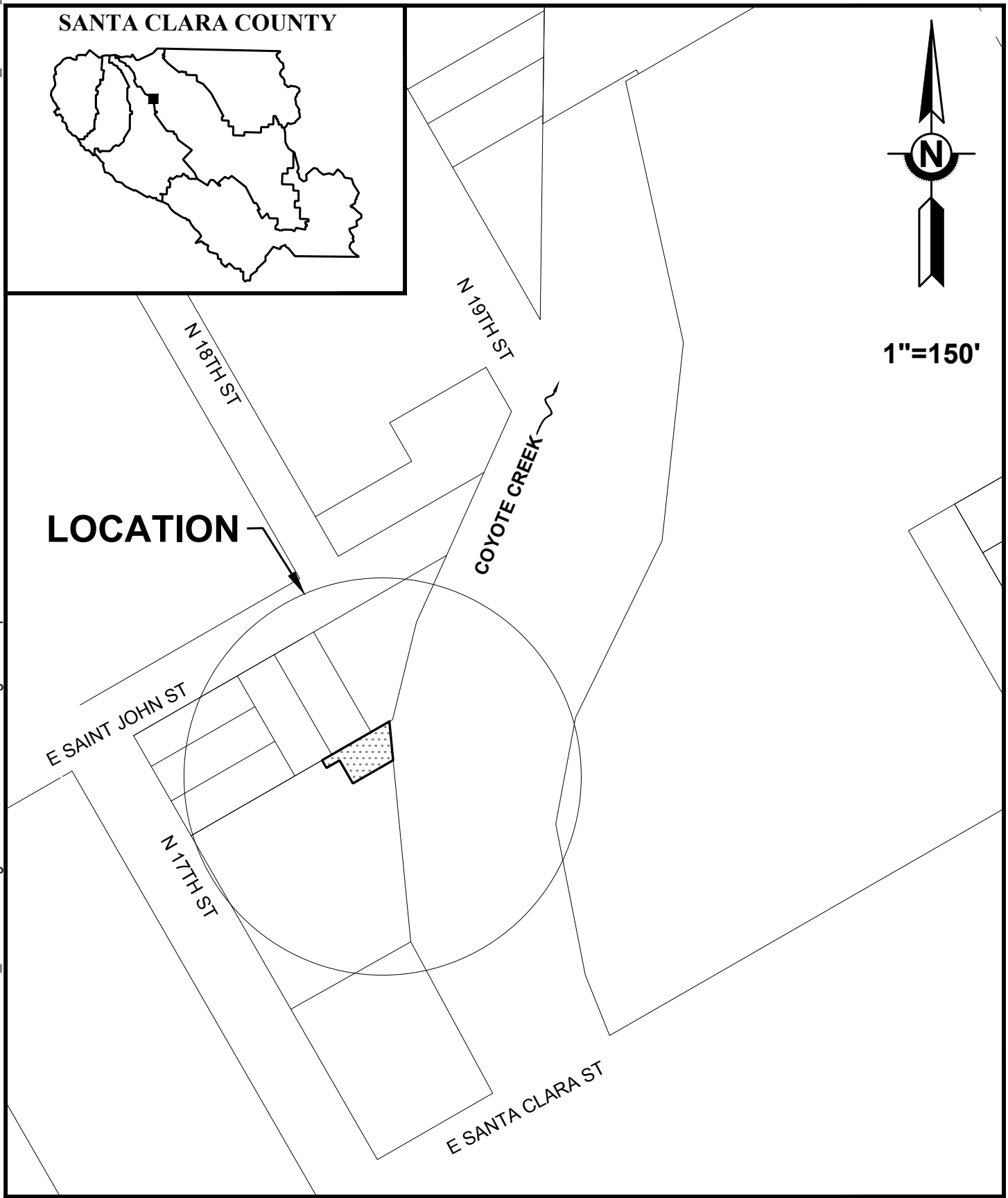
BASIS OF BEARINGS:
The bearing of N60°05'10"E shown as N59°20'E along the northeasterly line of "LOT 62", as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C°LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

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



Jessica DeMartini, PLS 9095

8/28/25
Date



SANTA CLARA VALLEY WATER DISTRICT

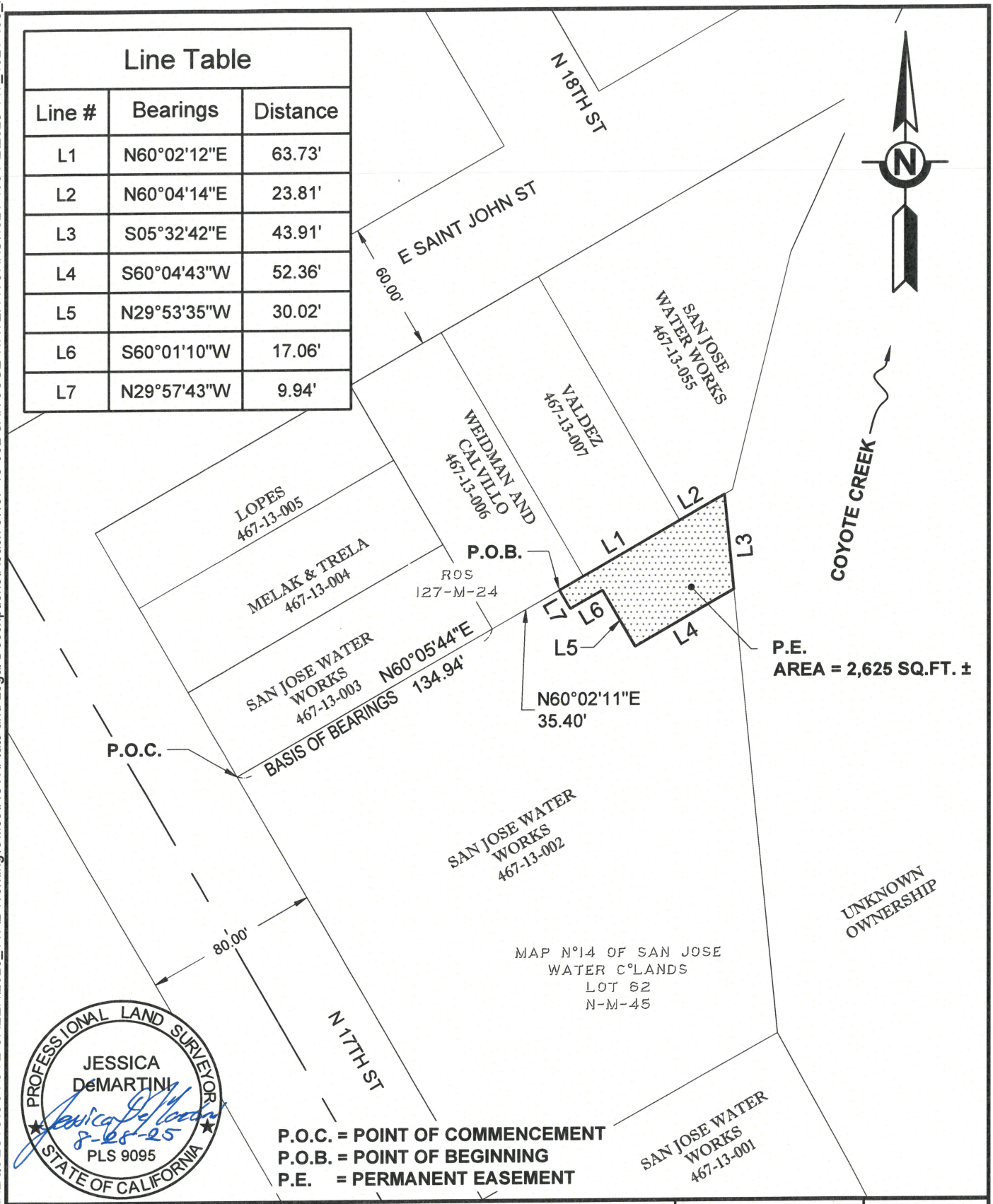
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-498
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-498 PE\2023-147_4021-498_PE_Rev2.dwg

Line Table		
Line #	Bearings	Distance
L1	N60°02'12"E	63.73'
L2	N60°04'14"E	23.81'
L3	S05°32'42"E	43.91'
L4	S60°04'43"W	52.36'
L5	N29°53'35"W	30.02'
L6	S60°01'10"W	17.06'
L7	N29°57'43"W	9.94'



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
8-28-25
PLS 9095
STATE OF CALIFORNIA

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.E. = PERMANENT EASEMENT

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-498
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-498 PE\2023-147_4021-498_PE_Rev2.dwg

Attachment 4

Valley Water Temporary Construction Easements

(73 pages to follow)

San Jose Water Co. APN	General Location	VW Temporary Construction Easement File #	VW Temporary Construction Easement Size	Appraised Value (11/15/2024)
467-13-002	17th Street Station	#4021-506	10,420 sf	$246,200
467-13-003	17th Street Station	#4021-521	1,577 sf	$41,750
472-11-016	Martha and 12th Streets	#4021-458	19,942 sf	$489,000
472-12-058	Martha and 12th Streets	#4021-464	70,211 sf	$1,474,000
472-12-071	Martha and 12th Streets	#4021-465	19,517 sf	$410,000
477-12-024	Rocksprings Drive	#4021-472	15,959 sf	$15,000
477-20-033	Tully Road and Galveston Ave.	#4021-473	44,393 sf	$27,800

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-002 (portion of)

DOCUMENT NO.: 4021-506

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(5 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-506
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of "LOT 62" as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C°LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

PARCEL A
Temporary Construction Easement

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet, to the **POINT OF BEGINNING;**

Thence continuing along said general northerly line, the following two (2) courses:
1) N60°05'44"E 60.06 feet;
2) N60°02'11"E 35.40 feet;

Thence leaving said general northerly line, the following five (5) courses:
1) S29°57'43"E 9.94 feet;
2) N60°01'10"E 17.06 feet
3) S29°53'35"E 30.02 feet;
4) S60°04'43"W 60.46 feet;
5) N29°54'16"W 39.94 feet, to the **POINT OF BEGINNING.**

Containing 4,324 square feet of land, more or less.

PARCEL B
Temporary Ingress & Egress Easement

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet;

Thence leaving said general northerly line, S29°54'16"E 39.94 feet, to the **POINT OF BEGINNING;**

Thence along the following five (5) courses:

1) N60°04'43"E, 52.06 feet;
2) S06°05'23"E, 116.01 feet;
3) S27°51'40"E, 24.32 feet;
4) S19°05'26"W, 60.78 feet;
5) S44°00'49"W, 34.72 feet, to a point on the westerly line of said "LOT 62";

Thence continuing along said westerly line, N29°54'16"W, 20.11 feet;

Thence leaving said westerly line, the following four (4) courses:

1) N50°30'56"E, 22.07 feet
2) N02°34'00"E, 87.55 feet;
3) N06°04'40"W, 15.14 feet;
4) N29°54'16"W, 68.43 feet to the **POINT OF BEGINNING.**

Containing 5,826 square feet of land, more or less.

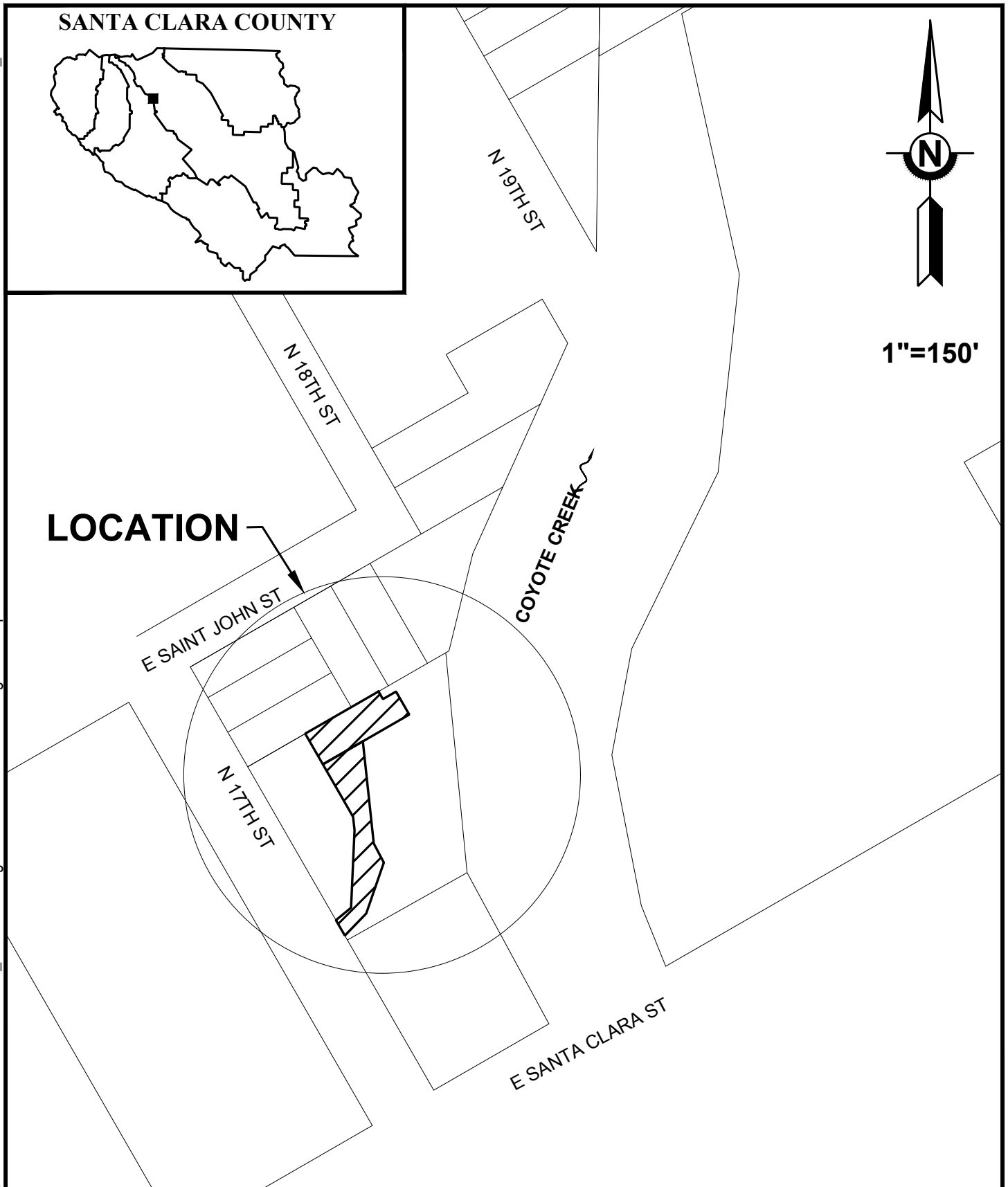
BASIS OF BEARINGS:
The bearing of N60°05'44"E shown as N59°20'E along the northerly-line of "LOT 62", as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER CºLANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

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



Jessica DeMartini, PLS 9095

8/28/25
Date



SANTA CLARA VALLEY WATER DISTRICT

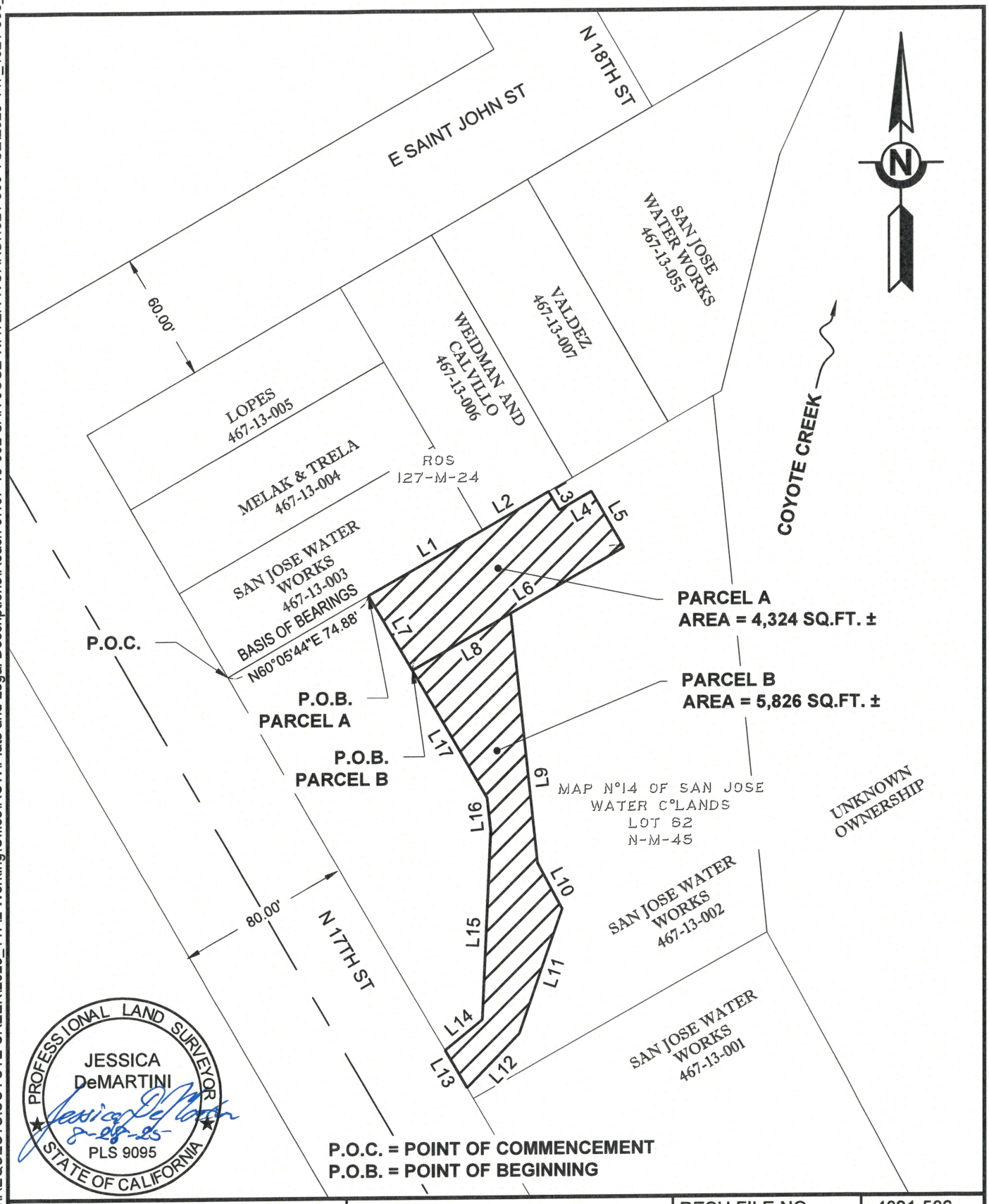
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCE\2023-147_4021-506_TCE_Rev2.dwg

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
PLS 9095
STATE OF CALIFORNIA

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 60'

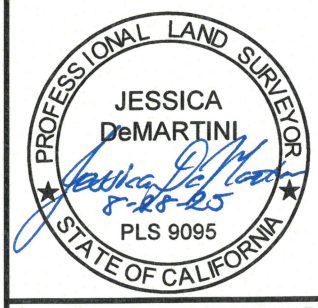
RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 2

SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCE\2023-147_4021-506_TCE_Rev2.



Line Table		
Line #	Bearings	Distance
L1	N60°05'44"E	60.06'
L2	N60°02'12"E	35.40'
L3	S29°57'43"E	9.94'
L4	N60°01'10"E	17.06'
L5	S29°53'35"E	30.02'
L6	S60°04'43"W	60.46'
L7	N29°54'16"W	39.94'
L8	N60°04'43"E	52.06'
L9	S06°05'23"E	116.01'
L10	S27°51'40"E	24.32'
L11	S19°05'26"W	60.78'
L12	S44°00'49"W	34.72'
L13	N29°54'16"W	20.11'
L14	N50°30'56"E	22.07'
L15	N02°34'00"E	87.55'
L16	N06°04'40"W	15.14'
L17	N29°54'16"W	68.43'



SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: N/A

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 2 OF 2

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCE\2023-147_4021-506_TCE_Rev2.

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-003 (portion of)

DOCUMENT NO.: 4021-521

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(4 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-521
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1841717, filed on July 5, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

COMMENCING at the most southwesterly corner of the lands shown as "ASSMT. OF LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N60°05'44"E, 74.88 feet, to the **POINT OF BEGINNING;**

Thence leaving said southerly line the following three (3) courses:

1) N29°55'17"W, 32.30 feet;
2) N60°33'40"E, 34.98 feet;
3) S29°58'01"E, 32.01 feet to a point on said southerly line;

Thence continuing along said southerly line, S60°05'44"W, 35.00 feet to the **POINT OF BEGINNING**.

Containing 1,125 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N60°05'44"E, shown as N59°20'E along the southerly line of lands shown as "ASSMT. LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

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

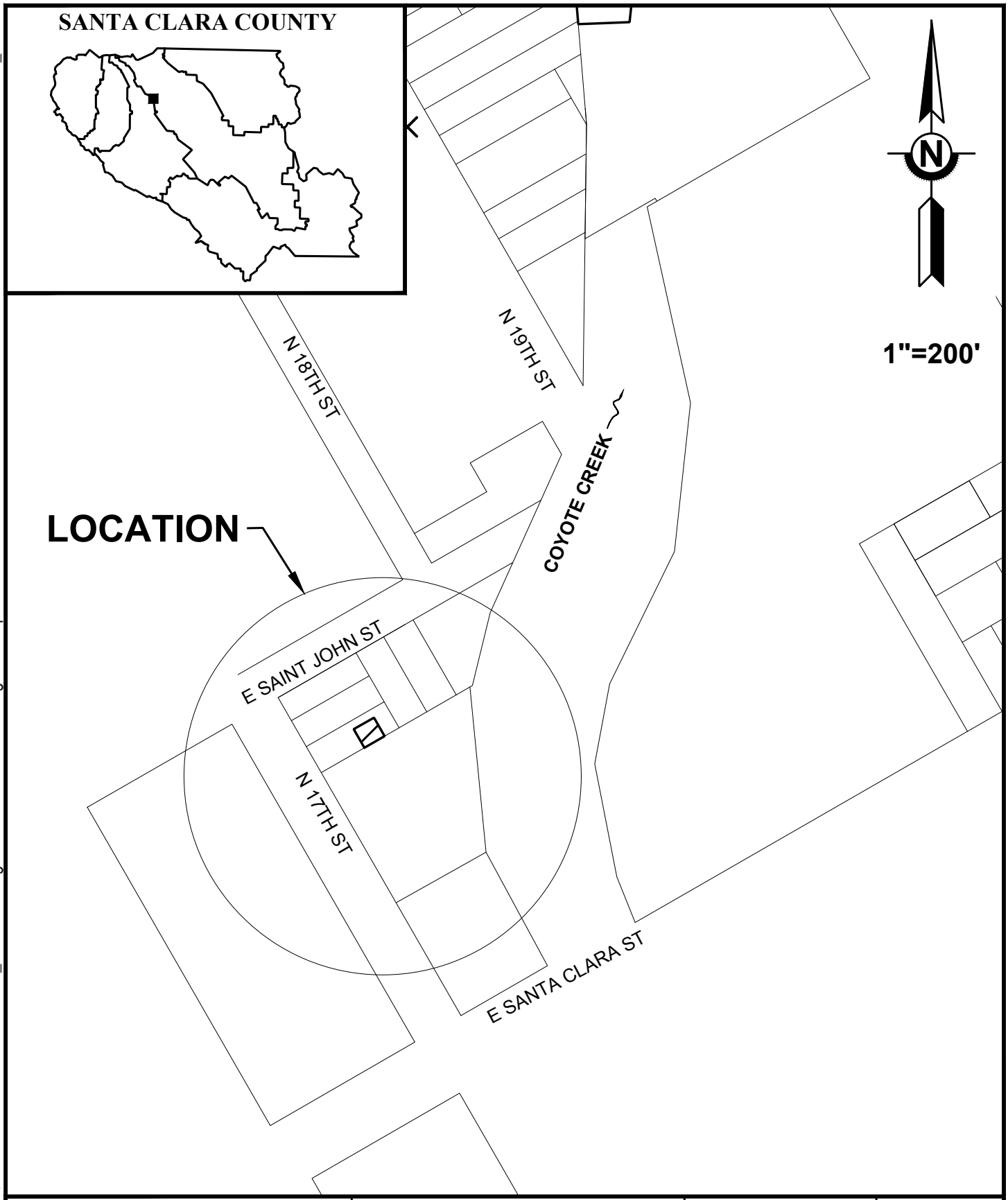


Jessica DeMartini, PLS 9095

8/28/25
Date

S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-003 SAN JOSE WATER WORKS\4021- 521 TCE

SAN JOSE WATER WORKS



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-003 SAN JOSE WATER WORKS\4021- 521 TCE\2023-147_4021-521_TCE_Rev2.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

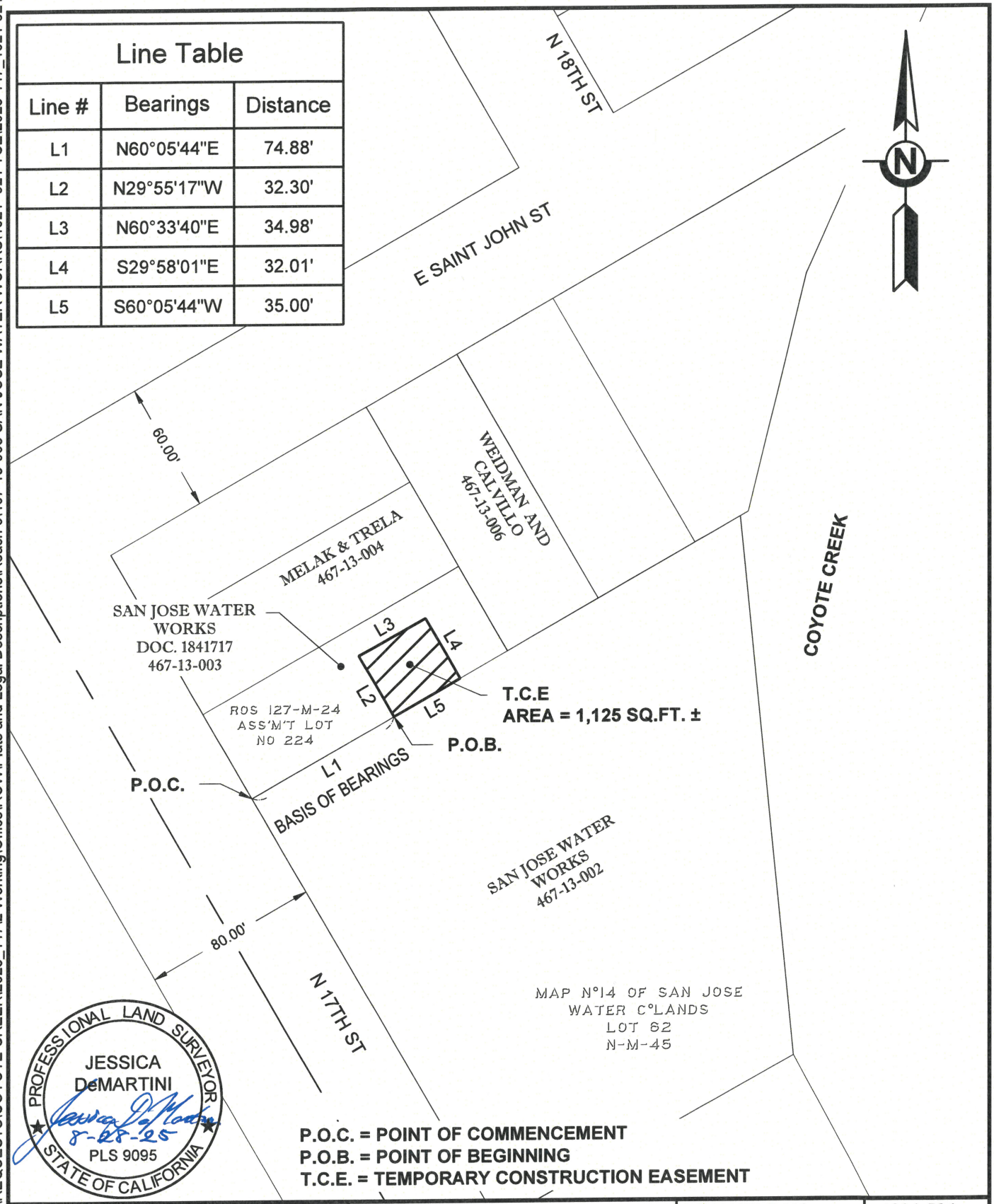
COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-521
APN	467-13-003
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaidi

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-003 SAN JOSE WATER WORKS\4021- 521 TCE\2023-147_4021-521_TCE_Rev2.

SAN JOSE WATER WORKS

Line Table		
Line #	Bearings	Distance
L1	N60°05'44"E	74.88'
L2	N29°55'17"W	32.30'
L3	N60°33'40"E	34.98'
L4	S29°58'01"E	32.01'
L5	S60°05'44"W	35.00'



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
8-28-25
PLS 9095
STATE OF CALIFORNIA

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-521
APN	467-13-003
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-11-016 (portion of)

DOCUMENT NO.: 4021-458

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(4 pages to follow)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-458
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 0477010 filed on August 29, 1947, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

Beginning at a 3/4" iron pipe, located at the most northwesterly corner of the lands shown as "ASSESSMENT LOT NO. 261" on that certain Record of Survey filed in Book 268 of Maps at Page 8, on May 14, 1970, said northwesterly corner also being the most southwesterly corner of the lands as described in that certain Deed recorded as Document Number 0477010, filed on August 29,1947, both in the Office of the Recorder, Santa Clara County, State of California;

Thence along the westerly line of the lands as described in said Deed, N29°53'44"W, 126.41 feet,

Thence leaving said westerly line of said lands, N60°06'28"E, 151.28 feet to a point on the general easterly line of said lands,

Thence along said general easterly line of said lands, S35°44'38"E, 127.07 feet to a point on the southerly line of said lands,

Thence along said southerly line, S60°06'28"E, 164.23 feet, to the **POINT OF BEGINNING**.

Containing 19,942 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of S60°06'28"W, shown as N59°20'00"E along the southerly line of the lands of Assessment Lot 261 on that certain Record of Survey No. 208 filed in Book 268 of Maps at Page 8, on May 14, 1970, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

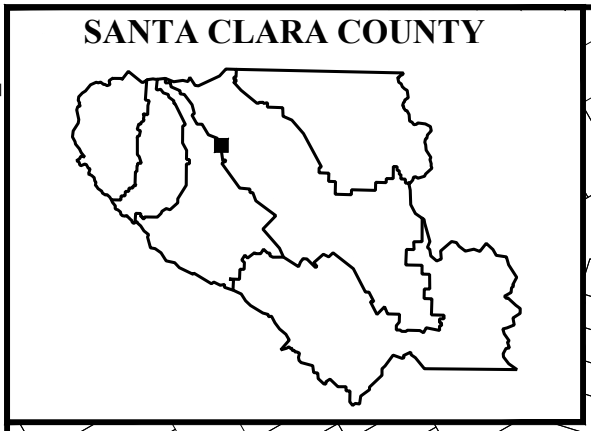
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

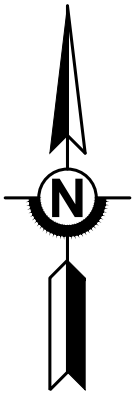


Jessica DeMartini, PLS 9095

10/17/24
Date

SAN JOSE WATER WORKS





1"=200'

S 12TH STREET

E VIRGINIA STREET

JUNIPERO SERRA FREEWAY (280)

COYOTE CREEK

LOCATION

MARTHA STREET

S 11TH STREET

S 12TH STREET

SCV\WD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-11-016 SAN JOSE WATER WORKS\4021-458 TCE\2023-147_4021-458Map.dwg

SANTA CLARA VALLEY WATER DISTRICT

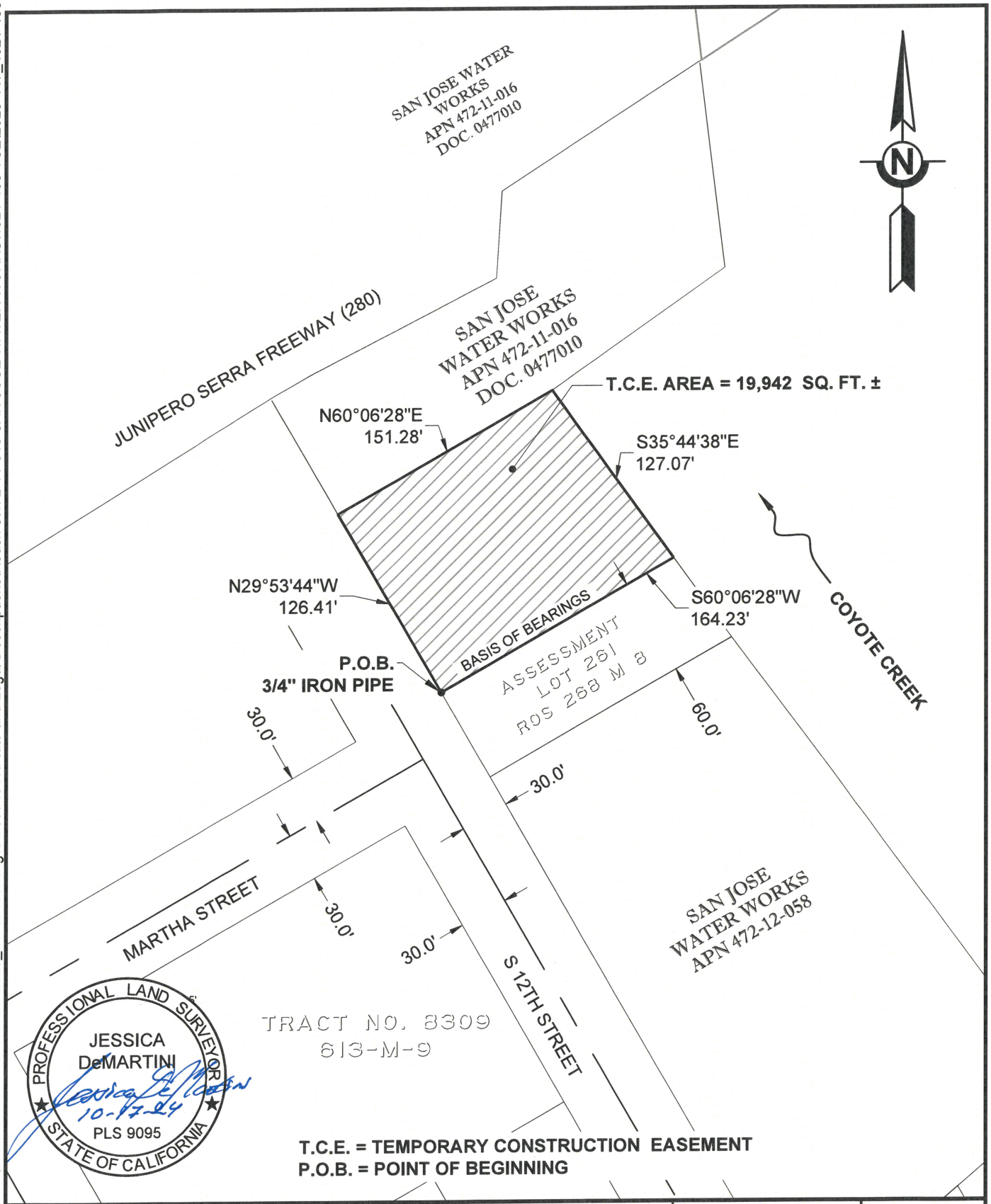
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-458
APN	472-11-016
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-11-016 SAN JOSE WATER WORKS\4021-458 TCE\2023-147_4021-458 TCE.dwg

SAN JOSE WATER WORKS



SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 80'

RESU FILE NO.	4021-458
APN	472-11-016
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-12-058 (portion of)

DOCUMENT NO.: 4021-464

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(3 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-464
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on August 4, 1955, in Document Number 1115930 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

All of the lands described in that certain Deed, recorded as Document Number 1115930, filed on August 4, 1955, in the Office of the Recorder, County of Santa Clara, State of California

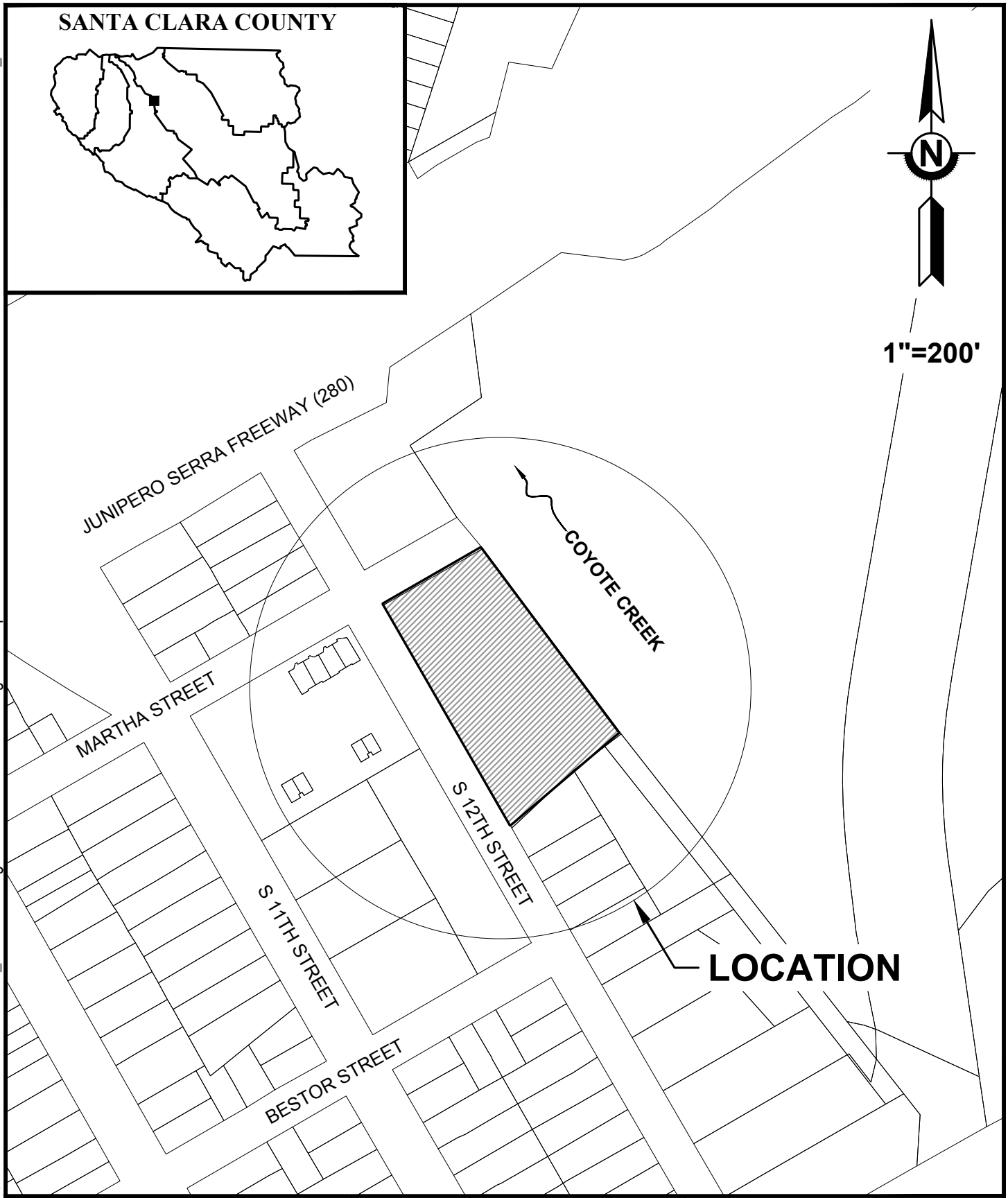
Containing 70,211 square feet (1.61 acres) of land, more or less.

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

Jessica DeMartini, PLS 9095

10/17/24
Date





SANTA CLARA VALLEY WATER DISTRICT

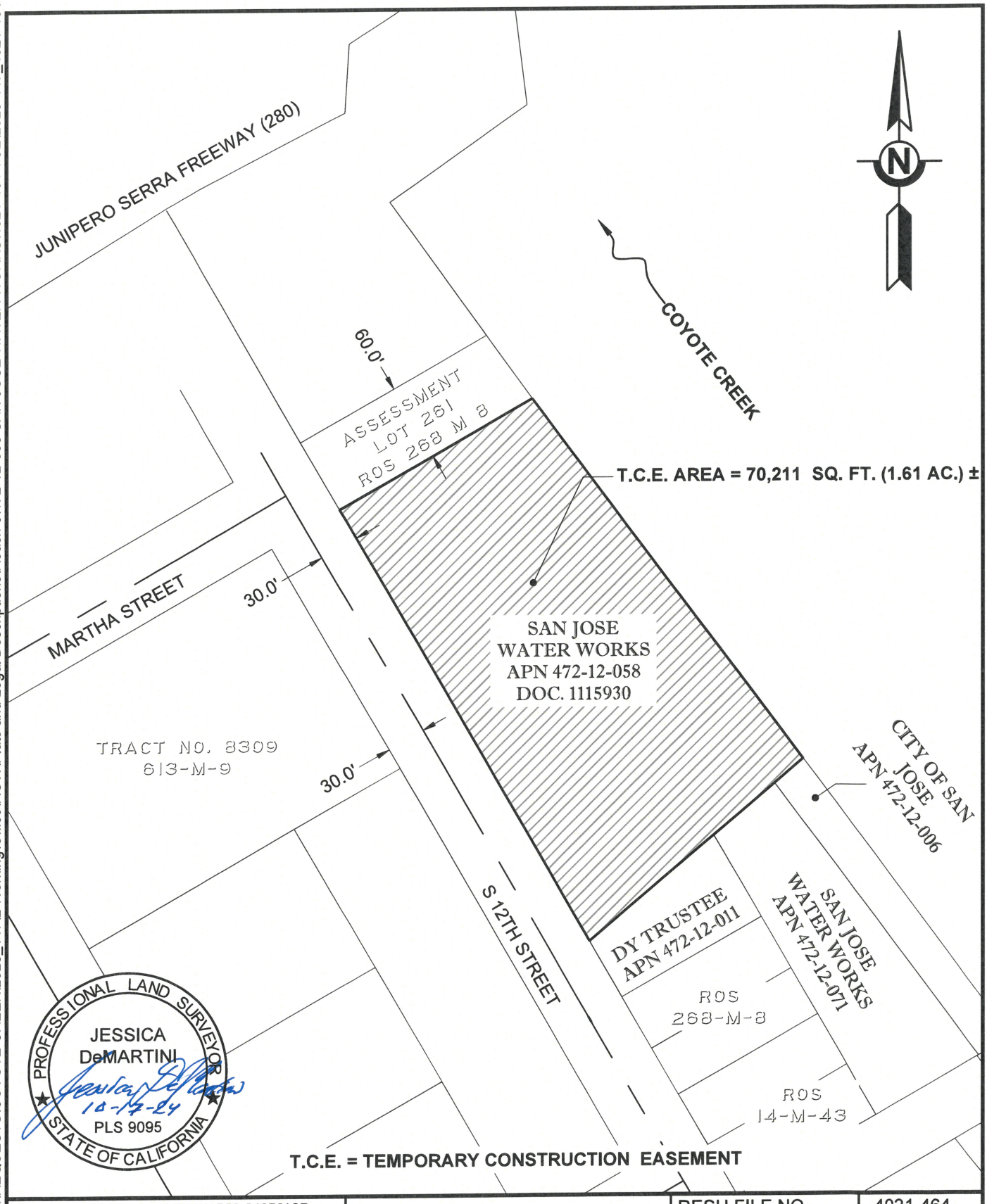
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-464
APN	472-12-058
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SCV\WD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-058 SAN JOSE WATER WORKS\4021-464 TCE\2023-147_4021-464Map.dwg

SAN JOSE WATER WORKS



SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROWPlats and Legal Descriptions\Reach 8\472-12-058 SAN JOSE WATER WORKS\4021-464 TCE\2023-147_4021-464 TCE.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 100'

RESU FILE NO.	4021-464
APN	472-12-058
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-12-071 (portion of)

DOCUMENT NO.: 4021-465

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

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Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(3 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-465
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on May 22, 1969, in Document Number 3736032 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

All of the lands described in that certain Deed, recorded as Document Number 3736032, filed on May 22, 1969, in the Office of the Recorder, County of Santa Clara, State of California

Containing 19,517 square feet of land, more or less.

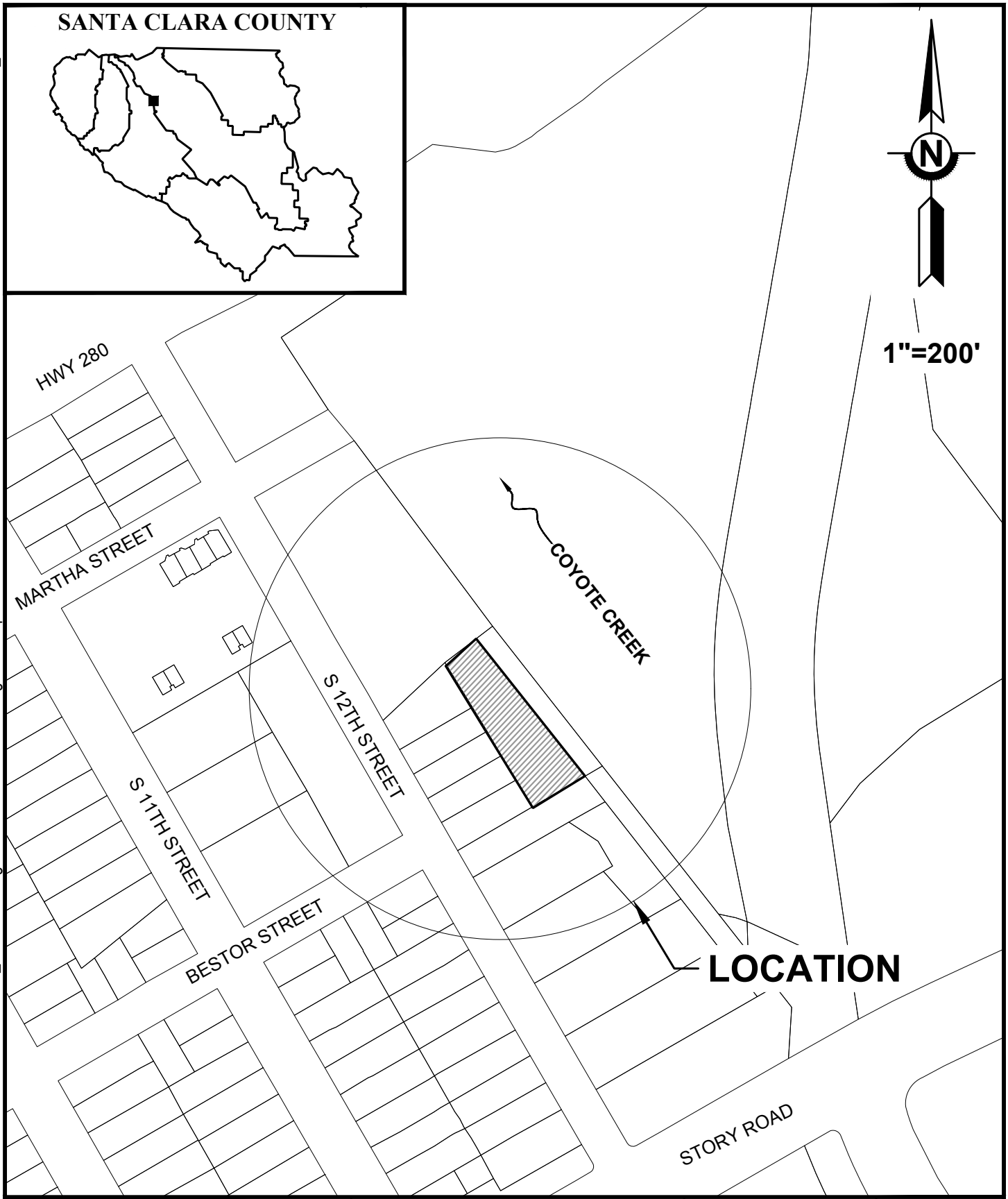
SURVEYOR'S STATEMENT:
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini, PLS 9095

10/17/24
Date

SAN JOSE WATER WORKS



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-071 SAN JOSE WATER WORKS\4021-465 TCE\2023-147_4021-465Map.dwg

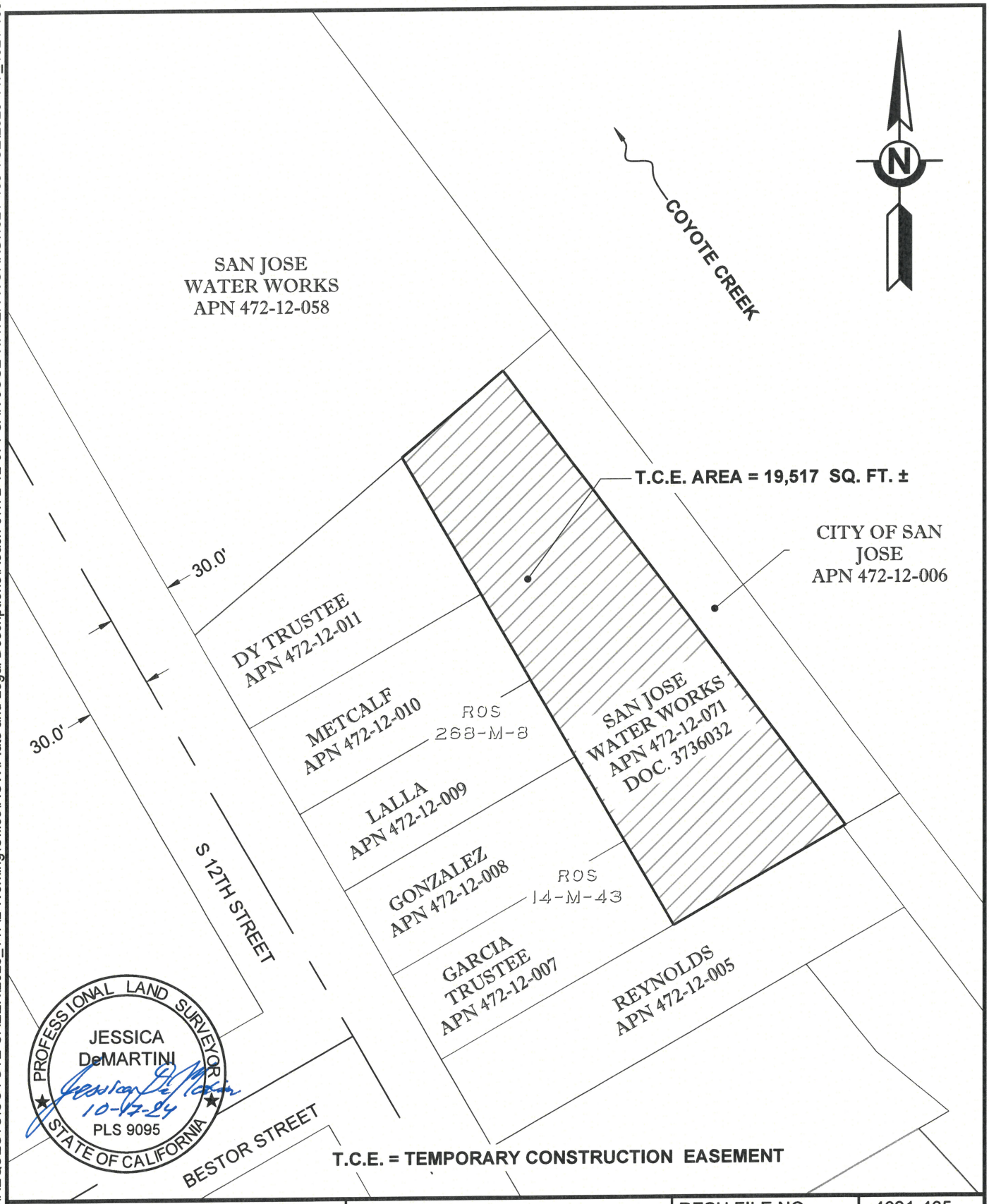
SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-465
APN	472-12-071
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
10-17-24
PLS 9095
STATE OF CALIFORNIA

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14?12 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-071 SAN JOSE WATER WORKS\4021-465 TCE\2023-147_4021-465 TCE.dwg

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-465
APN	472-12-071
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 477-12-024 (portion of)

DOCUMENT NO.: 4021-472

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(4 pages to follow)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)
RESU FILE NO.: 4021-472
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1810064 filed on April 18, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

COMMENCING at an iron pipe, located on the most northerly corner of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said lands, the following two (2) courses:
1) S56°39'49"W, 233.10 feet;
2) S85°21'27"W, 29.00 feet;

Thence leaving said general northerly line of said lands, S51°19'05"W, 19.68 feet, to the **POINT OF BEGINNING;**

Thence along the following five (5) courses:
1) S51°19'05"W, 285.32 feet;
2) S30°42'29"W, 63.19 feet;
3) N14°52'46"W, 75.77 feet;
4) N47°29'30"E, 221.80 feet;
5) N85°04'33"E, 111.36 feet, to the **POINT OF BEGINNING.**

Containing 15,959 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of S56°39'49"W, shown as N55°04'50"E along the northwesterly line of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

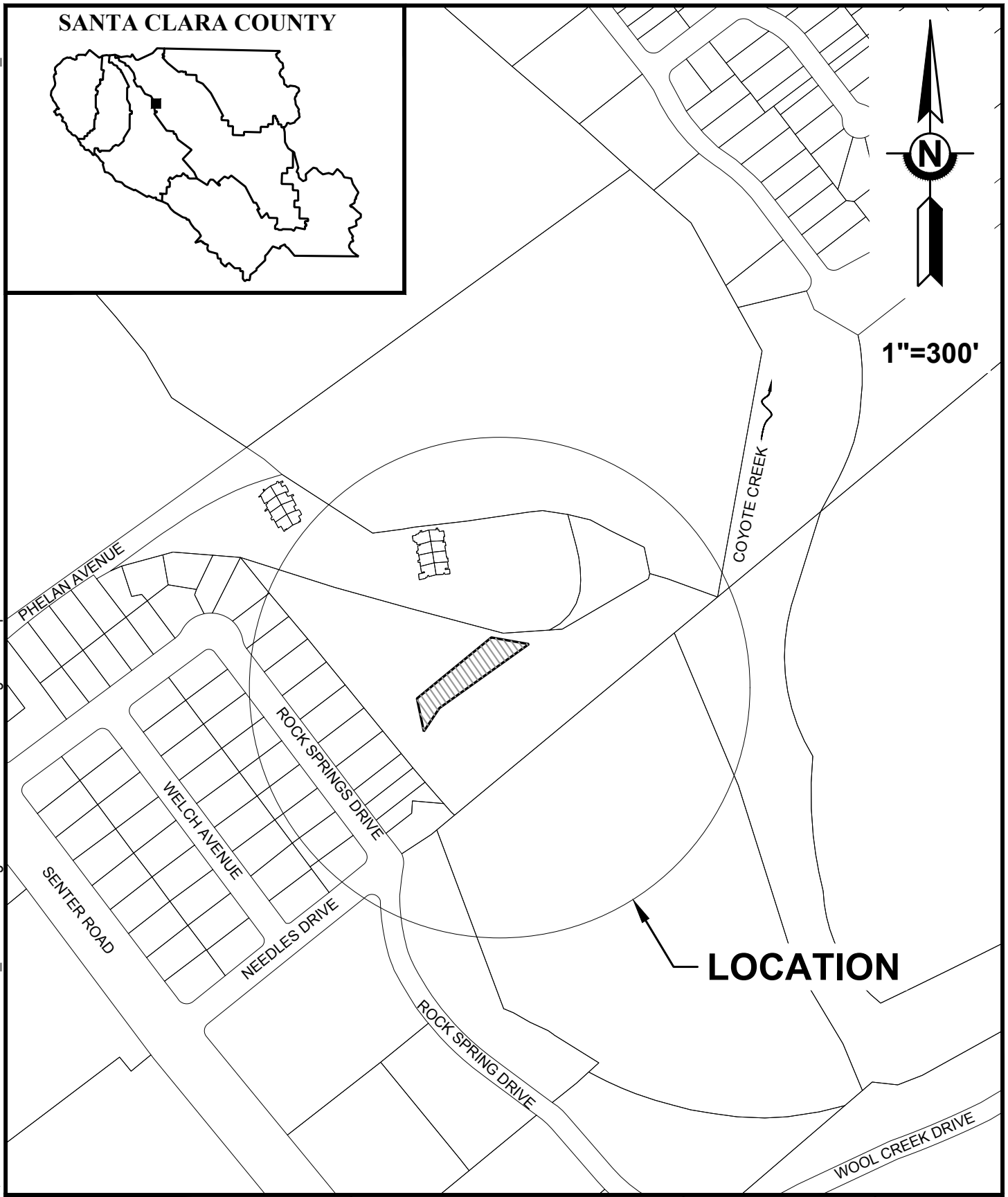
SURVEYOR'S STATEMENT:
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini, PLS 9095

10/21/24
Date

SAN JOSE WATER WORKS



SCV\WD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-472 TCE\2023-147_4021-472 TCE-Map.dwg

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-472
APN	472-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A Ruiz

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-472 TCE\2023-147_4021-472 TCE.dwg

Line Table		
Line #	Bearings	Distance
L1	S51°19'05"W	285.32'
L2	S30°42'29"W	63.19'
L3	N14°52'46"W	75.77'
L4	N47°29'30"E	221.80'
L5	N85°04'33"E	111.36'

CITY OF SAN JOSE
477-12-020

S.C.V.W.D. EASEMENT
DOC# 47772002

TRACT NO. 8446
633-M-42
SPRING BROOK CONDOMINIUMS
477-72- 003 THRU 066

CITY OF SAN JOSE
477-20-002

P.O.C.
IRON PIPE

BASIS OF BEARINGS
S56°39'49"W
233.10'

ROS 119-M-39
5.4207 ACRES

P.O.B.

L5

S85°21'26"W
29.00'

S51°19'05"W
19.68'

T.C.E. AREA = 15,959 SQ. FT. ±

L4

L1

L3

L2

LUU TRUSTEE
477-29-037

TRUONG
477-29-036

HOANG & HUYNH
477-29-035

VIRAY TRUSTEE
477-29-034

BUI
477-29-033

JIAN TRUSTEE
477-29-032

DAS TRUSTEE & ET AL
477-29-031

30.0'

TRUONG & SONS REAL EST DEVEL LLC
477-29-030

ROCK SPRINGS ENTERPRISES LLC
477-29-075

ROCK SPRINGS DRIVE

SAN JOSE WATER WORKS
APN 477-12-024
DOC. 1810064

COYOTE CREEK

CITY OF SAN JOSE
477-20-161

S.C.V.W.D. EASEMENT
DOC# 1860185

TRACT NO. 2765
123-M-38

ROCK SPRINGS ENTERPRISES LLC
477-29-074

ROCK SPRINGS ENTERPRISES LLC
477-29-073

ROCK SPRINGS ENTERPRISES LLC
477-29-072

30.0'

30.0'

NEEDLES DRIVE

30.0'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
10-21-24
PLS 9095
STATE OF CALIFORNIA

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 150'

RESU FILE NO.	4021-472
APN	477-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 477-20-033 (portion of)

DOCUMENT NO.: 4021-473

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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

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

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.

2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.

3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.

4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

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

Dated this _____ day of _____, 20___

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

_____
Jacob Walsh
Vice President of Engineering

_____
Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On this ____ day of_____, in the year 20__, before me_____,

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

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

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

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

☐ Individual
☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

_____ _____

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__ Santa Clara Valley Water District

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

Exhibit “A”

Legal Description and Plat

(8 pages to follow)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD PROTECTION PROJECT (CCFPP)
RESU FILE NO.: 4021-473
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1743209 filed on December 22, 1959, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

PARCEL A
COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 133.76 feet, to the **POINT OF BEGINNING;**

Thence leaving said northeasterly line, the following twenty-three (23) courses:

1) S59°08'35"W 57.34 feet;
2) N36°42'49"W 20.05 feet;
3) S61°47'23"W 107.96 feet;
4) S25°45'55"E 71.43 feet;
5) S33°28'09"E 48.39 feet;
6) S35°28'36"E 18.31 feet;
7) S52°30'45"W 17.44 feet;
8) N35°39'53"W 29.92 feet;
9) N30°44'23"W 38.25 feet;
10) N27°29'33"W 72.66 feet;
11) N88°59'48"W 43.13 feet;
12) S01°01'22"E 190.49 feet;
13) S37°36'32"E 13.09 feet;
14) S52°30'45"W 16.53 feet;
15) N32°46'07"W 9.00 feet;
16) S89°52'00"W 15.21 feet;
17) N29°39'09"W 15.97 feet;
18) N01°11'26"W 189.48 feet, to the beginning of a curve concave southeasterly and having a radius of 29.33 feet;
19) Thence northerly along said curve thru a central angle of 34°23'42", an arc distance of

17.61 feet;
20) N33°12'16"E 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 194.33 feet;
21) Thence northeasterly along said curve thru a central angle of 09°59'02", an arc distance of 33.86 feet;
22) N43°11'18"E 166.79 feet;
23) N40°59'42"E 10.83 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 158.62 feet to the **POINT OF BEGINNING**

Containing 33,528 square feet (0.77 acres) of land, more or less.

BASIS OF BEARINGS:
The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

PARCEL B
COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 306.15 feet, to the **POINT OF BEGINNING;**

Thence leaving said northeasterly line, the following nineteen (19) courses:
1) S40°59'42"W 15.22 feet;
2) S43°11'18"W 166.54 feet, to the beginning of a curve concave southeasterly and having a radius of 134.79 feet;
3) Thence southwesterly along said curve thru a central angle of 15°22'54", an arc distance of 33.19 feet;
4) S33°12'16"W 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 42.30 feet;
5) Thence southerly along said curve thru a central angle of 34°23'42", an arc distance of 25.39 feet;
6) S01°11'26"E 195.02 feet;
7) S25°59'56"W 37.85 feet;
8) S37°36'32"E 20.34 feet;
9) S52°30'45"W 9.28 feet;
10) N37°36'32"W 13.29 feet;
11) N01°01'22"W 261.52 feet;
12) N35°47'57"W 76.51 feet;
13) N39°43'27"W 55.32 feet;

14) N41°09'30"E 159.48 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 26.45 feet to the **POINT OF BEGINNING**

Containing 10,865 square feet of land, more or less.

BASIS OF BEARINGS:
The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

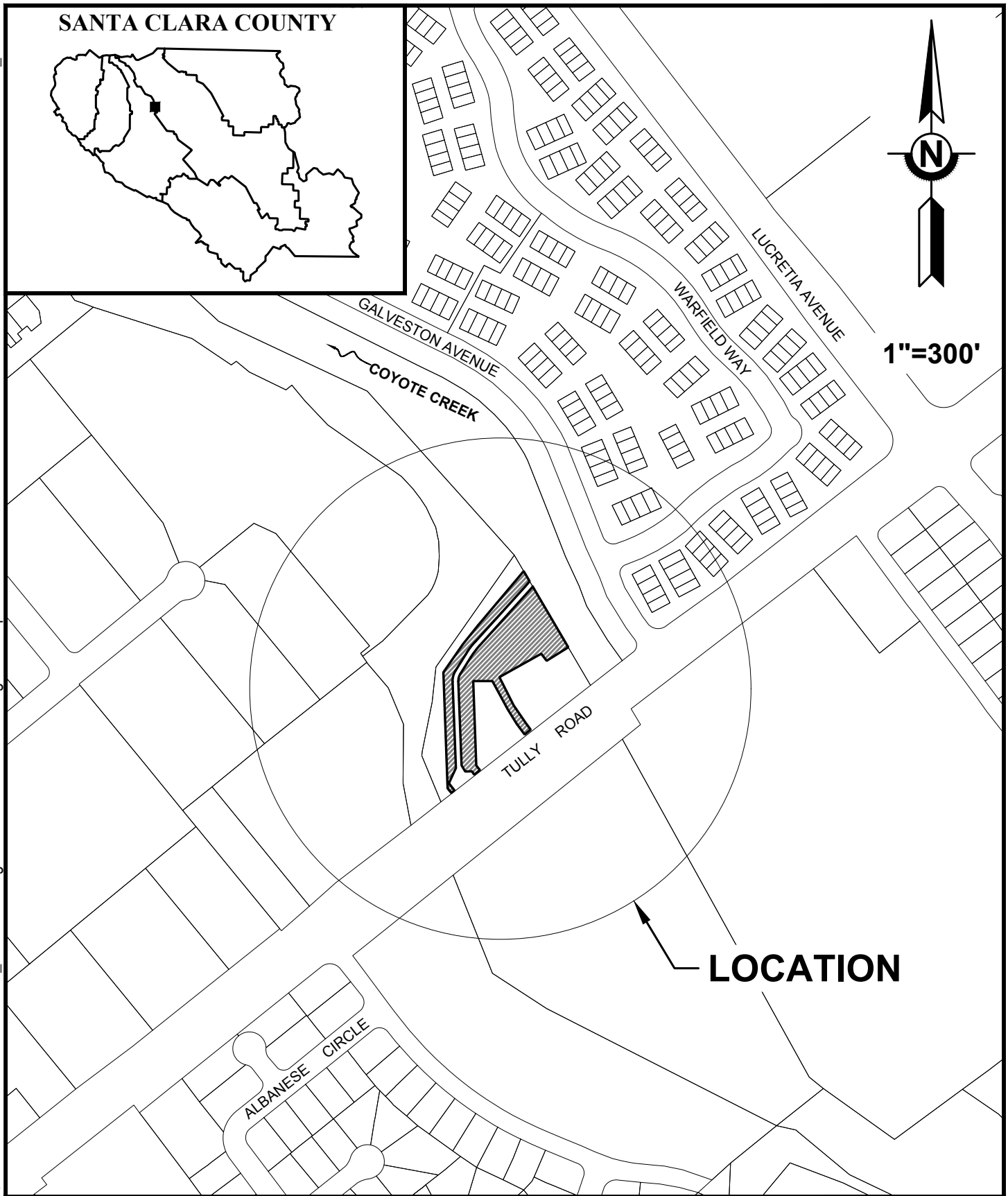
SURVEYOR'S STATEMENT:
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini, PLS 9095

1/16/25
Date

SAN JOSE WATER WORKS



SCVWD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE-Map.dwg

SANTA CLARA VALLEY WATER DISTRICT

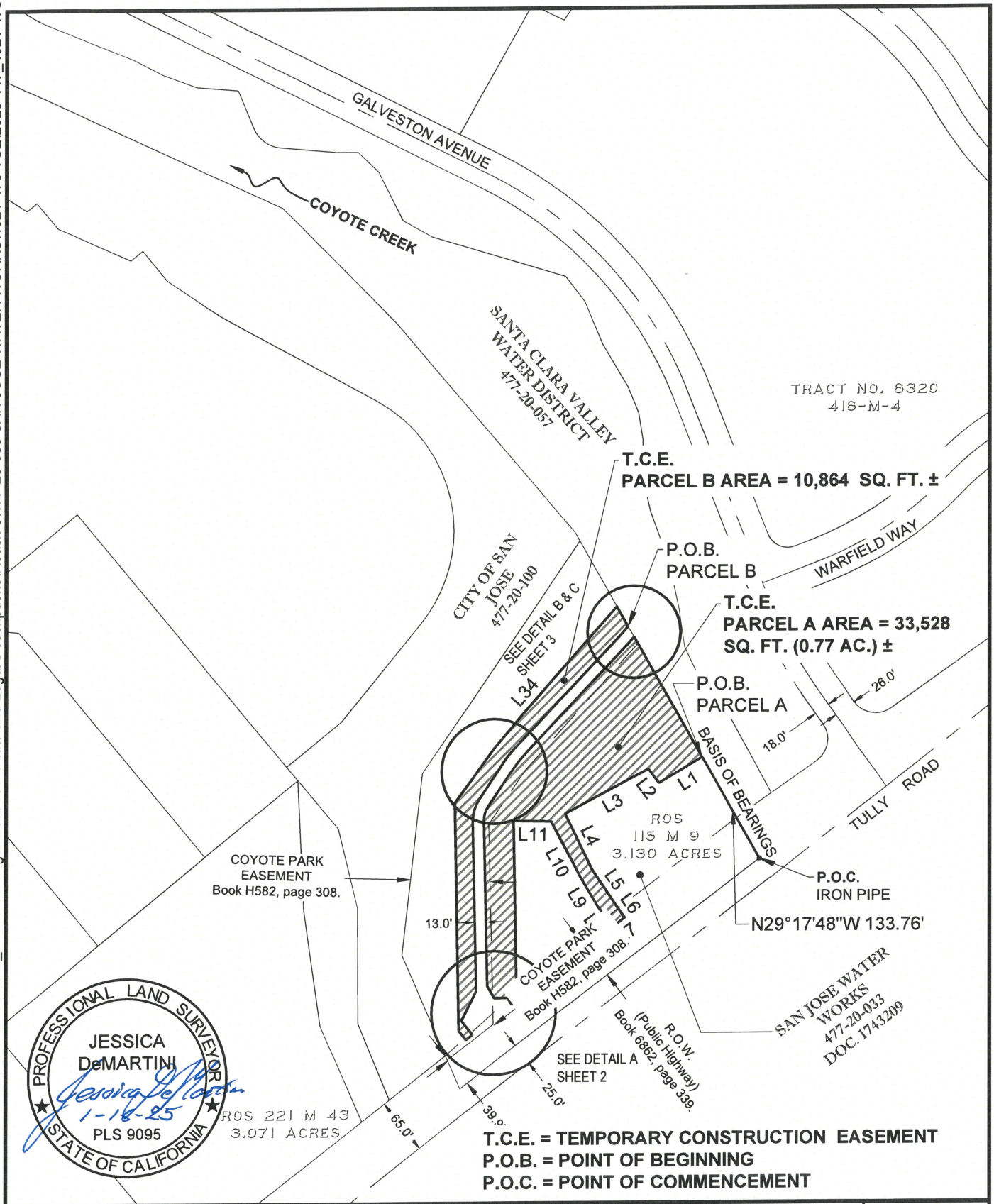
Valley Water

COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-473
APN	472-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A Ruiz

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

SAN JOSE WATER WORKS



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

SANTA CLARA VALLEY WATER DISTRICT

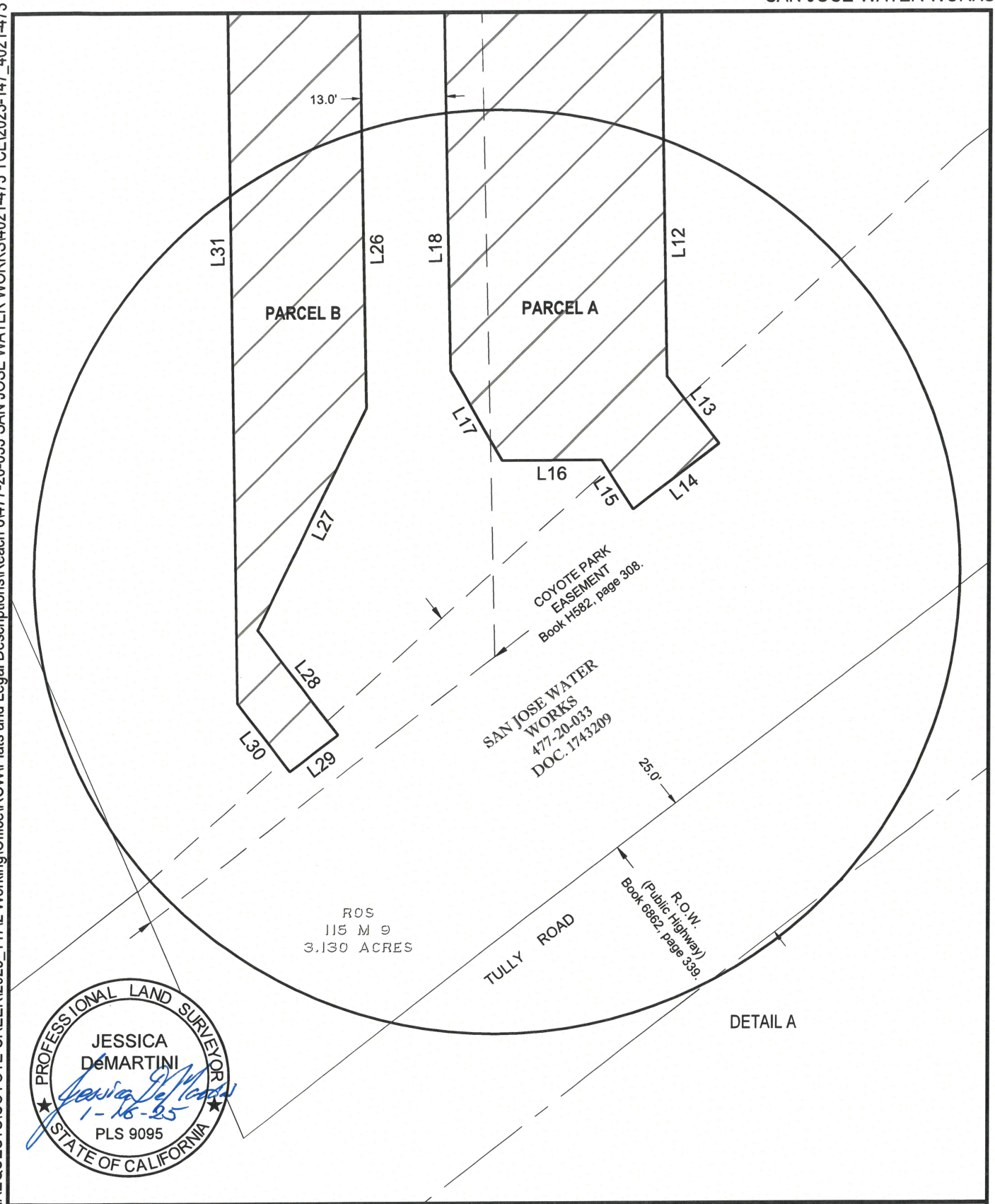
Valley Water

SCALE: 1" = 150'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 4

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
PLS 9095
STATE OF CALIFORNIA
1-16-25

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

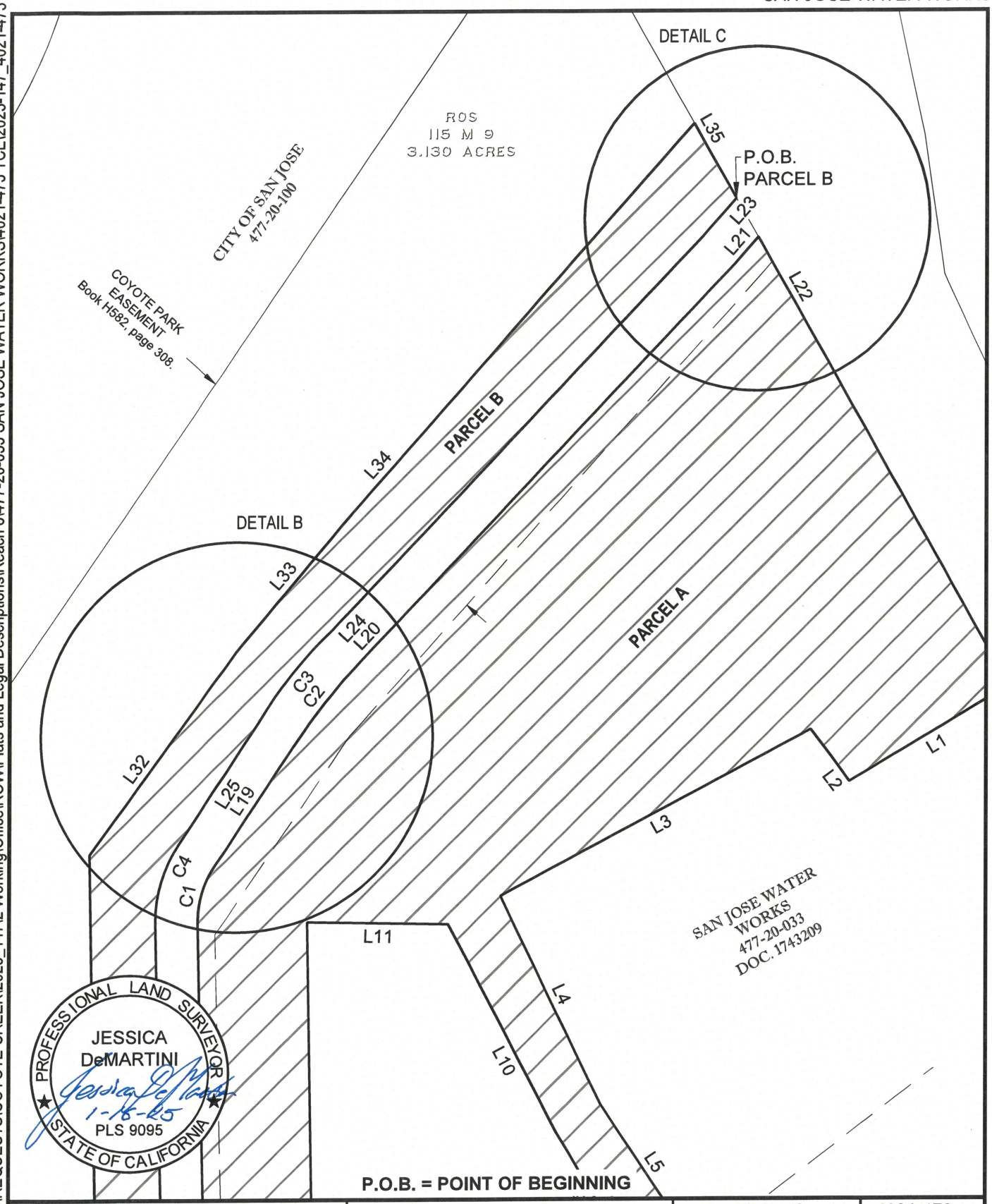
SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: 1" = 20'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 2 OF 4

SAN JOSE WATER WORKS



PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-16-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT

Valley Water

SCALE: 1" = 40'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 3 OF 4

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

Line Table		
Line #	Bearings	Distance
L1	S59°08'35"W	57.34'
L2	N36°42'49"W	20.05'
L3	S61°47'23"W	107.96'
L4	S25°45'55"E	71.43'
L5	S33°28'09"E	48.39'
L6	S35°28'36"E	18.31'
L7	S52°30'45"W	17.44'
L8	N35°39'53"W	29.92'
L9	N30°44'23"W	38.25'
L10	N27°29'33"W	72.66'
L11	N88°59'48"W	43.13'
L12	S01°01'22"E	190.49'
L13	S37°36'32"E	13.09'
L14	S52°30'45"W	16.53'
L15	N32°46'07"W	9.00'
L16	S89°52'00"W	15.21'
L17	N29°39'09"W	15.97'
L18	N01°11'26"W	189.48'
L19	N33°12'16"E	44.86'
L20	N43°11'18"E	166.79'

Line Table		
Line #	Bearings	Distance
L21	N40°59'42"E	10.83'
L22	S29°17'48"E	158.62'
L23	S40°59'42"W	15.22'
L24	S43°11'18"W	166.54'
L25	S33°12'16"W	44.86'
L26	S01°11'26"E	195.02'
L27	S25°59'56"W	37.85'
L28	S37°36'32"E	20.34'
L29	S52°30'45"W	9.28'
L30	N37°36'32"W	13.29'
L31	N01°01'22"W	261.52'
L32	N35°47'57"E	76.51'
L33	N39°43'27"E	55.32'
L34	N41°09'30"E	159.48'
L35	S29°17'48"E	26.45'

Curve Table			
Curve #	Radius	Delta	Length
C1	29.33'	034°23'42"	17.61'
C2	194.33'	009°59'02"	33.86'
C3	134.79'	015°22'54"	36.19'
C4	42.30'	034°23'42"	25.39'

PROFESSIONAL LAND SURVEYOR
JESSICA DeMARTINI
1-16-25
PLS 9095
STATE OF CALIFORNIA

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

SCALE: N/A

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 4 OF 4

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

Santa Clara Valley Water District

File No.: 25-1048

Agenda Date: 12/9/2025
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: OCE Update
*Handout 10.1-B: OGR Report

NOVEMBER 2025

Office of Civic Engagement Monthly Update

Valley Water

WATER SUPPLY OUTREACH

In November, staff led 13 tours of the Silicon Valley Advanced Water Purification Center. These tours included monthly public tours, as well as private tours for youth, university students and local government representatives. Attendees were fascinated by the technology and infrastructure that turns secondary-treated wastewater into purified water. San José Councilmember Michael Mulcahy and members of California Assemblymember Alex Lee's Young Legislators Program received tours and Vice Chair Santos provided remarks at the beginning of each tour.

291 total attendees
1,034 fiscal year-to-date

6 local government
27 fiscal year-to-date

221 students & educators
627 fiscal year-to-date

11 community group
78 fiscal year-to-date

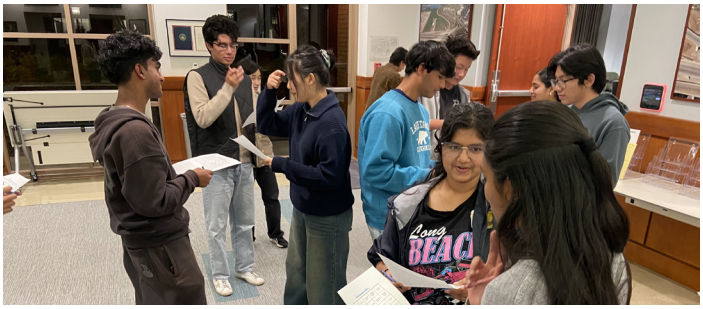
53 public tour attendees
237 fiscal year-to-date



San José Councilmember Michael Mulcahy tours the Silicon Valley Advanced Water Purification Center.

YOUTH COMMISSION

The Youth Commission held its quarterly meeting on Wednesday, November 19. At the meeting, the commissioners provided updates on their Board approved projects including the Creekside Community Care project, Data Accessibility project, and One Water Pitch video contest project. The next meeting is scheduled for Wednesday, January 28, 2026.



Youth Commissioners participate in a bingo icebreaker to help members get to know one another.

CREEK STEWARDSHIP

In November, Adopt-A-Creek program partners organized seven creek cleanups along Guadalupe Creek, Lower Silver Creek, Madrone Channel, Regnart Creek, and San Tomas Aquino Creek. These cleanups engaged a total of 91 volunteers and removed 637 pounds of trash from 3.32 miles of Santa Clara County waterways.

3.32 miles cleaned
92.37 fiscal year-to-date

637 pounds of trash and recyclables
33,390 fiscal year-to-date

91 volunteers
2,197 fiscal year-to-date

EDUCATION OUTREACH

In November, staff reached youth from kindergarten through 6th grade through classroom lessons and field trips. Staff visited classrooms to engage students in learning, discussion, and activities regarding pollution prevention and water conservation. In addition, 5th-grade students from Monticello Academy in Santa Clara visited the Alamitos Outdoor Classroom at Valley Water Headquarters to learn about percolation ponds, steelhead trout, and pollution prevention in our watershed.

491 youth
3,439 fiscal year-to-date

22 classroom lessons
132 fiscal year-to-date

1 field trip
7 fiscal year-to-date



Sixth-grade students at South Valley Middle School in Gilroy learn about how Valley Water serves Santa Clara County before engaging in activities regarding plastic pollution and water conservation.

SAFE, CLEAN WATER GRANTS AND PARTNERSHIPS

Refill Station Grants

Closeouts:

- **Morgan Hill Unified School District – Barrett Elementary School, Los Paseos Elementary School, and PA Walsh STEAM Academy:** Through three FY25 $5,000 Safe, Clean Water F9 Refill Station Grants, Morgan Hill Unified School District installed three refill stations at Barrett Elementary School in Morgan Hill, Los Paseos Elementary School in San José, and PA Walsh STEAM Academy in Morgan Hill.

Continued on back .

Since their installations, Barrett Elementary School's refill station has filled 8,617 water bottles to date, Los Paseos Elementary School's refill station has filled 19,759 water bottles to date, and PA Walsh STEAM Academy's refill station has filled 7,000 water bottles to date.

Mini-Grants

Awards:

- **Compasspoint Mentorship – Vasona Lake County Park - Pier Bathroom and YSI Murals:** Through a $10,000 FY26 Safe, Clean Water F9 Mini-Grant, the grantee will install two murals at two locations within Vasona Lake County Park in Los Gatos. Each mural will be designed with input from the community led by a local artist and will display elements of local flora and fauna. The Grantee will host a week-long youth camp including activities like mural painting, educational discussions of the park's ecosystem, and trash cleanups.

Site Visits:

- **Bay Ridge Trail Council – Ridge Trail Service Day:** On November 8, staff attended Bay Area Ridge Trail Council's Ridge Trail Service Day at the Sierra Vista Open Space Preserve in San José. The Project was partially funded by a $10,000 Safe, Clean Water F9 Mini-Grant. Approximately 15 volunteers supported environmental stewardship and improved flood protection by clearing overgrown vegetation and shaping an outer slope along the hiking path, helping water drain safely down the hillside rather than pooling on the trail. Volunteers also widened the walking path by carefully digging into the hillside, creating a safer and more accessible route for hikers.



Staff join volunteers at Sierra Vista Open Space Preserve in San José for Ridge Trail Service Day to clear vegetation and improve trail drainage and safety.

Standard Grants

Closeouts:

- **Saved By Nature – Headwaters to the Bay Project:** Through a FY22 $84,001.58 Safe, Clean Water F9 Standard Grant, the Grantee completed its Headwaters to the Bay Project, advancing watershed stewardship across Santa Clara County through 12 guided interpretive hikes and six river and creek beautifications. The Project emphasized "Leave No Trace" principles, watershed education aligned with Next Generation Science Standards, and provided outreach and staff support for disadvantaged communities. Activities engaged 300 hike participants, recruited 97 volunteers who contributed 180 hours and removed 1,470 pounds of litter, and delivered six community outreach events that distributed reusable water bottles, educational guides, and trail maps.
- **West Valley Stormwater Authority – School Site Stormwater Quality Leadership Program:** Through a FY23 $44,000 Safe, Clean Water F9 Standard Grant, the Grantee completed a stormwater education program at Louise Van Meter Elementary and Rolling Hills Middle School. The Project engaged 360 students and five teachers, conducted 10 storm drain inspections, analyzed 10 certified stormwater samples, implemented best management practices, developed two School Site Stormwater Pollution Prevention Plans, and delivered two student presentations to school communities, including local decision-makers. Teachers also received training and materials to continue stormwater and watershed education beyond the grant term.

WATER 101 ACADEMY

Valley Water is now accepting applications for the 2026 Water 101 Academy, a free program that educates community members on local water issues and Valley Water's role in providing safe, clean water. Applications are due Friday, January 9, 2026. Interested individuals can learn more and apply at valleywater.org/water101.

LOOKING AHEAD

Silicon Valley Advanced Water Purification Center Tours & Presentations:

DEC 2 — Landscape Committee

DEC 3 — Backflow Prevention Specialists, Inc.

NOV 30 - DEC 21 — Silicon Valley Advanced Water Purification Center Maintenance Shutdown

Education Outreach Programs:

DEC 1 — Mount Pleasant Voices College-Bound Academies

DEC 2 — Saint Andrew's Episcopal School

DEC 4 — Blue Hills Elementary School

DEC 8 — Russo/McEntee Academy

DEC 9 — Washington Open Elementary School at Alamitos Outdoor Classroom

DEC 10 — French American School of Silicon Valley

DEC 11 — South Peninsula Hebrew Day School

DEC 15 — Campbell School of Innovation

DEC 16 — Oster Elementary School at Alamitos Outdoor Classroom

DEC 17 — Blue Hills Elementary School

DEC 18 — Oster Elementary School at Alamitos Outdoor Classroom

Water 101 Academy:

JAN 9 — Deadline to apply to the Water 101 Academy

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SUMMARY FOR NOVEMBER 2025

Office of Government Relations

Valley Water

FEDERAL ADVOCACY EFFORTS

Staff Seeks Opportunities to Advance Valley Water Priorities in 2026

As 2025 comes to a close, staff has begun advocacy planning for the new year. There are several pieces of relevant legislation that could advance in Congress in 2026, and staff has been in discussions with congressional staff and other interested parties to ensure that Valley Water priorities are represented. These include: the Water Resources Development Act, which staff is hoping will include improvements to the Water Infrastructure Finance and Innovation Act (WIFIA) Program and the Corps Water Infrastructure Financing Program; a surface transportation bill that could include new funding for the Sisk Dam Raise Project; permitting reform legislation that may help provide more certainty for infrastructure projects; and fiscal year 2026 appropriations that includes congressionally-directed spending for the Pure Water Silicon Valley. Staff will continue to seek opportunities to advance Valley Water interests as each of these bills advance.

STATE ADVOCACY EFFORTS



California State Capitol.

Preparing for the 2026 State Legislative Session

As the 2026 legislative session approaches, staff is preparing to engage on state issues that advance Valley Water's priorities. Efforts will focus on the implementation of Proposition 4 (2024), ensuring that upcoming budget appropriations support funding for dam safety, recycled water, and climate resilience projects. Staff will also pursue direct appropriations for key Valley Water projects and continue advocating for regulatory improvements to expedite local project delivery and enhance coordination with state agencies. Through these efforts, staff will continue to pursue every available opportunity in the 2026 legislative cycle to advance the region's water supply reliability and climate resilience goals.

LOCAL ADVOCACY AND ENGAGEMENT EFFORT

San Jose Councilmember Michael Mulcahy Visits the Silicon Valley Advanced Water Purification Center (SVAWPC)

On Nov. 5, Valley Water staff hosted San Jose District 6 Councilmember Michael Mulcahy and his team at the SVAWPC. Vice Chair Santos welcomed the group and Valley Water staff provided a presentation on purified water before leading the Councilmember and his staff on a walking tour of the facility. Councilmember Mulcahy and the District 6 team were able to see firsthand the purification processes and learn more about water reuse and its benefits.



Nov. 5: Councilmember Mulcahy, Vice Chair Richard P. Santos, Water Utility Chief Aaron Baker, along with Council District 6 staff and Valley Water staff.

Valley Water Hosts Assemblymember Alex Lee's Inaugural Young Legislators Program

On Nov. 8, Valley Water staff hosted Assemblymember Alex Lee's Young Legislators Program at the Silicon Valley Advanced Water Purification Center (SVAWPC). Assemblymember Lee's Young Legislators Program provides high school students with opportunities to learn more about government and civic engagement and a visit to the SVAWPC was included as part of this year's pilot program. Vice Chair Santos welcomed the group of ten students and the visit included a walking tour of the facility, as well as a classroom-style chat and Q&A with Valley Water State Government Relations staff on identifying challenges, developing policy and legislative solutions, and collaborating with state partners to advance water reliability and sustainability.



Nov. 8: Vice Chair Richard P. Santos with the Young Legislators Program, along with Assemblymember Lee's district staff and Valley Water staff.

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Environmentally Focused Partners Meeting

On Nov. 18, Chair Estremera kicked off the last environmentally focused partners meeting of the year hosted by Valley Water. Chair Estremera and Director Ballard greeted a diverse cross-section of environmental leaders at the virtual meeting and participated in the roundtable discussion with attendees and Valley Water staff. Valley Water staff provided an overview of the ongoing West Valley and Lower Peninsula Watershed Planning, followed by an informational presentation and update on the Santa Clara County Climate Collaborative by the County of Santa Clara's Office of Sustainability and Resilience.



Nov. 18: A partner presentation from the County of Santa Clara's Office of Sustainability and Resilience.

2025 State Legislation with Board-Approved Positions

Bill (Author)	Subject	Position	Status
AB 11 (Lee)	The Social Housing Act	Support	Pending - Senate Housing Committee (2 Yr Bill)
AB 259 (Blanca Rubio)	Open Meetings Teleconferences	Support	Pending - Senate Judiciary Committee (2 Yr Bill)
AB 269 (Bennett)	Dam Safety and Climate Resilience Local Assistance Program	Oppose	Pending - Assembly Water, Parks & Wildlife Committee (2 Yr Bill)
AB 454 (Kalra)	Migratory Birds: California Migratory Bird Protection Act	Support	Signed by the Governor
AB 514 (Petrie-Norris)	Emergency Water Supplies	Support	Pending - Assembly Appropriations Committee - Suspense File (2 Yr Bill)
AB 532 (Ransom)	Water Rate Assistance Program	Support	Pending - Senate Appropriations Committee - Suspense File (2Yr Bill)
AB 707 (Soria)	San Luis and Delta-Mendota Water Authority: B.F. Sisk Dam Raise and Reservoir Expansion Project	Support	Pending - Assembly Rules Committee (2 Yr Bill)
AB 810 (Irwin)	Local Government Internet Websites and Email Addresses	Oppose	Pending - Assembly Appropriations Committee - Suspense File (2 Yr Bill)
AB 1319 (Schultz)	Protected species: California Endangered Species Act	Oppose Unless Amended	Signed by the Governor
SB 31 (McNerney)	Water Quality: recycled water	Support	Signed by the Governor
SB 72 (Caballero)	The California Water Plan: Long-Term Supply Targets	Support	Signed by the Governor
SB 454 (McNerney)	State Water Resources Control Board: PFAS Mitigation Program	Support	Vetoed by the Governor
SB 466 (Caballero)	Drinking water: hexavalent chromium: civil liability: exemption	Support	Signed by the Governor
SB 496 (Hurtado)	Advanced Clean Fleets Regulation: appeals advisory committee: exemptions	Support	Pending - Senate Appropriations Committee - Suspense File (2 Yr Bill)
SB 598 (Durazo)	Construction Manager/General Contractor Project Delivery Method	Support	Signed by the Governor
SB 599 (Caballero)	Atmospheric rivers: research: forecasting methods: experimental tools	Support	Pending - Assembly Appropriations - Suspense File (2 Yr Bill)
SB 601 (Allen)	Water: waste discharge	Oppose Unless Amended	Pending - Assembly Appropriations Committee - Suspense File (2 Yr Bill)
SB 650 (Cabaldon)	The Sacramento-San Joaquin Delta Reform Act of 2009	Support	Signed by the Governor
SB 682 (Allen)	Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances	Support	Vetoed by the Governor
SB 695 (Cortese)	Transportation: climate resiliency: projects of statewide and regional significance	Support	Signed by the Governor
SB 753 (Cortese)	Special business regulations: shopping carts	Support	Signed by the Governor

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2025 Federal Legislation with Board-Approved Positions

Bill (Author)	Subject	Position	Status
S. 322 (Padilla)	Improving Atmospheric River Forecasting Act	Support	Introduced
H.R. 1267 (Gluesenkamp Perez)	Water Systems PFAS Liability Protection Act	Support	Introduced
H.R. 403 (Swalwell)	Preventing Our Next Natural Disaster Act	Support	Introduced
H.R. 1382 (Huffman)	San Francisco Bay Restoration Program Technical Correction Act	Support	Reported Out of Committee
H.R. 605 (Costa)	Headwaters Protection Act of 2025	Support	Introduced
H.R. 1871 (Huffman) S. 857 (Curtis)	Water Conservation Rebate Tax Parity Act of 2025	Support	Introduced
H.R. 1894 (Calvert)	Federally Integrated Species Health (FISH) Act	Support	Introduced
H.R. 2594 (Crawford)	Water Risk and Resilience Organization Establishment Act	Support	Introduced
H.R. 2344 (Schakowsky) S. 1118 (Markey)	Water Information Sharing and Analysis Center (WaterISAC) Threat Protection Act	Support	Introduced
H.R. 2766 (Fallon)	Special District Fairness and Accessibility Act	Support	Introduced
H.R. 2774 (Harder)	Safeguarding Our Levees Act	Support	Introduced
S. 1760 (Curtis)	Restoring WIFIA Eligibility Act	Support	Introduced
H.R. 2907 (Stanton)	Save Building Resilient Infrastructure and Communities (Save BRIC) Act	Support	Introduced
S. 324 (Rosen)	Smarter Weather Forecasting for Water Management, Farming, and Ranching Act of 2025	Support	Introduced
S. 1481 (Wicker)	Lifting Our Communities through Advance Liquidity for Infrastructure (LOCAL Infrastructure) Act	Support	Introduced
H.R. 1255 (Kustoff)	Investing in Our Communities Act	Support	Introduced
S. 1246 (Tillis)	FEMA Independence Act of 2025	Support	Introduced
H.R. 4733 (Sorensen)	Low-Income Household Water Assistance Program Establishment Act	Support and Amend	Introduced
H.R. 3572 (Valadao)	Farm to Market Road Improvement Act	Support and Amend	Introduced
S. 1413 (Padilla)	To authorize additional funding for the San Joaquin River Restoration Settlement Act	Support	Support
S. 1477 (Padilla) H.R. 2945 (Lieu)	Housing for All Act of 2025	Support and Amend	Introduced
H.R. 337 (Costa)	Groundwater Technical Assistance Act	Support	Introduced
H.R. 338 (Costa)	Every Drop Counts Act	Support	Introduced

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Santa Clara Valley Water District

File No.: 25-0900

Agenda Date: 12/9/2025
Item No.: 13.1.

BOARD AGENDA MEMORANDUM

Government Code Section 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A)

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

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

SUMMARY:
This item provides the Board an opportunity to review the Fiscal Year 2025 Board Policy Planning Calendar (FY26 Board Calendar) and identify appropriate items for Board Committee work plans for discussion and feedback to the Board.

The current FY26 Board Calendar containing the Board work plan items is attached for Board review.

ENVIRONMENTAL JUSTICE IMPACT:
The FY26 Board Calendar is not subject to environmental justice analysis.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

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

ATTACHMENTS:
Attachment 1: FY26 Board Calendar

UNCLASSIFIED MANAGER:

Candice Kwok-Smith, 408-630-3139

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Protect and maintain existing assets and infrastructure and advance new projects.														
2.	Improve internal capability to negotiate and acquire regulatory permits.														
3.	Educate and engage the community, elected officials and interested parties on our management of water resources in Santa Clara County.	Joint meeting with City of San Jose			S										
		Environmental Stakeholder Meeting	Environmental Stakeholder Working Group		C			C			C			C	
4.	Explore and pursue diversified, sustainable and cost-effective water storage opportunities.	Sites Reservoir	WSDM Committee		C		C				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	WSDM Committee												
6.	Lead Purified Water Efforts with committed partners.	Potable Reuse Partnership with City of San Jose	RWC, JRWPAC	C	C / S	C			C		C / R	C	C	C	C / R
7.	Complete the Anderson Dam Seismic Retrofit Project.														
8.	Make water conservation a California way of life in Santa Clara County.	Water Conservation Program Updates	WSDM Committee		C		C					C			C
9.	Protect people and property from flooding in all regions of the County, by applying a comprehensive, integrated watershed management approach that balances environmental quality, environmental justice, sustainability, and cost.	Watershed Master Plans	Board Policy and Monitoring Committee							C					C
		Stream Maintenance Program (SMP3) EIR								R					
10.	Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity in all regions of the County.														

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

11-20-2025

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
11.	Protect creeks, bay, and other aquatic ecosystems from threats of pollution and degradation.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
12.	Complete and implement the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) agreement.	FAHCE Implementation Update	Stream Planning and Operations Committee					C			C			C	
		Project Site Visits	Stream Planning and Operations Committee											C	
13.	Protect waterways and facilities from encampment impacts while collaborating with community partners and supporting regional efforts to reduce homelessness.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
14.	Protect the safety of Valley Water staff, residential neighbors, and unsheltered individuals by working independently and in partnership with law enforcement agencies.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
15.	Address future impacts of extreme weather events to Valley Water's mission and operations.	Greenhouse Gas Reduction Plan	Board Policy and Monitoring Committee								R				
16.	Maintain appropriate staffing levels and expertise, prioritize the safety of our staff, and build and sustain a collaborative working environment for all staff and partners while ensuring fair employment.														
17.	Provide affordable and cost-effective level of services.	Grant Status Update Reports		R		R		R		R		R		R	
		Annual Audit Workplan Approval	Board Audit Committee					C	R						
18.	Other Notable Policy and Board Actions	Legislative Proposals and Guiding Principles						R							

Items Regularly Monitored by Board		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	BAO Performance	X						X					
2.	BAO Compensation												X/R
3.	Board Expense Report	R			R			R			R		

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

11-20-2025

Santa Clara Valley Water District

File No.: 25-0952

Agenda Date: 12/9/2025
Item No.: *13.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Election of Board Chairperson and Vice Chairperson for Calendar Year 2026.

RECOMMENDATION:
Nominate and elect a new Chairperson and Vice Chairperson for Calendar Year 2026.

SUMMARY:
Per Board Governance Policy GP-5.3 (Attachment 1) the Board of Directors elects both the Chairperson (Chair) and Vice Chairperson (Vice Chair) by majority vote for the following year as the last business item during the last board meeting in December.

The newly elected Chair and Vice Chair will assume their roles starting at the first Board meeting in January 2026.

Per Board Governance Policy 5.3.2, the Clerk of the Board is responsible for maintaining a record of Board members who have served as Chair and Vice Chair. The historical record is provided for the Board's reference (Attachment 2).

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice and equity impacts associated with the election of a new Chairperson and Vice Chairperson for the calendar year of 2026. This action is unlikely to or will not result in adverse impacts and is not associated with an equity opportunity.

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: Board Governance Policy GP-5.3
Attachment 2: Chair and Vice Chair Term History
*Handout 13.2-A: Director Ballard

UNCLASSIFIED MANAGER:
Candice Kwok-Smith, 408-630-3193

Governance Policies of the Board

Title: Chairperson's Role Category: Governance Process		
Policy No. GP-5	Adopted: September 7, 1999 Chair: Larry Wilson	Latest Revision: September 12, 2023 Chair: John L. Varela
The Board of Directors revised and adopted this policy at its public meeting on the latest revision date.		

The Chairperson assures the integrity of the Board's process and represents the Board to outside parties.

Accordingly:

5.1. The job result of the Chairperson is that the Board behaves consistently with its own policies and those legitimately imposed upon it from outside the organization.

5.2. The authority of the Chairperson consists in making decisions that fall within topics covered by Board policies on Governance Process and Board Appointed Officer Linkage, with the exception of (a) employment or termination of a BAO and (b) where the Board specifically delegates portions of this authority to others. The Chairperson is authorized to use any reasonable interpretation of the provisions in these policies.

5.2.1. The Chairperson is empowered to chair Board meetings with all the commonly accepted power of that position (e.g., ruling, recognizing).

5.2.2. The Chairperson is empowered to modify previously approved Board Standing Committee work plans and agendas in the event returning to the Board would delay distribution of Standing Committee meeting materials.

5.2.3. The Chairperson has no authority to make decisions about policies created by the Board within Ends and Executive Limitations policy areas. Therefore, the Chairperson has no authority to supervise or direct the BAOs.

5.2.4. The Chairperson may represent the Board to outside parties in announcing Board-stated positions and in stating Chair decisions and interpretations within the area delegated to her or him.

5.2.5. The Chairperson may delegate this authority but remains accountable for its use.

5.2.6. The Chairperson will determine, in concert with the CEO as necessary, whether to place on an agenda consideration of documents of support or recognition (e.g., resolutions, commendations, certificates of appreciation, etc.) for individuals, organizations or efforts in the

community by evaluating whether the individual, organization or effort has a clear nexus to issues relevant to the District.

5.2.6.1. A Board member may, at his or her discretion, request the CEO to prepare for the Board member's signature a Certificate of Appreciation for an individual, organization, or effort. The Chair may also sign the certificate.

5.2.6.2. No more than three Board members may sign one of the above-mentioned documents, unless the action was approved by the Board at a Board meeting.

5.2.6.3. Should there be disagreement between the Chair and a Board member over a request for placement of any of the above-mentioned documents on an agenda, the Board member may request that the matter be placed on the next available Board agenda for consideration.

5.2.7. The Chair may add agenda items to agendas.

5.2.8. The Chair may execute documents on behalf of the Board using electronic and/or digital signatures (such as DocuSign) as allowed by law in lieu of handwritten signatures, including the following Board-approved documents:

Agreements
Agreement Amendments
Contracts
Resolutions (excluding Resolutions of Appreciation) Ordinances
Board Meeting Minutes
Letters

5.3. The Board of Directors elects both the Chairperson (Chair) and Vice Chairperson (Vice Chair) of the Board by a majority vote.

5.3.1. The election of the following year's Chair and Vice Chair will take place as the last business item at the last Board Meeting in December.

5.3.2. The Clerk of the Board shall maintain the list of Board member service as Chair or Vice Chair.

SANTA CLARA VALLEY WATER DISTRICT
HISTORY OF BOARD CHAIR AND VICE CHAIR TERMS

Chair			Vice Chair		
Year	**Director**	**District**	**Year**	**Director**	**District**
1975	R. Sapp	3	1975	C. Rush	Appointed/South
1976	J. Lenihan	5	1976	C. Rush	Appointed/South
1977	C. Rush	Appointed/South	1977	M. Dullea	4
1978	M. Dullea	4	1978	P. Ferraro	2
1979	P. Ferraro	2	1979	L. Peralta	Appointed/North
1980	L. Peralta	Appointed/North	1980	J. Lenihan	5
1981	J. Lenihan	5	1981	A. Pfeiffer	1
1982	A. Pfeiffer	1	1982	S. Sanchez	Appointed/South
1983	S. Sanchez	Appointed/South	1983	R. Gross	3
1984	R. Gross	3	1984	J. Donohue	4
1985	J. Donohue	4	1985	A. Fisher	Appointed/North
[i]1986	A. Fisher	Appointed/North	1986	J. Pandit	1
1986 (2/4)	P. Ferraro	2	1986	J. Pandit	1
1987	J. Lenihan	5	1987	J. Pandit	1
1988	J. Pandit	1	1988	J. Judge	Appointed/North
1989	J. Judge	Appointed/North	1989	S. Sanchez	Appointed/South
1990	S. Sanchez	Appointed/South	1990	R. Gross	3
1991	R. Gross	3	1991	P. Ferraro	2
1992	P. Ferraro	2	1992	J. Pandit	1
1993	J. Donohue	4	1993	J. Lenihan	5
1994	J. Lenihan	5	1994	R. Kamei	1
1995	R. Kamei	1	1995	J. Judge	Appointed/North
1996	J. Judge	Appointed/North	1996	S. Sanchez	Appointed/South
1997	S. Sanchez	Appointed/South	1997	R. Gross	3
1998	R. Gross	3	1998	L. Wilson	4
1999	L. Wilson	4	1999	G. Zlotnick	5
2000	G. Zlotnick	5	2000	T. Estremera	Appointed/North
2001	T. Estremera	Appointed/North	2001	R. Kamei	1
2002	R. Kamei	1	2002	J. Judge	2
2003	S. Sanchez	Appointed/South	2003	J. Judge	2
2004	J. Judge	2	2004	R. Santos	3
2005	R. Santos	3	2005	L. Wilson	4
2006	L. Wilson	4	2006	T. Estremera	Appointed/North
2007	T. Estremera	Appointed/North	2007	G. Zlotnick	5
[2]2007	T. Estremera	Appointed/North	2007	R. Kamei	1
2008	R. Kamei	1	2008	S. Sanchez[3]	Appointed/South
2009	S. Sanchez	Appointed/South	2009	J. Judge	2
[4]2010	R. Santos	3	2010	L. Wilson	4
[5]2010	R. Santos	3	2010	D. Gage	1
2011	D. Gage	1	2011	L. LeZotte	4
[6]2012	L. LeZotte	4	2012	P. Kwok	5
2013	N. Hsueh	5	2013	T. Estremera	6
2014	T. Estremera	6	2014	B. Schmidt	7
2015	G. Kremen	7	2015	D. Kennedy	1

2015	G. Kremen	7	2015[7]	B. Keegan	2
2016	B. Keegan	2	2016	J. Varela	1
2017	J. Varela	1	2017	R. Santos	3
2018	R. Santos	3	2018	L. LeZotte	4
2019	L. LeZotte	4	2019	N. Hsueh	5
2020	N. Hsueh	5	2020	T. Estremera	6
2021	T. Estremera	6	2021	G. Kremen	7
2022	G. Kremen	7	2022	J. Varela	1
[8]2022	J. Varela	1	2022	[9]B. Keegan	2
2023	J. Varela	1	2023	B. Keegan	2
2024	N. Hsueh	5	2024	R. Santos	3
2025	T. Estremera	6	2025	R. Santos	3

[i] A. Fisher's term completed February 1986.
[2] G. Zlotnick resigned July 2007; R. Kamei elected Vice Chair for remainder of 2007.
[3] J. Judge passed on his Vice Chair rotation for 2008.
[4] J. Judge passed on his Chair rotation for 2010.
[5] L. Wilson's term completed 12/3/10; D. Gage elected Vice Chair 12/14/10 for remainder of 2010.
[6] Beginning 2012, Chair and Vice Chair rotate from member to member in numerical order continuing from the 2010 rotation.
[7] D. Kennedy resigned in November 2015; B. Keegan elected Vice Chair for remainder of 2015.
[8] G. Kremen delegated his authority to J. Varela (Chair Pro Tem) for duration of investigation 3/16/22.
[9] B. Keegan elected Vice Chair Pro Tem 6/14/22

Valley Water

MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Shiloh Ballard

SUBJECT: 12/09/25 Board Meeting (Agenda Item 13.1)

DATE: December 8, 2025

As we reach the last meeting of the year, I wanted to send a brief note of thanks to those of you who have been making sure I get up to speed as quickly as possible. It is a privilege to serve as a democratically elected representative for the Water District. I look forward to continuing working with you all to make sure our water supply and quality is plentiful, safe, and secure.

I also wanted to share my thoughts on the upcoming meeting.

Board Leadership (Agenda Item 13.1)
At the next board meeting, we are slated to elect the chair and vice chair. This can be contentious. For that reason, I've detailed what I look for in a chair so that there is little mystery as to why I may vote a certain way. In board leadership, I look for someone(s) who:

- Runs efficient meetings and is a good facilitator of board conversation
- Reads their briefing materials, is prepared, pays attention, and is able to follow the discussion
- Has a solid understanding of the District
- Is not preoccupied with their own agenda and has the District as a whole at heart
- Stays on topic, doesn't ramble, and communicates concisely
- Understands that Valley Water staff is one of the most important assets this Agency has and communicates in a way that reflects that
- Keeps the Board focused and as a result, staff focused
- Has the time and attention to devote to the role and can project manage where appropriate
- Is self-aware, sensitive to the space they take up, and can work well with others
- Can represent the district well to the media and in public settings, meaning they communicate concisely and as a representative of the Board's perspective

This is not an exhaustive list but includes some of the things that are top of mind for me when selecting board leadership.

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Santa Clara Valley Water District

File No.: 25-1075

Agenda Date: 12/9/2025
Item No.: *14.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Board Member Reports/Announcements - Director Ballard.

ATTACHMENTS:
*Handout 14.1-A: Director Ballard

Valley Water

MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Shiloh Ballard

SUBJECT: 12/09/25 Board Meeting (Agenda Item 14)

DATE: December 8, 2025

As we reach the last meeting of the year, I wanted to send a brief note of thanks to those of you who have been making sure I get up to speed as quickly as possible. It is a privilege to serve as a democratically elected representative for the Water District. I look forward to continuing working with you all to make sure our water supply and quality is plentiful, safe, and secure.

I also wanted to mention something pertaining to the previous meeting.

Watershed Capital Program and Prioritization
At the last board meeting, staff sought feedback on ways to rejigger several watershed projects. While I overall agree with the direction, I wanted to reiterate my comments.

Bear with me as I repeat much of what our staff and Board already knows, but growth impacts (water use, air pollution, energy demands, species extinction, etc) all come back to land use. How and where we grow dictates our environmental footprint.

As it relates to flood protection projects (the bulk of what we were talking about) if we as an agency do not prioritize, even more, influencing how cities grow, we will always be in reactive mode, mitigating the impacts of poor land use decisions others make. Those decisions externalize environmental costs and force us to clean up their mess.

The City of San Jose is currently updating its general plan. This is an opportunity, as are policy tools like MWENDO.

From my personal experience, when I was first on the General Plan Task Force, a tremendous amount of growth was envisioned for Coyote Valley. That growth would have been disastrous for many of the essential functions nature plays for flood protection, fish, and more. Then, in the next general plan update, we voted to shift a lot of that planned growth out of Coyote Valley. Fast forward to today and through leadership of the former Mayor, Committee for Green Foothills, legislation from Assemblymember Ash Kalra, the Santa Clara Valley Open Space Authority, and the Peninsula Open Space Trust, Coyote Valley is envisioned to be a totally different place. Acquisition of properties is well underway.

This was not an accident. Agencies like ours used their clout to influence the City of San Jose, successfully.

I understand this approach isn’t a “project” as conventionally defined. But I wanted to take the opportunity to elaborate on my comments. I know my perspective isn't new and that the Board has already played a role historically in finding ways to positively impact city growth decisions. That said, I wanted to add my voice to this line of thinking. A policy approach to impact land use can result in us not having to develop and fund “projects" if we further prioritize and resource this approach.

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