



Santa Clara Valley Water District Board of Directors Meeting

Teleconference Zoom Meeting

***AMENDED/APPENDED**
AMENDED 4:00 PM CLOSED SESSION AND 6:00 PM
REGULAR MEETING
AGENDA

Tuesday, June 22, 2021
4:00 PM

***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
Gary Kremen, Vice Chair - District 7
John Varela - District 1
Barbara Keegan - District 2
Richard P. Santos - District 3
Linda J. LeZotte - District 4
Nai Hsueh - District 5

During the COVID-19 restrictions, 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, or through a link in the Zoom Chat Section during the respective meeting. 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) 265-2600.

RICK L. CALLENDER, ESQ.
Chief Executive Officer

MICHELE L KING, CMC
Clerk of the Board
(408) 265-2600
Fax (408) 266-0271
www.valleywater.org

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

Santa Clara Valley Water District

Board of Directors

***AMENDED/APPEDED AGENDA**

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

Tuesday, June 22, 2021

4:00 PM

Teleconference Zoom Meeting

IMPORTANT NOTICES

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by members of the Board of Directors, District staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Members of the public wishing to address the Board during a video conferenced meeting on an item not listed on the agenda, or any item listed on the agenda, should use the "Raise Hand" tool located in Zoom meeting link listed on the agenda. Speakers will be acknowledged by the Board Chair in the order requests are received and granted speaking access to address the Board.

Santa Clara Valley Water District (District), in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in District Board meetings to please contact the Clerk of the Board's office at (408) 630-2711, at least 3 business days before the scheduled District Board meeting to ensure that the District may assist you.

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 the District 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 <http://emmas.msrbo.org/> and <https://www.valleywater.org/how-we-operate/financebudget/investor-relations>, respectively.

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

Join Zoom Meeting:

<https://valleywater.zoom.us/j/81127097622>

Meeting ID: 8112 709 7622

Join by Phone:

1 (669) 900-9128, 81127097622#

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME CERTAIN:

4:00 PM

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

- 2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
INITIATION OF LITIGATION
Government Code Section 54956.9(d)(4)
One Potential Case

[21-0645](#)

- 2.2. CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: CEO, District Counsel and Clerk of the Board

[21-0664](#)

6:00 PM

Rejoin Zoom Meeting:

<https://valleywater.zoom.us/j/81127097622>

Meeting ID: 8112 709 7622

Join by Phone:

1 (669) 900-9128, 81127097622#

- 2.3. District Counsel Report on Closed Session.

- 2.4. Pledge of Allegiance/National Anthem.

2.5. Orders of the Day.

- A. *Approximate Discussion Time (Board); and*
- B. *Adjustments to the Order of Agenda Items.*

2.6. 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 on any item not listed on the agenda should access the "Raise Hand" tool located in Zoom meeting link listed on the agenda. Speakers will be acknowledged by the Board Chair in order requests are received and granted speaking access to address the Board. Speakers comments should be limited to three minutes or as set by the Chair. The law does not permit Board action on, or extended discussion of, any item not on the agenda except under special circumstances. If Board 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 may take action on any item of business appearing on the posted agenda.

2.7. Presentation of the Santa Clara Valley Water District Youth Commission's (Youth Commission) Accomplishments Report and Recognition of the 2021 Outgoing Youth Commission Members.

[21-0613](#)

- Recommendation:
- A. Receive and accept the Youth Commission's Accomplishments Report; and
 - B. Acknowledge and recognize the 2021 outgoing Youth Commission Members.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: YC's Accomplishments Report](#)
[Attachment 2: Certificates of Recognition](#)

Est. Staff Time: 20 Minutes

*2.8. Consider Santa Clara Valley Water District Youth Commission's Recommendation for Blossom Hill Annex Pilot Mural Design Criteria from Commission's May 19, 2021 Meeting. (PREVIOUSLY LISTED AS ITEM 4.4)

[21-0697](#)

- Recommendation: Approve the recommendation of the Santa Clara Valley Water District Youth Commission regarding the Pilot Mural Design Criteria.

Manager: Marta Lugo, 408-630-2237

Est. Staff Time: 5 Minutes

3. CONSENT CALENDAR: (3.1 - *3.6) (Est. Time: 5 Minutes)

Notice to the public: There is no separate discussion of individual consent calendar items. Recommended actions are voted on in one motion. If an item is approved on the consent vote, the specific action recommended by staff is adopted. Items listed in this section of the agenda are considered to be routine by the Board, or delegated to the Board Appointed Officers (BAOs) yet required by law or contract to be Board approved (EL-7.10). Any item may be removed for separate consideration at the request of a Board member. Whenever a resolution is on the consent calendar, a roll call vote will be taken on the entire calendar. Members of the public wishing to address the Board on any consent items should submit a request to speak to the Clerk of the Board.

- *3.1. Adopt Recommended Positions on State Legislation: AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program; AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances; *AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans; and Other Legislation Which May Require Urgent Consideration for a Position by the Board. [21-0700](#)

- Recommendation:
- A. Adopt a Position of "Support" on: AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program; and
 - B. Adopt a Position of "Support" on: AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances.
 - C. *Adopt a Position of "Support" on: AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans.

Manager: Donald Rocha, 408-630-2338

Attachments: [*Original Board Agenda Memo](#)
[*Supplemental Board Agenda Memo](#)

- 3.2. Approve Amendment No. 2 to Agreement No. A4155R, with P.S. Creations, LLC for the PlateScape Project, a Safe, Clean Water FY 2018 Priority A Water Conservation Grant Agreement for a No-cost Extension of the Agreement to June 30, 2023. [21-0526](#)

Recommendation: Approve Amendment No. 2 to Agreement No. A4155R with P.S. Creations, LLC, to extend the Agreement expiration date from June 30, 2021 to June 30, 2023, as a 24-month, no-cost extension.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Agreement A4155R](#)
[Attachment 2: P.S. Creations Agreement Amendment Request](#)
[Attachment 3: Amendment No. 1](#)
[Attachment 4: Amendment No. 2](#)

- 3.3. Approve Amendment No. 2 to Agreement No. A4153R with Trust for Conservation Innovation, doing business as Multiplier, providing a 12-month no-cost extension of the agreement expiration date from June 30, 2021 to June 30, 2022, for the Beyond Leak Detection: Evaluating Water Conservation and Leak Notification Benefits of “Smart Home” Devices Project, a Safe, Clean Water and Natural Flood Protection Program Fiscal Year 2018 Priority A Water Conservation Program Grant Agreement. [21-0527](#)

Recommendation: Approve Amendment No. 2 to Agreement No. A4153R with Trust for Conservation Innovation, doing business as Multiplier, providing a 12-month no-cost extension of the agreement expiration date from June 30, 2021 to June 30, 2022, for the Beyond Leak Detection: Evaluating Water Conservation and Leak Notification Benefits of “Smart Home” Devices Project, a Safe, Clean Water and Natural Flood Protection Program Fiscal Year 2018 Priority A Water Conservation Program Grant Agreement.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Agreement No. A4153R](#)
[Attachment 2: Amendment Request](#)
[Attachment 3: Amendment No. 1](#)
[Attachment 4: Amendment No. 2](#)

- 3.4. Approve the Agreement with MBK Engineers for the CalSim 3 Modeling to Support Climate Impact Analysis on Water Supply Project, Project No. 91151001, CAS File No. 5173, for a Not-to-exceed Fee of \$350,000. [21-0619](#)

Recommendation: Approve the agreement with MBK Engineers for CalSim 3 Modeling to Support Climate Impact Analysis on Water Supply for a not-to-exceed fee of \$350,000.

Manager: Kirsten Struve, 408-630-3138

Attachments: [Attachment 1: Agreement](#)

- 3.5. Approval of Minutes. [21-0562](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 032321 CS and Regular Meeting Minutes](#)
[Attachment 2: 040621 Special and CS Meeting Minutes](#)
[Attachment 3: 041321 CS and Regular Meeting Minutes](#)
[Attachment 4: 041421 Special and CS Meeting Minutes](#)
[Attachment 5: 041521 Special Meeting Minutes](#)

- *3.6. Accept the CEO Bulletin for the Weeks of June 4 through June 17, 2021. [21-0666](#)

Recommendation: Accept the CEO Bulletin.

Manager: Rick Callender, 408-630-2017

Attachments: [Attachment 1: 061721 CEO Bulletin](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

- 4.1. Adopt Resolution Placing in Nomination Director John L. Varela as Chair of the Association of California Water Agencies Region 5 Board. [21-0644](#)

Recommendation: Adopt the Resolution Placing in Nomination Director John L. Varela as CHAIR of the Association of California Water Agencies (ACWA) Region 5 Board.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: Resolution](#)
[Attachment 2: Role, Rules & Regulations, Election Timelines](#)

Est. Staff Time: 5 Minutes

- 4.2. Consider the May 3, 2021, Board Policy and Planning Committee Recommendations Regarding Revisions to Board Governance Ends Policy E-2: Water Supply. [21-0628](#)

Recommendation: Consider the May 3, 2021, Board Policy and Planning Committee Recommendations Regarding Revisions to Board Governance Ends Policy E-2: Water Supply.

Manager: Vincent Gin, 408-630-2633

Attachments: [Attachment 1: Draft Ends Policy E-2](#)
[Attachment 2: PowerPoint](#)

Est. Staff Time: 15 Minutes

- 4.3. Consider the March 1, 2021, Board Policy and Planning Committee Recommendations Regarding Modifications to Board Governance Ends Policy E-4: Water Resources Stewardship. [21-0594](#)

Recommendation: Consider the March 1, 2021, Board Policy and Planning Committee Recommendations Regarding Modifications to Board Governance Ends Policy E-4: Water Resources Stewardship

Manager: Lisa Bankosh, 408-630-2618

Attachments: [Attachment 1: Revised Ends Policy E-4](#)

Est. Staff Time: 5 Minutes

- 4.4. ITEM MOVED TO 2.8

- 4.5. Review Fiscal Year 2021 Board Policy Planning Calendar. [21-0127](#)

Recommendation: Review, discuss and revise the Fiscal Year 2021 Board Policy Planning Calendar.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: FY21 Board Calendar](#)

Est. Staff Time: 5 Minutes

*4.6. Board Committee Reports.

[21-0675](#)

Attachments: [*Handout 4.6-A: 052621 BAC Summary](#)
[*Handout 4.6-B: 052621 RWC Summary](#)
[*Handout 4.6-C: 060421 JRWC \(PA, MV\) Summary](#)
[*Handout 4.6-D: 060721 BPPC Summary](#)
[*Handout 4.6-E: 061621 BAC Summary](#)
[*Handout 4.6-F: 062121 WCDM Agenda](#)
[*Handout 4.6-G: 062321 RAC Agenda](#)
[*Handout 4.6-H: 062321 RWC Agenda](#)

4.7. Proposed Future Board Member Agenda Items.

5. WATER UTILITY ENTERPRISE:

- 5.1. Report of Bids Received and Award of Construction Contract to NTK Construction, Inc. for the Rinconada Water Treatment Plant Interim Site Restoration Project, Project No. 93294057, Contract No. C0670 (Los Gatos), (District 7).

[21-0625](#)

Recommendation: A. Ratify Addenda Nos. 1 and 2 to the Contract Documents for the Rinconada Water Treatment Plant Interim Site Restoration Project;
B. Award the Construction Contract to NTK Construction, Inc. in the sum of \$2,271,660; and
C. Approve a contingency sum of \$341,000 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Manager: Heath McMahon, 408-630-3126

Attachments: [Attachment 1: Addenda Nos. 1 and 2](#)
[Attachment 2: Project Delivery Process Chart](#)
[Attachment 3: Project Location Map](#)

Est. Staff Time: 5 Minutes

6. WATERSHEDS:

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

- 7.1. Proposed Adjustments and Modifications to the Good Neighbor Program: [21-0627](#)
Encampment Cleanup Project, Project F5 under the Renewed Safe, Clean Water and Natural Flood Protection Program.

Recommendation: A. Review Proposed Text Adjustments and Key Performance Indicator Modifications for Project F5: Good Neighbor Program: Encampment Cleanup under the renewed Safe, Clean Water and Natural Flood Protection Program; and
B. Consider whether to set a time and place for a public hearing on the proposed modifications to the Project.

Manager: Jennifer Codianne, 408-630-3876

Attachments: [Attachment 1: Resolution 20-64](#)
[Attachment 2: Draft Notice of Public Hearing](#)

Est. Staff Time: 10 Minutes

- 7.2. Approve Agreement with Kleinfelder, Inc. for the Purified Water Program-Preliminary Geotechnical Pipeline Alignment Project, under the Indirect Potable Water Reuse Project No. 91304001, CAS File No. 5167, for a Not-to-Exceed Fee of \$1,107,408 (Cities of Palo Alto, Mountain View, Sunnyvale, Santa Clara, San Jose and Campbell) (Districts 2, 3, 4, 5 and 7). [21-0662](#)

Recommendation: Approve the Consultant Services Agreement with Kleinfelder, Inc. for the Purified Water Program - Preliminary Geotechnical Pipeline Alignment Project, for a not-to-exceed fee of \$1,107,408.

Manager: Kirsten Struve, 408-630-3138

Attachments: [Attachment 1: Agreement](#)

Est. Staff Time: 5 Minutes

8. EXTERNAL AFFAIRS:

- 8.1. Valley Water Headquarters Campus Signage Update. [21-0572](#)

Recommendation: Receive information on the progress of the campus signage plans and consider options for the headquarters boardroom glass sign.

Manager: Rachael Gibson, 408-630-2884

Attachments: [Attachment 1: PowerPoint](#)

Est. Staff Time: 5 Minutes

9. CHIEF EXECUTIVE OFFICER:

*9.1. CEO and Chiefs' Report.

[21-0665](#)

Attachments: [*Handout 9.1-A: Office of Government Relations Update](#)

10. ADMINISTRATION:

11. DISTRICT COUNSEL:

12. ADJOURN:

12.1. Board Member Reports/Announcements.

12.2. Clerk Review and Clarification of Board Requests.

12.3. Adjourn to Regular Meeting at 1:00 p.m., on July 13, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.



Santa Clara Valley Water District

File No.: 21-0645

Agenda Date: 6/22/2021
Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
INITIATION OF LITIGATION
Government Code Section 54956.9(d)(4)
One Potential Case



Santa Clara Valley Water District

File No.: 21-0664

Agenda Date: 6/22/2021
Item No.: 2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: CEO, District Counsel and Clerk of the Board



Santa Clara Valley Water District

File No.: 21-0613

Agenda Date: 6/22/2021

Item No.: 2.7.

BOARD AGENDA MEMORANDUM

SUBJECT:

Presentation of the Santa Clara Valley Water District Youth Commission's (Youth Commission) Accomplishments Report and Recognition of the 2021 Outgoing Youth Commission Members.

RECOMMENDATION:

- A. Receive and accept the Youth Commission's Accomplishments Report; and
- B. Acknowledge and recognize the 2021 outgoing Youth Commission Members.

SUMMARY:

The Youth Commission was established to assist the board with public policy, education, outreach, and all matters impacting the Santa Clara County youth and the water district. Foster greater involvement of youth in local government to inspire and develop future public policy leaders and professionals with an awareness of issues and activities relating to water supply, conservation, flood protection, and stream stewardship.

BACKGROUND:

The Board's Advisory Committees annually report to the Board on their accomplishments of the preceding year. This item conveys the Youth Commission's accomplishment report for the 2021 school year, and also provides the opportunity for the Board to acknowledge and recognize the outgoing eight Youth Commission Members who graduated as the Class of 2021, and will no longer be eligible to participate on the Commission after August 2021.

The following Youth Commissioners are graduating this year and were recognized at the May 26, 2021, Youth Commission meeting, by Board Representatives, Valley Water Staff and fellow Youth Commissioners:

1. Ishita Verma - representing District 1 (Director Varela),
2. Colin Lim - representing District 2 (Director Keegan),
3. Elise Mullen - representing District 2 (Director Keegan),
4. Alden Hughes - representing District 5 (Director Hsueh),
5. Michael Zhao - representing District 5 (Director Hsueh),
6. Kathryn Bravo - representing District 6 (Director Estremera),
7. Tammy Cao - representing District 6 (Director Estremera), and
8. Arushi Saxena - representing District 7 (Director Kremen).

Copies of the Certificates of Recognition presented to the Commissioners are attached as information.

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: Youth Commission's Accomplishments Report

Attachment 2: Certificates of Recognition

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
Quarterly Meeting Accomplishments for 2020-2021		
1	Election of Chair and Vice Chair	<u>Accomplished August 26, 2020:</u> The Youth Commission elected Michael Zhao by roll call and majority vote as Youth Commission Chair and Ishita Verma was elected by roll call majority vote as Youth Commission Vice Chair.
2	Oath of Office - Youth Commission Members	<u>Accomplished August 26, 2020:</u> The Oath of Office was administered to the following Youth Commissioners: Paula Escobar, Colin Lim, Soren Ryan-Jensen, Mathew Walsh, Aroshi Ghosh, Vedant Janapaty, Hillary Chang, Nilansh Dey Ghosh <u>Accomplished October 10, 2020:</u> The Oath of Office was administered to the following Youth Commissioners: Anousha Athreya, Anika Kulkarni, Vaibhavi Kulkarni <u>Accomplished February 24, 2021:</u> The Oath of Office was administered to the following Youth Commissioner: Yehchan Martin Kim. <u>Accomplished May 19, 2021</u> The Oath of Office was administered to the following Youth Commissioner: Ana Torrico.

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
3	Youth Commission Annual Retreat	<p><u>Accomplished October 10, 2020:</u> Due to the global COVID-19 pandemic, the annual retreat was held via Zoom. 17 of the 20 youth commissioners were in attendance. Staff planned several team building activities to allow the commissioners to get to know each other better. The youth commissioners convened in their working groups and drafted their 2021 workplan for the year. Three new commissioners were also sworn in during the retreat. Valley Water Board Chair Nai Hsueh provided opening remarks and CEO Rick Callender helped to close out the retreat with hopes for the upcoming year.</p>
4	<p>Working Groups Update</p> <ul style="list-style-type: none"> • Adopt-A-Bench • Creek Stewardship • Job Shadowing & Mentorship • Youth Citizen Science Network • Communications/Public Outreach 	<p><u>Accomplished August 26, 2020:</u> The Youth Commission reported on the following activities: Chair Michael Zhao reported on behalf of the Career Shadowing and Mentorship Working Group stating that the February 2020 Job Shadow Day was a great success.</p> <p>Ricardo Barajas reporting for the Creek Stewardship Working Group, that every Saturday in September, Californians will take to their streets, sidewalks, and parks for this year's socially-distanced coastal cleanup.</p> <p>Janet Hedley reported on behalf of the Youth Citizen Science Network Working Group needing to get input for upcoming activities and projects.</p> <p>Peggy Lam gave an update on the Adopt-A-Bench project of the 7 benches in each District and showed approved artwork designed by guest artist Mr. Paul J. Gonzalez.</p>

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		<p>The Youth Commission took no action.</p> <p><u>Accomplished November 18, 2020:</u> The Youth Commission reported on the following activities: Mr. Alden Hughes reported on behalf of the Adopt-A-Bench Project, designs are approved, casts are being worked on, the project is being advertised with videos, social media and maps of the district benches and the ribbon cutting ceremony is to be scheduled.</p> <p>Ms. Vaibhavi Kulkarni reported on behalf of the Creek Stewardship Working Group, the cleanup in September, having a user-friendly app and working on an adopt-a-creek program.</p> <p>Ms. Elise Mullen reported on behalf of the Job Shadowing and Mentorship Working Group they are working on virtual February 2021 Job Shadow Day.</p> <p>Ms. Aroshi Ghosh reported on behalf of the Youth Citizen Science Network Working Group will be meeting more frequently and assigned roles to Aroshi (Collaboration Coordinator), Jonathan (Social Media), Vaibhavi (Secretary), and Anika (Outreaching).</p> <p>Chair Michael Zhao reiterated the importance of attending regular and working groups meetings, responding to staff emails and staying engaged. The Communications/Public Outreach Working Group will be able to have information on what the Youth Commission is doing, having flyers,</p>

Yellow = Update Since Last Meeting

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Attachment 1

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2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		<p>accessing public media. Valley Water Staff will assist with the content of the website and have control on the updates.</p> <p>The Youth Commission took the following action: The Commission by roll call voted unanimously to add a new Communications/Public Outreach Working Group.</p> <p><u>Accomplished February 24, 2021:</u> The Youth Commission reported on the following Working Groups' activities: Mr. Alden Hughes reported on behalf of the Adopt-A-Bench Project; the benches are completed and installed, working on completing the advertising with videos, social media and maps of the district benches. The ribbon cutting ceremony is scheduled for 5:00 p.m. on March 18, 2021.</p> <p>Ms. Ye'ela Bronicki reported on behalf of the Creek Stewardship; looked at making the adopt-a-creek maps easier to read to identify locations of the creeks and recruiting more members.</p> <p>Mr. Nilansh Dey Ghosh reported on behalf of the Youth Citizen Science Network; contacting different organizations for outreach, the Synopsys Fair for Junior (Middle) and High School students is occurring March 10-11, 2021. Expressed having the Youth Commission recommend that the Valley Water Board consider approving being an annual sponsor for the Synopsys Championship Science Fair's Special Awards, depending on the budget, to start in 2022, for those students that place emphasis on water related projects.</p>

Yellow = Update Since Last Meeting

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Attachment 1

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2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		<p>The Youth Commission took the following action: The Commission by roll call voted unanimously to approve the Youth Commission's recommendation that the Valley Water Board consider approving being an annual sponsor for the Synopsys Championship Science Fair's Special Awards (depending on the budget) to begin in 2022, for those students that place emphasis on water related projects. <i>The Board approved the Youth Commission's recommendation at its April 27, 2021, meeting.</i></p> <p>Mr. Colin Lim reported on behalf of the Job Shadow and Mentorship; the virtual February 18, 2021, Job Shadow Day, record number of 128 students signed up but 64 in attendance, 56 Valley Water Staff Mentors, Staff Panelists, the breakout sessions, it was a great turnout and engaging. Thanked everyone that worked on the Job Shadow Day.</p> <p>Ms. Aroshi Ghosh reported on behalf of the new group Outreach-Media, the new website is live and shows Commissioners' head shots, the working groups, the Job Shadow Day information and posting of events.</p> <p><u>Accomplished May 19, 2021:</u> The Youth Commission reported on the following Working Groups' activities: Mr. Alden Hughes gave a presentation on behalf of the Adopt-A-Bench Project: update on the pilot mural project, design criteria, the artist, and location.</p> <p>The Santa Clara Valley Water District Youth Commission took the following action:</p>

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

Attachment 1

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2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		<p>The Commission by roll call voted unanimously, approving the Youth Commission's recommendation to change the Adopt-A-Bench Working Group's name to Public Art Working Group.</p> <p>The Santa Clara Valley Water District Youth Commission took the following action: The Commission by roll call voted unanimously, approving the Youth Commission's recommendation for the Board to consider approving the pilot mural design criteria.</p> <p>Ms. Anika Kulkarni reported on behalf of the Creek Stewardship; noted that cleans up in May are every Saturday, wrote a blog with pictures from past years and publicizing adopt-a-creek.</p> <p>Ms. Vaibhavi Kulkarni reported on behalf of the Youth Citizen Science Network; contacting different organizations for outreach with new email template.</p> <p>Ms. Vaibhavi Kulkarni reported on behalf of Communications/Public Outreach having the Youth Commissioners connecting with other high school youth via different platforms (Nextdoor and posting flyers).</p> <p>Mr. Colin Lim reported on behalf of the Job Shadow and Mentorship; noted the virtual February 18, 2021, Job Shadow Day, and introduced special guest speaker Mr. Albert Le.</p>

Yellow = Update Since Last Meeting

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Attachment 1

Page 6 of 13

2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		<p>Mr. Albert Le shared his professional and educational background, how he changed careers, hobbies, and interests. How to apply for jobs (traditional vs. non-traditional), mentorship, networking, resumes and cover letters. He also shared how one should be flexible, adaptive, having a plan (unplan it) and having a champion to advocate for them. He concluded with LinkedIn information where the Youth Commissioners can contact him, suggested they sign up in order to find mentors and networking.</p>
5	<p>Review Work Plan, the Outcomes of Board Action of Committee Requests, and the Committee's Next Meeting Agenda</p>	<p><u>Accomplished August 26, 2020:</u> Ms. Glenna Brambill reviewed the work plan, introduced the new District Counsel Representative, Mr. Andrew Gschwind, who will be going over the District Act. Additional agenda items will be; orientation, meeting conduct, and other meeting processes.</p> <p>The Youth Commission took no action. The next meeting is scheduled for November 18, 2020. {date is subject to change}.</p> <p><u>Accomplished November 18, 2020:</u> Ms. Sherilyn Tran reviewed the work plan and took the following action. The Commission unanimously approved the new work plan with the correction of item #6 (two #6's, change to #7), and adding of the Communications/Public Outreach Working Group.</p> <p>The next meeting is scheduled for February 24, 2021. {date is subject to change}.</p>

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

Attachment 1
Page 7 of 13

2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		<p><u>Accomplished February 24, 2021:</u> The Youth Commission reviewed the materials as outlined in the agenda item. The next meeting is scheduled for May 26, 2021 (subject to change). The Youth Commission took no action.</p> <p><u>Accomplished May 19, 2021:</u> The Youth Commission reviewed the materials as outlined in the agenda item. The next meeting is scheduled for August 25, 2021 (subject to change). The Youth Commission took no action.</p>
6	<p>Communications/Public Outreach</p> <ul style="list-style-type: none"> • Network with other Youth Commissions, student clubs (science clubs), youth organizations • Youth Commission Video/Website 	<p><u>Accomplished November 18, 2020:</u> The Commission discussed the Communications/Public Outreach as a new working group and took the following action: The Youth Commission took action as noted in the Working Groups update.</p>
7	Review Brown Act	<p><u>Accomplished November 18, 2020:</u> The Youth Commission received a presentation on the review of the Brown Act and took no action.</p>

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2020-2021 Accomplishments Report
(Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
8	Review the Youth Commission's Roles, Responsibilities and Meeting Conduct	<u>Accomplished November 18, 2020:</u> The Youth Commission received a presentation on the review of the Youth Commission's Roles, Responsibilities and Meeting Conduct and took no action.
9	Pilot Mural Art Project	<u>Accomplished February 24, 2021:</u> The Youth Commission received a presentation on the Pilot Mural Art Project and took the following action: Unanimous vote carried, to approve the staff's recommendation that the Board of Directors consider approving the Youth Commission's participation in the pilot Mural Art Project; and approve the location for the pilot mural at the Blossom Hill Annex Building at 1020 Blossom Hill Road, San Jose, CA. <i>The Board approved the Youth Commission's recommendation at its April 27, 2021, meeting.</i>
10	Update on Valley Water's Creation of New Office of Racial Equity, Diversity & Inclusion and Board Adoption of a Resolution Addressing Systemic Racism and Promoting Equity	<u>Accomplished February 24, 2021:</u> The Youth Commission received an update on Valley Water's Creation of New Office of Racial Equity, Diversity & Inclusion and Board Adoption of a Resolution Addressing Systemic Racism and Promoting Equity and took no action.

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Blue = Action taken by the Board of Directors

Attachment 1

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**2020-2021 Accomplishments Report
(Santa Clara Valley Water District Youth Commission)**

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
11	Recognition of Outgoing Youth Commission Members	<p><u>Accomplished May 19, 2021:</u></p> <p>The Board Representatives, Staff and Youth Commission Members recognized the following eight outgoing Youth Commissioners:</p> <ol style="list-style-type: none"> 1. Ishita Verma - representing District 1 (Director Varela), 2. Colin Lim - representing District 2 (Director Keegan), 3. Elise Mullen - representing District 2 (Director Keegan), 4. Alden Hughes - representing District 5 (Director Hsueh), 5. Michael Zhao - representing District 5 (Director Hsueh), 6. Kathryn Bravo - representing District 6 (Director Estremera), 7. Tammy Cao – representing District 6 (Director Estremera), and 8. Arushi Saxena – representing District 7 (Director Kremen) <p>There was a slide show presentation acknowledging each graduating Commissioner. The eight graduates shared their experiences serving on the Youth Commission, spoke about their quotes, future plans of college, majors, and other aspirations.</p> <p>The Directors Hsueh, Keegan, staff (Ms. Mera Burton, Mr. Andy Gschwind, Ms. Janet Hedley, Ms. Perla Montes de Oca, and Ms. Glenna Brambill), Youth Commissioner (Vaibhavi Kulkarni), and others in the chat, all gave congratulatory and encouraging remarks.</p> <p>The Santa Clara Valley Water District Youth Commission took no action.</p>

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2020-2021 Accomplishments Report
(Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
<u>Working Groups Accomplishments for 2020-2021</u>		
	Adopt-A-Bench	<u>Accomplishments</u> <ul style="list-style-type: none">• Painted the tiles of the seven pilot benches• Created, developed and starred in (2) Adopt-A-Bench Project Videos, which has 2,000 views on Facebook and YouTube combined• Created the Adopt-A-Bench interactive Google map, which displays all seven benches• Developed the Adopt-A-Bench webpage for the public to learn more about the project: www.valleywater.org/Adopt-A-Bench• Authored and published a Nextdoor post and a blog post about the Adopt-A-Bench project• Planned and hosted the Adopt-A-Bench Virtual Ribbon Cutting Ceremony, which was livestreamed on Facebook and has received nearly 8,000 views• Proposed the plan for the pilot mural project and mural location, which was approved by the Board• Developed the pilot mural artwork design criteria, which will be recommended to the Board for approval in June
	Communications/Public Outreach	<u>Accomplishments</u> <p>Was newly created to:</p> <ul style="list-style-type: none">• Network with other Youth Commissions, student clubs (science clubs), youth organizations• Have a Youth Commission website and create videos (having the Youth

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2020-2021 Accomplishments Report (Santa Clara Valley Water District Youth Commission)

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		Commissioners connecting with other high school youth via different platforms (Nextdoor and posting flyers).
	Creek Stewardship	<p><u>Accomplishments</u></p> <ul style="list-style-type: none"> • Developed a blog on National River Cleanup • Helped with the Adopt a Creek website and maps • Recruited new people and organizations for Adopt a Creek • Research on litter apps for National River Cleanup • Promoted National River Cleanup and helped with an advertising video
	Youth Citizen Science Network	<p><u>Accomplishments</u></p> <p>Recommending Valley Water annual sponsorship of the Synopsys Science Fair Special Awards, with a focus on water-related projects, this recommendation was approved by the Valley Water Board of Directors at the April 2021 board meeting and will start in 2022.</p> <p>Conducting direct outreach to local organizations that host and support citizen science projects to request their permission to include information and links to their organization on the Youth Commission website. The organizations include:</p> <ul style="list-style-type: none"> • Youth Science Institute • Santa Clara Audubon Society • CuriOdyssey • Environmental Volunteers • EarthEcho International

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**2020-2021 Accomplishments Report
(Santa Clara Valley Water District Youth Commission)**

Update: June 2021

ITEM	WORK PLAN ITEM BOARD POLICY	ACCOMPLISHMENT DATE AND OUTCOME
		Creation of an Instagram story to promote citizen science to youth in Santa Clara County and direct them to the Youth Commission webpage. (This will be used when the citizen science information is linked on the webpage)
	Job Shadow Day & Mentorship	<p><u>Accomplishments</u></p> <p>Planned and organized Valley Water's, first-ever, virtual Job Shadow Day. In preparing for Job Shadow Day,</p> <ul style="list-style-type: none"> • Youth Commissioners created blog posts for Valley Water's website, promoted Job Shadow Day to peers, and recruited participants through direct outreach to schools. • Designed a Kahoot activity for Job Shadow Day student participants and curated a panel of speakers for the event. • Youth Commissioner also created PowerPoint presentations to facilitate mentor training and helped design questions for the speaker panel. <p>The Job Shadow Day & Mentorship working groups' diligent outreach and planning efforts ensured that Valley Water's Virtual Job Shadow Day 2021 was a memorable and fun experience for high school students throughout Santa Clara County."</p>

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Blue = Action taken by the Board of Directors

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Certificate of Recognition and Appreciation to **Ishita Verma**

For her dedication and participation as an inaugural member of the Santa Clara Valley Water District Youth Commission 2018-2021, and for her service and commitment as the 2020-2021 Youth Commission Vice Chair.

Tony Estremera
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen
Vice Chair, Board of Directors
Santa Clara Valley Water District

John L. Varela, District 1
Board of Directors
Santa Clara Valley Water District



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Certificate of Recognition and Appreciation to

Colin Lim

For his dedication and participation as a member of the Santa Clara Valley Water District Youth Commission 2020-2021.

Tony Estremera
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen
Vice Chair, Board of Directors
Santa Clara Valley Water District

Barbara F. Keegan, District 2
Board of Directors
Santa Clara Valley Water District



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Certificate of Recognition and Appreciation to

Elise Mullen

For her dedication and participation as an inaugural member of the
Santa Clara Valley Water District Youth Commission 2018-2021.

Tony Estremera
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen
Vice Chair, Board of Directors
Santa Clara Valley Water District

Barbara F. Keegan, District 2
Board of Directors
Santa Clara Valley Water District



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Certificate of Recognition and Appreciation to

Alden Hughes

For his dedication and participation as an inaugural member of the
Santa Clara Valley Water District Youth Commission 2018-2021.

Tony Estremera
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen
Vice Chair, Board of Directors
Santa Clara Valley Water District

Nai Hsueh, District 5
Board of Directors
Santa Clara Valley Water District



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Certificate of Recognition and Appreciation to

Michael Zhao

For his dedication and participation as an inaugural member of the Santa Clara Valley Water District Youth Commission 2018-2021, and for his service and commitment as the 2020-2021 Youth Commission Chair.

Tony Estremera
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen
Vice Chair, Board of Directors
Santa Clara Valley Water District

Nai Hsueh, District 5
Board of Directors
Santa Clara Valley Water District



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Certificate of Recognition and Appreciation to

Kathryn Bravo

For her dedication and participation as an inaugural member of the
Santa Clara Valley Water District Youth Commission 2018-2021.

Tony Estremera, District 6
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen
Vice Chair, Board of Directors
Santa Clara Valley Water District



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Certificate of Recognition and Appreciation to

Tammy Cao

For her dedication and participation as a member of the
Santa Clara Valley Water District Youth Commission 2019-2021.

Tony Estremera, District 6
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen
Vice Chair, Board of Directors
Santa Clara Valley Water District



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Certificate of Recognition and Appreciation to

Arushi Saxena

For her dedication and participation as an inaugural member of the
Santa Clara Valley Water District Youth Commission 2018-2021.

Tony Estremera
Chair, Board of Directors
Santa Clara Valley Water District

Gary Kremen, District 7
Vice Chair, Board of Directors
Santa Clara Valley Water District



Santa Clara Valley Water District

File No.: 21-0697

Agenda Date: 6/22/2021

Item No.: *2.8.

BOARD AGENDA MEMORANDUM

SUBJECT:

Consider Santa Clara Valley Water District Youth Commission's Recommendation for Blossom Hill Annex Pilot Mural Design Criteria from Commission's May 19, 2021 Meeting. (PREVIOUSLY LISTED AS ITEM 4.4)

RECOMMENDATION:

Approve the recommendation of the Santa Clara Valley Water District Youth Commission regarding the Pilot Mural Design Criteria.

SUMMARY:

The Santa Clara Valley Water District Youth Commission met on May 19, 2021, and took two actions detailed below. The Youth Commission requests that the Board consider and take action on its second action, pertaining to pilot mural design criteria:

Action #1:

The Youth Commission by roll call and unanimous vote approved the Youth Commission's recommendation to change the Adopt-A-Bench Working Group's name to Public Art Working Group.

Staff Analysis #1:

No staff analysis needed. This action is for Board information only.

Action #2:

The Youth Commission by roll call and unanimous vote approved the recommended pilot mural design criteria listed below, and approved presenting these criteria to the Board for its consideration. The proposed criteria would require that artwork:

1. Include Valley Water's logo;
2. Have an expected life and relevancy of 15-25 years; and
3. Include style, theme and imagery that are in accordance with Board Governance Policy E-1, are related to Valley Water's mission, and include an interactive element.

Staff Analysis #2:

Staff concurs with the Youth Commission's recommended design criteria and requests that the Board

approve them. The pilot mural design criteria are required elements that artist Paul J. Gonzalez will include in the mural artwork design. The Youth Commission's public art working group developed the criteria based on consultation with program staff, muralist Paul J. Gonzalez, the External Affairs Division, and Valley Water's Chiefs.

Background: On April 27, 2021, the Board approved the Youth Commission's recommendation to pilot a mural artwork project at the Blossom Hill Annex. The Youth Commission will work with a local artist to beautify the building with mural artwork that will convey Valley Water's mission.

FINANCIAL IMPACT:

A budget of \$25,000 has been allocated for this project (Project #60171002 - Education and Volunteer Program), and staff approximates it will take 600 hours to complete.

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:

None.

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237



Santa Clara Valley Water District

File No.: 21-0700

Agenda Date: 6/22/2021

Item No.: *3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt Recommended Positions on State Legislation: AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program; AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances; *AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans; and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

RECOMMENDATION:

- A. Adopt a Position of "Support" on: AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program; and
- B. Adopt a Position of "Support" on: AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances.
- C. *Adopt a Position of "Support" on: AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans.

SUMMARY:

AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program.

Position Recommendation: Support

Priority: 3

Under the Sustainable Groundwater Management Act (SGMA), local Groundwater Sustainability Agencies (GSAs) must ensure the proper management of groundwater basins, including that farmland irrigation or other uses do not pump water faster than the local groundwater basin can refill. To do this, it has been suggested that significant amounts of farmland could be taken out of production in key areas to reduce water demand. This bill seeks to provide financial incentives to farmers to convert some farmland to other less water intensive uses.

AB 252 would require the Department of Conservation (DOC) to establish the Multi-benefit Land Repurposing Program to fund local programs on multi-benefit land repurposing in critically over drafted basins. Local GSAs or counties would provide per-acre payments and grants to farmers to incentivize land conversion towards less water-intensive uses while maximizing public benefits on repurposed land.

Importance to Santa Clara Valley Water District (Valley Water)

Agriculture holds an important presence in the state economy. It provides jobs from the production of numerous agricultural commodities. While agriculture continues to succeed, its intensive water demand must be carefully managed so as not to exhaust groundwater basins. In addition to the SGMA requirements to recharge groundwater, the current severe drought conditions in our state have created an increasing need to reduce water demand. One of the strategies suggested includes the conversion of farmland for other natural purposes that reduce water usage and allow for groundwater recharge.

To support such a transition, this bill provides funding for local programs that could convert farmland into multi-benefit open spaces, such as floodplains, pollinator habitats, or parks. Not only do these open spaces consume less water, they also facilitate groundwater recharge since they allow water to freely make its way into the ground. This strategy is expected to garner benefits for the farmer, in the form of payment, and the overall health of the groundwater basin while reducing the potential loss caused by fallowing farms.

While AB 252 will not provide direct benefits to Valley Water unless a basin within Santa Clara County becomes critically over drafted, the reduction in water use in other critically over drafted basins reduces pressure on Valley Water's imported water sources.

Staff recommends that the Board adopt a position of "Support" on AB 252.

Pros

- Would provide grants for land repurposing towards less water-intensive uses where most needed.
- Repurposing of land into multi-benefit open spaces would support groundwater recharge.

Cons

- Only critically over drafted basins would qualify for land conversion funding.

**AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances.
Position Recommendation: Support
Priority: 3**

AB 652 would, on and after July 1, 2023, prohibit any person (including manufacturers) from commercially selling or distributing any new, not previously owned, juvenile products containing intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS). Instead of PFAS chemicals,

manufacturers must use the least toxic alternative.

A juvenile product is defined as a product designed for use by infants and children younger than age 12. Examples include booster seats, infant carriers, strollers, and sleeping products.

Intentionally added PFAS is defined as having a functional or technical effect in the product.

Importance to Valley Water

PFAS are a class of more than 4,700 man-made chemicals widely used in manufacturing due to their unique ability to repel water, dirt, oil, and grease. This chemical property makes them extremely persistent in the environment which is why they are known as “forever” chemicals. Once released, PFAS tend to accumulate in groundwater before contaminating the drinking water supply.

Providing safe drinking water is one of Valley Water’s central missions. PFAS has recently gained heightened awareness from state and federal drinking water regulators as a chemical which may cause serious health effects. Exposure may lead to increased cholesterol levels, changes in liver enzymes, increased risk of high blood pressure in pregnant women, decreased infant birth weights, and increased risk of kidney or testicular cancer. In children, exposure also may lead to decreased immune response, impaired kidney function, and delayed onset of menstruation.

AB 652 would reduce PFAS exposure from juvenile products and reduce the amount of PFAS contamination that ultimately may impact the water supply.

Staff recommends that the Board adopt a position of “Support” on AB 652.

Pros

- Would reduce PFAS exposure in infants and children and likely improve health outcomes.
- Could reduce drinking water contamination due to PFAS.

Cons

- Lack of enforcement mechanism may dampen the bill’s effectiveness.

***AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans.**

Position Recommendation: Support

Priority: 3

AB 897 would require the Office of Planning and Research (OPR) to facilitate the creation of regional climate networks and regional climate adaptation action plans by providing guidelines and technical

assistance to local entities.

On or before July 1, 2022, OPR would establish geographic boundaries for regional climate networks and publish guidelines on how local entities can form one, including information on how to establish governance boards within a network.

On or before January 1, 2023, OPR would provide guidelines on what information, analyses, and contents a regional climate network should include in a regional climate adaptation action plan. By that date, OPR would make recommendations to certain policy and budget committees of the Legislature on potential sources of financial assistance for the implementation of action plans. Lastly, OPR would provide technical assistance for regions seeking to establish a regional climate network and for already established networks in the process of developing an action plan.

Importance to Valley Water

Climate change is expected to alter the local climate in Santa Clara County and cause more frequent droughts, increasing storm intensity, and rising sea levels. Addressing these impacts is crucial to ensuring that Valley Water can continue to provide a clean, reliable water supply, natural flood protection, and water resources stewardship in the future.

Valley Water's Climate Change Action Plan (CCAP) outlines the goals and strategies for addressing climate change in each of our mission areas, including water supply reliability, flood risk reduction, water resources stewardship, and emergency response. With climate adaptation projects such as the South San Francisco Shoreline Project and our recycled water facilities, Valley Water is taking a leadership role in addressing climate change.

AB 897 would support our efforts by facilitating increased coordination with our regional partners and stakeholders. By working more closely together with other local entities, climate action can be streamlined and made more efficient. Most importantly, the bill creates a new pathway for potential funding to support climate action plans, which could support our own projects as well.

Pros

- Provides guidelines and technical assistance for the creation of regional climate networks and regional climate adaptation plans.
- Encourages more regions to prepare for climate change impacts with an emphasis on regional coordination.
- Requires OPR to make recommendations for potential sources of financial assistance.

Cons

- Funding for implementation of a grant program is not included and would need to be appropriated at a later time.

FINANCIAL IMPACT:

There is no financial impact associated with these items.

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:

- *Original Board Agenda Memo
- *Supplemental Board Agenda Memo

UNCLASSIFIED MANAGER:

Donald Rocha, 408-630-2338



Santa Clara Valley Water District

File No.: 21-0018

Agenda Date: 6/22/2021

Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt Recommended Positions on State Legislation: AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program; AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances; and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

RECOMMENDATION:

- A. Adopt a Position of "Support" on: AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program; and
- B. Adopt a Position of "Support" on: AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances.

SUMMARY:

AB 252 (R. Rivas and Salas) Multi-benefit Land Repurposing Incentive Program.

Position Recommendation: Support

Priority: 3

Under the Sustainable Groundwater Management Act (SGMA), local Groundwater Sustainability Agencies (GSAs) must ensure the proper management of groundwater basins, including that farmland irrigation or other uses do not pump water faster than the local groundwater basin can refill. To do this, it has been suggested that significant amounts of farmland could be taken out of production in key areas to reduce water demand. This bill seeks to provide financial incentives to farmers to convert some farmland to other less water intensive uses.

AB 252 would require the Department of Conservation (DOC) to establish the Multi-benefit Land Repurposing Program to fund local programs on multi-benefit land repurposing in critically over drafted basins. Local GSAs or counties would provide per-acre payments and grants to farmers to incentivize land conversion towards less water-intensive uses while maximizing public benefits on repurposed land.

Importance to Santa Clara Valley Water District (Valley Water)

Agriculture holds an important presence in the state economy. It provides jobs from the

production of numerous agricultural commodities. While agriculture continues to succeed, its intensive water demand must be carefully managed so as not to exhaust groundwater basins. In addition to the SGMA requirements to recharge groundwater, the current severe drought conditions in our state have created an increasing need to reduce water demand. One of the strategies suggested includes the conversion of farmland for other natural purposes that reduce water usage and allow for groundwater recharge.

To support such a transition, this bill provides funding for local programs that could convert farmland into multi-benefit open spaces, such as floodplains, pollinator habitats, or parks. Not only do these open spaces consume less water, they also facilitate groundwater recharge since they allow water to freely make its way into the ground. This strategy is expected to garner benefits for the farmer, in the form of payment, and the overall health of the groundwater basin while reducing the potential loss caused by fallowing farms.

While AB 252 will not provide direct benefits to Valley Water unless a basin within Santa Clara County becomes critically over drafted, the reduction in water use in other critically over drafted basins reduces pressure on Valley Water's imported water sources.

Staff recommends that the Board adopt a position of "Support" on AB 252.

Pros

- Would provide grants for land repurposing towards less water-intensive uses where most needed.
- Repurposing of land into multi-benefit open spaces would support groundwater recharge.

Cons

- Only critically over drafted basins would qualify for land conversion funding.

AB 652 (Friedman) Juvenile Product Safety: Perfluoroalkyl and Polyfluoroalkyl Substances.

Position Recommendation: Support
Priority: 3

AB 652 would, on and after July 1, 2023, prohibit any person (including manufacturers) from commercially selling or distributing any new, not previously owned, juvenile products containing intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS). Instead of PFAS chemicals, manufacturers must use the least toxic alternative.

A juvenile product is defined as a product designed for use by infants and children younger than age 12. Examples include booster seats, infant carriers, strollers, and sleeping products.

Intentionally added PFAS is defined as having a functional or technical effect in the product.

Importance to Valley Water

PFAS are a class of more than 4,700 man-made chemicals widely used in manufacturing due to their unique ability to repel water, dirt, oil, and grease. This chemical property makes them extremely persistent in the environment which is why they are known as “forever” chemicals. Once released, PFAS tend to accumulate in groundwater before contaminating the drinking water supply.

Providing safe drinking water is one of Valley Water’s central missions. PFAS has recently gained heightened awareness from state and federal drinking water regulators as a chemical which may cause serious health effects. Exposure may lead to increased cholesterol levels, changes in liver enzymes, increased risk of high blood pressure in pregnant women, decreased infant birth weights, and increased risk of kidney or testicular cancer. In children, exposure also may lead to decreased immune response, impaired kidney function, and delayed onset of menstruation.

AB 652 would reduce PFAS exposure from juvenile products and reduce the amount of PFAS contamination that ultimately may impact the water supply.

Staff recommends that the Board adopt a position of “Support” on AB 652.

Pros

- Would reduce PFAS exposure in infants and children and likely improve health outcomes.
- Could reduce drinking water contamination due to PFAS.

Cons

- Lack of enforcement mechanism may dampen the bill’s effectiveness.

FINANCIAL IMPACT:

There is no financial impact associated with these items.

CEQA:

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

File No.: 21-0018

Agenda Date: 6/22/2021
Item No.: 3.1.

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Donald Rocha, 408-630-2338



Santa Clara Valley Water District

File No.: 21-0679

Agenda Date: 6/22/2021

Item No.: *3.1.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt Recommended Positions on State Legislation: AB 252 (Rivas and Salas) Department of Conservation: Multibenefit Land Repurposing Incentive Program: Administration; AB 652 (Friedman) Product Safety: Juvenile Products: Chemicals: Perfluoroalkyl and Polyfluoroalkyl Substances; *AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans; and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

RECOMMENDATION:

- A. Adopt a Position of "Support" on: AB 252 (Rivas and Salas) Department of Conservation: Multibenefit Land Repurposing Incentive Program: Administration.
- B. Adopt a Position of "Support" on: AB 652 (Friedman) Product Safety: Juvenile Products: Chemicals: Perfluoroalkyl and Polyfluoroalkyl Substances.
- C. *Adopt a Position of "Support" on: AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans.

REASON FOR SUPPLEMENTAL MEMORANDUM:

This supplemental Board agenda memorandum conveys additional information received after the initial agenda item was released, consistent with Executive Limitations Policy EL-7-10-5.

SUMMARY:

AB 897 (Mullin) Office of Planning and Research: Regional Climate Networks, Climate Adaptation Action Plans.

Position Recommendation: Support

Priority: 3

AB 897 would require the Office of Planning and Research (OPR) to facilitate the creation of regional climate networks and regional climate adaptation action plans by providing guidelines and technical assistance to local entities.

On or before July 1, 2022, OPR would establish geographic boundaries for regional climate networks and publish guidelines on how local entities can form one, including information on how to establish governance boards within a network.

On or before January 1, 2023, OPR would provide guidelines on what information, analyses, and contents a regional climate network should include in a regional climate adaptation action plan. By

that date, OPR would make recommendations to certain policy and budget committees of the Legislature on potential sources of financial assistance for the implementation of action plans. Lastly, OPR would provide technical assistance for regions seeking to establish a regional climate network and for already established networks in the process of developing an action plan.

Importance to Valley Water

Climate change is expected to alter the local climate in Santa Clara County and cause more frequent droughts, increasing storm intensity, and rising sea levels. Addressing these impacts is crucial to ensuring that Valley Water can continue to provide a clean, reliable water supply, natural flood protection, and water resources stewardship in the future.

Valley Water's Climate Change Action Plan (CCAP) outlines the goals and strategies for addressing climate change in each of our mission areas, including water supply reliability, flood risk reduction, water resources stewardship, and emergency response. With climate adaptation projects such as the South San Francisco Shoreline Project and our recycled water facilities, Valley Water is taking a leadership role in addressing climate change.

AB 897 would support our efforts by facilitating increased coordination with our regional partners and stakeholders. By working more closely together with other local entities, climate action can be streamlined and made more efficient. Most importantly, the bill creates a new pathway for potential funding to support climate action plans, which could support our own projects as well.

Pros

- Provides guidelines and technical assistance for the creation of regional climate networks and regional climate adaptation plans.
- Encourages more regions to prepare for climate change impacts with an emphasis on regional coordination.
- Requires OPR to make recommendations for potential sources of financial assistance.

Cons

- Funding for implementation of a grant program is not included and would need to be appropriated at a later time.

FINANCIAL IMPACT:

There is no financial impact associated with these items.

CEQA:

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

File No.: 21-0679

Agenda Date: 6/22/2021
Item No.: *3.1.

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Don Rocha, 408-630-2338

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Santa Clara Valley Water District

File No.: 21-0526

Agenda Date: 6/22/2021

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve Amendment No. 2 to Agreement No. A4155R, with P.S. Creations, LLC for the PlateScape Project, a Safe, Clean Water FY 2018 Priority A Water Conservation Grant Agreement for a No-cost Extension of the Agreement to June 30, 2023.

RECOMMENDATION:

Approve Amendment No. 2 to Agreement No. A4155R with P.S. Creations, LLC, to extend the Agreement expiration date from June 30, 2021 to June 30, 2023, as a 24-month, no-cost extension.

SUMMARY:

On May 8, 2018, the Santa Clara Valley Water District (Valley Water) Board of Directors (Board) approved a grant award to the P.S. Creations, LLC (Grantee), in the amount not-to-exceed \$30,192 to support the PlateScape Project (Project). The PlateScape is a pilot device built to pre-sanitize plates in restaurant and commercial food settings more efficiently than common spray-off methods. This grant funds the analysis of water and energy savings associated with PlateScape technology. To date, \$7,146 of the grant amount has been disbursed to the Grantee for planning, manufacturing, project administration, testing fees, and participant training.

The Project was originally scheduled to be completed June 30, 2020. Due to the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020, the Project activities consisting of testing and analyzing water and energy savings were suspended because the participating restaurants were closed pursuant to shelter-in-place orders. As a result, the CEO approved Amendment No. 1 (Attachment 3), a no-cost time extension of the Agreement through June 30, 2021, with the understanding that uncertainties surrounding the pandemic's impact on restaurants remaining open or closed may further delay the Project.

In March 2021, the Grantee requested a second extension due to the continued impact and uncertainty surrounding the COVID-19 pandemic on the restaurant industry (Attachment 2), noting that restaurant capacity in Santa Clara County remains restricted under the existing tier, and will continue to be restricted under lower tiers, with no way of knowing how long the restrictions will last.

To ensure continuity of the term of the Agreement and that the public receive the benefit of the grant

Project, staff recommends approval of Amendment No. 2 (Attachment 4), which would extend the term of the Agreement through June 30, 2023. This extension includes additional time to account for any further pandemic-related delays and should allow the Grantee sufficient time to complete the remaining tasks of the Project scope.

FINANCIAL IMPACT:

None. Amendment No. 2 is a no-cost, time extension.

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 changes in the environment.

ATTACHMENTS:

Attachment 1: Agreement A4155R

Attachment 2: P.S. Creations Agreement Amendment Request

Attachment 3: Amendment No. 1

Attachment 4: Amendment No. 2

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237

SANTA CLARA VALLEY WATER DISTRICT

Safe, Clean Water and Natural Flood Protection Program

2018 SAFE, CLEAN WATER PRIORITY "A" GRANT PROGRAM

This 2018 Safe, Clean Water Priority A Grant Program Agreement (Agreement), effective upon full execution, is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California special district (District) and PS Creations, L.L.C., a California limited liability company (Grantee). District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's PlateScape Project (Project).

RECITALS:

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2018 Safe, Clean Water Priority A Grant Program (Grant Program), focused on ensuring a safe, reliable water supply for the future.
- D. On September 26, 2017, the District's Board of Directors approved the use of District funds for the Grant Program and authorized the District's Chief Executive Officer to execute grant agreements.
- E. On June 19, 2018, the Grantee's [PS Creation Owners] adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Grantee's PlateScape Project (see Appendix D, Resolution).
- F. Grantee submitted an application to the District's Grant Program for its PlateScape Project to conduct certain innovative water conservation related activities.
- G. In May 2018, the District Board of Directors approved the PlateScape Project, allocating the Project Grant Amount not to exceed \$30,192 to Grantee.
- H. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of [\$30,192] and any additional funds necessary to complete the Project will be supplied by the PS Creations.

The Parties agree to the following terms and conditions:

Section 1. General Provisions

A. Definitions

- 1. Agreement: This Agreement between the District and the Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the

- Grantee.
2. Application: The 2018 Safe, Clean Water Priority A Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
 3. District: Santa Clara Valley Water District.
 4. Grantee: PS Creations
 5. Grant Program: 2018 Safe, Clean Water Priority A Grant Program.
 6. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
 7. Project Completion: Project completion per requirements stated in Section 1. General Provisions, G. Project Completion.
 8. Project Grant Amount: The amount of Grant funds allocated by the District's Chief Executive Officer to Grantee for the Project as specified in Recital G of this Agreement.
 9. Project Performance Period: The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 1. General Provisions, H. Agreement Term.
 10. Safe, Clean Water: The District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
 11. Total Project Cost: The full cost of the Project, including funds from all funding sources, as identified in Appendix B, Project Schedule and Budget.

B. Project Execution

1. District hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval of the District. Such request must be submitted in writing to the District Contact, per Section 3. Miscellaneous Provisions, A. Miscellaneous Provisions, Item 5 of this Agreement. District's disbursement of Grant funds is dependent on District approval of changes the District deems are significant.
3. Grantee will complete the Project in accordance with Appendix A, Project Scope and Appendix B, Project Schedule and Budget.
4. Project Scope and Project Schedule and Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both

Grantee and District in advance of such adjustment. Project Schedule adjustments that do not impact the expiration date of this Agreement may be approved by District without the necessity of a formal amendment to this Agreement.

5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities; and Guidelines and Standards for Land Use Near Streams and other appropriate plans.
 - a. If the Grantee is a public agency, the Grantee will be the lead agency for purposes of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to the District prior to the District disbursing any grant funds.
 - b. The required CEQA documentation must include one of the following: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk.
 - c. Grantee shall fulfill all the lead agency responsibilities, including consultation with the District and any other applicable responsible agencies. The disbursing of grant funds is contingent on the District completing CEQA review, if required, as a responsible agency.
 - d. If the Grantee is a non-profit entity, the District will be the lead agency for purposes of CEQA. The District may request that the Grantee provide environmental information about the project to assist the District's CEQA review. The disbursing of the grant funds is contingent upon District's completion of the CEQA review.
 - e. For projects subject to CEQA review, the District has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (ii) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (iii) determining not to proceed with one or more component of the Project.

C. *Project Administration/Reporting Requirements*

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the District's standard form presented in Appendix C, Quarterly Progress and Request for Payment Form. Status reports shall include an update per task as included in Appendix A, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 1. General Provisions, G. Project Completion.
3. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on [DATE], on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."

4. Quarterly reporting will end with submittal of Project Completion packet (see Section 1. General Provisions, G. Project Completion).

D. *Termination of the Agreement*

1. Grantee may unilaterally terminate this Agreement at any time prior to District disbursement of Grant Program funds by providing 30 days written notice to District.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by the District. Additionally, in the event of failure to complete Project, Grantee may be required to repay District for funds received, including interest earned at the District's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to the District.

E. *Indemnification*

Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify District, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of the

Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the negligence or willful misconduct of the District. The foregoing does not limit any strict liability imposed onto the Grantee by law or liability resulting from the sole negligence of the District.

F. Nondiscrimination

Anti-Discrimination—The District is an equal opportunity employer and requires all parties it contracts with to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subconsultant, employee, or applicant for employment, in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay, or other forms of compensation, or against any other person, on the basis of race, color, religion, ancestry, gender, national origin, age (over 40), marital status, medical condition (including cancer), pregnancy, parental status, the exercise of family care leave rights, political affiliation, sexual orientation, gender identity, special disabled veteran status, Vietnam Era veteran and all other Veteran status, or because of a physical or mental disability (including, HIV and AIDS). The Grantee'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 American Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); and California Labor Code Sections 1101 and 1102."

G. Project Completion

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Project Scope, Grantee must submit the Project Completion packet detailed in a-c below to the District Contact and it must include:
 - a. Final Payment Request/Invoice
 - b. Final Report, including documentation of accomplishments, water savings achieved, and reliability of the Project.
 - c. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

H. Agreement Term

1. The term of this Agreement commences upon full execution by the Parties. Approval of this Agreement by both Parties is necessary for any disbursement of Grant funds. This Agreement expires upon the earliest

of: Project Completion in accordance with Section 1. General Provisions, G. Project Completion; or June 30, 2020.

I. Insurance Provisions

1. During the entire term of the Agreement, Grantee must maintain the insurance coverage described in Appendix E. Insurance Requirements.

Section 2. Financial Provisions

A. Accounting and Audit Requirements

1. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, time cards, etc. AVOID AUDIT EXCEPTIONS—KEEP ACCURATE RECORDS.
2. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, 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 for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
3. Grantee's detailed budget is included as Appendix B, Project Schedule and Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by District as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
4. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.
5. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds

B. Eligible Costs

Total Project Grant Amount is not-to-exceed that amount identified in Recital G of this Agreement, and will be disbursed to Grantee according to the terms and conditions as stated in Section 2. Financial Provisions, C. Payment Request Process and D. Invoicing.

1. Only Project related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application, specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts.
2. Personnel or Employee Services—Services of the Grantee's employees engaged in project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Benefit Rate Calculation to the District. Indirect overhead is limited to 10% of Salary plus Benefits. Costs charged to the project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the project. Overtime costs may be allowed under the Grantee's established policy; provided that the regular work time was devoted to the same project.
3. Salaries and wages claimed for employees working on grant funded projects must not exceed the Grantee's established rates for similar positions.
4. Consultant Services—The costs of consultant services necessary for the project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
5. Signs and Interpretive Aids—The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
6. Other Expenditures—In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
 - a. Postage; and
 - b. Transportation costs for moving equipment and/or personnel.

C. Payment Request Process

This Grant Agreement is based on a reimbursement model with specific details as noted below.

1. Grantee may submit multiple Request for Payment Forms as necessary, but not more often than monthly.

2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 1. General Provisions, G. Project Completion) and the Quarterly Progress and Request for Payment Form (Appendix C) for the final payment.

PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks.	<ul style="list-style-type: none"> Quarterly Progress and Request for Payment Form (Appendix C) For direct expenses, copies of invoices with all attachments shall be submitted For labor costs, copies of Timesheets shall be submitted For Benefits Costs, a Benefits Rate Calculation will be submitted Documentation of accomplishments (i.e., draft and final plans, designs, etc.)
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> Project Completion packet (see Section 1. General Provisions, G. Project Completion)

D. Invoicing

1. Grantee shall submit a completed Quarterly Progress and Request for Payment Form (Appendix C) and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix A) and Project Schedule and Budget (Appendix B). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. District will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. District will review and approve undisputed invoices within ten working days from receipt and issue payment within forty-five calendar days from receipt. District will pay invoices within forty-five calendar days from date invoice is approved by District's Project Manager.
3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to District.

Section 3. Miscellaneous Provisions

A. *Miscellaneous Provisions*

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition or covenant.
2. This Agreement contains the entire Agreement between District and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
3. This Agreement shall be governed and construed in accordance with the laws of the State of California.
4. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.
5. Grantee's request(s) for modification(s) to the Project Scope, and Project Schedule and Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the Safe, Clean Water Grant Program provided:
 - a. The Grant award by the District's Board did not impose a restriction on such revisions; and
 - b. No additional Grant funds are requested. All such requests will be considered by the District's executive management responsible for the Safe, Clean Water Grant Program.
6. Revisions to the Project Scope, and Project Schedule and Budget are subject to review and prior approval of the District.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by District. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District's executive management to evaluate Grantee's request. The District's executive management will consider criteria such as the following:
 - a. The amount of Grant funds not yet disbursed to Grantee;
 - b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
 - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
 - d. Whether such extension is in the best interest of the District.

8. An amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 1. General Provisions, H. Agreement Term. If this Agreement is not extended prior to its expiration, any unexpended Grant funds will be retained by the District and unavailable to the Grantee for the Project.
9. All Appendices, A (Project Scope), B (Project Schedule and Budget), C (Quarterly Progress and Request for Payment Form), D (Resolution), and E (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
10. Severability—if any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
11. Survival—Section 2. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive termination or expiration of this Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by the District provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in Section 2. General Provisions, H. Agreement Term, item 1.

B. Notices

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective Parties as follows:

Contact: Sherilyn Tran
Program Administrator
Office of Civic Engagement
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Phone: (408) 630-2772
E-mail: STTran@valleywater.org

Grantee Contact:
Ryan Kruse, President
10580 San Marcos Rd.
Atascadero, CA 93422
Phone: (805) 975-7111
E-mail: ryan.platescape@gmail.com

PS Creations

Date: June 19th, 2018

By
:

Ryan Kruse

Ryan Kruse
President/Co-Founder

SANTA CLARA VALLEY WATER
DISTRICT

Date:

June 29, 2018

By
:



Norma J. Camacho
Chief Executive Officer

APPENDIX A

PROJECT SCOPE

A. General Description

1.) Goals, Objectives, and Strategies

Goal: Pilot test the PlateScape as a new technology in restaurants to determine water and energy savings.

Objective: By October of 2019, partner with six restaurants in Santa Clara County to analyze the water and energy use pre-sanitizing plates using the PlateScape versus using traditional practices. This analysis will determine any water and energy savings associated with the PlateScape.

Strategies: Grantee will determine the PlateScape's real world savings by measuring the water and energy used pre-sanitizing plates both with and without a PlateScape. The project will include a control group using current practices to measure water and energy usage, and will have a variable group that will utilize the PlateScape.

2.) Data Collection Strategies

Grantee will partner with Frontier Energy, formerly known as the Food Service Technology Center, to determine the water and energy savings. Frontier Energy is a company that specializes in energy consulting and testing.

A Frontier Energy Technician will collect water and energy data by timing the spray valve nozzles being used for pre-sanitizing plates. In addition, the amount of water that is used to fill the sink or PlateScape will be measured. This will allow for a comparison to be done. Before and during the test, Frontier Energy or a third party with similar qualifications, will ensure everything is set up and recorded correctly to make sure the data is accurate.

B. Project Tasks

Below are the deliverable tasks Grantee will complete during this project. Completing each part will be an important milestone to reaching the goal of determining PlateScape's water and energy savings in the real world.

- 1) Manufacture Twelve PlateScapes – a Grantee team headed by Nate Stein, the vice project manager, will oversee this task and it will be completed by August 1, 2018.
- 2) Develop Participation Agreements – these are agreements are between Grantee and participating restaurants and are to be approved by the District. This task will be headed by Ryan Kruse, Project manager for Grantee.
- 3) Experiment Site Selection (i.e. identify restaurants) – this task will be performed by Nate Stein, who will search for one restaurant at a time. Each participating restaurant will sign a District-approved participation agreement allowing Grantee to conduct the necessary tests in their kitchen.

- 4) Establish Test Methodology – this will be completed by Grantee, in cooperation with Frontier Energy. All methodology that is developed must be approved by the District.
- 5) Test Training and Setup – Grantee, Frontier Energy, and the test restaurant will meet prior to test date to review methodology and roles. During the experiment, a Frontier Energy representative and a restaurant employee will collect the necessary data. Grantee will also have a member of the team at the facility during parts of the test to make sure it's running smoothly.
- 6) Test Subject Fee – each participating restaurant will receive \$2,500 as compensation for their time and cooperation.
- 7) Test Technician (Frontier Energy) Fee – Frontier Energy will receive \$2,292 as compensation for their time each test
- 8) Data Analysis – Grantee will analyze all recorded data to determine water and energy savings achieved. Analysis will be broken out by participating restaurant and in aggregate.
- 9) Quarterly Reports – Grantee will submit quarterly reports to District, summarizing activity completed within that quarter and any compensation requested.
- 10) Draft Final Report – Grantee will submit a draft Final Report to the District for review. Draft final report will include all sections included in Task 11.
- 11) Final Report – Grantee will submit a Final Report to the District that incorporates all comments received. Final Report will be printed on white paper, use a 12-point font, have one-inch margins on all sides, and have numbered pages. The Final Report will include the following sections:
 - A. Title Page – include the following:
 - a. Title
 - b. Organization's name and contact information (full address)
 - c. Contact person's name, title, and contact information (telephone, email)
 - d. Date
 - e. Funding source, e.g. "Funded by: Santa Clara Valley Water District, Safe, Clean Water and Natural Flood Protection Program, Priority A2: Innovative Water Conservation Research Grants, Grant I.D. No. (if applicable)"
 - B. Summary/Abstract – briefly state within a 250-word paragraph the following:
 - a. Study purpose or question investigated
 - b. Basic methodology used
 - c. Major findings
 - C. Introduction
 - a. State the purpose of the work or the question the study is intended to address, and its relation to water conservation. If applicable, state any expected outcomes (hypotheses).
 - b. Establish the context of the work being reported, justification for the study, and provide any relevant background information, including defining relevant technical terms necessary to understand the study.

- D. Methods – describe the study approach, including:
- a. Location and description of study site
 - b. Experimental design- including number of treatments and replication, controls, measurements taken, number of samples and sampling protocol, etc.
 - c. Any assumptions made for the purpose of determining results or water conserved
 - d. Description of any statistical procedures used
 - e. Photos of the project (optional). Photos should be captioned.
- E. Findings/Results - describe the results that were obtained during the course of the study. This section should include
- a. Relevant table and/or figures
 - i. Figures/tables should be titled
 - ii. Units should be described
 - iii. Axes should be labeled
 - b. Results should be reported neutrally and reference any tables and figures included in the paper.
 - c. Amount of water conserved. State whether this is an estimation or measurement.
- F. Discussion - Interpretation of the data, progress made toward the stated goals, and how the results answer the original question or support/reject the hypothesis. Here the results may be explained and you may speculate on trends, possible causes, lessons learned, and conclusions.
- G. Recommendations or Next Steps
- a. Plans for future work or study
 - b. Possible applications
 - c. Plans to communicate/share outcomes and lessons with others, if applicable
- H. Grant Funding - Describe whether all the grant funds were spent as expected.

APPENDIX B
PROJECT SCHEDULE AND BUDGET

Task#	Task Description	Planned Task Start Date	Planned Task End Date	Total Task Cost Estimate	Grant Funding Requested
1	Manufacture 12 PlateScrapes	06/30/2018	08/01/2018	\$3,000	\$0
2	Develop Participation Agreements	06/30/2018	08/01/2018	\$3,000	\$0
3	Experiment Site Selection	07/01/2018	04/19/2019	\$8,000	\$0
4	Establish Test Methodology	07/15/2018	08/01/2018	\$1,440	\$1,440
5	Test Training and Setup	08/18/2018	04/20/2019	\$11,400	\$5,400
6	Test Subject Fee	08/18/2018	04/28/2019	\$15,000	\$15,000
7	Test Technician Fee	08/18/2018	04/28/2019	\$8,352	\$8,352
8	Data Analysis	05/01/2019	10/01/2019	\$10,200	\$0
11	Quarterly Reports	Quarterly	10/01/2019	\$0	\$0
12	Draft Final Report	05/01/2019	09/01/2019	\$0	\$0
13	Final Report	05/01/2019	10/01/2019	\$0	\$0
	Total			\$60,392	\$30,192

APPENDIX C

QUARTERLY PROGRESS AND REQUEST FOR PAYMENT FORM

GRANT:	
AGREEMENT NO.:	GRANTEE:
WATER CONSERVATION RESEARCH PROJECT TITLE:	
1. TYPE OF PAYMENT:	<div style="display: flex; justify-content: space-around;"> Reimbursement Final </div>
2. PAYMENT INFORMATION (Round all figures to the nearest dollar):	
a. Water Conservation Research Project Amount	\$ _____
b. Funds Received to Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount of This Request	\$ _____
e. Less 10% Retention (10% of d.)	\$ _____
f. Payment Amount (d. minus e.)	\$ _____
g. Remaining Funds After This Payment (c. minus d.)	\$ _____
3. SEND PAYMENT TO:	
<i>Grantee Name</i> _____	
<i>Street Address</i> _____	
<i>City, State, Zip Code</i> _____	
4. TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION:	
	<i>Title</i>
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY	
6. PAYMENT APPROVAL SIGNATURE:	

PAYMENT REQUEST FORM INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

Agreement Number—As shown on page 1 of the Agreement following execution of the Agreement by both Parties.

Grantee—GRANTEE name as shown on the Grant Agreement.

Project Title—Title of Project for which payment is requested.

1. **Type of Payment**—Check appropriate box, and submit this form:

Reimbursement—When Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or

Final—When Grantee has completed the Project, and is requesting the final payment.

2. **Payment Information:**

- a. **Water Conservation Research Project Grant Amount**—The amount of District grant funds allocated to this Water Conservation Research Project
- b. **Funds Received to Date**—Total amount already received for this Water Conservation Research Project
- c. **Available**— (a. minus b.)
- d. **Amount of This Payment Request**—Amount that is requested
- e. **Less 10% Retention** (10% of d.)
- f. **Payment Amount** (d. minus e.)
- g. **Remaining Funds After This Payment** (c. minus d.)

3. **Send Payment to:** Grantee Name, Address, and Contact Person

4. **Typed or printed name of person authorized by Resolution.**

5. **Signature of person authorized by Resolution.**

6. **Payment approval signature and date**—For District staff.

Additional Information to supply with Payment Request Form:

- **Summary of work completed during billing period, by task per attached table**
- **Documentation to support charges (i.e. subcontractor invoices, receipts, etc.)**
- **Determination if project is on schedule to meet completion date**
- **Any other relevant findings**

Project Name
Cost Tracking by Task #

Task#	Task Description	Total Project Estimate	Grant Funding Requested	Prior Request for Payment	Current Request for Payment	Remaining Grant Funding
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
	Total					0

- Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
- Determination if project is on schedule to meet completion date.
- Any other relevant findings.

APPENDIX D

Safe, Clean Water and Natural Flood Protection Program

2018 Safe, Clean Water Priority A Grant Program

Resolution No. 1

RESOLUTION OF THE PS Creations Owners_ (Title of Grantee's Governing Body)

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS UNDER THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM OF 2012

WHEREAS, the Santa Clara Valley Water District has enacted the 2018 Safe, Clean Water Priority A Grant Program, which provides funds for testing new and innovative water conservation programs and technologies; and

WHEREAS, the Santa Clara Valley Water District's Water Supply Planning and Conservation Unit has been delegated the responsibility for the administration of the grant program, setting up necessary procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Grantee's Governing Body to certify by resolution the approval of Grantee to apply for and accept grant program funds; and

WHEREAS, Grantee will enter into an Agreement with the Santa Clara Valley Water District;

NOW, THEREFORE, BE IT RESOLVED that the PS Creations Owners hereby:
(Grantee's Governing Body)

1. Approves the submission of an Application for local assistance funds from the Priority A Grant Program under the Safe, Clean Water and Natural Flood Protection Program of 2012 to complete the Project;
2. Approves the acceptance of grant funds from the Priority A Grant Program under the Safe, Clean Water and Natural Flood Protection Program of 2012, upon approval of grant funding for the Project by the District's Chief Executive Officer;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions and Financial Provisions contained in the Agreement; and
5. Appoints the (designated person) Ryan Kruse as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the 19th day of June, 2018.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by

PS Creations

(Applicant's Governing Body)
following a roll call vote:

AYES 3

NOES 0

ABSENT 0

Ryan Kru
(Clerk)

APPENDIX E

INSURANCE- CONTRACTOR-No Construction Risk

Please refer to the insurance requirements listed below.

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

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

In addition to certificates, Contractor must furnish District with copies of 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 contract commences.** In the event of a claim or dispute, District has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

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

Required Coverages

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

\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

\$1,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District.

General Liability insurance must include:

- a. Coverage that is at least as broad as that found in the standard ISO Form CG 0001.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest
- e. Broad Form Property Damage liability
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Contractor's insurance and will not contribute to it.

2. **Business Auto Liability Insurance** with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. **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)** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Contractor will be notified of such requirement(s) by the District.

(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. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Contractor's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
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 Management Administrator.

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 Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Subcontractors:** Should any of the work under this Agreement be sublet, the Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees on to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in **Required Coverages** above. Contractor agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

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

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213.

Valley Water and PS Creations Grant

(Second Extension Request)

To: Valley Water

Date: March 29, 2021

From: Stephen Zoeller, PS Creations

3620 Sacramento Drive, Suite 101

San Luis Obispo, CA 93401

Valley Water has extended us, PS Creations, this grant to determine exactly how much water and energy PLATESCRAPE saves a commercial kitchen. Due to PLATESCRAPE being a restaurant dishwashing product our ability to generate meaningful results relies of having consistent traffic at a given test location. As of the writing of this letter on March 29th, 2021, Santa Clara County has recently entered the Orange Tier. This means indoor dining at a maximum 50% capacity or 200 people, whichever is fewer. The next tier, Yellow Tier restaurants are still restricted to 50% capacity they are just not subject to have under 200 people.

Besides the government orders business operators are hesitant to allow third parties into their kitchens and some corporations have issued guidelines forbidding unnecessary visitors, sales reps, and distributors to minimize risk.

We believe our second extension request is under criteria:

B, grantee's progress in completing the scope and reasons why;

C, whether grantee has human and financial resources to complete the scope in the extended time;

D, whether such extension is in the best interest of the district

Criteria B:

Given the circumstances we have been unable to make any progress on the grant since Covid19 started spreading throughout the area. We are requesting an 18-month extension. Dr. Fauci recently indicated that we should be back to a relative "normal" in late 2021 or early 2022. If this is the case we should have ample to to submit our Final Report before the requested deadline of April 1st, 2023. We hope that we will have this finished before then, but this gives us a good buffer incase further lockdowns or restrictions are necessary.

Criteria C:

We recently sold a minority stake of the company and formed a strategic partnership with our brush manufacturer. Along with the capital infusion we have just hired our first employee! We are well equipped to finish the grant and are just patiently waiting on restaurant restrictions to ease.

Criteria D:

Santa Clara, California, and the nation will really benefit from the completion of this grant. The single location we have collected data from showed water savings of 26%. This data will prove to businesses and governments alike of the huge water and energy savings generated from our simple PLATESCRAPE.

We hope you consider our extension request.

Sincerely,

Stephen Zoeller

Funding Program:

Santa Clara Valley Water District (Safe, Clean Water and Natural Flood Protection Program)

Project Name:

2018 Safe, Clean Water Priority A Grant Agreement

APPENDIX B

PROJECT SCHEDULE AND BUDGET

(Replace with Project information)

A. Project Schedule shall include the following:

1. List of tasks consistent with Project Scope
2. Project start date
3. Project end date (no later than April 1, 2023)
4. Start and end dates for each task
5. Estimated cost for each task
6. Estimated costs for quarterly report, draft final report, and final report

B. Suggested Format

Task#	Task Description	Planned Task Start Date	Planned Task End Date	Total Task Cost Estimate	Grant Funding Requested
1	Manufacture 12 PlateScrapes	6/30/2018	8/1/2018	\$3,000	\$0
2	Develop Participation Agreements	6/30/2018	8/1/2018	\$3,000	\$0
3	Experiment Site Selection	7/1/2018	4/19/2022	\$8,000	\$0
4	Establish Test Methodology	7/15/2019	8/1/2018	\$1,440	\$1,440
5	Test Training and Setup	8/18/2018	10/20/2023	\$11,400	\$5,400
6	Test Subject Feee	8/18/2018	10/28/2023	\$15,000	\$15,000
7	Test Technician Fee	8/18/2018	10/28/2023	\$8,352	\$8,352
8	Data Analysis	5/1/2019	4/1/2023	\$10,200	\$0
11	Quarterly Reports	Quarterly	4/1/2023	\$0	\$0
12	Draft Final Report	5/1/2019	3/1/2023	\$0	\$0
13	Final Report	5/1/2019	4/1/2023	\$0	\$0
	Total			\$60,392	\$30,192

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**AMENDMENT NO. 1 TO AGREEMENT A4155R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND PS CREATIONS**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the 2018 Safe, Clean Water Priority A Grant Program Agreement A4155R (Agreement) dated June 29, 2018, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and PS Creations, L.L.C., a California limited liability company (Grantee), collectively, the "Parties."

RECITALS

WHEREAS, the Agreement provides for Grantee to receive a grant amount of up to \$30,192 from the 2018 Safe, Clean Water Priority A Grant Program for the PlateScape Project (Project); and

WHEREAS, the Grantee's ability to perform the scope as described in the Agreement was significantly impeded by the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020 prior to the Agreement expiring on June 30, 2020; and

WHEREAS, Project activities consisting of testing and analyzing water savings are to be conducted in open, fully operational restaurants, which are venues that have essentially been closed to the public for most of the past ten months; and

WHEREAS, the Agreement expired on June 30, 2020, at which time, the Project could not have been completed; and

WHEREAS, Grantee has invoiced and received \$7,146 of the total Project grant amount. Pursuant to this Amendment No. 1, the remaining grant amount of \$23,046 could be paid to Grantee by Valley Water for any work completed during the retroactively extended Agreement term; and

WHEREAS, the Parties now desire to amend the Agreement to revise Grantee's Project Schedule and to retroactively extend the term of the Agreement to provide time required for the Grantee to complete the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Grantee and Valley Water hereby agree as follows:

1. Section 1. General Provisions, H. Agreement Term, paragraph 1., is amended to retroactively extend the expiration date of "June 30, 2020" with "June 30, 2021."

**AMENDMENT NO. 1 TO AGREEMENT A4155R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM**

2. Appendix B to the Agreement, PROJECT SCHEDULE AND BUDGET, is amended to revise the Project Schedule as set forth in Revised Appendix B, Project Schedule, attached hereto and incorporated herein by this reference.
3. Section 3. Miscellaneous Provisions, B. Notices is revised to state as follows:

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To Valley Water:	To Grantee:
Rachael Gibson Chief of External Affairs Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: rgibson@valleywater.org	Ryan Kruse President 10580 San Marcos Road Atascadero, CA 93422 Phone: (805) 975-7111 E-mail: ryan.platescrape@gmail.com
Valley Water Contact:	Grantee Contact:
Kristen Yasukawa Program Administrator Designated Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2876 E-mail: kyasukawa@valleywater.org	Stephen Zoeller Chief Operating Officer 10580 San Marcos Road Atascadero, CA 93422 Phone: (203) 979-6005 E-mail: stephen@platescrape.com

4. All other terms and conditions of Agreement No. A4155R, not amended as stated herein, remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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**AMENDMENT NO. 1 TO AGREEMENT A4155R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM**

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT NO. A4155R THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

PS Creations, L.L.C.
"Grantee"

By:  DocuSigned by:
58D2E955E6DD413 _____ Date: 1/7/2021
Ryan Kruse
President

SANTA CLARA VALLEY WATER DISTRICT
"Valley Water"

By:  DocuSigned by:
404EF872AD8C4F6... _____ Date: 2/8/2021
Rick L. Callender, Esq.
Chief Executive Officer

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**AMENDMENT NO. 1 TO AGREEMENT A4155R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM**

**REVISED APPENDIX B
Project Schedule and Budget**

Task#	Task Description	Planned Task Start Date	Planned Task End Date	Total Task Cost Estimate	Grant Funding Requested
1	Manufacture 12 PlateScrapes	6/30/2018	8/1/2018	\$3,000	\$0
2	Develop Participation Agreements	6/30/2018	8/1/2018	\$3,000	\$0
3	Experiment Site Selection	7/1/2018	4/19/2019	\$8,000	\$0
4	Establish Test Methodology	7/15/2019	8/1/2018	\$1,440	\$1,440
5	Test Training and Setup	8/18/2018	4/20/2021	\$11,400	\$5,400
6	Test Subject Fee	8/18/2018	4/28/2021	\$15,000	\$15,000
7	Test Technician Fee	8/18/2018	4/28/2021	\$8,352	\$8,352
8	Data Analysis	5/1/2019	6/30/2021	\$10,200	\$0
11	Quarterly Reports	Quarterly	6/30/2021	\$0	\$0
12	Draft Final Report	5/1/2019	6/30/2021	\$0	\$0
13	Final Report	5/1/2019	6/30/2021	\$0	\$0
TOTAL				\$60,392	\$30,192

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**AMENDMENT NO. 2 TO AGREEMENT A4155R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND P.S. CREATIONS, LLC**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the FY2018 Safe, Clean Water Priority A Grant Program Agreement A4155R (Agreement) dated June 29, 2018 and Amendment No. 1 dated February 8, 2021, between Santa Clara Valley Water District (Valley Water) and P.S. Creations, LLC, a California limited liability company (Grantee), collectively, the "Parties."

RECITALS

WHEREAS, the Agreement provides for Grantee to receive a grant amount of up to \$30,192 from the 2018 Safe, Clean Water Priority A Grant Program for the PlateScape Project (Project); and

WHEREAS, the Grantee's ability to perform the scope as described in the Agreement continues to be significantly impeded by the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020; and

WHEREAS, Project activities consisting of testing and analyzing water savings are to be conducted in open, fully operational restaurants, which are venues that have essentially been closed to very limited operations over the past year; and

WHEREAS, the Agreement expires on June 30, 2021, at which time, the Project cannot be completed; and

WHEREAS, Grantee has invoiced and received \$7,146 of the total Project grant amount; and

WHEREAS, it is in the public's best interest and the Parties now desire to amend the Agreement to revise Grantee's Project Schedule and to extend the term of the Agreement to provide time required for the Grantee to complete the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement and Amendment No. 1, Grantee and Valley Water hereby agree as follows:

1. Section 1. General Provisions, H. Agreement Term, paragraph 1., is amended to extend the expiration date of "June 30, 2021" to "June 30, 2023."
2. Appendix B to the Agreement, PROJECT SCHEDULE AND BUDGET, is amended to revise the Project Schedule as set forth in Revised Appendix B, Project Schedule, attached hereto and incorporated herein by this reference.

**AMENDMENT NO. 2 TO AGREEMENT A4155R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND P.S. CREATIONS, LLC**

3. All other terms and conditions of Agreement No. A4155R and Amendment No. 1, not amended as stated herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT NO. A4155R THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

P.S. CREATIONS, LLC
"Grantee"

By:  56D2E955F6DD413... Date: 5/27/2021
Ryan Kruse
President

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Tony Estremera
Chair, Board of Directors

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 2 TO AGREEMENT A4155R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND P.S. CREATIONS, LLC**

**REVISED APPENDIX B
Project Schedule and Budget**

Task#	Task Description	Planned Task Start Date	Planned Task End Date	Total Task Cost Estimate	Grant Funding Requested
1	Manufacture 12 PlateScrapes	06/30/2018	08/01/2018	\$3,000	\$0
2	Develop Participation Agreements	06/30/2018	08/01/2018	\$3,000	\$0
3	Experiment Site Selection	07/01/2018	04/19/2022	\$8,000	\$0
4	Establish Test Methodology	07/15/2019	08/01/2018	\$1,440	\$1,440
5	Test Training and Setup	08/18/2018	10/20/2023	\$11,400	\$5,400
6	Test Subject Fees	08/18/2018	10/28/2023	\$15,000	\$15,000
7	Test Technician Fees	08/18/2018	10/28/2023	\$8,352	\$8,352
8	Data Analysis	05/01/2019	04/01/2023	\$10,200	\$0
11	Quarterly Reports	Quarterly	04/01/2023	\$0	\$0
12	Draft Final Report	05/01/2019	03/01/2023	\$0	\$0
13	Final Report	05/01/2019	04/01/2023	\$0	\$0
TOTAL:				\$60,392	\$30,192

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Santa Clara Valley Water District

File No.: 21-0527

Agenda Date: 6/22/2021

Item No.: 3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve Amendment No. 2 to Agreement No. A4153R with Trust for Conservation Innovation, doing business as Multiplier, providing a 12-month no-cost extension of the agreement expiration date from June 30, 2021 to June 30, 2022, for the Beyond Leak Detection: Evaluating Water Conservation and Leak Notification Benefits of "Smart Home" Devices Project, a Safe, Clean Water and Natural Flood Protection Program Fiscal Year 2018 Priority A Water Conservation Program Grant Agreement.

RECOMMENDATION:

Approve Amendment No. 2 to Agreement No. A4153R with Trust for Conservation Innovation, doing business as Multiplier, providing a 12-month no-cost extension of the agreement expiration date from June 30, 2021 to June 30, 2022, for the Beyond Leak Detection: Evaluating Water Conservation and Leak Notification Benefits of "Smart Home" Devices Project, a Safe, Clean Water and Natural Flood Protection Program Fiscal Year 2018 Priority A Water Conservation Program Grant Agreement.

SUMMARY:

On June 26, 2018, Santa Clara Valley Water District (Valley Water) Board of Directors (Board) approved a grant award to the Trust for Conservation Innovation in the amount not-to-exceed \$50,000 to support the Beyond Leak Detection: Evaluating Water Conservation and Leak Notification Benefits of "Smart Home" Devices (Project) (Attachment 1). The Project provides consumers with real-time water consumption data through the installation of leak detection devices in residential homes. The devices are monitored, evaluated for efficiency, and analyzed for potential water savings. To date, \$36,681.37 of the grant amount has been disbursed to Trust for Conservation Innovation for completing 11 of the total 13 tasks, including all of the planning, installation, and monitoring tasks.

The Project was originally scheduled to be completed by June 30, 2020; however, due to the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020, the Grantee was unable to complete installations in residential homes due to shelter-in-place orders. As a result of this initial delay, on February 12, 2021 the CEO approved Amendment No. 1 (Attachment 3), a no-cost, time extension of the Agreement through June 30, 2021 with the understanding that uncertainties surrounding the pandemic may further delay the Grantee preparing the final report to complete the Project.

In March 2021, the Grantee was notified that some of the participating cities would be delayed in

providing meter data. The Grantee then requested additional time to sufficiently complete data analysis and finalize the report required to complete the Project (Attachment 2).

To ensure the public benefits from the completed Project, staff recommends approval of Amendment No. 2 (Attachment 4), which would extend the term of the Agreement through June 30, 2022. This extension ensures that the Grantee has sufficient time to complete the remaining two tasks of the Project scope and their final water conservation report.

FINANCIAL IMPACT:

None. Amendment No. 2 is a no-cost, time extension.

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 changes in the environment.

ATTACHMENTS:

Attachment 1: Agreement A4153R
Attachment 2: Amendment Request
Attachment 3: Amendment No. 1
Attachment 4: Amendment No. 2

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237

SANTA CLARA VALLEY WATER DISTRICT

Safe, Clean Water and Natural Flood Protection Program

2018 SAFE, CLEAN WATER PRIORITY "A" GRANT PROGRAM

This 2018 Safe, Clean Water Priority A Grant Program Agreement (Agreement), effective upon full execution, is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California special district (District) and TRUST FOR CONSERVATION INNOVATION DBA MULTIPLIER, a California non-profit corporation (Grantee), which is the administrator and fiscal sponsor of WaterNow for purposes of the Project Grant Amount. District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES (Project).

RECITALS:

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2018 Safe, Clean Water Priority A Grant Program (Grant Program), focused on ensuring a safe, reliable water supply for the future.
- D. On September 26, 2017, the District's Board of Directors approved the use of District funds for the Grant Program and authorized the District's Chief Executive Officer to execute grant agreements.
- E. District desires to grant funds to Grantee for the purposes of having Grantee act in the capacity of administrator and fiscal sponsor for WaterNow.
- F. On November 27, 2017, the Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Grantee's BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES (see Appendix D, Resolution).
- G. Grantee submitted an application to the District's Grant Program for its BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES to conduct certain innovative water conservation related activities.
- H. In May 2018, the District Board of Directors approved the BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF

"SMART HOME" DEVICES, allocating the Project Grant Amount not to exceed \$50,000 to Grantee.

- I. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of \$50,000 and any additional funds necessary to complete the Project will be supplied by the TRUST FOR CONSERVATION INNOVATION DBA MULTIPLIER.

The Parties agree to the following terms and conditions:

Section 1. General Provisions

A. Definitions

1. Agreement: This Agreement between the District and the Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the Grantee.
2. Application: The 2018 Safe, Clean Water Priority A Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
3. District: Santa Clara Valley Water District.
4. Grantee: TRUST FOR CONSERVATION INNOVATION DBA MULTIPLIER, which is the administrator and fiscal sponsor of WaterNow for purposes of managing the Project Grant Amount.
5. Grant Program: 2018 Safe, Clean Water Priority A Grant Program.
6. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
7. Project Completion: Project completion per requirements stated in Section 1. General Provisions, G. Project Completion.
8. Project Grant Amount: The amount of Grant funds allocated by the District's Chief Executive Officer to Grantee for the Project as specified in Recital G of this Agreement.
9. Project Performance Period: The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 1. General Provisions, H. Agreement Term.
10. Safe, Clean Water: The District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
11. Total Project Cost: The full cost of the Project, including funds from all funding sources, as identified in Appendix B, Project Schedule and Budget.

B. Project Execution

1. District hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval of the District. Such request must be submitted in writing to the District Contact, per Section 3. Miscellaneous Provisions, A. Miscellaneous Provisions, Item 5 of this Agreement. District's disbursement of Grant funds is dependent on District approval of changes the District deems are significant.
3. Grantee will complete the Project in accordance with Appendix A, Project Scope and Appendix B, Project Schedule and Budget.
4. Project Scope and Project Schedule and Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and District in advance of such adjustment. Project Schedule adjustments that do not impact the expiration date of this Agreement may be approved by District without the necessity of a formal amendment to this Agreement.
5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities; and Guidelines and Standards for Land Use Near Streams and other appropriate plans.
6. The District will be the lead agency for purposes of California Environmental Quality Act (CEQA). The District may request that the Grantee provide environmental information about the Project to assist the District's CEQA review. The disbursing of the grant funds is contingent upon District's completion of the CEQA review. District has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (ii) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (iii) determining not to proceed with one or more components of the Project.

C. Project Administration/Reporting Requirements

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the District's standard form presented in Appendix C, Quarterly

Progress and Request for Payment Form. Status reports shall include an update per task as included in Appendix A, Project Scope.

2. Grantee shall provide one hard copy and one electronic version of items listed in Section 1. General Provisions, G. Project Completion.
3. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on [DATE], on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."

4. Quarterly reporting will end with submittal of Project Completion packet (see Section 1. General Provisions, G. Project Completion).

D. Termination of the Agreement

1. Grantee may unilaterally terminate this Agreement at any time prior to District disbursement of Grant Program funds by providing 30 days written notice to District.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by the District. Additionally, in the event of failure to complete Project, Grantee may be required to repay District for funds received, including interest earned at the District's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to the District.

E. Indemnification

Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify District, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of the Liabilities arise out of, pertain to, or relate to the Grantee's performance of this

Agreement or obligations stated herein, whether or not such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the negligence or willful misconduct of the District. The foregoing does not limit any strict liability imposed onto the Grantee by law or liability resulting from the sole negligence of the District.

F. Nondiscrimination

Anti-Discrimination—The District is an equal opportunity employer and requires all parties it contracts with to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any sub-consultant, employee, or applicant for employment, in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay, or other forms of compensation, or against any other person, on the basis of race, color, religion, ancestry, gender, national origin, age (over 40), marital status, medical condition (including cancer), pregnancy, parental status, the exercise of family care leave rights, political affiliation, sexual orientation, gender identity, special disabled veteran status, Vietnam Era veteran and all other Veteran status, or because of a physical or mental disability (including, HIV and AIDS). The Grantee'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 American Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); and California Labor Code Sections 1101 and 1102."

G. Project Completion

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Project Scope, Grantee must submit the Project Completion packet detailed in a-c below to the District Contact and it must include:
 - a. Final Payment Request/Invoice
 - b. Final Report, including documentation of accomplishments, water savings achieved, and reliability of the Project.
 - c. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

H. Agreement Term

1. The term of this Agreement commences upon full execution by the Parties. Approval of this Agreement by both Parties is necessary for any

disbursement of Grant funds. This Agreement expires upon the earliest of: Project Completion in accordance with Section 1. General Provisions, G. Project Completion; or June 30, 2020.

I. Insurance Provisions

1. During the entire term of the Agreement, Grantee must maintain the insurance coverage described in Appendix E. Insurance Requirements.

Section 2. Financial Provisions

A. Accounting and Audit Requirements

1. Grantee agrees to be the fiscal sponsor and administrator for WaterNow for purposes of the Project Grant Amount.
2. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, time cards, etc. AVOID AUDIT EXCEPTIONS—KEEP ACCURATE RECORDS.
3. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, 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 for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
4. Grantee's detailed budget is included as Appendix B, Project Schedule and Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by District as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
5. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Exclusion of Grantee from this list, verified at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.

6. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds.

B. Eligible Costs

Total Project Grant Amount is not-to-exceed that amount identified in Recital G of this Agreement, and will be disbursed to Grantee according to the terms and conditions as stated in Section 2. Financial Provisions, C. Payment Request Process and D. Invoicing.

1. Only Project related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application, specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts.
2. Personnel or Employee Services—Services of the Grantee's employees engaged in project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Benefit Rate Calculation to the District. Indirect overhead is limited to 10% of Salary plus Benefits. Costs charged to the project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the project. Overtime costs may be allowed under the Grantee's established policy; provided that the regular work time was devoted to the same project.
3. Salaries and wages claimed for employees working on grant funded projects must not exceed the Grantee's established rates for similar positions.
4. Consultant Services—The costs of consultant services necessary for the project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
5. Signs and Interpretive Aids—The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
6. Other Expenditures—In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
 - a. Postage; and
 - b. Transportation costs for moving equipment and/or personnel.

C. Payment Request Process

This Grant Agreement is based on a reimbursement model with specific details as noted below.

1. Grantee may submit multiple Request for Payment Forms as necessary, but not more often than monthly.
2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 1. General Provisions, G. Project Completion) and the Quarterly Progress and Request for Payment Form (Appendix C) for the final payment.

PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks.	<ul style="list-style-type: none">• Quarterly Progress and Request for Payment Form (Appendix C)• For direct expenses, copies of invoices with all attachments shall be submitted• For labor costs, copies of Timesheets shall be submitted• For Benefits Costs, a Benefits Rate Calculation will be submitted• Documentation of accomplishments (i.e., draft and final plans, designs, etc.)
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none">• Project Completion packet (see Section 1. General Provisions, G. Project Completion)

D. Invoicing

1. Grantee shall submit a completed Quarterly Progress and Request for Payment Form (Appendix C) and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix A) and Project Schedule and Budget (Appendix B). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. District will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. District will review and approve undisputed invoices within ten working days from receipt and issue payment within forty-five calendar days from receipt. District will pay invoices within forty-five calendar days from date invoice is approved by District's Project Manager.

3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to District.

Section 3. Miscellaneous Provisions

A. *Miscellaneous Provisions*

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition or covenant.
2. This Agreement contains the entire Agreement between District and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
3. This Agreement shall be governed and construed in accordance with the laws of the State of California.
4. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.
5. Grantee's request(s) for modification(s) to the Project Scope, and Project Schedule and Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the Safe, Clean Water Grant Program provided:
 - a. The Grant award by the District's Board did not impose a restriction on such revisions; and
 - b. No additional Grant funds are requested. All such requests will be considered by the District's executive management responsible for the Safe, Clean Water Grant Program.
6. Revisions to the Project Scope, and Project Schedule and Budget are subject to review and prior approval of the District.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by District. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District's executive management to evaluate Grantee's request. The District's executive management will consider criteria such as the following:
 - a. The amount of Grant funds not yet disbursed to Grantee;

- b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
 - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
 - d. Whether such extension is in the best interest of the District.
8. An amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 1. General Provisions, H. Agreement Term. If this Agreement is not extended prior to its expiration, any unexpended Grant funds will be retained by the District and unavailable to the Grantee for the Project.
 9. All Appendices, A (Project Scope), B (Project Schedule and Budget), C (Quarterly Progress and Request for Payment Form), D (Resolution), and E (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
 10. Severability—if any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
 11. Survival—Section 2. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive termination or expiration of this Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by the District provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in Section 2. General Provisions, H. Agreement Term, item 1.

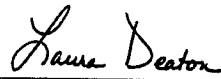
B. Notices

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective Parties as follows:

<p>Contact: Sherilyn Tran Program Administrator Office of Civic Engagement 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2772 E-mail: STran@valleywater.org</p>	<p>Grantee Contact: Laura Deaton Executive Director Trust for Conservation Innovation DBA Multiplier 405 14th Street, Suite 164 Oakland, CA 94612 Phone: (415) 421-3774 E-mail: laura@t4ci.org</p>
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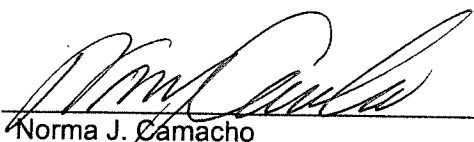
TRUST FOR CONSERVATION
INNOVATION DBA MULTIPLIER

Date: 06/11/2018

By: 
Laura Deaton
Executive Director

SANTA CLARA VALLEY WATER
DISTRICT

Date: 6/26/18

By: 
Norma J. Camacho
Chief Executive Officer

APPENDIX A

PROJECT SCOPE

According to the U.S. EPA, household leaks account for 1 trillion gallons of water waste nationwide every year¹. National studies indicate that, on average, 14% of the water treated by water systems in the U.S. is lost to leaks, with some water systems reporting water losses exceeding 60%¹. On average, 13% of indoor water use is lost to leaks². For water utilities that haven't adopted Advanced Metering Infrastructure (AMI), water meters are typically read monthly or bimonthly, and an abnormally high water bill is often the first indication that a customer might have a leak. As a result, leaks often go undetected for a significant period of time.

As a nonprofit organization seeking to advance water efficiency and conservation, WaterNow Alliance (WaterNow or WNA) has explored technologies available to assist customers in proactively identifying and fixing leaks to reduce water waste. Our comprehensive review in early 2017 of leak detection devices included the limited number of household devices currently on the market and a handful that were in beta testing, scheduled for release in late 2017 and early 2018. The newest devices utilize advanced technology with improved features such as: 1) smart phone apps that increase accessibility and ease of use; 2) continuously learning customer water consumption behavior to more accurately identify leaks; and 3) many include remote shutoff capabilities through smart phone apps to prevent potentially significant water waste and/or property damage.

Similar to AMI, next-generation leak detection devices also encourage conservation by providing real time water consumption data to customers – raising water use awareness and allowing customers to make more informed decisions about how they use water. An independent study found that East Bay Municipal Utilities District customers reduced water use by 5%, on average, when provided detailed water consumption data through the WaterSmart Software³. This is on par with the level of household energy savings that has been reported following installation of Nest® learning thermostats⁴, with Bonneville Power Authority reporting a 4% overall energy savings in a recent study.

The purpose of this pilot study is to characterize the typical water savings – both from leak detection and water conservation behavior – that households experience following installation of a next-generation leak detection device. The study will evaluate two devices found to have design features well-suited to encouraging water conservation: Flo (Flo Technologies) and an additional device manufacturer that will be selected if WaterNow is awarded the grant. There are a handful of devices that have recently entered the market or are in still in beta testing that would be a good fit for this pilot study, including, but not limited to, Buoy, FLUID, Flume Technologies, and Phyn. The Flo device and others that are in development monitor flow in the home's water main to detect abnormal or consistent flow that may be indicative of a leak.

¹ <https://www.epa.gov/watersense/fix-leak-week>

² Residential End Uses of Water, V2: Executive Report, Water Research Foundation

³ <http://www.ebmud.com/about-us/news/press-releases/new-technology-reduces-home-water-use-5-percent/>

⁴ <https://www.bpa.gov/EE/Utility/research-archive/Documents/BPA-FPUD-Nest-Thermostat-Pilot-Savings-Assessment.pdf>

A. General Description

Goals, Objectives and Strategies for Achieving Them

WaterNow is pleased to partner with the Bay Area Water Supply & Conservation Agency (BAWSCA) to recruit partnering water agencies and participating households for the pilot study. BAWSCA is a special district that represents the interests of 24 cities and water districts and two private utilities that are long term purchasers of wholesale water from the City and County of San Francisco's Regional Water System.

The following section details the pilot study objectives and our strategies for achieving them.

Objective 1: Install a minimum of 40 leak detection devices in homes to be monitored for a period of 1 year

A minimum of 40 devices, 20 of each model, will be purchased and installed in Santa Clara County homes to be monitored for a period of 12 months. An additional 40 Santa Clara County homes (or equivalent number if more devices are obtained) will be selected for the control group. Households in the control group will be selected based on characteristics (e.g. household size, irrigable land, etc.) and water use patterns that are similar to the study participants. To the maximum extent practicable, the participant group and control group will have similar baseline water use metrics. The purpose of the control group is to assist in evaluating to what degree the changes in water use observed among the participant group are attributable to the installed devices. The participants and control group will be monitored under the same conditions that might influence water consumption behavior (e.g. weather, temperature, and water use restrictions).

Objective 2: Evaluate the efficacy of leak detection devices to help customers proactively identify and fix leaks

The primary function of the leak detection devices that will be selected for this study is to assist customers in proactively identifying leaks so that they can be fixed in a timely manner, reducing water waste and potential property damage. To participate in the pilot study and receive a free leak detection device, customers will be required to sign an agreement allowing leak alerts to be shared with the project partners for the duration of the project. Customers will be contacted after a leak alert has been sent to determine: 1) whether the device correctly identified a leak; 2) the cause of the leak; and 3) the flow rate of the leak. Collecting data on possible false leak alerts, sources of leaks and the severity of leaks (flow rate) will help water agencies evaluate the overall leak detection benefits of the devices. WaterNow will coordinate with BAWSCA and the participating member agencies to define the means of customer contact and communication protocol prior to the start of the pilot. If requested by the participating member agency, WaterNow will manage customer contact and communication regarding questions, comments, leak concerns, etc. that arise during the course of the pilot.

Objective 3: Evaluate and quantify the potential for the devices to change customer water use behavior

A secondary, but equally beneficial, function of these devices is help customers conserve water. The devices selected for this study use algorithms to learn water consumption behavior over time and provide real-time water use data through accessible smart phone apps, allowing customers to better understand how water is

used in their household and pinpoint water waste and water savings opportunities. The devices offer additional features that promote water conservation, such as tools that enable the customer to create personalized conservation goals and set alerts for local watering restrictions.

Two methods will be used to assess the potential for the devices to influence water use behavior and encourage conservation – baseline metrics and control group comparisons. For the baseline metrics, each participant's monthly water usage will be compared to their three-year historical averages to determine if there has been a change in water use behavior. If a high degree of variability exists over the three years of historical water use, an additional two years will be sourced. Participants will be asked to complete a short survey prior to the start of the study to assess whether significant household changes that could impact water use have occurred over the three previous years or are likely to occur during the one-year study (e.g. number of people in the house or significant landscape changes). For control group comparisons, a group of at least 40 single-family residential accounts (or a number equal to that of the participants) in Santa Clara County will be selected with the assistance of the participating member agencies. The purpose of the control group is to help determine whether outside factors might be influencing water consumption behavior. Monthly water use for both groups will be compared to their historical average. A two-tailed unpaired t-test will be used to compare the mean change in water use of the participant group and control group to determine if there is a statistically significant difference.

Objective 4: Evaluate customer satisfaction with using the leak detection devices

To evaluate the user experience, participants will be asked to fill out a short survey on a quarterly basis. A survey link will be sent via email or text to study participants.

Objective 5: Evaluate the advantages and disadvantages of each device

The data gathered throughout the study will be used to assess the advantages and disadvantages of the two devices related to the four objectives listed above: 1) customer interest; 2) leak detection; 3) encouraging water conservation; and 4) user experience.

1. Customer Interest: The participant recruitment stage of the pilot study will provide valuable information regarding the general public's interest in these devices. While interest is expected to be high, the devices have differing components and features that may influence their appeal to consumers.

2. Leak Detection: The Flo device and other potential device candidates utilize different procedures for sending leak alerts. For example, one device categorizes the leak severity based on flow rate and uses increasingly urgent methods to alert the customer as the severity increases. Another device allows the customer to set a threshold for the duration and flow rate of a leak, and all alerts are delivered in the same manner through a smart phone app.

3. Encouraging Water Conservation: Similar to leak alerts, leak detection devices use different strategies to encourage water conservation. The Flo device learns water use patterns and compares real time usage to historical water use, time of day, day of the week and household occupancy. Another device disaggregates customer water use into relevant categorization of household fixtures and appliances such as showers, sinks, dishwashers, and clothes washers. This detailed information gives the user a better understanding of where they use water and where they might be able to cut back. The

pilot study will help the project partners understand which methods are most effective at encouraging water conservation.

4. User Experience: Flo and other potential devices offer different features and provide unique user experiences. The quarterly surveys will be used to determine if either device or certain features are preferred over the other.

Objective 6: Provide analysis and insights to inform the design of existing and/or future conservation programs

As these next-generation customer-side leak detection devices become broadly available, many water agencies may consider offering incentive programs, such as rebates, to encourage greater adoption of these devices in their communities. Throughout the course of the study detailed information will be collected regarding the frequency and cause of leaks, as well as how real-time water use information may influence a customer to change how much water they use. Our summary and analysis of this data will provide baseline information to help water agencies make informed decisions about augmenting existing or planned conservation programs to cover these devices. If the devices used in this study are able to accurately identify leaks and prevent water waste, water agencies may decide to add these, or similar devices to the list of efficiency tools eligible for rebates. Information gained through this study might also influence decisions about other conservation programs. For example, if the study finds that leaks most frequently occur in irrigation systems, water agencies may decide to increase investment in rebates for smart irrigation controllers.

1. Specific staff (working titles at a minimum) for the Project team

Danielle McPherson, Water Resource Specialist, WaterNow Alliance

Walt Wadlow, Director of Utility Relations, WaterNow Alliance

Cynthia Koehler, Executive Director, WaterNow Alliance

Tom Francis, Water Recourses Manager, Bay Area Water Supply and Conservation Agency

Andree Johnson, Senior Water Resources Specialist, Bay Area Water Supply and Conservation Agency

B. Tasks and Subtasks

The major tasks and deliverables of the pilot study are described below, broken into three phases: (i) pre-installation deliverables; (ii) device installation; and (iii) post-installation tasks.

Phase I: Pre-Installation Tasks

1. Execute Agreements

WaterNow will work with the Santa Clara Valley Water District to execute the Grant Agreement in a timely manner. In parallel, WaterNow will develop and execute an agreement with BAWSCA to cement partner roles and responsibilities.

2. Identify Ideal Participant Pool

WaterNow, BAWSCA, and the participating agencies will work together to characterize the desired household groups (e.g. high water users, customers that have experienced past leaks, etc.) and establish the target number of households per group.

3. Select Partner Agencies with BAWSCA

WaterNow, with assistance from BAWSCA, will engage two agencies in Santa Clara County that are interested in participating in the pilot study. WaterNow will develop and execute an MOU with the partner agencies to establish partner roles and responsibilities. WaterNow anticipates that participating agencies will be identified by the end of July 2018.

4. Identify Installation Contractors

WaterNow will identify a certified contractor(s) appropriate to install the devices in participating homes. The two leak detection manufacturers will provide the contractor(s) with information and training on how to install the devices. The installation contractors will in turn train participating customers to use the device and smart phone app.

No liability as associated with the devices, including their installation, maintenance, etc. will be held by WaterNow, BAWSCA, SCVWD or the partnering agencies.

5. Recruit Participants

WaterNow and the participating agencies, in collaboration with BAWSCA, will recruit household participants for the pilot study. Recruitment methods may include billing inserts, emails, targeted outreach to customers that have had past leaks, the participating agency website and social media channels (Facebook, Twitter, etc.). WaterNow will develop recruitment materials, to be approved by SCVWD, that the participating agencies can brand and customize for their use.

As participating households are confirmed they will be asked to sign the SCVWD approved data sharing agreement, allowing: 1) the leak detection device manufacturer to share leak alerts with the project partners; and 2) the water provider to share historical water use data and monthly water use data with the project partners for the duration of the project.

6. Identify Control Group Households

WaterNow will work with the participating agencies to identify single-family residential accounts with characteristics similar to the pilot study participants for the control group. Characteristics may include but are not limited to: 1) household size (number of bedrooms & bathrooms); 2) area of irrigable land; and 3) water consumption behavior.

Phase II: Device Installation

7. Purchase Devices and Oversee Installation

WaterNow will purchase a minimum of 40 devices (total) from the two different manufacturers and provide them to the selected installation contractor(s). Participating households will be responsible for scheduling appointments with the pre-approved installers within a specified period of time. No installation will take place without an executed liability waiver signed by an authorized person in each participating household holding WaterNow, BAWSCA, SCVWD and the partnering agencies harmless with regard to any actions or impacts stemming from that household's participation in the study including any property damage associated with the installation or operation of the devices.

The contractor(s) will be required to submit documentation verifying that the devices were installed in the correct locations. The contractor(s) will also be expected to train participating

customers on how to use their particular device and smart phone app. WaterNow will review documentation provided by the contractors and confirm that the devices were installed at the proper location before issuing payment for installation services.

8. Develop Historical Baseline Metrics

The participating agencies will provide WaterNow with the most recent three years of monthly water use data for the study households and the control group assuming all required agreements have been secured by WaterNow.

Phase III: Post-Installation Tasks

9. Monitoring and Data Collection

For the duration of the study, the partnering agencies will collect monthly water use data for study households and the control group and share this information with WaterNow. The partnering agencies and WaterNow will determine a mutually agreed upon frequency at which this information will be provided (e.g. monthly, every two months or quarterly). WaterNow will collect leak alert information (e.g. cause of leak) provided by the leak detection device manufacturers.

10. Review and Analysis of Data

WaterNow will review the leak alert information to determine whether there was the likelihood of a leak and what the cause of the leak was. This may be done through phone calls, automated emails or texts to the relevant households. WaterNow will use monthly water use data to quantify the extent to which the leak detection devices are able to influence customer water use. Participating households will be asked to complete a quarterly survey to provide data about the user experience. Responses will be compared: 1) to others with the same device to determine if there is general consensus within the group; 2) to responses from households with a different leak detection device to determine if one device is preferred over the other; and 3) over time to determine if there's a change in user experience through the duration of the study.

11. Quarterly Reporting

WaterNow will submit quarterly reports per grant guidelines. A copy of the Quarterly Progress and Request for Payment form is provided in Appendix C. Copies of the quarterly reports will also be provided to BAWSCA and the participating product manufacturers.

12. Draft Final Report

WaterNow will draft the final report for review and comment by SCVWD, BAWSCA and the participating agencies no later than 30 days before the expiration of the Grant Agreement.

13. Final Report

WaterNow will create the final report incorporating feedback from SCVWD, BAWSCA, and the participating agencies. The final report will be submitted on or before the expiration of the Grant Agreement unless otherwise approved by SCVWD.

Report will be printed on white paper, use a 12-point font, have one-inch margins on all sides, and have numbered pages. The report will include the following sections:

A. Title Page – include the following:

- a. Title
- b. Organization's name and contact information (full address)
- c. Contact person's name, title, and contact information (telephone, email)

- d. Date
- e. Funding source, e.g. "Funded by: Santa Clara Valley Water District, Safe, Clean Water and Natural Flood Protection Program, Priority A2: Innovative Water Conservation Research Grants, Grant I.D. No. (if applicable)"
- B. Summary/Abstract – briefly state within a 250-word paragraph the following:
 - a. Study purpose or question investigated
 - b. Basic methodology used
 - c. Major findings
- C. Introduction
 - a. State the purpose of the work or the question the study is intended to address, and its relation to water conservation. If applicable, state any expected outcomes (hypotheses).
 - b. Establish the context of the work being reported, justification for the study, and provide any relevant background information, including defining relevant technical terms necessary to understand the study.
- D. Methods – describe the study approach, including:
 - a. Location and description of study site
 - b. Experimental design- including number of treatments and replication, controls, measurements taken, number of samples and sampling protocol, etc.
 - c. Any assumptions made for the purpose of determining results or water conserved
 - d. Description of any statistical procedures used
 - e. Photos of the project (optional). Photos should be captioned.
- E. Findings/Results - describe the results that were obtained during the course of the study. This section should include
 - a. Relevant table and/or figures
 - i. Figures/tables should be titled
 - ii. Units should be described
 - iii. Axes should be labeled
 - b. Results should be reported neutrally and reference any tables and figures included in the paper.
 - c. Amount of water conserved. State whether this is an estimation or measurement.
- F. Discussion - Interpretation of the data, progress made toward the stated goals, and how the results answer the original question or support/reject the hypothesis. Here the results may be explained and you may speculate on trends, possible causes, lessons learned, and conclusions.
- G. Recommendations or Next Steps
 - a. Plans for future work or study
 - b. Possible applications
 - c. Plans to communicate/share outcomes and lessons with others, if applicable
- H. Grant Funding - Describe whether all the grant funds were spent as expected.

APPENDIX B

PROJECT SCHEDULE AND BUDGET

Water Conservation Research Project Schedule & Budget					
Clarify steps, timeline, and costs of project for the review panel. Tasks can be general categories such as "experimental site selection, data analysis, etc." or more specific					
Task #	Task Description	Total Estimated Cost of Task	Grant Funding Requested	Planned Start Date	Planned Completion Date
	Phase I: Pre-Installation Tasks				
1	Execute Agreement with SCVWD	\$1,038	\$779	5/9/18	6/30/18
2	Select Partner Agencies with BAWSCA	\$1,779	\$1,335	7/1/18	9/30/18
3	Identify Installation Contractors	\$576	\$432	7/1/18	9/30/18
4	Identify Ideal Participant Pool	\$1,151	\$863	10/1/18	10/15/18
5	Recruit Participants ⁵	\$3,682	\$2,762	10/1/18	12/31/18
6	Identify Control Group Households	\$1,527	\$1,145	10/1/18	12/31/18
	Phase II: Device Installation				
7	Purchase Devices and Oversee Installation	\$34,630	\$25,970	10/1/18	12/31/18
8	Develop Historical Baseline Metrics	\$461	\$346	11/1/18	12/31/18
	Phase III: Post-Installation Tasks				
9	Monitoring and Data Collection	\$9,036	\$6,777	11/1/18	12/31/19
10	Review and Analysis of Data	\$7,345	\$5,509	11/1/18	12/31/19
11	Reporting Quarterly	\$1,381	\$1,036	7/1/18	12/31/19
12	Draft Final Report	\$3,025	\$2,269	1/1/20	1/31/20
13	Final Report	\$1,036	\$777	2/1/20	2/28/20
	Total	\$66,667	\$50,000	5/9/18	2/28/20

⁵ Participant recruitment may take more than the anticipated three months. If this is the case, recruitment, device installation, and identification of corresponding control group account will be a rolling exercise. Data analysis will also be on a rolling schedule so a full 12-months of data will be collected for each participant and corresponding control group account.

APPENDIX C

QUARTERLY PROGRESS AND REQUEST FOR PAYMENT FORM

GRANT:	
AGREEMENT NO.:	GRANTEE:
WATER CONSERVATION RESEARCH PROJECT TITLE:	
1. TYPE OF PAYMENT: Reimbursement Final	
2. PAYMENT INFORMATION (Round all figures to the nearest dollar): <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> a. Water Conservation Research Project Amount b. Funds Received to Date c. Available (a. minus b.) d. Amount of This Request e. Less 10% Retention (10% of d.) f. Payment Amount (d. minus e.) g. Remaining Funds After This Payment (c. minus d.) </div> <div style="width: 35%; text-align: right;"> \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ </div> </div>	
3. SEND PAYMENT TO: <div style="display: flex; justify-content: space-between;"> <div style="width: 35%;"> <i>Grantee Name</i> <i>Street Address</i> <i>City, State, Zip Code</i> <i>Attention</i> </div> <div style="width: 60%;"> _____ _____ _____ _____ </div> </div>	
4. TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION: <i>Title</i>	
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION: <i>Date</i>	
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY	
6. PAYMENT APPROVAL SIGNATURE: <i>Date</i>	

PAYMENT REQUEST FORM INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

Agreement Number—As shown on page 1 of the Agreement following execution of the Agreement by both Parties.

Grantee—GRANTEE name as shown on the Grant Agreement.

Project Title—Title of Project for which payment is requested.

1. **Type of Payment**—Check appropriate box, and submit this form:

Reimbursement—When Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or

Final—When Grantee has completed the Project, and is requesting the final payment.

2. **Payment Information:**

- a. **Water Conservation Research Project Grant Amount**—The amount of District grant funds allocated to this Water Conservation Research Project
- b. **Funds Received to Date**—Total amount already received for this Water Conservation Research Project
- c. **Available**—(a. minus b.)
- d. **Amount of This Payment Request**—Amount that is requested
- e. **Less 10% Retention** (10% of d.)
- f. **Payment Amount** (d. minus e.)
- g. **Remaining Funds After This Payment** (c. minus d.)

3. **Send Payment to:** Grantee Name, Address, and Contact Person

4. **Typed or printed name of person authorized by Resolution.**

5. **Signature of person authorized by Resolution.**

6. **Payment approval signature and date**—For District staff.

Additional Information to supply with Payment Request Form:

- Summary of work completed during billing period, by task per attached table
- Documentation to support charges (i.e. subcontractor invoices, receipts, etc.)
- Determination if project is on schedule to meet completion date
- Any other relevant findings

Project Name
Cost Tracking by Task #

Task#	Task Description	Total Project Estimate	Grant Funding Requested	Prior Request for Payment	Current Request for Payment	Remaining Grant Funding
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
	Total					0

- Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
- Determination if project is on schedule to meet completion date.
- Any other relevant findings.

APPENDIX D

RESOLUTION

Safe, Clean Water and Natural Flood Protection Program

2018 SAFE CLEAN WATER PROJECT A2 GRANT PROGRAM

Resolution No: 2017-WNA-SCVWD

RESOLUTION OF THE Board of Directors of the Trust for Conservation Innovation
(Title of Grantee's Governing Body)

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS UNDER THE SAFE, CLEAN WATER AND
NATURAL FLOOD PROTECTION PROGRAM OF 2012**

WHEREAS, the Santa Clara Valley Water District has enacted the 2018 Safe Clean Water Project A2 Water Conservation Grant Program, which provides funds for testing of new and innovative water conservation programs and technologies; and

WHEREAS, the Santa Clara Valley Water District's Water Conservation Unit has been delegated the responsibility for the administration of the grant program, setting up necessary procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Grantee's Governing Body to certify by resolution the approval of Grantee to apply for and accept grant program funds;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Trust for Conservation Innovation __ hereby:
(Grantee's Governing Body)

1. Approves the submission of an Application for local assistance funds from the 2018 Safe Clean Water Project A2 Water Conservation Grant Program under the Safe, Clean Water and Natural Flood Protection Program of 2012;
2. Approves the acceptance of grant funds from the 2018 Safe Clean Water Project A2 Water Conservation Grant Program, upon approval of grant funding for the Water Conservation Research Project by the District's Chief Executive Officer;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Water Conservation Research Project(s) for which it seeks funding from the 2018 Project A2 Water Conservation Grant Program;
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions and Financial Provisions contained in the Agreement; and
5. Appoints the (designated position) Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Water Conservation Research Project.

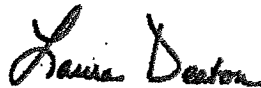
Approved and Adopted on the 27th day of November, 2017.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Trust for Conservation Innovation following a roll call vote:
(Applicant's Governing Body)

AYES 8

NOES

ABSENT



APPENDIX E

INSURANCE- CONTRACTOR-No Construction Risk

Please refer to the insurance requirements listed below.

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

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

In addition to certificates, Contractor must furnish District with copies of 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 contract commences.** In the event of a claim or dispute, District has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

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

Required Coverages

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

\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

\$1,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District.

General Liability insurance must include:

- a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest
- e. Broad Form Property Damage liability
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement

must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Contractor's insurance and will not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. 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)** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Contractor will be notified of such requirement(s) by the District.

(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. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Contractor's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
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 Management Administrator.

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 Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Subcontractors:** Should any of the work under this Agreement be sublet, the Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees on to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in Required Coverages above. Contractor agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

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

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213.

March 25, 2021

Kristen Yasukawa
Community Benefits Program Administrator
Office of Civic Engagement
5750 Almaden Expressway
San Jose, CA 95118
Phone: (408) 630-2876
E-mail: KYasukawa@valleywater.org

RE: SCVWD 2018 Water Conservation Research Grant – Extension Request
Beyond Leak Detection: Evaluating Water Conservation and Leak Notification Benefits of “Smart Home” Devices

Dear Ms. Yasukawa:

I’m writing to request an extension for our 2018 Water Conservation Research Grant from June 30, 2021 to June 30, 2022. The extension will not change the overall budget or any specific line items.

As detailed in our 2019 and 2020 quarterly reports, the onset of COVID and the corresponding Shelter-in-Place orders, combined with installation challenges from Buoy Labs, one of the selected leak detection device manufacturers, led to a delay in the installation of some of the study’s leak detection devices. The delays around the installation of the Buoy Leak Detection devices were largely due to internal challenges that Buoy was facing that limited their availability to devote to this project. As a result, in July of 2019, WaterNow and Buoy Labs agreed to halt all incomplete installations and switch the remaining devices required for this research grant to the other device manufacturer, Flo by Moen. WaterNow and the participating cities quickly moved to recruit new participants to fill all but one of the remaining treatment group vacancies¹ and began the project’s 12-month monitoring period on April 1, 2020.

The monitoring period will continue through March 31, 2021. Initially it was estimated that after the monitoring period concludes, the participating cities would need one and a half to two months to provide WaterNow with water use data to be analyzed and included in the final report. However, three of the four participating cities read meters and bill on a bi-monthly basis, and with their current meter read schedules, it will likely take them 2 months – until June 2021 – to capture all participants’ water use through March 31, 2021. Extending the grant deadline will enable WaterNow sufficient time to gather all of the necessary data, and include water use through the full 12-month monitoring period into the analysis summarized in the draft report and final report. It will also ensure that WaterNow is able to fully respond to any questions or comments that may arise from the review of the report by Valley Water’s subject matter experts.

¹ As of March 17, 2020, all but one of the devices had been installed. On March 16, 2020, the Santa Clara County Health Officer issued a Shelter in Place order. As a result, and due to the uncertain nature of the ongoing global COVID-19 pandemic through the summer and fall of 2020, the final installation did not take place.

An updated Project Schedule and Budget is provided below. Please note that there are no proposed changes to the cost of this project.

Water Conservation Research Project Schedule & Budget					
Clarify steps, timeline, and costs of project for the review panel. Tasks can be general categories such as “experimental site selection, data analysis, etc.” or more specific					
Task #	Task Description	Total Estimated Cost of Task	Grant Funding Requested	Planned Start Date	Planned Completion Date
Phase I: Pre-Installation Tasks					
1	Execute Agreement with SCVWD	\$1,038	\$779	5/9/18	6/30/18
2	Select Partner Agencies with BAWSCA	\$1,779	\$1,335	7/1/18	9/30/18
3	Identify Installation Contractors	\$576	\$432	7/1/18	9/30/18
4	Identify Ideal Participant Pool	\$1,151	\$863	10/1/18	10/15/18
5	Recruit Participants	\$3,682	\$2,762	10/1/18	2/28/20
6	Identify Control Group Households	\$1,527	\$1,145	10/1/18	2/28/20
Phase II: Device Installation					
7	Purchase Devices and Oversee Installation	\$34,630	\$25,970	10/1/18	3/17/20
8	Develop Historical Baseline Metrics	\$461	\$346	11/1/18	3/17/20
Phase III: Post-Installation Tasks					
9	Monitoring and Data Collection	\$9,036	\$6,777	4/1/20	4/31/21
10	Review and Analysis of Data	\$7,345	\$5,509	4/1/20	4/31/21
11	Reporting Quarterly	\$1,381	\$1,036	7/1/18	5/15/21
12	Draft Final Report	\$3,025	\$2,269	4/1/21	6/31/21
13	Final Report	\$1,036	\$777	6/1/21	9/30/21
Total		\$66,667	\$50,000	5/9/18	6/30/22

Please feel free to contact us should you have any questions.

Sincerely,



Laura Deaton
Executive Director
Multiplier
548 Market Street, PMB 81178
San Francisco CA 94104
Phone: (415) 423-3418
E-mail: Laura@multiplier.org



**AMENDMENT NO. 1 TO AGREEMENT A4153R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND TRUST FOR CONSERVATION INNOVATION**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the 2018 Safe, Clean Water Priority A Grant Program Agreement A4153R (Agreement) dated June 26, 2018, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and TRUST FOR CONSERVATION INNOVATION, a California non-profit corporation DBA Multiplier (Grantee), collectively, the "Parties."

RECITALS

WHEREAS, the Agreement provides for Grantee to receive a grant amount of up to \$50,000 from the 2018 Safe, Clean Water Priority A Grant Program for the BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES Project (Project); and

WHEREAS, the Grantee's ability to perform the scope as described in the Agreement was significantly impeded by the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020, prior to the Agreement expiring on June 30, 2020; and

WHEREAS, the Agreement expired on June 30, 2020, at which time, the Project could not have been completed; and

WHEREAS, the Grantee requested additional time to sufficiently gather all necessary water-savings data, conduct analysis, and create the final report required to complete the scope of Project; and

WHEREAS, Grantee has invoiced \$36,681.35 of the total Project grant amount. Pursuant to this Amendment No. 1, the remaining grant amount of \$13,318.65 could be paid to Grantee by Valley Water for any work completed during the retroactively extended Agreement term; and

WHEREAS, the Parties now desire to amend the Agreement to revise Grantee's Project Schedule, and to retroactively extend the term of the Agreement to provide time required for the Grantee to complete the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Grantee and Valley Water hereby agree as follows:

1. Section 1. General Provisions, H. Agreement Term, paragraph 1., is amended to retroactively extend the expiration date of "June 30, 2020" with "June 30, 2021."
2. Appendix B to the Agreement, PROJECT SCHEDULE AND BUDGET, is amended to revise the Project Schedule as set forth in Revised Appendix B, PROJECT SCHEDULE AND BUDGET, attached hereto and incorporated herein by this reference.

**AMENDMENT NO. 1 TO AGREEMENT A4153R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND TRUST FOR CONSERVATION INNOVATION**

3. Section 3. Miscellaneous Provisions, B. Notices is revised to state as follows:

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To Valley Water:	To Grantee:
Rachael Gibson Chief of External Affairs Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 Email: rgibson@valleywater.org	Laura Deaton Executive Director Multiplier 548 Marker Street, PMB 81178 San Francisco, CA 94104 Phone: (415) 421-3774 Email: laura@t4ci.org
Valley Water Contact:	Grantee Contact:
Kristen Yasukawa Program Administrator Designated Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630 2876 Email: kyasukawa@valleywater.org	Amy Weinfurter Senior Water Resources Specialist Multiplier 548 Marker Street, PMB 81178 San Francisco, CA 94104 Oakland, CA 94612 Phone: (847) 224-2984 Email: aw@aternow.org

4. All other terms and conditions of Agreement No. A4153R, not 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 NO. A4153R THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

TRUST FOR CONSERVATION INNOVATION

"Multiplier"

By:  DocuSigned by:
Date: 2/12/2021
Laura Deaton
Executive Director

SANTA CLARA VALLEY WATER DISTRICT

"Valley Water"

By:  DocuSigned by:
Date: 2/25/2021
Rick L. Callender, Esq.
Chief Executive Officer

**AMENDMENT NO. 1 TO AGREEMENT A4153R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND TRUST FOR CONSERVATION INNOVATION**

REVISED APPENDIX B

Project Schedule and Budget

Task #	Task Description	Total Estimated Cost of Task	Grant Funding Requested	Planned Start Date	Planned Completion Date
Phase I: Pre-Installation Tasks					
1	Execute Agreement with SCVWD	\$1,038	\$779	5/9/18	6/30/18
2	Select Partner Agencies with BAWSCA	\$1,779	\$1,335	7/1/18	9/30/18
3	Identify Installation Contractors	\$576	\$432	7/1/18	9/30/18
4	Identify Ideal Participant Pool	\$1,151	\$863	10/1/18	10/15/18
5	Recruit Participants	\$3,682	\$2,762	10/1/18	2/28/20
6	Identify Control Group Households	\$1,527	\$1,145	10/1/18	2/28/20
Phase II: Device Installation					
7	Purchase Devices and Oversee Installation	\$34,630	\$25,970	10/1/18	3/17/20
8	Develop Historical Baseline Metrics	\$461	\$346	11/1/18	3/17/20
Phase III: Post-Installation Tasks					
9	Monitoring and Data Collection	\$9,036	\$6,777	4/1/20	4/31/21
10	Review and Analysis of Data	\$7,345	\$5,509	4/1/20	4/31/21
11	Reporting Quarterly	\$1,381	\$1,036	7/1/18	5/15/21
12	Draft Final Report	\$3,025	\$2,269	4/1/21	5/31/21
13	Final Report	\$1,036	\$777	6/1/21	6/30/21
	Total	\$66,667	\$50,000	5/9/18	6/30/21

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**AMENDMENT NO. 2 TO AGREEMENT A4153R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND TRUST FOR CONSERVATION INNOVATION**

This Amendment No. 2 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the 2018 Safe, Clean Water Priority A Grant Program Agreement A4153R (Agreement) dated June 26, 2018 and Amendment No. 1 dated February 25, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and TRUST FOR CONSERVATION INNOVATION, a California non-profit corporation DBA Multiplier (Grantee), collectively, the "Parties."

RECITALS

WHEREAS, the Agreement provides for Grantee to receive a grant amount of up to \$50,000 from the 2018 Safe, Clean Water Priority A Grant Program for the BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES (Project); and

WHEREAS, the Grantee's ability to perform the scope as described in the Agreement has been significantly impeded by the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020; and

WHEREAS, the Grantee's ability to complete the scope prior to the Agreement expiration date has been impeded due to the need to replace some of the installed devices and delayed meter reading and reporting by some of the participating cities; and

WHEREAS, the Agreement expires on June 30, 2021, at which time, the Project cannot be successfully completed; and

WHEREAS, the Grantee requested additional time to sufficiently gather all necessary water-savings data, conduct analysis, and create the final report required to complete the scope of Project; and

WHEREAS, Grantee has invoiced and received \$36,681.37 of the total Project grant amount to date; and

WHEREAS, it is in the public's best interest and the Parties now desire to amend the Agreement to revise Grantee's Project Schedule and to extend the term of the Agreement to provide additional time required for the Grantee to complete the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement and Amendment No. 1, Grantee and Valley Water hereby agree as follows:

1. Section 1. General Provisions, H. Agreement Term, paragraph 1., is amended to extend the expiration date of "June 30, 2021" to "June 30, 2022."

**AMENDMENT NO. 2 TO AGREEMENT A4153R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND TRUST FOR CONSERVATION INNOVATION**

2. Appendix B to the Agreement, PROJECT SCHEDULE AND BUDGET, is amended to revise the Project Schedule as set forth in Revised Appendix B, PROJECT SCHEDULE AND BUDGET, attached hereto and incorporated herein by this reference.
3. All other terms and conditions of Agreement A4153R and Amendment No. 1 not amended as stated herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT NO. A4153R THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

TRUST FOR CONSERVATION INNOVATION

"Multiplier" (Grantee)

By:  Date: 5/30/2021
Laura Deaton
Executive Director

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Tony Estremera
Chair, Board of Directors

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 2 TO AGREEMENT A4153R
2018 SAFE, CLEAN WATER PRIORITY A GRANT PROGRAM
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND TRUST FOR CONSERVATION INNOVATION**

**REVISED APPENDIX B
Project Schedule and Budget**

WATER CONSERVATION RESEARCH PROJECT SCHEDULE & BUDGET					
Task #	Task Description	Total Estimated Cost of Task	Grant Funding Requested	Planned Start Date	Planned Completion Date
Phase I: Pre-Installation Tasks					
1	Execute Agreement with SCVWD	\$1,038	\$779	5/9/18	6/30/18
2	Select Partner Agencies with BAWSCA	\$1,779	\$1,335	7/1/18	9/30/18
3	Identify Installation Contractors	\$576	\$432	7/1/18	9/30/18
4	Identify Ideal Participant Pool	\$1,151	\$863	10/1/18	10/15/18
5	Recruit Participants	\$3,682	\$2,762	10/1/18	2/28/20
6	Identify Control Group Households	\$1,527	\$1,145	10/1/18	2/28/20
Phase II: Device Installation					
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8	Develop Historical Baseline Metrics	\$461	\$346	11/1/18	3/17/20
Phase III: Post-Installation Tasks					
9	Monitoring and Data Collection	\$9,036	\$6,777	4/1/20	4/31/21
10	Review and Analysis of Data	\$7,345	\$5,509	4/1/20	4/31/21
11	Reporting Quarterly	\$1,381	\$1,036	7/1/18	5/15/21
12	Draft Report	\$3,025	\$2,269	4/1/21	6/31/21
13	Final Report	\$1,036	\$777	6/1/21	9/30/21
TOTAL:		\$66,667	\$50,000	5/9/18	6/30/22

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Santa Clara Valley Water District

File No.: 21-0619

Agenda Date: 6/22/2021
Item No.: 3.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve the Agreement with MBK Engineers for the CalSim 3 Modeling to Support Climate Impact Analysis on Water Supply Project, Project No. 91151001, CAS File No. 5173, for a Not-to-exceed Fee of \$350,000.

RECOMMENDATION:

Approve the agreement with MBK Engineers for CalSim 3 Modeling to Support Climate Impact Analysis on Water Supply for a not-to-exceed fee of \$350,000.

SUMMARY:

To effectively perform long-term water supply planning, Santa Clara Valley Water District (Valley Water) needs to account for climate change and regulatory uncertainty. CalSim modeling is required for that analysis because it is the only model for the imported water system that can provide Valley Water future allocation predictions. Valley Water does not have a CalSim modeler in-house and requires a consultant with the expertise to complete the services needed.

The primary goal of this project is to quantify potential climate change and regulatory impacts to Valley Water's CVP and SWP allocations. The consultant will use CalSim 3 to provide imported water delivery data for input to Valley Water's water supply planning model (WEAP) by:

- A. Developing modeling scenarios that evaluate the impacts of potential future regulatory requirements on Valley Water's CVP and SWP deliveries at mid- and late century
- B. Forecasting the joint impacts of future climate and regulations on Valley Water's imported water supplies
- C. Providing and interpreting CalSim 3 modeling results to support Valley Water's climate impact analysis and WEAP modeling

Consultant Selection Process

On January 14, 2021, a Request for Proposal (RFP) for CalSim 3 Modeling to Support Climate Impact Analysis on Water Supply was published on Valley Water's Contract Administration System (CAS). The RFP outreach notification was sent to 121 firms that are either registered in CAS under

expertise code HE20 - Water Supply Optimization Modeling, and/or registered with the California Department of General Services. Valley Water received proposals from two consultant firms, MBK Engineers and Stantec Consulting, Inc. An Evaluation Committee (EC) of Valley Water staff, consisting of two imported water subject matter experts and two water supply modeling subject matter experts, ranked the written proposals. Both firms, MBK Engineers and Stantec Consulting, Inc. were invited and participated in subsequent virtual oral first and second interviews conducted on March 10, 2021 and April 22, 2021, respectively.

Based on the combined (written and oral) rating scores, the EC recommended staff to proceed with the highest ranked firm, MBK Engineers., for contract negotiations.

FINANCIAL IMPACT:

The Agreement with MBK Engineers for CalSim 3 Modeling to Support Climate Impact Analysis on Water Supply has a not-to-exceed amount of \$350,000. Funding for this item is included in the Fiscal Year 2021 budget under project 91151001 Water Conservation Program.

CEQA:

The recommended action to approve the Agreement does not constitute a project under the California Environmental Quality Act (CEQA) because it does not have the potential to result in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: Agreement

UNCLASSIFIED MANAGER:

Kirsten Struve, 408-630-3138



STANDARD CONSULTANT AGREEMENT

(For Administrative (General) Consultant Contracts)
Terms and Conditions Template
Rev. A 5/11/2020-6/30/2021

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and MBK ENGINEERS, a California Corporation (Consultant), individually the Party or collectively the Parties.

WHEREAS, Valley Water desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, Valley Water and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule(s), attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Services described in an attached Schedule(s) must be performed by Consultant, or at its direction, in a manner sufficient to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with Valley Water staff in engineering, operations, and maintenance units to be made aware of Valley Water operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule(s).
- B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Consultant must perform services and provide all deliverables as required.
- C. Consultant shall not undertake any Services not described in the attached Schedule(s) unless authorized in writing by Valley Water prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

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 a 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. Consultant shall make available upon Valley Water's request, documentation of qualifications and licensing of personnel performing Services described herein.

4. Valley Water's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by Valley Water, which Valley Water determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to Valley Water.

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by Valley Water which Valley Water determines result from Consultant's errors or omissions in Consultant's deliverables.

6. Valley Water Standardization Requirements

Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software that is compatible with Valley Water Microsoft Office software used at the time(s) Valley Water issues a Notice-to-Proceed (NTP) pursuant to this Agreement.

7. Consultant Key Staff and Subconsultants

- A. Consultant's Key Staff and firms subcontracted by the Consultant (Subconsultants) assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 1) Consultant must obtain Valley Water's approval of all Subconsultants. Upon Valley Water's request, Consultant must provide copies of all Subconsultant agreements.

- 2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to Terms and Conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.
- F. Consultant will not charge Valley Water for the time it takes Consultant's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

Valley Water 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. Consultants Subconsultants

- 1) Valley Water Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
- 2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that Valley Water's assistance is necessary to achieve such compliance, Consultant shall promptly notify Valley Water.

- B. Consultant shall provide, at Valley Water's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, Valley Water has the right to inspect and copy any records of Consultant regarding such compliance.
- C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.
- B. Consultant shall immediately notify Valley Water in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon Valley Water's request, Consultant shall provide Valley Water with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

Consultant will perform all services as an independent contractor and not an agent or employee of Valley Water. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of Valley Water. Except as expressly provided in this Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8, Compliance with All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and

disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8, Compliance with All Laws.

- D. Consultant warrants that: all work under this Agreement shall be Consultant's original work and none of the services or inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and Consultant has the full right to allow it to provide Valley Water with the assignments and rights provided for herein.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

Valley Water will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). Valley Water will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the services as otherwise required by the Terms and Conditions of this

Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

Valley Water will facilitate access to Valley Water facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the Total Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or eliminated. If the Scope of Services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
- 1) Employee classification and name itemized with all labor charges by Service task,
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task,
 - 3) Other direct charges and expenses by Service task,
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in Attachment One to Schedule(s), Fees and Payments, and
 - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project Schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document Services completed; document the execution of the tasks described in this Services; and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.
- 1) The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look-ahead schedule listing deliverables and activities planned for the next two months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated

length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;

- d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:
- 1) Electronic copies to be sent via email: APinvoice5750@valleywater.org;
 - 2) Hard Copies to be sent to:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a progress report, Consultant must also ensure that each invoice contains the following information:
- 1) Agreement Number;
 - 2) Full Legal Name of Consultant/Firm;
 - 3) Payment Remit-to Address;
 - 4) Invoice Number;
 - 5) Invoice Date (the date invoice is mailed); and
 - 6) Beginning and end date for billing period that services were provided.

- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water's Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact-Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water's Project Manager.
- I. If Supplemental services are required, Consultant services will be provided on a time and material basis as described in the Schedule(s), Fees and Payments, will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required services.

3. Prevailing Wages – NOT USED

4. Retention

Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs off the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final 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 the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by Valley Water.

2. Project Schedule Table

Consultant will perform and complete the services described in the Scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. Consultant will coordinate services with Valley Water to provide the timeline of all tasks and sub-tasks including the site visits, document review, meetings, and deliverables.

3. Monitoring of Project Schedule

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by Valley Water.

4. Project Delays

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify Valley Water Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may its discretion grant, a reasonable adjustment in the Project Schedule.

5. Changes to the Project Schedule

District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

2. Valley Water Rights

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-to-Proceed or Task Order.
- B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as

specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3, Consultant's Compensation upon Termination or Suspension.

- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation Upon Termination or Suspension

In the event of termination of this Agreement or any Task Order, or suspension of Services by Valley Water, Consultant shall receive compensation based on satisfactory performance, accepted by Valley Water, as follows:

- A. For Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination or suspension pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination or suspension;
- B. For Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination or suspension and all authorized expenses incurred to demobilize from the Project after the date of termination or suspension; and
- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

The Terms and Conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution, as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard Consultant Agreement, Appendix Four, Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard Consultant Agreement, Appendix Four, Insurance Requirements to the Standard Consultant Agreement, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

2. Reuse of Instruments of Service

If Valley Water desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which Valley Water has

already paid Consultant, Valley Water will release Consultant from any liability incurred by Valley Water from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, thru, and between Valley Water and Consultant that may be relied upon are limited to printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished are only for the mutual convenience of the Parties.

4. Computer-Generated Material

Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright will belong to Valley Water.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. Valley Water makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by Valley Water. Valley Water will refer complaints in writing and Consultant will advise Valley Water in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Attachments to the Schedule(s), and all executed Task Orders, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.

B. Formation of an Agreement between the Parties requires accomplishment of the following:

1) Execution of the Agreement by Consultant;

- 2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
- 3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
- 4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable;
- 5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;
- 6) Any other requirements that are deemed necessary by Valley Water; and
- 7) Execution of the Agreement by Valley Water.

3. No Assignment

- A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.
- B. In no event, shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that Valley Water policy prohibits the acceptance by Valley Water personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to Valley Water.

6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide

Valley Water and its agent(s) with any relevant information requested and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency providing Valley Water with grant funds to pay for Consultant's services, for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.

- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from Valley Water. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
 - 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, with Valley Water in a manner prescribed by Valley Water an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; 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 Valley Water an amendment to their Form 700 anytime 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 with Valley Water an Annual Statement in a manner prescribed by Valley Water during Valley Water's annual filing season, as determined by Valley Water.
- 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement 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 Valley Water's Conflict of Interest Code).
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Gov. Code § 81000 et. Seq. and Government Code § 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water's Project Manager, Consultant will have 15 calendar days to remove that employee(s), officer(s), agent(s), Subconsultant(s)', and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to Valley Water.
- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three Task Order Template). The proposed Task must identify the following:
 - 1) Description of the supplemental services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;

- 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the supplemental services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One Additional Legal Terms (Appendix One), and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.
- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify Valley Water if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in Valley Water's name, Consultant shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

16. Taxes and Benefits

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

17. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

18. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of Valley Water and Consultant at their respective addresses as follows:

VALLEY WATER:

Deputy Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

CONSULTANT:

Consultant Principal Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

19. No Third Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

20. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

21. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. Valley Water is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of Valley Water to appropriate funds for purposes of this Agreement.

22. Appendices

The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

23. Schedule(s) and Attachments

Schedule A-GEN, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule A-GEN - Fees and Payments
Attachment Two to Schedule A-GEN - Schedule of Completion
Attachment Three to Schedule A-GEN - Consultant's Key Staff and Subconsultants
Attachment Four to Schedule A-GEN - 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
Valley Water

MBK ENGINEERS
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Walter W. Bourez III
Title: Principal Engineer

Date: _____

Date: _____

ATTEST:

Consultant's Address:

455 University Ave, Suite 100

Sacramento, CA

Michele L. King, CMC
Clerk, Board of Directors

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**STANDARD CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal:

- A. For any agreement to be awarded for any project that is related to the services provided pursuant to this Agreement; [OR NOT USED]
- B. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two Dispute Resolution.

3. Small Business Enterprise (SBE) Participation – NOT USED

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Officer unless delegated to the Unit Manager.
- C. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$ [Authorization Amount] - NOT USED
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$ [NOT-TO-EXCEED AMOUNT]. - NOT USED

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms and Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its Subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering training facilities and facilitator will be borne by Valley Water.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Valley Water and Consultant.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

- 1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.
- 2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- 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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- 2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.
- 3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.
- 4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

- 1) Mediation sessions are private.
- 2) The Parties and their representatives may attend mediation sessions.
- 3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

- 1) The mediator will not divulge any confidential information disclosed by the Parties or by witnesses in the course of the mediation.
- 2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- 3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- 4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the mediation proceedings;
 - c. Proposals made or views expressed by the mediator; and
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

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APPENDIX TWO
DISPUTE RESOLUTION**

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

- 1) By the execution of a Settlement Agreement by the Parties;
- 2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- 3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

- 1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- 2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

5. Compensation for Participation in Mediation

Neither Consultant nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and Valley Water arising out of this Agreement.

**STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("Valley Water") and _____ ("Consultant"), dated _____.

Valley Water: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed \$ _____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
 - D. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fees or at the hourly rates established in Attachment One to the Schedule(s), Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

**STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
 - A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
 - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

7. Signatures:

Signature: _____

NAME OF CONSULTANT FIRM
[PRINT NAME]
[PRINT TITLE]

DATE

Signature: _____

SANTA CLARA VALLEY WATER DISTRICT
[PRINT NAME]
[PRINT TITLE]

DATE

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Appendix Four insurance requirement.

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix. 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 valleywater@ebix.com.

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5173**

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

IMPORTANT: The agreement or CAS number must be included.

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

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

If Consultant receives any notice that any of the insurance policies required by this Appendix Four Insurance may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix Four Insurance is canceled or coverage is reduced.

Maintenance of Insurance

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

Renewal of Insurance

Consultant will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

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

valleywater@ebix.com

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5173**

IMPORTANT: The agreement or CAS number must be included.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

Required Coverages

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

\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$1,000,000 per claim/ **\$1,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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 CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

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

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**SCHEDULE A-GEN
SCOPE OF SERVICES**

1. Representatives

- A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water must be addressed to Valley Water Project Manager (VWPM).

Samantha Greene, PhD
Senior Water Resources Specialist
Water Supply Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2275
Email: SGreene@valleywater.org

Metra Richert (Valley Water Unit Manager)
Water Supply Planning and Conservation Manager
Water Supply Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2978
Email: MRichert@valleywater.org

Vincent Gin (Division Deputy Officer)
Deputy Operating Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2366
Email: VGin@valleywater.org

- B. Consultant's Project Manager is as listed below. All Valley Water questions pertaining to this Agreement shall be referred to Consultant's Project Manager.

Walter W. Bourez III (Consultant Project Manager)
Principal Engineer
455 University Ave, Suite 100
Sacramento, CA 95825

Phone: (916) 456-4400
Email: bourez@mbkengineers.com

All Valley Water questions pertaining to this Agreement shall be referred to Consultant's Project Manager. All correspondence to Consultant shall be addressed to the address set forth above.

SCHEDULE A-GEN SCOPE OF SERVICES

- C. 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 Consultant's Principal Officer.

Walter W. Bourez III (Consultant Principal Officer)
Principal Engineer
455 University Ave, Suite 100
Sacramento, CA 95825

Phone: (916) 456-4400
Email: bourez@mbkengineers.com

2. Scope of Services

This Schedule A-GEN, Scope of Services describes the professional services to be performed by Consultant for Valley Water's **CalSim 3 Modeling to Support Climate Impact Analysis on Water Supply** (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.

3. Project Objectives

The primary goal of this project is to quantify potential climate change and regulatory impacts to Valley Water's CVP and SWP allocations. The consultant will use CalSim 3 to provide imported water delivery data for input to Valley Water's water supply planning model by:

- A. Developing modeling scenarios that evaluate the impacts of potential future regulatory requirements on Valley Water's CVP and SWP deliveries at mid- and late century.
- B. Forecasting the joint impacts of future climate and regulations on Valley Water's imported water supplies
- C. Providing and interpreting CalSim 3 modeling results to support Valley Water's climate impact analysis. Valley Water's climate impact analysis will be completed using Valley Water's water supply planning model, called the Water Evaluation and Planning (WEAP) model.

4. Project Background

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. The Water Supply Planning & Conservation Unit oversees Valley Water's water conservation programs and water supply and infrastructure planning to ensure long-term water supply reliability for Santa Clara County. This project supports Valley Water's water supply and infrastructure planning needs by informing how Valley Water's imported water reliability may change in the future. Findings from this project will be

SCHEDULE A-GEN SCOPE OF SERVICES

integrated into Valley Water's modeling and analysis that informs Valley Water's boarder planning efforts. Information related to Valley Water's planning efforts that this project will support can be found at <https://www.valleywater.org/your-water/water-supply-planning>.

- C. Climate change impacts such as warming temperatures, shrinking snowpack, increasing weather extremes, and prolonged droughts pose significant challenges in water resources management, potentially including Valley Water's operational flexibility and water supply availability. Already, climate change impacts are being observed across California and in the San Francisco Bay Area, and climate modeling projections indicate that these impacts will continue or become more extreme. Moreover, potential future regulatory requirements in the Delta watershed to respond to current and future environmental concerns may also impact Valley Water's water supply availability. To support Valley Water's mission of providing a reliable, clean water supply, Valley Water is looking for a consultant to use CalSim 3 to develop climate change and regulatory scenarios for Valley Water's water supply modeling and analysis.

Statewide and local changes in precipitation and temperature could significantly impact Valley Water's water supplies and operations, the effectiveness of potential water supply investments, and water demand patterns. Recognizing additional complexity and significant uncertainty associated with climate change impacts, Valley Water has worked with Santa Clara University to project climate change impacts to local precipitation, temperature, and reservoir inflows in mid and late century. Based on these projections, Valley Water is developing a climate impact analysis which will use Valley Water's Water Evaluation and Planning (WEAP) model to assess climate change impacts to Valley Water's existing and future water supply reliability.

Imported water from the federal Central Valley Project (CVP) and California's State Water Project (SWP) currently accounts for approximately 40% of Valley Water's supply. Therefore, the climate impact analysis will need to include climate change projections for impacts to Valley Water's CVP and SWP contract supplies. Since 2005, the California Department of Water Resources (DWR) and the U.S. Bureau of Reclamation (Reclamation) have completed and released several climate studies that assessed climate change impacts to the CVP and SWP. The newest one is the 2018 DWR study (Wang, etc., 2018) published in California's Fourth Climate Change Assessment, which uses DWR's newly developed water planning model, CalSim 3, to quantify climate change risks to the CVP and SWP water supply reliability. While these statewide analyses provide a foundation for Valley Water's climate study, it does not provide Valley Water-specific information needed for Valley Water's climate change impact analysis.

In addition, regulatory requirements in the Delta have been a source of uncertainty for imported water. In the foreseeable future, it is anticipated that the regulatory requirements in the Delta will be changed to accommodate climate impacts and address environmental concerns. These potential changes will have important ramifications for Valley Water's imported supplies. Therefore, Valley Water is seeking consultant services to develop CalSim 3 scenarios to model the impact of climate change and potential regulatory changes to Valley Water's imported water supplies. The CalSim 3 modeling results will support Valley Water's climate change impact analysis and water supply modeling for long range water supply planning.

SCHEDULE A-GEN SCOPE OF SERVICES

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to Consultant. The comments provided by Valley Water staff during the workshops will be documented by Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 6) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need

SCHEDULE A-GEN SCOPE OF SERVICES

to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

1. CalSim 3 model platform will be used to complete the analysis.
2. Outputs will be provided to Valley Water in excel or comma separated values format.

6. Scope of Services

Task 1 - Project Management

- 1.1** The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule A-GEN, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule A-GEN, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.2 Kickoff Meeting

Consultant will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

1.3 Project Work Plan

- 1.3.1** Consultant will prepare a Project Work Plan in accordance with this Scope of Services.
- 1.3.2** The Project Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.
- 1.3.3** The Project Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.
- 1.3.4** Monitor work progress, task budgets, and project schedules, and coordinate completion of work products.

SCHEDULE A-GEN SCOPE OF SERVICES

- 1.3.5 Prepare and submit monthly invoices with written progress reports summarizing work completed in the billing period. 1.3.5 Assess progress against the project schedule and identify potential deviations from the scope, budget, and schedule.
- 1.4 Progress Meeting and Workshops.** Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, discuss and progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.
- 1.5 One-on-One Meetings with Valley Water.** Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention. The meeting schedule will be established by Valley Water, weekly/biweekly either in person, or by done, at Valley Water's discretion.
- 1.6 Coordination and Communication with External Agencies.** Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.
- 1.7 Public Outreach.** If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.
- 1.8 Project-Specific Sub-Tasks**
- 1.8.1 Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the tasks.

Task 1 - Deliverables

1. Project Design Work Plan including QA/QC Plan (Draft, Draft Final and Final)
2. Meeting agendas, minutes, and presentations
3. Weekly or twice-a-week meetings/conference calls attendance and notes; frequency of meetings and/or calls will be at Valley Water's discretion
4. Monthly invoices and progress reports

Task 1 - Assumptions

1. Tasks will be completed throughout term of agreement.
2. It is assumed that the Consultant will be requested to perform all tasks.

SCHEDULE A-GEN SCOPE OF SERVICES

Task 2 - Developing Climate Change and Regulatory Scenarios

- 2.1** Valley Water is interested in evaluating how future climate change and regulations may impact their imported supplies using CalSim 3. To support this effort, Consultant will gather background information related to climate change and regulations to help inform the development of climate change and regulatory scenarios that will be evaluated in CalSim 3. Valley Water has already begun this effort by summarizing the Fourth California Climate Change Assessment and can share this work with Consultant.

2.2 Project-Specific Sub-Tasks

To inform scenario development and selection, this task will also include:

- 2.2.1 Meeting with DWR and/or USBR to determine how climate change and potential future regulations may impact operations;
 - 2.2.2 Reviewing studies/reports/modeling efforts that evaluated climate change impacts to SWP and CVP watersheds' hydrology;
 - 2.2.3 Reviewing potential future regulations and policies that may impact imported water operations and deliveries such as amendments to the Bay-Delta Water Quality Control Plan, Voluntary Agreements, and ESA/CESA permit conditions;
- 2.3** Climate change: Consultant will perform a review of climate data sets and different climatic projections that are available and recommended by DWR and Reclamation for use in CalSim 3 and provide a recommendation for ValleyWater. The InterGovernmental Panel on Climate Change will be releasing the Sixth Assessment Report (AR6) in 2022. Consultant will assess the implications of the AR6 data set while determining the long-term planning horizon for Valley Water. Consultant will coordinate with Reclamation Technical Center that developed the CalSim 3 climate data set for the American River Basin study and ensure that the climate change approach and data set for ValleyWater are consistent with the approach recommended by the DWR Climate Change Technical Advisory Group (CCTAG) and similar approaches adopted by the California Water Commission for its climate change analysis of the Water Storage Investment Program.
- 2.4** Regulations: Consultant will work with Valley Water to develop a suite of scenarios that reflect potential regulatory changes in the future. The scenarios should capture the potential range of changes and at a minimum be developed based on different combinations of the following factors:
- 2.4.1 Potential future regulatory requirements such as implementation of State Water Board's unimpaired flow criteria, and/or modifications to SWP/CVP salinity compliance requirements.
 - 2.4.2 Potential changes to CVP and SWP operations under those future regulatory scenarios.
 - 2.4.3 CVP and SWP operations with and without potential future projects such as new conveyance facilities, new north of Delta storage facilities, and/or new south of Delta storage facilities.

SCHEDULE A-GEN SCOPE OF SERVICES

Task 2 - Deliverables

1. Draft Technical Memo (TM)-2 with track changes enabled that summarizes background on climate change and potential future SWP/CVP operational scenarios, climate and regulatory scenarios that will be evaluated in CalSim 3.0, and reasoning for chosen scenario.
2. Final Technical Memo (TM)-2 that with Valley Water comments addressed to the satisfaction of Valley Water project staff.
3. Electronic copies of all data, reports, files, or communications gathered to complete Task 2.

Task 2 - Assumptions

1. Tasks will be completed six months after kick-off meeting.
2. It is assumed that the Consultant will be requested to perform all tasks.

Task 3 - Modeling Analysis to Project Climate and Regulatory Change Impacts to Imported Water Supplies

- 3.1** Consultant will work with Valley Water to determine 12 climate change and regulatory scenario combinations to evaluate in CalSim 3. Each scenario will be developed for projection years determined in Task 2. Depending on findings in tasks 1 and 2 and on Valley Water's needs, Valley Water may be interested in additional scenarios beyond the 12 scoped in Task 3. These additional scenarios would be scoped for in Task 4, Supplemental Services.

3.2 Project-Specific Sub-Tasks

- 3.2.1** Consultant will prepare the climate change input data and regulatory operations input for CalSim 3 for each of selected scenarios based on information gathered in Task 1.
- 3.2.2** Consultant will run CalSim 3 for the agreed upon scenarios and provide allocation information for Valley Water's imported supplies. In addition, Consultant will provide an interpretation of the model results and conversion, as needed, of CalSim model results for input into Valley Water's WEAP model.

Task 3 - Deliverables

1. Excel files that summarize Valley Water's monthly allocation for SWP and CVP contract water (e.g, project water, article 21, and article 215) from the CalSim model and conversion, as needed, of model results for input into Valley Water's WEAP model for each scenario.
2. CalSim 3 model files including all input data and climate projections.
3. Process flowcharts and detailed steps on how to convert CalSim model result datasets into input datasets for Valley Water's WEAP model.
4. One training session to show Valley Water how to run the different scenarios in CalSim 3.
5. Draft Technical Memo (TM)-3 with track changes enabled that explains model assumptions, data inputs, scenarios, results, and any refinements or next steps needed.
6. Final Technical Memo (TM)-3 that with Valley Water comments addressed to the satisfaction of Valley Water project staff.

SCHEDULE A-GEN SCOPE OF SERVICES

Task 3 - Assumptions

1. Tasks will be completed twelve months after kick-off meeting.
2. It is assumed that the Consultant will be requested to perform all tasks.

Task 4 - Supplemental Services

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive an approved Task Order issued by Valley Water and executed by both Parties. Refer to the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

4.1 Specific examples include:

- 4.1.1 Additional climate change and regulatory scenario combinations to evaluate in CalSim 3.
- 4.1.2 Additional modeling and/or analysis related to climate change and future regulations.

4.2 Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 3 as Task 4 Supplemental Services, to include but not be limited to:

- 4.2.1 Additional meetings;
- 4.2.2 Additional time allotted for meetings;
- 4.2.3 Additional status/progress reports;
- 4.2.4 Additional phone conference calls;
- 4.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 4.2.6 Additional public outreach visual materials.

7. Attachments

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule A-GEN - Fees and Payments
Attachment Two to Schedule A-GEN - Schedule of Completion
Attachment Three to Schedule A-GEN - Consultant's Key Staff and Subconsultants
Attachment Four to Schedule A-GEN - Reference Materials

**SCHEDULE A-GEN
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$350,000** (Not-to-Exceed or NTE). Under no conditions will the total compensation to Consultant exceed NTE Fee payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

The NTE compensation of this Agreement consists of the following task fee breakdown. No Services will be performed or fees paid by Valley Water to Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	\$79,400
2	Developing Climate Change and Regulatory Scenarios	\$60,000
3	Modeling Analysis to Project Climate and Regulatory Change Impacts to Imported Water Supplies	\$150,000
4	Supplemental Services	\$60,600
Total Not-to-Exceed Fees		\$350,000

3. Terms and Conditions

Payments for Services performed, as described in this attached Schedule, which applies to the specific Services, will be based on the following terms:

- A. Valley Water will pay for Services provided by Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- 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 Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

**SCHEDULE A-GEN
ATTACHMENT ONE
FEES AND PAYMENTS**

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 and subconsultant vendor services. These other direct expenses may be billed at actual cost linked to each Agreement Task, as approved by Valley Water' Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
- 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
- 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.
- 4) A markup of 0% will apply to Consultant only to manage Subconsultants, subcontractors and vendors, including lab services.

D. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, the Consultant must obtain written approval from the District Project Manager as to the number of hours per task prior to that individual working on the Project. - NOT USED

E. Prevailing Wage Requirements – NOT USED

**SCHEDULE A-GEN
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant:	
Walter Bourez, Project Manager	\$245
Lee Bergfeld, Technical Advisor	\$245
Dan Easton, Technical Lead	\$240
Shankar Parvathinathan, Technical Lead	\$200
Wesley Walker, Modeler	\$166

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**SCHEDULE A-GEN
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **36 months**, after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Developing Climate Change and Regulatory Scenarios	Six
3	Modeling Analysis to Project Climate and Regulatory Change Impacts to Imported Water Supplies	Twelve
4	Supplemental Services	Duration of Agreement

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**SCHEDULE A-GEN
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
Walter Bourez	Project Manager	455 University Ave, Suite 100 Sacramento, CA 95825 (916) 456-4400 bourez@mbkengineers.com
Lee Bergfeld	Technical Advisor	455 University Ave, Suite 100 Sacramento, CA 95825 (916) 456-4400 bergfeld@mbkengineers.com
Dan Easton	Technical Lead	455 University Ave, Suite 100 Sacramento, CA 95825 (916) 456-4400 easton@mbkengineers.com
Shankar Parvathinathan	Technical Lead	455 University Ave, Suite 100 Sacramento, CA 95825 (916) 456-4400 parvathinathan@mbkengineers.com
Wesley Walker	Modeler	455 University Ave, Suite 100 Sacramento, CA 95825 (916) 456-4400 walker@mbkengineers.com

2. The following Subconsultants are authorized to perform Services on the Project:

Firm	Project Role	Contact Information
Not Applicable		

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**SCHEDULE A-GEN
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) http://www.aqua.gov/fc-forms/fc-1650
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Wang, Jianzhong, Hongbing Yin, Erik Reyes, Tara Smith, Francis Chung (California Department of Water Resources). 2018. Mean and Extreme Climate Change Impacts on the State Water Project. California's Fourth Climate Change Assessment. Publication number: CCCA4-EXT-2018-004.
4	https://www.valleywater.org/your-water/water-supply-planning
5	https://water.ca.gov/Library/Modeling-and-Analysis/Central-Valley-models-and-tools/CalSim-3
6	https://data.cnra.ca.gov/dataset/calsim-3

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Santa Clara Valley Water District

File No.: 21-0562

Agenda Date: 6/22/2021
Item No.: 3.5.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approval of Minutes.

RECOMMENDATION:

Approve the minutes.

SUMMARY:

In accordance with the Ralph M. Brown Act, a summary of Board discussions, and details of all actions taken by the Board, during all open and public Board of Directors meetings, is transcribed and submitted to the Board for review and approval.

Upon Board approval, minutes transcripts are finalized and entered into the District's historical records archives and serve as historical records of the Board's meetings.

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: 032321 CS and Regular Meeting Minutes
Attachment 2: 040621 Special and CS Meeting Minutes
Attachment 3: 041321 CS and Regular Meeting Minutes
Attachment 4: 041421 Special and CS Meeting Minutes
Attachment 5: 041521 Special Meeting Minutes

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711



BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, MARCH 23, 2021
4:00 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Closed Session and Regular Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order at 4:00 pm.

1.1. Roll Call.

Board members in attendance were Barbara Keegan, Gary Kremen, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos being present in the Board room, constituting a quorum of the Board.

Staff in attendance was M. King, Clerk, Board of Directors. Staff participating by teleconference were R. Callender, Chief Executive Officer, B. Hopper, Acting District Counsel, A. Baker, R. Blank, B. Broome, J. Bourgeois, M. Cook, R. Gibson, V. Gin, C. Hakes, M. Lugo, H. McMahon, D. Mody, D. Rocha, L. Orta, K. Struve, D. Taylor, S. Tippets, G. Williams, K. Wong, B. Yerrapotu, and T. Yoke.

2. TIME CERTAIN:

Chairperson Tony Estremera confirmed that the Board would adjourn to Closed Session for consideration of Items 2.1 and 2.2.

4:00 PM

**2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
THREAT TO PUBLIC SERVICES OR FACILITIES
Pursuant to Government Code Section 54957(a)
Consultation with Alex Gordon, Assistant Officer**

**2.2. CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957(b)(1)
Title: CEO, District Counsel and Clerk of the Board

Upon return to Open Session, the same Board members and staff were present.

6:00 PM

2.3. District Counsel Report on Closed Session.

Mr. Brian Hopper, Senior Assistant District Counsel, reported that in regard to Item 2.1, the Board met in Closed Session with all members present, and gave direction to staff.

Chairperson Estremera reported that in regard to Item 2.2, the Board met in Closed Session with all members present and took no reportable action.

2.4. Pledge of Allegiance/National Anthem.

Director Nai Hsueh led all present in reciting the Pledge of Allegiance.

2.5. Orders of the Day.

Chairperson Estremera confirmed that Item 3.6 would be removed from the Consent Calendar for individual consideration, and that Item 4.2 would be continued to a future meeting.

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

Mr. Blair Beekman, of undisclosed residency or affiliation, encouraged Board transparency on Valley Water's accounting practices, and expressed concern about the possible impacts of low-income water rate subsidies on future water rates.

Chairperson Estremera advised Mr. Beekman of the Board's upcoming Budget discussion and Water Rate Hearings schedules.

2.7. Update on United States Army Corps of Engineers Partnership Projects for Fiscal Year 2021.

Recommendation: Receive and discuss information related to status of the United States Army Corps of Engineers projects where Valley Water is the Local Sponsor, Co-Local Sponsor, or member of a Local Sponsor Agency.

Ms. Rechelle Blank, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo, and introduced the following United States Army Corps of Engineers (USACE) San Francisco District (District) representatives in attendance: Commander, Lieutenant Colonel John D. Cunningham; Deputy District Engineer, Stuart Townsley; Deputy Program Manager, Thomas R. Williams; and Branch Chief, Patrick McKinley.

The corresponding presentation materials contained in Attachment 1 were reviewed by Lieutenant Colonel Cunningham; and Commander Townsley and Mr. Rick Callender, Chief Executive Officer, provided closing comments expressing appreciation for the joint-agency collaborative efforts.

2.8. Presentation of 2020 Board Advisory Committees/Commission Accomplishments Reports.

Recommendation: Receive and approve the 2020 Accomplishments Reports as presented by the Board's Advisory Committees/Commission 2020 Chairs/Vice Chairs or COB Committee Liaison.

Ms. Glenna Brambill, Management Analyst II, reviewed the information on this item, per the attached Board Agenda Memo, and the corresponding presentation materials were reviewed as follows: Ms. Brambill reviewed Attachments 1 and 2; and Mr. Arthur M. Keller, Environmental and Water Resource Committee 2020 Chair, reviewed Attachment 3.

The Board noted the information, without formal action.

3. CONSENT CALENDAR: (3.1 – 3.8)

Chairperson Estremera removed Item 3.6 from the Consent Calendar for individual consideration, and the Board considered Consent Calendar Items 3.1 through 3.5, 3.7, and 3.8, under one motion.

3.1. Adopt Recommended Positions on State Legislation: AB 315 (Stone) Voluntary Stream Restoration Landowner Liability: Indemnification; AB 361 (Robert Rivas) Open Meetings: Local Agencies: Teleconferences; SB 274 (Wieckowski) Local Government Meetings: Agendas and Documents; SB 323 (Caballero) Water and Sewer Rate Validation; SB 351 (Caballero) The California Water Innovation Act of 2021; SB 559 (Hurtado) Department of Water Resources: Water Conveyance Systems: Canal Conveyance Capacity Restoration Fund, and Other Efforts to Secure Subsidence Repair Funding for Water Conveyance; and *SB 626 (Dodd) Construction Manager/General Contractor Procurement Method: Department of Water Resources.

Recommendation: A. Adopt a Position of "Support" on: AB 315 (Stone) Voluntary stream restoration landowner liability: indemnification;
B. Adopt a Position of "Support" on: AB 361 (Robert Rivas) Open meetings: local agencies: teleconferences;
C. Adopt a Position of "Support" on: SB 274 (Wieckowski) Local government meetings: agendas and documents;
D. Adopt a Position of "Support" on: SB 323 (Caballero) Water and Sewer Rate Validation;
E. Adopt a Position of "Support" on: SB 351 (Caballero) The California Water Innovation Act of 2021;

- F. Adopt a Position of “Support” on: SB 559 (Hurtado) Department of Water Resources: water conveyance systems: Canal Conveyance Capacity Restoration Fund, and other efforts to secure subsidence repair funding for water conveyance; and
- G. *Adopt a Position of “Support” on: SB 626 (Dodd) Construction Manager/General Contractor Procurement Method: Department of Water Resources.

- 3.2. Approve Recommended Positions on Federal Legislation: H.R. 1015 (Napolitano) – Water Recycling Improvement and Investment Act; H.R. 737 (Valadao) – Responsible, No-Cost Extension of Western Water Infrastructure Improvements for the Nation (RENEW WIIN) Act; H.R. 848 (Thompson) – Growing Renewable Energy and Efficiency Now (GREEN) Act of 2021; H.R. 866 (Calvert) – Federal Integrated Species Health (FISH) Act; H.R. 644 (Calvert) – Reducing Environmental Barriers to Unified Infrastructure and Land Development (REBUILD) Act; S. 101 (Markey) – Environmental Justice Mapping and Data Collection Act of 2021; and Other Legislation That May Require Urgent Consideration for a Position by the Board.

- Recommendation:
- A. Adopt a position of “Support” on H.R. 1015 (Napolitano) – Water Recycling Improvement and Investment Act;
 - B. Adopt a position of “Support” on H.R. 737 (Valadao) – Responsible, No-Cost Extension of Western Water Infrastructure Improvements for the Nation (RENEW WIIN) Act;
 - C. Adopt a position of “Support and Amend” on H.R. 848 (Thompson) – Growing Renewable Energy and Efficiency Now (GREEN) Act of 2021;
 - D. Adopt a position of “Support” on H.R. 866 (Calvert) – Federally Integrated Species Health (FISH) Act;
 - E. Adopt a position of “Support” on H.R. 644 (Calvert) – Reducing Environmental Barriers to Unified Infrastructure and Land Development (REBUILD) Act; and
 - F. Adopt a position of “Support” on S. 101 (Markey) – Environmental Justice Mapping and Data Collection Act of 2021.

- 3.3. Adopt Federal Funding Requests for Federal Fiscal Years 2022 and 2023.

Recommendation: Adopt the recommended Federal Fiscal Year (FY) 2022 appropriations requests, and the FY 2023 Federal budget requests, for Valley Water-sponsored and Valley Water-supported projects.

- 3.4. Consider Membership Nominations for Committee Appointment to the Renewed Safe, Clean Water Independent Monitoring Committee.

Recommendation: Consider two-year/three-year membership appointments to the Renewed Appointment to the Renewed Safe, Clean Water Independent Monitoring Committee (SCW IMC).

3.5. Designation of Santa Clara County Special Districts Association Representative.

Recommendation: Designate Director Linda J. LeZotte as the Representative, and Director Gary Kremen as the alternate, on the Santa Clara County Special Districts Association.

3.7. Approval of Minutes.

Recommendation: Approve the minutes.

3.8. Accept the CEO Bulletin for the Weeks of March 5 – 18, 2021.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 3.1 through 3.5, 3.7, and 3.8 under one motion, as follows: adopt the recommended positions on State and Federal legislation, as contained in Items 3.1 and 3.2; adopt the Federal FY 2022 appropriations requests, and FY 2023 Federal budget request, as contained in Item 3.3; consider two- and three-year appointments to the renewed SCW IMC, as contained in Item 3.4; designate Director Linda J. LeZotte as representative, and Director Gary Kremen as alternate, on the Santa Clara County Special Districts Association, as contained in Item 3.5; approve the minutes, as contained in Item 3.7; and accept the CEO Bulletin, as contained in Item 3.8.

Move to Approve: Richard Santos

Second: Linda J. LeZotte

Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera

Nays: None

Abstains: None

Recuses: None

Absent: None

Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Chairperson Estremera returned the agenda to Item 3.6.

3.6. Adopt the Plans and Specifications and Authorize Advertisement for Bids for Construction of the Upper Guadalupe River Reach 6 Aquatic Habitat Improvement Project, Project No. 26154002, Contract No. C0660 (San Jose) (District 6).

Recommendation: A. Adopt the Plans and Specifications and Authorize Advertisement for Bids for Construction of the Upper

Guadalupe River Reach 6 Aquatic Habitat Improvement Project (Project) per the Notice to Bidders; and

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

Director Keegan acknowledged the importance of the Project to Valley Water's commitment to the environment, and expressed appreciation to staff for moving the Project forward.

Move to Adopt:	Barbara Keegan
Second:	Nai Hsueh
Yeas:	Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

4.1. Review Fiscal Year 2021 Board Policy Planning Calendar.

Recommendation: Review, discuss and revise the Fiscal Year 2021 Board Policy Planning Calendar.

Director Hsueh expressed appreciation for staff efforts to improve the calendar and requested that the calendar be posted on the Board of Directors' web page, next to the Board Work Plan.

The Board noted the information, without formal action.

4.2. Consider Renaming the Joint Water Resources Committee with the Cities of Morgan Hill and Gilroy to the Joint Recycled Water Policy Advisory Committee with the Cities of Morgan Hill and Gilroy; Approve Committee Purpose; and Approve Board Chair Recommended Board Member Appointments.

Recommendation: A. Approve Renaming the Joint Water Resources Committee with the Cities of Morgan Hill and Gilroy to the Joint Recycled Water Policy Advisory Committee with the Cities of Morgan Hill and Gilroy (JRWPAC-MH/Gilroy);
B. Approve JRWPAC-MH/Gilroy Committee Purpose; and
C. Approve Chair Recommended Board Member Appointments to the proposed JRWPAC-MH/Gilroy Committee.

The Board continued Item 4.2 to a future meeting.

- 4.3. Consider the Recycled Water Committee Recommendation from the February 24, 2021 Meeting to Amend the 2021 Legislative Guiding Principles to Include Revision of Principle (I)(A)(3) Regarding Recycled Water.

Recommendation: Approve the February 24, 2021 Recycled Water Committee recommendation to the Board to amend the 2021 Legislative Guiding Principles to include revision of Principle (I)(A)(3) regarding recycled water.

Move to Approve: Richard Santos

Second: Nai Hsueh

Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera

Nays: None

Abstains: None

Recuses: None

Absent: None

Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- 4.4. Board Committee Reports.

The Board noted the information contained in Handouts 4.4-A through 4.4-G, without formal action.

- 4.5. Proposed Future Board Member Agenda Items.

None.

5. WATER UTILITY ENTERPRISE:

- 5.1. Report of Bids Received and Award of Construction Contract to Mountain Cascade, Inc. for the Penitencia Water Treatment Plant Rehabilitation of Flocculation and Sedimentation Basins Project, Project No. 93764004, Contract No. C0664 (San Jose), (District 3).

Recommendation: A. Ratify Addenda Nos. 1 and 2 to the Contract Documents for the Penitencia Water Treatment Plant Rehabilitation of Flocculation and Sedimentation Basins Project;
B. Award the Construction Contract to Mountain Cascade, Inc. in the sum of \$5,033,125.00; and
C. Approve a contingency sum of \$754,970.00 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Mr. Gregory Williams, Acting Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: Richard Santos

Second: Nai Hsueh

Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

5.2. Receive Information on Cybersecurity Assistance to Water Retailers.

Recommendation: Receive and discuss information on the potential for Valley Water to provide assistance to water retailers, related to cybersecurity.

Ms. Bhavani Yerrapotu, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo.

The Board noted the information, without formal action.

6. WATERSHEDS:

None.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

None.

8. EXTERNAL AFFAIRS:

None.

9. CHIEF EXECUTIVE OFFICER:

9.1. Fiscal Year 2021-2022 Second Pass Budget Development Process Overview.

Recommendation: Receive and discuss the overview of Valley Water's Fiscal Year 2021-22 Second Pass Budget Development Process.

Mr. Darin Taylor, Chief Financial Officer, reviewed the information on this item, per the attached Board Agenda Memo, and the corresponding presentation materials contained in Attachment 1 were reviewed by staff as follows:

Mr. Enrique De Anda, Budget Manager, reviewed Slides 1 through 5, and 11 through 14; Mr. Aaron Baker, Chief Operating Officer, reviewed Slide 6; Ms. Tina Yoke, Chief Administrative Officer, reviewed Slide 7; Mr. Chris Hakes, Deputy Operating Officer, reviewed Slide 8; Ms. Rachael Gibson, Chief of External Affairs, reviewed Slide 9; Ms. Sue Tippetts, Chief Operating Officer, reviewed Slide 10; and Ms. Charlene Sun, Treasury and Debt Manager, reviewed Slide 15.

Four statements expressing support for the proposed budget and water rates were received from: Mr. Michael Duffy, Valley Water Professional Managers'

Association President; Ms. Marisela Garcia, Valley Water Engineers' Society President; Ms. Christina Pilson, Valley Water Employees Association President; and Mr. Stanley Young, International Federation of Professional and Technical Engineers Local 21.

The Board requested that staff come back with information on the impact of future water rates on economically disadvantaged communities.

The Board noted the information, without formal action.

- 9.2. Receive the Safe, Clean Water (SCW) Program Grant Management Audit Final Report, and Consider Authorizing the Subconsultants to Present the Report to the SCW Independent Monitoring Committee (IMC).

Recommendation: A. Receive the Safe, Clean Water Program (SCW) Grant Management Audit Final Report; and
 B. Consider authorizing the subconsultants to present the report to the SCW Independent Monitoring Committee (IMC).

Mr. Taylor reviewed the information on this item, per the attached Board Agenda Memo, and the corresponding presentation materials contained in Attachment 2 were reviewed by Mr. Drummond Khan and Ms. Greta MacDonald, TAP International.

Move to Authorize: Gary Kremen
Second: Barbara Keegan
Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- 9.3. CEO and Chiefs' Report.

Mr. Baker reviewed the activities scheduled for the March 30, 2021 Valley Water Industry Day; reported on a letter from Mr. Tom Visack, California Secretary of State, to California State Governor Gavin Newsom, designating 50 California counties, including Santa Clara County, as primary disaster areas as a result of the drought; discussed the extension of loans to farm operators from the U.S. Department of Agriculture, Farm Services Agency. He updated the Board on a California State Water Resources Control Board, Division of Water Rights letter to water rights holders, indicating that Valley Water's water allocations were expected to be impacted by projected water shortages, and confirmed that staff would monitor the matter and provide an update at the April 27, 2021, meeting.

Ms. Gibson reviewed the information on the attached Office of Government Relations and Office of Civic Engagement Updates, identified as Handouts 9.3-A

and 9.3-B, respectively, herein. Copies of the Handouts were distributed to the Board and made available to the public.

10. ADMINISTRATION:

None.

11. DISTRICT COUNSEL:

None.

12. ADJOURN:

12.1. Board Member Reports/Announcements.

Director Varela reported attending an Association of California Water Agencies Finance Committee meeting; a Sustainable Village Club meeting; various meetings with constituents; the Valley Water Townhall meeting; the Special Joint Meeting with the City of San Jose; and various meetings with staff.

Director Keegan reported attending the aforementioned Joint Meeting with City of San Jose; Board Audit Committee (BAC), Delta Conveyance Design and Construction Authority Finance Committee (DCAFC) and Santa Clara Valley Habitat Conservation Plan (HCP) Joint Governing and Implementation Board meetings; and various meetings with staff.

Director Santos reported attending the aforementioned Valley Water Townhall and BAC meetings; a San Luis Delta-Mendota Water Authority (SLDMWA) meeting; a River Oaks Neighborhood Association meeting; and a meeting with staff.

Director LeZotte reported attending the aforementioned Joint Meeting with City of San Jose, HCP Joint Governing and Implementation Board, and BAC meetings; Capital Improvement Program (CIP) and Stream Planning and Operations Committee (SPOC) meetings; and various meetings with staff.

Director Hsueh reported attending the aforementioned CIP Meeting; a meeting with constituents; and various meetings with staff.

Director Kremen reported attending the aforementioned Joint Meeting with City of San Jose, SLDMWA, DCAFC, and BAC meetings; a Quarterly Water Retailers meeting; and various meetings with industry groups and staff.

Chairperson Estremera reported attending the aforementioned SPOC, CIP, and Quarterly Water Resources meetings; various meetings with City of San Jose Councilmember Pam Foley and Mayor Sam Liccardo; a meeting with California Department of Water Resources Director Karla Nemeth; and various meetings with staff.

12.2. Clerk Review and Clarification of Board Requests.

Ms. Michele King, Clerk, Board of Directors, read the new Board Member Requests into the record.

12.3. Adjourn to Special Meeting and Closed Session Meeting at 9:00 a.m., on March 25, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Chairperson Estremera adjourned the meeting at 8:00 p.m., to the 8:45 a.m. Special Meeting and Closed Session on March 25, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:

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BOARD OF DIRECTORS MEETING

MINUTES

**SPECIAL MEETING AND CLOSED SESSION
TUESDAY, APRIL 6, 2021
1:00 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Special Meeting and Closed Session of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order at 1:00 p.m.

1.1 Roll Call.

Board members in attendance were Gary Kremen, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos participating from the Board room, constituting a quorum of the Board.

Director Barbara Keegan was excused from attending.

Staff in attendance was M. King, Clerk, Board of Directors. Staff participating by teleconference were R. Callender, Chief Executive Officer, L. Orta, Acting District Counsel, A. Baker, R. Blank, R. Gibson, B. Hopper, H. McMahon, M. Richardson, D. Taylor, S. Tippetts, K. Wong, and T. Yoke.

1.2 Pledge of Allegiance/National Anthem.

Director LeZotte led all present in reciting the Pledge of Allegiance.

1.3 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. There was no one present who wished to speak.

2. TIME CERTAIN:

1:00 PM

- 2.1 Report of Bids Received and Reject All Bids for Contract No. C0666; and Authorize Advertisement for Bids for the Construction of the Lower Calera Creek Flood Protection Project, Project No. 40174005, Contract No. C0666-1 (Milpitas) (District 3).

Recommendation: A. Ratify Addenda No(s). 1, 2, and 3 to the Contract Documents for the Lower Calera Creek Flood Protection Project;
 B. Reject all bids for Contract No. C0666;
 C. Adopt Plans and Specifications and Authorize Advertisement for Bids for the Lower Calera Creek Flood Protection Project; and
 D. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

Ms. Rechelle Blank, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: Richard Santos
Second: Nai Hsueh
Yeas: Nai Hsueh, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Barbara Keegan
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- 2.2 CLOSED SESSION
PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957(b)(1)
Title: District Counsel

The Board entered into Closed Session for consideration of Item 2.2.

Upon completion of discussions, Directors Kremen and LeZotte concluded their participation by teleconference and did not rejoin.

Upon return to Open Session, Directors Hsueh, Santos, Varela, Estremera and staff were present.

3. ADJOURN:

- 3.1 District Counsel Report on Closed Session.

Chairperson Estremera reported that the Board met in Closed Session with six members present, Director Keegan being absent, and took no reportable action.

- 3.2 Adjourn to Regular Meeting at 11:00 a.m., on April 13, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Chairperson Estremera adjourned the meeting at 1:50 p.m., to the 11:00 a.m. Closed Session and 1:00 p.m. Regular Meeting, on April 13, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:

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BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, APRIL 13, 2021
11:00 AM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Special Meeting and Closed Session of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order at 11:00 am.

1.1 Roll Call.

Board members in attendance were Barbara Keegan, Gary Kremen, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos participating from the Board room, constituting a quorum of the Board.

Staff in attendance were R. Callender, Chief Executive Officer, L. Orta, Acting District Counsel, A. Baker, R. Blank, A. Gschwind, C. Hakes, H. McMahon, M. Richardson, D. Rocha, D. Taylor, S. Tippetts, and T. Yoke, with M. King, Clerk, Board of Directors, participating from the Board room.

2. TIME CERTAIN:

11:00 AM

Chairperson Estremera noted that Item 2.1 had been removed from the agenda, and announced that the Board would adjourn to Closed Session for consideration of Items 2.2, 2.3, and 2.4.

Upon return to Open Session the same Board members and staff were present.

2.1 ITEM REMOVED FROM AGENDA

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Setting Negotiation Parameters for Price and Terms of Payment for Acquiring Property Interest in APN 728-34-020, 729-36-001, 725-06-008, 678-02-031 and 678-02-034

Negotiators: Rick Callender, Melanie Richardson, Sue Tippetts, Christopher Hakes, Eli Serrano, and Bill Magleby

Other Negotiating Parties: County of Santa Clara

- 2.2 CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case
- 2.3 CLOSED SESSION
PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957(b)(1)
Title: District Counsel
- 2.4 CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: CEO, District Counsel and Clerk of the Board

1:00 PM

- 2.5 District Counsel Report on Closed Session.

Ms. Leslie Orta, Acting District Counsel, reported that the Board met in Closed Session with all members present; took no reportable action in regard to Item 2.2; and gave direction to staff in regard to Item 2.3.

Chairperson Estremera reported that the Board met in Closed Session with all members present; and took no reportable action in regard to Item 2.4.

- 2.6 Pledge of Allegiance/National Anthem.

Director Hsueh led all present in reciting the Pledge of Allegiance.

- 2.7 Orders of the Day.

Chairperson Estremera confirmed that Item 2.11 would be continued to a future meeting.

- 2.8 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.

Ms. Swanee Edwards, Morgan Hill resident, used the Zoom Raised Hand feature to indicate a desire to speak. However, technical difficulties prevented Ms. Edwards from addressing the Board until such time as indicated below.

- 2.9 Public Hearing to Consider the Santa Clara Valley Water District's Draft Fiscal Years 2022-2026 Five-Year Capital Improvement Program.

Recommendation: A. Open the public hearing to receive public comments and Board feedback regarding the Santa Clara Valley

- Water District's Fiscal Years 2022-2026 Five-Year Capital Improvement Program (CIP); and
- B. Continue the public hearing to the Regular Board Meeting scheduled for April 27, 2021, and the Board's Budget Work Study Sessions currently set for April 28 and April 29, 2021, and conclude at the regularly scheduled Board meeting on May 11, 2021.

Chairperson Estremera opened the Public Hearing.

Mr. Heath McMahon, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Chairperson Estremera declared time open for public comments.

Mr. Bob Nunez, Former Milpitas City Council member, suggested that Valley Water reach out to local Lions Clubs, Rotary Associations, and Chambers of Commerce to provide CIP overviews and receive constituent feedback in smaller group settings.

Director Santos expressed support for meeting jointly with each of the 15 city councils within Santa Clara County annually; and encouraged staff and Board member appearances before the city councils within each district to present information on upcoming projects.

Ms. Edwards suggested the Board utilize its Water 101 Academy Program's Water Ambassadors to extend Valley Water's CIP outreach to other groups and organizations with which they are involved.

In regard to Item 2.8, Ms. Edwards expressed concern about the potential environmental impacts associated with a proposed expansion of the Thousand Trails Recreational Vehicle Resort, located in Morgan Hill.

The Board continued the item to the April 27, 2021 Regular Meeting.

- 2.10 Public Hearing on the February 2021 Annual Report on the Protection and Augmentation of Water Supplies and Recommended Increased Groundwater Production Charge and Other Water Charges for Fiscal Year 2021-22.

- Recommendation:
- A. Conduct a Public Hearing pursuant to Section 26.6 of the District Act to consider Valley Water's Fiscal Year (FY) 2021-22 Annual Report on the Protection and Augmentation of Water Supplies and recommended increases to the groundwater production charge and other water charges;
 - B. Hear public comments from groundwater producers and any interested persons regarding such report;
 - C. Consider any written protests to proposed surface water rate increases;
 - D. Direct staff to review such report with, and solicit comments from, Valley Water's advisory committees; and

- E. Continue the Public Hearing regarding such report to the April 15, 2021 Special Meeting, at 7:00 p.m.

Chairperson Estremera opened the Public Hearing.

Mr. Aaron Baker, Chief Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo, and Mr. Darin Taylor, Chief Financial Officer, reviewed the corresponding presentation materials contained in Attachment 2. Mr. Taylor additionally clarified that the presentation materials reviewed today would focus on northern Santa Clara County, and that materials specific to southern Santa Clara County would be reviewed at the 7:00 p.m., April 15, 2021 Special Meeting and South County Public Hearing.

Chairperson Estremera acknowledged receipt of the attached letters from the Santa Clara Valley Open Space Authority (OSA), Santa Clara County Farm Bureau, and the Sierra Club, Loma Prieta Chapter, identified herein as Handouts 2.10-A, 2.10-B, and 2.10-C respectively. Copies of the Handouts were distributed to the Board and made available to the public.

Chairperson Estremera declared time open for public comments.

Mr. Mark Landgraf, Santa Clara Valley OSA, encouraged the Board to maintain agricultural water rates at no more than 10 percent of Municipal and Industrial rates.

Director Santos requested that staff come back with analysis on the Farm Bureau's recommendations to freeze agricultural groundwater rates for the next fifteen years and work with farmers going forward to increase the aquifer recharge done on farmlands, as contained in Handout 2.10-B, Page 2, Paragraph 2.

The Board continued the item to the April 15, 2021 Special Meeting.

- 2.11 Adopt the Resolution Approval of the Central Valley Project Repayment Contract, Authorize the Board Chair to Execute the Central Valley Project Repayment Contract, and Authorize District Counsel to File a Validation Action for the Central Valley Project Repayment Contract.

Recommendation:

- A. Receive information and discuss the proposed Central Valley Project Repayment Contract;
- B. Approve the Central Valley Project Repayment Contract by adopting the Resolution entitled APPROVAL OF CENTRAL VALLEY PROJECT REPAYMENT CONTRACT;
- C. Authorize the Board Chair to execute the Central Valley Project Repayment Contract; and
- D. Authorize District Counsel to file a validation action for the Central Valley Project Repayment Contract.

The Board continued Item 2.11 to a future meeting.

3. CONSENT CALENDAR:

Director Keegan concluded her participation by teleconference, and did not rejoin; and Director Kremen momentarily concluded his participation by teleconference, and rejoined as noted below.

The Board considered Consent Calendar Items 3.1 through 3.9 under one motion.

3.1 Adopt a Resolution Recognizing April 22, 2021, as Earth Day.

Recommendation: Adopt the Resolution RECOGNIZING APRIL 22, 2021, AS EARTH DAY.

3.2 Adopt Plans and Specifications and Authorize Advertisement for Bids for the Rinconada Water Treatment Plant Interim Site Restoration Project, Project No. 93294057, Contract No. C0670 (Los Gatos) (District 7).

Recommendation: A. Adopt Plans and Specifications and Authorize Advertisement for Bids for Construction of the Rinconada Water Treatment Plant Interim Site Restoration Project per the Notice to Bidders; and
B. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

3.3 Deny Claim of Lawrence and Roberta Drake.

Recommendation: Deny the claim.

3.4 Notice of Completion of Contract and Acceptance of Work for the Coyote Warehouse Project (Stage 1 of Construction), Calstate Construction, Inc., Contractor, Project No. 91234011, Contract No. C0635 (Morgan Hill) (District 1).

Recommendation: A. Accept the work on the Coyote Warehouse Project (Stage 1 of Construction), Calstate Construction, Inc., Contractor, Project No. 91234011, Contract No. C0635 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.

3.5 Consider Membership Nomination for Board Chair Committee Appointment to the 2012 Safe, Clean Water Independent Monitoring Committee.

Recommendation: Consider the Membership Nomination for Board Chair Committee Appointment to the 2012 Safe, Clean Water Independent Monitoring Committee (2012 SCW IMC).

3.6 Approve the Agreement with NBS Government Finance Group for Water Supply and Flood Protection Development Impact Fee Analyses, CAS File 5150, For a Not-To-Exceed Fee of \$357,660.

Recommendation: Approve the Agreement with NBS Government Finance Group for Water Supply and Flood Protection Development Impact Fee Analyses (Project) for a not-to-exceed fee of \$357,660.

3.7 Provide Notice of Time and Place of Public Hearing Regarding Flood Control Benefit Assessments for Fiscal Year 2021-2022 (FY 2021-22).

Recommendation: Set a time and place for the public hearing on Flood Control Benefit Assessments for FY 2021-22 at 1:00 p.m. on May 11, 2021, by Teleconference Zoom Board Meeting.

3.8 Accept the CEO Bulletin for the Weeks of March 19 Through April 8, 2021.

Recommendation: Accept the CEO Bulletin.

3.9 Approval of Minutes.

Recommendation: Approve the minutes.

Motion: Approve Consent Calendar Items 3.1 through 3.9, under one motion and roll call vote, as follows: adopt Resolution No. 21-13, RECOGNIZING APRIL 22, 2021, AS EARTH DAY, as contained in Item 3.1; adopt the Plans and Specifications and authorize advertisement for bids for construction of the Rinconada Water Treatment Plant Interim Site Restoration Project, per the Notice to Bidders, and authorize the Designated Engineer to issue addenda, as contained in Item 3.2; deny the claim of Lawrence and Roberta Drake, as contained in Item 3.3; accept the work as complete and direct the Clerk to sign and submit the Notice of Completion of Contract and Acceptance of Work to the Santa Clara County Clerk-Recorder, for the Coyote Warehouse Project (Stage 1 of Construction), Calstate Construction, Inc., as contained in Item 3.4; approve the membership nomination for the 2012 SCW IMC, as contained in Item 3.5; approve the agreement with NBS Government Finance Group for Water Supply and Flood Protection Development Impact Fee Analyses, for a not-to-exceed fee of \$357,660, as contained in Item 3.6; set a time and place for the public hearing on Flood Control Benefit Assessments for FY 2021-22 at 1:00 p.m. on May 11, 2021, by Teleconference Zoom Board Meeting, as contained in Item 3.7; accept the CEO Bulletin, as contained in Item 3.8; and approve the minutes, as contained in Item 3.9.

Move to Approve: John L. Varela

Second: Richard Santos

Yeas: Nai Hsueh, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera

Nays:	None
Abstains:	None
Recuses:	None
Absent:	Barbara Keegan, Gary Kremen
Summary:	5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

4.1 Board Committee Reports.

Director Hsueh reported having met with the Chief Executive Officer in regard to the Environmental Water Resources Committee (EWRC) and Agricultural Water Committee (AWAC) recommendations to the Board Policy Planning Committee (BPPC), as contained in Handout 4.1-F, Page 1, Paragraphs 6 and 7.

Director Hsueh redacted the BPPC recommendations contained therein and made the following requests: that staff defer consideration of the EWRC's staff support levels to the CEO's existing EWRC unclassified manager delegate, to come back to the Board with policy discussion to establish support parameters, if necessary; and that the Board defer further consideration of returning to in-person committee meetings until June 2021, pending any relevant updates to the California State Governor and Santa Clara County Public Health Officer's orders related to Covid-19.

Director Kremen rejoined the meeting by teleconference.

4.2 Proposed Future Board Member Agenda Items.

None.

5. WATER UTILITY ENTERPRISE:

None.

6. WATERSHEDS:

6.1 Report of Bids Received and Award of Construction Contract to Flatiron West, Inc. in the sum of \$43,989,600 for the Upper Llagas Creek Flood Protection Project Phase 2A, Project No. 26174052, Contract No. C0665 (Morgan Hill) (District 1).

Recommendation:

- A. Ratify Addenda Nos. 1, 2, 3, 4, 5, and 6 to the Contract Documents for the Upper Llagas Creek Flood Protection Project, Phase 2A;
- B. Award the Contract to Flatiron West, Inc. located in Benicia, California, in the sum of \$43,989,600; and
- C. Approve a contingency sum of \$8,797,920 and authorize the Chief Executive Officer (CEO) or designee to approve individual change orders up to the designated amount.

Ms. Rechelle Blank, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: John L. Varela
Second: Nai Hsueh
Yeas: Nai Hsueh, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Barbara Keegan
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

Mr. Chris Hakes, Deputy Operating Officer, reviewed the information on Items 7.1 and 7.2, per the attached Board Agenda Memos.

- 7.1 Approve Amendment No. 1 to Agreement No. A4325G, with Horizon Water and Environment, LLC, for Environmental Planning and Permitting Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, for a Not-to-Exceed Fee of \$2,974,005, Increasing the Total Not-to-Exceed Fee to \$7,468,230 (Morgan Hill) (District 1).

Recommendation: Approve Amendment No. 1 to Agreement No. A4325G with Horizon Water and Environment, LLC, for environmental planning and permitting services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, for a not-to-exceed fee of \$2,974,005, increasing the total not-to-exceed fee to \$7,468,230.

Move to Approve: Nai Hsueh
Second: John L. Varela
Yeas: Nai Hsueh, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Barbara Keegan
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- 7.2 Approve Amendment No. 9 to Agreement No. A3555A, with Black and Veatch Corporation, for Project Management Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, Increasing the Not-to-Exceed Fee in the Amount of \$10,172,942, Resulting in a Revised Total Not-to-Exceed Fee of \$28,832,004, and Extending the Agreement Term to December 31, 2023 (Morgan Hill) (District 1).

Recommendation: Approve Amendment No. 9 to Agreement A3555A, with Black and Veatch Corporation, for project management services for the Anderson Dam Seismic Retrofit Project, increasing the not-to-exceed fee by \$10,172,942, resulting

in a revised total not-to-exceed amount of \$28,832,004, and extending the Agreement term.

Move to Approve: Richard Santos
Second: Nai Hsueh
Yeas: Nai Hsueh, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Barbara Keegan
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

8. EXTERNAL AFFAIRS:

None.

9. CHIEF EXECUTIVE OFFICER:

9.1 CEO and Chiefs' Report.

Mr. Baker advised the Board of the recent promotion of Mr. Greg Williams to Deputy Operating Officer.

Ms. Tina Yoke, Chief Administrative Officer, advised the Board of the recent promotion of Mr. Ken Wong to Deputy of General Services.

Mr. Don Rocha, Acting Chief of External Affairs, reviewed the information contained in the attached Office of Communications Update, identified as Handout 9.1-A herein. Copies of the Handout were distributed to the Board and made available to the public.

10. ADMINISTRATION:

None.

11. DISTRICT COUNSEL:

None.

12. ADJOURN:

12.1 Board Member Reports/Announcements.

Director Varela reported meeting with Mr. Doug Muirhead, Morgan Hill resident.

Director Santos reported attending a Berryessa Citizens' Advisory Council meeting; a meeting with San Jose City Council Member David Cohen; and South County Recycled Water Authority (SCRWA) and San Luis Delta-Mendota Water Authority (SLDMWA) meetings.

Director LeZotte deferred her report until the April 27, 2021 Regular Meeting.

Director Hsueh reported attending Agricultural Water Advisory and Board Policy Planning Committee meetings; multiple Water Conservation and Demand Management Committee meetings; and various Board and staff meetings.

Director Kremen reported attending the aforementioned SCRWA and SLDMWA meetings; a Recycled Water Committee (RWC) meeting; and various meetings with staff.

Chairperson Estremera reported attending the aforementioned RWC meeting; the Valley Water Industrial Day event; a Delta Conveyance Authority meeting; a quarterly meeting with Senator Diane Feinstein regarding Anderson Dam; and various Board, Committee, and staff meetings.

12.2 Clerk Review and Clarification of Board Requests.

None.

12.3 Adjourn to Special Meeting at 1:00 p.m., on April 14, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Chairperson Estremera adjourned the meeting at 2:30 p.m., to the Special Meeting at 1:00 p.m., on April 14, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



BOARD OF DIRECTORS MEETING

MINUTES

**SPECIAL MEETING AND CLOSED SESSION
WEDNESDAY, APRIL 14, 2021
1:00 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Special Meeting and Closed Session of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order at 1:00 pm.

1.1 Roll Call.

Board members in attendance were Barbara Keegan, Gary Kremen, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos participating from the Board room, constituting a quorum of the Board.

Staff in attendance was M. King, Clerk, Board of Directors. Staff participating by teleconference were R. Callender, Chief Executive Officer, L. Orta, Acting District Counsel, J. Aranda, A. Baker, L. Bankosh, B. Broome, M. Cook, V. Gin, C. Hakes, B. Hopper, H. McMahon, M. Richardson, D. Rocha, D. Taylor, S. Tippets, B. Yerrapotu, and T. Yoke.

1.2 Pledge of Allegiance/National Anthem.

Director Varela led all present in reciting the Pledge of Allegiance.

1.3 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.

Mr. Roland LeBrun, of undisclosed residency or affiliation, expressed concern with existing proposals for the Anderson Dam Seismic Retrofit Project. He encouraged the Board to investigate similar major dam repair and construction projects completed by Italy-based underground and special engineering firm Trevi S.p.A., and suggested obtaining more information about Trevi S.p.A. from the U.S. Army Corps of Engineers (USACE), or at the company's website, www.trevispa.com.

Director Estremera requested that staff seek more information from the USACE about Trevi S.p.A. (Board Member Request No. R-21-0002).

2. TIME CERTAIN:

1:00 PM

2.1 Pacheco Reservoir Expansion Project Workshop Topics, Project No. 91954002.

Recommendation: Receive and discuss information regarding the Pacheco Reservoir Expansion Project (PREP). This is an information-only item and no action is required.

Mr. Chris Hakes, Deputy Operating Officer, reviewed the information on this item per the attached Board Agenda Memo, and per the attached corresponding presentation materials contained in Attachment 1.

Two statements expressing concern with the cost-to-benefit ratio of the Pacheco Reservoir Expansion Project were received from Mr. LeBrun, and Mr. Andrew Gere, San Jose Water Company.

Mr. LeBrun additionally suggested the Board outreach to potential Public Private Partnership (P3) agencies, allowing more P3 engagement in the project scope, benefits, and cost commitments; and Mr. Gere encouraged the Board to consider investment in direct and indirect potable reuse or Los Vaqueros Reservoir instead.

Director LeZotte requested that staff come back with date and acre feet of water loss information related to the inability to store water during wet years, for the past 20 years (Board Member Request No. 21-0003).

The Board discussed the Policy Decisions contained in Attachment 1, Slide 16, and provided feedback to staff as follows:

In regard to Bullet 1, reading Does it make sense to continue to include the Pacheco Reservoir Expansion Project in the Water Supply Master Plan?, all Board members stated Yes. Director LeZotte additionally requested that staff come back with information on what level of partnership the project would require to provide a more advantageous cost-to-benefit ratio than would be provided by increasing participation in the Los Vaqueros Reservoir Expansion Project, at an equal investment level.

In regard to Bullet 2, reading Are there predetermined triggers that require that the project be re-validated by the Board of Directors (time, partnership participation, cost, schedule, etc.)?, all Board members stated Yes to all issues listed in parentheses by staff. The Board additionally emphasized cost and partnership participation as significant factors for re-validation; and Director Keegan requested that permitting challenges be included as a factor for re-validation as well.

In regard to Bullet 3, reading What level of Partnership participation should be assumed for financial planning purposes?, Directors Hsueh, Keegan, and

LeZotte responded Conservative; Directors Santos and Varela requested there be continued discussion with the community; and Director Kremen and Chairperson Estremera stated 35 percent. Directors Hsueh and Keegan additionally requested that staff come back with various partnership level scenarios and their associated impacts to water rates; and Director Kremen requested that staff leverage Valley Water's legislative priorities to obtain Proposition 1 funding, Federal Appropriations, and State and Federal grants for the project, including those that would become available by inclusion of a recreational component.

The Board requested that staff come back monthly with regular updates on partnership participation and other funding alternatives for the Pacheco Reservoir Expansion Project.

Chairperson Estremera announced that the Board would adjourn to Closed Session for consideration of Item 2.2.

Upon conclusion of Closed Session, Directors Keegan, Kremen, and LeZotte concluded their participation by teleconference and did not rejoin.

Upon return to Open Session the same Board members, excluding Directors Keegan, Kremen, and LeZotte, and staff were present.

- 2.2 CLOSING SESSION
CONFERENCE WITH LEGAL COUNSEL
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:
Setting Negotiation Parameters for Price and Terms of Payment for Acquiring Property Interest in APN 728-34-020, 729-36-001, 725-06-008, 678-02-031 and 678-02-034
Negotiators: Rick Callender, Melanie Richardson, Sue Tippetts, Christopher Hakes, Eli Serrano, and Bill Magleby
Other Negotiating Parties: County of Santa Clara

3. ADJOURN:

- 3.1 District Counsel Report on Closed Session.

Mr. Joseph Aranda, Assistant District Counsel, reported that the Board met in Closed Session with all members present and in regard to Item 2.2, gave direction to staff.

- 3.2 Clerk Review and Clarification of Board Requests.

The new Board Member Requests were not read into the record.

- 3.3 Adjourn to Special Meeting at 7:00 p.m., on April 15, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Chairperson Estremera adjourned the meeting at 3:15 p.m., to the Special Meeting at 7:00 p.m., on April 15, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



BOARD OF DIRECTORS MEETING

MINUTES

**SPECIAL MEETING, SOUTH COUNTY PUBLIC HEARING
THURSDAY, APRIL 15, 2021
7:00 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Special Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order at 7:00 pm.

1.1 Roll Call.

Board members in attendance were Tony Estremera, Linda J. LeZotte and John L. Varela, with Nai Hsueh and Richard Santos participating from the Board room, constituting a quorum of the Board.

Directors Barbara Keegan and Gary Kremen were excused from attending.

Staff in attendance was M. King, Clerk, Board of Directors. Staff participating by teleconference were R. Callender, Chief Executive Officer, A. Baker, M. Cook, R. Gibson, V. Gin, D. Rocha, and D. Taylor. Assistant District Counsel A. Gschwind represented Acting District Counsel L. Orta.

1.2 Pledge of Allegiance/National Anthem.

Chairperson Estremera led all present in reciting the Pledge of Allegiance.

1.3 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.

Mr. Roland LeBrun, of undisclosed residency or affiliation, encouraged the Board to use Trevi S.p.A. projects as models for the Anderson Dam Seismic Retrofit Project; and the Hetch-Hetchy water system as a model for the Pacheco Reservoir Expansion Project.

2. TIME CERTAIN:

7:00 PM

2.1 Public Hearing on February 2021 Annual Report on the Protection and Augmentation of Water Supplies and Recommended Increases to Groundwater Production and Other Water Charges for Fiscal Year 2021-2022 (Continued from April 13, 2021).

- Recommendation:
- A. Continue the Public Hearing, pursuant to Section 26.6 of the District Act, to consider Valley Water's Fiscal Year (FY) 2021-22 Annual Report on the Protection and Augmentation of Water Supplies and recommended increases to groundwater production and other water charges;
 - B. Hear public comments from groundwater producers and any interested persons regarding such report;
 - C. Count all written protests received regarding proposed increased surface water rates;
 - D. Direct staff to review such report with, and solicit comments from, Valley Water's advisory committees; and
 - E. Continue the Public Hearing regarding such report and proposed rates to the April 27, 2021 Regular Meeting, at 6:00 p.m.

Chairperson Estremera opened the Public Hearing.

Mr. Aaron Baker, Chief Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo, and Mr. Darin Taylor, Chief Financial Officer, reviewed the corresponding presentation materials contained in Attachment 2.

In regard to Attachment 2, Slide 38, Mr. Taylor additionally advised the Board that there had been no additional public phone calls received since the April 13, 2021 Regular Meeting, and that the Santa Clara Valley Water Commission, at its April 14, 2021 meeting, provided the following recommendations:

- That the Board consider not increasing Ground Water Production Charges or the State Water Contract Tax for Fiscal Year 2022;
- That the Board consider writing a letter to water retailers in support of tier rates and low-income programs;
- That the Board consider alternate investments to the Pacheco Reservoir Expansion Project, including storm water capture, recycled water, and desalination, and pursue federal funding sources for capital investments; and
- That the Board consider higher levels of engagement with local agencies regarding urban planning and housing development.

Chairperson Estremera declared time open for public comments.

Mr. Peter Van Dyke, of undisclosed residency or affiliation, expressed concern about the monetary value of, and inability to recover the cost of, water that flows from Zone W5, into San Benito County.

Mr. LeBrun expressed support for the recommendations made to the Board by the Santa Clara Valley Water Commission, as detailed by Mr. Taylor above.

The Board continued the Public Hearing to the April 27, 2021 Regular Meeting.

3. ADJOURN:

3.1 Clerk Review and Clarification of Board Requests.

None.

3.2 Adjourn to Regular Meeting at 6:00 p.m., on April 27, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Chairperson Estremera adjourned the meeting at 8:50 p.m., to the Regular Meeting at 6:00 p.m., on April 27, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:

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Santa Clara Valley Water District

File No.: 21-0666

Agenda Date: 6/22/2021

Item No.: *3.6.

BOARD AGENDA MEMORANDUM

SUBJECT:

Accept the CEO Bulletin for the Weeks of June 4 through June 17, 2021.

RECOMMENDATION:

Accept the CEO Bulletin.

SUMMARY:

The CEO Bulletin is a weekly communication for the CEO, to the Board of Directors, 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.

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: 061721 CEO Bulletin

UNCLASSIFIED MANAGER:

Rick Callender, 408-630-2017

CEO BULLETIN



To: Board of Directors
From: Rick L. Callender, CEO

Weeks of June 4 – June 17 2021

Board Executive Limitation Policy EL-7:

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

Item	IN THIS ISSUE
<u>1</u>	Annual National River Cleanup Wraps Up
<u>2</u>	Clean, Safe Creeks Grant Closeout: City of San Jose's Three Creeks Trail, Trestle, and Interim Improvements Project
<u>3</u>	PFAS Workshop held on May 27, 2021
<u>4</u>	Reduced Recharge Program's Impacts on Ponds and Creeks
<u>5</u>	Safe, Clean Water Mini-Grant Closeout: Living Classroom's Hoover and Nixon Native Ecology Garden-Based Lessons project
<u>6</u>	Sewage Spill Near Lexington Reservoir
<u>7</u>	State and Federal Drought Activities Update
<u>8</u>	Valley Water Hosts Virtual Public Meeting on the Start of Construction of the Lower Penitencia Creek Improvements Project.
<u>9</u>	Valley Water Hosts Virtual Ribbon-Cutting on the Completion of the Rancho San Antonio Detention Basin Project.
<u>10</u>	Valley Water receives prestigious PRSA Silver Anvil Award
<u>11</u>	Water Treatment Plant and Pipeline Project Workshop

1. Annual National River Cleanup Wraps Up

Valley Water, in partnership with the Creek Connections Action Group (CCAG), hosted the annual National River Cleanup event through coordinated cleanups every Saturday in May in Santa Clara County.

From Palo Alto to Gilroy, volunteers took to the streets for National River Cleanup Month. A total of 774 volunteers cleaned 128 miles of creeks and streets, removing approximately 76,623 pounds of trash, which included 203 pounds of recyclables.

This year, due to the pandemic, large groups of cleanups in the creeks shifted to smaller local cleanup efforts. With the changes in the health order on gatherings for large groups, the CCAG offered various opportunities for the public to clean up in their neighborhoods and local natural areas. Valley Water provided education on how pollution prevention starts at our front doors as trash can travel through storm drains, creeks, and rivers to become Bay pollution. Every week, two CCAG members offered a supply pick-up day for those who registered for the event. By registering, volunteers received free tips on conducting a safe and effective cleanup. Volunteers learned about the CleanSwell app to keep track of their trash totals and stay connected with thousands of other residents. Reusable face coverings were also provided to Adopt-A-Creek partners who participated during the month-long event.

We received positive feedback from the volunteers, including:

- "It was very fun to do it with friends, and we constantly got waves and thanks of appreciation from others."
- "We had a great time, lots of trash out there. We'll do this again soon."
- "It was a nice experience."
- "Our streets are now cleaner than usual, except for cigarette butts."

Some of the most interesting items that volunteers picked up included the following: a coconut, lawn chair parts, small bicycle wheel, inside panel from a Volkswagen car, diapers, floss, various types of fishing gear, liquor bottles, microwave, screen door, mattress, personal protective equipment, face masks, a wig, a prom dress, motor home door, and a broken arrow.

As always, we will be leveraging the momentum from the volunteers to encourage them to sign up for the upcoming Coastal Cleanup in September 2021, the Adopt-A-Creek Program, and to support other Valley Water volunteer efforts.

The Creek Connections Action Group is a consortium of public agencies and non-profit organizations that share a goal of protecting Santa Clara County's waterways. These agencies include Valley Water (as CCAG Chair), Santa Clara County Parks and Recreation, the City of San José (Parks Recreation and Neighborhood Services, Environmental Services Department), City of Santa Clara, City of Palo Alto, City of Sunnyvale, City of Milpitas, City of Cupertino, and West Valley Clean Water Program (Campbell, Monte Sereno, Saratoga and the Town of Los Gatos).

For further information, please contact Marta Lugo at (408) 630-2237.

2. Clean, Safe Creeks Grant Closeout: City of San Jose's Three Creeks Trail, Trestle, and Interim Improvements Project

In Fiscal Year 2011, Valley Water awarded the City of San Jose a \$450,000 Clean, Safe Creeks and Natural Flood Protection Program Trail and Open Space Grant for their Three Creeks Trail, Trestle, and Interim Improvements Project (Project). The City of San Jose (City) completed the Project in January 2021 and submitted all the closeout items in March 2021.

The Project funded interim trail features, such as temporary fencing at roadways and directional signage, to support public access while the City retrofitted the existing trestle bridge. Once completed, the retrofitted bridge permitted safe pedestrian and bicycle travel and linked to neighboring trails.

Key Outcomes:

- Replaced an unstable wooden bridge with a safe, sustainable bridge.
- Removal of the old bridge restored the natural flow of the Los Gatos Creek.
- Enhanced bridge safety for pedestrian and bike travel parallel to the Three Creeks Trail System and future access to the Los Gatos Creek Trail System from the street.
- Installed a creek viewing platform.
- Installed informative panels about fish species, native plants, the history of the railroad, and the environmental impact of this Project on the local community.
- Hosted a virtual ribbon cutting ceremony (pre-recorded video) in January 2021.

For further information, please contact Marta Lugo at (408) 630-2237.

3. PFAS Workshop Held on May 27, 2021

On May 27, 2021, Valley Water hosted a virtual workshop titled "Per- and Polyfluoroalkyl Substances (PFAS): Occurrence and Outlook." The goal was to share information on the evolving water quality challenge posed by PFAS due to their widespread use and environmental persistence. The workshop was well-attended by over 70 professionals from local water retailers, the State Water Board Division of Drinking Water and Regional Water Quality Control Boards, other Bay Area water agencies, and Valley Water. Presentations by the Division of Drinking Water, Orange County Water District, San Jose Water Company, and Valley Water provided timely information on regulatory efforts, testing methods and results, treatment technologies, and communication strategies. Attendees also participated in breakout rooms to maximize engagement.

Strong planning and support from a cross-functional Valley Water team helped ensure the workshop proceeded smoothly. The workshop was successful based on the large number of attendees and engagement in the breakout rooms and question and answer session. Feedback from surveys sent to attendees will support continual improvement for future Valley Water workshops and PFAS response.

For further information, please contact Greg Williams at (408) 630-2867.

4. Reduced Recharge Program's Impacts on Ponds and Creeks

In order to conserve local and imported water supplies for health and safety, Valley Water has suspended most groundwater recharge operations in summer 2021 and possibly longer if the drought conditions persist. Valley Water has restricted the delivery of water to the majority of its 102 recharge ponds and also reduced releases of imported water to most creeks.

All the recharge ponds have been turned off in North County due to the lack of imported water. Only the recharge systems in Morgan Hill remain in operation since South County relies on groundwater pumping to provide water to residents for health and safety.

Creeks downstream of local reservoirs are receiving minimal releases using the low storage in these reservoirs to keep the creek partially wet throughout the summer. The wetted extent of each creek is expected to be naturally reduced as the summer progresses. No imported water is being used in creeks except for Coyote Creek. Releases of San Luis Reservoir water into Coyote Creek is meant to keep the Cold Water Management Zone between Anderson Dam and the Ogier Ponds wet and provide some recharge for the Coyote Valley.

Valley Water has notified the California Department of Fish and Wildlife and other regulatory agencies about the reduced releases to creeks due to cuts to the managed recharge operations.

Furthermore, Valley Water has notified the County of Santa Clara about the ponds that are expected to dry up this summer, and has given courtesy notices to city managers and mayors of the Town of Los Gatos, City of Campbell, and City of Cupertino, and also San Jose Councilmembers whose districts will be impacted.

Valley Water has developed communications materials to reach out to the public and explain the reasons why the recharge ponds and many creeks are drying up.

Valley Water's priorities remain the delivery of safe, clean water from our drinking water treatment plants to local water providers and municipalities and also maintaining healthy groundwater basins for residents and retailers that depend on groundwater pumping to meet their demands. Valley Water will continue to work with local, state, and federal regulatory partners to coordinate on drought impacts on fish and wildlife while conducting water supply operations and maintenance activities in an environmentally sensitive manner.

For further information, please contact Greg Williams at (408) 630-2867.

5. Safe, Clean Water Mini-Grant Closeout: Living Classroom's Hoover and Nixon Native Ecology Garden-Based Lessons Project

In Fiscal Year 2018, Valley Water awarded Living Classroom a \$5,000 Safe, Clean Water Program D3 Mini-Grant for their Hoover and Nixon Schools Native Ecology Garden-Based Lessons Project (Project). Living Classroom completed the Project in May 2019 and submitted the final invoice items on January 28, 2021, allowing for grant closeout.

Living Classroom provides garden-based education programs, with an emphasis on native ecology lessons. Funds for this mini-grant were used to restore the native gardens at Lucille M. Nixon Elementary and Herbert Hoover Elementary schools in Palo Alto, California. In addition, Living Classroom provided 24 garden-based lessons, with a focus on native ecology, to all second and fourth grade students at these schools. The students learned about the plants and wildlife that are a part of the local native ecosystems and the importance of a healthy and functioning ecosystem. The school gardens were used to deliver a watershed stewardship curriculum to approximately 400 students, which included the following lesson plans: What's my Habitat and Flower Power, Grade Habitat Perspectives, and Ethnobotany: California Indian Uses of Plants and Leaf Adaptations.

Key Outcomes:

- Restored native gardens at Lucille M. Nixon Elementary and Herbert Hoover Elementary.
- Provided 24 native ecology garden-based lessons on habitats, ecology, pollution and California's biodiversity to approximately 400 second and fourth grade students at Hoover and Nixon Elementary Schools.
- Students met the lesson objectives with 83% accuracy as indicated by learning outcome questions.

For further information, please contact Marta Lugo at (408) 630-2237.

6. Sewage Spill Near Lexington Reservoir

On June 5, 2021, at approximately 8:51 a.m., Valley Water Pollution Prevention was notified of a three-vehicle accident on Highway 17 that resulted in an initial spill of 70 gallons of sewage waste into a storm drain that had the capacity to negatively impact the Lyndon Canyon Creek tributary.

Valley Water assessed the scene and the affected storm drains. The following actions were taken:

- The outfalls located on Lyndon Canyon Creek tributary and Lexington Reservoir were inspected. No signs of sewage discharge were observed.
- A down-flow storm drain located near the accident scene contained a few inches of sewage that appeared to be contained by sediment in the storm drain.
- Down-flow storm drains located on Montevina Road had no signs of sewage.
- Reinforced spill containment was set-up by Santa Clara County Fire Department. The containment was effective in preventing additional fluids from entering the storm drain.

An additional spill occurred when the sewage truck was being positioned onto the tow-truck. This resulted in an additional 50 gallons of sewage, and 6 quarts of oil, to spill onto the highway. The spill containment barriers were effective, and no additional fluids entered the storm drain. Valley Water provided on-site support and remained at the scene until Cal-Trans completed clean-up activities of the affected storm drains.

For further information, please contact Tina Yoke at (408) 630-2385.

7. State and Federal Drought Activities Update

Responses to the drought in the Sacramento-San Joaquin Delta are progressing rapidly given their urgent nature and this bulletin provides an update on activities that have occurred since the update provided in the CEO Bulletin on June 4, 2021.

On May 28, 2021, the State Water Resources Control Board (SWRCB) issued a certification for the Emergency Drought Salinity Barrier Project, which is designed to reduce saltwater intrusion into the Delta. The Department of Water Resources (DWR) will install the rock barrier by July 2021 at West False River.

The SWRCB is now working on incorporating comments on their proposed methodology for determining water unavailability in the Delta watershed based on input received during and after a May 21, 2021 workshop. Valley Water provided oral and written comments, both individually and with the State Water Contractors. Once the methodology is finalized, the SWRCB is likely to issue notices of water unavailability to all post-1914 water right holders in the Delta watershed as early as mid-June, 2021.

On May 28, 2021, the SWRCB received a final 2021 Sacramento River Temperature Management Plan (TMP) from the Bureau of Reclamation (Reclamation) as required by Order 90-5. The TMP outlines how Keswick Dam, Shasta Dam, and other facilities will be operated to protect Chinook salmon in the upper Sacramento River. In addition to specifying temperature targets in the river, the TMP sets a target for end-of-September 2021 carryover storage in Shasta Reservoir to maintain a balance between temperature control this year while maintaining supplies in case of dry conditions next year. SWRCB approval is not required, however SWRCB has 10 days from the time of receipt to object and propose an alternative temperature compliance location below Shasta Reservoir.

On May 28, 2021, DWR and Reclamation also released a State Water Project (SWP) and Central Valley Project (CVP) Drought Contingency Plan. The Plan was submitted to the California Department of Fish and Wildlife to fulfill a condition in the SWP's Incidental Take Permit. Though it is not required by the federal Biological Opinions, Reclamation opted to coordinate with DWR on this plan. The plan includes the latest hydrological conditions, species status, drought monitoring plans, operations forecast, and currently planned drought actions.

On June 1, 2021, the SWRCB conditionally approved the Temporary Urgency Change Petition (TUCP) submitted by DWR and Reclamation to temporarily deviate from the terms of their water rights permits to address drought-related needs. The TUCP took effect immediately but is subject to revisions.

In addition to the drought activities listed above, state and federal agencies continue to coordinate through various forums to plan and respond to drought conditions. Valley Water is monitoring these activities and will continue to keep the Board apprised of significant developments.

For further information, please contact Vincent Gin at (408) 630-2633.

8. Valley Water Hosts Virtual Public Meeting on the Start of Construction of the Lower Penitencia Creek Improvements Project.

On June 9, 2021, Valley Water hosted a virtual public meeting to provide an update on the upcoming construction of the Lower Penitencia Creek Improvements Project, which is slated to begin in July 2021.

Five participants attended virtually via Zoom and five participants joined on Facebook Live. Following the presentation, Valley Water responded to questions related to trail impacts and held a question and answer session covering the project's benefits, schedule and timeline. Attendees were encouraged to contact the project's neighborhood liaison with additional questions or concerns. As the project progresses, information on construction impacts will be continually shared with neighbors, businesses, and the City of Milpitas.

A recording of the June 9, 2021, virtual meeting and presentation is now available on the project's webpage: <https://www.valleywater.org/project-updates/lower-penitencia-creek-improvements-project>.

For further information, please contact Rachael Gibson at (408) 781-4739.

9. Valley Water Hosts Virtual Ribbon-Cutting on the Completion of the Rancho San Antonio Detention Basin Project.

On June 4, 2021, Valley Water hosted a virtual ribbon-cutting on the completed Rancho San Antonio Detention Basin Project. This project was the last remaining element of the greater Permanente Creek Flood Protection Project, which will provide flood protection for at least 2,200 properties in Mountain View and Los Altos.

Vice Chair Kremen and Director Hsueh provided opening remarks to 45 participants who virtually participated via Zoom and nine participants who joined Facebook Live. The webinar event was emceed by Valley Water Chief Executive Officer Rick Callender and featured representatives from Santa Clara County Parks and Midpeninsula Regional Open Space District.

The virtual recognition event included the showing of two videos. The first video highlighted the project area and its four completed elements: the McKelvey Park Detention Basin, Permanente Creek and Hale Creek channel improvements, levee and channel improvements downstream of Highway 101, and the Rancho San Antonio Detention Basins.

The second video captured the ribbon-cutting and comments made by Vice Chair Kremen, Director Hsueh, Santa Clara County Parks Director Don Rocha, and Midpeninsula Regional Open Space District Assistant General Manager Brian Malone.

A recording of the June 4, 2021, virtual ribbon-cutting is now available on the project's webpage: <https://www.valleywater.org/project-updates/rancho-san-antonio-county-park-detention-basin>.

For further information, please contact Rachael Gibson at (408) 781-4739.

10. Valley Water receives prestigious PRSA Silver Anvil Award

On June 10, 2021, Valley Water was presented the Public Relations Society of America (PRSA) Silver Anvil Award for our efforts in crafting an updated community-preferred Safe, Clean Water Program, before it was placed on the ballot as Measure S, in the category of Public Affairs for Associations, Government, Nonprofit Organizations.

PRSA is the nation's leading professional organization serving the communications community. The Silver Anvil is one of the most prestigious and sought-after public relations awards nationwide and honors the best public relations campaigns each year. Out of the hundreds of submissions received nationwide, only 148 agencies were selected as finalists, and of those, only 67 Silver Anvil Awards were given.

In the midst of a global pandemic, Valley Water's robust public affairs and outreach efforts helped build the community-preferred renewal program before it was officially placed on the ballot as Measure S. The efforts resulted in more than 21,000 direct engagements with county residents and stakeholders and paid media efforts resulting in more than 14 million impressions in a six-month period between January and June 2020 to gather direct input into the program before being finalized. Ultimately, the measure passed in a landslide victory with more than 75% of votes cast in the November 2020 election. The funding generated by the Safe, Clean Water Program helps partially fund and support critical water supply projects and helps our agency better prepare for climate change and emergencies like drought.

The Silver Anvil will be mailed to Valley Water headquarters in July 2021 and will be put up for display in the board room trophy case for all to enjoy.

For further information, please contact Marta Lugo at (408) 630-2237.

11. Water Treatment Plant and Pipeline Project Workshop

On June 1, 2021, Valley Water hosted a Water Treatment Plant and Pipeline Project Workshop via Zoom. Valley Water presented on major pipeline and treatment plant projects that are scheduled in the next 2-5 years, inviting water retailers to participate in discussions of operational strategies and communication protocols in response to impacts of pipeline outage, potential project delay and water quality issues on raw and treated water deliveries. Representatives from all seven treated water retailers within Santa Clara County attended the workshop.

Following the presentations of upcoming pipeline projects and potential impacts on raw water supply and treated water operations, as well as discussions on contingency plans by Valley Water and San Jose Water Company operations staff, three different scenario exercises were conducted. These exercises guided attendees and engaged treated water retailers' participants through mock events during extended project delay, water supply shortage, and treated water interruption due to water quality impacts during San Luis Low Point and County-wide drought conditions.

Valley Water received helpful feedback from treated water retailers about how they might operate under certain situations, and Valley Water was able to respond to treated water retailers' questions and comments. This dialogue will help refine our contingency planning, operational strategies, and our communications strategy with treated water retailers as well as the broader community. Preliminary feedback from participants was that the workshop was worthwhile, and future such sessions may be scheduled.

For further information, please contact Bhavani Yerrapotu at (408) 630-2735.



Santa Clara Valley Water District

File No.: 21-0644

Agenda Date: 6/22/2021
Item No.: 4.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt Resolution Placing in Nomination Director John L. Varela as Chair of the Association of California Water Agencies Region 5 Board.

RECOMMENDATION:

Adopt the Resolution PLACING IN NOMINATION DIRECTOR JOHN L. VARELA AS CHAIR OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) REGION 5 BOARD.

SUMMARY:

The ACWA Region 5 Nominating Committee is looking for ACWA members who are interested in leading the direction of ACWA Region 5 for the 2022-2023 term. The Nominating Committee is currently seeking candidates for the Region 5 Board, which is comprised of Chair, Vice Chair and up to five Board member positions.

District 1 Director John L. Varela is currently serving on the Region 5 Board as Vice Chair, and he has indicated that he is interested in continuing his service on the Region 5 Board as the Board Chair.

The leadership of ACWA's ten geographical regions is integral to the leadership of the Association as a whole. The Chair and Vice Chair of Region 5 serve on ACWA's Statewide Board of Directors and recommend all committee appointments for Region 5. The members of the Region 5 Board determine the direction and focus of region issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members and serve as a key role in ACWA's grassroots outreach efforts.

Board Governance Process Policy GP-3.1 states that the Board will be the link between the District and the Public. District representation on the ACWA Region 5 Board provides a means for creating that link.

This item allows the Board to adopt a resolution (Attachment 1) placing Director Varela in nomination for a Chair of the Region 5 Board.

Also, attached for information (Attachment 2) is a copy of the ACWA Region 5 Role description, Rules and Regulations, and Election Timeline.

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

Attachment 2: Region 5 Role, Rules & Regulations, and Election Timeline

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

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

RESOLUTION NO. 21-

**PLACING IN NOMINATION DIRECTOR JOHN L. VARELA AS CHAIR
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 5 BOARD**

WHEREAS, the Santa Clara Valley Water District (Valley Water) is a special district responsible for water supply and flood protection in Santa Clara County; and

WHEREAS, the Board of Directors of Valley Water encourages and supports the participation of its members in the affairs of the Association of California Water Agencies (ACWA); and

WHEREAS, Director John L. Varela is currently serving as Vice Chair of the Board of Directors for ACWA Region 5.

NOW, THEREFORE BE IT RESOLVED that the Santa Clara Valley Water District's Board of Directors does place its full and unreserved support in the nomination of Director John L. Varela for Chair of the Board of ACWA Region 5; and does hereby determine that the expenses attendant with the service of Director John L. Varela in ACWA Region 5 shall be borne by the Santa Clara Valley Water District.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on June 22, 2021:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMER
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

MEMORANDUM

Date: May 3, 2021

To: ACWA REGION 5 MEMBER AGENCY PRESIDENTS AND GENERAL MANAGERS
(sent via e-mail)

From: ACWA REGION 5 NOMINATING COMMITTEE

- **Piret Harmon**, Scotts Valley Water District
- **Brian Lockwood**, Pajaro Valley Water Management Agency
- **Robert McDonald**, Carpinteria Valley Water District

The Region 5 Nominating Committee is looking for ACWA members who are interested in leading the direction of ACWA Region 5 for the 2022-2023 term. The Nominating Committee is currently seeking candidates for the Region 5 Board, which is comprised of Chair, Vice Chair and up to five Board Member positions.

The leadership of ACWA's ten geographical regions is integral to the leadership of the Association as a whole. The Chair and Vice Chair of Region 5 serve on ACWA's Statewide Board of Directors and recommend all committee appointments for Region 5. The members of the Region 5 Board determine the direction and focus of region issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members and serve as a key role in ACWA's grassroots outreach efforts.

If you, or someone within your agency, are interested in serving in a leadership role within ACWA by becoming a Region 5 Board Member, please familiarize yourself with the [Role of the Regions](#) and Responsibilities; the [Election Timeline](#); and the [Region 5 Rules and Regulations](#) and complete the following steps:

- **Complete the attached Region Board Candidate Nomination Form [HERE](#)**
- **Obtain a Resolution of Support from your agency's Board of Directors** (Sample Resolution [HERE](#))
- **Submit the requested information to ACWA as indicated by Wednesday, June 30, 2021**

The Region 5 Nominating Committee will announce their recommended slate by July 31, 2021. On August 2, 2021, the election will begin with ballots sent to General Managers and Board Presidents. One ballot per agency will be counted. The election will be completed on September 30, 2021. On October 4, 2021, election results will be announced. The newly elected Region 5 Board Members will begin their two-year term of service on January 1, 2022.

If you have any questions, please contact Regional Affairs Representative Jennifer Rotz at JenniferR@acwa.com or (916) 441-4545.

ACWA Regions provide the grassroots support to advance ACWA's legislative and regulatory agenda.

Background

As a result of ACWA's 1993 strategic planning process, known as Vision 2000, ACWA modified its governance structure from one that was based on sections to a regional-based configuration. Ten regions were established to provide geographic balance and to group agencies with similar interests.

Primary Charge of Regions

- To provide a structure where agencies can come together and discuss / resolve issues of mutual concern and interest and based on that interaction, provide representative input to the ACWA board.
- To assist the Outreach Task Force in building local grassroots support for the ACWA Outreach Program in order to advance ACWA's legislative and regulatory priorities as determined by the ACWA Board and the State Legislative, Federal Affairs or other policy committees.
- To provide a forum to educate region members on ACWA's priorities and issues of local and statewide concern.
- To assist staff with association membership recruitment at the regional level.
- To recommend specific actions to the ACWA Board on local, regional, state and federal issues as well as to recommend endorsement for various government offices and positions.

Region chairs and vice chairs, with support from their region boards, provide the regional leadership to fulfill this charge.

Note: Individual region boards CANNOT take positions, action or disseminate communication on issues and endorsements without going through the ACWA Board structure.

GENERAL DUTIES / RESPONSIBILITIES FOR REGION OFFICERS

Region Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Chair will also call at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement. Appoints Outreach Captain to help lead outreach effort within the region.
- Presides over all region activities and ensures that such activities promote and support accomplishment of ACWA's Goals.
- Makes joint recommendations to the ACWA President regarding regional appointments to all ACWA committees.
- Appoints representatives in concurrence of the region board, to serve on the region's nominating committee with the approval of the region board.
- Facilitates communication from the region board and the region membership to the ACWA board and staff.

Region Vice Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Vice Chair will also participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Performs duties of the Region Chair in the absence of the chair.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement.
- Makes joint recommendations to the ACWA president regarding regional appointments to all ACWA committees.

Region Board Member

- Participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Supports program planning and activities for the region.
- Actively participates and encourages region involvement in ACWA's Outreach Program.
- May serve as alternate for the chair and/or vice chair in their absence (if appointed) to represent the region to the ACWA Board.

ACWA Region 5 Rules & Regulations

Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association (ACWA Bylaw V, 6.).

Officers

Region officers must be a local agency board member.

The chair shall appoint a secretary to the Board if one is deemed necessary.

Attendance

If a region chair or vice chair is no longer allowed to serve on the Board of Directors due to his / her attendance, the region board shall appoint from the existing region board a new region officer. (ACWA Policy & Guideline Q, 1.)

If a region chair or vice chair misses three consecutive region board / membership meetings, the same process shall be used to backfill the region officer position. (ACWA Policy & Guideline Q, 1.)

If a region board member has three consecutive unexcused absences from a region board meeting or general membership business meeting, the region board will convene to discuss options for removal of the inactive board member. If the vacancy causes the board to fail to meet the minimum requirement of five board members, the region must fill the vacancy according to its rules and regulations. (ACWA Policy & Guideline Q, 3.)

Vacancy

The vice chair position shall automatically ascend to the chair position in the event that a vacancy occurs in the chair position during the regular term cycle.

Elections

All nominations received for the region chair, vice chair and board positions must be accompanied by a resolution of support from each sponsoring member agency, signed by an authorized representative of the Board of Directors. Only one individual may be nominated from a given agency to run for election to a region board. Agencies with representatives serving on the nominating committees should strive not to submit nominations for the region board from their agency. (ACWA Policy & Guideline P, 2.) Election ballots will be e-mailed to ACWA member agency general managers and presidents.

The nominating committee shall consist of three to five members.

In an effort to preserve objectivity during the nominating committee process, candidates other than nominating committee members shall be nominated for election.

The nominating committee should pursue qualified members within the region to run for the region board, and should consider geographic diversity, agency size and focus in selecting a slate.

See the current region election timeline for specific dates.

Endorsements

ACWA, as a statewide organization, may endorse potential nominees and nominees for appointment to local, regional, and statewide commissions and boards. ACWA's regions may submit a recommendation for consideration and action to the ACWA Board of Directors to endorse a potential nominee or nominee for appointment to a local, regional or statewide commission or board. (ACWA Policy & Guideline P, 3.)

Committee Recommendations & Representation

All regions are given equal opportunity to recommend representatives of the region for appointment to a standing or regular committee of the Association. If a region fails to provide full representation on all ACWA committees, those committee slots will be left open for the remainder of the term or until such time as the region designates a representative to complete the remainder of the term. (ACWA Policy & Guideline P, 4. A.)

At the first region board / membership meeting of the term, regions shall designate a representative serving on each of the standing and regular committees to serve as the official reporter to and from the committee on behalf of the region to facilitate input and communication. (ACWA Policy & Guideline P, 4. B.)

Tours

ACWA may develop and conduct various tours for the regions. All tour attendees must sign a "release and waiver" to attend any and all region tours. Attendees agree to follow environmental guidelines and regulations in accordance with direction from ACWA staff; and will respect the rights and privacy of other attendees. (ACWA Policy & Guideline P, 6.)

Finances

See "Financial Guidelines for ACWA Region Events" document.

Amending the Region Rules & Regulations

ACWA policies and guidelines can be amended by approval of the ACWA Board of Directors. The Region 5 Rules & Regulations can be amended by a majority vote of those present at any Region 5 meeting as long as a quorum is present.

2021 ACWA Region Election Timeline 2022-2023 Term

February 26:

NOMINATING COMMITTEES APPOINTED

- With concurrence of the region board, the region chairs appoint at least three region members to serve as the respective region's Nominating Committee
- Those serving on nominating committees are ineligible to seek region offices
- Nominating Committee members are posted online at www.acwa.com

March 1-31:

NOMINATING COMMITTEE TRAINING

- Nominating Committee packets will be e-mailed to each committee member
- ACWA staff will hold a Zoom training session with the nominating committees to educate them on their specific roles and duties
 - Regions 1-10 Nominating Committees: via Zoom

May 3:

CALL FOR CANDIDATES

- The Call for Candidate Nominations packet will be e-mailed to ACWA member agency Board Presidents and General Managers

June 30:

DEADLINE FOR COMPLETED NOMINATION FORMS

- Deadline to submit all Nomination Forms and Board Resolutions of Support for Candidacy for region positions
- Nominating Committee members may need to solicit additional candidates in person to achieve a full complement of nominees for the slate

July 1:

CANDIDATE INFORMATION TO NOMINATING COMMITTEES

- All information submitted by candidates will be forwarded by ACWA staff to the respective region Nominating Committee members with a cover memo explaining their task

July 11 - 31:

RECOMMENDED SLATES SELECTED

- Nominating Committees will meet to determine the recommended individuals for their region. The slate will be placed on the election ballot.
- Nominating Committee Chairs will inform their respective ACWA Regional Affairs Representative of their recommended slate by July 23
- Candidates will be notified of the recommended slate by July 30
- The Nominating Committee Chair will approve the official region ballot

August 2:

ELECTIONS BEGIN

- All 10 official electronic ballots identifying the recommended slate and any additional candidates for consideration for each region will be produced and e-mailed to ACWA member agencies only
- Only one ballot per agency will be counted

September 30:

ELECTION BALLOTS DUE

- ***Deadline for all region elections. All region ballots must be received by ACWA by **September 30, 2021*****

October 4:

ANNOUNCEMENT OF ELECTION RESULTS

- Newly-elected members of the region boards will be contacted accordingly
- An ACWA Advisory will be distributed electronically to all members reporting the statewide region election results
- Results will be posted at acwa.com and will be published in the October issue of ACWA News



Santa Clara Valley Water District

File No.: 21-0628

Agenda Date: 6/22/2021

Item No.: 4.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Consider the May 3, 2021, Board Policy and Planning Committee Recommendations Regarding Revisions to Board Governance Ends Policy E-2: Water Supply.

RECOMMENDATION:

Consider the May 3, 2021, Board Policy and Planning Committee Recommendations Regarding Revisions to Board Governance Ends Policy E-2: Water Supply.

SUMMARY:

Santa Clara Valley Water District's (Valley Water) Board Governance Ends Policy 2 (E-2), Water Supply, was first adopted in 2005 and subsequently revised and adopted in 2012. To ensure the E-2 closely reflects Valley Water's current and emerging water resources management, the Board Policy and Planning Committee (BPPC) directed staff to review and revise the E-2, with the following specific directions:

- Connect the policy with Valley Water's Water Supply Master Plan
- Reflect and incorporate strategies listed in all current master plans
- Reflects environmental and other beneficial, equitable, and affordable uses of water
- Not make goals too long and too detailed

Following these directions, staff developed six policy goals to achieve the End - **providing a reliable, safe, and affordable water supply for current and future generations in all communities served**. The proposed goals include meeting Valley Water's Level of Service goal, protecting existing water supplies, maintaining water infrastructure, increasing regional self-reliance, using an integrated approach for water resources management, and promoting equitability and affordability. Except for the first goal (2.1), each goal is supported by several actionable objectives (Attachment 1).

The proposed draft E-2 policy was developed through close collaboration of multiple units across the agency. The draft policy aims to reflect the BPPC direction to ensure that the E-2 policy is consistent with the Water Supply Master Plan and serves as a high-level framework for Valley Water's water resources management. The draft E-2 was presented at the May BPPC meeting. The Committee by a roll call vote unanimously recommended bringing the draft E-2 to the full Board for consideration.

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: Draft Ends Policy E-2

Attachment 2: PowerPoint

UNCLASSIFIED MANAGER:

Vincent Gin, 408-630-2633

Draft E-2

Title: Water Supply Services

Valley Water provides a reliable, safe, and affordable water supply for current and future generations in all communities served.

2.1 Meet 100 percent of annual water demand during non-drought years and at least 80 percent of demand in drought years

2.2 Protect and sustain the county's existing, diverse water supplies

- Manage groundwater to ensure sustainable supplies and avoid land subsidence
- Aggressively protect groundwater from the threat of contamination
- Protect imported water supplies and associated contracts and partnerships
- Protect and manage local surface water supplies and associated water rights
- Deliver reliable, high quality drinking water from water treatment plants

2.3 Protect and maintain existing water infrastructure

- Plan for infrastructure maintenance and replacement to reduce risk of failure
- Prioritize funding for maintenance and replacement of existing water infrastructure over investments in new infrastructure
- Prepare for and respond effectively to water utility emergencies

2.4 Increase regional self-reliance through water conservation and reuse

- Maximize utilization of all demand management tools
- Incentivize water use efficiency and water conservation
- Promote, protect and expand potable and non-potable water reuse
- Promote stormwater capture and reuse

2.5 Manage water resources using an integrated, science-based approach

- Plan for future water supply needs
- Promote efficient and reliable operation of water supply systems
- Promote water supply projects with multiple benefits, including environmental stewardship and flood protection
- Invest in and rely on science to support planning and decision-making
- Build and maintain effective partnerships to achieve water supply goals

2.6 Promote access to equitable and affordable water supplies

- Promote equal access to clean, safe, and affordable water supply across all communities served
- Maintain affordable water rates through cost-effective water supply investments and management
- Continue customer assistance and incentive programs



End Policy E-2 Water Supply

Presented by: Jing Wu, Ph.D., Senior Water Resources Specialist
Board of Director Meeting
June 22, 2021



Ends E-2 Water Supply

There is a reliable, clean water supply for current and future generations.

2.1. Current and future water supply for municipalities, industries, agriculture, and the environment is reliable.

- Aggressively protect groundwater from the threat of contamination and maintain and develop groundwater to optimize reliability and to minimize land subsidence and salt water intrusion.
- Protect, maintain, and develop local surface water.
- Protect, maintain, and develop imported water.
- Protect, maintain, and develop recycled water.
- Maximize water use efficiency, water conservation, and demand management opportunities.
- Prepare for and respond effectively to water utility emergencies.

2.2. Raw water transmission and distribution assets are managed to ensure efficiency and reliability.

- Raw water transmission and distribution assets are managed to ensure efficiency and reliability.

2.3. Reliable high quality drinking water is delivered.

- Meet or exceed all applicable water quality regulatory standards.
- Maintain effective relationships with the retailer and other stakeholders to ensure high quality, reliable drinking water.



Organizing Principles

- Water Supply Master Plan outline as an overall organizing structure
- Broader focus and more inclusive goals
- Communication tool for what's important
- Public friendly language

Revised E-2

Title: Water Supply

There is a reliable, clean water supply for current and future generations.

Title: Water Supply Services

Valley Water provides a reliable, safe, and affordable water supply for current and future generations in all communities served.



Revised E-2

2.1 Meet 100 percent of annual water demand during non-drought years and at least 80 percent of demand in drought years

Revised E-2

2.2 Protect and sustain the county's existing, diverse water supplies

- Manage groundwater to ensure sustainable supplies and avoid land subsidence
- Aggressively protect groundwater from the threat of contamination
- Protect imported water supplies and associated contracts and partnerships
- Protect and manage local surface water supplies and associated water rights
- Deliver reliable, high quality drinking water from water treatment plants



Revised E-2

2.3 Protect and maintain existing water infrastructure

- Plan for infrastructure maintenance and replacement to reduce risk of failure
- Prioritize funding for maintenance and replacement of existing water infrastructure over investments in new infrastructure
- Prepare for and respond effectively to water utility emergencies

Revised E-2

2.4 Increase regional self-reliance through water conservation and reuse

- Maximize utilization of all demand management tools
- Incentivize water use efficiency and water conservation
- Promote, protect and expand potable and non-potable water reuse
- Promote stormwater capture and reuse



Revised E-2

2.5 Manage water resources using an integrated, science-based approach

- Plan for future water supply needs
- Promote efficient and reliable operation of water supply systems
- Promote water supply projects with multiple benefits, including environmental stewardship and flood protection
- Invest in and rely on science to support planning and decision-making
- Build and maintain effective partnerships to achieve water supply goals



Revised E-2

2.6 Promote access to equitable and affordable water supplies

- Promote equal access to clean, safe, and affordable water supply across all communities served
- Maintain affordable water rates through cost-effective water supply investments and management
- Continue customer assistance and incentive programs

Recommendation:

Consider Board Policy and Planning Committee
Recommendations Regarding Revised Board
Governance Ends Policy E-2

QUESTIONS





Santa Clara Valley Water District

File No.: 21-0594

Agenda Date: 6/22/2021

Item No.: 4.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Consider the March 1, 2021, Board Policy and Planning Committee Recommendations Regarding Modifications to Board Governance Ends Policy E-4: Water Resources Stewardship.

RECOMMENDATION:

Consider the March 1, 2021, Board Policy and Planning Committee Recommendations Regarding Modifications to Board Governance Ends Policy E-4: Water Resources Stewardship

SUMMARY:

At the August 12, 2020 Special Meeting, the Board Policy and Planning Committee requested staff provide a revised Board Ends Policy E-4, Water Resources Stewardship, for their consideration that:

1. Reflects the Board's goal to achieve a net positive impact on the environment;
2. Clarifies the Board's stewardship vision to the public; and
3. Guides staff to integrate stewardship "in everything we do".

The Committee provided input on the revisions at three subsequent meetings; and on March 1, 2021, recommended that the final modified policy be presented to the full Board for consideration (Attachment 1).

To clarify Santa Clara Valley Water District's (Valley Water) stewardship mission, the modified Ends Policy E-4 includes five policy goals to achieve the following End: *Water resources stewardship protects and enhances ecosystem health*. Goals include using a science-based approach to protect aquatic ecosystems, managing water resources for multiple benefits, encouraging sustainable management of water resources in the Bay-Delta, preventing pollution of waterbodies, and engaging the community. Each goal is supported by several actionable objectives.

The draft policy was developed with community concerns in mind. Out of 17,100 total people surveyed for the Safe Clean Water and Natural Flood Protection Program renewal effort, numerous residents listed stewardship as an important priority for Valley Water: 96% of respondents ranked reducing and removing toxins, hazards, and contaminants from local creeks, streams, and reservoirs as important- extremely important; 88% of respondents ranked restoring fish, bird, and wildlife habitat

in and around local creeks, streams, and the bay as important- extremely important; and 88% of respondents ranked providing creek cleanups, vegetation management, and tree removal near creeks to lessen the threat of flooding and wildfires as important- extremely important. Top concerns expressed by respondents related to environmental stewardship were wildlife habitat quality in Santa Clara County; Bay-Delta watershed health; pollution in local streams, reservoirs, and the bay; and community engagement and education.

The policy revision was also informed by a comparative study of other water agencies. In a benchmarking exercise of seven water districts and flood control agencies in the region, the current Ends Policy E4 was found to be of moderate strength when compared to the San Francisco Public Utilities Commission and the East Bay Municipal Utility District. The proposed draft policy reflects the board direction to be leaders in promoting a science-based, watershed approach to water resources management.

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: Revised Ends Policy E-4

UNCLASSIFIED MANAGER:

Lisa Bankosh, 408-630-2618

Board Governance Ends Policy E.4. Water Resources Stewardship

Water resources stewardship protects and enhances ecosystem health.

Goal 4.1 Use a science-based, inclusive approach to protect Santa Clara County's watersheds and aquatic ecosystems for current and future generations.

1. Develop and share data to support resilient ecosystems and healthy populations of native species.
2. Monitor stream, reservoir, and Bay ecosystem health.
3. Use data to prioritize and equitably implement actions to reduce pollution, restore endangered species habitat, and enhance ecosystem function.

Goal 4.2 Sustain ecosystem health while managing local water resources for flood protection and water supply.

1. Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity, equitably in all regions of the county.
2. Operate Valley Water facilities to balance water supply, flood protection, and ecosystem sustainability.

Goal 4.3 Encourage inclusive, sustainable management of water resources in the Bay-Delta and its watersheds to protect imported water supply.

1. Meet future water supply demand through diverse and coordinated water supply planning.
2. Promote holistic ecosystem management through science-based decision-making.
3. Actively engage in the protection of source water quality through collaboration and funding.

Goal 4.4 Prevent and address pollution of local streams, reservoirs, and the Bay, equitably across all communities. Protect waterbodies from pollution and degradation.

1. Encourage stormwater capture, treatment, and reuse.
2. Prepare and respond to spills and dumping that threaten local waterways.
3. Collaborate with agencies and nonprofits to address homelessness and its impacts to Santa Clara County Waterways.

Goal 4.5 Engage the community to promote watershed stewardship by providing meaningful engagement in Valley Water programs for all people regardless of race,

color, gender identity, disability status, national origin, tribe, culture, income, immigration status, or English language proficiency.

1. Provide appropriate and equal public access to Valley Water's streamside and watershed lands.
2. Engage and educate the community in stream and watershed protection,
3. Build partnerships to protect and enhance watersheds and aquatic ecosystems.



Santa Clara Valley Water District

File No.: 21-0127

Agenda Date: 6/22/2021

Item No.: 4.5.

BOARD AGENDA MEMORANDUM

SUBJECT:

Review Fiscal Year 2021 Board Policy Planning Calendar.

RECOMMENDATION:

Review, discuss and revise the Fiscal Year 2021 Board Policy Planning Calendar.

SUMMARY:

This item provides the Board an opportunity to review, discuss and revise the Fiscal Year 2021 Board Policy Planning Calendar (FY21 Board Calendar) and identify appropriate items for Board Committee work plans for discussion and feedback to the Board.

The current FY21 Board Calendar is attached for Board review.

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: FY21 Board Calendar

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

FY21 VALLEY WATER BOARD POLICY PLANNING CALENDAR

FY21 Board Work Plan			Board Committee	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Actively Pursue Water Storage Opportunities	• Sites Reservoir	Water Storage Exploratory Committee			C	S				C		C	
		• Los Vaqueros Expansion Project (Amendment #2)	Water Storage Exploratory Committee	C			S							
		• Los Vaqueros Expansion Project (JPA Formation)	Water Storage Exploratory Committee						C		C		C R	R
		• Pacheco Reservoir	Water Storage Exploratory Committee						C/R			C/S		
2.	Actively Participate in Decisions Regarding the CA Delta Conveyance	• Decision on next level of funding, determination of VW participation level, DCA agreement amendment					S							
3.	Lead Recycled and Purified Water Efforts with Committed Partners	• South County Recycled Water Governance	Recycled Water Committee		C					C			R	C
		• Negotiations with cities of San José and Santa Clara	Recycled Water Committee		C		C			C	S	C	C	R C
		• Public-Private Partnership (P3)	Recycled Water Committee		R		C		C	C	C	C	C	R C
		• Countywide Water Reuse Master Plan	Recycled Water Committee	R			C				C	C	R	C
4.	Engage and Educate the Community, Elected Officials and Staff on Future Water Supply Strategies in Santa Clara County	• Water Supply Master Plan/Monitoring and Assessment Plan (MAP) & Water Demand Projection	Water Conservation and Demand Management Committee		C	R		C		C			C	R
		• Urban Water Management Plan (UWMP)	Water Conservation and Demand Management Committee					C		C		C	C	R
		• Water Conservation Program	Water Conservation and Demand Management Committee					C		C		C		C
5.	Advance Anderson Dam Seismic Retrofit Project	• Alternative Contracting		R										
		• Decommissioning of Anderson Hydroelectric Facility							R					
		• Award Anderson Dam Tunnel Project Contract										R		
6.	Protect and maintain existing assets and infrastructure	• Second amendment to CVP Contract					S							
		• CVP Contract conversion under WIIN Act												R
		• SWP Contract amendment to add "Water Management Tools"					S							

Board Meetings

R = Regular

S = Special

C = Committee

X = Closed

I = Information Only

FY21 VALLEY WATER BOARD POLICY PLANNING CALENDAR

FY21 Board Work Plan				Board Committee	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
7.	Pursue opportunities to improve internal capacity to acquire regulatory permits	• Work-Study Session w/Regulators	SF Bay Regional Water Quality Board Mtg				I								
8.	Attain Net Positive Impact on the Environment When Implementing Flood Protection and Water Supply Projects	• One Water Countywide Framework	Board Policy and Planning Committee								C			C	
9.	Promote the Protection of Creeks, Bay and Other Aquatic Ecosystems from Threats of Pollution and Degradation	• Revisions to the Water Protection Ordinance	Board Policy and Planning Committee							C					C
		• Updated Trails Policy	Board Policy and Planning Committee				C			C			C		R
10.	Continue FAHCE	• Update on Guadalupe River and Stevens Creek	SPOC Committee							C		C		C	
		• Review of FAHCE Committee Structure and Purpose	FAHCE Committee			C		R							
11.	Advance Diversity and Inclusion	• Racial Equity, Diversity and Inclusion Master Plan	D&I Ad Hoc Committee							C			C		
12.	Maintain Appropriate Staffing Levels and Expertise	• Project Labor Agreement	PLA Working Group						C	C	C				
		• Long-Term Staffing Master Plan	D&I Ad Hoc Committee												C
13.	Provide Affordable and Cost-Effective Level of Services	• Customer Assistance Program				R			R						
		• FY20-21 Budget Review related to COVID-19 Impacts & Mid-Year Increase Decision				R									
		• FY20 Unaudited Actuals Review & Comprehensive Annual Financial Report (CAFR) Review				R				R					
		• Budget Committee Benchmarking and Proposal						R							
		• FY21-22 Water Rate Setting Process						R		R	R		R	R	
		• FY21-22 Budget Setting Process							R		R	R	R/S	R	
14.	Address Future Impacts of Climate Change to Valley Water's Mission and Operations	• Climate Change Action Plan (CCAP)	Board Policy and Planning Committee					C					C		R

Board Meetings
 R = Regular
 S = Special
 C = Committee
 X = Closed
 I = Information Only

FY21 VALLEY WATER BOARD POLICY PLANNING CALENDAR

FY21 Board Work Plan			Board Committee	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
15.	Other Notable Policy and Board Actions	• Office of Government Relations Annual Legislative and Policy Proposals				R								
		• Recycled Water Outreach and Tracking Poll	Recycled Water Committee		C									
		• Safe, Clean Water Grant Program funding recommendations									R			
		• Redistricting Plan: Process, Criteria, and Advisory Committee	Redistricting Advisory Committee					R	R					

Board Committee(s) Recommended Items (Committee Not Assigned to Board Work Plan Items)			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Audit Committee	• Grants Management Audit Report			C	C	C	C		R			
		• Board Audit Committee Charter Update			R				R				
2.	Policy and Planning Committee	• FY20-21 Board Work Plan	R										
		• FY20-21 Board Policy Planning Calendar	R	C	R	R			R	R	R	R	R
		• Adding Environmental Justice to E-1				C			C/R				
		• E-2 Water Supply			C			C			C	C	R
		• E-3 Flood Protection											
		• E-4 Environmental Stewardship		C		C		C					R
		• E-5 Climate Change				C					C		R
		• FY22 Strategic Planning/Board Work Plan			C	R		S			C/R		
3.	Capital Improvement Program (CIP)	• Contracts Improvement Process Update							C				
		• Preliminary FY21-22 Five-Year Capital Improvement Program					C	R					
		• FY21-22 Five-Year CIP Adoption Process							R		R	R	

Board Meetings
 R = Regular
 S = Special
 C = Committee
 X = Closed
 I = Information Only

FY21 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Items Regularly Monitored by Board			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	BAO Performance		X	X	X					X	X		X
2.	BAO Compensation												R
3.	Board Expense Report				R				R				R
4.	Board Self-Assessment			R									

Board Member(s) Requested Items			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Santos	Two-Year Budget	R										
2.	Santos	District Financial/Investment Status (To be Combined with FY20-21 Budget Review)		R									
3.	Varela, Santos, Kremen	Fire Suppression Efforts				X							X
4.	Hsueh	Structure and Scope for Budget Committee				R							
5.	Kremen	Energy Master Plan					X						X
6.	Kremen	Roles & Responsibilities of Board Members who participate on External Boards											

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed
I = Information Only



Santa Clara Valley Water District

File No.: 21-0675

Agenda Date: 6/22/2021
Item No.: *4.6.

BOARD AGENDA MEMORANDUM

SUBJECT:

Board Committee Reports.

ATTACHMENTS:

- *Handout 4.6-A: 052621 BAC Summary
- *Handout 4.6-B: 052621 RWC Summary
- *Handout 4.6-C: 060421 JRWC (PA, MV) Summary
- *Handout 4.6-D: 060721 BPPC Summary
- *Handout 4.6-E: 062121 WCDM Agenda
- *Handout 4.6-F: 062321 RAC Agenda
- *Handout 4.6-G: 062321 RWC Agenda

MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Board Audit Committee

SUBJECT: 05/26/2021 Amended Rescheduled Board Audit Committee Meeting Summary. **DATE:** June 22, 2021

This memorandum summarizes the Amended Rescheduled Board Audit Committee (Committee) meeting held on May 26, 2021, where the following work plan Items were discussed:

ACTION ITEMS:

- 4.1 Receive and Discuss the Permitting Best Practices Audit Final Report and Management Response; and Approve the Permitting Best Practices Audit Final Report for Presentation to the Full Board.

Recommendation: A. Receive and discuss the Permitting Best Practices Audit Final Report and Management Response; and
B. Approve the Permitting Best Practices Audit Final Report and direct staff and TAP International, Inc. to present to the full Board at a future Board meeting.

Ms. Kate Kousser, TAP International, Inc. (TAP), reviewed the information on this item, per the attached Committee Agenda Memorandum, and per the information contained in Attachment 1.

The Committee noted the information, and requested the following information:

- Management response satisfies the recommendations;
- Add a follow-up audit in 2023 to assess the status of recommendation implementation;
- The Committee is concerned about data silos perpetuated by separate systems (data integration)
- Mr. Michael Cook, Deputy Administrative Officer, addressed the Committee's concerns by:
 - Information Technology (IT) collaborating with CPRU to address Recommendation No. 6, Attachment 1, Page 8; and
 - IT to return to a future Committee meeting to update the Committee when software solutions, which Valley Water already possesses, are identified that satisfy Recommendation No. 6, Attachment 1, Page 8.

It was moved by Director Kremen and seconded by Director Santos, and unanimously carried that the Committee recommended that before any procurement decision is made that the design or integration to our ticket management, CRM, and invoicing and payment ERP system is brought forward to the full board for consideration; and that the Committee approved the Permitting Best Practices Audit Final Report and directed staff and TAP International, Inc. to present to the full Board at a future Board meeting.

4.2 Receive an Update on the Status of the On-call Management Services Agreement Request for Proposal and Provide Input as Needed.

- Recommendation:
- A. Receive an update on the status of the On-call Management Services Agreement Request for Proposal;
 - B. Approve moving into the negotiation phase of the procurement with the goal of adding 2 On-Call Auditors to complement the Chief Audit Executive; and
 - C. Provide further input as needed.

Mr. Darin Taylor, Chief Financial Officer, reviewed the information on this item, per the attached Committee Agenda Memorandum.

The Committee noted the information, and noted the following:

- The Committee noted that all three (3) firms have experience with agencies that are similar to Valley Water.

It was moved by Director Santos and seconded by Director Kremen, and unanimously carried that staff proceed into the negotiation phase of the procurement with the goal of adding 2 On-Call Auditors to complement the Chief Audit Executive.

4.3 Receive an update on the Status of the Board Audit consultant Services Agreement Request for Proposal and Select a Committee Member to Sit on the Evaluation Committee.

- Recommendation:
- A. Receive an update on the status of the Board Audit Consultant Services Agreement Request for Proposal; and
 - B. Select a Committee member to sit on the Evaluation Committee.

The Committee considered this item without a staff presentation.

It was moved by Director Kremen and seconded by Director Santos and unanimously carried that Committee Chairperson Keegan sit on the Evaluation Committee.

4.4 Review and Discuss the 2021 Board Audit Committee Work Plan.

- Recommendation:
- Review and Discuss topics of interest raised at prior Board Audit Committee (BAC) Meetings and make any necessary adjustment to the BAC Work Plan.

Mr. Taylor reviewed the information on this item, per the attached Committee Agenda Memorandum, and per the information contained in Attachment 1.

The Committee noted the information without formal action, and requested the following:

- Staff to add to the BAC Work Plan a Committee Mid-Year Self Evaluation at the August Committee meeting;
- Staff to have Maze and Associates present to the Committee a Fiscal year 2021 Audit at the June Committee meeting;
- Staff add the Contract Change Order Status to the June Committee meeting; and
- Staff add an update to the Work Plan regarding Grants Audit recommendations.

4.5 Discuss and Approve any Updates to the Annual Audit Work Plan.

Recommendation: Discuss and approve any updates to recommend to the Board, if necessary.

Ms. Callahan reviewed the information on this item, per the attached Committee Agenda Memorandum.

The Committee noted the information, without formal action, and noted the following:

- The Committee has not selected the next audit to be conducted by the Board's auditor;
 - TAP is currently conducting the Risk Assessment that will result in the creation of the next Board Audit Committee Annual Audit Work Plan;
 - TAP's current agreement will expire after the Risk Assessment is completed; and
 - No changes were recommended by TAP to the Annual Audit Work Plan.

INFORMATION ITEMS:

5.1 Receive an Update on the Status of the Pacheco Reservoir Expansion Audit.

Recommendation: Receive an update on the status of the Pacheco Reservoir Expansion audit.

Mr. Brian Hopper, Senior Assistant District Counsel, reviewed the information on this item, per the attached Board Agenda Memorandum, and per the information contained in Attachment 1.

The Committee noted the information, without formal action, and noted the following:

- Legal Counsel clarified that this effort is not an "audit" and that this effort moving forward is a "fact-finding" investigation;
- Jackson Lewis is the firm that is performing this fact-finding investigation;
 - Expected feedback is to shed light on what was known and when; and
- Staff estimates that Jackson Lewis will provide their findings to the Committee at the June, 2021 Committee meeting.

5.2 Fiscal year 2020-21 Third Quarter Financial Status Update.

Recommendation: Receive the Fiscal year 2020-21 third quarter financial status update as of March 31, 2021.

Mr. Enrique De Anda, Budget Manager, reviewed the information on this item, per the attached Board Agenda Memorandum, and per the information contained in Attachment 1.

The Committee noted the information, without formal action, and requested the following:

- The Committee raised concerns about the reimbursements pending for Capital projects;
- The Committee requested that staff provide a more detailed breakdown of the finances in the next report; and
- The Committee requested that staff provide an analysis on Valley Water liabilities.

5.3 Receive an Update on the 2021 Risk Assessment.

Recommendation: Receive an update on the 2021 Risk Assessment.

Ms. Callahan reviewed the information on this item, per the attached Board Agenda Memorandum, and per the information contained in Attachment 1.

The Committee noted the information, without formal action, and noted the following:

- There are two (2) phases to the Risk Assessment;
 - Phase 1 is a survey of contacts to identify risks;
 - Phase 2 is the analysis of the identified risks;
- TAP suggested excluding the group of non-elected committee members due to privacy protocols;
 - The Committee Chair will work with the Clerk of the Board to determine if there is a workaround in order to include the non-elected committee members; and
- TAP is to confirm that the list of State and Federal Partners is complete.

Board member comments and suggestions can be forwarded to Mr. Max Overland, Assistant Deputy Clerk at (408) 630-2749 or by email to moverland@valleywater.org.

MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Recycled Water Committee

SUBJECT: 05/26/21 RWC Meeting Summary

DATE: June 22, 2021

This memorandum summarizes the Recycled Water Committee (Committee) meeting held on May 26, 2021. Vice Chairperson Gary Kremen presided for Chairperson Tony Estremera, who was excused from attending, and Committee Member Richard Santos was present, constituting a quorum of the Committee.

3.1 Approval of Minutes.

The Committee unanimously approved the Minutes of the April 9, 2021, and April 12, 2021 meetings.

4.1 Update on Purified Water Program.

Ms. Kirsten Struve, Assistant Officer, informed the Committee that the final Countywide Recycled Water Master Plan would be presented to the Committee at the next regular Committee meeting in June, then to the full Board. The Notice of Preparation received five comment letters which will be addressed in the CEQA process. Environmental and geotechnical investigations were completed at the San Jose and Palo Alto sites and findings will be included in the P3 Request for Proposal, to be released in Fall 2021. Ms. Struve expressed optimism in the ongoing discussion with City of Palo Alto and the San Francisco Bay Regional Water Quality Control Board on the preferred option to discharge Reverse Osmosis concentrate at the Palo Alto Regional Water Control Plant. After the release of Request for Qualifications that will develop a shortlist, potential firms are due to submit a Statement of Qualifications on June 25, 2021. Subsequent to this meeting, an extension of the June 25, 2021 date was granted to accommodate requests from shortlist entities.

Ms. Sherilyn Tran, Civic Engagement Manager, informed the Committee about coordination efforts between City of Palo Alto and Valley Water to build support and continue public education for the purified water program. As a result of this collaboration, a virtual tour of the Silicon Valley Advance Water Purification Center was conducted with two faith-based groups: the Palo Alto Fellowship Group and the Oshman Family Jewish Community Center. In addition, this year's Public Perception Survey Poll on Advanced Purified Water and Public Outreach Update will start in June and results will be presented to the Committee in September by the consultant. She also discussed plans to resume in-person tours in July 2021, for the Valley Water's Water Ambassadors, and various medical and healthcare professionals.

The Committee noted the information, without formal action.

4.2 Preparation for Joint Recycled Water Policy Committee with the Cities of Palo Alto, East Palo Alto, and Mountain View.

Ms. Struve informed the Committee about the agenda items for the June 4, 2021 Joint Recycled Water Policy Committee Meeting with the Cities of Palo Alto, East Palo Alto, and Mountain View as follows: CEQA progress, Public-Private Procurement process, land lease, Reverse Osmosis concentrate management, outreach efforts and update on the South San Francisco Bay Shoreline Phase II Feasibility Study.

The Committee noted the information, without formal action.

4.3 Discuss the 2021 Recycled Water Committee Work Plan, Upcoming Discussion Items, and Next Meeting Date.

Director Santos indicated the necessity to begin an emergency plan in anticipation of the less than 50% reduction to water supply to determine need for additional funding or water supply. In response, Mr. Anthony Fulcher, Interim District Counsel, mentioned that emergency has to be defined first depending on the statutory scheme such as exemption from CEQA requirements, or actions that endanger species. Once defined, facts must be identified to support a finding of an emergency under the statutory scheme. As for proclamations of local emergencies, only Cities or Counties have that authority. At this time, Mr. Fulcher added that we have not identified facts to support a request for emergency.

Vice Chairperson Kremen reviewed the updated work plan without formal action.

The Committee adjourned to its next Regular Meeting on June 23, 2021.

Board member comments and suggestions can be forwarded to Ms. Eva Sans, Assistant Deputy Clerk II, at (408) 630-2306, or by email to esans@valleywater.org

Tony Estremera

*Director, District 6
Recycled Water Committee Chairperson*

MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors**FROM:** Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View)**SUBJECT:** Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) Summary for June 4, 2021**DATE:** June 22, 2021

This memorandum summarizes agenda items from the regular meeting of Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) held on June 4, 2021.

Attendees:

Committee Members in attendance were: City of East Palo Alto Mayor/Councilmember: Hon. Lisa Gauthier; City of Mountain View Councilmember: Hon. Pat Showalter, City of Palo Alto Council Member: Hon. Alison Cormack and Hon. Eric Filseth; Valley Water Board Representatives: Director Tony Estremera (District 6), Director Gary Kremen (District 7), and Director Richard P. Santos (District 3).

Valley Water Staff in attendance were: Gina Adriano, Hossein Ashktorab, Henry Barrientos, Rechelle Blank, Glenna Brambill, Domingo Candelas, Phillippe Daniel (Contractor), Sunshine Julian, Albert Le, Marta Lugo, Heath McMahon, Kirsten Struve, Sherilyn Tran, and David Tucker.

Guests in attendance were: City of East Palo Alto: Bartool Zaro, City of Palo Alto: Karla Dailey, Diego Martinez Garcia, and Karin North, City of Mountain View: Lisa Au, and Silicon Valley Advisors LLC: Pete Carrillo.

Public attendees were: Greg Bazydola, A. Bowers, Sanjay Reddy, and Director John L. Varela (Valley Water, District 1).

4. ACTION ITEMS:**4.1 UPDATE ON PURIFIED WATER PROJECT**

Ms. Kirsten Struve and Ms. Sherilyn Tran reviewed the following:

Summary from Agenda Memo:

Per Santa Clara Valley Water District (Valley Water) Board direction, staff continues to advance an approximately 11,000 acre-feet indirect potable reuse project (i.e., groundwater recharge) using a fixed-price Design-Build-Finance-Operate-Maintain delivery method as a Public Private Partnership (P3).

Valley Water staff continues to make progress on the Purified Water Program. Since the February 22, 2021, Joint Recycled Water Policy Committee with the Cities of Palo Alto, East Palo Alto and Mountain View, the following progress has been made:

CEQA: Release of Notice of Preparation (NOP) and public scoping meeting on March 29, 2021. Outreach was conducted to encourage attendance at the scoping meeting via an outreach mailer, announcements at tours of the Silicon Valley Advanced Purification Center, and continued engagements with staff from the Cities of San Jose and Palo Alto to reach key stakeholder groups. Prior to the release of the NOP, Valley Water staff and consultants met with the planning department staff of both Palo Alto and San Jose

as these cities will be the responsible agencies under CEQA. Also, pertinent environmental investigations have been completed at the San Jose site. Meanwhile, following the execution of a short-term access agreement for the Palo Alto site (at the Former Los Altos Treatment Plant) in May, similar activities will be conducted at the Palo Alto site including delineation of the existing wetlands.

Procurement: Valley Water held an Industry Day to provide an overview of the project to interested potential private partners on March 30, 2021. The project is receiving strong attention by potential firms both domestically and from overseas. A Request for Qualifications was released on April 30 to shortlist P3 entities.

Technical Analyses: Following the completion of the environmental investigations, geotechnical field investigations at the potential site of the future advanced water purification facility (AWPF) in San Jose were completed in April. Currently similar field investigations at the Palo Alto site are scheduled for May. In addition, staff is pursuing the preliminary geotechnical investigations along the pipeline alignment from both the sites in Palo Alto and San Jose, to the Los Gatos Recharge System in the City of Campbell. The results of these investigations will be included in the P3 Request for Proposal planned for release later this fall. Outreach to cities along the conveyance route is planned.

Land Lease: Palo Alto staff provided draft lease terms to Valley Water during April 2021 and staff from both agencies met in May 2021.

Reverse Osmosis Concentrate Management: Palo Alto and Valley Water met several times since March 2021 to discuss the management of the Reverse Osmosis Concentrate (ROC) from the future AWPF. Staff from both agencies discussed additional technical analysis requested by Palo Alto, timeline and strategy to meet with the Regional Water Quality Control Board (Regional Board) to propose the ROC management plan for the future AWPF.

The plan would focus on using the existing Regional Water Quality Control Plant outfall and associated discharge permit known as NPDES permit. In addition, Palo Alto expressed concerns about risk allocation for their existing discharge permit with the Regional Board. This is an important issue and will be addressed by Valley Water based on mutual agreed upon terms.

Outreach: Palo Alto and Valley Water staff are meeting regularly to collaborate on outreach related to this project. Staff conducted virtual tours of the Silicon Valley Advanced Water Purification Center for two stakeholder groups in Palo Alto: Oshman Family Jewish Community Center and the Palo Alto Fellowship Forum. Staff will begin reaching out to other key stakeholder groups including faith-based organizations, neighborhood associations and environmental groups. Palo Alto staff will liaison to coordinate a meeting with key environmental organizations located in the Peninsula Conservation Center, which is in close proximity to the former Los Altos Treatment Plant, a proposed site for the new purification facility.

The Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) discussed the following: suggested outreach organizations in Mountain View (Carbon Free Mountain View and Mountain View Coalition for Sustainable Planning), wetlands have been delineated, risk allocation defined, schedule, check presentation event on June 18th at 9:00 a.m., and drought emergency.

Ms. Karin North and Director Tony Estremera were available to answer questions.

The Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) took no action.

4.2 DISCUSS SOUTH SAN FRANCISCO BAY SHORELINE PHASE II FEASIBILITY STUDY

Ms. Rechelle Blank reviewed the materials as outlined in the agenda item.

Summary from Agenda Memo:

Staff plans to provide the Committee information about the Shoreline Phase II Feasibility Study (Study).

This Study is a partnership with the U.S. Army Corps of Engineers (USACE), California State Coastal Conservancy, and regional stakeholders to provide tidal flood protection, restore and enhance tidal marsh and related habitats, and provide recreational and public access opportunities.

The Study focuses on Economic Impact Area's 1-4, from San Francisquito Creek in Palo Alto to Permanente Creek in Mountain View.

The Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) discussed the following: San Mateo-Safer Bay project, cost share-percentages of construction, Charleston Slough. A1/A2W Restoration projects, salt ponds and levees, noted that these type of projects began approximately 15 years ago to emphasize habitat restoration but also vital for sea level rise and flood protection.

Ms. Lisa Au gave an update on the Ponds A1 and A2W managed by the California State Coastal Conservancy (CSCC). Started with eastern pond in Mountain View is A2W. CSCC will be hauling in soil this summer after receiving excavation permit. Also, CSCC is near completion of the design plans, once final, they will go out to bid to hire contractor to start South Bay Salt Pond Restoration Project A2W. Mountain View is continuing to work on design of A1, along with Coast Casey Levee, coordination with the Charleston Slough and Palo Alto subbasin.

The Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) took no action.

If you have any questions or concerns, you may contact me at, gbrambill@valleywater.org or 1.408.630.2408.

Thank you.

Glenna Brambill, Management Analyst II,
Board Committee Liaison
Office of the Clerk of the Board

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06/22/2021



MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Nai Hsueh,
BPPC Chair

SUBJECT: Board Policy and Planning Committee
(BPPC) June 7, 2021 Meeting Summary

DATE: June 22, 2021

This memorandum summarizes agenda items from the regular meeting of the Board Policy and Planning Committee (BPPC) held on June 7, 2021.

REVIEW OF BOARD GOVERNANCE POLICY ENDS-3 (E-3).

A brainstorming session was conducted on proposed revisions to Board Governance Policy Ends-3 (E-3). The BPPC provided the following input:

That Social Justice language is included in the Ends-1 (E-1) policy and is integrating in all work performed so it doesn't need to be included in this section. Ensure that work is not compartmentalized.

Agreed that it's necessary to look at flood risk in a more holistic way and focus on life and health risks when prioritizing flood risk actions.

Supported identifying a minimal level of risk reduction as an interim level of service before designing any new higher-level flood protection projects; identifying priorities, i.e., capturing external funding sources or equitable treatment for all communities; and ensuring level of service language is consistent with what was committed to in the Safe, Clean Water Program. Additionally, it was suggested that staff consider a level of service identifying a ten to 15-year Board visions/goal which identifies a percentage of parcels to remove from floodplain.

Supported structuring the policy framework in the same layout as the One Water program and connecting the level of service to the same framework. Language should convey concept that project maintenance is a higher priority than building new projects. Ensure to document the need to finalizing all Emergency Action Plans.

Aesthetics considerations are included in Ends-1 (E-1) policy so it doesn't need to be included in this section.

Environmental Stewardship guidance is reflected under Ends-4 (E-4) policy (to be reviewed by the Board) so it doesn't need to be included in this section. Natural flood protection language should be revised since all the work we do is considered and labeled as such.

The BPPC requested that Staff incorporate comments, create draft policies, and return to the BPPC in August.

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06/22/2021



MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Board Audit Committee

SUBJECT: 06/16/2021 Board Audit Committee
Meeting Summary.

DATE: June 22, 2021

This memorandum summarizes the Board Audit Committee (Committee) meeting held on Wednesday, June 16, 2021, at 2:00 p.m., where the following work plan Items were discussed:

ACTION ITEMS:

4.1 Discuss Options for 2021 Annual Audit Training and Select a Topic for Training.

Recommendation: A. Discuss Options for 2021 Annual Audit Training; and
B. Select a Topic for Training.

Mr. Darin Taylor, Chief Financial Officer, reviewed the information on this item, per the attached Committee Agenda Memo.

The Committee noted the information without formal action, and made the following requests of staff:

- The Committee selected Grants Management Administration Requirements as the topic for the 2021 Annual Audit Training;
- The Committee requested that TAP International, Inc., (TAP) prepare the presentation; and
- The Committee requested that staff schedule a Special Committee meeting through the Board Scheduler.

4.2 Review and Discuss the 2021 Board Audit Committee Work Plan.

Recommendation: Review and discuss topics of interest raised at prior Board Audit Committee (BAC) Meetings and make any necessary adjustments to the BAC Work Plan.

Mr. Taylor reviewed the information on this item, per the attached Committee Agenda Memo, and per the information contained in Attachment 1.

The Committee noted the information without formal action, and noted the following:

- Attachment 1, Page 3, Line No. 23, *Review the Contract Change Order Audit Report* has been moved to the August 18, 2021, Committee meeting; and
- Attachment 1, Page 3, Line No. 28, *Review of the Grants Management Audit Draft Report Presentation* has been scheduled for the September 15, 2021, Committee meeting;

4.3 Discuss and Approve an Updates to the Annual Audit Work Plan.

Recommendation: Discuss and approve any updates to recommend to the Board, if necessary.

Mr. Taylor and Ms. Denise Callahan, TAP, reviewed the information on this item, per the attached Board Agenda Memo.

The Committee noted the information without formal action.

INFORMATION ITEMS:

5.1 Receive an Update on the Status of the Pacheco Reservoir Expansion Fact-Finding Investigation.

Recommendation: Receive an update on the status of the Pacheco Reservoir Expansion fact-finding investigation.

Mr. Brian Hopper, Senior Assistant District Counsel, reviewed the information on this item, per the attached Board Agenda Memo.

The Committee noted the information without formal action, and requested the following:

- Mr. Hopper informed the Committee that the legal firm, Jackson Lewis P.C., will be presenting their Fact-Finding Investigation at the July 21, 2021, Committee meeting; and
- The Committee requested that staff relay to the legal firm a request to interview members of the Water Storage Exploratory Committee, and the San Benito Water District.

5.2 Receive an Update on the 2021 Risk Assessment.

Recommendation: Receive an update on the 2021 Risk Assessment.

Ms. Callahan reviewed the information on this item, per the attached Board Agenda Memo.

The Committee noted the information, without formal action.

5.3 Discuss the Fiscal Year 2020-21 Financial Audit.

Recommendation: Receive and discuss information regarding the Statement of Auditing Standards (SAS) 114 as it relates to the upcoming Fiscal Year 2020-21 financial audit, presented by Maze and Associates.

Mr. David Alvey, Maze and Associates, reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachment 1.

The Committee noted the information, without formal action, and made the following requests of staff:

- TAP to provide Community Projects Review Unit (CPRU) Performance Audit with Mr. Alvey.
- District Counsel to investigate and come back to the Committee with alternatives by which the Auditor can communicate the exit conference with the Committee, during a Committee meeting, without staff present, and without violating the Brown Act.

Board member comments and suggestions can be forwarded to Mr. Max Overland, Assistant Deputy Clerk at (408) 630-2749 or by email to moverland@valleywater.org.

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Santa Clara Valley Water District Water Conservation and Demand Management Committee

Teleconference-via Zoom

Join Zoom Meeting

<https://valleywater.zoom.us/j/92597340524>

SPECIAL MEETING AGENDA

**Monday, June 21, 2021
11:00 AM**

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

BOARD REPRESENTATIVES:
Director Nai Hsueh, Committee Vice
Chair
Director Barbara Keegan
Director Linda J. LeZotte, Committee
Chair

During the COVID-19 restrictions, 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, or through a link in the Zoom Chat Section during the respective meeting. 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) 265-2600.

Mr. Vincent Gin
(Staff Liaison)

Ms. Glenna Brambill, (COB
Liaison)
Management Analyst II
gbrambill@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 Conservation and Demand Management Committee
SPECIAL MEETING
AGENDA

Monday, June 21, 2021

11:00 AM

Teleconference-via Zoom

IMPORTANT NOTICES

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by members of the Committee, staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Members of the public wishing to address the Committee during a video conferenced meeting on an item not listed on the agenda, or any item listed on the agenda, should use the "Raise Hand" tool located in Zoom meeting link listed on the agenda. Speakers will be acknowledged by the Committee Chair in the order requests are received and granted speaking access to address the Committee.

Santa Clara Valley Water District (Valley Water) in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Committee meetings to please contact the Clerk of the Board's office at (408) 630-2711, at least 3 business days before the scheduled meeting to ensure that Valley Water may assist you.

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/j/92597340524>

Dial by your location
+1 669 900 9128 US (San Jose)
Meeting ID: 925 9734 0524

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 Minutes.

[21-0690](#)

Recommendation: Approve the May 10, 2021, Meeting Minutes

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 05102021 WCaDM Comm DRAFT Mins](#)

Est. Staff Time: 5 Minutes

4. ACTION ITEMS:

- 4.1. Update on Water Conservation Programs and Activities following the Board's Adoption of a Resolution Declaring a Water Shortage Emergency Condition Calling for Water Use Restrictions and Urging the County of Santa Clara to Proclaim a Local Emergency. [21-0691](#)

Recommendation: A. Receive and Discuss Information on Water Conservation Programs and Activities following the Board's Adoption of a Resolution Declaring a Water Shortage Emergency Condition Calling for Water Use Restrictions and Urging the County of Santa Clara to Proclaim a Local Emergency; and
 B. Discuss regular meetings of the committee to continue monitoring water conservation actions and provide direction.

Manager: Kirsten Struve, 408-630-3138

Attachments: [Attachment 1: Resolution 21-68](#)

Est. Staff Time: 45 Minutes

- 4.2. Review Water Conservation and Demand Management Committee Work Plan, the Outcomes of Board Action of Committee Requests; and the Committee's Next Meeting Agenda. [21-0692](#)

Recommendation: Review the Committee work plan to guide the committee's discussions regarding policy alternatives and implications for Board deliberation.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: WCaDMC Work Plan](#)
 [Attachment 2: Draft Work Plan Discussion](#)

Est. Staff Time: 15 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 Meeting, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.



Santa Clara Valley Water District Redistricting Advisory Committee Meeting

Teleconference Zoom Meeting

Join Zoom Meeting:

<https://valleywater.zoom.us/j/82398761452>

TRAINING MEETING AGENDA

**Wednesday, June 23, 2021
6:00 PM**

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

REDISTRICTING ADVISORY COMMITTEE

During the COVID-19 restrictions, 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, or through a link in the Zoom Chat Section during the respective meeting. 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) 265-2600.

Mr. Don Rocha (Staff Liaison)
Deputy Administrative
Officer

Ms. Glenna Brambill
(COBLiaison)
Management Analyst II
gbrambill@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
Redistricting Advisory Committee
TRAINING MEETING
AGENDA**

Wednesday, June 23, 2021

6:00 PM

Teleconference Zoom Meeting

IMPORTANT NOTICES

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by members of the Committee, staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Members of the public wishing to address the Committee during a video conferenced meeting on an item not listed on the agenda, or any item listed on the agenda, should use the "Raise Hand" tool located in Zoom meeting link listed on the agenda. Speakers will be acknowledged by the Committee Chair in the order requests are received and granted speaking access to address the Committee.

Santa Clara Valley Water District (Valley Water) in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Committee meetings to please contact the Clerk of the Board's office at (408) 630-2711, at least 3 business days before the scheduled meeting to ensure that Valley Water may assist you.

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/j/82398761452>

Dial by your location
+1 669 900 9128 US (San Jose)
Meeting ID: 823 9876 1452

1. CALL TO ORDER:

1.1. Roll Call.

2. INTRODUCTIONS

3. APPROVAL OF MINUTES:

3.1. Approval of Meeting Minutes.

[21-0519](#)

Recommendation: Approve the April 20, 2021, Meeting Minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 04202021 RAC DRAFT Mins](#)

Est. Staff Time: 5 Minutes

4. ACTION ITEMS:

4.1. Election of Chair and Vice Chair

4.2. Redistricting Advisory Committee Training Session #1.

[21-0520](#)

Recommendation: That the Redistricting Advisory Committee (RAC) receive background information on several topics related to the RAC's charge to review 2020 census data and recommend adjustments in district boundaries, if needed, to the Board of Directors.

Manager: Don Rocha, 408-630-2338

Attachments: [Attachment 1: PowerPoint](#)
[Attachment 2: Redistricting Manual 2021](#)

Est. Staff Time: 60 Minutes

4.3. Next Meeting and Agenda Items.

[21-0521](#)

Recommendation: Discuss and confirm next meeting date and agenda items.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: Schedule](#)

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

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6. 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.

7. ADJOURN:

7.1. Adjourn



Santa Clara Valley Water District Recycled Water Committee Meeting

Join Zoom Meeting:
<https://valleywater.zoom.us/j/99518153521>
Join by Phone:
1 (669) 900-9128, 99518153521#

RECYCLED WATER COMMITTEE REGULAR MEETING AGENDA

**Wednesday, June 23, 2021
12:00 PM**

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

RECYCLED WATER COMMITTEE

Tony Estremera - District 6, Chair
Gary Kremen - District 7, Vice Chair
Richard Santos - District 3

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KIRSTEN STRUVE
Committee Liaison

EVA SANS
Assistant Deputy Clerk II
Office/Clerk of the Board
(408) 265-2306
esans@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
Recycled Water Committee
RECYCLED WATER COMMITTEE REGULAR MEETING
AGENDA

Wednesday, June 23, 2021

12:00 PM

Teleconference

IMPORTANT NOTICES

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by members of the Committee, staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

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Join Zoom Meeting:
<https://valleywater.zoom.us/j/99518153521>
Meeting ID: 995 181 53521
Join by Phone:
1 (669) 900-9128, 99518153521#

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 Minutes.

[21-0655](#)

Recommendation: Approve the minutes of the May 26, 2021 meeting.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 052621 RWC Minutes](#)

4. ACTION ITEMS:

- 4.1. Update on the Purified Water Program including Public-Private Partnership (P3) and Countywide Water Reuse Master Plan (CoRe Plan). [21-0647](#)

Recommendation: A. Receive information on the status, findings, and next steps for the Countywide Water Reuse Master Plan, and
 B. Recommend presentation of the Final CoRe Plan to the Board of Directors.
 C. Receive information on the status of the Purified Water Project, including partnerships with Cities of San Jose and Palo Alto

Manager: Kirsten Struve, 408-630-3138

Attachments: [Attachment 1: PowerPoint](#)
 [Attachment 2: Draft CoRe Plan](#)
 [Attachment 3: Draft CoRe Plan Appendices](#)

- 4.2. Update on Bottling Purified Demonstration Water. [21-0650](#)

Recommendation: Receive information and provide feedback.

Manager: Kirsten Struve, 408-630-3138

- 4.3. Update on Urban Runoff Study with Stanford University. [21-0652](#)

Recommendation: Receive information and provide feedback.

Manager: Kirsten Struve, 408-630-3138

Attachments: [Attachment 1: PowerPoint](#)

- 4.4. Discuss the 2021 Recycled Water Committee Work Plan, Upcoming Discussion Items, and Next Meeting Date. [21-0654](#)

Recommendation: Accept the updated 2021 Recycled Water Committee Work Plan and provide feedback on upcoming discussion items and meeting schedule.

Manager: Michele King, 408-630-2557

Attachments: [Attachment 1: 2021 Work Plan](#)
 [Attachment 2: Updated 2021 Work Plan](#)

5. INFORMATION ITEMS:

None.

6. ADJOURN:

- 6.1. Adjourn to Regular Meeting at 12:00 p.m., on July 28, 2021, to be called to order in compliance with the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20.



Santa Clara Valley Water District

File No.: 21-0625

Agenda Date: 6/22/2021

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Report of Bids Received and Award of Construction Contract to NTK Construction, Inc. for the Rinconada Water Treatment Plant Interim Site Restoration Project, Project No. 93294057, Contract No. C0670 (Los Gatos), (District 7).

RECOMMENDATION:

- A. Ratify Addenda Nos. 1 and 2 to the Contract Documents for the Rinconada Water Treatment Plant Interim Site Restoration Project;
- B. Award the Construction Contract to NTK Construction, Inc. in the sum of \$2,271,660; and
- C. Approve a contingency sum of \$341,000 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

SUMMARY:

The Rinconada Water Treatment Plant (RWTP) Interim Site Restoration Project (Project) will complete work that is important to daily plant operations and which was not finished as part of Santa Clara Valley Water District's (Valley Water) previous RWTP Reliability Improvement Project (Reliability Project). This new Project scope was collaboratively developed by Valley Water staff in the Capital, Maintenance, and Operations Units.

The successful completion of this Project will support both the current and future phases of work. Major items of work include paving, grading, drainage, and stabilization of disturbed areas to restore road and slope surfaces which will prevent erosion and sediment transport. The work also includes installation of drainage infrastructure and removal of temporary sump pumps, and other miscellaneous mechanical work associated with process pumps and piping.

Project Background

The RWTP was completed in 1967 and is Valley Water's second largest plant. RWTP has the capacity to deliver up to 80 million gallons of water each day to retailers who then supply residential and commercial users. The RWTP draws water from the South Bay Aqueduct, the San Luis Reservoir, as well as the Anderson and Calero Reservoirs.

On May 26, 2015, the Board awarded a construction contract (Contract) to Balfour Beatty Infrastructure, Inc. (BBII) for the Reliability Project to upgrade the plant to improve reliability while meeting stringent standards for water quality, seismic stability, and safety issues. The work was divided into six phases to allow RWTP to remain online throughout construction.

An amendment to the Contract reduced the scope of work, resulting in BBII completing Phases 1 and 2 of the Reliability Project, and eliminating most of Phases 3, 4, 5, and 6. Completion of the remaining phases cannot immediately resume, as to do so will require repackaging of the plans and specifications to reflect the current status of the work. This Project was initiated to address select outstanding items that are important to the daily operations at RWTP.

Addenda Ratification

Two addenda (Attachment 1) were issued during the bid period to clarify the Project Contract Documents. Staff recommends that the Board ratify the addenda to formally incorporate the changes into the Project Contract Documents.

Contract Award

A report of bids received at the bid opening for the Project on May 19, 2021 is summarized in Table 1. The apparent low bid was submitted by NTK Construction, Inc. and is 29% below the Engineer's estimate of \$3,182,728.

Staff reviewed the bid proposal and recommends that the construction contract for the Project be awarded to NTK Construction, Inc. for the following reasons:

1. All bid entries and requirements in the proposal submitted by NTK Construction, Inc. are in order;
2. NTK Construction, Inc.'s license is current, active, and in good standing;
3. NTK Construction, Inc. is in compliance with the requirements of the California Labor Code §1771.1 because they and their subcontractors are registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Section 1725.5 of the Labor Code.

TABLE 1 Bid Summary

Contractor, Location	Bid Price	Award Amount
NTK Construction, Inc., San Francisco	\$2,271,660	\$2,271,660
Ranger Pipelines, Inc., San Francisco	\$2,796,511	
JMB Construction, South San Francisco	\$3,186,700	

Anderson Pacific Engineering Santa Clara	\$3,298,186	
Teichert Construction, Sacra	\$3,528,560	
Engineer's Estimate: \$3,182,728		

Staff recommends the Board award the contract to NTK Construction, Inc. as the responsible bidder, submitting the lowest responsive bid.

Contingency Funds

The proposed Contract award sum for the Project is \$2,271,660. 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 \$341,000, which amounts to 15% of the lowest bid price.

The contingency amount was estimated due to the known and unknown risks, such as:

1. Unforeseen conditions that result in changes that will need to be resolved during the shutdown of Rinconada Water Treatment Plant unit processes;
2. Concealed conditions and field conditions that may be different from the baseline and as-built information used in preparation of the Project Contract Documents;
3. Differing site conditions;
4. Unanticipated variances in quantities and cost of various lump sum items estimated in the Bid Proposal;
5. Coordination issues and risks associated with weather conditions; and
6. Coordination issues with operations and maintenance activities.

Approval of individual change orders for the Project will be subject to approval at the following designated amounts:

Engineering Unit Manager:	\$100,000
Deputy Operating Officer:	\$250,000
CEO:	Up to the Total Amount of the Contingency

Previous Board Actions Related to this Project

On January 27, 2015, the Board certified the Rinconada Water Treatment Plant Reliability

Improvement Project Final Environmental Impact Report (EIR); adopted the Mitigation; Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations; held a Public Hearing on the Engineer's Report; adopted a Resolution approving the Engineer's Report; and approved the Project.

On May 26, 2015, the Board approved the construction contract award to Balfour Beatty Infrastructure, Inc. as the responsible bidder submitting the lowest responsive bid.

On March 10, 2020, the Board approved Amendment No. One to the Reliability Project's Construction contract with Balfour Beatty Infrastructure, Inc., reducing their scope of work.

On January 12, 2021, the Board approved the Notice of Completion for the Reliability Project, thus accepting the work performed through Phase 2 on the Rinconada Water Treatment Plant Reliability Improvement Project, Project No. 93294057, Contract No. C0601, as complete.

On April 13, 2021, the Board adopted plans and specifications and authorized advertisement for bids for the Project.

Public Outreach

Various approaches will be utilized to notify the neighborhood adjacent to the Rinconada Water Treatment Plant about the RWTP Interim Site Restoration Project before construction begins. Social media channels such as Nextdoor and Facebook will update residents about the work. Mailers will also be developed for distribution before construction starts and ongoing updates will be posted on Valley Water's Rinconada Water Treatment Plant's web page. A public meeting in the neighborhood is being planned to take place prior to commencement of construction.

Permits

No additional permits are required for this Project.

Outreach to Bidders

As part of Valley Water's customary small and local business outreach, the Notice to Bidders was sent to certified Small Business Contractors, Chambers of Commerce, plan rooms/Builder Exchanges, the Building Construction & Trades Council and staff used Valley Water's own Master Contractor Database.

Next Steps

If the Board awards the contract as recommended, Staff will proceed with administering the Project construction, which is anticipated to begin in July 2021 and be completed by March 2022.

FINANCIAL IMPACT:

The Rinconada Water Treatment Plant Reliability Improvement Project is included in the Five-Year 2022-26 Capital Improvement Program (CIP) and in the Board-adopted FY 2020-21 Budget. The total cost for the proposed construction contract, including the change order contingency sum of \$341,000, is \$2,612,660, which does not change the overall total Project cost reflected in the Five-Year 2022-26 CIP. There is sufficient funding in the Fiscal Year 2020-21 Budget to encumber these funds. The Project is funded by the Water Utility Enterprise Fund (Fund 61).

CEQA:

On January 27, 2015, the Board made findings and certified the Final Environmental Impact Report (EIR) for the Rinconada Water Treatment Plant Reliability Improvement Project (Resolution 15-09). Staff's recommendation for today's Board item entails an activity that was included in the Final EIR's project description; there are no circumstances triggering the need for preparation of a subsequent environmental document.

ATTACHMENTS:

Attachment 1: Addenda Nos. 1 and 2
Attachment 2: Project Delivery Process Chart
Attachment 3: Location Map

UNCLASSIFIED MANAGER:

Heath McMahon, 408-630-3126



CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

Santa Clara Valley Water District
Notification of this Addendum is transmitted via email to all current plan holders.
This Addendum is posted on the Valley Water website at
<https://www.valleywater.org/construction>

May 6, 2021

ADDENDUM NO. 1
TO CONTRACT DOCUMENTS FOR THE
RINCONADA WATER TREATMENT PLANT (RWTP)
INTERIM SITE RESTORATION PROJECT
Project No. 93294057 Contract No. C0670

Notice is hereby given to Prospective Bidder that the Contract Documents are modified as hereinafter set forth.

BID DOCUMENTS

BID FORM

1. **REPLACE** Bid Form No. 7 with ATTACHMENT NO. 1 – **REVISED BID FORM NO. 7 – BIDDER'S GENERAL INFORMATION (PAGE 3 OF 3).**

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

Section 12 – Work and Contract Time(s)

2. **REPLACE** Paragraph C.1 in Article 12.03 Contract Time(s) with the following:
“1. Milestone 1 – drainage infrastructure – complete within **150 130** days from NTP”

Section 19 - Environmental

3. **REPLACE** Paragraph A. No Special Requirements in Article 19.01.01 SWPPP with the following:
“A. The Contractor shall amend the current SWPPP to cover all items necessary for the Contractor's proper execution and completion of the Work. The Contractor shall be solely responsible for implementing the

amended SWPPP throughout the entire plant site, including portions of the site outside the area of Work.”

TECHNICAL PROVISIONS

Section 11217 – Submersible Sump Pumps

4. **REPLACE** Paragraph A in Article 3.02. INSTALLATION with the following:

“A. Sump Pumps are on-hand and raceways are installed. Contractor work to include installation of sump pumps in the vault. Extend raceways and wires to make the final connection to complete installation of the sump pumps. Sump Pump connections include power, signal, and control. Refer to Reference **Drawings for additional information**. Sump Pumps are monitored via SCADA. Contractor work shall also include **final termination of wires at the local control panels**. ~~(I/O cabinets), programming, and graphic screen updates. Sump pumps shall also be shown in the PLC, SCADA, LDV, and Blue Beacon screens. Screens shall be set up to follow other existing graphic screens. Sump pump alarms shall also be included in WIN 911 pager system and the Historian. SCADA related work shall be performed by the an integrator familiar with District SCADA Standards. Contractor shall assist District in integrating sump pumps into PLC, SCADA, LDV, and Blue Beacon Systems. Acceptable integrator low voltage contractor includes TSI, Telstar Instruments, or equal.~~”

APPENDICES

Appendix A – Agreement

5. **REPLACE** Article III: Completion of Contract with the following:

“It is hereby agreed that the work called for under this Contract, in all its parts and requirements, shall be completed before the expiration of **210** ~~160~~ calendar days from the First Chargeable Day of the Contract as stated on the Notice to Begin Work unless the time for completion is extended, as allowed by the Specifications.”

CONSTRUCTION MAP AND PLAN

DRAWINGS

6. **REPLACE** Contract Number C6070 to **C0670** on Sheet G-1.
7. **ADD** a Note 15 on Sheet G-3 as follows:

“15. **FOR CCTV AND CLEANING, THE APPROXIMATE PIPE LENGTHS ARE AS FOLLOWS, ACCORDING TO PIPE DIAMETER:**

- a) **8” – 92 LF**
- b) **12” – 1,025 LF**
- c) **15” – 655 LF**
- d) **18” – 55 LF**
- e) **24” – 40 LF”**

8. **REPLACE** Note 2 on Sheet C-3 to as follows:

“2. SUMP PUMP TO REMAIN. **DISCONNECT EXISTING TEMPORARY CIRCUIT CONNECTIONS BACK TO THE SOURCE PANEL. DEMO EXISTING TEMPORARY ABOVE GROUND PVC RACEWAYS. CONTRACTOR SHALL INSTALL PERMANENT POWER CONNECTION TO RESUPPLY THE SUMP PUMP. INTERCEPT EXISTING RIGID CONDUITS IN THE VICINITY OF THE ELECTRICAL SUBSTATION STRUCTURE EXTERIOR LOCATED IN SHEET C-4, GRIDLINE A2.5/2.7 AND EXTEND TO SUMP PUMP LOCATION. NEW CONDUITS SHALL BE BURIED UNDERGROUND AT LEAST 18 INCHES BELOW GRADE. CONTRACTOR MAY USE EXISTING CIRCUIT BREAKER AND PULL NEW WIRES. USE PVC CONDUITS UNDERGROUND AND RIGID WHERE EXPOSED. USE ¾” C – 2#10 + #10 G, AWG, XHHW-2, MINIMUM. PROVIDE OUTDOOR RATED OUTLET IN A WEATHERPROOF BACKBOX WITH WHILE-IN-USE COVER AS THE POWER CONNECTION FOR THE SUMP PUMP. DISTANCE FROM SUMP PUMP TO ELECTRICAL PANEL IS 350 FEET.**”

9. **REPLACE** Note 4 on Sheet C-4 with as follows:

“4. SUMP PUMP TO BE DEMOLISHED. RETURN PUMP AND ACCESSORIES TO THE DISTRICT. ~~DISCONNECT POWER, WIRES, AND RACEWAYS BACK TO NEAREST JUNCTION BOX. CAP AND SAFE OFF CIRCUIT.~~ **DISCONNECT TEMPORARY POWER CONNECTION TO SUMP PUMP. DEMO WIRES BACK TO THE SOURCE PANEL. DEMO ABOVE GROUND CONDUITS BACK TO THE NEAREST JUNCTION BOX. SEE NOTE 15 ON SHEET G-3 FOR ADDITIONAL STORM DRAIN WORK AND THE EXTENT OF EXISTING STORM DRAIN INSTALLATION.**”

10. **ADD** a Note 5 to Sheet C-4 as follows:

“5. **SURVEY IDENTIFIED THE TWO ELECTRICAL VAULTS REQUIRING NEW COVERS TO HAVE DIMENSIONS OF 3.4' x 2.8'. CONTRACTOR SHALL VERIFY IN FIELD THE EXACT COVER DIMENSIONS. CONTRACTOR SHALL SUBMIT PRODUCT DATA FOR ENGINEER APPROVAL.**”

11. **ADD** to Note callout located at Gridline E/3 of Sheet C-4 as follows:

“**INSTALL TEMP AC PAVEMENT (SEE NOTE 2)**”

12. **ADD** to Note callout located at Gridline G/3 of Sheet C-4 as follows:

“**REPLACE ELECTRICAL BOX COVERS WITH TRAFFIC RATED COVERS. SUBMIT PRODUCT DATA FOR ENGINEER APPROVAL. (SEE NOTE 5)**”

13. **ADD** a Note 1 to Sheet C-7 as follows:

“1. **CONTRACTOR ACCESS TO STAGING AREA SHALL BE VIA LOWER MORE AVENUE GATE. ACCESS TO SITE AND STAGING AREA THROUGH GRANADA WAY GATE IS NOT ALLOWED.**”

14. **ADD** a Note 6 to Sheet MD-2 Detail 1, Leak Detection Vault #4, as follows:
“6. SOURCE POWER AND CONTROL TO LEAK DETECTION VAULT #4 IS FROM EXISTING MOTOR CONTROL CENTER MCC-44B AND EXISTING CONTROL PANEL RWWRFCP71. THEY ARE LOCATED IN THE WASHWATER RECOVERY FACILITY VICINITY ON SHEET C-5 AT GRIDLINE B/2.”
15. **ADD** a Note 7 to Sheet MD-2 Detail 1, Leak Detection Vault #4, as follows:
“7. EXISTING LOCAL CONTROL PANEL (RLDVCP400) FOR SUMP PUMP IS LOCATED ABOVE GROUND, APPROXIMATELY 10 FEET FROM THE VAULT.”
16. **ADD** a Note 4 to Sheet MD-2 Detail 2, Leak Detection Vault #3, as follows:
“4. SOURCE POWER AND CONTROL TO LEAK DETECTION VAULT #3 IS FROM EXISTING MOTOR CONTROL CENTER MCC-42B AND EXISTING CONTROL PANEL REEP4ACP740. MCC-42 IS LOCATED INSIDE THE OZONE CONTACTOR STRUCTURE ON SHEET C-2 AT GRIDLINE E.5/3.4. REEP4ACP740 IS LOCATED INSIDE THE ELECTRICAL ENCLOSURE ON SHEET C-2 AT GRIDLINE F/3.5.”
17. **ADD** a Note 5 to Sheet MD-2 Detail 2, Leak Detection Vault #3, as follows:
“5. EXISTING LOCAL CONTROL PANEL (RLDVCP300) TO SUMP PUMP IS LOCATED ABOVE GROUND, APPROXIMATELY 15 FEET FROM THE VAULT.”
18. **REPLACE** Note 3 on Sheet MD-2 Detail 3, Sump Pump in Leakage Detection Vault, in its entirety with as follows:
“3. SUMP PUMP, LEVEL SWITCHES, AND LIFTING CABLES TO BE PROVIDED BY THE DISTRICT. CONTRACTOR SHALL INSTALL AND MOUNT THE PUMP IN THE VAULT SUMP AREA. CONTRACTOR SHALL INTERCEPT AND EXTEND RACEWAYS WITHIN THE VAULT TO PUMP LOCATION. AND TO THE CONTROL PANELS AS NECESSARY TO COMPLETE THE INSTALLATION. INSTALL, PULL, AND TERMINATE NEW POWER, CONTROL, AND SIGNAL WIRES FROM LOCAL CONTROL PANEL TO SUMP PUMP. VERIFY SOURCE ELECTRICAL POWER AND CONTROL FROM MCC AND ELECTRICAL PANELS, CONTROL PANELS, S, AND NEAREST I/O, PLC, TO COMPLETE THE INSTALLATION, TEST THE PUMP FOR FUNCTIONALITY. CONTRACTOR SHALL ASSIST IN COMMISSIONING. PROGRAMMING INTO THE SCADA SYSTEM WILL BE BY THE DISTRICT.”
19. **ADD** a Note 4 to Sheet MD-2 Detail 3, Sump Pump in Leakage Detection Vault, as follows:
“4. PULL CONDUCTORS AND TERMINATE FROM LOCAL CONTROL PANEL TO SUMP PUMP AND LEVEL SWITCHES. USE PVC WRAPPED RIGID CONDUITS. PROVIDE 3/4" C - 3#10 + #10 G, XHHW-2 TO SUPPLY POWER

TO SUMP PUMP. PROVIDE 2 SETS OF (1" C - 4#14 + #12 G, XHHW-2) TO CONTROL AND MONITOR STATUS OF THE SUMP PUMP."

GENERAL QUESTIONS AND RESPONSES

QUESTION 1: (Date Received: April 22, 2021)

What is the scale of the paving, grading, and drainage plans?

RESPONSE 1:

The scale of all paving, grading, and drainage plans are shown on the Civil ("C") Drawings.

QUESTION 2: (Date Received: April 22, 2021)

What is the Storm Drain Size (Diameter)?

RESPONSE 2:

Storm drain sizes and diameters are provided on Sheet G-3 under this Addendum No. 1.

QUESTION 3: (Date Received: April 22, 2021)

Is the Sump Pump Control Panel existing or will the Contractor be providing?

RESPONSE 3:

Sump Pump Local Control Panels are existing.

QUESTION 4: (Date Received: April 23, 2021)

Can you please list Telstar Instruments as a possible Integrator for this project? See Section 11217-3.02A, end of paragraph.

RESPONSE 4:

Refer to Section 11217 Article 3.02 changes provided under this Addendum No. 1.

QUESTION 5: (Date Received: April 26, 2021)

Drawing MD-2 - Note 3 - Please provide more information as to the electrical work associated with the new sump pump. We need - distance to panels, conduit sizes, and wire quantity and sizes.

RESPONSE 5:

Refer to Sheet MD-2 changes provided under this Addendum No. 1.

QUESTION 6: (Date Received: April 26, 2021)

Drawing C3 - Note 2 - Please provide size and type of cables to assume for bid purposes. Please also provide distance of total wire required back to the panel. Please also provide length of above grade conduit that will need to be replaced.

RESPONSE 6:

Refer to Sheet C-3 changes provided under this Addendum No. 1.

QUESTION 7: (Date Received: April 26, 2021)

Drawing C-4 - Please provide information on existing boxes that need the electrical covers replaced with traffic rated covers. What are the dimensions of the existing boxes?

RESPONSE 7:

Refer to Sheet C-4 changes provided under this Addendum No. 1.


QUESTION 8: (Date Received: April 29, 2021)

Will the District be providing CAD files? The design data is lacking for an accurate takeoff.

RESPONSE 8:

No, CAD files will not be provided.

THIS ADDENDUM NO. 1, WHICH CONTAINS SIX (6) PAGES AND ONE (1) ATTACHMENT, IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

09E2E1708C2D418...
Heath McMahon, P.E.
Deputy Operating Officer
Water Utility Capital Division

Date: 5/7/2021

Enclosure(s):

ATTACHMENT NO. 1: **REVISED** BID FORM NO. 7 – BIDDER'S GENERAL INFORMATION
(PAGE 3 OF 3)

ATTACHMENT NO. 1

Bid Form No. 7 - Bidder's General
Information (Page 3 of 3)



PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: _____

- B. Name of project: _____
- C. Location of project: _____
- D. Brief description of the work involved: _____

- E. Contract amount: _____
- F. Claims amount: _____
- G. Liquidated damages assessed: _____
- H. Date of completion of contract: _____
- I. Name, address, and telephone number of design firm's architect or engineer:

- J. Name of owner's project manager: _____
- K. Declaration of Default (Yes or No): _____
- L. Litigation on questions of project performance: _____
- M. Determination of failure to pay prevailing wages or other state and/or federally required taxes or contributions: _____

- N. Citations by federal OSHA or CAL OSHA: _____

District reserves the right to verify the above information.

SIGNATURE BLOCK (Signature Block must be completed in <i>ink</i> and changes must be <i>initialed</i>.)	
Bidder's Signature:	Date:
Bidder's Name and Title (Print):	



CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 265-2600
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

Santa Clara Valley Water District
Notification of this Addendum is transmitted via email to all current plan holders.
This Addendum is posted on the Valley Water website at
<https://www.valleywater.org/construction>

May 12, 2021

ADDENDUM NO. 2
TO CONTRACT DOCUMENTS FOR THE
RINCONADA WATER TREATMENT PLANT (RWTP)
INTERIM SITE RESTORATION PROJECT
Project No. 93294057 Contract No. C0670

Notice is hereby given to Prospective Bidder that the Contract Documents are modified as hereinafter set forth.

GENERAL QUESTIONS AND RESPONSES

QUESTION 9: (Date Received: May 6, 2021)

Looking through the specs i did not find a spec section for the cobblestone mulch, Can you please send over the specs for the "2" to 4" Cobblestone Mulch".

RESPONSE 9:

Provide cobblestone rock placed on a weed fabric per Note 4 on Sheet C-2. No other specific requirement.

THIS ADDENDUM NO. 2, WHICH CONTAINS ONE (1) PAGE AND NO ATTACHMENT, IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

09E2E1700C2D418...

Date: 5/13/2021

Heath McMahon, P.E.
Deputy Operating Officer
Water Utility Capital Division

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Capital Improvement Program (CIP)

Project Delivery Process*

Board Engagement/Actions



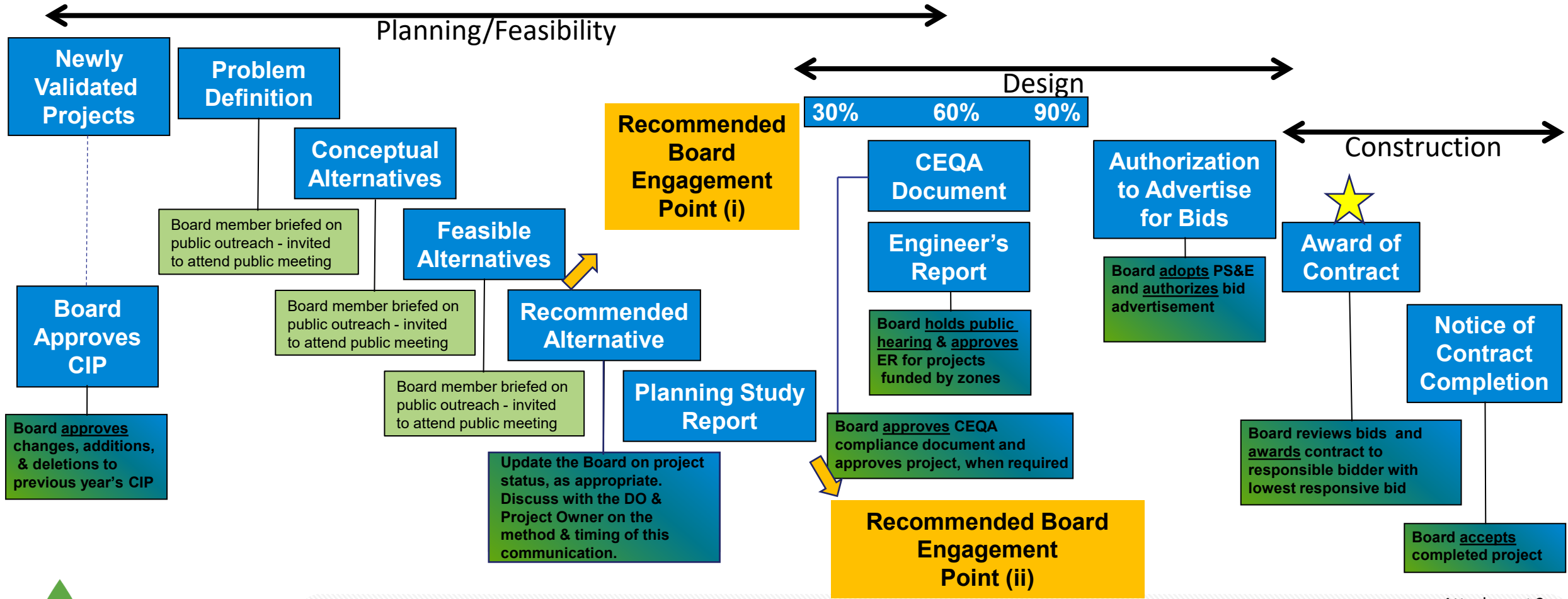
Project Milestones



Board Member Engagement



Board Engagement/Action



* 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.

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Project Location Map

Project Name: Rinconada Water Treatment Plant (RWTP), Interim Site Restoration Project

Project Address: 400 More Ave, Los Gatos, CA 95032

Project No: 93294057



Figure 1: RWTP Interim Site Restoration Project Location Map

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Santa Clara Valley Water District

File No.: 21-0627

Agenda Date: 6/22/2021

Item No.: 7.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Proposed Adjustments and Modifications to the Good Neighbor Program: Encampment Cleanup Project, Project F5 under the Renewed Safe, Clean Water and Natural Flood Protection Program.

RECOMMENDATION:

- A. Review Proposed Text Adjustments and Key Performance Indicator Modifications for Project F5: Good Neighbor Program: Encampment Cleanup under the renewed Safe, Clean Water and Natural Flood Protection Program; and
- B. Consider whether to set a time and place for a public hearing on the proposed modifications to the Project.

SUMMARY:

Background

On November 3, 2020, Santa Clara County voters overwhelmingly approved Measure S, a renewal of Santa Clara Valley Water District's (Valley Water) Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program). Voters first approved a community-focused program to address our waterways and water supply in 2000 as the Clean, Safe Creeks and Natural Flood Protection Plan, then again in 2012 as the Safe, Clean Water and Natural Flood Protection Program.

The renewed Safe, Clean Water Program addresses the following six community priorities:

Priority A: Ensure a Safe, Reliable Water Supply

Priority B: Reduce Toxins, Hazards, and Contaminants in our Waterways

Priority C: Protect Our Water Supply and Dams from Earthquakes and Other Natural Disasters

Priority D: Restore Wildlife Habitat and Provide Open Space

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

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

As outlined in Resolution 20-64 (Attachment 1), which was adopted by the Board on July 21, 2020, to ensure transparency, accountability, and fiscal responsibility, the renewed Safe, Clean Water

Program will continue to be monitored by an independent monitoring committee (IMC), an external citizen oversight committee. Staff is also required to develop 5-year implementation plans for the Program and present those to the IMC for review before submitting those to the Board for approval. The 5-year implementation plans describe the work to be accomplished during the five years to deliver the KPIs and clarify roles and responsibilities for implementing, measuring, monitoring, and directing the projects under the Program.

The renewed Safe, Clean Water Program also requires independent audits every five years, and a change control process, which requires all adjustments be made by the Valley Water Board of Directors (Board) during a public board meeting. Furthermore, modifications to key performance indicators (KPIs) or decisions to not implement a project require a public hearing, which must be publicly noticed. Attachment 2 is the Draft Notice of Public Hearing, which will be advertised per California Government Code § 6066 for the proposed modifications to the Good Neighbor Program: Encampment Cleanup Project.

Good Neighbor Program: Encampment Cleanup Project

The Good Neighbor Program: Encampment Cleanup project (Project F5) under the renewed Safe, Clean Water Program, is a countywide project. The primary objective of the project is to remove trash, debris, and hazardous pollutants generated from encampments near waterways or on Valley Water property. Under the current project, the cleanup of encampments is linked to the removal of structures.

While developing the 5-Year Implementation Plan for Fiscal Years 2022-2026 (FY22-26 5-Year Plan), in response to the changing legal, political and social climate as it relates to encampment sites and homelessness in Santa Clara County, staff has identified the need for text adjustments and modifications to the KPIs for Project F5 under the renewed Safe, Clean Water Program, and related Glossary definitions.

Prior case law made it illegal to persecute unhoused for sleeping on public lands when housing is unavailable. In response to the COVID-19 pandemic, there have been many new restrictions placed on the type of cleanup activities that can be performed in relation to encampments. In turn, it has been challenging to partner with agencies on encampment site cleanups.

Additionally, recent case law has highlighted legal limitations relating to the removal of illegal encampments. Recent cases have cited and relied upon guidance from the Center for Disease Control (CDC) regarding encampments during the COVID-19 pandemic to limit when encampment abatements can proceed. These limitations have curtailed the removal of illegal encampments and displacement of the people living in those encampments for the time being.

In effect, the CDC's COVID-19 pandemic restrictions and the associated legal restrictions on the removal of illegal encampments has currently halted the work of the Good Neighbor Program: Encampment Cleanup project under the 2012 Safe, Clean Water Program.

This has resulted in a buildup of trash, debris, and hazardous pollutants that contribute to contamination of waterways and damage to Valley Water facilities. To address this, Valley Water

needs to be able to perform work, either independently or through ongoing coordination with local cities and agencies, to clean up trash, debris and hazardous pollutants generated by encampments near waterways or on Valley Water property.

Furthermore, through education and increased awareness, staff has recognized that people living in illegal encampments may identify the encampment site as their home and feel a sense of community there. In turn, while these individuals are without a house or lacking a place to live, they prefer not to be referred to as homeless.

To align the renewed Safe, Clean Water Program with these changing conditions, staff is proposing a modification to both KPIs, along with text adjustments to both Glossary definitions and the Project's description and benefits.

The proposed text adjustments and KPI modifications were presented for review and input to the Homeless Encampment Committee (Committee) on April 20, 2021. The Committee, comprised of three Board members, is tasked with discussing homelessness and encampment issues and bringing discussion and recommendations to the Board. The Committee agreed to bring the proposed modifications and text adjustments to the Board and asked that staff work with Committee Chairperson on an alternative terminology for "homeless" or "unhoused."

Staff also presented the proposed adjustments and modifications to Project F5 to the IMC as part its review of the FY22-26 5-Year Plan and the IMC expressed its support of the proposed changes.

In a follow-up discussion with the Homeless Encampment Committee Chair, Richard Santos, the recommendation was not to use a qualifying term before referring to an "encampment," because it is not necessary. Additionally, rather than refer to the "homelessness crisis" in KPI #2, Committee Chair Santos recommended using the term "socio-economic crisis."

Below are the proposed text adjustments and modifications to the Good Neighbor Program: Encampment Cleanup project, Project F5 under the renewed Safe, Clean Water Program. The Board may approve the text adjustments at a regular Board meeting; however, the Board must set the time and place for the public hearing to modify Project F5. If the Board agrees to move forward with considering the proposed modifications, the public hearing can take place at the onset of the renewed Safe, Clean Water Program, which will begin in July 2021. The proposed public hearing date is July 13, 2021, which is the first regularly scheduled Board meeting in July.

Proposed Text Adjustments for Renewed Safe, Clean Water

As per the Safe, Clean Water Program's Change Control Process, staff is recommending the proposed text adjustments as shown below, with removed text shown with strike-through and new text in red font. The text adjustments are not currently incorporated into the FY22-26 5-Year Plan.

Glossary Definition: **Cleanup**

Sections: Appendix I of the FY22-26 5-Year Plan

Justification: Text adjustments to clarify what is considered a cleanup based upon the

changes due to the COVID-19 pandemic and corresponding case law.

Adjusted text: **Cleanup**

The removal of trash and debris **generated** resulting from encampments **or other illegal dumping**; by Valley Water or by Valley Water in **partnership** or coordination with other agencies.

Glossary Definition: **Encampment**

Sections: Appendix I of the FY22-26 5-Year Plan

Justification: Text adjustments to clarify what is considered a cleanup based upon the changes due to the COVID-19 pandemic and corresponding case law.

Adjusted text: **Encampment (homeless)**

A site where people are living or storing personal property ~~1 or more~~ structures ~~occupied by an individual or family~~ that is located illegally on Valley Water **property** or other public property. **Encampments may generate trash, debris, and hazardous pollutants. Such encampments contribute to contamination of waterways and damage to Valley Water facilities.** ~~An area where there are no structures, but where personal property is stored is also considered an encampment.~~

Glossary Definition: **NEW**

Sections: Appendix I of the FY22-26 5-Year Plan

Justification: Text adjustments to clarify what is considered a cleanup based upon the changes due to the COVID-19 pandemic and corresponding case law.

Adjusted text: **Encampment Cleanup**

Valley Water, independently or in partnership and coordination with cities and local agencies, will seek to remove trash, debris, and hazardous pollutants generated from encampments near waterways or on Valley Water property.

Project F5: Good Neighbor Program: Encampment Cleanup

Sections: Description and Benefits

Justification: Text adjustments to clarify that Valley Water may work independently or in partnership to cleanup encampments, as defined by the Glossary text adjustments referenced above.

Adjusted text: **Description**

This project supports Valley Water's independent efforts and ongoing coordination with local cities and agencies to clean up trash, debris and hazardous pollutants generated by encampments near waterways or on Valley Water property. This project supports Valley Water's ongoing coordination with local cities and agencies to clean up trash from

~~encampments near waterways or on Valley Water property.~~ Such encampments contribute to contamination of waterways and damage to Valley Water facilities. This **project includes** ~~is a cooperative effort partnering cooperative efforts to partner~~ with local municipalities and other agencies for services related to encampment cleanups and to help provide alternatives to homelessness.

This project will also provide funding for local municipalities' services supporting staff safety as they work around encampments and discouraging re-encampments along waterways.

Benefits

- Reduces the accumulation of trash, **debris**, and **hazardous** other pollutants in local waterways, including streams, ~~reservoirs and wetlands,~~ **and water utility facilities (e.g. percolation ponds)**
- Protects Valley Water facilities and reduces flood risk
- Improves the aesthetics of creeks in neighborhoods and along trails
- Coordinates Valley Water's efforts with multiple agencies to create lasting solutions to reduce ~~homeless~~ encampments near waterways

Proposed Modifications for Renewed Safe, Clean Water

As per the Safe, Clean Water Program's Change Control Process, staff is recommending the proposed modifications as shown below, with removed text shown with strike-through and new text in red font. It is important to note that the proposed modification to KPI 1 does not impact Valley Water's level of service, but rather changes the way the service is measured. Further, the modified KPI 1 will allow Valley Water the flexibility to operate both under these new restrictions and beyond.

Project F5: Good Neighbor Program: Encampment Cleanup

Sections: Key Performance Indicators

Justification: Proposed modifications to clarify that Valley Water may work independently or in partnership to cleanup encampments, as defined by the Glossary text adjustments referenced above. This includes a modification to how performance is measured, as encampment cleanups are no longer defined by structures thereby changing the way encampment sites can be quantified.

Modified text: KPIs 1 and 2

1. **Manage** ~~Perform~~ 300 **acres** annually to cleanups **trash, debris, and hazardous pollutants generated from encampments** and to reduce the amount **of these pollutants** ~~of trash and pollutants~~ entering streams.
2. Provide up to \$500,000 per year in cost-share with local agencies for services related to encampment cleanups, including services supporting staff safety, discouraging re-encampments along waterways or addressing the **socio-environmental** ~~homelessness~~ crisis with the goal of reducing the need for encampment cleanups.

FINANCIAL IMPACT:

The financial impact associated with the cost of this item is the cost of placing the public notice ad. The estimated cost for the public notice ad is approximately \$40,000 and there is sufficient budget in FY21 budget for the Good Neighbor Program: Encampment Cleanup project (Project No. 26771027). There is no change to the financial allocation of Project F5 should the proposed adjustments and modifications be approved.

CEQA:

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

ATTACHMENTS:

Attachment 1: SCVWD Resolution No. 20-64
Attachment 2: Draft Notice of Public Hearing

UNCLASSIFIED MANAGER:

Jennifer Codianne, 408-630-3876

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

RESOLUTION NO. 20-64

**PROVIDING FOR THE CONTINUATION AND LEVY OF A SPECIAL TAX TO PAY
THE COST OF THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION
PROGRAM IN THE COMBINED FLOOD CONTROL ZONE OF THE SANTA CLARA VALLEY
WATER DISTRICT SUBJECT, NEVERTHELESS, TO SPECIFIED LIMITS AND CONDITIONS**

WHEREAS, the Santa Clara Valley Water District (Valley Water) policy is to ensure current and future water supplies and provide healthy, clean, and reliable water in Santa Clara County; and

WHEREAS, Valley Water policy is to protect Santa Clara County creeks, reservoirs, Monterey Bay, and San Francisco Bay from toxins, pollutants, and contaminants; and

WHEREAS, Valley Water policy is to provide for flood water and storm water flood protection to residents, businesses, visitors, public highways, and the watercourses flowing within the District; and

WHEREAS, Valley Water policy is to protect our water supply, pipelines, and local dams from earthquakes and natural disasters; and

WHEREAS, Valley Water maintains a flood protection system of levees, channels, drains, detention basins, and other improvements upon which the lives and property of Valley Water residents depend, which said improvements must be kept in a safe and effective condition; and

WHEREAS, the Valley Water policy is to protect, enhance, and restore healthy Santa Clara County creeks, watersheds, and bay lands ecosystems; and

WHEREAS, in 2000, voters passed the 15-year Clean, Safe Creeks and Natural Flood Protection Plan; and

WHEREAS, the Valley Water policy is to engage in partnerships with the community to provide open spaces, trails, and parks along Santa Clara County creeks and watersheds; and

WHEREAS, in November 2012, voters passed the Safe, Clean Water and Natural Flood Protection Program which replaced the Clean, Safe Creeks and Natural Flood Protection Plan in its entirety when it became effective on July 1, 2013; and

WHEREAS, the Safe, Clean Water and Natural Flood Protection Program was originally scheduled to sunset on June 30, 2028; and

WHEREAS, in order to protect Santa Clara County water supplies, creeks, watersheds, and bay lands and ensure residents have an ample supply of clean water in the future, Valley Water will need a dedicated source of revenue in the future and beyond 2028 to maintain the programs established in the Safe, Clean Water and Natural Flood Protection Program; and

WHEREAS, the California State Legislature has authorized Valley Water to levy a special tax on each parcel of property within Valley Water or any zone or zones thereof upon approval by a two-thirds vote of the electorate of Valley Water or zones therein; and

WHEREAS, the purpose of the special tax is to supplement other available but limited revenues to keep said improvements in a safe and effective condition; to enable Valley Water to respond to emergencies; to perform maintenance and repair; to acquire, restore, and preserve habitat; to provide opportunities and access to recreation; to conduct environmental education; to protect and improve water quality; and to construct, operate, and maintain flood protection and storm drainage facilities; to support public health and public safety through efforts authorized by the District Act; and to fund the cost of financing such activities; and

WHEREAS, State California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(4), states that government funding mechanisms are not projects subject to the requirements of CEQA.

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

FIRST: The Board hereby finds that since (a) the management of creeks, watersheds, and bay lands are necessary to ensure safe, clean water and to protect, enhance and restore healthy ecosystems, (b) the construction and management of flood protection services are made necessary by stormwater runoff, and (c) the lands from which runoff derives are benefitted by provision of means of disposition which alleviates or ends the damage to other lands affected thereby, by direct protection of loss of property, and other indirect means which include improved aesthetics and quality of life, the basis on which to levy the special tax is at fixed and uniform rates per area and county or city designated land use of each parcel, taxed as such parcel is shown on the latest tax rolls.

SECOND: Pursuant to the authority of Section 3 of the District Act, a Combined Zone consisting of the aggregate metes and bounds descriptions of Zones One, Two, Three, Four, and Five is presently existing as generally depicted in Attachment 1.

THIRD: A special Valley Water Election for November 3, 2020 will be called within said District, on the proposition of levy of a special tax.

FOURTH: Subject to approval by two-thirds of the electors of Valley Water voting at such election and pursuant to the authority vested in the Board, there is hereby established a special tax as authorized by this resolution, the proceeds of which shall be used solely for the purpose of supporting the priorities of the Safe, Clean Water and Natural Flood Protection Program. The priorities are summarized in Attachment 2. The Safe, Clean Water and Natural Flood Protection Program Report (hereafter "Report") generally describes the priorities. This tax shall be instituted with the following provisions:

- A. The Chief Executive Officer (CEO) or designee of Valley Water is directed to cause a written Report to be prepared for each fiscal year for which a special tax is to be levied and to file and record the same, all as required by governing law. Said Report shall include the proposed special tax rates for the upcoming fiscal year at any rate up to the maximum rate approved by the voters. Valley Water's Board of Directors shall consider formal acceptance of this Report at a public meeting and shall thereafter make a final determination of special taxes with a confirming resolution. A special fund shall be established into which proceeds from the tax shall be deposited. Proceeds from the tax may be used only for the Safe, Clean Water and Natural Flood Protection Program.

- B. The CEO, or designee of Valley Water may cause the special tax to be corrected in the same manner as assessor's or assessee's errors may be corrected but based only upon any or all of the following:
1. Changes or corrections in ownership of a parcel;
 2. Changes or corrections of address of an owner of a parcel;
 3. Subdivision of an existing parcel;
 4. Changes or corrections in the use of all or part of a parcel;
 5. Changes or corrections in the computation of the area of a parcel;
 6. As to railroad, gas, water, telephone, cable television, electric utility right of way, electric line right of way, or other utility right of way properties.

Changes and corrections are not valid unless and until approved by the Board.

- C. The Clerk of the Board shall immediately file certified copies of the final determination of special taxes and confirming resolution with the Auditor-Controller of the County of Santa Clara and shall immediately record with the County Recorder of said County a certified copy of the resolution confirming the special tax.
- D. The special tax for each parcel set forth in the final determination by the Board shall appear as a separate item on the tax bill and shall be levied and collected at the same time and in the same manner as the general tax levy for county purposes. Upon recording of the resolution confirming the special tax such special tax shall be a lien upon the real property affected thereby.
- E. Failure to meet the time limits set forth in this resolution for whatever reason shall not invalidate any special tax levied hereunder.
- F. No special tax for the Safe, Clean Water and Natural Flood Protection Program shall be imposed upon a federal or state or local governmental agency. Where real property owned by a federal, state, or local agency is leased to a private person or private entity, the private interest so created shall be separately assessed as a possessory interest and the special tax for the Safe, Clean Water and Natural Flood Protection Program shall be levied on all holders of such possessory interests. With said exceptions, a Safe, Clean Water and Natural Flood Protection Program special tax is levied on each parcel of real property in the five Flood Control Zones of Valley Water subject to this resolution for the purposes stated in the Report and in this resolution. Except for the minimum special tax as hereinafter indicated, the special tax for each parcel of real property in each such zone is computed by determining its area (in acres or fractions thereof) and land use category (as hereinafter defined) and then multiplying the area by the special tax rate applicable to land in such land use category. A minimum special tax may be levied on each parcel of real property having a land area up to 0.25 acre for Groups A, B, and C, up to 10 acres for Groups D and E Urban and, for Group E Rural, the minimum special tax shall be that as calculated for the E Urban category.

G. Land use categories for each parcel of land in Valley Water are defined and established as follows:

- Group A: Land used for commercial or industrial purposes.
- Group B: Land used for institutional purposes such as churches and schools or multiple dwellings in excess of four units, including apartment complexes, mobile home parks, recreational vehicle parks, condominiums, and townhouses.
- Group C: (1) Land used for single-family residences and multiple-family units up to four units and (2) the first 0.25 acre of a parcel of land used for single-family residential purposes.
- Group D: (1) Disturbed agricultural land, including irrigated land, orchards, dairies, field crops, golf courses, and similar uses and (2) the portion of the land, if any, in excess of 0.25 acre of a parcel used for single-family residential purposes.
- Group E: Vacant undisturbed land (1) in urban areas and (2) in rural areas including dry farmed land, grazing and pasture land, forest and brush land, salt ponds, and small parcels used exclusively as well sites for commercial purposes.
- Group F: Parcels used exclusively as well sites for residential uses are exempt from the special tax.

H. The special tax amounts applicable to parcels in the various land uses shall be as prescribed by the Board of Directors in each fiscal year (July 1 through June 30) beginning with fiscal year 2021-2022 as set forth in Attachment 3, which is incorporated herein by reference, and as required by law; provided, that the annual basic special tax unit (single-family residential parcel of 1/4 acre or less) shall not exceed a maximum limit of \$67.67 annually (averaging \$0.006 per square foot annually), as adjusted by the compounded percentage increases of the San Francisco-Oakland-San Jose Consumer Price Index (CPI-U) for all Urban Consumers (or an equivalent index published by a government agency) in the year or years after April 30, 2021; provided, however, that appropriate amounts may be increased in any year by up to the percentage increase of the San Francisco-Oakland-San Jose Consumer Price Index for all Urban Consumers in the preceding year or two percent (2%) whichever is greater; provided further, however, that in any period, not exceeding three years, immediately following a year in which the Governor of the State of California or the President of the United States has declared an area of said zones to be a disaster area by reason of flooding or other natural disaster, then to the extent of the cost of repair of Valley Water facilities damaged by such flooding or other natural disaster, the maximum tax rate shall be the percentage increase in CPI-U plus 4.5 percent; and provided, that special taxes for the Safe, Clean Water and Natural Flood Protection Program shall be levied annually until ended by voters.

- I. In the event that the county or city designated land use for a parcel is different than the actual land use, the CEO of Valley Water may, pursuant to written policies and procedures, cause the special tax to be adjusted based upon any or all of the following:
1. The parcel owner shall provide Valley Water a claim letter stating that the present actual land use is different than the county or city designated land use, including an estimate of the portion of the parcel that is different than the designated land use. Such claim is subject to investigation by Valley Water as to the accuracy of the claim. Parcel owner shall furnish information deemed necessary by Valley Water to confirm the actual uses and areas in question which may include, but not be limited to, a survey by a licensed surveyor.
 2. The parcel owner shall request Valley Water to inspect the parcel and reevaluate the parcel tax.
 3. The parcel owner shall notify Valley Water after a substantial change in the actual land use occurs, including a new estimate of the portion of the parcel that is different than the designated land use.
 4. Valley Water may inspect and verify the actual land use for these parcels on a regular basis and will notify the appropriate parcel owners when it is determined that the actual land use has matched a county or city designated land use. Valley Water shall then correct the special tax rates for these parcels accordingly.
- J. Pursuant to state law, Valley Water may provide an exemption from the special tax for low income owner-occupied residential properties for taxpayer-owners who are 65 years of age or older, the following shall apply:
- Residential parcels where the total annual household income does not exceed 75 percent of the latest available figure for state median income at the time the annual tax is set, and such parcel is owned and occupied by at least one person who is aged 65 years or older is qualified to apply for an exemption from the applicable special tax.
- K. The Safe, Clean Water and Natural Flood Protection Program shall follow 15-year financial planning cycles. This will allow Valley Water to align its budget each year with the projects' key performance indicators as well as long-term financial planning efforts, such as the Capital Improvement Program. Prior to the development of each 15-year financial plan, Valley Water will conduct outreach to engage the community and key stakeholders, including the Safe, Clean Water and Natural Flood Protection Program's independent monitoring committee (IMC) and Valley Water advisory committees, to help ensure that the Safe, Clean Water and Natural Flood Protection Program's priorities remain aligned with the priorities of the residents of Santa Clara County.
- L. After a period of no longer than fifteen (15) years, the Board of Directors shall evaluate the need for the Safe, Clean Water and Natural Flood Protection Program, and make an affirmative determination of whether the special tax should be reduced or repealed, or is needed to build additional Projects to achieve related programmatic benefits in accordance with the priorities of the Safe, Clean Water and Natural Flood Protection Program. Should the Board of Directors determine that no additional Projects are needed, the Safe, Clean Water and Natural Flood Protection Program special tax will be

reduced accordingly, to reflect a transition from funding new Projects to funding operation, maintenance and replacement of Projects that were constructed with Safe, Clean Water and Natural Flood Protection Program funds. This evaluation process shall include the Valley Water advisory committees and the Program's IMC, which will be charged with making recommendations to the Board of Directors on the determination of whether the special tax should be reduced, repealed, or maintained. Following the first fifteen-year determination of continued need for the special tax, the determination shall be made every fifteen (15) years thereafter.

- M. As projects under the Program are completed, the Board of Directors shall identify and prioritize new projects for inclusion in the Program. These new projects may be identified and proposed for Board approval at a public meeting through the Board's review and approval of the Program's five-year implementation plans, the first of which will be produced by the CEO or designee of Valley Water in year one of the Program and every five years thereafter; or, as directed by the Board.
- N. The Board of Directors may direct that proposed projects in the Safe, Clean Water and Natural Flood Protection Program be modified or not implemented depending upon a number of factors, including federal and state funding limitations and the analysis and results of CEQA environmental review and permitting by state and federal regulatory agencies. The Board of Directors must hold a formal, public hearing on the matter, which will be noticed by publication and notification to interested parties, before adoption of any such decision to modify or not implement a project.
- O. The Chief Financial Officer or designee of Valley Water shall file a fiscal year report with the Board of Directors no later than January 1 of each year for the prior fiscal year. The annual report shall contain both of the following: (a) the amount of funds collected and expended; and (b) the status of any project required or authorized to be funded under this resolution.
- P. An external, independent monitoring committee (IMC) shall be appointed by the Valley Water Board of Directors to conduct an annual review of Valley Water's fiscal year report and provide an annual report from the IMC to the Board of Directors regarding implementation of the intended results of the Program. The IMC shall also review each proposed five-year implementation plan prior to its submittal for Board approval. Through review of both the annual reports and five-year implementation plans, the IMC may make recommendations to the Valley Water Board of Directors regarding reasonably necessary measures to meet the priorities of the Safe, Clean Water and Natural Flood Protection Program. Every fifteen years, the IMC will review, and recommend to the Board and general public, whether the special tax should be reduced or repealed, or is needed to build additional Projects to achieve related programmatic benefits in accordance with the priorities of the Safe, Clean Water and Natural Flood Protection Program as described in Paragraph L of this resolution.
- Q. While the Safe, Clean Water and Natural Flood Protection Program is in effect, the Board of Directors shall conduct independent professional audits of the Program to provide for accountability and transparency at least every five years.
- R. Grants and partnerships offered through the Safe, Clean Water and Natural Flood Protection Program, where aligned with the District Act and permitted by law, may

extend to state and local governmental organizations; organized community groups with an established structure; nonprofit organizations as defined by Internal Revenue Code subsections (c) or (d); schools, community colleges, or universities (public or nonprofit; non-profit organizations as defined under Internal Revenue Code section 501(c); religious or apostolic associations as defined under Internal Revenue Code section 501(d); for-profit organizations; and persons.

- S. Pursuant to the State California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(4), adoption of this resolution for continuation of the parcel tax and as a government funding mechanism, is not a project subject to the requirements of CEQA. Prior to commencement of any project included in the Safe, Clean Water and Natural Flood Protection Program, any necessary environmental review required by CEQA shall be completed.
- T. Upon entering into effect, the Safe, Clean Water and Natural Flood Protection Program parcel tax authorized by this resolution and placed on the ballot by RESOLUTION NO. 20-63, shall repeal and replace the Safe, Clean Water and Natural Flood Protection Program parcel tax approved by the voters in 2012. On the date that the parcel tax authorized by this resolution and RESOLUTION NO. 20-63 goes into effect, the updated Safe, Clean Water and Natural Flood Protection Program (the priorities of which are summarized in Attachment 2) will replace in its entirety the previously approved Safe, Clean Water and Natural Flood Protection Program. Any tax payments already made by voters and collected for use by Valley Water for the prior Safe, Clean Water and Natural Flood Protection Program will be used to achieve priorities identified in this updated Safe, Clean Water and Natural Flood Protection Program. Funding for capital projects currently identified in the prior Safe, Clean Water and Natural Flood Protection Program, will continue under this updated Safe, Clean Water and Natural Flood Protection Program to meet previous commitments. All other projects and programs identified in the prior Safe, Clean Water and Natural Flood Protection Program will be replaced by comparable projects or programs with similar or expanded obligations under the updated Safe, Clean Water and Natural Flood Protection Program. Commitments for incomplete non-capital projects or programs carried forward from the 2012 Safe, Clean Water and Natural Flood Protection Program, shall continue at no less than the current levels (funding or key performance indicators) as identified in the comparable replacement projects or programs under the updated Safe, Clean Water and Natural Flood Protection Program, until such time as they are completed. Changes to funding levels or key performance indicators may only be made by the Board as set forth under Paragraphs K and L or through Board decisions via a Board-approved Change Control Process.

Providing for the Continuation and Levy of a Special Tax to Pay the Cost of the Safe, Clean Water and Natural Flood Protection Program in the Combined Flood Control Zone of the Santa Clara Valley Water District Subject, Nevertheless, to Specified Limits and Conditions
Resolution No. 20-64

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on July 21, 2020:

AYES:	Directors	Santos, Estremera, Keegan, Kremen, LeZotte, Varela, Hsueh
NOES:	Directors	None.
ABSENT:	Directors	None.
ABSTAIN:	Directors	None.

SANTA CLARA VALLEY WATER DISTRICT



NAI HSUEH
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC



Clerk, Board of Directors

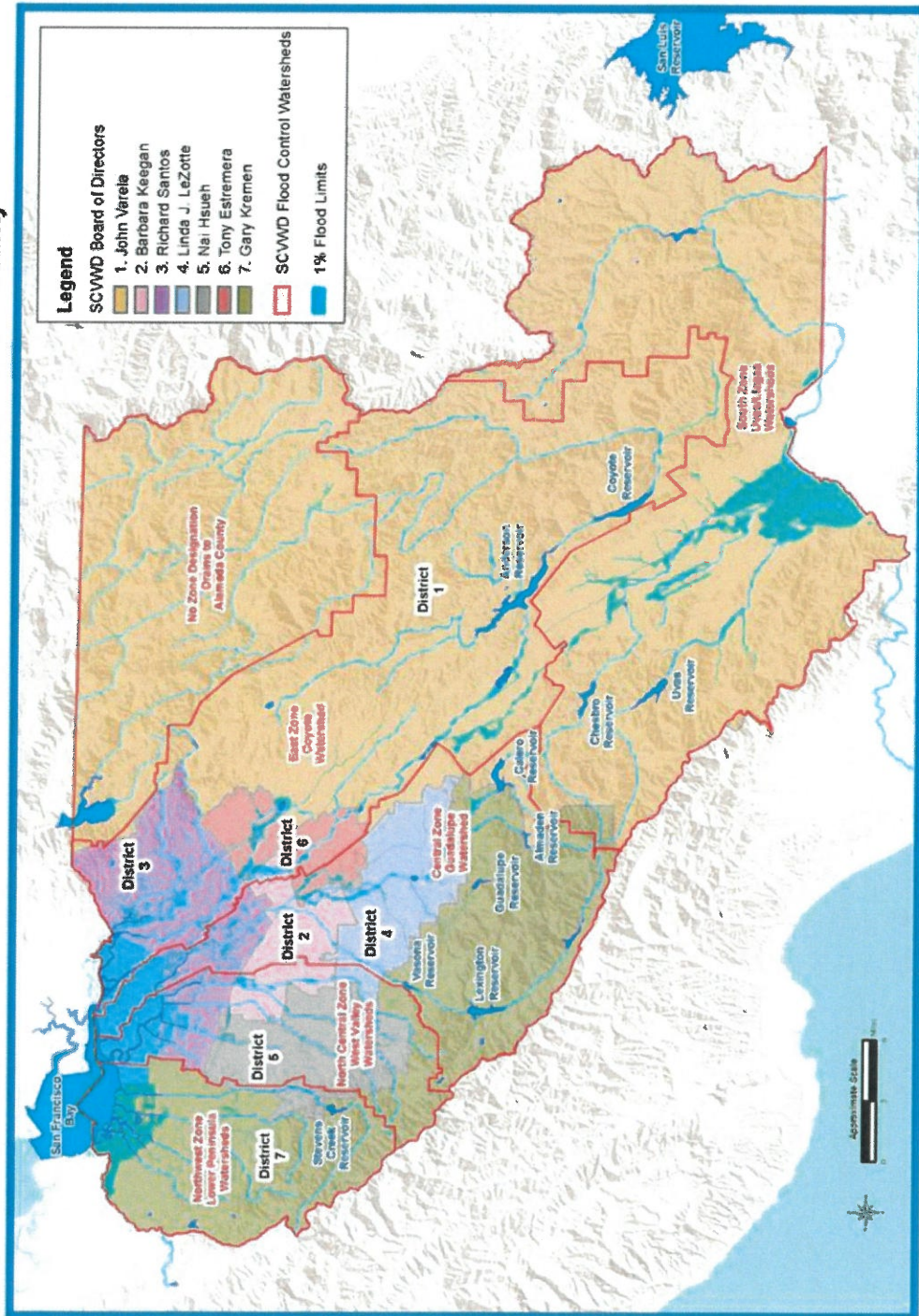
ATTACHMENT 1 COVERSHEET

SCVWD FLOOD CONTROL ZONES AND BOARD DISTRICTS IN SANTA CLARA COUNTY

No. of Pages: 1

Additional Items: None.

SCVWD Flood Control Zones and Board Districts in Santa Clara County



GIS themes are for illustration and general analysis purposes only and are not accurate to surveying or engineering standards. Information is not guaranteed to be accurate, current, or complete and use of this information is your responsibility.

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ATTACHMENT 2 COVERSHEET

SUMMARY OF KEY PERFORMANCE INDICATORS FOR THE FIRST 15 YEARS OF PROGRAM

No. of Pages: 5

Additional Items: None.

Summary of Key Performance Indicators for the First 15 Years of Program

Project	Key Performance Indicator
Priority A: Ensure a Safe, Reliable Water Supply	
A1 Pacheco Reservoir Expansion	1. Provide a portion of funds, up to \$10 million, to help construct the Pacheco Reservoir Expansion Project.
A2 Water Conservation Rebates and Programs	1. Award up to \$1 million per year toward specified water conservation program activities, including rebates, technical assistance and public education within the first seven (7) years of the Program.
A3 Pipeline Reliability	1. Install four (4) new line valves on treated water distribution pipelines.

Project	Key Performance Indicator
Priority B: Reduce Toxins, Hazards, and Contaminants in Our Waterways	
B1 Impaired Water Bodies Improvement	<ol style="list-style-type: none"> 1. Investigate, develop and implement actions to reduce methylmercury in fish and other organisms in the Guadalupe River Watershed. 2. Prepare and update a plan for the prioritization of surface water quality improvement activities, such as addressing trash and other pollutants. 3. Implement at least two (2) priority surface water quality improvement activities identified in the plan per 5-year implementation period.
B2 Inter-Agency Urban Runoff Program	<ol style="list-style-type: none"> 1. Address trash in creeks by maintaining trash capture devices or other litter control programs. 2. Maintain Valley Water's municipal stormwater compliance program and partner with cities to address surface water quality improvements, including participation in at least three (3) countywide, regional or statewide stormwater program committees to help guide regulatory development, compliance, and monitoring. 3. Support at least one (1) stormwater quality improvement activity per 5-year implementation period in Santa Clara County, including providing up to \$1.5 million over 15 years to support implementation of green stormwater infrastructure consistent with Santa Clara Basin and South County Stormwater Resource Plans.
B3 Hazardous Materials Management and Response	<ol style="list-style-type: none"> 1. Respond to 100% of hazardous materials reports requiring urgent on-site inspection in two (2) hours or less.
B4 Support Volunteer Cleanup Efforts	<ol style="list-style-type: none"> 1. Fund Valley Water's creek stewardship program to support volunteer cleanup activities such as annual National River Cleanup Day, California Coastal Cleanup Day, the Great American Litter Pick Up; and the Adopt-A-Creek Program.

Project	Key Performance Indicator
Priority C: Protect Our Water Supply and Dams from Earthquakes and Other Natural Disasters	
C1 Anderson Dam Seismic Retrofit	1. Provide portion of funds, up to \$54.1 million, to help restore full operating reservoir capacity of 90,373 acre-feet.

Project	Key Performance Indicator
Priority D: Restore Wildlife Habitat and Provide Open Space	
D1 Management of Riparian Planting and Invasive Plant Removal	<ol style="list-style-type: none"> 1. Maintain a minimum of 300 acres of riparian planting projects annually to meet regulatory requirements and conditions. 2. Maintain a minimum of 200 acres of invasive plant management projects annually to meet regulatory requirements and conditions. 3. Remove 25 acres of <i>Arundo donax</i> throughout the county over a 15-year period.
D2 Revitalize Riparian, Upland and Wetland Habitat	<ol style="list-style-type: none"> 1. Revitalize at least 21 acres over a 15-year period through native plant revegetation and/or removal of invasive exotic species. 2. Develop an Early Detection and Rapid Response Program Manual. 3. Identify and treat at least 100 occurrences of emergent invasive species over a 15-year period, as identified through the Early Detection and Rapid Response Program. 4. Develop at least eight (8) information sheets for Early Detection of Invasive Plant Species.
D3 Sediment Reuse to Support Shoreline Restoration	<ol style="list-style-type: none"> 1. Maintain partnership agreements to reuse sediment to improve the success of salt pond and tidal marsh restoration projects and activities. 2. Provide up to \$4 million per 15-year period to support activities necessary for sediment reuse.
D4 Fish Habitat and Passage Improvement	<ol style="list-style-type: none"> 1. Complete planning and design for one (1) creek/lake separation. 2. Construct one (1) creek/lake separation project in partnership with local agencies. 3. Use \$8 million for fish passage improvements by June 30, 2028. 4. Update study of all major steelhead streams in the county to identify priority locations for fish migration barrier removal and installation of large woody debris and gravel as appropriate. 5. Complete five (5) habitat enhancement projects based on studies that identify high priority locations for large wood, boulders, gravel, and/or other habitat enhancement features.
D5 Ecological Data Collection and Analysis	<ol style="list-style-type: none"> 1. Reassess and track stream ecological conditions and habitats in each of the county's five (5) watersheds every 15 years. 2. Provide up to \$500,000 per 15-year period toward the development and updates of five (5) watershed plans that include identifying priority habitat enhancement opportunities in Santa Clara County.
D6 Restoration of Natural Creek Functions	<ol style="list-style-type: none"> 1. Construct the Hale Creek Enhancement Pilot Project, which includes restoration and stabilization of a 650-foot section of concrete-lined channel on Hale Creek, between Marilyn Drive and North Sunshine Drive on the border of Mountain View and Los Altos. 2. Construct the Bolsa Road Fish Passage Project along 1,700 linear feet of Uvas-Carnadero Creek in unincorporated Santa Clara County, which includes geomorphic design features that will restore stability and stream function. 3. Identify, plan, design, and construct a third geomorphic-designed project to restore stability and stream function by preventing incision and promoting sediment balance throughout the watershed.

Priority D: Restore Wildlife Habitat and Provide Open Space cont...

D7 Partnerships for the Conservation of Habitat Lands

1. Provide up to \$8 million per 15-year period for the acquisition or enhancement of property for the conservation of habitat lands.

Project**Key Performance Indicator****Priority E: Provide Flood Protection to Homes, Businesses, Schools, Streets, and Highways**

E1 Coyote Creek Flood Protection, Montague Expressway to Tully Road – San Jose

1. Construct flood protection improvements along Coyote Creek between Montague Expressway and Tully Road to provide protection from floods up to the level that occurred on February 21, 2017, approximately a 5% (20-year) flood event.

E2 Sunnyvale East and Sunnyvale West Channels Flood Protection, San Francisco Bay to Inverness Way and Almanor Avenue – Sunnyvale

1. Provide 1% (100-year) flood protection for 1,618 properties and 47 acres (11 parcels) of industrial land, while improving stream water quality and working with other agencies to incorporate recreational opportunities.

E3 Lower Berryessa Flood Protection, including Tularcitos and Upper Calera Creeks (Phase 3) – Milpitas

1. With local funding only: Complete the design phase of the 1% (100-year) flood protection project to protect an estimated 1,420 parcels.

E4 Upper Penitencia Creek Flood Protection, Coyote Creek to Dorel Drive – San Jose

1. Preferred project with federal and local funding: Construct a flood protection project to provide 1% (100-year) flood protection to 8,000 parcels.
2. With local funding only: Construct a 1% (100-year) flood protection project from Coyote Creek confluence to Capital Avenue to provide 1% (100-year) flood protection to 1,250 parcels, including the new Berryessa BART station.

E5 San Francisquito Creek Flood Protection, San Francisco Bay to Upstream of Highway 101 – Palo Alto

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

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

E6 Upper Llagas Creek Flood Protection, Buena Vista Avenue to Llagas Road – Morgan Hill, San Martin, Gilroy	<ol style="list-style-type: none"> 1. Preferred project with federal and local funding: Plan, design and construct flood protection improvements along 13.9 miles of Upper Llagas Creek from Buena Vista Avenue to Llagas Road to provide flood protection to 1,100 homes, 500 businesses, and 1,300 agricultural acres, while improving stream habitat. 2. With local funding only: Construct flood protection improvements along Llagas Creek from Buena Vista Avenue to Highway 101 in San Martin (Reaches 4 and 5 (portion)), Monterey Road to Watsonville Road in Morgan Hill (Reach 7a), approximately W. Dunne Avenue to W. Main Avenue (portion of Reach 8), and onsite compensatory mitigation at Lake Silveira.
E7 San Francisco Bay Shoreline Protection – Milpitas, Mountain View, Palo Alto, San Jose, Santa Clara, and Sunnyvale	<ol style="list-style-type: none"> 1. Provide portion of the local share of funding for planning, design and construction phases for the Santa Clara County shoreline area, EIAs 1-4. 2. Provide portion of the local share of funding for planning and design phases for the Santa Clara County shoreline area, EIAs 5-9.
E8 Upper Guadalupe Flood Protection, Highway 280 to Blossom Hill Road – San Jose	<ol style="list-style-type: none"> 1. Preferred project with federal and local funding: Construct a flood protection project to provide 1% (100-year) flood protection to 6,280 homes, 320 businesses and 10 schools and institutions. 2. With local funding only: Construct flood protection improvements along 4,100 feet of Guadalupe River between the Southern Pacific Railroad (SPRR) crossing, downstream of Willow Street, to the Union Pacific Railroad (UPRR) crossing, downstream of Padres Drive, and provide gravel augmentation along approximately 800 linear feet of the Upper Guadalupe River in San Jose, from approximately the Union Pacific Railroad Bridge to West Virginia Street Bridge to improve aquatic habitat for migrating steelhead and channel stability.

Project	Key Performance Indicator
Priority F: Support Public Health and Public Safety for Our Community	
F1 Vegetation Control and Sediment Removal for Capacity	<ol style="list-style-type: none"> 1. Maintain completed flood protection projects for flow conveyance.
F2 Emergency Response Planning and Preparedness	<ol style="list-style-type: none"> 1. Coordinate with local municipalities to merge Valley Water-endorsed flood emergency processes with their own emergency response plans and processes. 2. Complete five (5) flood management plans/procedures per 5-year period, selected by risk priorities. 3. Train Valley Water staff and partner municipalities annually on disaster procedures via drills and exercises before testing the plans and procedures. 4. Test flood management plans/procedures annually to ensure effectiveness.
F3 Flood Risk Assessment Studies	<ol style="list-style-type: none"> 1. Complete engineering studies on three (3) creek reaches to address 1% (100-year) flood risk. 2. Annually, update floodplain maps on a minimum of three (3) creek reaches in accordance with new FEMA standards.

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

F4 Vegetation Management for Access and Fire Safety	<ol style="list-style-type: none">1. Provide vegetation management for access and fire risk reduction on an average of 495 acres per year, totaling 7,425 acres along levee, property lines and maintenance roads over a 15-year period.
F5 Good Neighbor Program: Encampment Cleanup	<ol style="list-style-type: none">1. Perform 300 annual cleanups to reduce the amount of trash and pollutants entering the streams.2. Provide up to \$500,000 per year in cost-share with other agencies for services related to encampment cleanups, including services supporting staff safety, discouraging re-encampments along waterways or addressing the homelessness crisis with the goal of reducing the need for encampment cleanups.
F6 Good Neighbor Program: Graffiti and Litter Removal and Public Art	<ol style="list-style-type: none">1. Cleanup identified trash and graffiti hotspots at approximately 80 sites four (4) times per year.2. Respond to requests on litter or graffiti cleanup within five (5) working days.3. Provide up to \$1.5 million over 15 years to implement public art projects on Valley Water property and infrastructure.
F7 Emergency Response Upgrades	<ol style="list-style-type: none">1. Maintain existing capabilities for flood forecasting and warning.2. Improve flood forecast accuracy and emergency response time working with the National Weather Service and through research and development.
F8 Sustainable Creek Infrastructure for Continued Public Safety	<ol style="list-style-type: none">1. Provide up to \$7.5 million in the first 15-year period to plan, design and construct projects identified through Watersheds asset management plans.
F9 Grants and Partnerships for Safe, Clean Water, Flood Protection and Environmental Stewardship	<ol style="list-style-type: none">1. Provide a grant and partnership cycle each year for projects related to safe, clean drinking water, flood protection and environmental stewardship.2. Provide annual funding for bottle filling stations to increase drinking water accessibility, with priority for installations in economically disadvantaged communities and locations that serve school-age children and students.3. Provide annual mini-grant funding opportunity for projects related to safe, clean drinking water, flood protection and environmental stewardship.4. Provide up to \$3 million per 15-year period for partnerships with small municipalities (defined as under 50,000 people in the most recent census available), or special districts with boundaries substantially within the footprint of small cities, for projects aligned with the District Act and related to safe, clean drinking water, flood protection and environmental stewardship.

ATTACHMENT 3 COVERSHEET

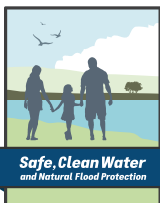
FIGURE 1 ACTUAL FY 2019–20 AND ACTUAL FY 2020–21 SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION SPECIAL TAX RATES

No. of Pages: 1

Additional Items: None.

FIGURE 1
Actual FY 2019–20 and Actual FY 2020–21
Safe, Clean Water and Natural Flood Protection Special Tax Rates

Land Use Categories	Actual FY '19-20	Actual FY '20-21
A - Commercial, Industrial		
Rate (\$/Acre)	\$541.60	\$541.60
Minimum Assessment ⁽¹⁾	\$135.39	\$135.39
B - Apartment, Schools, Churches, Condominiums & Townhouse		
Rate (\$/Acre)	\$406.20	\$406.20
Minimum Assessment ⁽¹⁾	\$101.55	\$101.55
Condominiums & Townhouses (\$/unit)	\$32.95	\$32.95
C - Single Family Residential, Small Multiples (2-4 units) ⁽²⁾		
Minimum Assessment ⁽¹⁾	\$67.67 (Averaging \$0.006 per square foot)	\$67.67 (Averaging \$0.006 per square foot)
D - Utilized Agriculture⁽²⁾		
Rate (\$/Acre)	\$3.47	\$3.47
Minimum Assessment ⁽¹⁾	\$34.70	\$34.70
E - Urban - Nonutilized Agricultural, Grazing Land, Salt Ponds, Well Site in Urban Areas		
Rate (\$/Acre)	\$1.02	\$1.02
Minimum Assessment ⁽¹⁾	\$10.23	\$10.23
E - Rural - Nonutilized Agricultural, Grazing Land, Well Sites in Rural Areas		
Rate (\$/Acre)	\$0.14	\$0.14
Minimum Assessment ⁽¹⁾	\$10.23	\$10.23
⁽¹⁾ The minimum assessments shown for Categories A, B, and C apply to parcels 1/4 acre or less in size. Category C parcels larger than 1/4 acre pay the minimum assessment for the first 1/4 acre and the remaining acreage is assessed at the Category D rate. For Category D, the minimum assessment applies to parcels less than 10 acres. The minimum assessment for Group E parcels is the amount charged for 10 acres of urban undeveloped land; the minimum assessment is the same for both the Urban Category and the Rural Category parcels, however the Rural Category applies to parcels of 80 acres or less.		
⁽²⁾ Residential land in excess of 1/4 acre is assessed at the "D" rate.		



Modification to the Good Neighbor Program: Encampment Cleanup

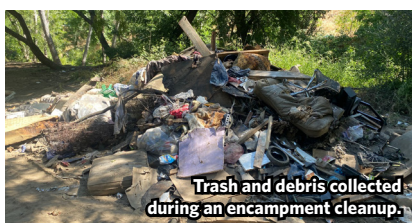


PRIORITY F Support public health and public safety for our community.

What: Public Hearing on Proposed Modification to the Good Neighbor Program: Encampment Cleanup Project

When: July 13, 2021 at 1:00 p.m.

**Where: Teleconference via Zoom link
<https://valleywater.zoom.us/j/89277884503>**



Trash and debris collected during an encampment cleanup.

The Good Neighbor Program: Encampment Cleanup project (Project F5) under the renewed Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program), is a countywide project. The primary objective of the project is to remove trash, debris, and hazardous pollutants generated from encampments near waterways or on Valley Water property.

Under the project, the cleanup of encampments is linked to the removal of structures. However, in response to the COVID-19 pandemic, many restrictions have been placed on the type of cleanup activities that can be performed in relation to encampments. In turn, it has been challenging to partner with agencies on encampment site cleanups.

Additionally, recent case law has highlighted legal limitations relating to the removal of illegal encampments. Recent cases have cited and relied upon the Center for Disease Control (CDC) guidance regarding encampments during the COVID-19 pandemic to limit when encampment abatements can proceed. These limitations have curtailed the removal of illegal encampments and displacement of the people living in those encampments for the time being.

In effect, the CDC's COVID-19 pandemic restrictions and the associated legal restrictions on the removal of illegal encampments has currently halted the work of the Good Neighbor Program: Encampment Cleanup project, under which an encampment cleanup is associated with the removal of encampment structures.

Furthermore, through education and increased awareness, staff has recognized that people living in illegal encampments may identify the encampment site as their home and feel a sense of community there. In turn, while these individuals are without a house or lack a place to live, they prefer not to be referred to as homeless.

To align the renewed Safe, Clean Water Program with these changing conditions, staff is proposing a modification to both key performance indicators (KPIs), along with text adjustments to both Glossary definitions and the project's description and benefits.

For more information on the public hearing, please contact **Jennifer Codianne** at **(408) 630-3876** or by email at **jcodianne@valleywater.org**.

Proposed Modifications for Renewed Safe, Clean Water

As per the Safe, Clean Water Program's Change Control Process, staff is recommending the proposed modifications as shown below. It is important to note that the proposed modification to KPI 1 does not impact Valley Water's level of service, but rather changes the way the service is measured. Further, the modified KPI 1 will allow Valley Water the flexibility to operate both under these new restrictions and beyond.

Modified text: KPIs 1 and 2

1. Manage 300 acres annually to clean up trash, debris, and hazardous pollutants generated from encampments and to reduce the amount of these pollutants entering streams.
2. Provide up to \$500,000 per year in cost-share with local agencies for services related to encampment cleanups, including services supporting staff safety, discouraging re-encampments along waterways or addressing the socio-environmental crisis with the goal of reducing the need for encampment cleanups.

The board agenda memo regarding this hearing will be posted online on July 2, 2021, at **www.valleywater.org**.

IMPORTANT NOTICES

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by members of the Valley Water Board of Directors, Valley Water staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board Meetings to please contact the Clerk of the Board's office at (408) 630-2711, at least 3 business days before the scheduled board meeting to ensure that the Valley Water staff may assist you.

Esta reunión se realiza bajo la Ley Brown actualmente en vigor según la Ley de Servicios de Emergencia del Estado, la Declaración de Emergencia del Gobernador relacionada con el COVID-19 y la Orden Ejecutiva del Gobernador N-29-20 emitida el 17 de marzo de 2020, que permite la asistencia de los miembros de la Junta Directiva de Valley Water, el personal de Valley Water y el público para participar y llevar a cabo la reunión por teleconferencia, videoconferencia o ambas. Valley Water, en cumplimiento con la Ley de Estadounidenses con Discapacidades (ADA), solicita que las personas que requieran adaptaciones especiales para acceder o participar en las reuniones de la Junta de Valley Water se comuniquen con el secretario de la oficina de la Junta al (408) 630-2711, al menos 3 días hábiles antes de la reunión programada de la Junta, para asegurarse de que el personal de Valley Water pueda ayudarles.

Cuộc họp này được tổ chức theo Đạo luật Brown, hiện có hiệu lực theo Đạo Luật Dịch Vụ Khẩn Cấp Của Tiểu Bang, Tuyên Bố Khẩn Cấp Của Thống Đốc liên quan đến COVID-19 và Sắc Lệnh Số N-29-20 Của Thống Đốc ban hành vào ngày 17 tháng 3 năm 2020, cho phép sự tham dự của các thành viên Hội Đồng Quản Trị Của Valley water, nhân viên của Valley Water, và cộng chúng để tham gia và tiến hành cuộc họp bằng hội nghị từ xa, hội nghị truyền hình, hoặc cả hai cách này. Theo Đạo Luật Người Mỹ Khuyết tật (ADA), Cục Nước Thung Lũng yêu cầu những cá nhân cần sự hỗ trợ đặc biệt để truy cập và/hoặc tham gia vào các Cuộc Họp Hội Đồng Quản Trị Của Valley Water xin hãy liên hệ với Thư ký văn phòng ng Hội Đồng Quản Trị theo số (408) 630-2711 ít nhất 3 ngày làm việc trước khi diễn ra cuộc họp hội đồng theo lịch để đảm bảo rằng nhân viên của Valley Water có thể hỗ trợ quý vị.

此次会议依据《国家紧急服务法》、《与COVID-19相关的州长紧急声明》以及2020年3月17日发布的N-29-20号州长行政命令而现行的《布朗法案》举行。Valley Water理事会成员、Valley Water工作人员及社会公众可出席会议，并通过电话会议、电视会议或同时使用以上两种方式来参加该会议。按照《美国残疾人法案》(ADA)规定，Valley Water要求出席或参与Valley Water理事会会议的有特殊住宿需要的人，在理事会会议之前至少3个工作日致电 (408) 630-2711，与理事会办公室工作人员联系，以确保Valley Water员工可以为您提供帮助。

YOUR TAX DOLLARS AT WORK





Santa Clara Valley Water District

File No.: 21-0662

Agenda Date: 6/22/2021

Item No.: 7.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve Agreement with Kleinfelder, Inc. for the Purified Water Program-Preliminary Geotechnical Pipeline Alignment Project, under the Indirect Potable Water Reuse Project No. 91304001, CAS File No. 5167, for a Not-to-Exceed Fee of \$1,107,408 (Cities of Palo Alto, Mountain View, Sunnyvale, Santa Clara, San Jose and Campbell) (Districts 2, 3, 4, 5 and 7).

RECOMMENDATION:

Approve the Consultant Services Agreement with Kleinfelder, Inc. for the Purified Water Program - Preliminary Geotechnical Pipeline Alignment Project, for a not-to-exceed fee of \$1,107,408.

SUMMARY:

In June 2020, the Board directed staff to implement the Purified Water Program (Program), also known as the Expedited Purified Water Program, and expedite the procurement process for selecting a Public Private Partnership (P3) to implement the Program, with a release of a Request for Proposal (RFP) scheduled for the fall of 2021. Prior to the RFP advertisement, an Environmental Impact Report will be prepared to evaluate potential impacts associated with the Program, and several preliminary geotechnical investigations will be completed to inform potential P3 proposers of site conditions along the proposed pipeline alignments. Staff recommends Board approval of a consultant agreement for the Preliminary Geotechnical Pipeline Alignment Project.

Background

Santa Clara Valley Water District's (Valley Water) Board of Directors established a goal to increase recycled water use such that reuse supply meets 10 percent of total Countywide demands by 2025 and up to 24,000 acre-feet per year (AFY) by 2040. The first phase of the Program has been targeted to be 10,000 AFY based on recent water supply planning projections to 2040. In order to meet this goal, Valley Water plans to build an Advanced Water Purification Facility (AWPF) that will use advanced treatment processes to treat the tertiary effluent from a wastewater treatment facility either in the City of Palo Alto or in the City of San Jose and convey purified water through a series of pipelines to the Los Gatos Recharge System (LGRS).

The Palo Alto AWPF location is just southeast of the existing Regional Water Quality Control Plant at the former Los Altos Treatment Plant site on San Antonio Road, Palo Alto. The San Jose AWPF

location is at Valley Water's existing Silicon Valley Advanced Water Purification Center. The proposed pipeline routes were developed as part of the Countywide Water Reuse Master Plan (CoRe Plan) for several reuse portfolios. At the June 16, 2020 Board meeting staff was directed to implement a smaller project as quickly as possible. At the September 8, 2020 Board meeting, staff was directed to pursue a Public-Private-Partnership (P3) fixed price Design Build Finance Operate and Maintain (DBFOM) project delivery method and expedite the procurement process to ideally release an RFP in the fall of 2021. The critical data obtained from the Preliminary Geotechnical Pipeline Alignment Project will be provided to prospective proposers to the P3 DBFOM project.

Consultant Agreement and Scope of Services

The recommended Agreement with Kleinfelder, Inc. includes the necessary services to conduct the preliminary geotechnical investigation for the proposed pipeline alignments and will meet the P3 RFP release schedule. The summary of tasks and budget is presented in Table 1. The Project scope includes geotechnical investigations, evaluating soil conditions and preparing a Geotechnical Data Report which will provide essential information to prospective P3 proposers for future pipeline placement along the pipeline alignments developed as part of the CoRe Plan. In addition, staff has negotiated a cost and schedule timeline with an expedited completion in the fall of 2021.

Table 1 - Summary of Tasks and Budget		
Task	Description	Not-to-Exceed Fees
1	Project Management	\$106,257
2	Geotechnical Engineering Services	\$901,151
3	Supplemental Services	\$100,000
Total Not-to-Exceed Fees		\$1,107,408

Consultant Selection Process

On December 10, 2020, a Request for Proposals for the Purified Water Program - Preliminary Geotechnical Pipeline Alignment Project was published on Valley Water's Contract Administration System internet portal and distributed to firms self-registered list for expertise GE11 - Geotechnical Engineering and advertised in the SJ Post Record newspaper and SBE, Inc.

Valley Water received proposals from four consultants on January 11, 2021: Cal Engineering & Geology (Cal), ENGEO Inc. (ENGEO), Fugro USA Land, Inc. (Fugro), and Kleinfelder, Inc. (Kleinfelder). An Evaluation Committee (EC), consisting of three Valley Water Project team members with subject matter expertise evaluated and ranked the written proposals and conducted an oral interview of the four consultant teams on February 3 - 4, 2021. Based on the combined (written and oral) rating scores, the EC recommended that staff undertake contract negotiations with Kleinfelder, Inc., the highest rated firm.

On February 16, 2021, Valley Water staff-initiated agreement negotiations with Kleinfelder. The negotiation has been successfully completed. Staff recommends Board approval of the Agreement with Kleinfelder for the Preliminary Geotechnical Pipeline Alignment Project, for a not-to-exceed amount of \$1,107,408.

FINANCIAL IMPACT:

The Indirect Potable Water Reuse Project No. 91304001 is included in the Five-Year 2022-26 Capital Improvement Program (CIP). Funding for the Agreement with Kleinfelder, Inc has a not to exceed fee of \$1,107,408 and is currently included in the Board-adopted FY21 budget. The total cost for the proposed Agreement does not change the overall total Project cost reflected in the Five-Year 2022-26 CIP.

CEQA:

This Project is exempt under CEQA Guidelines Sections 15304 and 15306 as stated below:

Section 15304 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.”

Section 15306 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.”

The Project’s purpose is for information gathering of geotechnical data and is exempt because it would consist of minor trenching and backfilling where the surface is restored and does not involve removal of healthy, mature, or scenic trees.

None of the exemption exceptions defined in Section 15300.2 apply to this Project scope. The Project is not located near a scenic highway or on a hazardous waste site. There is no reasonable possibility that the activities related to the proposed Project will have a significant effect on the environment due to unusual circumstances. Also, no cumulative significant impacts are anticipated over time due to successive projects of the same type in the same place.

ATTACHMENTS:

Attachment 1: Agreement

UNCLASSIFIED MANAGER:

Kirsten Struve, 408-630-3138



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions Template
Rev. A [5/11/2020-6/30/2021]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and KLEINFELDER, INC., a California Corporation (Consultant), individually the Party or collectively the Parties.

WHEREAS, Valley Water desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, Valley Water and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Service described in an attached Schedule(s) must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with Valley Water staff in engineering, asset management, operations, and maintenance units to be made aware of Valley Water operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule(s).
- B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.
- C. Consultant shall not undertake any Services not described in the attached Schedule(s) unless authorized in writing by Valley Water prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

- 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 Valley Water's request documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code section 1720(a)(1).

4. Valley Water's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by Valley Water, which Valley Water determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to Valley Water.

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by Valley Water which Valley Water determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in Valley Water's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. Valley Water Standardization Requirements

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with Valley Water Microsoft Office software and AutoCAD software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's 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 Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the 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 Key Staff and firms subcontracted by the Consultant (Subconsultants) assigned to perform the Services are identified in in the Schedule Scope of Services,

Attachment Three, Consultant's Key Staff and Subconsultants.

- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 1) Consultant must obtain Valley Water's approval of all Subconsultants. Upon Valley Water's request, Consultant must provide copies of all Subconsultant agreements.
 - 2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to Terms and Conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.
- F. Consultant will not charge Valley Water for the time it takes Consultant's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff: Valley Water Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. Consultant's Subconsultants
 - 1) Valley Water Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
 - 2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all

other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that Valley Water's assistance is necessary to achieve such compliance, Consultant shall promptly notify Valley Water.

- B. Consultant shall provide, at Valley Water's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, Valley Water has the right to inspect and copy any records of Consultant regarding such compliance.
- C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.
- B. Consultant shall immediately notify Valley Water in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon Valley Water's request, Consultant shall provide Valley Water with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

Consultant will perform all Services as an independent contractor and not an agent or employee of Valley Water. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such Services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of Valley Water. Except as expressly provided in this Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.

- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two Duties of Consultant, subsection 8. Compliance with All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two Duties of Consultant, subsection 8. Compliance with All Laws.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

Valley Water will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). Valley Water will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this

Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

Valley Water will facilitate access to Valley Water facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or eliminated. If the Scope of Services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory

agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
- 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in Attachment One to Schedule(s), Fees and Payments; and
 - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project Schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.
- 1) The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look-ahead schedule listing deliverables and activities planned for the next two months;

- c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices as follows:
- 1. Electronic copies to be sent via email: APinvoice5750@valleywater.org;
 - 2. Hard Copies to be sent to:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
- 1) Agreement Number;
 - 2) Full Legal Name of Consultant/Firm;
 - 3) Payment Remit-to Address;

- 4) Invoice Number;
 - 5) Invoice Date (the date invoice is mailed); and
 - 6) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. 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. 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 Valley Water, at any time during regular business hours, upon written request by Valley Water.

G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by Valley Water, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

4. Retention

Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final 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 the attached Schedule(s) to this Agreement upon receipt of the Notice to Proceed (NTP) issued by Valley Water.

2. Project Schedule Table

Consultant will perform and complete the services described in the Scope of Services in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. Consultant will coordinate services with Valley Water to provide the timeline of all tasks and subtasks, including the site visits, document review, meetings, and deliverables.

3. Monitoring of Project Schedule

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by Valley Water.

4. Project Delays

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project

Schedule will be delayed, Consultant will notify Valley Water Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, Valley Water may, at its discretion, grant a reasonable adjustment in the Project Schedule.

5. Changes to the Project Schedule

Valley Water Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

2. Valley Water Rights

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof,

if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.

- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation upon Termination or Suspension

In the event of termination of this Agreement or any Task Order, or suspension of Services by Valley Water, Consultant shall receive compensation based on satisfactory performance, accepted by Valley Water, as follows:

- A. Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination;
- B. Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination; and
- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

The Terms and Conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution, as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment,

demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard Consultant Agreement, Appendix Four Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard Consultant Agreement, Appendix Four Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

2. Reuse of Instruments of Service

If Valley Water desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which Valley Water has already paid Consultant, Valley Water will release Consultant from any liability incurred by Valley Water from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, through, and between Valley Water and Consultant that may be relied upon are limited to printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished are only for the mutual convenience of the Parties.

4. Computer-Generated Material

Any risk of translation or reliance on information obtained or derived from computer-

generated material is at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright belongs to Valley Water.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. Valley Water makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

The Santa Clara Valley Water Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, 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 Section 12900 et.

seq.); and California Labor Code §1101 and 1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by Valley Water. Valley Water will refer complaints in writing and Consultant will advise Valley Water in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Attachments to the Schedule(s), and all executed Task Orders, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
 - 3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
 - 4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable;

- 5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan;
- 6) Any other requirements that are deemed necessary by Valley Water; and
- 7) Execution of the Agreement by Valley Water.

3. No Assignment

- A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.
- B. In no event shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that Valley Water policy prohibits the acceptance by Valley Water personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to Valley Water.

6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley Water with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner

without first obtaining clearance and a release in writing from Valley Water. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
 - 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a change to their disclosure information.
 - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during Valley Water's annual filing season, as determined by Valley Water;
 - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming

Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:

- a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code).
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Gov. Code §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to Valley Water.
 - 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three Task Order Template). The proposed Task must identify the following:
 - 1) Description of the services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.

- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One Additional Legal Terms (Appendix One), and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.
- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three Task Order Template.

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify Valley Water if any such permit or approval lapses or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in Valley Water's name, Consultant shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

16. Taxes and Benefits

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

17. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with

respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

18. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives of Valley Water and Consultant at their respective addresses as follows:

VALLEY WATER:

Deputy Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

CONSULTANT:

Consultant Principal Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

19. No Third-Party Beneficiaries

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

20. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

21. Debt Limitation

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. Valley Water is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of Valley Water to appropriate funds for purposes of this Agreement.

22. Appendices

The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

23. Schedule(s) and Attachments

Schedule P - Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule P - Fees and Payments

Attachment Two to Schedule P - Schedule of Completion

Attachment Three to Schedule P - Consultant's Key Staff and Subconsultants

Attachment Four to Schedule P - Reference Materials

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

KLEINFELDER, INC.
Kleinfelder

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Andrea Traum
Principal-In-Charge

Date: _____

Date: _____

Consultant's Address:

ATTEST:

380 N 1st Street, Suite A
San Jose, CA 95112

Michele L. King, CMC
Clerk, Board of Directors

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STANDARD CONSULTANT AGREEMENT APPENDIX ONE ADDITIONAL LEGAL TERMS

1. Conflict of Interest for Future Services

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal:

- A. For any agreement to be awarded for design, construction management or the construction of any project that is related to the Services provided pursuant to this Agreement;
- B. Valley Water currently intends to proceed with the public/private partnership method of project delivery for the Purified Water Program projects. However, if instead, Valley Water proceeds with using the design-build project delivery method for the Purified Water Program projects, Consultant will be precluded from submitting a proposal in response to any procurement issued by Valley Water to retain a design-build entity;
- C. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- D. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two Dispute Resolution.

3. Small Business Enterprise (SBE) Participation [NOT USED]

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 **[enter percentage]**% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Officer unless delegated to the Unit Manager.
- C. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$25,000.
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by Valley Water who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its Subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering, training facilities, and facilitator will be borne by Valley Water.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only, are confidential, and are not binding unless otherwise agreed by Valley Water and Consultant.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

- 1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.
- 2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- 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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- 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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

M. Termination of Mediation

The mediation shall be terminated:

- 1) By the execution of a Settlement Agreement by the Parties;
- 2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- 3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

- 1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- 2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

5. Compensation for Participation in Mediation

Neither Consultant nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and Valley Water arising out of this Agreement.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("Valley Water") and _____ ("Consultant"), dated _____.

Valley Water: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed \$ _____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
 - D. 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(s), Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

**STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
 - A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
 - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

NAME OF CONSULTANT FIRM
[PRINT NAME]
[PRINT TITLE]

DATE

Signature:

SANTA CLARA VALLEY WATER DISTRICT
[PRINT NAME]
[PRINT TITLE]

DATE

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

Certificates of Insurance

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to valleywater@ebix.com.

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5167**

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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

If Consultant receives any notice that any of the insurance policies required by this Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

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

Renewal of Insurance

Consultant will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:
valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5167**

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:
\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$2,000,000 per claim/ **\$2,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

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

General Requirements

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

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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

(**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

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

in the insurance contract) that subrogation has been waived by its insurer.

10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$2,000,000)	
	B.	Cancellation Endorsement	

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**SCHEDULE P
SCOPE OF SERVICES**

1. Representatives

- A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water shall be addressed to Valley Water Project Manager (DPM).

Henry Barrientos (Valley Water Project Manager)
Sr. Water Resource Specialist
Recycled and Purified Water Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2078

Email: hbarrientos@valleywater.org

Hossein Ashktorab (Valley Water Unit Manager)
Recycled & Purified Water Manager
Recycled and Purified Water Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2291

Email: hashktorab@valleywater.org

Vincent Gin (Deputy Operating Officer)
Water Supply Division
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 Valley Water questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

William McCormick (Consultant Project Manager)
Kleinfelder, Inc.
Senior Principal Professional
2240 Northpoint Parkway, Santa Rosa, CA 95407

Phone: 707-543-8225

Email: bmccormick@kleinfelder.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.

SCHEDULE P SCOPE OF SERVICES

Andrea Traum (Consultant Principal Officer)
Kleinfelder, Inc.
Senior Project Manager
380 N 1st Street, Suite A, San Jose, CA 95112
Phone: 408-595-3275
Email: atraum@kleinfelder.com

2. Scope of Services

- A. Schedule P, Scope of Services, describes the professional planning services to be performed by Consultant for Valley Water's Purified Water Program - Preliminary Geotechnical Pipeline Alignment Project (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for construction phase services. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives

- A. The objectives of the Project include:
 - 1. Evaluating soil conditions; performing geotechnical engineering investigations; and preparing a Geotechnical Data Report as a reference document for future pipeline placement along the alignments specified in Scope of Services. The scope includes the pipeline alignments conveying purified water from a future advanced water purification facility (AWPF) in San Jose to the Los Gatos Recharge System (LGRS), or from an AWPF in Palo Alto to the LGRS.

4. Project Background

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's two million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) drinking water treatments plants, one (1) purified water treatment plant, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. Valley Water's Board of Directors established a goal to increase recycled water use, such that reuse supplies meet 10 percent of total Countywide demands by 2025 and up to 24,000 acre-feet per year (AFY) by 2040. In order to meet this goal, Valley Water will build AWPFS that will use advanced treatment processes to treat the final effluent from the wastewater treatment facilities of partner agencies.
- C. Valley Water is currently evaluating the feasibility of constructing an AWPF either in the City of Palo Alto or in the City of San Jose. The first AWPF location is just south of the existing Palo Alto Regional Water Quality Control Plant, and the second location is adjacent to the Silicon Valley Advanced Water Purification Center (in San Jose). Ultimately, the selected AWPF will convey purified water from one of these locations to the LGRS. The proposed pipeline routes were developed as part of the Countywide Water Reuse Master Plan (CoRe Plan) for several reuse portfolios.

SCHEDULE P SCOPE OF SERVICES

- D. The work completed in this Agreement will result in valuable preliminary planning information that will be available in the Purified Water Program Request for Proposal process.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, GIS maps, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff will be documented by the Consultant and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, Valley Water Project Manager (DPM) will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in **Section Three, Scope of Services**.
- 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 Valley Water.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with

SCHEDULE P SCOPE OF SERVICES

this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements [NOT USED]

6. Planning Phase Tasks

Task 1 - Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fees limit stated in Attachment One to Schedule P, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule P, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

Consultant's key staff and subconsultants, as determined necessary and appropriate by Consultant, and additional participants, as directed by Valley Water, will attend a kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

1.2 Project Work Plan

- 1.2.1 Consultant will prepare a Project Work Plan in accordance with this Scope of Services.
- 1.2.2 The Project Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.
- 1.2.3 The Project Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

1.3 Progress Meeting and Workshops

Valley Water and Consultant's key staff and subconsultants as determined necessary and appropriate by Consultant, subject to VWPM approval, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and

SCHEDULE P SCOPE OF SERVICES

resource agencies, and review boards, as needed, to review, discuss and progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

1.4 One-on-One Meetings with Valley Water

The Consultant Project Manager must provide a brief update of the teams work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a meeting/conference call with the DPM; frequency of these meetings and calls will be as directed by Valley Water.

1.5 Coordination and Communication with External Agencies

Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project activities as requested by Valley Water.

1.6 Public Outreach

If requested, the Consultant will provide support and assistance to Valley Water's public outreach activities and will relate to coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and performing other tasks as directed by the DPM.

1.7 Project-Specific Sub-Tasks

1.7.1 Additional Review Meetings Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the tasks.

Task 1 - Deliverables

1. Project Work Plan
2. Meeting Agendas, Minutes, and Presentations
3. Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at Valley Water's discretion

Task 1 - Assumptions

1. Notify Valley Water of any changes in scope or budget as soon as possible and determine actions, if necessary, to address these changes.
2. Maintain communication by being available by phone or e-mail and responding in a timely fashion.
3. Maintain Project Files.
4. Prepare monthly progress reports and invoices showing budgeted and actual costs versus work progress status and the projected spending versus progress.
5. Prepare correspondence and memoranda.

SCHEDULE P SCOPE OF SERVICES

6. Perform other project management activities necessary to keep the Project on schedule.

Task 2 - Geotechnical Investigation Services

- 2.1 Consultant will review and compile available, pertinent soils, geotechnical, geologic, and seismic data previously developed for private and public improvement projects that are available from the City of Palo Alto, City of San Jose, Caltrans, USGS, Valley Water and other public agencies.
- 2.2 Consultant shall utilize Underground Service Alert (USA), a private utility locator service sub-consultant, and other means and methods as appropriate, to mark and clear buried utilities from the proposed boring locations at each project site. Consultant shall follow all standard procedures, due diligence, and care in clearing the boring locations from underground utilities and be held liable for any damage to the utility caused by Consultant errors and omissions or negligence, including those of its sub-consultants. Valley Water shall be held harmless for any damage done to the utility during drilling operations performed by Consultant.
- 2.3 Prior to mobilizing any field exploration, Consultant will conduct a detailed site reconnaissance to identify and assess site health and safety issues. Consultant will prepare a site-specific Health and Safety Plan for all field activities. Valley Water will provide any known site-specific safety requirements for inclusion in this plan before drilling operations begin. The plan will be discussed in "tailgate" meetings with the field exploration crew members before daily field activities begin and with each person entering the site.
- 2.4.1 Consultant will apply for and obtain applicable permits from the local agency (e.g., city/county/Valley Water) having jurisdiction for the boring locations. [NOT USED]
- 2.4.2 Consultant will be responsible for adhering to permit requirements. Valley Water will also provide no-fee access to drilling on Valley Water property.
- 2.5 Consultant will perform geotechnical engineering field exploration services including developing an exploratory Boring Program specifying boring locations, depth, and drilling method, along the proposed pipeline alignments described above.
- 2.5.1 At completion of each boring installation, Consultant will ensure borings are backfilled with cement grout in accordance with Valley Water requirements, and soil cuttings from the borings will be drummed, analytically tested for waste characterization, and transported off-site for proper disposal.
- 2.5.2 The Geotechnical Investigation shall be performed by or under the charge of a Geotechnical Engineer licensed in the State of California.
- 2.5.3 Selected crossing locations have been identified for the installation of piezometers for the purpose of monitoring the groundwater levels at those locations from now until the project construction. This scope includes only installation of the piezometers and does not include monitoring events.
- 2.6 Consultant will conduct laboratory testing on selected soil samples from the borings to determine soil properties and confirm soil classifications. Laboratory testing includes, but

SCHEDULE P SCOPE OF SERVICES

is not limited to moisture content, dry soil density, sieve analysis, Atterberg limits, consolidation testing and soil shear strength, minimum resistivity, pH, chloride and sulfate. Results will be presented in the Final Geotechnical Data Report.

- 2.7 Consultant will prepare a Draft and Final Geotechnical Data Report for review and comment by Valley Water, that presents at a minimum, subsurface conditions encountered, field and laboratory test data, logs of test borings and site plan showing the location of each exploration.

Task 2 - Deliverables

Deliverables include the following:

1. Health and Safety Plan
2. Proposed Boring Program
3. Local Agencies Permits [Not Used]
4. Draft Geotechnical Data Report
5. Final Geotechnical Data Report

Task 2 - Assumptions

Drawings and documents for approval shall be marked as Preliminary until approved by Valley Water.

Task 3 - Supplemental Services

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, Consultant must obtain written authorization in the form of a Task Order approved by Valley Water's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, Subsection 13, Task Orders; and Appendix Three, of the Standard Consultant Agreement, Task Order Template.

3.1 Specific examples include:

- 3.1.1 Hazardous waste disposal
- 3.1.2 Additional mobilizations (drill rig, traffic control, staff)
- 3.1.3 Additional environmental testing
- 3.1.4 Addition of data logger & vibrating wire piezometer installations
- 3.1.5 Monitoring of piezometer installations

3.2 Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 2 as Task 3 Supplemental Services, to include but not be limited to:

- 3.2.1 Additional meetings (in-person or teleconference calls);

SCHEDULE P SCOPE OF SERVICES

- 3.2.2 Additional status/progress reports;
- 3.2.3 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications;
- 3.2.4 Additional public outreach visual materials; and
- 3.2.5 Additional drilling locations to obtain supplemental subsurface data.

7. Attachments

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule P - Fees and Payments
Attachment Two to Schedule P - Schedule of Completion
Attachment Three to Schedule P - Consultant's Key Staff and Subconsultants
Attachment Four to Schedule P - Reference Materials

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**SCHEDULE P
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$1,107,408** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by Valley Water to the Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	\$106,257
2	Geotechnical Engineering Investigation Services	\$901,151
3	Supplemental Services	\$100,000
Total Not-to-Exceed Fees		\$1,107,408

3. Terms and Conditions

- A. Payments for services performed, as defined in this Schedule, which applies to the specific Services, will be based on the following terms:
1. Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
 2. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

**SCHEDULE P
ATTACHMENT ONE
FEES AND PAYMENTS**

B. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager will be billed on a monthly basis at actual cost with no markup linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager for a different type of vehicle.
4. Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

- C. For staff with rates exceeding the rate of \$[RATE LIMIT]/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. [NOT USED]

D. Prevailing Wage Requirements

1. The Scope of Services described in Task 2 Geotechnical Engineering Investigation Services are considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.

**SCHEDULE P
ATTACHMENT ONE
FEES AND PAYMENTS**

2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE P
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant:	
Senior Principal Professional	\$286.40
Program Manager	\$262.12
Principal Professional	\$245.03
Project Manager III	\$247.64
Project Manager I	\$153.10
Project Professional	\$153.10
Staff Professional II	\$130.09
Staff Professional I	\$118.80
Senior CADD Designer	\$130.09
Staff Professional II - Prevailing Wage Regular Time	\$181.73
Staff Professional II - Prevailing Wage Over Time	\$241.05
Staff Professional I - Prevailing Wage Regular Time	\$165.96
Staff Professional II = Prevailing Wage Over Time	\$220.14
Senior Project Controls Professional	\$144.50
Project Controls Professional	\$127.80
Administrative	\$114.60
Subconsultants:	
Pitcher Drilling	
Mob/Demob Truck Drill, support truck & liftgate truck	\$1400/day
Mob/Demob Track Drill & Liftgate Truck	\$1800/day
Mob/Demob Track Support Carrier (Morooka)	\$600/day
HSA/Solid Flight Auger/MR Truck Drill, 3 borings, 9 hr shifts	\$4200/day
Truck drill, install 2" standpipe piezometers	\$4200/day
HAS/MR track drill, borings, 9 hr shifts	\$4600/day
Track drill, install 2" standpipe piezometers	\$4600/day
Option – Track support vehicle (Morooka)	\$500/day
Drilling Additives, Visqueen, etc.	\$250/day
Portland Cement Grout (\$5/ft)	\$500/day
Standpipe piezometers Materials (\$14/ft)	\$14/foot

**SCHEDULE P
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
Monitoring Well Box Installations (Heavy Duty)	\$350/each
55-gallon drums	\$65/each
2.5" Liners & camps \$8 each	\$360/day
Shelby Tubes & Caps (\$45 each)	\$450/day
Additional Field Technician	\$1150/day
Liftgate Truck Rental	\$400/day
Overtime Drill Truck (2-man crew)	\$580/hour
Overtime Additional Technician	\$180/hour
Taxes on Materials	9%
Vibrating Wire Piezometer, 100 psi disk filter with thermistor	\$417/each
Signal Cable, PVC, 4-22g Aluminum Shield	\$0.50/foot
4 Channel V-Logger	\$1195/each
Lithium D-Cell, Installed 3.6V 19Ah Non-recharge	\$30/each
Exploration Geoservices	
8-hour day, 3-man crew, prevailing wage	\$455/hour
Overtime, 3-man crew, prevailing wage	\$692/hour
Grout	\$7/foot
Visqueen Roll	\$100/roll
Mud Trailer	\$85/day
Travel, 3-man crew, OT	\$363/hour
Spoils Drums	\$93/each
Drum Offhaul and Disposal	\$190/each
Drum (Composite) Analytical Testing	\$405/each
Support Truck	\$140/day
Bay Area Traffic Services (BATS)	
Traffic Control, 2-man crew 8-hour weekday	\$1590/day
Traffic Control, time exceeding 8-hous, per traffic tech	\$135/hour
Engineer Stamped Traffic Control Plans (3-4 business day turnaround), up to 3 sheets	\$500/each
1st Call Utility Clearance	
Utility clearance (up to 15 borings)	\$2000/day
McC Campbell Analytical	
CAM 17 Metals (TTLC)	\$150/each
SM4500H+B (pH)	\$12/each
SW8015B (Diesel & Motor Oil)	\$50/each

**SCHEDULE P
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
SW8021B/8015Bm (G/MBTEX)	\$50/each
SW8083 (PCBs Only)	\$56/each
SW6020 (Metals) (STLC) (2 Metals)	\$40/each
Sample Disposal Fee	\$2/each
STLC (rotated) Extraction	\$56/each
Integrated Waste Management	
Drill Spoils Transport (Per 5 Drums)	\$1400/trip
Drill Spoils Disposal (non-haz)	\$149/drum
Drill Spoils Disposal (haz)	\$400/each
Cerco Analytical	
Reporting	\$10/each
ASTM Corrosivity Test Methods (w/brief evaluation)	\$250/each

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**SCHEDULE P
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **December 31, 2022**, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Term of Agreement
2	Geotechnical Investigation Services	5 months
3	Supplemental Services	Term of Agreement

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**SCHEDULE P
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
Bill McCormick	Senior Principal Professional	Project Manager, Engineering Geology	2240 Northpoint Parkway Santa Rosa, CA 95407 707-543-8225 bmccormick@kleinfelder.com
Andrea Traum	Program Manager	Principal-In-Charge	380 N 1 st Street, Suite A San Jose, CA 95112 408-595-3275 atraum@kleinfelder.com
Mark Fuhrman	Senior Principal Professional	Lead Geotechnical Engineer	1330 Broadway #1200 Oakland, CA 94612 510-628-8119 mfuhrman@kleinfelder.com
Ken Sorensen	Senior Principal Professional	Trenchless Technologies Lead	2882 Prospect Park Drive Rancho Cordova, CA 95670 916-366-2350 ksorensen@kleinfelder.com
Glen Gorski	Project Manager III	QA/QC Review	380 N 1 st Street, Suite A San Jose, CA 95112 510-459-6297 ggorski@kleinfelder.com
Dennis Doherty	Senior Principal Professional	Trenchless Technologies QA/QC	1 Beacon Street, Suite 8100 Boston, MA 02108 ddoherty@kleinfelder.com
Taiming Chen	Project Manager III	Geotechnical Engineering	1330 Broadway #1200 Oakland, CA 94612 tchen@kleinfelder.com
Renie Yuen	Senior Professional	Geotechnical Engineering	1330 Broadway #1200 Oakland, CA 94612 510-628-8129 ryuen@kleinfelder.com
Martin Pucci	Senior Professional	Geotechnical Engineering, Slope Stability, Trenchless	2240 Northpoint Parkway Santa Rosa, CA 95407 707-543-8224 mpucci@kleinfelder.com
Jeff Richmond	Senior Professional	Engineering Geology	2240 Northpoint Parkway Santa Rosa, CA 95407 707-543-8208 jrichmond@kleinfelder.com

**SCHEDULE P
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

2. The following Subconsultants are authorized to perform Services on the Project:

Firm	Project Role	Contact Information
1 st Call Utility Locating	Utility Clearances	Serdar Tas 4420 Nevin Avenue Richmond, CA 94805 415-235-8410 info@1stcallutilitylocating.com
Bay Area Traffic Solutions (BATS)	Traffic Control Plans, Traffic Control	Martha Ochao 44800 Industrial Drive Fremont, CA 95438 510-657-2543 mochoa@gobats.net
Cerco Analytical, Inc.	Corrosion Testing	Darlene Langford 1100 Willow Pass Court Concord, CA 94520 925-462-2771 darlene@cercoanalytical.com
McCampbell Analytical	Environmental Testing	Angela Rydelius 1534 Willow Pass Road Pittsburg, CA 94565 877-252-9262 angela@mccampbell.com
Pitcher Drilling Company	Geotechnical Drilling, Piezometer Installation	Terry Shewchuk 218 Demeter Street East Palo Alto, CA 94303 650-328-8910 tshewchuk@pitcherservicesllc.com
Exploration Geoservices, Inc.	Geotechnical Drilling, Piezometer Installation	Bruce McCall 1535 Industrial Avenue San Jose, CA 95112 408-280-6822 john@explorationgeo.com
Taber Drilling	Geotechnical Drilling, Piezometer Installation	Steve Taber 536 Galveston Street West Sacramento, CA 95691 916-371-8234 STaber@taberdrilling.com
Cuesta Geo, Inc.	Geotechnical Drilling, Piezometer Installation	Chris Krieg 2709 Kapalua Court Fairfield, CA 94534 855-713-1088 philip@coopertestinglabs.com

**SCHEDULE P
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Information
Cooper Testing Laboratory	Geotechnical and Environmental Lab Testing	Philip Jacke 937 Commercial Street Palo Alto, CA 94303 650-213-8436 philip@coopertestinglabs.com

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**SCHEDULE P
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Pipeline alignment for the Palo Alto Advanced Water Purification Facility to the Los Gatos Recharge System (LGRS), Valley Water's KMZ files as of December 2020
4	Pipeline alignment for the San Jose Advanced Water Purification Facility to the Los Gatos Recharge System (LGRS), Valley Water's KMZ files as of December 2020

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Santa Clara Valley Water District

File No.: 21-0572

Agenda Date: 6/22/2021

Item No.: 8.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Valley Water Headquarters Campus Signage Update.

RECOMMENDATION:

Receive information on the progress of the campus signage plans and consider options for the headquarters boardroom glass sign.

SUMMARY:

Efforts to update the headquarters campus signage to reflect Santa Clara Valley Water District's (Valley Water) rebranded identity continues. Staff will provide a brief presentation on the design selections regarding campus signage, and request the Board of Directors' selection of an option for the glass sign that hangs behind and above the Boardroom dais.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Rachael Gibson, 408-630-2884

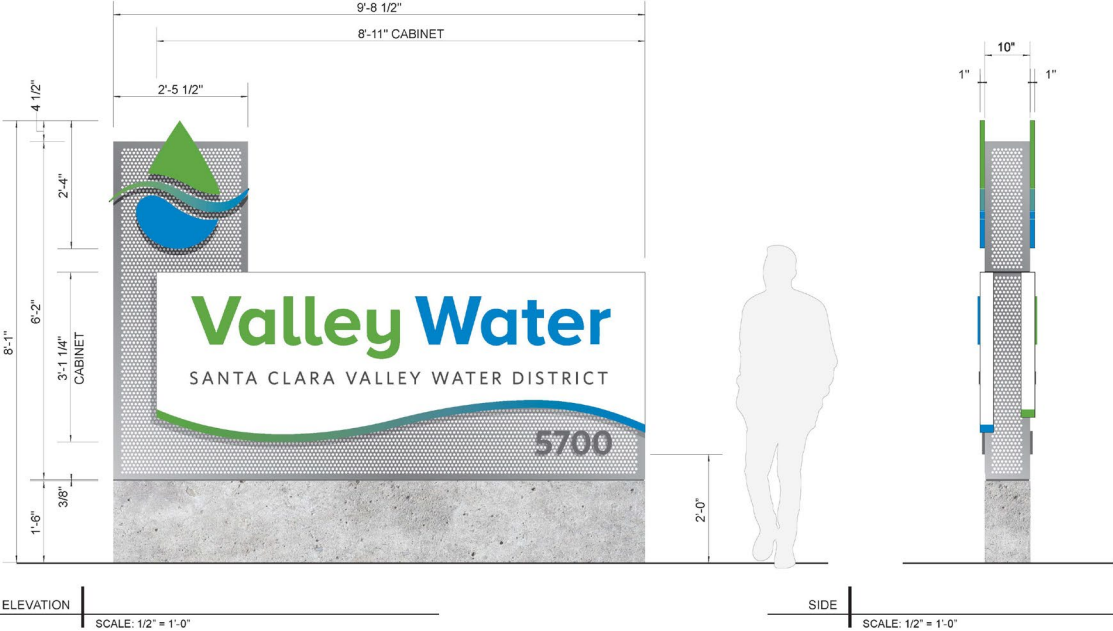
Valley Water Signage Updates

June 22, 2021

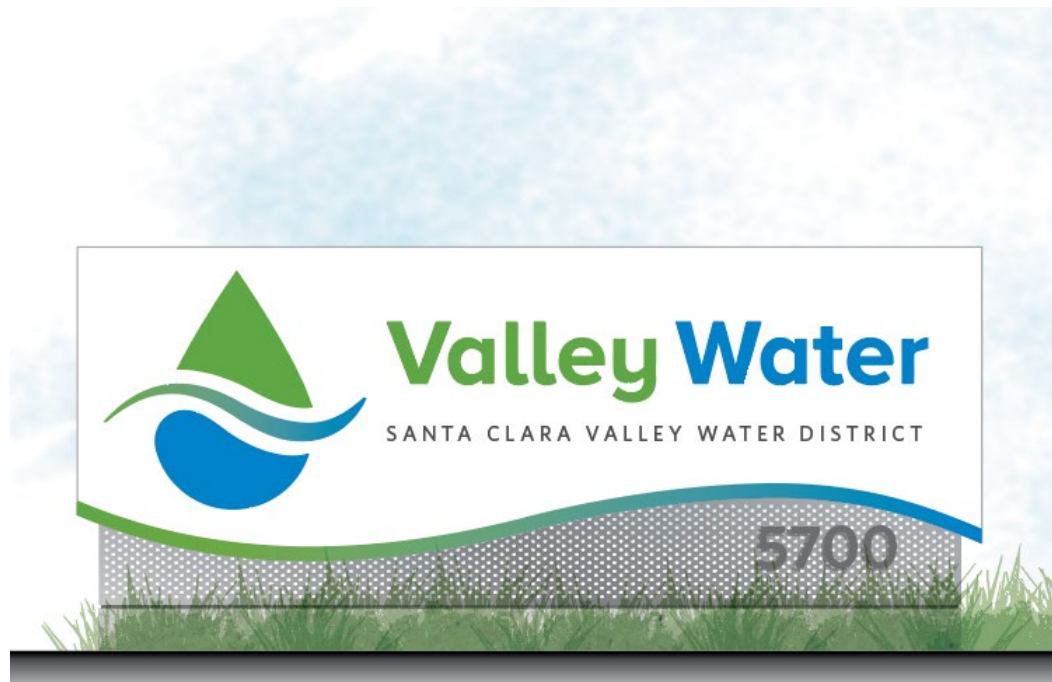
Valley Water Signage Updates

1. Campus Site ID
2. Primary Site ID
3. Headquarters Brick Sign
4. Headquarters Boardroom Glass Sign:
Review and Approve

1. Campus Site ID

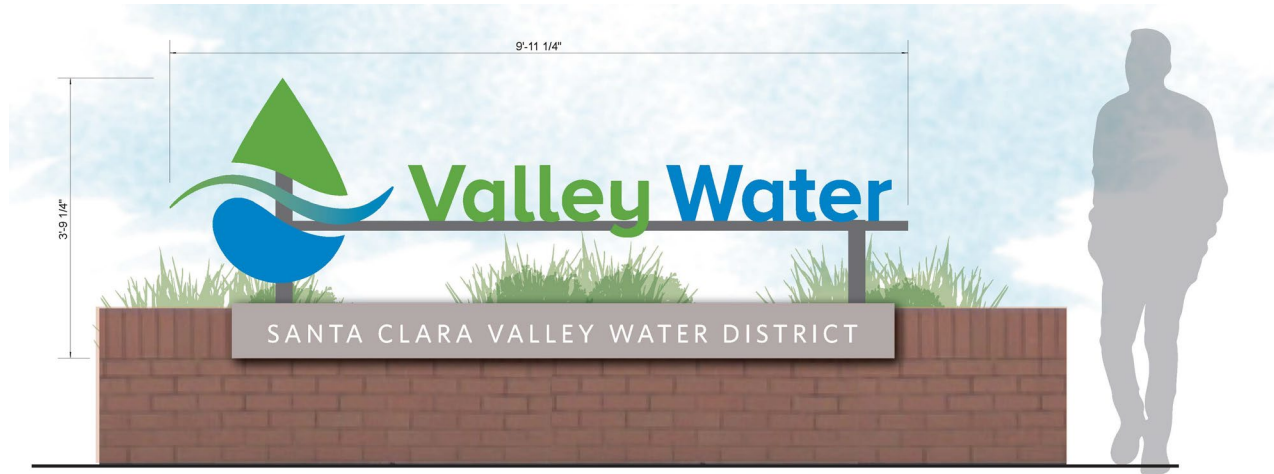


2. Primary Site ID Options



Monument signs at campus entrances other than the entrance to the Headquarters roundabout.

3. Headquarters Brick Sign



4. Headquarters Boardroom Glass Sign: *Review and Approve*

1.



2.

STAFF
PICK



3.



4.





Santa Clara Valley Water District

File No.: 21-0665

Agenda Date: 6/22/2021
Item No.: *9.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

CEO and Chiefs' Report.

ATTACHMENTS:

*Handout 9.1-A: Office of Government Relations Update

SUMMARY FOR JUNE 22, 2021

Office of Government Relations Legislative Update



FEDERAL ADVOCACY EFFORTS



Director Santos and Valley Water staff presenting the Shoreline project to USACE's New Commander.

Director Santos and Staff Welcome New Army Corps San Francisco District Commander with Shoreline and Upper Guadalupe Projects Tour

On May 19, Director Richard Santos and Valley Water staff joined incoming commander of the U.S. Army Corps of Engineers San Francisco District, Lieutenant Colonel Kevin Arnett, for a tour of the South San Francisco Bay Shoreline Project and the Upper Guadalupe River Project. Colonel Arnett was joined by outgoing commander, Lieutenant Colonel John Cunningham; the incoming deputy district commander, Major Andrew Boggs; and other Corps officials and staff from the California State Coastal Conservancy. Director Santos provided welcoming remarks at Shoreline and Deputy Operating Officer for Watershed Design and Construction, Rechelle Blank, provided an oral presentation of the project before the group began a walking tour along the Reach 2/3 levee. Following the tour at Shoreline, the group departed for a brief stop along Reaches 7 and 8 of the Upper Guadalupe River Project. The purpose was for Colonel Arnett to see two of the District's priority projects and receive a high-level overview of the benefits and challenges present for each project. Colonel Arnett will assume command of the District in mid-July. Valley Water thanks Colonel Cunningham for his close partnership over the past two years, and we look forward to building on this partnership with Colonel Arnett.

STATE ADVOCACY EFFORTS



Assemblymember Robert A. Rivas (D-Hollister) presents AB 271 in the Senate Governance and Finance Committee on June 10, 2021

AB 271 Robert Rivas
Santa Clara Valley Water District: contracts: best value procurement.

Valley Water Sponsored Bills Update

AB 271 (R. Rivas) our sponsored bill to use best value procurement for the Anderson Dam Seismic Retrofit Project was heard and passed out of the Senate Governance and Finance Committee on June 10. The bill now moves forward to the Senate Appropriations Committee where it will be heard before the August 27 deadline for the fiscal committees to meet and report bills to the floor.

SB 786 (Becker) regarding the District Act Bond Reforms has passed the Senate Floor on a 38-0 vote with two members absent on May 13. The bill has been referred to Senate Rules Committee where Valley Water has requested the bill be held to allow for negotiations on the Board meeting days compensation sunset provisions. The bill may be held in its current place until January of 2021 to allow for the negotiations.

State Legislative Session Reaches Halfway Point

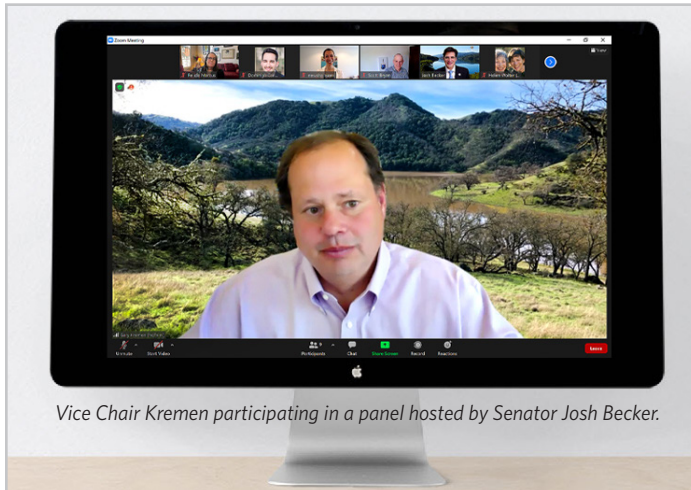
The state legislature has now passed the point at which all the bills introduced in their house of origin have been passed to the other house. Some notable bills the Valley Water Board has adopted a position on which continue to move through the process include:

- AB 361 (R. Rivas) would allow property owners to be indemnified for voluntarily allowing stream restoration work on their property.
- SB 274 (Wieckowski) would allow public agencies to deliver their legislative body agenda items via email or website link.
- SB 559 (Hurtado) would provide state funding to help restore the capacity of the Friant-Kern Canal, Delta-Mendota Canal, San Luis Field Division of the California Aqueduct, and the San Joaquin Division of the California Aqueduct.
- SB 626 (Dodd) would allow the Department of Water Resources to use the design-build and Construction Manager/General Contractor project delivery methods for facilities of the State Water Project, excluding through Delta conveyance.

The legislature continues with the legislative session through the September 10 deadline when all bills are required to be passed on to the Governor for a signature or veto.

[continued on back »](#)

LOCAL ADVOCACY AND ENGAGEMENT EFFORTS



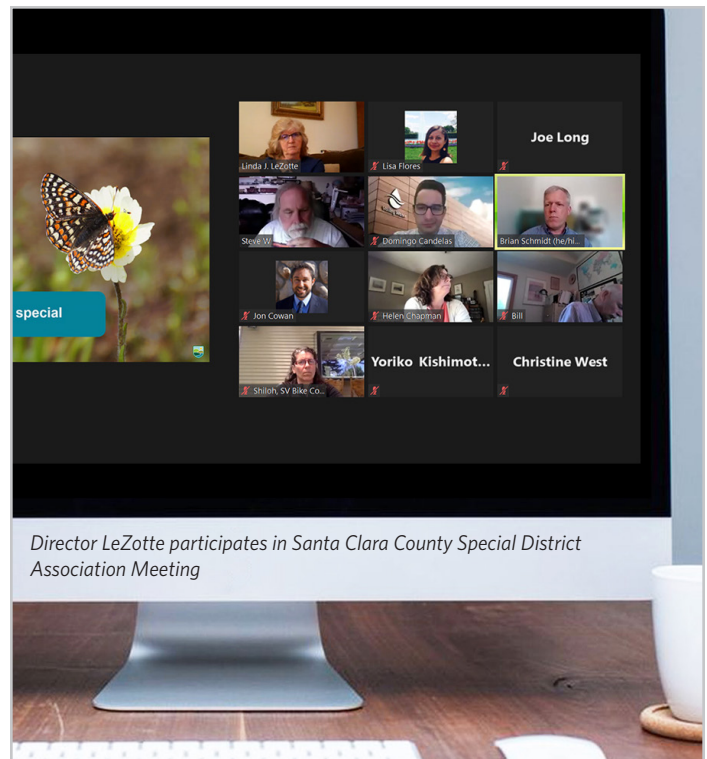
Vice Chair Kremen Talks Drought and Water Conservation

On May 27, Vice Chair Gary Kremen spoke as a panel expert during State Senator Josh Becker's event to discuss the current and future outlook for water in our region, the steps being taken to respond to the drought, and recent innovations in water technology. The conversation also provided an opportunity to share the realities of the current drought situation and the actions Valley Water is taking to continue to provide Silicon Valley with safe clean and reliable water.

Upcoming Events:

Note: due to the Coronavirus (COVID-19), staff is not physically participating in any events during the month of June. Staff is participating in virtual events as they are planned and will assess participation in events in July to follow the Santa Clara County's tier orders.

- June 18, 2021, APALI 24th Anniversary Gala
- June 24, 2021, BAYMEC Community Foundation Premier of documentary *Queer Silicon Valley/Museum Exhibit*
- June 25, 2021, SVLG Energy and Sustainability Summit (Race to Net Zero)



Santa Clara County Special District Association Quarterly Meeting

On June 8, Director Linda LeZotte participated in the Santa Clara County Special Districts Association's (SCCSDA) meeting. This quarter's meeting facilitated by the Office of Government Relations included a non-profit panel presentation from Brian Schmidt of Green Foothills and Shiloh Ballard of the Silicon Valley Bicycle Coalition where they spoke about how their nonprofits worked with and collaborate with special districts to positively impact the community.

Redistricting Advisory Committee hosts Virtual Trainings

The Redistricting Project is hosting virtual trainings for the Redistricting Advisory Committee (RAC). Trainings are scheduled to take place on June 23, July 14, and August 18 and will cover various topics relating to redistricting before proceeding to the outreach meetings in all seven districts. Staff is working with the Consultant and Communications team to solicit community input for the effort. More information can be found on our website, <https://www.valleywater.org/how-we-operate/redistricting>.

Federal Legislation Active in June 2021 with Board-Approved Positions

Bill (Author)	Subject	Position	Status
S. 91 (Sinema) H.R. 535 (Garamendi)	Special Districts Provide Essential Services Act of 2021	Support and Amend	Introduced
H.R. 610 (Speier)	San Francisco Bay Restoration Act	Support	Reported favorably from House Committee on Transportation & Infrastructure on March 24, 2021
H.R. 1015 (Napolitano)	Water Recycling Improvement and Investment Act	Support	Introduced
H.R. 737 (Valadao)	Responsible, No-Cost Extension of Western Water Infrastructure Improvements for the Nation (RENEW WIIN) Act	Support	Introduced

Federal Legislation Active in June 2021 with Board-Approved Positions (continued)

Bill (Author)	Subject	Position	Status
H.R. 848 (Thompson)	Growing Renewable Energy and Efficiency Now (GREEN) Act of 2021	Support and Amend	Introduced
H.R. 866 (Calvert)	Federal Integrated Species Health (FISH) Act	Support	Introduced
H.R. 644 (Calvert)	Reducing Environmental Barriers to Unified Infrastructure and Land Development Act of 2019	Support	Introduced
S. 101 (Markey)	Environmental Justice Mapping and Data Collection Act of 2021	Support	Introduced
H.R. XXXX	American Jobs Plan Act (draft infrastructure package)	Support and Amend	Not yet introduced
S. XXXX (Feinstein)	Draft "Support To Rehydrate the Environment, Agriculture, and Municipalities (STREAM) Act"	Support and Amend	Not yet introduced
S. 1179 (Feinstein) H.R. 2552 (Costa)	Canal Conveyance Capacity Restoration Act	Support	Introduced
S. 914 (Duckworth)	Drinking Water and Wastewater Infrastructure Act of 2021	Support and Amend	Passed Senate on April 29, 2021
H.R. 1915 (DeFazio)	Water Quality Protection and Job Creation Act of 2021	Support	Introduced
H.R. 1848 (Pallone)	Leading Infrastructure for Tomorrow's America (LIFT America) Act	Support	Introduced

State Legislation Active in June 2021 with Board-Approved Positions

Bill (Author)	Subject	Position	Status
AB 271 (R. Rivas)	Timely, Safe and Expert Construction for the Anderson Dam Project	Sponsor	Pending – Senate Governance and Finance Committee
AB 315 (Stone)	Voluntary Stream Restoration Property Owner Liability: Indemnification	Support	Pending – Senate Rules Committee
AB 361 (R. Rivas)	Open Meetings: Local Agencies: Teleconferences	Support	Pending – Senate Governance and Finance Committee
AB 905 (Quirk)	Mobile Fueling On-Demand Tank Vehicles: Performance Standards	Support	Pending – Assembly Transportation Committee – 2 Year Bill
AB 959 (Mullin)	Park Districts: Regulations: Nuisances: Abatement	Support	Pending – Senate Rules Committee
AB 979 (Frazier)	Sacramento-San Joaquin Delta: Projects: Sea Level Rise Analysis Report	Oppose	Failed – Assembly Appropriations Committee – Suspense
AB 1110 (R. Rivas)	Zero-Emission Vehicles: Office of the California Clean Fleet Accelerator: Climate Catalyst Revolving Loan Fund Program	Support	Pending – Senate Rules Committee
AB 1500 (E. Garcia)	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022	Support and Amend	Pending – Assembly Rules Committee – 2 Year Bill
SB 45 (Portantino)	Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022	Support and Amend	Pending – Senate Inactive File
SB 274 (Wieckowski)	Local Government Meetings: Agenda and Documents	Support	Pending – Assembly Local Government
SB 323 (Caballero)	Local Government: Water or Sewer Service: Legal Actions	Support	Pending – Assembly Local Government
SB 351 (Caballero)	Water Innovation Act of 2021	Support	Failed – Senate Appropriations Committee – Suspense

State Legislation Active in June 2021 with Board-Approved Positions (continued)

Bill (Author)	Subject	Position	Status
SB 372 (Leyva)	Medium- and Heavy-Duty Fleet Purchasing Assistance Program: Zero-Emission Vehicles	Support	Pending – Assembly Desk
SB 496 (Laird)	Flood Control: Water Development Projects: Pajaro River	Support	Pending – Assembly Desk
SB 559 (Hurtado)	Department of Water Resources: Water Conveyance Systems: Canal Conveyance Capacity Restoration Fund	Support	Pending – Assembly Water, Parks, & Wildlife Committee
SB 626 (Dodd)	Department of Water Resources: Procurement Methods	Support	Pending – Assembly Desk
SB 786 (Becker)	Smart Financing for Water Infrastructure	Sponsor	Pending – Assembly Local Government Committee – 2 Year Bill