



Santa Clara Valley Water District Board of Directors Meeting

Teleconference Zoom Meeting

11:00 AM CLOSED SESSION AND 1:00 PM REGULAR MEETING AGENDA

**Tuesday, November 9, 2021
11:00 AM**

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.

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Santa Clara Valley Water District
Board of Directors
11:00 AM CLOSED SESSION AND
1:00 PM REGULAR MEETING AGENDA

Tuesday, November 9, 2021

11:00 AM

Teleconference Zoom Meeting

IMPORTANT NOTICES

*****BY VIRTUAL TELECONFERENCE ONLY*****

Pursuant to California Government Code section 54953(e), this meeting will be held by teleconference only. No physical location will be available for this meeting; however, members of the public will be able to participate in the meeting as noted below.

In accordance with the requirements of Gov. Code Section 54954.3(a), members of the public wishing to address the Board/Committee at a video conferenced meeting, during public comment or on any item listed on the agenda, should use the "Raise Hand" tool located in the Zoom meeting link listed on the agenda, at the time the item is called. 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 <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/84757884064>
Meeting ID: 847 578 84064
Join by Phone:
1 (669) 900-9128, 84757884064#

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME CERTAIN:

11:00 AM

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 [21-1250](#)
CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION Pursuant to Government Code Section
54956.9(d)(2)
*Six Potential Cases
- *2.2. CLOSED SESSION [21-1251](#)
CONFERENCE WITH LEGAL COUNSEL
INITIATION OF LITIGATION Pursuant to Government Code Section
54956.9(d)(4)
*Six Potential Cases
- *2.3. CLOSED SESSION [21-1239](#)
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Silicon Valley Advanced Water Purification Center, 4190 Zanker
Road, San Jose, CA 95134 (APN: 01531063)
Agency negotiators: Rick Callender, *Melanie Richardson, Aaron Baker,
Vincent Gin, Kirsten Struve, Darin Taylor, Charlene Sun
Negotiating party: City of San Jose

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

[21-1217](#)

1:00 PM

Rejoin Zoom Meeting:
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- 2.5. District Counsel Report on Closed Session.
- 2.6. Pledge of Allegiance/National Anthem.
- 2.7. Orders of the Day.
A. *Approximate Discussion Time (Board); and*
B. *Adjustments to the Order of Agenda Items.*
- 2.8. 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.

- *2.9. Delta Conveyance Project Update.

[21-1219](#)

Recommendation: Receive presentations regarding the Delta Conveyance Project and discuss. This is an information-only item and no action is required.

Manager: Vincent Gin, 408-630-2633

Attachments: [*Handout 2.9-A: PowerPoint](#)

Est. Staff Time: 20 Minutes

*2.10 Monthly Drought Emergency Response and Water Supply Update.

[21-1182](#)

Recommendation: Receive an update on water supply conditions in Santa Clara County and staff's drought response efforts and provide direction to staff, as necessary.

Manager: Aaron Baker, 408-630-2135

Attachments: [*Supplemental Board Agenda Memo](#)
[*Supplemental Attachment 1: PowerPoint](#)
[*Supplemental Attachment 2: Drought Response Report](#)
[*Supplemental Attachment 3: November Water Tracker Report](#)

Est. Staff Time: 20 Minutes

3. CONSENT CALENDAR: (3.1 - *3.5) (Est. Time: 5 Minutes)

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

3.1. Resolution Declaring November 2021 as National Native American Heritage Month.

[21-1169](#)

Recommendation: Adopt the RESOLUTION DECLARING NOVEMBER 1 TO NOVEMBER 30, 2021, AS NATIONAL NATIVE AMERICAN HERITAGE MONTH.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Resolution](#)

3.2. Resolution Proclaiming November 14-20, 2021, as United Against Hate Week.

[21-1187](#)

Recommendation: Adopt a RESOLUTION PROCLAIMING NOVEMBER 14-20, 2021, AS UNITED AGAINST HATE WEEK.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Resolution](#)

- 3.3. Approve the First Amendment to Agreement for Possession and Use by and Between Santa Clara Valley Water District and the County of Santa Clara for Anderson Dam Tunnel Project, Coyote Percolation Dam Replacement Project, and Cross Valley Pipeline Extension Project as parts of the Federal Energy Regulatory Commission Order Compliance Project, under the Anderson Dam Seismic Retrofit Project No. 91864005, APN: 728-34-020, 729-36-001, 678-02-031 & -034, and 725-06-008; Real Estate File Nos. 9186-35, 9186-39, 9188-17, and 9232-52, Providing a No-Cost time extension to the Agreement (Unincorporated Santa Clara County) (District 1). [21-1198](#)

Recommendation: Approve the First Amendment to Agreement for Possession and Use by and Between Santa Clara Valley Water District and the County of Santa Clara, providing a no-cost time extension to the agreement.

Manager: Sue Tippetts, 408-630-2253

Attachments: [Attachment 1: Agreement](#)
[Attachment 2: First Amendment to Agreement](#)

- *3.4. Approval of Minutes. [21-1143](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 081021 CS and Regular Meeting](#)
[Attachment 2: 082321 Special Joint Minutes](#)
[Attachment 3: 082421 CS and Regular Meeting Minutes](#)
[Attachment 4: 090821 Special CS Meeting Minutes](#)
[Attachment 5: 091421 Regular Minutes](#)
[Attachment 6: 092021 Special CS Meeting](#)
[Attachment 7: 092821 Special Minutes](#)
[Attachment 8: 092821 CS and Regular Minutes](#)

- *3.5. Accept the CEO Bulletin for the Weeks of October 22 - November 4, 2021. [21-1212](#)

Recommendation: Accept the CEO Bulletin.

Manager: Rick Callender, 408-630-2017

Attachments: [Attachment 1: 110421 CEO Bulletin](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

*4.1. Board Committee Reports.

[21-1213](#)

Attachments: [*Handout 4.1-A: 092221 RWC Summary](#)
[*Handout 4.1-B: 102121 BPPC Summary](#)
[*Handout 4.1-C: 102521 JRWPC Summary](#)
[*Handout 4.1-D: 102721 Water Commission Summary](#)
[*Handout 4.1-E: 102721 RAC Summary](#)
[*Handout 4.1-F: 110321 RAC Summary](#)

4.2. Proposed Future Board Member Agenda Items.

5. WATER UTILITY ENTERPRISE:

- 5.1. Approve Sole-Source Purchase of Parts, Refurbishments, and Maintenance and Calibration Services from Xylem Water Solutions U.S.A., Inc. - WEDECO for Valley Water's Ozone Generating and Ultraviolet Disinfection Systems Over the Lifetime of Such Systems with Near-Term Procurements Estimated to Cost of \$920,000. [20-1156](#)

Recommendation: Approve Sole-Source Purchase of Parts, Refurbishments, and Maintenance and Calibration Services from Xylem Water Solutions U.S.A., Inc. - WEDECO for Valley Water's Ozone Generating and Ultraviolet Disinfection Systems Over the Lifetime of Such Systems with Near-Term Procurements Estimated to Cost of \$920,000.

Manager: Greg Williams, 408-630-2867

Attachments: [Attachment 1: 071321 Vendor Sole Source Letter](#)

Est. Staff Time: 5 Minutes

- 5.2. Approve Sole Source Purchase of Two (2) Online Trihalomethane (THM) Analyzers from Aqua Metrology Systems Limited (AMS) for Continuous Finished Water THM Monitoring at the Rinconada Water Treatment Plant (Project No. 93291012) and Penitencia Water Treatment Plant (Project No. 93231009) for a Not-To-Exceed amount of \$200,000. [21-1050](#)

Recommendation: Authorize the Chief Executive Officer to negotiate, execute, and amend the sole source purchase of two (2) online THM analyzers from AMS to obtain real-time THM data at Rinconada and Penitencia Water Treatment Plants from Aqua Metrology Systems Limited (AMS), in a not-to-exceed cost of \$200,000.

Manager: Sam Bogale, 408-630-3505

Est. Staff Time: 5 Minutes

- 5.3. Approve Agreement with Stantec Consulting Services, Inc. for Design Services for the Penitencia Water Treatment Plant Residuals Management Project, Project No. 93234044, CAS File No. 5204, for a Not-to-Exceed Fee of \$5,938,518 (San Jose), (District 3). [21-1051](#)

Recommendation: Approve the Consultant Agreement with Stantec Consulting Services, Inc. for Design Services for the Penitencia Water Treatment Plant Residuals Management Project, Project No. 93234044, for a not-to-exceed fee of \$5,938,518.

Manager: Heath McMahon, 408-630-3126

Attachments: [Attachment 1: Agreement](#)

Est. Staff Time: 5 Minutes

- *5.4. Update on the Condition of the Almaden Valley Pipeline and Determination that the Condition of the Almaden Valley Pipeline Continues to Constitute an Emergency (San Jose) (District 3). [21-1238](#)

Recommendation: A. Receive an update on the Almaden Valley Pipeline; and
B. Determine by a four-fifths vote of the Board that there is a need to continue the emergency action declared by the Chief Executive Officer (CEO) on November 2, 2021 pursuant to California Public Contract Code §22050, to repair the Almaden Valley Pipeline.

Manager: Greg Williams, 408-630-2867

Attachments: [Attachment 1: Declaration of Emergency](#)

Est. Staff Time: 5 Minutes

6. WATERSHEDS:

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

- *7.1. Receive and Discuss Information on the Pacheco Reservoir Expansion Project and Water Storage Investment Program Award Discussion, and Adopt a Resolution for Water Storage Investment Program Funding Commitment for the Pacheco Reservoir Expansion Project. [21-1006](#)

Recommendation: A. Receive and discuss information regarding the Pacheco Reservoir Expansion Project;
 B. Water Storage Investment Program Award Discussion;
 and
 C. Adopt the RESOLUTION for WATER STORAGE INVESTMENT PROGRAM FUNDING COMMITMENT FOR THE PACHECO RESERVOIR EXPANSION PROJECT.

Manager: Christopher Hakes, 408-630-3796

Attachments: [Attachment 1: Resolution](#)
 [Attachment 2: Rate Impact](#)
 [*Handout 7.1-A: Email, J. Michael](#)

Est. Staff Time: 10 Minutes

- 7.2. Overview of the Annual Capital Improvement Program Process and Integrated Financial Planning Schedule for Capital Projects, and Review of the Fiscal Year 2022-23 (FY23) Currently Unfunded Projects. [21-1142](#)

Recommendation: A. Receive overview of the Annual Capital Improvement Program Process and Integrated Financial Planning Schedule;
 B. Review list of Currently Unfunded Capital Projects; and
 C. Provide feedback as necessary.

Manager: Rechelle Blank, 408-630-2615

Attachments: [Attachment 1: PowerPoint](#)

Est. Staff Time: 10 Minutes

- *7.3. Report of Bids Received and Award of Construction Contract to Garney Pacific, Inc., in the Sum of \$12,867,059, for the Cross Valley Pipeline Extension Project, as Part of the Anderson Dam Seismic Retrofit Project, Project No. 91864005, Contract No. C0676 (Morgan Hill, Santa Clara County) (District 1). [21-1230](#)

Recommendation:

- A. Ratify Addenda No. 1, 2, 3, 4 and 5 to the Contract Documents for the Cross Valley Pipeline Extension Project;
- B. Award the Contract to Garney Pacific Construction, Inc in the sum of \$12,867,059; and
- C. Approve a contingency sum of \$1,930,059 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Manager: Chris Hakes, 408-630-3796

Attachments: [Attachment 1: Addenda Nos. 1, 2, 3, 4, and 5](#)
[Attachment 2: Project Delivery Process Chart](#)
[Attachment 3: Location Map](#)

Est. Staff Time: 20 Minutes

8. EXTERNAL AFFAIRS:

9. CHIEF EXECUTIVE OFFICER:

- *9.1. CEO and Chiefs' Report. [21-1214](#)

Attachments: [*Handout 9.1-A: Office of Racial Equity, Diversity & Inclusion](#)
[*Handout 9.1-B: Office of Communications Activities](#)
[*Handout 9.1-C: Watersheds Operations & Maintenance Report](#)

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 4:00 P.M. Closed Session and 6:00 P.M. Regular Meeting on November 23, 2021.

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Santa Clara Valley Water District

File No.: 21-1250

Agenda Date: 11/9/2021
Item No.: *2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL

ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2)

*Six Potential Cases

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Santa Clara Valley Water District

File No.: 21-1251

Agenda Date: 11/9/2021
Item No.: *2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL

INITIATION OF LITIGATION Pursuant to Government Code Section 54956.9(d)(4)

*Six Potential Cases

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Santa Clara Valley Water District

File No.: 21-1239

Agenda Date: 11/23/2021
Item No.: *2.3.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Silicon Valley Advanced Water Purification Center, 4190 Zanker Road, San Jose, CA 95134
(APN: 01531063)

Agency negotiators: Rick Callender, *Melanie Richardson, Aaron Baker, Vincent Gin, Kirsten Struve,
Darin Taylor, Charlene Sun

Negotiating party: City of San Jose

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Santa Clara Valley Water District

File No.: 21-1217

Agenda Date: 11/9/2021
Item No.: 2.4.

NON-EXHIBIT/CLOSED SESSION ITEM

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

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Santa Clara Valley Water District

File No.: 21-1219

Agenda Date: 11/9/2021

Item No.: *2.9.

BOARD AGENDA MEMORANDUM

SUBJECT:

Delta Conveyance Project Update.

RECOMMENDATION:

Receive presentations regarding the Delta Conveyance Project and discuss. This is an information-only item and no action is required.

SUMMARY:

Graham Bradner, Executive Director for the Delta Conveyance Design and Construction Authority (DCA), will introduce himself and discuss the DCA and Delta Conveyance Project (Project). Carrie Buckman, Environmental Program Manager for Delta Conveyance at the California Department of Water Resources (DWR), will also provide an update on the status of the Project planning process including permitting and environmental review.

Graham Bradner was appointed as Executive Director of the DCA in 2021. He has 20 years of experience in the evaluation, design, and construction of water supply infrastructure and retrofit of existing levees and dams in Northern California. Graham is a Professional Geologist in the State of California, and State-Certified Engineering Geologist and Hydrologist. Before joining the DCA, Graham managed the Sacramento Engineering Division for GEI Consultants, Inc. and served on the corporate Board of Directors. Graham joined DCA in 2019 as the lead for forebays and levees, studies, and program-wide evaluations as well as deputy to the Engineering Design Manager.

Carrie Buckman is responsible for environmental planning and permitting for the Delta Conveyance Project. Prior to working for DWR, Carrie was in the private sector for 21 years working on feasibility studies and environmental compliance for large water and restoration projects. She worked on planning efforts for Yolo Bypass fisheries restoration, the San Joaquin River Restoration Program, and Long-Term Water Transfers.

Background:

Santa Clara Valley Water District (Valley Water) has been engaged in planning efforts to improve the conveyance of State Water Project (SWP) and Central Valley Project (CVP) supplies across the Delta since 2006, recognizing that the current approach of diverting directly from rivers in the vulnerable

southern end of the Delta presents challenges and limitations.

In September 2019, the Valley Water Board of Directors adopted eight guiding principles for participation in the Project and on November 17, 2020, the Board adopted a resolution to approve a provisional participation percentage in the Project of 2.73 percent and authorize the Chief Executive Officer to increase Valley Water's provisional participation percentage up to a total of 3.23 percent if additional shares become available. Additional shares became available, and Valley Water increased its provisional participation rate to 3.23 percent.

The proposed Project would construct and operate new conveyance facilities that would be operated as part of the existing SWP infrastructure. Specifically, two new points of diversion with intake facilities would be located in the northern Delta and a single tunnel to convey water from the new intakes to the existing SWP facilities in the southern Delta. It has the potential to improve Valley Water's water supply reliability while improving the flexibility of the State's infrastructure to respond to environmental conditions in the Delta to reduce fishery impacts. Over the long term, the Project could improve water supply reliability in the face of climate change effects, including salinity intrusion from levee failures and sea level rise; improve access to transfer supplies; improve water quality; and enhance the benefit of storage projects.

Currently, DWR is developing an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) and the U.S. Army Corps of Engineers (USACE) has started preparing an Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA). Draft environmental documents are targeted for public review in mid-2022.

Additionally, DWR has undertaken public outreach efforts including conducting a series of webinars and workshops to provide technical information about the Project and environmental review process and to solicit community input on a potential Community Benefits Program. Four informational webinars for the public and interested stakeholders on topics related to the preparation of the Draft EIR were held. Topics included operations of the SWP, fisheries, climate change, and environmental justice. The last webinar in the series took place on September 16, 2021, and all are available to watch at <https://water.ca.gov/Programs/State-Water-Project/Delta-Conveyance/DCP-Informational-Webinars>. DWR and DCA have also been holding informational meetings with smaller groups within the Delta who may be more directly impacted by proposed Project facilities and construction activities and are making themselves available to speak to interested groups or individuals.

If the Project is approved, a Community Benefits Program would implement commitments to protecting and enhancing the cultural, recreational, natural resource and agricultural values of the Delta as part of the project. The Community Benefits Program workshops welcomed those that live, work, or recreate in the Sacramento-San Joaquin Delta to give input on what objectives and projects within a Community Benefits Program would be beneficial to the Delta community. DWR held three workshops for the general public and two for tribal interests. The general public workshops are viewable at <https://water.ca.gov/Programs/State-Water-Project/Delta-Conveyance/Community-Benefits-Program>.

Next Steps:

In November 2020, the Board authorized the CEO to negotiate and execute a funding agreement with DWR committing up to \$4,034,001 for Project environmental planning and design costs incurred in Calendar Years 2021 and 2022, with an option to commit up to an additional \$6,972,348, upon future approval of the Board, for Project environmental planning and design costs incurred in Calendar Years 2023 and 2024. Staff anticipates bringing to the Board the funding decision for Calendar Years 2023 and 2024 in April of 2022.

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:

*Handout 2.9-A: PowerPoint

UNCLASSIFIED MANAGER:

Vincent Gin, 408-630-2633

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***Handout 2.9-A**
11/09/2021



Delta Conveyance Project Update

Valley Water Board Meeting | Item 2.9

Graham Bradner, DCA Executive Director

Carrie Buckman, DWR Environmental Manager

November 9, 2021

WWW.WATER.CA.GOV/DELTA CONVEYANCE | DCDCA.ORG



DCA

Agenda

- 1. DCP Introduction**
- 2. DCA Engineering Update**
- 3. DWR Planning Update**



New Normal Reinforces Need to Modernize Delta Conveyance



- Less snow and more rain expected over shorter and less predictable durations
- Frequent drought and flood cycles expected
- Our goal: capture water when it is available to potentially store for later use and drought
- Adding diversions—creating flexibility—promotes a more resilient and flexible State Water Project in the face of unstable future conditions



Time to Modernize Now - Risks are Mounting

Purpose

- Modernize the aging SWP infrastructure in the Delta to restore and protect the reliability of SWP water deliveries in a cost-effective manner, consistent with the State's Water Resilience Portfolio.

Objectives

- **Address** sea level rise and climate change
- **Minimize** water supply disruption due to seismic risk
- **Protect** water supply reliability
- **Provide** operational flexibility to improve aquatic conditions



GRAHAM BRADNER, DCA EXECUTIVE DIRECTOR

DCA Engineering Update



Delta Conveyance – Engineering Summary

Three Alignments

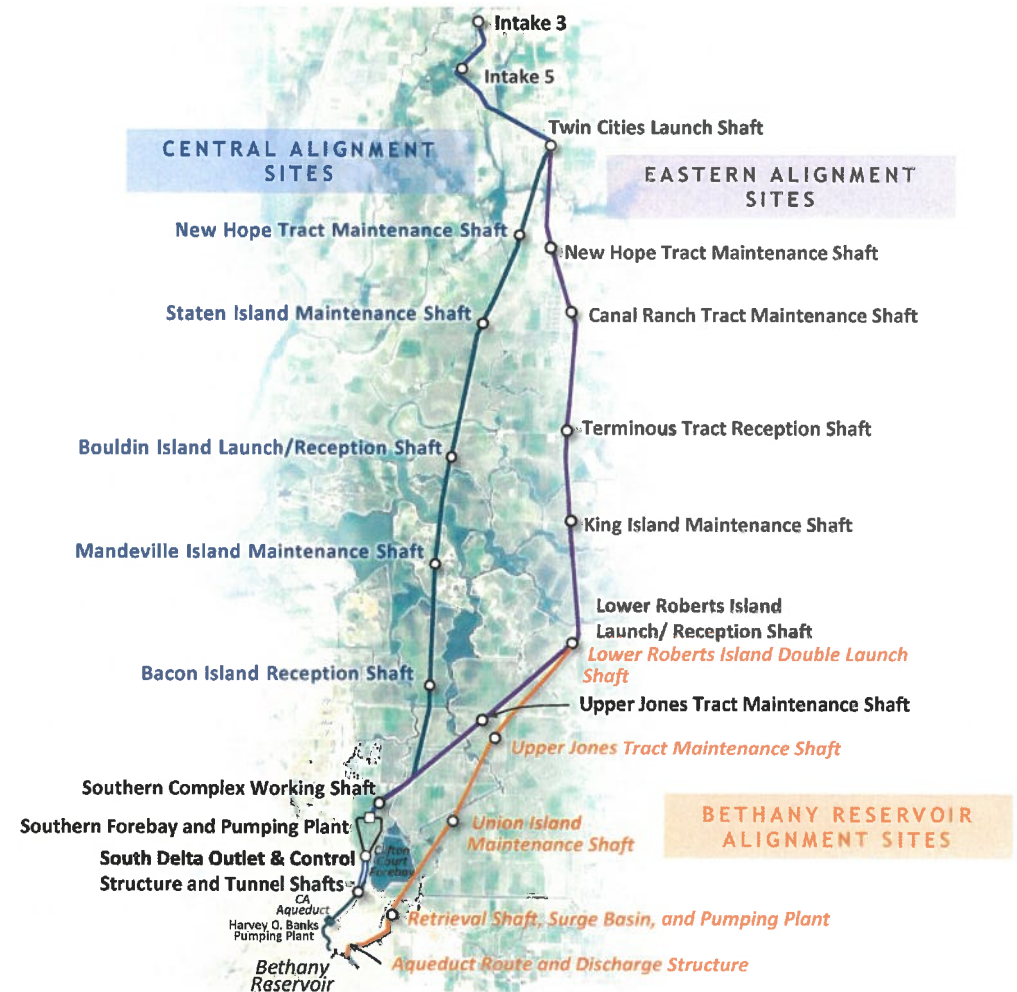
- Central
- Eastern
- Bethany

Two Engineering Project Reports

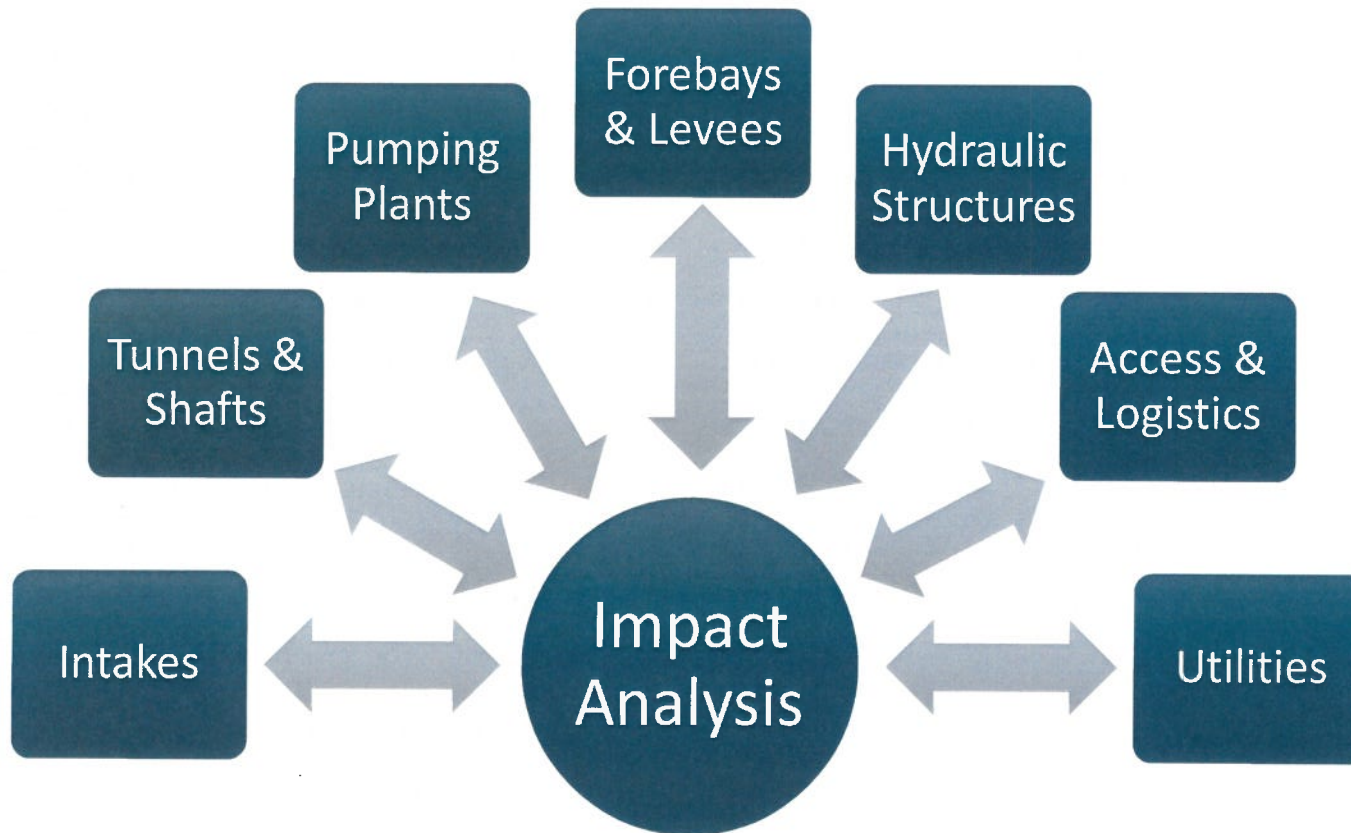
- Central/Eastern Corridors for Proposed Project
- Bethany Reservoir Alternative

Four Capacity Options

- 3,000 cfs
- 4,500 cfs
- 6,000 cfs – Proposed Project
- 7,500 cfs



Engineering Input for Impact Analysis

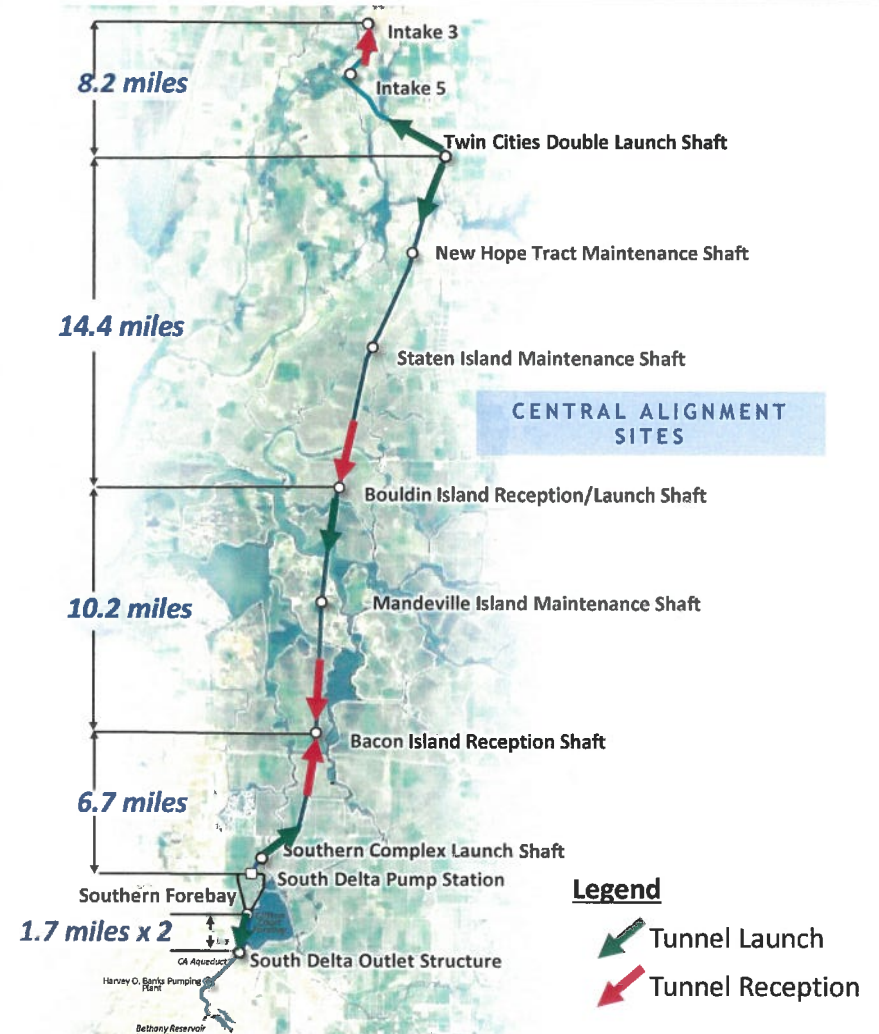


Key Considerations

- Facility Siting
- Geotechnical Conditions
- Roads/Bridges/Rail
- Systemwide Soil Balance
- Reusable Tunnel Mat'l Management (RTM)
- Flood Risk Reduction
- On-site Concrete Batch Plants
- Power and Water
- SCADA/Comms

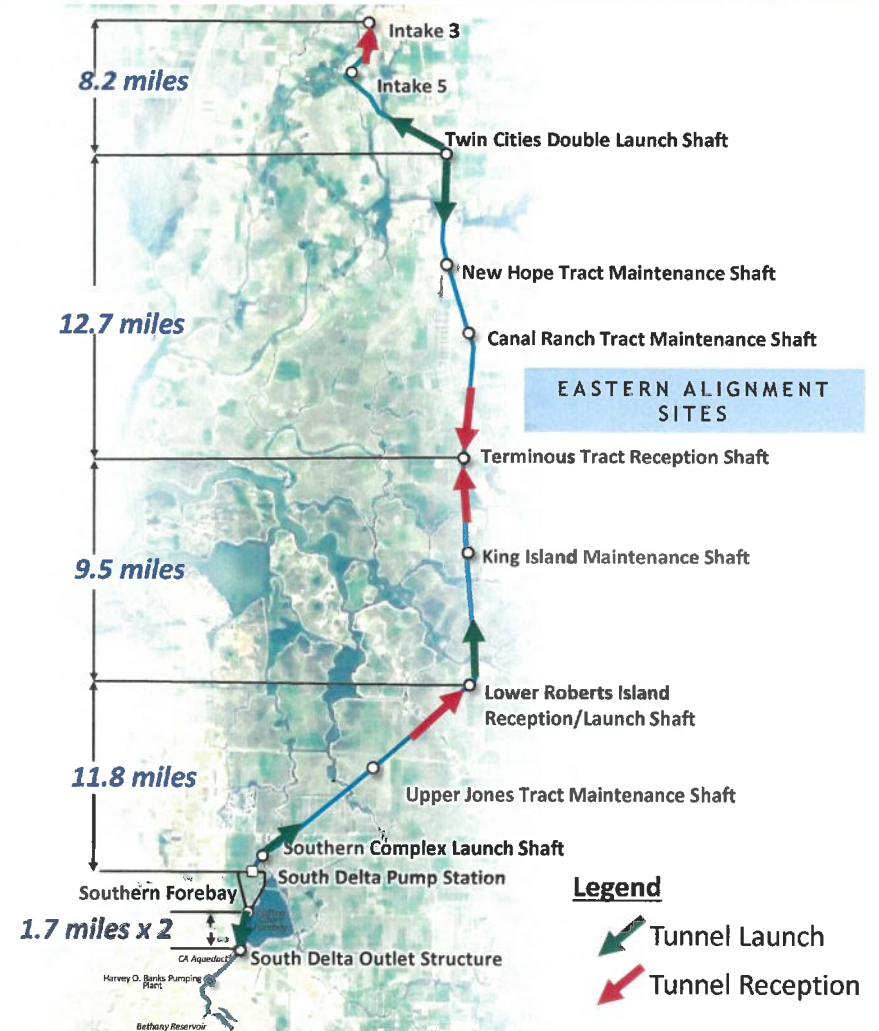
Central Alignment

- Number of Intakes for all alternatives will vary depending on capacity; examples show 6,000 cfs configuration.
- 42.9 miles of tunnel (shortest of the 3 alignments).
- Consists of 3 Launch Shafts (1 double + 2 singles), 3 Maintenance Shafts, and 3 Reception Shafts (One Intake would become a reception shaft).
- Connects to the CA Aqueduct upstream of Harvey O. Banks Pumping Plant – connecting tunnels require added set of Launch and Reception Shafts from Southern Forebay.
- Connection to Central Valley Project for 7,500 cfs option requires additional tunnel to discharge into C.W. Bill Jones Pumping Plant approach canal.



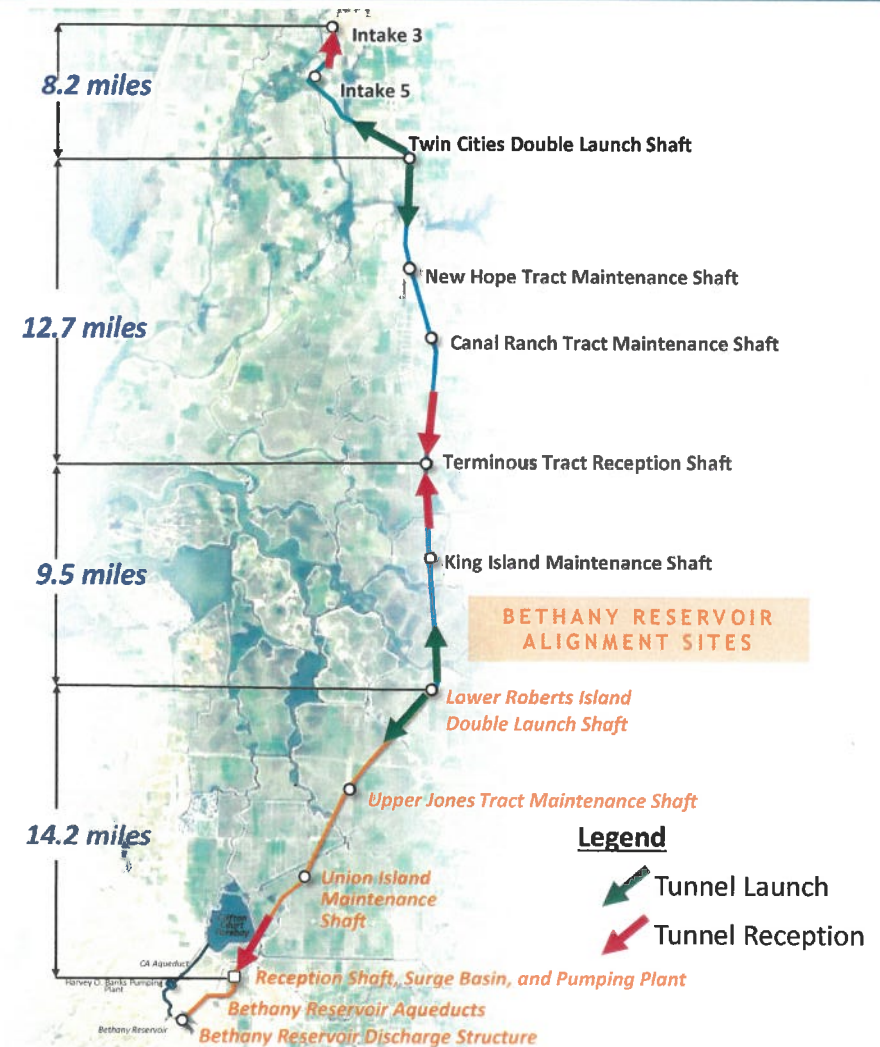
Eastern Alignment

- Uses the same alignment as Central for the Northern Facilities and Southern Facilities for connection to CA Aqueduct and potentially to federal system.
- Alignment follows a route closer to eastern margin of the Delta; closer to I-5, higher ground elevations, better shallow ground conditions in some areas.
- 45.6 miles of tunnel (longest of the 3 alignments).
- Consists of 3 Launch Shafts (1 double + 2 singles), 4 Maintenance Shafts, and 3 Reception Shafts.



Bethany Reservoir Alignment

- Uses the same Northern Facilities as Central/Eastern and follows Eastern Alignment to Lower Robert Island.
- Delivers water directly to Bethany Reservoir through new pumping plant and discharge structure.
- 44.6 miles of tunnel.
- Consists of 2 Launch Shafts (2 doubles), 5 Maintenance Shafts, and 3 Reception Shafts (including shaft at Surge Basin).
- Requires 3 miles of aqueduct pipelines (# of pipelines varies by capacity); additional pipeline also required for connection to Jones Pumping Plant approach channel for 7,500 cfs design option.



Stakeholder Engagement Committee

Purpose:

Provide feedback to the DCA on engineering work with focus on reducing potential construction-related impacts.

Emphasis on facility siting, traffic affects, waterway affects, and land area/use affects.

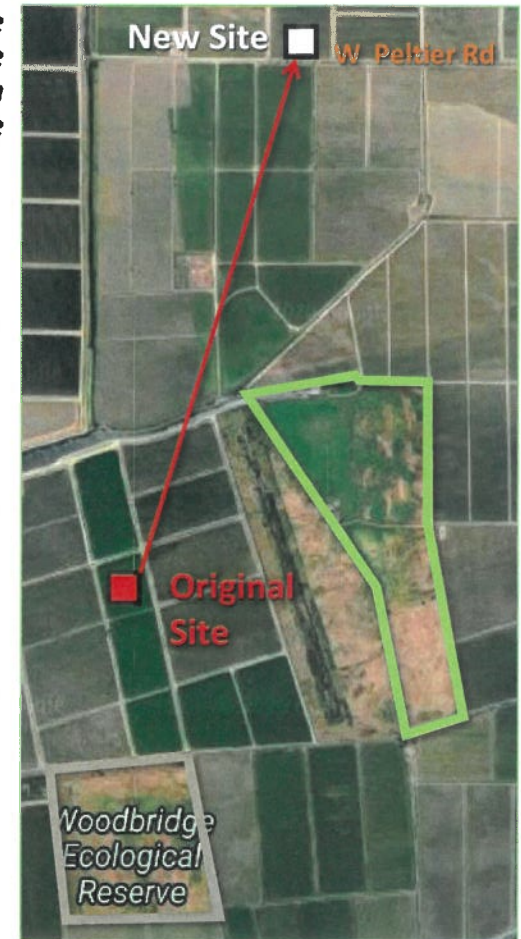
- 17 Committee Members
- Represent wide array of interests and geographies
- 19 Committee Meetings
- November 2019 thru December 2021
- Over 65 agendized presentations

Incorporated Valuable Input

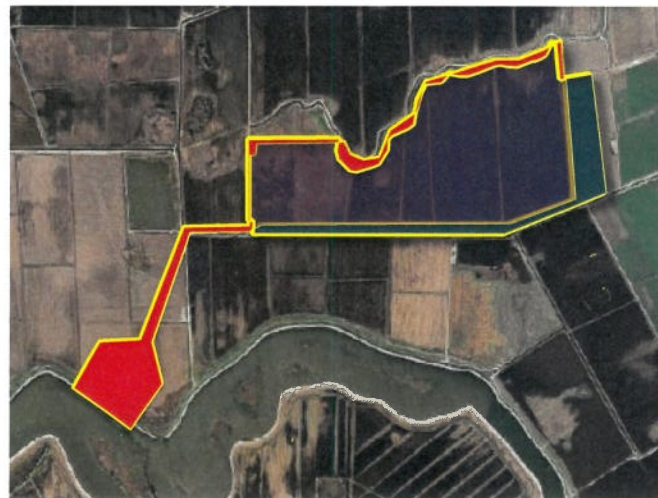
Examples of Included Adjustments:

- Reduced site footprints throughout and maximized reclamation of impacted agricultural land
- Shifted facilities away from natural areas including Stone Lakes and Woodbridge Reserves
- Eliminated most barging and associated affects to recreational boating
- Added rail, expanded roads, or eliminated structures to maintain acceptable levels of service
- Reduced borrow and import requirements to reduce traffic loads
- Focus on “eco-friendly” tunnel conditions
- Reduced pile driving impacts at intakes by 80% through cofferdam re-design

Moved shaft one mile from Woodbridge Reserve Boundary to Canal Ranch Maintenance Shaft Site



Eliminated the Barge Landing at Bouldin Island Launch Shaft Site



DCA Outreach and Engagement Next Steps

- DCA completed conceptual designs for DWR impact analyses – time to sunset the SEC
- Continue Outreach Efforts in the Delta
 - Local Community Engineering Briefings
 - Publication and Distribution of DCA Materials and Content
- Transition to DWR-led engagement consistent with CEQA



CARRIE BUCKMAN, DWR ENVIRONMENTAL MANAGER

DWR Planning Update





Current Project Schedule

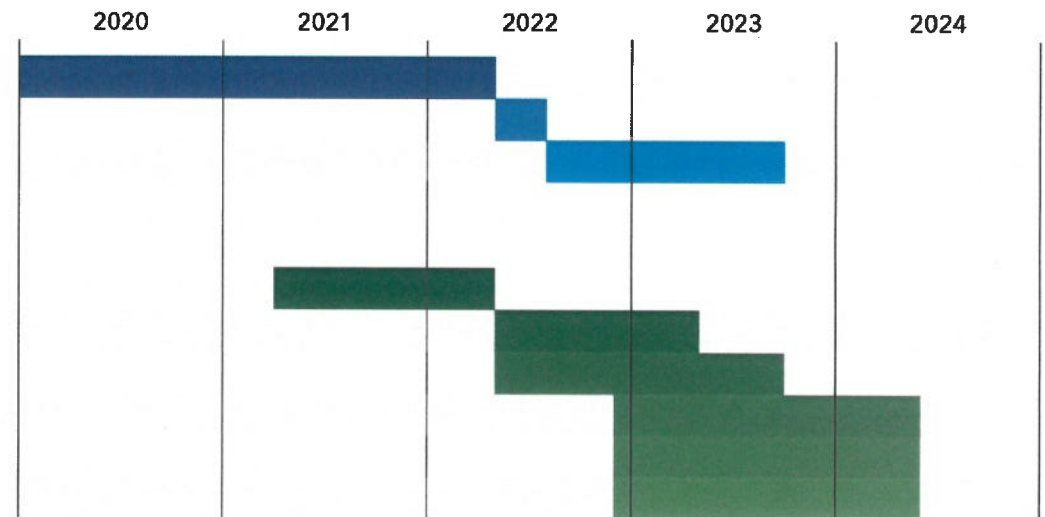
Delta Conveyance Project Schedule

CEQA/NEPA

- Prepare Draft EIR and Draft EIS
- Public review period
- Final EIR, Final EIS, ROD, and NOD

Other Environmental Processes

- Biological Assessment and ITP Application
- Biological Opinion
- ITP
- Water Rights
- Delta Plan Consistency
- Other Environmental Permits





Dual Conveyance Operations

- Preliminary operations discussed during technical webinars
- Proposed North Delta Diversion (NDD) intakes would operate in conjunction with the existing south Delta intakes (Dual Conveyance)
- Potential flexibility in using either south or north Delta intakes with proposed NDD
- Current assumptions:
 - Use NDD to augment excess flow diversions on top of permitted diversions at south Delta intakes – winter/spring
 - Use NDD to manage salinity and realize potential carriage water savings – summer/fall
 - Maximizes benefits while minimizing impacts

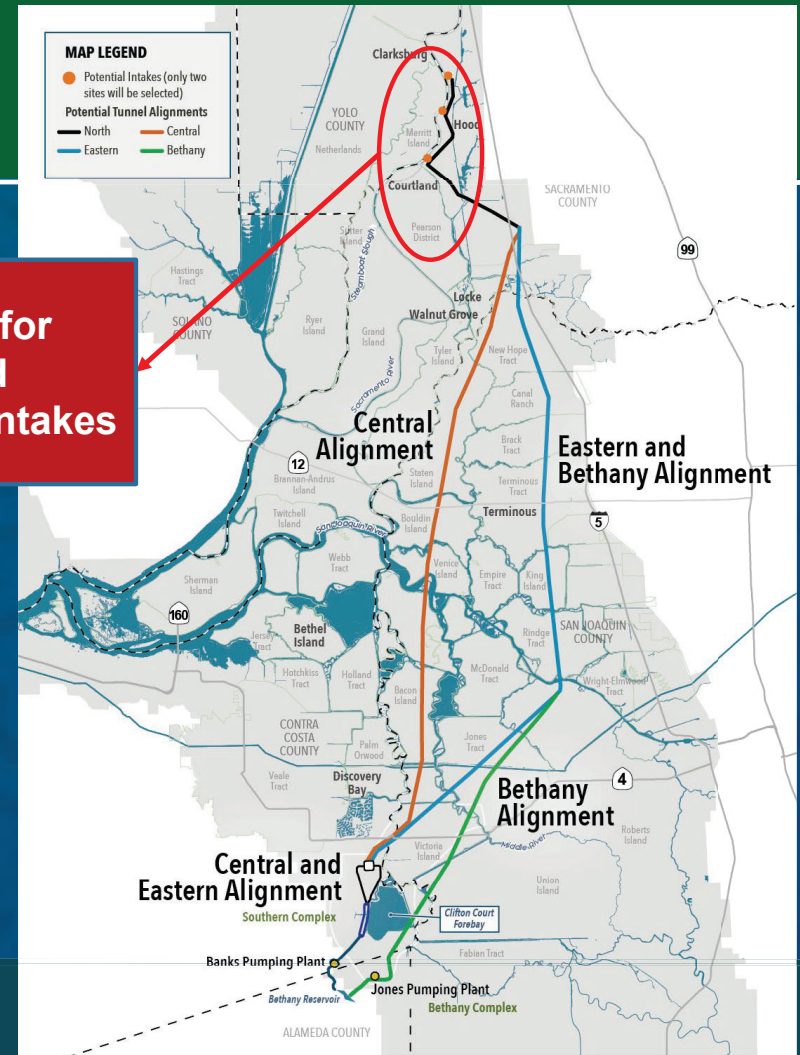


Operational Criteria for New Intakes

Existing Delta Operations (Use 2020 ITP Criteria)

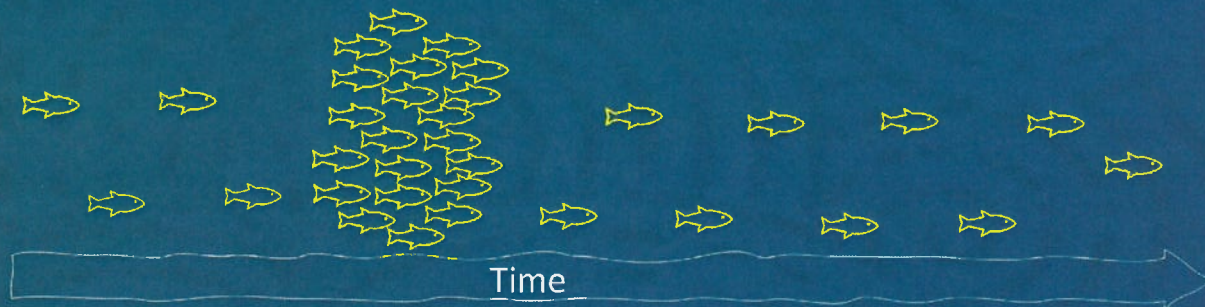
- Delta Outflow Requirements
- D-1641 E/I Ratio computation (Account for ND diversion as part of export)
- OMR
- Export limits

**New Criteria for
the proposed
North Delta Intakes**

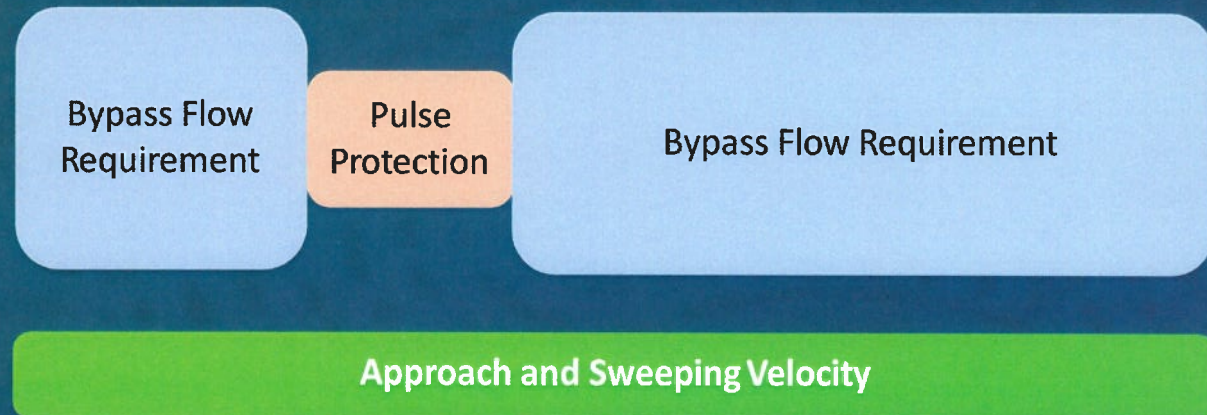


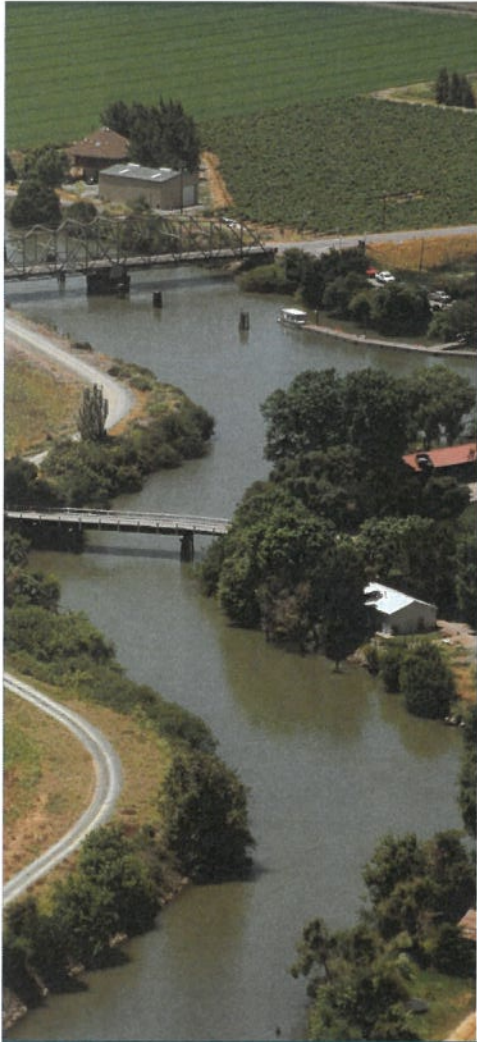
NDD Operations Criteria Concepts

Concept of Fish Migration in the Intake Reach



Layering of Protections for NDD Operations

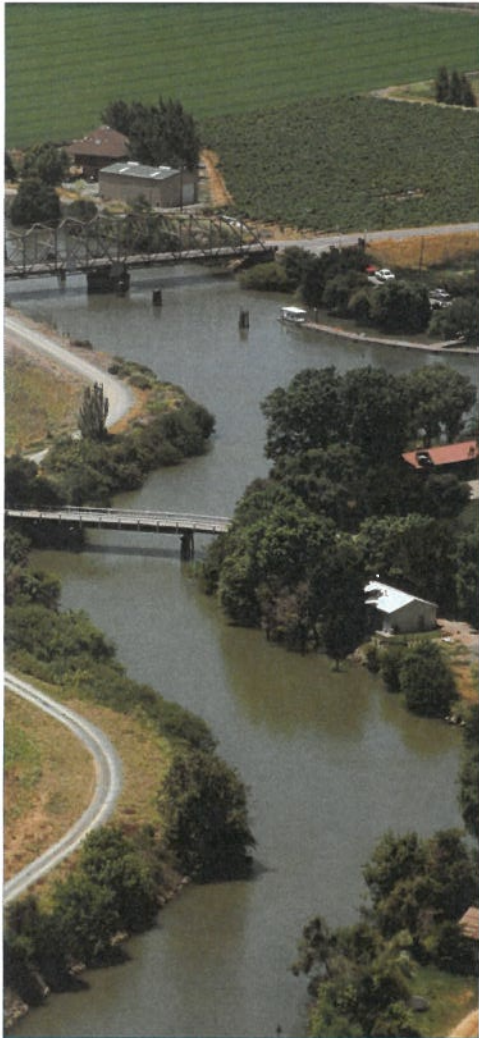




Impact Analysis

- Analysis underway to consider potential impacts and mitigation for the project alternatives
- Assessment of impacts from construction, operations and maintenance
- Analysis of construction impacts is driven by conceptual designs from the DCA
- Analysis of operational effects uses modeling tools
 - Existing conditions (basis for CEQA determinations)
 - Future conditions including changes in land use, urban growth, climate change, and sea level rise





Public Outreach and Community Engagement Plan for 2022

Public outreach in 2022 will focus on the release of the Draft EIR

Public Information

- Provide informational resources to help the public review, understand and react to the DEIR.
- Videos, website updates, fact sheets, graphics, social media, flyers, eblasts.

Public Outreach + Engagement

- Proactive outreach to inform and engage.
- Encourage and assist in participation.
- Emails, phone calls, meetings, briefings, presentation.

Public Participation + Notification

- Provide meaningful opportunities to access public review documents and respond through formal public input processes.
- Workshops, publicity, flyers, libraries, translations.



Thank You!



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Santa Clara Valley Water District

File No.: 21-1182

Agenda Date: 11/9/2021
Item No.: *2.10.

BOARD AGENDA MEMORANDUM

SUBJECT:

Monthly Drought Emergency Response and Water Supply Update.

RECOMMENDATION:

Receive an update on water supply conditions in Santa Clara County and staff's drought response efforts and provide direction to staff, as necessary.

SUMMARY:

On June 9, 2021, the Board declared a water shortage emergency condition pursuant to California Water Code §350, that called for water use restrictions of 15% compared to 2019 and urged the County to proclaim a local emergency.

Reflecting critically dry conditions across the state, Valley Water has received drastic reductions in imported water allocations, which comprise about half of Valley Water's typical annual water supply. Furthermore, Valley Water is impacted by the unavailability of Anderson Reservoir as a surface water storage facility for the duration of the Anderson Dam Seismic Retrofit Project, which is expected to last 10 years. The loss of Anderson, lower imported water supplies, and uncertainty over emergency water transfers could result in rapid and significant drops to our groundwater levels, resulting in the potential for subsidence in North County and dry wells throughout the county. In South County, groundwater is the only drinking water supply.

Valley Water has been conducting a wide array of efforts to respond to the drought and the resulting water shortage emergency condition. These efforts along with the latest water supply condition in the County will be described in current month's Water Tracker Report and Drought Response Report.

These reports will be added in the 3-day supplemental agenda item.

FINANCIAL IMPACT:

There are adequate funds in the Adopted FY 2021-22 Budget and Water Utility Enterprise (WUE) reserves to carry out the operations described in this memo. There are adequate funds in the Safe Clean Water Program to carry out the expansion of Landscape Rebate Program in addition to the ongoing Water Utility funded water conservation program efforts. With the rebate amount increase, additional staffing resources are needed to support the expanded conservation program. A budget

adjustment from WUE reserves for these additional resource needs may be brought to the Board in FY 2021-22.

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:

- *Supplemental Board Agenda Memo
- *Supplemental Attachment 1: PowerPoint
- *Supplemental Attachment 2: Drought Response Report
- *Supplemental Attachment 3: November Water Tracker Report

UNCLASSIFIED MANAGER:

Aaron Baker, 408-630-2135



Santa Clara Valley Water District

File No.: 21-1104

Agenda Date: 11/9/2021
Item No.: *2.10.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

SUBJECT:

Monthly Drought Emergency Response and Water Supply Update.

REASON FOR SUPPLEMENTAL MEMORANDUM:

This report conveys additional information received after the initial report was released, consistent with Executive Limitations Policy EL-7-10-5.

RECOMMENDATION:

Receive an update on water supply conditions in Santa Clara County and staff's drought response efforts and provide direction to staff, as necessary.

SUMMARY:

Due to the time sensitivity the attachments were not ready at the time of the 10-day posting.

Attachments added: PowerPoint, Drought Response Report, and November 2021 Water Tracker

FINANCIAL IMPACT:

There is no change to the originally reported financial impact associated with this item.

CEQA:

No changes to CEQA.

ATTACHMENTS:

- *Supplemental Attachment 1: PowerPoint
- *Supplemental Attachment 2: Drought Response Report
- *Supplemental Attachment 3: November 2021 Water Tracker

UNCLASSIFIED MANAGER:

File No.: 21-1104

Agenda Date: 11/9/2021
Item No.: *2.10.

Aaron Baker, 408-630-2135



Monthly Drought Emergency Response and Water Supply Update

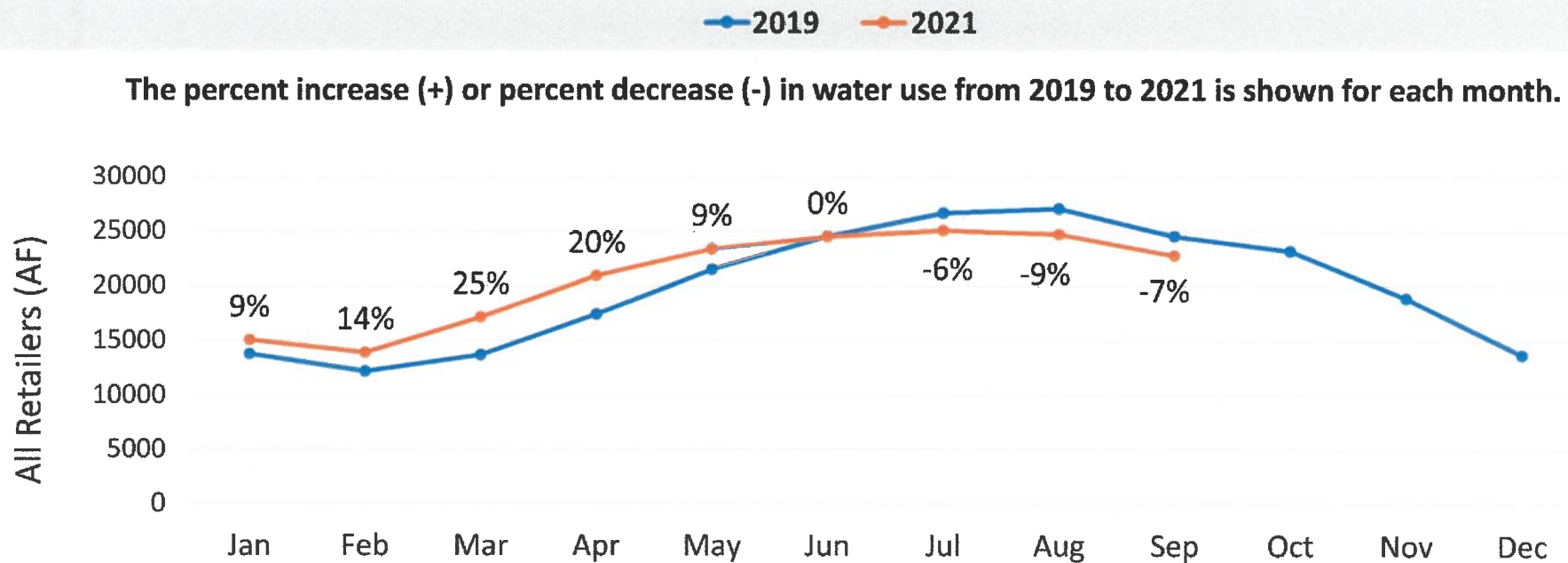
Valley Water Board Meeting

November 9, 2021

Presenter: Neeta Bijoor, Ph.D.



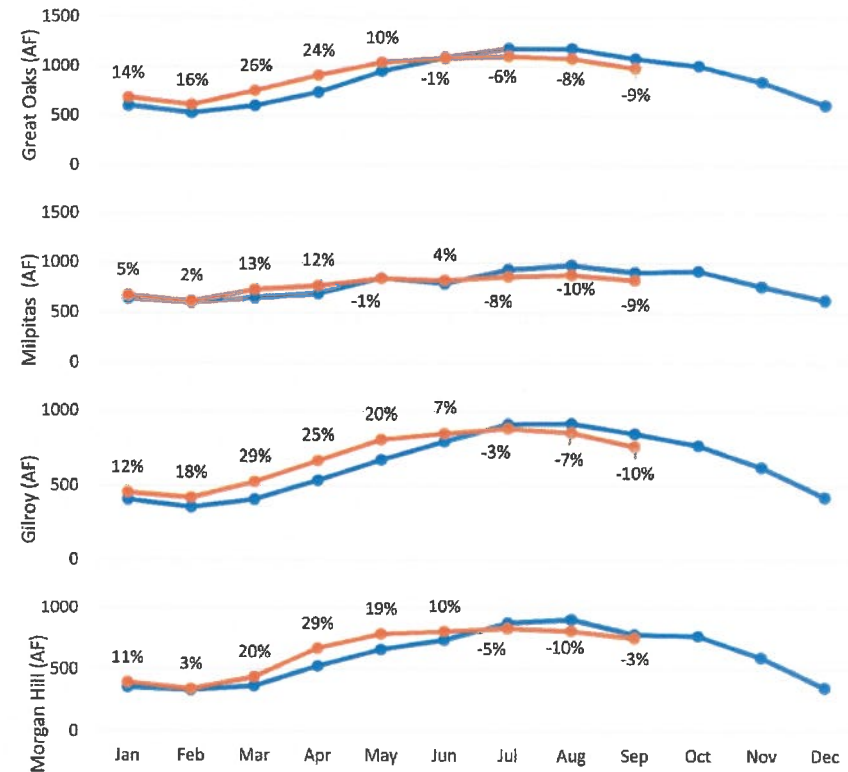
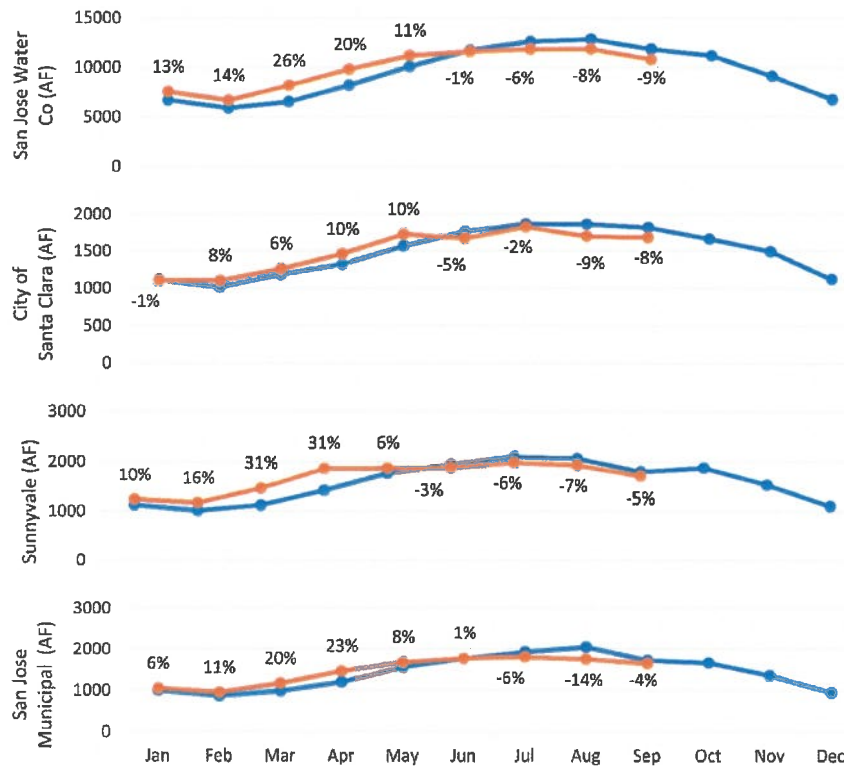
Retailer water use compared to 2019



Retailer Progress in Water Use Reduction

— 2019 — 2021

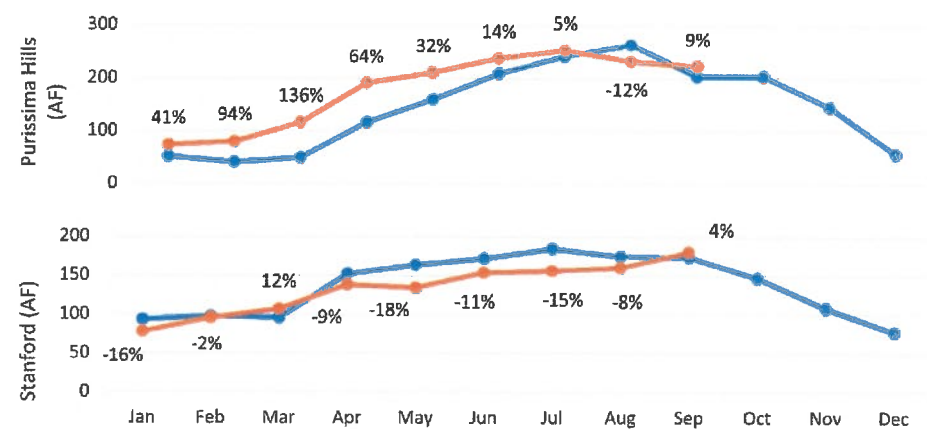
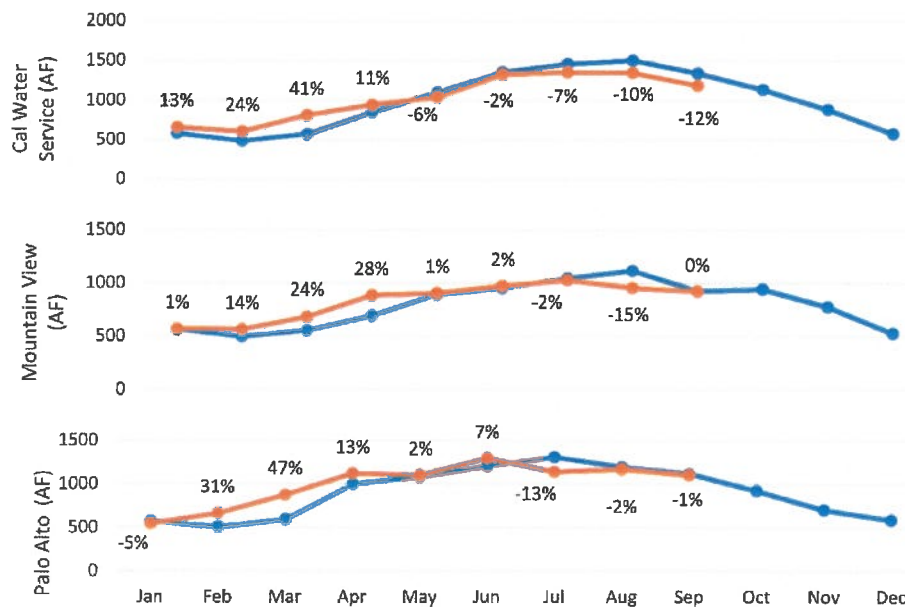
The percent increase (+) or percent decrease (-) in water use from 2019 to 2021 is shown for each month.



Retailer Progress in Water Use Reduction (cont'd)

2019 2021

The percent increase (+) or percent decrease (-) in water use from 2019 to 2021 is shown for each month.



Drought and Conservation Public Outreach

Multilingual digital, print, TV, radio, videos

Media outreach

Social media campaigns

Speakers Bureau outreach

Water Ambassadors

Education

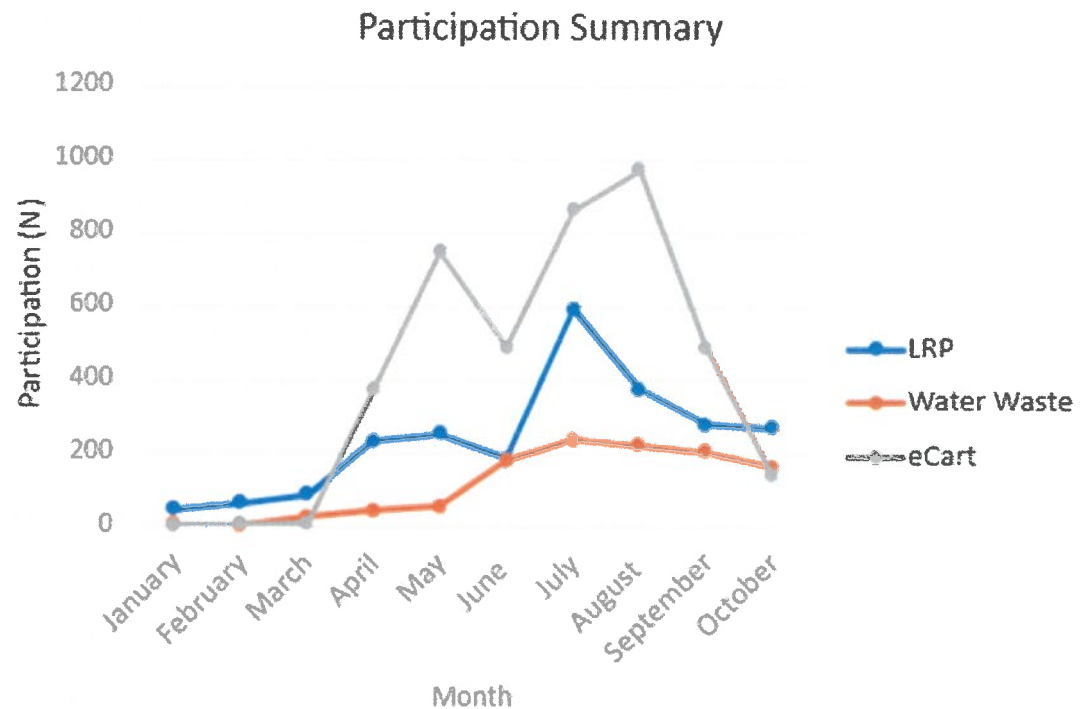


Imagine a Day Without Water

October 21, 2021

Water Conservation Programs

- Increased Participation
- FT Recruitments Completed
- eCart vendor begins shipping orders November 1st



Imported Water

State Water Project: 5% (5 TAF 2021)

Central Valley Project: (~71.5 TAF 2021)

0% Agriculture

25% Municipal & Industrial*

28,500 AF of Public Health & Safety Supplies*

*Conditionally approved

On track to have 58 TAF of transfers (~43 TAF after estimated losses) delivered in 2021.



San Luis Reservoir

Groundwater Conditions and Recharge

Groundwater Conditions

- Emergency imported water supplies and water use reduction have helped slow groundwater level declines
- Continued risk of subsidence, wells going dry in 2022 without additional conservation

Managed Recharge

- Increased recharge since August 2021 due to additional imported water supplies
- 2021 is still below normal recharge levels for an average year



State Water Board – Water Rights Curtailments

- Curtailments suspended in advance of storms
- Sacramento and San Joaquin Rivers and tributaries
- State and federal water projects benefited
- Water storage remains at historically low levels



California Capitol



U.S. Capitol

Drought Summit



"Together, Our Future is Drought Proof"

Convened elected officials, community leaders to discuss ways to address drought together

Presentations on water supply, conservation tools and resources, community insights

Small group breakout sessions

Drought Emergency Response Report

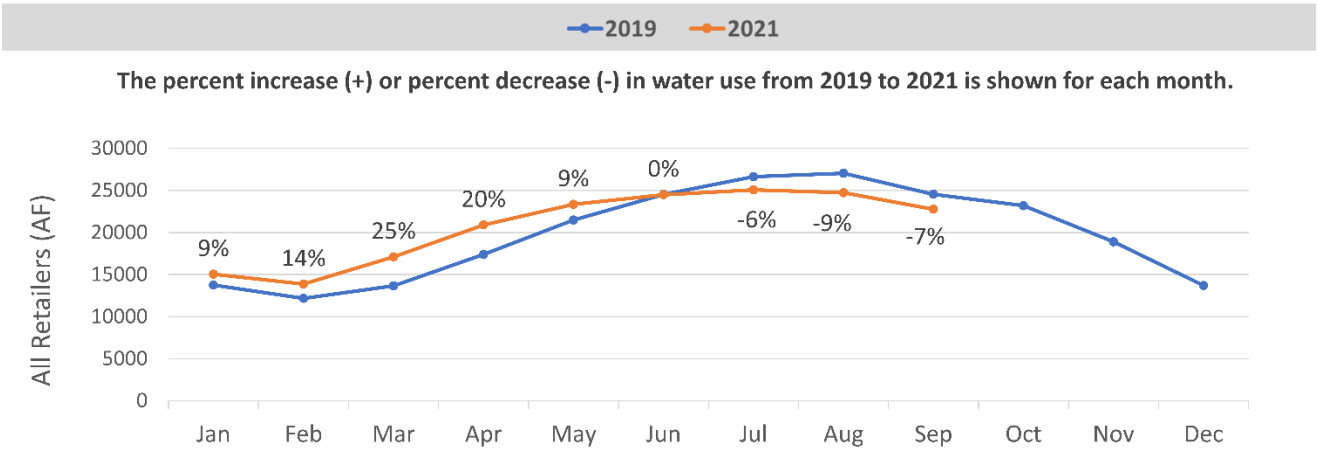
OCTOBER 2021

Resolution 21-68 Implementation

On June 9, 2021, the Board adopted Valley Water Resolution 21-68 which declared a water shortage emergency condition pursuant to California Water Code §350, called for water use restrictions of 15% compared to 2019, and urged the County of Santa Clara (County) to proclaim a local emergency. The County adopted a Resolution ratifying the proclamation of a local emergency due to the drought on June 22, 2021. California’s Governor included Santa Clara County as part of a drought emergency proclamation on July 8, 2021, and this proclamation included all California counties on October 19, 2021. Valley Water activated its Emergency Operations Center (EOC) on June 16, 2021 to assist with resolution implementation and other drought-related efforts.

Retailer Water Use Reduction

The graph below depicts total water use from the 13 retailers in Santa Clara County to help track progress towards achieving Valley Water’s 15% call for water use reduction made in June 2021.



- Valley Water’s retailers used 7% less water in September 2021 compared to September 2019.
- While we need to reach the 15% water use reduction as soon as possible, we do not expect it to be a straight line due to seasonal fluctuations.
- During the last drought, it took nine months before the mandatory reduction in water use was first reached.
- San Jose saw no rain in September, which can result in an increase in water use.
- Staff is increasing our media outreach encouraging residents, businesses, farms, and others to save water.

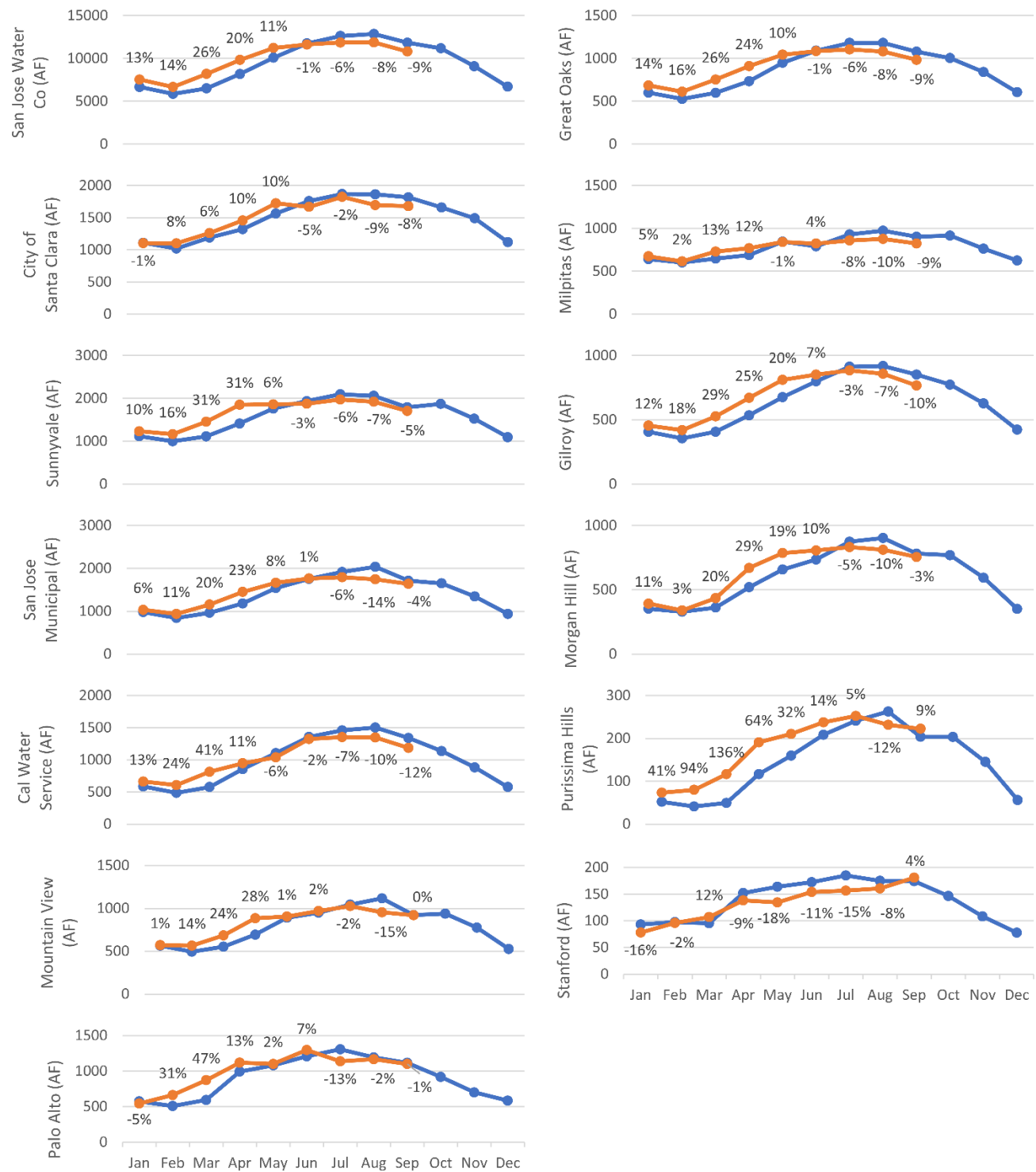
These graphs depict water use by each of Valley Water’s 13 retailers to help track progress towards achieving the 15% call for water use reduction made in June 2021. Note that City of Palo Alto Utilities (Palo Alto) and Purissima Hills Water District (Purissima) normally do not use Valley Water sources of water. A large proportion of water used by the City of Mountain View Public Works (Mountain View) and Stanford Utilities (Stanford) is not from Valley Water sources.

Monthly Water Use by Retailer (AF)

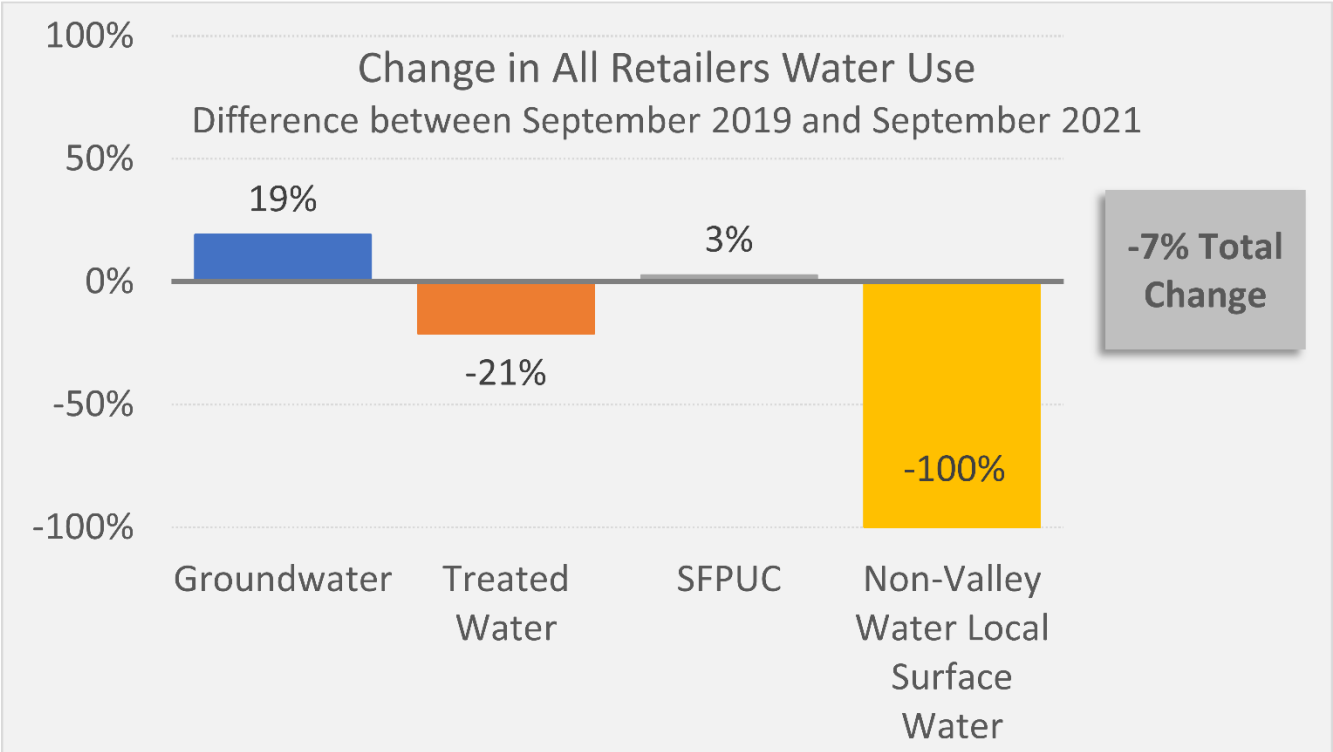
2019

2021

The percent increase (+) or percent decrease (-) in water use from 2019 to 2021 is shown for each month.



The graph below depicts changes between the retailers’ different types of water use and shows that Valley Water retailers’ total water use in September 2021 was 7% lower than in September 2019. As expected, the proportion of groundwater use tends to increase during drought.



The table below shows Valley Water retailers’ water usage volumes by type.

	Total Water Use in Acre-Feet (Jan - Sep 2019)					Total Water Use in Acre-Feet (Jan - Sep 2021)				
Water Retailer	Groundwater	Treated Water	SFPUC	Non-Valley Water Local Surface Water	SUM	Groundwater	Treated Water	SFPUC	Non-Valley Water Local Surface Water	SUM
San Jose Water Company	21,780	49,757	-	14,832	86,369	42,522	46,296	-	795	89,613
Santa Clara, City	7,462	3,518	2,538	-	13,518	7,834	2,860	2,827	-	13,521
Sunnyvale	73	6,031	8,192	-	14,297	96	7,081	7,886	-	15,062
San Jose Municipal Water	719	8,576	3,639	-	12,934	784	8,900	3,506	-	13,190
California Water Service	1,889	7,378	-	-	9,267	3,234	6,046	-	-	9,280
Palo Alto	-	-	8,572	-	8,572	-	-	8,999	-	8,999
Mountain View	186	776	6,270	-	7,231	104	731	6,644	-	7,479
Great Oaks	7,941	-	-	-	7,941	8,258	-	-	-	8,258
Milpitas	-	2,381	4,643	-	7,024	-	2,645	4,372	-	7,017
Gilroy	5,865	-	-	-	5,865	6,247	-	-	-	6,247
Morgan Hill	5,518	-	-	-	5,518	5,830	-	-	-	5,830
Purissima Hills Water	-	-	1,335	-	1,335	-	-	1,616	-	1,616
Stanford	-	-	1,310	-	1,310	-	-	1,207	-	1,207
Total	51,433	78,416	36,499	14,832	181,180	74,907	74,559	37,056	795	187,317

Collaboration with the County, Retailers, and Cities

- As of October 31, 2021, the County of Santa Clara and 12 cities in Santa Clara County have taken action to their Councils or have implemented administrative measures in response to the extreme drought conditions and to Valley Water's call to reduce water use by 15% compared to 2019 levels. These actions ranged from adopting local emergency resolutions to encouraging residents and businesses to use less water through ceremonial drought awareness proclamations and social media campaigns, as well as providing information on Valley Water's water conservation rebates and programs on cities' websites. Many jurisdictions also activated their citywide Water Shortage Contingency Plans to immediately implement mandatory water-use restrictions or implemented other conservation measures through operational means to meet Valley Water's water use reduction goal.
- Valley Water continues to meet with retailers at numerous Subcommittee meetings to provide drought updates, track progress towards drought response efforts, and ensure consistent messaging. Valley Water has also initiated a monthly Ad Hoc Retailer Drought Subcommittee, and a monthly Subcommittee meeting for drought-related operational updates.
- On October 23, 2021, Valley Water virtually convened the Valley Water Drought Summit 2021 as an opportunity for experts to share community feedback and insights, water supply projections, and information on water conservation tools and resources with stakeholders in order to help lead communities through the drought emergency. The Drought Summit incorporated interactive break-out sessions and participants highlighted the following takeaways and goals from their small group discussions: unify stakeholder drought response messaging, strengthen partnerships and education, explore tailored drought response approaches to jurisdictions, highlight successful cases to serve as regional models, and partner with Valley Water to implement the Model Water Efficient New Development Ordinance (MWENDO). The Summit is described in further detail in Appendix A.

Water Conservation Programs

Valley Water is actively promoting ways people can save water through rebates, free water-saving devices, and behaviors. The Landscape Rebate Program provides rebates for converting high-water use landscape to low-water use landscape, as well as retrofitting existing irrigation equipment with approved high-efficiency irrigation equipment. The Shopping Cart (eCart) Program offers free water-saving devices to homes and businesses. The Water Waste Program enables callers to confidentially report water waste and leaks, which Valley Water addresses by providing educational assistance to the owner of the leak.

- Valley Water has received a significant increase in applications for our landscape rebates, requests for water-saving devices, and reports of water waste in 2021. The table below shows monthly participation data available from 2021. In October, Valley Water received 268 applications for the Landscape Rebate Program, 175 orders for water-efficient devices from our website, and 163 water waste reports. These are signs that people are taking this drought seriously and are taking actions to support water use reduction.
- Valley Water's website and rebate application have been updated to inform applicants of a backlog in application processing. An auto-reply describing the backlog is being sent for email inquiries.
- Onsite pre-inspection processes have been expanded to include expedited options through Google Earth or self-guided measurements.
- Procurement and Conservation continue to collaborate to bring on a vendor as soon as possible to mitigate and eliminate the backlog of field work.
- A vendor, AdMail, began processing orders on November 1, 2021 and to assist in mitigating and eliminating eCart backlog.

Program	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Total
Landscape Rebate Program Applications ¹	47	64	87	233	252	185	592	376	278	268	2,382
Water-saving Device Orders ²	2	7	9	372	748	488	865	974	485	175	4,125
Water Waste Reports	5	4	26	42	53	180	238	223	206	163	1,140

¹Starting July 1, 2021, the landscape rebate was increased from \$1 to \$2 per square foot and the maximum rebate was increased from \$2,000 to \$3,000 for single-family homes.

²The eCart Program, launched in April, led to an increase in conservation device orders.

Drought and Water Conservation Outreach

Valley Water’s multilingual water conservation campaign promotes water conservation as a way of life, being drought-ready, and Valley Water’s many conservation programs. The campaign includes ads on TV, radio, online, social media and print.

- In October, media interest continues to be high for drought and water-conservation content. Requests come in frequently for information and interviews. Valley Water continues to generate drought and water conservation awareness through proactive media outreach.
- The second half of October saw significant rain across the Bay Area and Santa Clara County. While the rain is good for the drought conditions, the drought emergency has not ended. Several messages, including a statement from Chair Estremera and other social media posts, included a call to shut off outdoor irrigation and continue to conserve.
- Valley Water participated in Imagine a Day Without Water 2021 on October 21, 2021 by posting messages, graphics and videos, including a statement from Chair Estremera, on social media platforms. The nationwide education campaign is designed to help raise awareness and educate America about the value of water.
- Outreach for the drought and conservation Speakers Bureau was increased on social media, including Nextdoor.
- Statistics for public outreach efforts are shown below.

Outreach Type	Oct 2021
Social Media¹	
Impressions ²	2,987,051
Engagements ³	33,191
Link Clicks	7,946
Video Views	507,920
Website Page Views	
Water conservation webpages	93,870
BeHeard.ValleyWater.org/drought-information	675
Media	
Media Mentions ⁴	598
Speakers Bureau	
Presentations ⁵	4

¹Includes Facebook, Twitter, Instagram, and LinkedIn
²Impressions are the number of times a post is displayed in a newsfeed.
³Engagements are the number of times a user interacts with a post, such a retweet, click, and more.
⁴Includes TV, radio, social media, online and print
⁵ Office of Communications and Government Relations

Drought and Water Conservation Education

- In October, the Education Outreach team reached 586 students through 24 virtual classroom presentations. The team also supported 24 educators through classroom programs. The team engaged 165 members of the public through four “Wonders of Water Wednesdays” after-school enrichment programs and one public library program. All programs contain drought and water conservation messaging.
- The table below shows participation rates in the education programs in 2021. Participation tends to be higher when school is in session.

Program	May	Jun	Jul	Aug	Sept	Oct
Educators/Teachers	52	19	93	8	20	24
Classes/Groups	58	18	27	8	11	24
Students	1,483	415	499	99	292	586

- Additionally, in October, Valley Water’s Water Ambassadors assisted in completing 200 Do-It-Yourself Water Wise Indoor Survey Kits to help support our Conservation team. One of our Water Ambassadors wrote an opinion piece that was featured in the Almaden Times (October 15 – 28, 2021) on the need for conservation. More Water Ambassadors have expressed similar interests in writing for their local papers and staff is working with them on those efforts.

Committee Updates

- Drought-related updates are being provided regularly at Committee meetings to receive feedback and guidance. These updates were provided to the Agricultural Water Advisory Committee on October 4, 2021, Environmental and Water Resources Committee on October 18, 2021, Water Conservation and Demand Management Committee on October 25, 2021, and to the Santa Clara Valley Water Commission on October 27, 2021.

Water Supply Operations and Outlook

Following rainfall in October 2021, especially during the atmospheric river during October 22-24 timeframe, there was a slight increase in local reservoir storage. Between October 14 and October 27, 2021, local storage in Valley Water's 10 reservoirs increased by 0.6%. Local reservoir storage was 11.7% of capacity on October 27, 2021.

Imported Water

- State Water Project (SWP) and Central Valley Project (CVP) allocations have remained stable at the following:
 - SWP – 5%
 - CVP Agricultural - 0%
 - CVP Municipal and Industrial (M&I) – 25%
- Additional CVP M&I Public Health and Safety increment of 28,500 AF is to be delivered during the second half of 2021.
- As of the end of October, total storage in San Luis Reservoir is approximately 200,000 AF. Valley Water continues to closely monitor the water quality at the reservoir and will adjust the treatment process as needed to mitigate water quality impacts.
- There were slight increases in State reservoir volumes as a result of precipitation events between October 19, 2021 and October 27, 2021. As a result, Shasta Reservoir's percentage of capacity filled increased from 21% to 22%, Oroville Reservoir's percentage of capacity filled increased from 22% to 27%, and San Luis Reservoir percentage of capacity filled increased from 10% to 11%.
- To date in 2021, Valley Water has secured agreements for about 58,000 AF of emergency transfer supplies, before taking into account conveyance losses across the Delta.
- In addition, recovery of Valley Water's supplies at the Semitropic Groundwater Storage Bank continue as scheduled with Valley Water regularly coordinating with DWR to secure reliable delivery of this supply, about 35,000 AF, in 2021. Valley Water is coordinating with DWR and other Semitropic banking partners on delivery of Valley Water's banked water next year if 2022 is a dry year.

Treated Water

- Due to the ongoing drought, San Luis Reservoir continued to remain at a low level. Cyanotoxins levels at the reservoir remained low in the month of October, while taste and odor causing compounds levels were elevated.
- Staff continued to carry out proactive process optimization at the affected treatment plants and there were no reports of treated water quality issues in October 2021.
- All other treated water quality parameters continued to be within acceptable ranges.
- To encourage less groundwater pumping and offset groundwater usage with that of surface water; the treated water contract delivery schedule amounts for the months of October, November, and December have been increased by 10%.

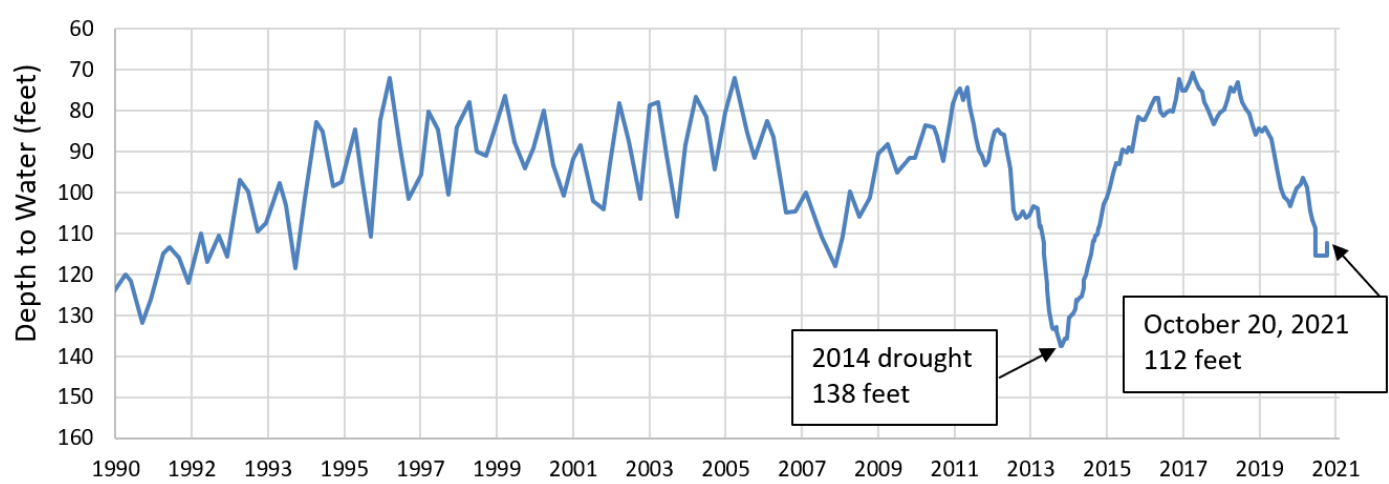
Groundwater Recharge

- Releases for managed groundwater recharge have been higher during August-October timeframe relative to May-July 2021. Valley Water increased the recharge in the Los Gatos Ponds System and parts of the Guadalupe Ponds System, as well as to Coyote Creek downstream of Anderson Reservoir.
- The increase in imported water releases was possible due to additional Public Health and Safety supplies received this year. Despite the increased groundwater recharge in the last three months, we are still below normal recharge levels for an average year.

Groundwater Conditions:

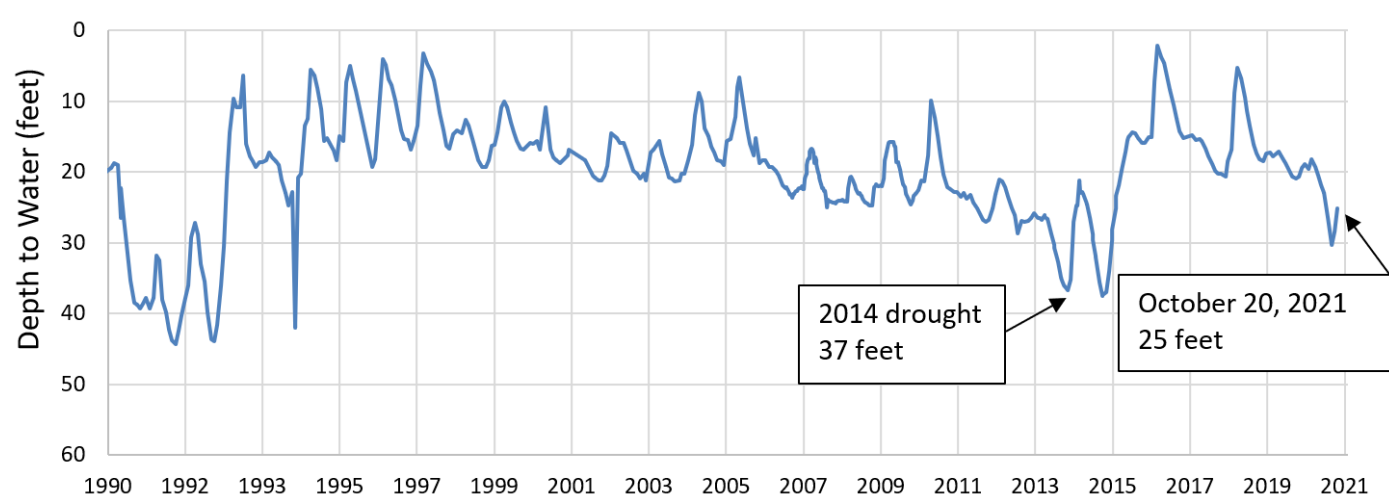
- Since last month, groundwater levels have continued to decline in some parts of the county, while they have stabilized or increased in other areas of the county. Emergency imported water supplies and additional water use reduction by the community have begun to help slow groundwater level declines. However, projected 2022 groundwater storage is similar to what was observed in 2014, which would increase the risk in 2022 of resumed subsidence in North County and wells going dry, particularly in South County. Current conditions in both areas are described below.
- North County Conditions
 - Groundwater pumping is 128% of the five-year average.
 - As shown below, groundwater levels in the Santa Clara Plain index well have declined over recent months, with a similar pattern as the 2012–2016 drought. However, the current water level has increased by four feet since last month and is about 26 feet above the minimum water level in 2014. The water level at this well has dropped about 9 feet compared to this time last year.
 - Groundwater levels are more than 55 to 100 feet above thresholds established to minimize the risk of permanent subsidence.
 - No reports of dry wells have been received.

Santa Clara Plain Index Well

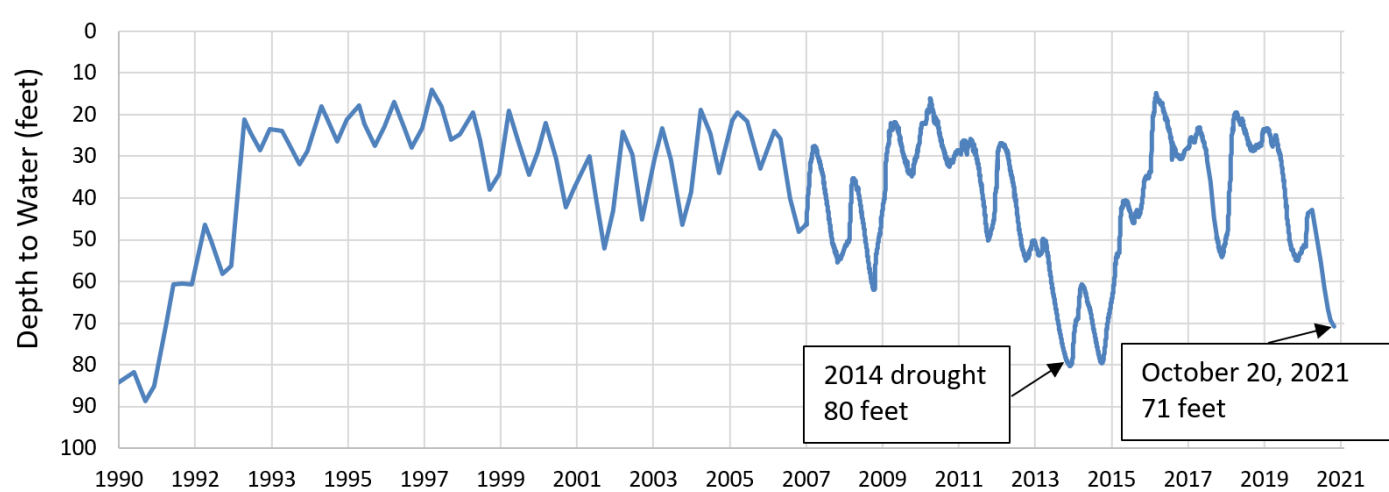


- South County Conditions
 - Groundwater pumping is 117% to 102% of the five-year average in the Coyote Valley and Llagas Subbasin, respectively.
 - Groundwater levels in the Coyote Valley and Llagas Subbasin index wells have dropped about 5 to 16 feet, respectively, compared to this time last year. However, the Coyote Valley index well water levels have risen about three feet since last month. The current water level in the Coyote Valley and Llagas Subbasin index wells is about 12 and 9 feet above the respective minimum water levels in 2014.
 - One report of a dry well has been received. The well is in unincorporated area within the southwestern Coyote Valley and is close to the foothills where well yield is generally less reliable.

Coyote Valley Index Well



Llagas Subbasin Index Well



State Coordination

- The State Water Resources Control Board (State Water Board) delivered on its promise to manage water right curtailments in real time, based on actual water availability in particular watersheds. As weather forecasts showed the advance of atmospheric river storms that swept through California on October 22 - 25, the State Water Board suspended many of the curtailments of water rights in the Delta watershed, including on the Sacramento and San Joaquin Rivers and their tributaries.
- Also included were water rights for the Central Valley Project and the State Water Project both in the Sacramento River watershed and in the "Legal Delta." By suspending the curtailments, the State Water Board

authorized diversions by water right holders. This benefits Valley Water through the increased storage of water in Lake Shasta and Lake Oroville which are sources of imported water supply for Santa Clara County.

Staffing and Resources

- Two new Public Information Representative II staff were hired for drought response activities.
- Conservation finished recruiting a Management Analyst who started on October 18, 2021 and two Water Conservation Specialists who will start November 1, 2021. Recruitments for temporary Water Conservation Specialists to further increase program support are underway.
- The eCart Program that distributes water-efficient gear and resources to the public has transitioned to the vendor, AdMail Express, Inc. The vendor will begin shipping orders November 1, 2021.
- The Conservation and Procurement teams continue their collaboration to advance a vendor for outdoor conservation field services.
- Drought emergency expenses are expenditures supplemental to the regular budget that would have been adopted had there been no drought. The only expense for drought emergency costs included in the FY 2021-22 Adopted Budget are \$20 million for supplemental water and an additional \$3.3 million for water banking expenses to bring approximately 32,000 acre-feet of water banked at Semitropic Water Storage District into the county. Budget adjustments will be brought to the Board for any additional expenses incurred during the year.
- Expenses through the month of September FY22 totaled approximately \$23.65 million spent or encumbered primarily for supplemental water tied to contracts executed in FY21, a relatively small draw of water from Semitropic Water Storage District in August, and labor expenses for staff time bringing together Valley Water's drought response program.

Expanded Opportunities

Agricultural Water Use Baseline Study

Valley Water is conducting an Agricultural Water Use Baseline Study (Study), expected to be completed in 2022. The Study aims to better understand current agricultural water use practices and identify opportunities to expand water conservation programs offered to the agricultural community.

- The UC Merced team conducting the study has made progress using a remote-sensing based data approach to determine patterns in crop distribution and irrigation technology verification. Staff will be providing a project update to the Water Conservation and Demand Management Committee at their November meeting.

Appendix A: Valley Water Drought Summit 2021 – Overview and Summary

Overview

- On Saturday, Oct. 23, Valley Water convened a diverse cross-section of elected officials, business leaders, water retailers, and environmental advocates from throughout Silicon Valley to engage in a working session at the Valley Water Drought Summit 2021 to discuss ways to address the drought together.
- The virtual Summit offered an opportunity for Valley Water subject matter experts to share community feedback and insights, water supply projections, and information on water conservation tools and resources with our stakeholders that we can use to lead our communities through this drought emergency.

Highlights

- Chair Estremera provided welcoming and opening comments that emphasized Valley Water’s commitment to partner with external partners on how they can take actions needed to help communities reduce water use, and help our region combat this drought emergency.
- The Chair introduced a pre-recorded video message by Ahmad Thomas, CEO of the Silicon Valley Leadership Group (SVLG). SVLG cosponsored the Summit, similar to their support of the previous 2015 Summit, and the CEO stated the importance of working together on solutions, including expanded conservation efforts and investments in technology, such as recycled and purified water as a truly drought-proof water supply.
- Chair Estremera then introduced keynote speaker, California State Senator John Laird, who spoke to his tenure as the California Secretary of Natural Resources during the previous drought emergency in our state, and how it is the responsibility of elected and community leaders to lead with the education and message of conservation. Senator Laird said it is up to individuals to conserve in order for us to get past a drought emergency, but that we all have to work together on resilient long-term solutions in order to truly meet the challenge of addressing ongoing water supply challenges.
- Chief Operating Officer Aaron Baker led a presentation titled “Multi-Year Droughts: Possible Solutions for a New Normal” on the current status of the drought. The presentation provided an overview of regional solutions and possibilities and covered the following topics:
 - Water Supply Outlook and Drought Emergency Response
 - Overview of Water Conservation and Rebate Programs
 - Reusing Water: Purified Water Project
 - Water Conservation Policies for New and Existing Developments
- Michael Mermelstein of Nichols Research provided a presentation drought attitudes based on recently conducted poll and focus groups providing insight on what our communities and constituencies feel is important to them and their water supply needs during this extreme drought.
- Director LeZotte provided closing remarks for the Drought Summit to conclude the event.

Attendees

- 6 Directors were in attendance: Chair Tony Estremera, Vice Chair Gary Kremen, Director Barbara Keegan, Director Richard Santos, Director Linda J. LeZotte, Director Nai Hsueh
- At peak attendance, 61 people were present on the Zoom meeting, including:
 - Elected officials from the cities of: Campbell, Cupertino, Gilroy, Morgan Hill, Mountain View, Saratoga, and Sunnyvale
 - Staff representing San Jose and the office Congressman Anna Eshoo

Key Takeaways from Breakout Sessions

Formulating Regional Approaches to Drought Response

- A regional drought response starts with unified stakeholder messaging—retailers, cities, and Valley Water all need to be on same page and consistent with response to drought.
- There should be a focus on education, rather than messaging that utilizes “scare tactics.”
- Partnerships are key on both the conservation and supply side; no one solution is the “silver bullet.” Because different jurisdictions have different water-use portfolios, the one-size-fits-all approach does not work.
- There needs to be coordination on the uniformity and equity/fairness on incentives and also on enforcement.

Implementing Regional Approaches to Drought Response

- Implementing regional approaches to drought response needs to include stronger partnerships between all stakeholders, and decisionmakers really need to help push the issue to drive conservation.

- Retailers are in lock-step with Valley Water in terms of messaging and conservation, but continued partnerships and a focus on consistent communication are key to addressing long-term responses to drought and water supply emergencies.
- Highlight cities, businesses, and organizations that can be used as “models” and lead by example for what successful conservation and water use efficiency should look like.
- Cities generally support water conservation but staff bandwidth is limited so continued partnerships with Valley Water are essential in implementing and prioritizing efforts like adopting a Model Water Efficient New Development Ordinance (MWENDO).

Outlook as of 1, 2021

The U.S. Drought Monitor classifies Santa Clara County as being in an extreme to exceptional drought. After two consecutive dry years and due to low imported water allocations, end of 2021 groundwater storage is projected to be in Stage 1 (Normal) of the Water Shortage Contingency Plan without additional water use reduction. Valley Water has secured emergency water supplies and ramped up water conservation programs and outreach. Valley Water will rely more on imported water and water conservation in the next 10 years while Anderson Reservoir storage is unavailable due to the Federal Energy Regulatory Commission (FERC) order to drain the reservoir. The Board of Directors adopted a resolution on June 9, 2021, declaring a water shortage emergency condition and calling for water use restrictions of 15% relative to 2019. Many cities and retailers have enacted water use prohibitions. Making conservation a California way of life is especially critical during this extreme drought.

Weather

- Rainfall in San José:
 - » Month of October, City of San José = 2.72 inches
- Month of October, San José average daily high temperature = 74.6 degrees Fahrenheit

Local Reservoirs

- Total November 1 storage = 19,271 acre-feet
 - » 29% of 20-year average for that date
 - » 11.6% of total unrestricted capacity
 - » 31% of restricted capacity (166,140 acre-feet total storage capacity limited by seismic restrictions to 62,362 acre-feet)
- Approximately 180 acre-feet of imported water delivered into Calero Reservoir during October 2021
- Approximately 91 acre-feet of water released from Anderson Reservoir during October 2021. Since the FERC order to drawdown Anderson Reservoir was issued on February 20, 2020, cumulative release from Anderson is approximately 30,771 acre-feet. Majority of released water was for water supply
- Total estimated releases to streams (local and imported water) during October was 3,630 acre-feet (based on preliminary hydrologic data)

Groundwater

- Groundwater levels are lower countywide compared to this time last year. However, over the last month, water levels have stabilized in most parts of the county and have increased in some areas. Groundwater storage at the end of 2021 is projected to be in Stage 1 (Normal) of Valley Water's Water Shortage Contingency Plan

	Santa Clara Subbasin		Llagas Subbasin
	Santa Clara Plain	Coyote Valley	
October managed recharge estimate	3,500	1,200	1,400
January to October managed recharge estimate	25,300	10,200	13,400
January to October managed recharge as % of 5-year average	48%	69%	74%
September pumping estimate	6,800	1,100	5,200
January to September pumping estimate	63,100	9,800	32,600
January to September pumping as % of 5-year average	128%	117%	102%
Current index groundwater levels compared to October 2020	9 Feet Lower	5 Feet Lower	17 Feet Lower

All volumes are in acre-feet; All data is for 2021 except where noted

Imported Water

- 2021 State Water Project (SWP) and Central Valley Project (CVP) allocations:
 - » 2021 SWP allocation of 5%, which provides 5,000 acre-feet to Valley Water
 - » Valley Water received conditional approval for a 2021 CVP allocation of 71,500 acre-feet, based on Valley Water's public health and safety needs. However, the availability of the allocation is subject to hydrological and other system limitations
- Statewide reservoir storage information, as of October 31, 2021:
 - » Shasta Reservoir at 22% of capacity (41% of average for this date)
 - » Oroville Reservoir at 28% of capacity (54% of average for this date)
 - » San Luis Reservoir at 14% of capacity (31% of average for this date)
- Valley Water's Semitropic groundwater bank reserves are at 90% of capacity, or 315,448 acre-feet, as of September 30, 2021
- Estimated SFPUC deliveries to Santa Clara County:
 - » Month of September = 4,521 acre-feet
 - » 2021 Total to Date: 37,035 acre-feet
 - » Five-year annual average = 48,700 acre-feet
- Board Governance Policy No. EL-5.3.3 includes keeping the Board informed of imported water management activities on an ongoing basis. No imported water agreements have been executed under EL-5.3.3 since the last Water Tracker update

Treated Water

- Below average demands of 8,113 acre-feet delivered in October
- This total is 78% of the five-year average for the month of October
- Year-to-date deliveries are 82,995 acre-feet or 93% of the five-year average

Conserved Water

- Saved 74,198 acre-feet in FY20 through Valley Water's long-term conservation program (baseline year is 1992)
- Long-term program goal is to save nearly 100,000 acre-feet by 2030 and 110,000 acre-feet by 2040
- On June 9, 2021, the Board called for a 15% reduction in water use compared to 2019, for the public to limit irrigation of ornamental landscapes with potable water to a maximum of three days per week, and for retailers, cities and the County to implement local water restrictions
- The community has continued to increase its drought-related conservation from June 2021, with September 2021 water use approximately 7% less than September 2019 water use

Recycled Water

- Estimated October 2021 production = 1,524 acre-feet
- Estimated year-to-date through October = 14,923 acre-feet or 96% of the five-year average
- Silicon Valley Advanced Water Purification Center produced an estimated 1.6 billion gallons (4,864 acre-feet) of purified water in 2020. Since the beginning of 2021, about 4,830 acre-feet of purified water has been produced. The purified water is blended with existing tertiary recycled water for South Bay Water Recycling Program customers

Alternative Sources

- As of December 10, 2019, Valley Water's wastewater contract right from Palo Alto/Mountain View remains at 11,200 acre-feet/year

CONTACT US

To find out the latest information on Valley Water projects or to submit questions or comments, email info@valleywater.org or use our **Access Valley Water** customer request system at <https://deliver.com/2yukx>.



FOLLOW US



Attachment 3

Page 2 of 2

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Santa Clara Valley Water District

File No.: 21-1169

Agenda Date: 11/9/2021
Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Resolution Declaring November 2021 as National Native American Heritage Month.

RECOMMENDATION:

Adopt the RESOLUTION DECLARING NOVEMBER 1 TO NOVEMBER 30, 2021, AS NATIONAL NATIVE AMERICAN HERITAGE MONTH.

SUMMARY:

The Office of Racial, Equity Diversity and Inclusion (REDI) recommends that the Board formally acknowledge and declare November 2021 as National Native American Heritage Month, which is a federal designation.

The federal government first declared Native American Heritage week in 1986. However, since 1995, the federal government has issued a proclamation declaring November as Native American Heritage Month.

Each year, Americans observe National Native American Heritage Month during the month of November to recognize the significant contributions the first Americans had and continue to make in the formation and development of the United States. The adoption of a resolution will allow Santa Clara Valley Water District to align itself with nationwide efforts to formally recognize November as Native American Heritage Month to acknowledge and honor the contributions of the first native inhabitants of what is now the United States of America.

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: Resolution

UNCLASSIFIED MANAGER:
Marta Lugo, 408-630-2237

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

RESOLUTION NO. 21-

**RESOLUTION DECLARING NOVEMBER 1 TO NOVEMBER 30, 2021,
AS NATIONAL NATIVE AMERICAN HERITAGE MONTH**

WHEREAS, the Board of Directors of the Santa Clara Valley Water District (Valley Water), has adopted policies upholding its commitment to diversity, inclusion, equity, and justice; and Governance Policies (GP) of the Board GP 7.7 states that Valley Water is committed to creating an inclusive work environment, which reflects and supports the diversity of our community and enriches our perspectives; and

WHEREAS, each year, Americans observe National Native American Heritage Month, a federal designation, during the month of November to recognize the significant contributions the first Americans had and continue to make in the formation and development of the United States; and

WHEREAS, to meet our mission to provide safe, clean water for a healthy life, environment, and economy, Valley Water conducts its operations on the ancestral lands of the area's Native Americans; and

WHEREAS, it is the aim of Valley Water to bring together diverse perspectives and backgrounds to promote the understanding, valuing, and acceptance of various cultures, experiences, knowledge, practices, lifestyles, and perspectives to enhance the delivery of products and services to the community; and

WHEREAS, it is the mission of Valley Water to create an environment of equality, fairness, and inclusion where Valley Water employees are valued and have an opportunity to develop and contribute to their full potential to support Policy GP 7.7; and

WHEREAS, it is also the mission of Valley Water to support the advancement of social and environmental justice in the communities we serve.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes November 2021 as National Native American Heritage Month and will acknowledge the period through educational and informational activities.

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



Santa Clara Valley Water District

File No.: 21-1187

Agenda Date: 11/9/2021

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Resolution Proclaiming November 14-20, 2021, as United Against Hate Week.

RECOMMENDATION:

Adopt a RESOLUTION PROCLAIMING NOVEMBER 14-20, 2021, AS UNITED AGAINST HATE WEEK.

SUMMARY:

The Office of Racial Equity, Diversity & Inclusion (REDI) recommends that the Board formally acknowledge and declare November 14 to November 20, 2021 as United Against Hate Week.

United Against Hate Week is a call for local civil action by people of every Bay Area community to stop the hate and implicit biases that are a dangerous threat to the safety and civility of our neighborhoods, towns, and cities. Over 53 cities and towns are participating in the movement that centers on creating awareness and education and bringing light to biases that lead to violence or hatred against members of marginalized groups. Santa Clara Valley Water District's support for United Against Hate Week aligns with the core tenets of fairness, equity, and respect for all people.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237

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

RESOLUTION NO. 21-

**RESOLUTION PROCLAIMING NOVEMBER 14 TO NOVEMBER 20, 2021,
AS UNITED AGAINST HATE WEEK**

WHEREAS, the United States is a largely nation of immigrants, whose strength comes from its diversity; and

WHEREAS, the Constitution of the United States enshrines equality on all individuals, regardless of race, gender, religion, orientation, or political beliefs; and

WHEREAS, recent federal policies and rhetoric have generated a toxic environment that has fueled the propagation of racist, xenophobic, anti-Semitic, sexist, homophobic, transphobic, Islamophobic, and other negative views by emboldened hate groups and individuals; and

WHEREAS, as a result of extreme ideology, hate crimes across the United States have increased, notable for their violence and cruelty; and

WHEREAS, the Santa Clara Valley Water District (Valley Water) wishes to express its support of inclusivity of our diverse community, and its commitment to protecting and serving every community and individual within Santa Clara County regardless of race, color, nationality, religion, creed, ethnicity, gender, orientation, identity, or ability; and

WHEREAS, Valley Water wishes to ensure that Black, Indigenous, People of Color (BIPOC), Asian American-Pacific Islander (AAPI), Lesbian, Gay, Bisexual, Transgender, Questioning, and/or queer (LGBTQ+), and other communities feel supported in that they are not alone and can speak out to help stop the spread of hate and bigotry; and

WHEREAS, Valley Water maintains its mission to bring diverse perspectives and backgrounds to promote the understanding and acceptance, and to create an environment of equality, fairness and inclusion for all communities served by Valley Water; and

WHEREAS, Valley Water seeks to join other communities across the country in recognizing and supporting United Against Hate Week as an important step in bridging divisions and strengthening our communities.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby proclaims the week of November 14-21, 2021, as "United Against Hate Week."

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



Santa Clara Valley Water District

File No.: 21-1198

Agenda Date: 11/9/2021

Item No.: 3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve the First Amendment to Agreement for Possession and Use by and Between Santa Clara Valley Water District and the County of Santa Clara for Anderson Dam Tunnel Project, Coyote Percolation Dam Replacement Project, and Cross Valley Pipeline Extension Project as parts of the Federal Energy Regulatory Commission Order Compliance Project, under the Anderson Dam Seismic Retrofit Project No. 91864005, APN: 728-34-020, 729-36-001, 678-02-031 & -034, and 725-06-008; Real Estate File Nos. 9186-35, 9186-39, 9188-17, and 9232-52, Providing a No-Cost time extension to the Agreement (Unincorporated Santa Clara County) (District 1).

RECOMMENDATION:

Approve the First Amendment to Agreement for Possession and Use by and Between Santa Clara Valley Water District and the County of Santa Clara, providing a no-cost time extension to the agreement.

SUMMARY:

On April 27, 2021, the Board approved an Agreement for Possession and Use by and Between Santa Clara Valley Water District and the County of Santa Clara. The Agreement for Possession and Use (PUA) is also attached hereto (Attachment 1).

Since the Board meeting of April 27, 2021, representatives of Santa Clara Valley Water District (Valley Water) and the County of Santa Clara (County) have engaged in regular discussions for acquisition of the real property interests described in the PUA. These discussions are ongoing, cooperative, and productive. Section 2.1 of the PUA provides that if the parties have not entered into a formal sales agreement within six months of the effective date of the PUA (April 27, 2021), then Valley Water may seek authorization from this Board to acquire the real property interests described in the PUA by eminent domain. In the alternative, Section 2.1 also provides that the terms and provisions of the PUA may be extended by mutual written agreement of the parties. Because of the productive discussions to date and because Valley Water representatives believe that the additional time for negotiations authorized by the First Amendment to the PUA extending negotiations to April 27, 2022, will result in a sales agreement that is satisfactory to both Valley Water and the County, Valley Water staff recommend that the Board approve the First Amendment to the PUA.

FINANCIAL IMPACT:

The First Amendment to the PUA does not require any additional funds beyond the \$1,500,000.00, deposited into escrow in accordance with the terms and provisions of the original PUA. The Anderson Dam Seismic Retrofit Project No. 91864005 includes adequate funding in the Board adopted FY 2020-21 Budget for this transaction. The ADSRP is funded by the Water Utility Enterprise Fund (Fund 61).

CEQA:

Approval of the original PUA and this First Amendment are covered by the FOC's Statutory Exemption for specific actions necessary to prevent or mitigate an emergency under Pub. Res. Code section 21080(b)(4) and CEQA Guidelines section 15269(c). CEQA (Pub. Res. Code § 21060.3) defines an "emergency" as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Dam failure leading to catastrophic flooding would be a "sudden unexpected occurrence" were it to occur. FERC's dam safety order clearly reflects a regulatory determination that seismic risks associated with Anderson Dam and the existing outlet constitute an emergency situation that requires immediate action by Valley Water. Each of the FOC components, including property acquisition to construct these components, is necessary for an integrated emergency response to the FERC Order, both to mitigate the potential for a catastrophic dam failure, and to avoid and minimize environmental, flood management, groundwater recharge, and water supply impacts of such emergency response actions.

In addition, because the temporary water pipeline easement (APN: 725-06-008) and the 4.05-acre parcel (APN: 729-36-001) are also planned for future use by the ADSRP, CEQA Guidelines Section 15004 (b)(2) applies to Valley Water's acquisition of these property interests with respect to future ADSRP use. Section 15004 (b)(2) states that public agencies shall not formally make a decision to proceed with use of a site for facilities which would require CEQA review, regardless of whether the agency has made any final purchase of the site for these facilities, except that agencies may designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance. Execution of the PUA does not commit Valley Water to a definite course of action in regard to ADSRP, no future ADSRP use of the temporary pipeline easement and 4.05-acre parcel would commence until after ADSRP CEQA review is completed, and after that CEQA review Valley Water may pursue a different alternative.

ATTACHMENTS:

Attachment 1: Agreement

Attachment 2: First Amendment to Agreement

UNCLASSIFIED MANAGER:

Sue Tippetts, 408-630-2253

AGREEMENT FOR POSSESSION AND USE

This AGREEMENT FOR POSSESSION AND USE (hereinafter "Agreement") is made and entered into as of April 27, 2021 (the "Effective Date") by and between SANTA CLARA VALLEY WATER DISTRICT ("Valley Water"), a special governmental district of the State of California, and the COUNTY OF SANTA CLARA ("County"), a political subdivision of the State of California (hereinafter collectively the "Parties").

RECITALS

This Agreement is entered on the basis of the following facts, understandings and intentions of the Parties:

A. The Federal Energy Regulatory Commission ("FERC") has jurisdiction under the Federal Power Act to impose safety and operational measures over Anderson Dam located in Coyote Creek because Valley Water operates a small hydroelectric generation facility located at the reservoir;

B. On February 20, 2020, FERC for public health and safety reasons, ordered Valley Water to immediately implement the following interim Anderson Dam risk reduction measures: (a) immediately lower and maintain Anderson Reservoir operating level no higher than elevation 565 feet; (b) lower Anderson Reservoir's level to elevation 488 feet (deadpool) beginning no later than October 1, 2020, as safely and quickly as possible and maintain deadpool to the extent feasible; (c) immediately design and construct the low-level outlet tunnel ("Anderson Dam Tunnel") to more reliably and quickly drawdown Anderson Reservoir after an earthquake and/or to better maintain deadpool during significant precipitation; and (d) implement the dam safety directives, including design and construction of the proposed low-level outlet, while securing alternative water supplies and working with FERC staff, and federal, state and local resource agencies to minimize environmental effects;

C. Valley Water developed and its Board approved the Federal Energy Regulatory Commission Order Compliance Project ("FOCP"), which is a project that includes various measures including construction of the Anderson Dam Tunnel to ensure compliance with the FERC's February 20, 2020 Order;

D. A public works procurement process is currently underway with the goal of awarding a public works construction contract to construct the Anderson Dam Tunnel project by April of 2021;

E. Valley Water requires immediate possession of a portion of County's real property to construct a capital improvement project associated with modifications to the Anderson Dam, which project generally consists of FOCP (including the construction of the Anderson Dam Tunnel) and the Anderson Dam Seismic Retrofit Project ("ADSRP"), collectively "Project," a description attached hereto as Exhibit A;

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F. In order to award the Anderson Dam Tunnel project construction contract, Valley Water must first acquire various fee, easement, and temporary easement interests in County land, on and over County lands more specifically legally described in attached Exhibit B (the “Property”);

G. County asserts that all of the land encompassed within the Property is already appropriated to prior and anticipated future public uses in accordance with applicable provisions of the California Eminent Domain Law (California Code Civ. Proc. §§ 1230.010 to 1268.720) (the “Eminent Domain Law”). County further asserts, but Valley Water disagrees, that some of the existing uses of the Property are incompatible or more necessary than Valley Water’s proposed uses of the Property in connection with the Project, and County claims that it is entitled to continue the prior and anticipated future public use of the Property for which it has been appropriated. Valley Water asserts, but County disagrees, that Valley Water’s planned public use and need for the Property is more necessary than the County’s need for and existing public use of the Property because it is required to comply with the FERC February 20, 2020 emergency order to ensure the protection of public health and safety. In consideration of this Agreement, and conditioned upon compliance therewith, County recognizes that it waives its right to challenge Valley Water’s right to take, including but not limited to Valley Water’s assertion that the proposed Project use (i) is compatible with the existing public use and will not unreasonably interfere with or impair the continuance of the public use, and (ii) is a more necessary public use than the use to which the property is currently appropriated, subject to compliance with the terms and conditions stated herein.

H. The Parties desire to avoid the time, expense, and costs of litigating such issues, particularly because both parties are public agencies, the need to ensure compliance with the FERC Order, and the costs of advancing such disputes would come from public funds;

I. The Parties have met and conferred, and County has determined it is willing to work with Valley Water and its desire to advance the Project;

J. The purpose of this Agreement is for County to permit Valley Water a right of possession prior to Valley Water’s acquisition of the Property, prior to and in contemplation of a sale under threat of eminent domain or by order of condemnation under Code of Civil Procedure § 1268.030, to permit Valley Water to proceed with the construction of the Project without delay or prejudice to County’s right to receive just compensation for the Property.

K. Valley Water desires to obtain and County agrees to grant to Valley Water an irrevocable right to possess and use the Property under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum to be paid to owner, the mutual covenants and promises of the Parties contained herein, and without any waiver by County of its rights to receive, nor any release by County of its right to receive from Valley Water full and fair just compensation, and all costs or expenses required to be paid to or allowed under the Eminent Domain Law, the Parties hereto agree as follows:

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1. DEPOSIT AND POSSESSION

1.1 Possession. Conditioned upon Valley Water's compliance with the terms of this Agreement, County hereby grants to Valley Water, its contractors, agents, and all others deemed necessary by Valley Water, the right to possession and use of the Property for the construction of Project in the manner proposed. It is intended by the Parties that this right to possession and use shall be the equivalent of an order for prejudgment possession under Code of Civil Procedure Sections 1255.410 *et seq.* From the effective date of this Agreement, County waives any rights to challenge Valley Water's right to acquire, possess and use the Property consistent with the terms of this Agreement. This waiver includes waiver of any challenge to Valley Water's right to possess or use the Property, and the only issue shall be the amount of just compensation for the Property, including without limitation severance damages, lost goodwill and all other damages, costs and expenses that County may assert arising from Owner's taking of the Property, recognizing that relocation benefits are addressed in a separate proceeding.

1.2 Deposit. In consideration for this possession and use, no later than three (3) business days following the Effective Date, Valley Water shall deposit into an escrow with Old Republic Title Company, an escrow company mutually selected by County and Valley Water ("Escrow Holder"), the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Parties acknowledge and agree this is a compromise figure for the Deposit, and does not represent an appraised value for the interests being conveyed, nor a determination by either of probable just compensation. The Parties contemplate negotiating potential cash and non-cash elements of just compensation, such that the Deposit is not intended to reflect full, fair compensation, and such figure shall be subject to the evidentiary restrictions of Code of Civil Procedure section 1255.060. Such sum shall be retained in an interest bearing account, bearing interest at no less than the rates provided under code of Civil Procedure section 1268.350, and without any offset otherwise provided under Code of Civil Procedure section 1268.330, and such sum shall be treated as a deposit of Valley Water's determination of the probable amount of compensation for acquisition of the Property pursuant to California Code of Civil Procedure Section 1255.010.

1.3 "As Is" Condition of Property. Valley Water has examined the Property and accepts possession of the Property in its "AS IS" condition. Valley Water expressly acknowledges and agrees that it has had and/or County agrees that it will provide a full and adequate opportunity to inspect the Property, and determine its feasibility and suitability for Valley Water's intended use. County has not made and is not making, and Valley Water, in executing and delivering this Agreement, is not relying upon, any warranties, representations, promises or statements, except as expressly set forth in this Agreement. Specifically, and except as otherwise specifically provided in this Agreement, County makes no representations or warranties regarding the physical or environmental condition of the Property, its condition of title, any subsurface or unapparent conditions, or the fitness of the Property for the Project, or any Valley Water uses. Without limiting the generality of the preceding provisions, Valley Water, by executing this Agreement and taking possession of the Property shall conclusively be deemed to have agreed to have accepted the condition of the Property in its "AS-IS" condition as of the date of Valley Water's possession.

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2. EMINENT DOMAIN PROCEEDINGS

2.1 **Negotiations for Direct Purchase.** Valley Water shall continue to negotiate in good faith with County to acquire the Property by direct purchase, after the Effective Date. In the event a binding agreement for such direct purchase mutually acceptable to Valley Water and County in their mutual discretion, (the "Sale Agreement") is not executed by Valley Water and County by six months (180 days) after the Effective Date, subject to extension by mutual written agreement of the Parties, then Valley Water may submit to its governing body a resolution of necessity under Code of Civil Procedure Sections 1245.210 et seq., for authorization to acquire the Property by eminent domain. In the event such resolution is passed, Valley Water may promptly file its complaint in eminent domain to acquire the Property in accordance with Code Civ. Proc. § 1250.110. If Valley Water begins proceedings in eminent domain, this Agreement will continue in effect until a settlement is reached, or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court, or the proceedings are abandoned by Valley Water under Section 1268.510 of the California Code of Civil Procedure.

2.2 **Waiver of Right to Take Defenses.** Code of Civil Procedure Section 1245.235 requires Valley Water to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before Valley Water's governing board, and be heard on the matters referred to in Code of Civil Procedure Section 1240.030. In connection with any such passage by Valley Water of a resolution of necessity, and conditioned upon compliance with the terms hereof, County agrees to the following:

2.2.1 County waives any right to challenge the adoption of the resolution of necessity, as to each of the four required elements, for the Project in substantially the manner proposed including but not limited to the any of the grounds for objection set forth in Code of Civil Procedure Sections 1250.360 and 1250.370, by Valley Water's governing board authorizing the taking of the Property for the Project in substantially the manner proposed;

2.2.2 County shall not object to the filing of an eminent domain proceeding to acquire the Property for the Project; and

2.2.3 In any eminent domain action filed by Valley Water to acquire the Property, County waives any right to challenge Valley Water's right to take such Property, including but not limited to (i) any of the grounds for objection set forth in Code of Civil Procedure Sections 1250.360 and 1250.370; (ii) Valley Water's assertion that the proposed Project in substantially the manner proposed is compatible with the existing public use and will not unreasonably interfere with or impair the continuance of the public use; and (iii) Valley Water's assertion that the proposed Project use is a more necessary public use than the use to which the property is appropriated, and the only issue shall be the amount of just compensation and damages, precondemnation or otherwise, for the Property, provided, however, that County shall have and retain all rights and remedies at law or in equity to enforce the terms of this Agreement.

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2.3 Date of Valuation. The date of valuation for determining the amount of just compensation for the Property in any eminent domain proceeding to acquire the Property shall be the date on which Valley Water has filed the complaint in said proceeding or the date on which the Deposit Amount is delivered into escrow as set forth in Paragraph 1.2 Deposit, whichever is earlier.

2.4 Interest. Except as otherwise specifically provided herein, compensation awarded in an eminent domain proceeding shall draw interest as provided under the Eminent Domain Law. To the extent cash and non-cash elements are included, the Parties shall in good faith attempt to agree on the value of any non-cash measures, or negotiate a lump sum of interest owing to County to reflect the appropriate interest payment to be made on the value of non-cash components agreed to as part of any settlement and/or subsequent judicial proceedings. County shall be entitled to receive interest on any sum determined as compensation for its interest in the Property, whether pursuant to a sale agreement or a subsequent settlement or court judgment, and such interest shall begin to accrue on the Effective Date of this Agreement, and shall cease to accrue on the earliest of the following dates:

2.4.1 The date the full amount of agreed or adjudicated just compensation for the Parcel is paid to the County at the request of County;

2.4.2 The date any amount of compensation is paid directly to the County under a Sale Agreement but only to the extent of any amount so paid;

2.4.3 The date of any withdrawal of the Deposit by County under Code of Civil Procedure Sections 1255.210 et seq., but only to the extent of such amounts actually withdrawn; or

2.4.4 The date the amount of total just compensation deposited with the court as the final award in a judgment in condemnation is withdrawn by County.

2.4.5 Any such interest shall be offset by interest paid to County from the funds on deposit with Escrow Holder.

2.5 Abandonment of Proceeding or Decision Not to Acquire. Under Section 1268.510 of the California Code of Civil Procedure, at any time after the commencement of proceedings in eminent domain, Valley Water reserves the right to abandon the proceedings in whole or in part. In such event, or in the event Valley Water otherwise determines not to acquire the Property, Valley Water's right to possession and use under this Agreement shall terminate, effective as of the date of a Notice of Abandonment or a Notice of Intent Not to Acquire is provided by Valley Water to County. In such event, Valley Water shall immediately vacate the Property, and shall unless otherwise directed by County in writing, Valley Water shall return the Property to its condition as of the date Valley Water took possession, removing any pipelines, utility installations, structures, or other improvements placed thereon, and leaving the Property in a clean, safe, sanitary condition, as near as practicable to its condition prior to Valley Water's possession. In such event, any prior exercise of the rights of possession and use granted hereunder shall be treated as equivalent to rights under an order for prejudgment possession under code of Civil Procedure sections 1255.410 et seq., and County shall be entitled to any and all of its actual

attorneys' fees and other costs in entering into this Agreement as though such fees and costs were "litigation expenses" under Code of Civil Procedure section 1268.610. In the event of such abandonment, County shall be required to reimburse Valley Water the Deposit Amount, less damages and litigation expenses as provided above, and the indemnification provided in Section 4 shall survive, and continue in effect for all claims or liabilities arising from or caused by activities occurring while Valley Water was in possession of the Property.

3. ENVIRONMENTAL MATTERS

3.1 **Definitions.** For the purposes of this Agreement, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

3.1.1 The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article II of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*

3.1.2 The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the Project, facilities, soil, groundwater, air or other elements on, in or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time (whether before or after the date of Agreement) emanating from the Property.

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3.1.3 The term “Governmental Requirements” shall mean all past, present and future laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city, or any other political subdivision in which the Property are located, and any other state, county, city, political subdivision, County, instrumentality or other entity exercising jurisdiction over County, Valley Water or the Property.

3.2 **Valley Water’s Environmental Indemnity.** Valley Water shall save, protect, defend, indemnify and hold harmless County, its, trustees, officers, officials, employees, volunteers, assigns, successors in interest and agents from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants’ fees, investigation fees, reasonable attorney’s fees and costs and remedial and response costs) (the foregoing are collectively referred to as “Liabilities” in this paragraph) which may now or in the future be incurred or suffered by County and its trustees, officers, officials, employees, or agents by reason of, resulting from, in connection with, or existing in any manner whatsoever as a direct or indirect result of (1) Valley Water’s use, generation, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination after the commencement of this Agreement, including any Liabilities incurred under any Governmental Requirements relating to such Hazardous Materials or Hazardous Materials Contamination, and (2) the performance by Valley Water of any acts or omissions with respect to use or operation of the Property or the Project, including, but not limited to, the performance of any act required by the environmental matters addressed in this Agreement. Valley Water’s obligations under this Section 3 shall survive the expiration or early termination of this Agreement and shall not merge with any grant deed. Valley Water’s environmental indemnity shall not apply to property owned by Valley Water in fee simple.

3.3 **County’s Covenant.** County covenants and represents that to the best of its actual knowledge without inspection, and as of the Effective Date of this Agreement, there are no known Hazardous Materials or Hazardous Materials Contamination at the Property. Valley Water may, at its sole cost and expense, may conduct a Phase I Environmental Site Assessment (“ESA”) prior to making improvements on the Property and, if so recommended in the Phase I ESA, a Phase II ESA, prior to entering into possession of the Property.

3.4 **Duty to Prevent Hazardous Material Contamination.** Valley Water and/or its agents or contractors shall store any Hazardous Material required for operation and/or maintenance of the Project in strict accordance with all applicable laws and regulations pertaining thereto; and shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Valley Water shall install and utilize such equipment and implement and adhere to such procedures as are consistent with the standards generally applied by similar projects in Santa Clara County, California as respects the disclosure, storage, use, removal, and disposal of Hazardous Materials.

3.5 **Obligation of Valley Water to Remediate Property.** In the event of contamination of the Property occurs, arising directly or indirectly from Valley Water’s use, generation, discharge, emission or release upon, about or beneath the Property of any Hazardous Materials, Valley Water shall, subject to County’s rights herein, at its sole cost and expense,

promptly take (i) all action properly required by any federal, state, regional, or local governmental or political subdivision requirements and (ii) all actions necessary to make full use of the Property for the purposes contemplated by this Agreement, remediating to a level consistent with the prior condition of the Property as established in a Phase I environmental report or similar documents. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies or reports, and the performance of any cleanup, remediation, removal or restoration work. Valley Water shall take all actions necessary to promptly restore the Property to an environmentally sound condition for the uses contemplated by this Agreement in accordance with applicable governmental regulations.

3.6 Right of Entry. Notwithstanding any other term or provision of this Agreement, Valley Water shall permit County or its agents or employees to enter the Property at any time to inspect, monitor and/or take emergency or long-term remedial action with respect to Hazardous Materials and Hazardous Materials Contamination on or affecting the Property or Project, or to discharge Valley Water's obligations hereunder with respect to such Hazardous Materials and Hazardous Materials Contamination when Valley Water has failed to do so after written notice from County and expiration of a reasonable opportunity to cure such deficiency, not exceeding seven (7) days, unless such cure reasonably requires a greater period of time in which case Valley Water shall be in compliance herewith if Valley Water commences such cure within the same seven (7) day period. All costs and expenses incurred by County in connection with performing Valley Water's obligations hereunder shall be reimbursed by Valley Water to County within thirty (30) days of Valley Water's receipt of written request therefore.

3.7 Storage or Handling of Hazardous Materials. Subject to the provisions of this Agreement, Valley Water, at its sole cost and expense, shall comply with all Governmental Requirements for the storage, use, transportation, handling and disposal of Hazardous Materials on or about the Property. In the event Valley Water does store, use, transport, handle or dispose of any Hazardous Materials, Valley Water shall notify County in writing at least ten (10) days prior to their first appearance on the Property and Valley Water's failure to do so shall constitute a material default under this Agreement. Valley Water shall conduct all monitoring activities required or prescribed by applicable Governmental Requirements, and shall, at its sole cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted Governmental Requirements. After notification to County of the intended use of a hazardous material, County may, at its sole discretion, determine that such use shall not be allowed on the Property and/or the Project and shall notify Valley Water in writing. Valley Water agrees to abide by any such determination.

4. VALLEY WATER INDEMNITY AND INSURANCE

4.1 From and after the effective date of this Agreement, and in addition to the environmental indemnities stated above, and without limiting them, Valley Water shall indemnify, defend, and hold County, and County's officers, employees, and representatives (collectively "County-Related parties"), harmless from and against any and all damage to persons or property, and any and all claims for damages or injury to persons or property that may be asserted by any third party, including environmental damage covered in Section 3 above, caused by or arising out of Valley Water's exercise of the easement rights granted hereunder, including any activity undertaken pursuant to the possession and use of the Property by Valley Water, or Valley Water's

officers, employees, agents, representatives, partners, and consultants (collectively "Valley Water-Related parties") in connection with the Project or the operation thereof. In connection therewith, Valley Water shall defend County and the County-Related Parties with counsel of their choice, against any claim for damage or injury to persons or property arising from or caused by any such activity by Valley Water or Valley Water-Related parties exercising any of the easement rights granted hereunder, including any activity undertaken pursuant to the possession and use of the Property or in connection with the Project or the operation thereof, Valley Water shall promptly pay any judgment, award, fine, penalty, or other liability that may result therefrom.

4.2 In the event this Agreement terminates without Valley Water acquiring title to the Property, such termination shall be treated as the equivalent of a determination Valley Water does not have the authority to acquire the Property, such that County shall be entitled to all rights and remedies afforded under Code of Civil Procedure Sections 1268.610 *et seq.*

4.3 Insurance Requirements. Without limiting Valley Water's indemnification of the County, Valley Water shall require all architects, design consultants and contractors under direct privity of contract with Valley Water for the design and construction of the Project to obtain the policies of insurance in the minimum coverage amount set forth herein. Prior to commencement of design services or construction services, as applicable, Valley Water shall deliver the contractors' and/or design consultants' Certificates of Insurance to County evidencing each of the following policies of insurance.

4.3.1 Workers Compensation and Employers Liability Insurance. The design consultants and contractors for the Project shall obtain: (i) Workers Compensation Insurance with coverage amount in accordance with the Laws; and (ii) Employers Liability Insurance with coverage amount of at least One Million Dollars (\$1,000,000). The Employers Liability Insurance may be by a separate policy of insurance or as an additional coverage endorsement under the Workers Compensation Insurance policy.

4.3.2 Design Consultant Professional Liability Insurance. The design consultants shall obtain Professional Liability Insurance issued on a "claims made" basis with minimum coverage amounts of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

4.3.3 General Liability Insurance. The design consultants and contractors shall each obtain policies of General Liability Insurance covering: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractor's pollution liability; (vi) contractual liability; and (vii) completed operations. Coverage amounts under the policy of General Liability Insurance obtained by a design consultant or contractor shall be not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

4.3.4 **Builders Risk Insurance.** Before commencement of construction of the Project, Valley Water or Valley Water's contractor shall procure and shall maintain in force until satisfactory completion and satisfactory acceptance of the Project, "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief. The builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

4.3.5 **County Additional Insured.** County shall be an Additional Insured to each of the foregoing policies of insurance, except the Professional Liability, Workers Compensation, and Employers Liability policies.

4.3.6 **Insurer Requirements.** Each insurer issuing a policy of insurance required by the foregoing shall be authorized to issue such policy.

5. MISCELLANEOUS

5.1 **Effective Date.** This Agreement is effective as of execution of this Agreement by the Parties, which shall be the "Effective Date" first written above. From and after the Effective Date, County shall not assign, sell, encumber or otherwise transfer all or any portion of its interest in the Property.

5.2 **Memorandum of PUA.** Valley Water shall have the right to record a Memorandum of the Possession and Use Agreement signed by both parties and notarized.

5.3 **Governing Law.** This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Agreement or any decision or holding concerning this Agreement arises. The Parties acknowledge that each Party has been represented by independent sophisticated counsel in connection with this Agreement, and that the preparation of this Agreement has been a joint effort of both Parties. Accordingly, any doctrine which would result in this Agreement being interpreted in favor of or against any particular Party shall not be applicable.

5.4 **Legal Actions, Venue, and Attorney's Fees.** In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of Santa Clara County, State of California. If litigation is brought by either Party, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

5.5 **Incorporation of Recitals.** The Recitals set forth above and all Exhibits attached to this Agreement, as those exhibits may be amended from time to time, are incorporated herein by reference.

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5.6 Inspection of Books and Records. County has the right upon not less than forty-eight (48) hours' notice, and during normal business hours to inspect the books and records of Valley Water pertaining to the Project as pertinent to the purposes of this Agreement.

5.7 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be given either by (i) personal service, (ii) delivery by reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

County: Director
Santa Clara County Department of Parks and Recreation
298 Garden Hill Drive
Los Gatos, CA 95032

With a copy to: Principal Real Estate Agent
Santa Clara County Department of Parks and Recreation
298 Garden Hill Drive
Los Gatos, CA 95032

Valley Water: Christopher Hakes
Deputy Operating Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614

With a copy to: Emmanuel Aryee
Assistant Operating Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614

Any such notice should also be sent via email to the extent and email address is known. Either party may later designate a different address for service of notice by providing written notice to the other party. Notices personally delivered or delivered by document delivery service shall be effective upon receipt; provided, however that refusal to accept delivery shall constitute receipt. Mailed notices shall be effective as of Noon on the third business day following deposit with the United States Postal Service. Any notices attempted to be delivered to an address from which the receiving party has moved without providing notice to the delivering party shall be effective as of Noon on the third day after the attempted delivery or deposit in the United States mail.

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5.8 Time is of the Essence. Time is of the essence in the performance of the terms and conditions of this Agreement.

5.9 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of County or Valley Water. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. Failure on the part of either party to require or exact full and complete compliance with any of the covenants or conditions of this Agreement shall not be construed as in any manner changing the terms hereof and shall not prevent either party from enforcing any provision hereof. All amendments hereto must be in writing and signed by the appropriate authorities of County and Valley Water.

5.10 Entire Agreement & Interpretation. This Agreement sets forth the entire understanding of the Parties with respect to Valley Water's use and possession of the Property. The Parties have equally participated in the drafting and negotiating of this Agreement such that no rule of construction shall apply.

5.11 Counterparts and Number of Originals. This Agreement may be executed in counterparts, each of which, when this Agreement has been signed by all the Parties hereto, shall be deemed an original.

5.12 Electronic Signature. Unless otherwise prohibited by law or County or Valley Water policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County and Valley Water.

5.13 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

5.14 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of sections are for convenience only, and neither limits nor amplifies the provisions of the Agreement itself.

5.15 Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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5.16 **Authority to Execute and Bind.** Each party hereto represents and warrants to the other that the persons executing this Agreement on its behalf have full and complete legal authority to do so, and thereby binds the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their lawfully authorized officers.

**SANTA CLARA VALLEY WATER
DISTRICT**

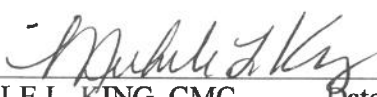
By: 
TONY ESTREMERERA Date
Chair, Board of Directors 04/27/2021

COUNTY OF SANTA CLARA


By:  APR 20 2021
MIKE WASSERMAN Date
President, Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

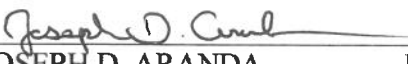
By: 
MICHELE L. KING, CMC Date
Clerk, Board of Directors 04/27/2021

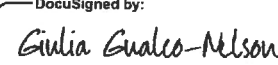
Attest:

By:  APR 20 2021
MEGAN DOYLE Date
Clerk of the Board of Supervisors

Approved as to form and legality:

Approved as to form and legality:

By: 
JOSEPH D. ARANDA Date
Assistant District Counsel 04/27/2021

By: 
DocuSigned by:
55D1EA622C9343A...
GIULIA GUALCO-NELSON Date
Deputy County Counsel

Exhibits to this Agreement:

Exhibit A: Project Description

Exhibit B: Property

Exhibit C: Supplemental Conditions for Use of Property

EXHIBIT A

PROJECT DESCRIPTION

Anderson Dam was built in 1950 to the seismic and dam safety standards of the day. Valley Water plans to retrofit and strengthen Anderson Dam in Morgan Hill in compliance with today's seismic and safety standards and regulations. Known as the Anderson Dam Seismic Retrofit Project (ADSRP), this effort will ensure public safety and secure a reliable water supply. Without improvements, a large earthquake could result in significant damage to the dam, possibly leading to dam failure and uncontrolled water release that could inundate much of Santa Clara County. The project includes construction of a diversion tunnel, low and high level outlet works, removal and reconstruction of the spillway and the dam embankment. These improvements will bring the dam embankment into compliance with regulatory standards and increase the spillway and outlet capacities to allow a rapid controlled drawdown in an emergency and to enhance incidental flood protection.

On February 2020, the Federal Energy Regulatory Commission (FERC), which has jurisdictional authority over Anderson Dam safety measures and operations issued an order requiring Valley Water to lower Anderson Reservoir to an elevation of 488 feet (deadpool) no later than October 1, 2020 and to maintain deadpool to the extent feasible until the ADSRP can be completed. Also, per the Order, Valley Water must immediately design and construct a higher capacity low-level outlet tunnel to allow for quicker and more reliable drawdown of the reservoir. This new tunnel must be in place before dam reconstruction can begin under the ADSRP.

Valley Water's FERC Order Compliance Project (FOCP) will implement a set of interim risk reduction measures to address the requirements of the FERC Order. The FOCP consists of four broad categories of actions: (1) drawdown of the reservoir, (2) design and construction of a low-level outlet tunnel—the Anderson Dam Tunnel Project (ADTP), (3) operation and maintenance of the tunnel to keep reservoir surface water elevation at 488 feet, and (4) implementation of avoidance, minimization, and mitigation measures to address potential adverse effects on aquatic resources, water supply, land surface elevations, and groundwater recharge. Valley Water must complete the ADTP and begin operations of the low-level outlet tunnel before the ADSRP dam retrofit may proceed.

Project Timing

The ADTP is estimated to take roughly three years and reach completion around December 2023, at which time FOCP Anderson Tunnel operations will go into effect and continue through the remainder of the dam retrofit. The ADSRP is expected to begin in 2024 and will take up to eight years to complete. All timing of work is dependent on permit requirements and field conditions encountered.

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FOCP Project Components

Currently the FOCP consists of four broad categories of actions:

1. **Reservoir Drawdown to Deadpool.** Safe drawdown of Anderson Reservoir to deadpool, and reservoir operation and water level maintenance until Anderson Dam Tunnel is operational.
2. **Anderson Dam Tunnel Project (ADTP).** Construction of a new outlet system that includes a reopening of the original Coyote Creek channel (northern channel) downstream of the existing dam, allowing for a reliable and efficient drawdown of the reservoir.
3. **Anderson Dam Tunnel Operation and Maintenance.** Operation of Anderson Dam Tunnel and water management procedures anticipated to occur until seismic deficiencies can be fully mitigated at Anderson Dam.
4. **Avoidance and Minimization Measures.** Implementation of measures to avoid or minimize environmental or water supply impacts, including:
 - a. **Bank and Rim Stability Improvements.** Geotechnical investigations and monitoring in the areas of known landslides along Anderson Reservoir rim to address potential impacts of reservoir drawdown and if necessary, installation of structural improvements at the landslide sites and/or make repairs if damage occurs.
 - b. **Existing Intake Structure Modifications.** Geotechnical investigation and monitoring of the intake structure to address potential geotechnical impacts of dewatering on the existing outlet structure and, if necessary, installation of structural improvements to reinforce the existing Anderson Dam intake structure and/or make repairs if damage occurs.
 - c. **Creek Channel and Bank Erosion Control Modifications.** Modifications required to avoid erosion impacts within Coyote Creek anticipated to result from combined flow releases through the existing Anderson Dam outlet and the new Anderson Dam Tunnel.
 - d. **Imported Water Releases and Cross Valley Pipeline Extension.** Provide for imported water releases to Coyote Creek via the Coyote Discharge Line immediately downstream of Anderson Dam and construction of a new pipeline extension off the Cross Valley Pipeline (CVP spur) that would allow imported water discharges downstream of Ogier Ponds. After construction of the CVP spur to provide recharge water downstream, chillers will be installed and may be used to chill imported water for continued environmental releases via the Coyote Discharge Line.
 - e. **Coyote Percolation Dam Replacement.** Replace the existing flashboard dam at the Coyote Percolation Pond with an inflatable bladder dam that can be deflated (lowered) to allow higher flows to pass safely.

- f. Coyote Creek Flood Management Measures. Acquisition or elevation of several structures, and construction of off-stream floodwalls or levees to reduce flood risks from higher maximum Anderson Dam Tunnel flows, combined with outflows from the existing outlet and Coyote Creek inflows resulting from storm events.
- g. Steelhead and Fish Avoidance and Minimization Measures. Measures include spring pulse flows, Coyote Creek fish rescue and relocation, Anderson Reservoir fish rescue and relocation, fyke trap installation and operation, normal operation of Coyote Reservoir, augmenting streamflow downstream of Anderson Dam, re-opening a historical Coyote Creek channel, cold water management zone monitoring, and water quality monitoring, in addition to measures related to release of chilled imported water downstream of Anderson Dam.
- h. Implementation of Additional Project-specific Avoidance and Minimization Measures. The FOCPP will implement project specific best management practices (BMPs) and other environmental protection measures to protect water quality and biological resources.

EXHIBIT B
PROPERTY

RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103

AFTER RECORDING RETURN TO:

REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 728-34-020 portion

Grantee is exempt under section 11922 Revenue
and Taxation Code of the state of California.
Declarant or Agent Determining Tax:

Bill Magleby, Senior Real Estate Agent

DOCUMENT NO.: 9186-35

GRANT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, which acquired title as
COUNTY OF SANTA CLARA, a public corporation, hereinafter "Grantor," does hereby grant to
the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California
Legislature (District), all that real property in the County of Santa Clara, State of California,
described in EXHIBIT A, attached hereto and made a part hereof.

Dated this day of , 2020

COUNTY OF SANTA CLARA,
a political subdivision of California

BY: _____

Title: _____

BY: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
 COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

 Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

EXHIBIT A

**SANTA CLARA VALLEY WATER DISTRICT
SAN JOSE, CA 95118**

**PROJECT: ANDERSON DAM SEISMIC RETROFIT
PROJECT**

**RESU FILE NO.: 9186-35
BY: BB**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF COUNTY OF SANTA CLARA AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 24, 1958 AS DOCUMENT NUMBER 1483888, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LANDS OF SANTA CLARA VALLEY WATER CONSERVATION DISTRICT AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON MARCH 23, 1960 AS DOCUMENT NUMBER 1788138, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF THAT CERTAIN DEED RECORDED ON JUNE 24, 1958 AS DOCUMENT NUMBER 1483888, AND SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF LANDS OF SANTA CLARA VALLEY WATER CONSERVATION DISTRICT AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON OCTOBER 7, 1964 AS DOCUMENT NUMBER 2718670 ALL IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG THE WESTERLY LINE OF SAID DOCUMENT NUMBER 1788138, S 52° 02' 47" E, 238.92 FEET TO A CORNER ON NORTHWESTERLY LINE OF SAID DOCUMENT NUMBER 1788138, SAID POINT ALSO BEING THE NORTHERLY CORNER OF THE CERTAIN DEED RECORDED ON MAY 17, 1985 AS DOCUMENT NUMBER 8412175, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY;

THENCE CONTINUING ALONG SAID WESTERLY LINE, S 16° 00' 13" W, 45.03 FEET;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES:

- 1) N 57° 49' 17" W, 315.12 FEET
- 2) N 60° 49' 35" W, 318.52 FEET
- 3) N 23° 28' 28" E, 13.73 FEET, TO THE SOUTHERLY LINE OF LANDS OF SANTA CLARA VALLEY WATER CONSERVATION DISTRICT AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON OCTOBER 7, 1964 AS DOCUMENT NUMBER 2718670 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHERLY LINE, S 68° 11' 10" E, 391.42 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.65 ACRES OF LAND, MORE OR LESS

BASIS OF BEARINGS:

THE BEARING OF S 52° 02' 47" E, SHOWN AS N 52° 11' 30" W ON THAT CERTAIN DEED RECORDED ON MARCH 23, 1960 AS DOCUMENT NUMBER 1788138, IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

SURVEYOR'S STATEMENT:

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.


JESSICA DEMARTINI, L9095

6/8/20
DATE



SCVWD S:\REQUESTS\ANDERSON DAM AND RESERVOIR\2020_16212 Working\CAD\FROM COUNTY PARK\2020_162_9186_35Plat.dwg

O'CONNELL ET AL
APN 729-48-005
DOC. 20907419



S.C.V.W.D.
APN: 729-48-001&002
6691 O.R. 269
DOC. 2718670

N23°28'28"E
13.73'

SANTA CLARA COUNTY
APN 728-34-020
DOC. 1483888

S.C.V.W.D.
APN 728-34-019
DOC. 1483888

SANTA CLARA COUNTY
APN 728-34-021
DOC. 1483888

S68°11'10"E 391.42'
N60°49'35"W 318.52'

AREA = 0.65 ACRES ±
BASIS OF BEARINGS
S52°02'47"E 238.92'
N57°49'17"W 315.12'

P.O.B.

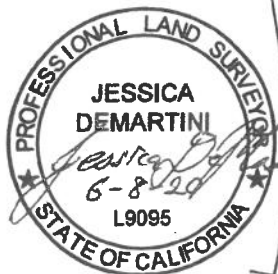
S.C.V.W.D.
APN 728-34-019
DOC. 1788138

S16°00'13"W
45.03'

S.C.V.W.D.
APN 728-34-019
DOC. 8412175
J349 O.R. 325

S.C.V.W.D.
APN 728-34-019
DOC. 1788138

COCHRANE ROAD



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 150'

RESU FILE NO.	9186-35
APN	728-34-020
TITLE REPORT NO.	
DRAWN	BB

RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 729-36-001

Grantee is exempt under section 11922 Revenue
and Taxation Code of the state of California.
Declarant or Agent Determining Tax:

Name, Title

DOCUMENT NO.: 9186-39

GRANT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, hereinafter "Grantor," do(es)
hereby grant to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by
the California Legislature (District), all that real property in the County of Santa Clara, State of
California, described as:

Lot 105, as shown on that certain Map entitled, "Tract No. 3453 Holiday Lake Estates Unit No.
1" which Map was filed for record in the Office of the Recorder of the County of Santa Clara,
State of California, on November 14, 1963 in Book 169 of Maps, at Page(s) 29, 30, 31, 32 and
33.

Dated this day of , 2021

COUNTY OF SANTA CLARA,
a political subdivision of California

By: _____

Title: _____

By: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
 COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

 Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

SCVWD S:\REQUESTS\ANDERSON DAM AND RESERVOIR\2021_04212 Working\CAD\ROW2021-042_9186-39 Santa Clara County.dwg



ANDERSON
ANJELA ET AL
APN 729-36-007

GUIDO DIANA
L. TRUSTEE
APN 729-36-006

RAEL
ROBERT R
TRUSTEE
APN 729-36-005

SANTA CLARA COUNTY
APN 729-36-001
DOC. 10023283

AREA= 176,492 SQ. FT.
4.05 ACRES ±

SCVWD
APN 729-46-010

CORBIN
WILLIAM J ET AL
APN 729-36-002

LUCERO ROGER F
TRUSTEE
APN 729-32-014

HOLIDAY DRIVE

HOLIDAY DRIVE

COPPER HILL DRIVE



SANTA CLARA VALLEY WATER DISTRICT

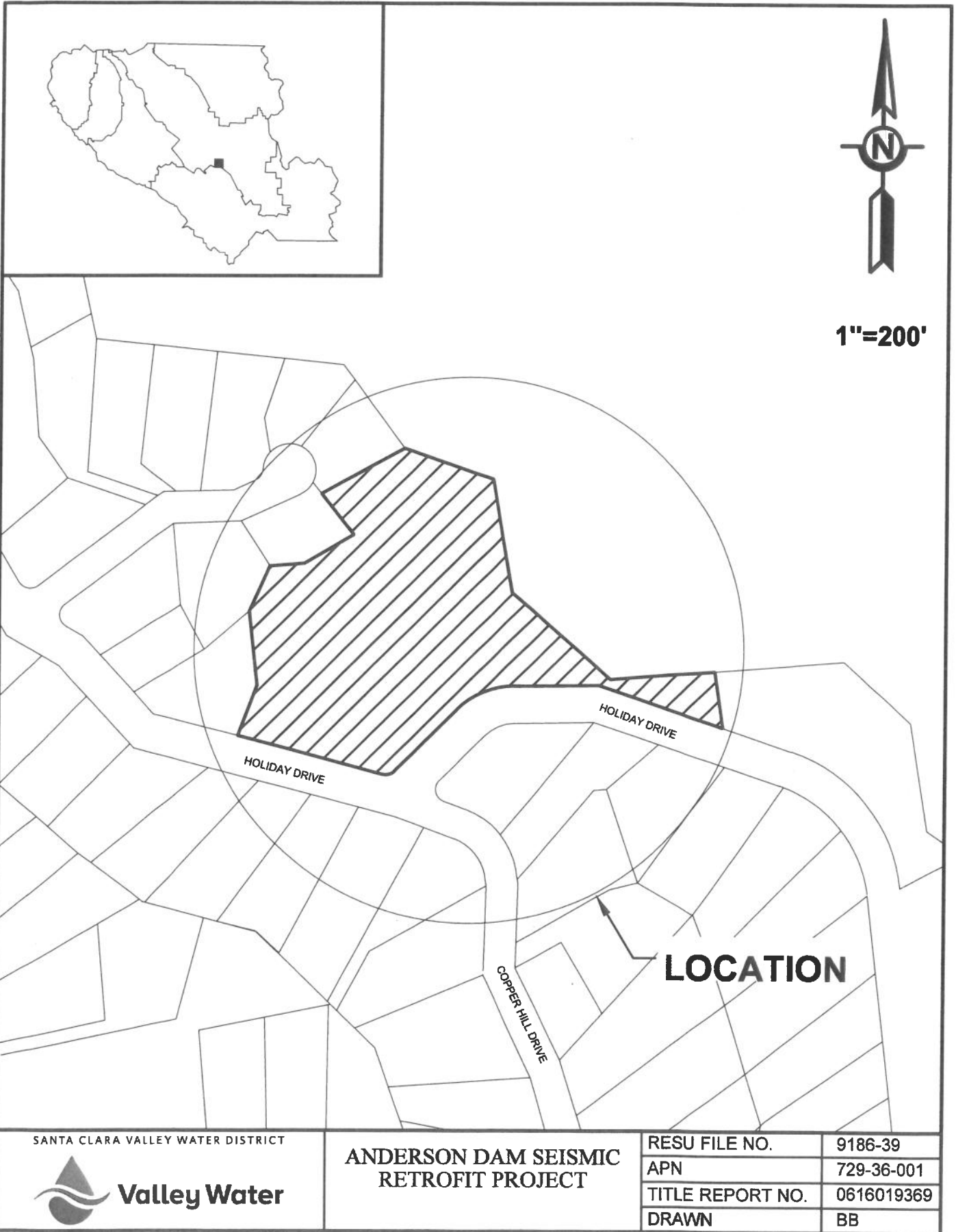


Valley Water

SCALE: 1" = 150'

RESU FILE NO.	9186-39
APN	729-36-001
TITLE REPORT NO.	0616019369
DRAWN	BB

SCVWD S:\REQUESTS\ANDERSON DAM AND RESERVOIR\2021_04\212 Working\CAD\ROW\2021-042_9186-39 Santa Clara County.dwg



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

**ANDERSON DAM SEISMIC
RETROFIT PROJECT**

RESU FILE NO.	9186-39
APN	729-36-001
TITLE REPORT NO.	0616019369
DRAWN	BB

RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 678-02-031 & 034

DOCUMENT NO.: 9188-17

UNDERGROUND UTILITY EASEMENT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, hereinafter "Grantor" do(es) hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature ("District"), an easement for electrical, internet and/or cable utility facilities in, upon, over, and across that certain real property, in the County of Santa Clara, State of California, described in EXHIBIT A, attached hereto. ("Easement Area").

The Easement Area must be kept clear of any type of building, fences, structure, or trees, unless prior written approval is obtained from District.

This easement includes the right to: (i) construct, reconstruct, inspect, maintain, operate and repair underground electrical, internet, and cable utility facilities, and appurtenant structures related to the supply of utilities to the percolation dam within, above, and/or under the Easement Area, and such appurtenant structures shall be subject to prior review and comment by the County, and such review and comment shall be limited to aesthetic and ecological elements and recreational safety and recreational function only, and to the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications for such appurtenant structures and make appropriate modifications to the plans; (ii) trim or remove such trees or brush within the Easement Area as may constitute a hazard to persons or property or may interfere with the use of the Easement Area for the purposes granted herein; (iii) enter upon said land with vehicles, tools, implements, and other materials and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein; and (iv) mark the location of the Easement Area by suitable markers, but said markers must be placed in locations which will not interfere with any reasonable use of the Easement Area by Grantor.

Dated this day of , 2021

COUNTY OF SANTA CLARA,
a political subdivision of California

By: _____

Title: _____

By: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

EXHIBIT A

**Santa Clara Valley Water District
San Jose, California**

**PROJECT: COYOTE PERCOLATION DAM
REPLACEMENT PROJECT**

**RESU File No.: 9188-17
By: B.Bains**

An easement over that certain real property situate in the County of Santa Clara, State of California, the lands as described in that certain deed recorded on April 29, 2005, as Document No.18346339, and as shown on that certain Tract Map filed in Book 625 of Maps at Pages 15 through 20, all in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at the southeasterly corner of Parcel 2 as described and as shown in said deed;

Thence along the southerly line of said Parcel 2, N75°23'17"W, 61.71 feet, to a point on the westerly line of the lands as described in that certain deed recorded o August 14, 1933 as Document No. 2757560 filed in the Office of the Recorder, County of Santa Clara, State of California.

Thence along the said westerly line, N09°02'52"W, 45.07 feet, the **POINT OF BEGINNING**;

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

- 1) N84°44'09"W, 42.54 feet;
- 2) N80°31'47"W, 32.30 feet;
- 3) N74°54'40"W, 84.86 feet;
- 4) N74°53'04"W, 54.75 feet;
- 5) N78°38'55"W, 53.39 feet;
- 6) N88°56'34"W, 55.02 feet;
- 7) N88°22'46"W, 57.80 feet;
- 8) N79°29'17"W, 63.43 feet;
- 9) S70°26'40"W, 38.60 feet;
- 10) S52°43'39"W, 46.99 feet to a point on the southwesterly line of the lands as described in that certain deed recorded on September 9, 1991 as Document No. 11048946 filed in the Office of the Recorder, County of Santa Clara, State of California, said point also the beginning of a non-tangent curve, concave southwesterly and having a radius of 167.00 feet, a radial line to said point bears N52°57'43"E;

Thence northwesterly along said curve thru a central angle of 14°32'08", an arc distance of 42.37 feet;

Thence leaving said southwesterly line the following twelve (12) courses:

- 1) N28°01'31"E, 22.75 feet;

- 2) S61°58'29"E, 34.65 feet;
- 3) N52°35'33"E, 20.11 feet;
- 4) N70°26'46"E, 47.12 feet;
- 5) S79°29'17"E, 67.24 feet;
- 6) S88°22'46"E, 56.15 feet;
- 7) S88°56'34"E, 56.73 feet;
- 8) S78°38'55"E, 55.85 feet;
- 9) S74°53'04"E, 55.40 feet;
- 10) S74°54'40"E, 83.74 feet;
- 11) S80°31'00"E, 31.18 feet;
- 12) S84°46'56"E, 36.24 feet to a point on the westerly line of the lands as described in aforesaid deed recorded as Document No.2757560

Thence along said westerly line, S09°02'52"E, 20.64 feet, to the **POINT OF BEGINNING**.

Containing 11,430 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N75°23'17"W, shown as N75°22'57"W along the southerly line of Parcel 2 as described and as shown in that certain deed, recorded on April 29, 2005 as document number 18346339, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

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


Jessica DeMartini, PLS 9095

4/8/21
Date



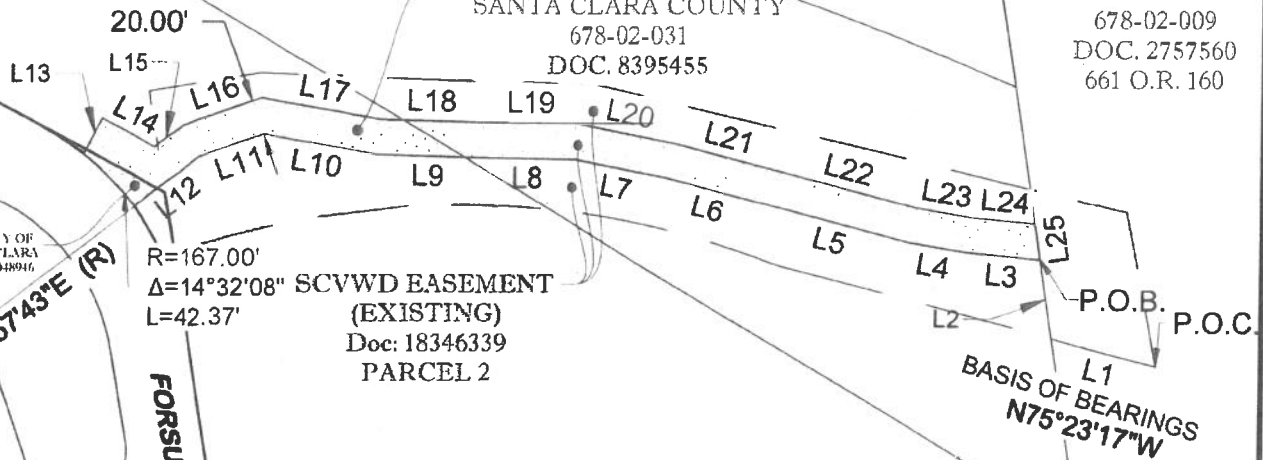
SCVWD
678-02-030
DOC. 18346339
PARCEL 1



P.E.
AREA: 11,430 SQ. FT.±

SANTA CLARA COUNTY
678-02-031
DOC. 8395455

SCVWD
678-02-009
DOC. 2757560
661 O.R. 160



COUNTY OF
SANTA CLARA
DOC. 11048916

R=167.00'
Δ=14°32'08"
L=42.37'
SCVWD EASEMENT
(EXISTING)
Doc: 18346339
PARCEL 2

SANTA CLARA COUNTY
678-02-034
DOC. 3859993

FORSUM CT.
FORSUM ROAD

TRACT MAP
625 M 15-20



P.E. = PERMANENT EASEMENT
R = RADIAL BEARING

SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 100'

RESU FILE NO.	9188-17
APN	MULTIPLE
TITLE REPORT NO.	616019163
DRAWN	B.BAINS

SCVWD S:\REQUESTS\COYOTE PERC POND\2021_06312 Working\CAD\ROW\2021-063 9188-17\2021-063_9188-17 Rev1.dwg

Line Table		
Line #	Bearing	Distance
L1	N75°23'17"W	61.71'
L2	N09°02'52"W	45.07'
L3	N84°44'09"W	42.54'
L4	N80°31'47"W	32.30'
L5	N74°54'40"W	84.86'
L6	N74°53'04"W	54.75'
L7	N78°38'55"W	53.39'
L8	N88°56'34"W	55.02'
L9	N88°22'46"W	57.80'
L10	N79°29'17"W	63.43'
L11	S70°26'40"W	38.60'
L12	S52°43'39"W	46.99'
L13	N28°01'31"E	22.75'

Line Table		
Line #	Bearing	Distance
L14	S61°58'29"E	34.65'
L15	N52°35'33"E	20.11'
L16	N70°26'40"E	47.12'
L17	S79°29'17"E	67.24'
L18	S88°22'46"E	56.15'
L19	S88°56'34"E	56.73'
L20	S78°38'55"E	55.85'
L21	S74°53'04"E	55.40'
L22	S74°54'40"E	83.74'
L23	S80°31'00"E	31.18'
L24	S84°46'56"E	36.24'
L25	S09°02'52"E	20.64'



SANTA CLARA VALLEY WATER DISTRICT

**Valley Water**

SCALE: 1" = 90'

RESU FILE NO.	9188-17
APN	MULTIPLE
TITLE REPORT NO.	616019163
DRAWN	B.BAINS

SANTA CLARA COUNTY



HIGHWAY 101



1"=200'

FORSUM ROAD

FORSUM CT.

LOCATION

SANTA CLARA VALLEY WATER DISTRICT



Valley Water

COYOTE PERCOLATION
DAM REPLACEMENT
PROJECT

RESU FILE NO.	9188-17
APN	MULTIPLE
TITLE REPORT NO.	616019163
DRAWN	B.BAINS

SCWWD S:\REQUESTS\COYOTE PERC POND\2021_063\2 Working\CADIROW\2021-063 9188-17\2021-063_9188-17 Rev1.dwg

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 725-06-008

DOCUMENT NO.: 9232-52

WATER PIPELINES EASEMENT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, hereinafter "Grantor," do(es) hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature ("District") an easement for water pipelines and appurtenances upon, over, and across that real property, in the County of Santa Clara, State of California, described in:

EXHIBIT A, attached hereto.

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

The easement shall include the right to construct, reconstruct, inspect, maintain, and repair appurtenant structures and underground pipelines related to operation of the pipeline within, above, and/or under the easement area, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. Such appurtenant structures shall be subject to prior review and comment by the County, and such review and comment shall be limited to aesthetic and ecological elements and recreational safety and recreational function only. To the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications for such appurtenant structures and make appropriate modifications to the plans. The easement also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand, and gravel for the purpose of excavating, widening, deepening, and otherwise rectifying the water pipeline and for the construction, maintenance, and repair of said water pipelines and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for water pipelines and appurtenant structures.

District shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

Use of the easement is for conveyance of water and appurtenant utilities to support the Coyote Creek groundwater recharge and surface water conveyance system.

Easement will automatically expire following Valley Water's Board of Directors' acceptance of the ADSRP as complete, or December 31, 2032 (the "triggering event"), whichever is earlier, subject to extension by agreement of the parties. County recognizes that to the extent Valley Water obtains the necessary regulatory approvals to make the pipeline operations permanent, the parties shall consider a permanent easement at that time. Should Valley Water not obtain a permanent easement right, the parties shall agree on a permit to enter or license or similar agreement to grant Valley Water the ability to remove Valley Water's improvements within 24 months of the triggering event.

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

Dated this day of , 2021

COUNTY OF SANTA CLARA,
a political subdivision of California

By: _____

Title: _____

By: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA } SS
 COUNTY OF SANTA CLARA

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

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

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

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

WITNESS my hand and official seal.

 Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

EXHIBIT A

**Santa Clara Valley Water District
San Jose, California**

PROJECT: CROSS VALLEY PIPELINE

RESU File No.: 9232-52
By: B.Bains

TEMPORARY EASEMENT (T.E.)

Being a portion of that certain real property situate in the County of Santa Clara, State of California, as shown as Parcel "A" and "C" on that certain Record of Survey filed on February 14, 1963 in Book 157 of Maps at Page 7, and described as Parcel 1 of Official Records filed on January 16, 1979 in Book E 229 at Pages 738 through 740, all in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

COMMENCING at the most westerly corner of Parcel "A" as shown on said Record of Survey;

Thence along the southwesterly line on said Parcel "A", S38°27'18"E, 11.20 feet to the **POINT OF BEGINNING**;

Thence leaving said southwesterly line the following two (2) courses:

- 1) N51°49'30"E, 524.85 feet;
- 2) N06°49'30"E, 17.58 feet to a point on the northwesterly line of said Parcel A;

Thence along said northwesterly line N51°41'37"E, 35.43 feet;

Thence leaving said northwesterly line the following three (3) courses:

- 1) S83°23'08"E, 17.77 feet;
- 2) N51°49'30"E, 49.01 feet;
- 3) N38°35'02"W, 12.66 feet to the southwesterly corner of said Parcel 1 and also being a point on the northwesterly line of said Parcel "A";

Thence along the southwesterly line of said Parcel 1, N38°35'02"W, 109.21 feet;

Thence leaving said southwesterly line, the following three (3) courses:

- 1) N51°38'55"E, 125.06 feet;
- 2) S64°30'56"E, 111.87 feet;
- 3) S27°36'19"W, 21.91 feet to a point on the southeasterly line of said Parcel 1, said point also being on the northwesterly line of said Parcel "A";

Thence S27°36'19"W, 49.00 feet to a point on the southeasterly line of Parcel "A", said point also being on the northwesterly line of Parcel "C" as shown on said Record of Survey;

Thence the following four (4) courses:

- 1) S27°36'19"W, 39.97 feet
- 2) S51°49'02"W, 173.71 feet;
- 3) N83°10'58"W, 12.04 feet;
- 4) S51°49'30"W, 524.74 feet to a point on the southwesterly line of said Parcel "C";

Thence along said southwesterly line, N38°27'18"W, 6.20 feet to the most westerly corner of said Parcel "C" and also the most southerly corner of said Parcel "A";

Thence along the southwesterly line of said Parcel "A", N38° 27' 18"W, 8.80 feet to the **POINT OF BEGINNING**.

Containing 31,584 square feet (0.73 Acres) of land, more or less.

BASIS OF BEARINGS:

The bearing of S38°27'18"E, shown as N39°17'15"E along the southwesterly line of Parcel "A" as shown on the Record of Survey filed on February 14, 1963 in Book 157 of Maps at Page 7, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

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


Jessica DeMartini, PLS 9095

2/18/21
Date



SANTA CLARA COUNTY

SANTA CLARA COUNTY
725-06-008
DOC. 6260232

E229 OR 738
PARCEL 1



T.E.
AREA: 31,584 SQ. FT.
(0.73 AC.) ±

NEHAWANDIAN
725-06-006
DOC. 23791101

ROS
157 M 7
PARCEL "A"

ROS
157 M 7
PARCEL "C"

E200 OR 513
PARCEL 3

LAUBACH
725-06-004
DOC. 23073741

P.O.C.

SEE DETAIL A

P.O.B.

S38°27'18"E
BASIS OF BEARINGS



T.E.: TEMPORARY EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 100'

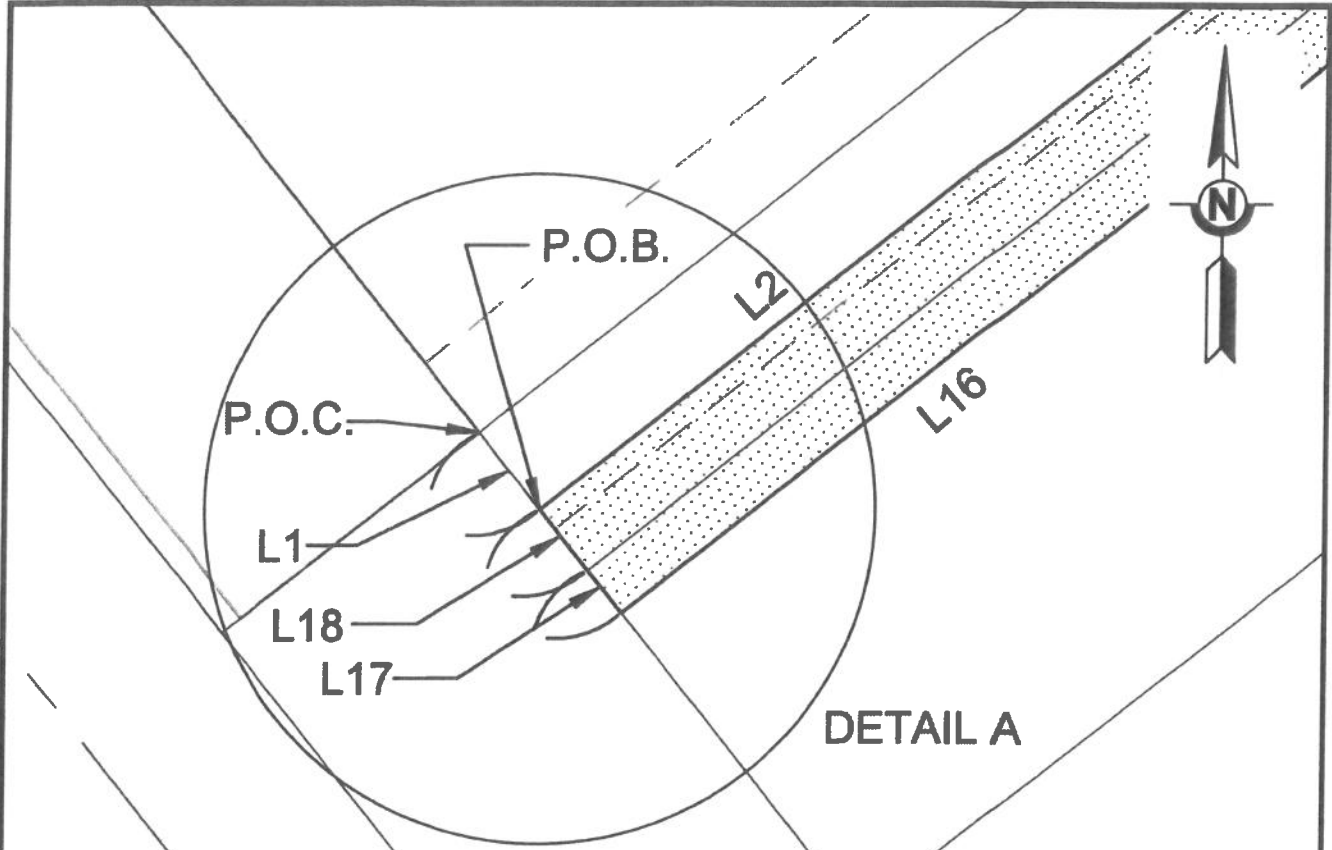
RESU FILE NO.	9232-52
APN	725-06-008
TITLE REPORT NO.	616019140
DRAWN	B.BAINS

SHEET 1 OF 2
Page 28 of 28

Attachment 1
Page 44 of 47

Exhibit B - Property

SCWWD S:\REQUESTS\CROSS VALLEY PIPELINE\2021_0982 Working\CAD\ROW\2021-098_9232-52 Plat Rev1.dwg



Line Table		
Line #	Bearing	Distance
L1	S38°27'18"E	11.20'
L2	N51°49'30"E	524.85'
L3	N06°49'30"E	17.58'
L4	N51°41'37"E	35.43'
L5	S83°23'08"E	17.77'
L6	N51°49'30"E	49.01'
L7	N38°35'02"W	12.66'
L8	N38°35'02"W	109.21'
L9	N51°38'55"E	125.06'
L10	S64°30'56"E	111.87'

Line Table		
Line #	Bearing	Distance
L11	S27°36'19"W	21.91'
L12	S27°36'19"W	49.00'
L13	S27°36'19"W	39.97'
L14	S51°49'02"W	173.71'
L15	N83°10'58"W	12.04'
L16	S51°49'30"W	524.74'
L17	N38°27'18"W	6.20'
L18	N38°27'18"W	8.80'



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 20'

RESU FILE NO.	9232-52
APN	725-06-008
TITLE REPORT NO.	616019140
DRAWN	B.BAINS

EXHIBIT C

SUPPLEMENTAL CONDITIONS FOR USE OF PROPERTY

Valley Water agrees to the following conditions for use of the Property as described in Exhibit B:

1. Live Oak Property 0.65 acres

- a. Access: Valley Water shall access this property for construction of ADTP through its own adjoining property. Valley Water has no permanent right of access through the remainder of the parcel retained by the County, however Valley Water may access public areas consistent with public use and request use of the remainder of the parcel (remainder of County lands at Live Oak) through the Master License Agreement.
- b. Additional Terms: This property shall be included in the Master Partnership Agreement, adopted by the County on August 14, 2018, as amended; however, the property is subject to the Closure Order issued by the Federal Energy Regulatory Commission on October 1, 2020. The Parties shall cooperate on processing an amendment to the Master Partnership Agreement to take effect upon termination of the Closure Order.

2. Cross Valley Pipeline Spur Temporary Easement

- a. Access: Point of entry to easement area is restricted to Monterey Highway.
- b. Design: Valley Water shall provide 60% construction drawings and specifications related to the outflow structure located on the Cross Valley Pipeline easement within fifteen (15) days of completion of the 60% construction drawings to County subject to compliance with the California Public Records Act. County shall have thirty (30) days from receipt to review and submit written comments on these plans and specifications. To the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications and make appropriate modifications to the plans. Within thirty (30) days of receipt of the 90% construction drawings, County shall review and comment on the 90% construction drawings. If the County does not respond within thirty (30) days, or any agreed upon extension, County will have waived its right to further comments on the design of these improvements.
- c. Scope of Design Review: The scope of County's review shall be limited to Valley Water's Project compatibility with aesthetic and ecological elements and recreational safety and recreational function.
- d. Additional Terms: Valley Water shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, any dispute between Pacific Gas &

Electric and Valley Water regarding easements on this property. This indemnity obligation shall survive the termination or expiration of this Agreement. Valley Water agrees to incorporate this indemnity obligation in any successful negotiations for direct purchase and/or final resolution of eminent domain proceedings consistent with Section 2.1 of this Agreement.

3. Coyote Percolation Dam Utility Easement

- a. Design: Valley Water shall provide 60% construction drawings and specifications related to the outflow structure located on the Coyote percolation dam utility easement within fifteen (15) days of completion of the 60% construction drawings to County subject to compliance with the California Public Records Act. County shall have thirty (30) days from receipt to review and submit written comments on these plans and specifications. To the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications and make appropriate modifications to the plans. Within thirty (30) days of receipt of the 90% construction drawings, County shall review and comment on the 90% construction drawings. If the County does not respond within thirty (30) days, or any agreed upon extension, County will have waived its right to further comments on the design of these improvements.
- b. Scope of Design Review: The scope of County's review shall be limited to Valley Water's Project compatibility with aesthetic and ecological elements and recreational safety and recreational function.

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FIRST AMENDMENT TO AGREEMENT FOR POSSESSION AND USE

This First Amendment (“First Amendment”) to the Agreement for Possession and Use effective April 27, 2021 (“Original Agreement”) is entered into by and between the Santa Clara Valley Water District, a special governmental district of the State of California (“Valley Water”), and the County of Santa Clara, a political subdivision of the State of California (“County”) (collectively the “Parties”), retroactively effective as of October 24, 2021.

RECITALS

WHEREAS, Valley Water is presently undertaking construction of risk reduction measures identified in the Federal Energy Regulatory Commission (FERC) February 20, 2020 Order, which includes various measures including construction of the Anderson Dam Tunnel;

WHEREAS, to complete the Anderson Dam Tunnel and other risk reduction measures identified in the FERC February 20, 2020 Order, and then to eventually undertake the Anderson Dam seismic retrofit, Valley Water requires various fee, easement, and temporary easement interests in and over County-owned lands;

WHEREAS, on April 27, 2021 the Parties entered into the Original Agreement to permit Valley Water a right of possession prior to acquisition of the property interests, without delay or prejudice to County’s right to receive just compensation for the properties, and the Original Agreement is attached hereto for reference as Exhibit A;

WHEREAS, the Original Agreement prescribed a six month (180 day) negotiation period for the Parties to execute a Sale Agreement, which terminated on October 24, 2021;

WHEREAS, due to administrative delay, the Parties were not able to timely amend the Original Agreement to extend the negotiation period of the Original Agreement prior to October 24, 2021, and the Parties have determined that it is necessary to execute a six month extension through retroactive approval of this First Amendment;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties contained herein, the Parties hereto agree as follows:

I. AMENDMENTS TO AGREEMENT

- A. Negotiations for Direct Purchase.** Section 2.1 of the Original Agreement is amended to read as follows:

Valley Water shall continue to negotiate in good faith with County to acquire the Property by direct purchase, after the Effective Date. In the event a binding agreement for such direct purchase mutually acceptable to Valley Water and County in their mutual discretion (the “Sale Agreement”) is not executed by Valley Water and County by twelve months (365 days) after the Effective Date, then the Parties shall submit the matter to a mutually agreed to mediation service

for mediation by providing to the mediation service a joint, written request for mediation. The Parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. If the Parties are unable to agree on a mediation service or mediator by twelve months (365 days) after the Effective Date, the Parties shall submit a joint, written request to the State Mediation and Conciliation Service to appoint a mediator within seven (7) days. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. Absent written agreement of the Parties to the contrary, the mediation process shall be deemed terminated within sixty (60) days of the date that mediation proceedings commence. In the event that the mediation is terminated without a Sale Agreement, then Valley Water shall submit to its governing body for consideration a resolution of necessity under Code of Civil Procedure Sections 1245.210 et seq., for authorization to acquire the Property by eminent domain and shall promptly file its complaint in eminent domain to acquire the Property in accordance with Code of Civil Procedure Section 1250.110. If Valley Water begins proceedings in eminent domain, this Agreement will continue in effect until a settlement is reached, or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court, or the proceedings are abandoned by Valley Water under Section 1268.510 of the California Code of Civil Procedure.

- II. DEFINITIONS.** Capitalized terms used in this First Amendment without definition shall have the same meaning ascribed to such terms in the Original Agreement.
- III. FORCE AND EFFECT.** Except as modified by this First Amendment, the terms and conditions of the Original Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this First Amendment and the Original Agreement as to the specific matters which are the subject of this First Amendment, the terms and conditions of this First Amendment shall control. Upon the effective date of this First Amendment, this First Amendment shall be construed to be a part of the Original Agreement and shall be deemed incorporated into the Original Agreement by this reference.
- IV. ENTIRE AGREEMENT, AMENDMENT.** The Original Agreement, as amended by this First Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the Agreement defined as the Original Agreements and any subsequent amendments and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and

extinguished by the Original Agreement, as amended by this First Amendment, and this First Amendment shall only be effective upon the full execution by all Parties hereto.

- V. COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES.** This First Amendment may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed the First Amendment. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.
- VI. SUBMISSION OF FIRST AMENDMENT TO AGREEMENT; NONBINDING UNTIL SIGNED.** The Parties agree, accept, and understand that a submission of this First Amendment for examination, review, editing, or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the First Amendment and this First Amendment shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this First Amendment is nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this First Amendment, or by reason of actions taken in reliance upon this First Amendment (including, but not limited to, any obligation to continue negotiations) unless and until this First Amendment is fully executed by all of the Parties.
- VII. CONSTRUCTION.** This First Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

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VIII. AUTHORITY TO EXECUTE AND BIND. Each Party hereto represents and warrants to the other that the persons executing this First Amendment on its behalf have full and complete legal authority to do so, and thereby binds the party to this First Amendment.

**SANTA CLARA VALLEY WATER
DISTRICT**

COUNTY OF SANTA CLARA

By: _____
TONY ESTREMER Date
Chair, Board of Directors

By: _____
JEFFREY V. SMITH Date
County Executive Officer

Attest:

By: _____
MICHELE L. KING, CMC Date
Clerk, Board of Directors

Approved as to form and legality:

Approved as to form and legality:

By: _____
JOSEPH D. ARANDA Date
Assistant District Counsel

By: _____
CHRISTOPHER R. CHELEDEN Date
Lead Deputy County Counsel

Exhibit A: Original Agreement

EXHIBIT A

AGREEMENT FOR POSSESSION AND USE

This AGREEMENT FOR POSSESSION AND USE (hereinafter “Agreement”) is made and entered into as of April 27, 2021 (the “Effective Date”) by and between SANTA CLARA VALLEY WATER DISTRICT (“Valley Water”), a special governmental district of the State of California, and the COUNTY OF SANTA CLARA (“County”), a political subdivision of the State of California (hereinafter collectively the “Parties”).

RECITALS

This Agreement is entered on the basis of the following facts, understandings and intentions of the Parties:

A. The Federal Energy Regulatory Commission (“FERC”) has jurisdiction under the Federal Power Act to impose safety and operational measures over Anderson Dam located in Coyote Creek because Valley Water operates a small hydroelectric generation facility located at the reservoir;

B. On February 20, 2020, FERC for public health and safety reasons, ordered Valley Water to immediately implement the following interim Anderson Dam risk reduction measures: (a) immediately lower and maintain Anderson Reservoir operating level no higher than elevation 565 feet; (b) lower Anderson Reservoir’s level to elevation 488 feet (deadpool) beginning no later than October 1, 2020, as safely and quickly as possible and maintain deadpool to the extent feasible; (c) immediately design and construct the low-level outlet tunnel (“Anderson Dam Tunnel”) to more reliably and quickly drawdown Anderson Reservoir after an earthquake and/or to better maintain deadpool during significant precipitation; and (d) implement the dam safety directives, including design and construction of the proposed low-level outlet, while securing alternative water supplies and working with FERC staff, and federal, state and local resource agencies to minimize environmental effects;

C. Valley Water developed and its Board approved the Federal Energy Regulatory Commission Order Compliance Project (“FOCP”), which is a project that includes various measures including construction of the Anderson Dam Tunnel to ensure compliance with the FERC’s February 20, 2020 Order;

D. A public works procurement process is currently underway with the goal of awarding a public works construction contract to construct the Anderson Dam Tunnel project by April of 2021;

E. Valley Water requires immediate possession of a portion of County’s real property to construct a capital improvement project associated with modifications to the Anderson Dam, which project generally consists of FOCP (including the construction of the Anderson Dam Tunnel) and the Anderson Dam Seismic Retrofit Project (“ADSRP”), collectively “Project,” a description attached hereto as Exhibit A;

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F. In order to award the Anderson Dam Tunnel project construction contract, Valley Water must first acquire various fee, easement, and temporary easement interests in County land, on and over County lands more specifically legally described in attached Exhibit B (the “Property”);

G. County asserts that all of the land encompassed within the Property is already appropriated to prior and anticipated future public uses in accordance with applicable provisions of the California Eminent Domain Law (California Code Civ. Proc. §§ 1230.010 to 1268.720) (the “Eminent Domain Law”). County further asserts, but Valley Water disagrees, that some of the existing uses of the Property are incompatible or more necessary than Valley Water’s proposed uses of the Property in connection with the Project, and County claims that it is entitled to continue the prior and anticipated future public use of the Property for which it has been appropriated. Valley Water asserts, but County disagrees, that Valley Water’s planned public use and need for the Property is more necessary than the County’s need for and existing public use of the Property because it is required to comply with the FERC February 20, 2020 emergency order to ensure the protection of public health and safety. In consideration of this Agreement, and conditioned upon compliance therewith, County recognizes that it waives its right to challenge Valley Water’s right to take, including but not limited to Valley Water’s assertion that the proposed Project use (i) is compatible with the existing public use and will not unreasonably interfere with or impair the continuance of the public use, and (ii) is a more necessary public use than the use to which the property is currently appropriated, subject to compliance with the terms and conditions stated herein.

H. The Parties desire to avoid the time, expense, and costs of litigating such issues, particularly because both parties are public agencies, the need to ensure compliance with the FERC Order, and the costs of advancing such disputes would come from public funds;

I. The Parties have met and conferred, and County has determined it is willing to work with Valley Water and its desire to advance the Project;

J. The purpose of this Agreement is for County to permit Valley Water a right of possession prior to Valley Water’s acquisition of the Property, prior to and in contemplation of a sale under threat of eminent domain or by order of condemnation under Code of Civil Procedure § 1268.030, to permit Valley Water to proceed with the construction of the Project without delay or prejudice to County’s right to receive just compensation for the Property.

K. Valley Water desires to obtain and County agrees to grant to Valley Water an irrevocable right to possess and use the Property under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sum to be paid to owner, the mutual covenants and promises of the Parties contained herein, and without any waiver by County of its rights to receive, nor any release by County of its right to receive from Valley Water full and fair just compensation, and all costs or expenses required to be paid to or allowed under the Eminent Domain Law, the Parties hereto agree as follows:

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1. DEPOSIT AND POSSESSION

1.1 **Possession.** Conditioned upon Valley Water's compliance with the terms of this Agreement, County hereby grants to Valley Water, its contractors, agents, and all others deemed necessary by Valley Water, the right to possession and use of the Property for the construction of Project in the manner proposed. It is intended by the Parties that this right to possession and use shall be the equivalent of an order for prejudgment possession under Code of Civil Procedure Sections 1255.410 *et seq.* From the effective date of this Agreement, County waives any rights to challenge Valley Water's right to acquire, possess and use the Property consistent with the terms of this Agreement. This waiver includes waiver of any challenge to Valley Water's right to possess or use the Property, and the only issue shall be the amount of just compensation for the Property, including without limitation severance damages, lost goodwill and all other damages, costs and expenses that County may assert arising from Owner's taking of the Property, recognizing that relocation benefits are addressed in a separate proceeding.

1.2 **Deposit.** In consideration for this possession and use, no later than three (3) business days following the Effective Date, Valley Water shall deposit into an escrow with Old Republic Title Company, an escrow company mutually selected by County and Valley Water ("Escrow Holder"), the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Parties acknowledge and agree this is a compromise figure for the Deposit, and does not represent an appraised value for the interests being conveyed, nor a determination by either of probable just compensation. The Parties contemplate negotiating potential cash and non-cash elements of just compensation, such that the Deposit is not intended to reflect full, fair compensation, and such figure shall be subject to the evidentiary restrictions of Code of Civil Procedure section 1255.060. Such sum shall be retained in an interest bearing account, bearing interest at no less than the rates provided under code of Civil Procedure section 1268.350, and without any offset otherwise provided under Code of Civil Procedure section 1268.330, and such sum shall be treated as a deposit of Valley Water's determination of the probable amount of compensation for acquisition of the Property pursuant to California Code of Civil Procedure Section 1255.010.

1.3 **"As Is" Condition of Property.** Valley Water has examined the Property and accepts possession of the Property in its "AS IS" condition. Valley Water expressly acknowledges and agrees that it has had and/or County agrees that it will provide a full and adequate opportunity to inspect the Property, and determine its feasibility and suitability for Valley Water's intended use. County has not made and is not making, and Valley Water, in executing and delivering this Agreement, is not relying upon, any warranties, representations, promises or statements, except as expressly set forth in this Agreement. Specifically, and except as otherwise specifically provided in this Agreement, County makes no representations or warranties regarding the physical or environmental condition of the Property, its condition of title, any subsurface or unapparent conditions, or the fitness of the Property for the Project, or any Valley Water uses. Without limiting the generality of the preceding provisions, Valley Water, by executing this Agreement and taking possession of the Property shall conclusively be deemed to have agreed to have accepted the condition of the Property in its "AS-IS" condition as of the date of Valley Water's possession.

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2. EMINENT DOMAIN PROCEEDINGS

2.1 **Negotiations for Direct Purchase.** Valley Water shall continue to negotiate in good faith with County to acquire the Property by direct purchase, after the Effective Date. In the event a binding agreement for such direct purchase mutually acceptable to Valley Water and County in their mutual discretion, (the "Sale Agreement") is not executed by Valley Water and County by six months (180 days) after the Effective Date, subject to extension by mutual written agreement of the Parties, then Valley Water may submit to its governing body a resolution of necessity under Code of Civil Procedure Sections 1245.210 et seq., for authorization to acquire the Property by eminent domain. In the event such resolution is passed, Valley Water may promptly file its complaint in eminent domain to acquire the Property in accordance with Code Civ. Proc. § 1250.110. If Valley Water begins proceedings in eminent domain, this Agreement will continue in effect until a settlement is reached, or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court, or the proceedings are abandoned by Valley Water under Section 1268.510 of the California Code of Civil Procedure.

2.2 **Waiver of Right to Take Defenses.** Code of Civil Procedure Section 1245.235 requires Valley Water to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before Valley Water's governing board, and be heard on the matters referred to in Code of Civil Procedure Section 1240.030. In connection with any such passage by Valley Water of a resolution of necessity, and conditioned upon compliance with the terms hereof, County agrees to the following:

2.2.1 County waives any right to challenge the adoption of the resolution of necessity, as to each of the four required elements, for the Project in substantially the manner proposed including but not limited to the any of the grounds for objection set forth in Code of Civil Procedure Sections 1250.360 and 1250.370, by Valley Water's governing board authorizing the taking of the Property for the Project in substantially the manner proposed;

2.2.2 County shall not object to the filing of an eminent domain proceeding to acquire the Property for the Project; and

2.2.3 In any eminent domain action filed by Valley Water to acquire the Property, County waives any right to challenge Valley Water's right to take such Property, including but not limited to (i) any of the grounds for objection set forth in Code of Civil Procedure Sections 1250.360 and 1250.370; (ii) Valley Water's assertion that the proposed Project in substantially the manner proposed is compatible with the existing public use and will not unreasonably interfere with or impair the continuance of the public use; and (iii) Valley Water's assertion that the proposed Project use is a more necessary public use than the use to which the property is appropriated, and the only issue shall be the amount of just compensation and damages, precondemnation or otherwise, for the Property, provided, however, that County shall have and retain all rights and remedies at law or in equity to enforce the terms of this Agreement.

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2.3 Date of Valuation. The date of valuation for determining the amount of just compensation for the Property in any eminent domain proceeding to acquire the Property shall be the date on which Valley Water has filed the complaint in said proceeding or the date on which the Deposit Amount is delivered into escrow as set forth in Paragraph 1.2 Deposit, whichever is earlier.

2.4 Interest. Except as otherwise specifically provided herein, compensation awarded in an eminent domain proceeding shall draw interest as provided under the Eminent Domain Law. To the extent cash and non-cash elements are included, the Parties shall in good faith attempt to agree on the value of any non-cash measures, or negotiate a lump sum of interest owing to County to reflect the appropriate interest payment to be made on the value of non-cash components agreed to as part of any settlement and/or subsequent judicial proceedings. County shall be entitled to receive interest on any sum determined as compensation for its interest in the Property, whether pursuant to a sale agreement or a subsequent settlement or court judgment, and such interest shall begin to accrue on the Effective Date of this Agreement, and shall cease to accrue on the earliest of the following dates:

2.4.1 The date the full amount of agreed or adjudicated just compensation for the Parcel is paid to the County at the request of County;

2.4.2 The date any amount of compensation is paid directly to the County under a Sale Agreement but only to the extent of any amount so paid;

2.4.3 The date of any withdrawal of the Deposit by County under Code of Civil Procedure Sections 1255.210 et seq., but only to the extent of such amounts actually withdrawn; or

2.4.4 The date the amount of total just compensation deposited with the court as the final award in a judgment in condemnation is withdrawn by County.

2.4.5 Any such interest shall be offset by interest paid to County from the funds on deposit with Escrow Holder.

2.5 Abandonment of Proceeding or Decision Not to Acquire. Under Section 1268.510 of the California Code of Civil Procedure, at any time after the commencement of proceedings in eminent domain, Valley Water reserves the right to abandon the proceedings in whole or in part. In such event, or in the event Valley Water otherwise determines not to acquire the Property, Valley Water's right to possession and use under this Agreement shall terminate, effective as of the date of a Notice of Abandonment or a Notice of Intent Not to Acquire is provided by Valley Water to County. In such event, Valley Water shall immediately vacate the Property, and shall unless otherwise directed by County in writing, Valley Water shall return the Property to its condition as of the date Valley Water took possession, removing any pipelines, utility installations, structures, or other improvements placed thereon, and leaving the Property in a clean, safe, sanitary condition, as near as practicable to its condition prior to Valley Water's possession. In such event, any prior exercise of the rights of possession and use granted hereunder shall be treated as equivalent to rights under an order for prejudgment possession under code of Civil Procedure sections 1255.410 et seq., and County shall be entitled to any and all of its actual

attorneys' fees and other costs in entering into this Agreement as though such fees and costs were "litigation expenses" under Code of Civil Procedure section 1268.610. In the event of such abandonment, County shall be required to reimburse Valley Water the Deposit Amount, less damages and litigation expenses as provided above, and the indemnification provided in Section 4 shall survive, and continue in effect for all claims or liabilities arising from or caused by activities occurring while Valley Water was in possession of the Property.

3. ENVIRONMENTAL MATTERS

3.1 **Definitions.** For the purposes of this Agreement, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

3.1.1 The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article II of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*

3.1.2 The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the Project, facilities, soil, groundwater, air or other elements on, in or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time (whether before or after the date of Agreement) emanating from the Property.

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3.1.3 The term “Governmental Requirements” shall mean all past, present and future laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city, or any other political subdivision in which the Property are located, and any other state, county, city, political subdivision, County, instrumentality or other entity exercising jurisdiction over County, Valley Water or the Property.

3.2 **Valley Water’s Environmental Indemnity.** Valley Water shall save, protect, defend, indemnify and hold harmless County, its, trustees, officers, officials, employees, volunteers, assigns, successors in interest and agents from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants’ fees, investigation fees, reasonable attorney’s fees and costs and remedial and response costs) (the foregoing are collectively referred to as “Liabilities” in this paragraph) which may now or in the future be incurred or suffered by County and its trustees, officers, officials, employees, or agents by reason of, resulting from, in connection with, or existing in any manner whatsoever as a direct or indirect result of (1) Valley Water’s use, generation, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination after the commencement of this Agreement, including any Liabilities incurred under any Governmental Requirements relating to such Hazardous Materials or Hazardous Materials Contamination, and (2) the performance by Valley Water of any acts or omissions with respect to use or operation of the Property or the Project, including, but not limited to, the performance of any act required by the environmental matters addressed in this Agreement. Valley Water’s obligations under this Section 3 shall survive the expiration or early termination of this Agreement and shall not merge with any grant deed. Valley Water’s environmental indemnity shall not apply to property owned by Valley Water in fee simple.

3.3 **County’s Covenant.** County covenants and represents that to the best of its actual knowledge without inspection, and as of the Effective Date of this Agreement, there are no known Hazardous Materials or Hazardous Materials Contamination at the Property. Valley Water may, at its sole cost and expense, may conduct a Phase I Environmental Site Assessment (“ESA”) prior to making improvements on the Property and, if so recommended in the Phase I ESA, a Phase II ESA, prior to entering into possession of the Property.

3.4 **Duty to Prevent Hazardous Material Contamination.** Valley Water and/or its agents or contractors shall store any Hazardous Material required for operation and/or maintenance of the Project in strict accordance with all applicable laws and regulations pertaining thereto; and shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Valley Water shall install and utilize such equipment and implement and adhere to such procedures as are consistent with the standards generally applied by similar projects in Santa Clara County, California as respects the disclosure, storage, use, removal, and disposal of Hazardous Materials.

3.5 **Obligation of Valley Water to Remediate Property.** In the event of contamination of the Property occurs, arising directly or indirectly from Valley Water’s use, generation, discharge, emission or release upon, about or beneath the Property of any Hazardous Materials, Valley Water shall, subject to County’s rights herein, at its sole cost and expense,

promptly take (i) all action properly required by any federal, state, regional, or local governmental or political subdivision requirements and (ii) all actions necessary to make full use of the Property for the purposes contemplated by this Agreement, remediating to a level consistent with the prior condition of the Property as established in a Phase I environmental report or similar documents. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies or reports, and the performance of any cleanup, remediation, removal or restoration work. Valley Water shall take all actions necessary to promptly restore the Property to an environmentally sound condition for the uses contemplated by this Agreement in accordance with applicable governmental regulations.

3.6 Right of Entry. Notwithstanding any other term or provision of this Agreement, Valley Water shall permit County or its agents or employees to enter the Property at any time to inspect, monitor and/or take emergency or long-term remedial action with respect to Hazardous Materials and Hazardous Materials Contamination on or affecting the Property or Project, or to discharge Valley Water's obligations hereunder with respect to such Hazardous Materials and Hazardous Materials Contamination when Valley Water has failed to do so after written notice from County and expiration of a reasonable opportunity to cure such deficiency, not exceeding seven (7) days, unless such cure reasonably requires a greater period of time in which case Valley Water shall be in compliance herewith if Valley Water commences such cure within the same seven (7) day period. All costs and expenses incurred by County in connection with performing Valley Water's obligations hereunder shall be reimbursed by Valley Water to County within thirty (30) days of Valley Water's receipt of written request therefore.

3.7 Storage or Handling of Hazardous Materials. Subject to the provisions of this Agreement, Valley Water, at its sole cost and expense, shall comply with all Governmental Requirements for the storage, use, transportation, handling and disposal of Hazardous Materials on or about the Property. In the event Valley Water does store, use, transport, handle or dispose of any Hazardous Materials, Valley Water shall notify County in writing at least ten (10) days prior to their first appearance on the Property and Valley Water's failure to do so shall constitute a material default under this Agreement. Valley Water shall conduct all monitoring activities required or prescribed by applicable Governmental Requirements, and shall, at its sole cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted Governmental Requirements. After notification to County of the intended use of a hazardous material, County may, at its sole discretion, determine that such use shall not be allowed on the Property and/or the Project and shall notify Valley Water in writing. Valley Water agrees to abide by any such determination.

4. VALLEY WATER INDEMNITY AND INSURANCE

4.1 From and after the effective date of this Agreement, and in addition to the environmental indemnities stated above, and without limiting them, Valley Water shall indemnify, defend, and hold County, and County's officers, employees, and representatives (collectively "County-Related parties"), harmless from and against any and all damage to persons or property, and any and all claims for damages or injury to persons or property that may be asserted by any third party, including environmental damage covered in Section 3 above, caused by or arising out of Valley Water's exercise of the easement rights granted hereunder, including any activity undertaken pursuant to the possession and use of the Property by Valley Water, or Valley Water's

officers, employees, agents, representatives, partners, and consultants (collectively "Valley Water-Related parties") in connection with the Project or the operation thereof. In connection therewith, Valley Water shall defend County and the County-Related Parties with counsel of their choice, against any claim for damage or injury to persons or property arising from or caused by any such activity by Valley Water or Valley Water-Related parties exercising any of the easement rights granted hereunder, including any activity undertaken pursuant to the possession and use of the Property or in connection with the Project or the operation thereof, Valley Water shall promptly pay any judgment, award, fine, penalty, or other liability that may result therefrom.

4.2 In the event this Agreement terminates without Valley Water acquiring title to the Property, such termination shall be treated as the equivalent of a determination Valley Water does not have the authority to acquire the Property, such that County shall be entitled to all rights and remedies afforded under Code of Civil Procedure Sections 1268.610 *et seq.*

4.3 Insurance Requirements. Without limiting Valley Water's indemnification of the County, Valley Water shall require all architects, design consultants and contractors under direct privity of contract with Valley Water for the design and construction of the Project to obtain the policies of insurance in the minimum coverage amount set forth herein. Prior to commencement of design services or construction services, as applicable, Valley Water shall deliver the contractors' and/or design consultants' Certificates of Insurance to County evidencing each of the following policies of insurance.

4.3.1 Workers Compensation and Employers Liability Insurance. The design consultants and contractors for the Project shall obtain: (i) Workers Compensation Insurance with coverage amount in accordance with the Laws; and (ii) Employers Liability Insurance with coverage amount of at least One Million Dollars (\$1,000,000). The Employers Liability Insurance may be by a separate policy of insurance or as an additional coverage endorsement under the Workers Compensation Insurance policy.

4.3.2 Design Consultant Professional Liability Insurance. The design consultants shall obtain Professional Liability Insurance issued on a "claims made" basis with minimum coverage amounts of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

4.3.3 General Liability Insurance. The design consultants and contractors shall each obtain policies of General Liability Insurance covering: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractor's pollution liability; (vi) contractual liability; and (vii) completed operations. Coverage amounts under the policy of General Liability Insurance obtained by a design consultant or contractor shall be not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

4.3.4 **Builders Risk Insurance.** Before commencement of construction of the Project, Valley Water or Valley Water's contractor shall procure and shall maintain in force until satisfactory completion and satisfactory acceptance of the Project, "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief. The builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

4.3.5 **County Additional Insured.** County shall be an Additional Insured to each of the foregoing policies of insurance, except the Professional Liability, Workers Compensation, and Employers Liability policies.

4.3.6 **Insurer Requirements.** Each insurer issuing a policy of insurance required by the foregoing shall be authorized to issue such policy.

5. MISCELLANEOUS

5.1 **Effective Date.** This Agreement is effective as of execution of this Agreement by the Parties, which shall be the "Effective Date" first written above. From and after the Effective Date, County shall not assign, sell, encumber or otherwise transfer all or any portion of its interest in the Property.

5.2 **Memorandum of PUA.** Valley Water shall have the right to record a Memorandum of the Possession and Use Agreement signed by both parties and notarized.

5.3 **Governing Law.** This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Agreement or any decision or holding concerning this Agreement arises. The Parties acknowledge that each Party has been represented by independent sophisticated counsel in connection with this Agreement, and that the preparation of this Agreement has been a joint effort of both Parties. Accordingly, any doctrine which would result in this Agreement being interpreted in favor of or against any particular Party shall not be applicable.

5.4 **Legal Actions, Venue, and Attorney's Fees.** In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of Santa Clara County, State of California. If litigation is brought by either Party, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

5.5 **Incorporation of Recitals.** The Recitals set forth above and all Exhibits attached to this Agreement, as those exhibits may be amended from time to time, are incorporated herein by reference.

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5.6 Inspection of Books and Records. County has the right upon not less than forty-eight (48) hours' notice, and during normal business hours to inspect the books and records of Valley Water pertaining to the Project as pertinent to the purposes of this Agreement.

5.7 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be given either by (i) personal service, (ii) delivery by reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

County: Director
Santa Clara County Department of Parks and Recreation
298 Garden Hill Drive
Los Gatos, CA 95032

With a copy to: Principal Real Estate Agent
Santa Clara County Department of Parks and Recreation
298 Garden Hill Drive
Los Gatos, CA 95032

Valley Water: Christopher Hakes
Deputy Operating Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614

With a copy to: Emmanuel Aryee
Assistant Operating Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614

Any such notice should also be sent via email to the extent and email address is known. Either party may later designate a different address for service of notice by providing written notice to the other party. Notices personally delivered or delivered by document delivery service shall be effective upon receipt; provided, however that refusal to accept delivery shall constitute receipt. Mailed notices shall be effective as of Noon on the third business day following deposit with the United States Postal Service. Any notices attempted to be delivered to an address from which the receiving party has moved without providing notice to the delivering party shall be effective as of Noon on the third day after the attempted delivery or deposit in the United States mail.

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5.8 **Time is of the Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement.

5.9 **Waivers and Amendments.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of County or Valley Water. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. Failure on the part of either party to require or exact full and complete compliance with any of the covenants or conditions of this Agreement shall not be construed as in any manner changing the terms hereof and shall not prevent either party from enforcing any provision hereof. All amendments hereto must be in writing and signed by the appropriate authorities of County and Valley Water.

5.10 **Entire Agreement & Interpretation.** This Agreement sets forth the entire understanding of the Parties with respect to Valley Water's use and possession of the Property. The Parties have equally participated in the drafting and negotiating of this Agreement such that no rule of construction shall apply.

5.11 **Counterparts and Number of Originals.** This Agreement may be executed in counterparts, each of which, when this Agreement has been signed by all the Parties hereto, shall be deemed an original.

5.12 **Electronic Signature.** Unless otherwise prohibited by law or County or Valley Water policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County and Valley Water.

5.13 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

5.14 **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of sections are for convenience only, and neither limits nor amplifies the provisions of the Agreement itself.

5.15 **Binding Effect.** This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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5.16 **Authority to Execute and Bind.** Each party hereto represents and warrants to the other that the persons executing this Agreement on its behalf have full and complete legal authority to do so, and thereby binds the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their lawfully authorized officers.

**SANTA CLARA VALLEY WATER
DISTRICT**


By: 
TONY ESTREMERERA Date
Chair, Board of Directors 04/27/2021

COUNTY OF SANTA CLARA

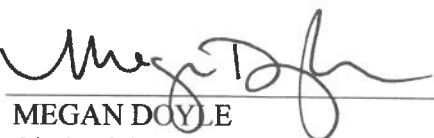
By:  APR 20 2021
MIKE WASSERMAN Date
President, Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:


By: 
MICHELE L. KING, CMC Date
Clerk, Board of Directors 04/27/2021

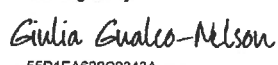
Attest:

By:  APR 20 2021
MEGAN DOYLE Date
Clerk of the Board of Supervisors

Approved as to form and legality:

Approved as to form and legality:

By: 
JOSEPH D. ARANDA Date
Assistant District Counsel 04/27/2021

By: 
DocuSigned by:
55D1EA622C9343A... Date
GIULIA GUALCO-NELSON
Deputy County Counsel

Exhibits to this Agreement:

Exhibit A: Project Description

Exhibit B: Property

Exhibit C: Supplemental Conditions for Use of Property

EXHIBIT A

PROJECT DESCRIPTION

Anderson Dam was built in 1950 to the seismic and dam safety standards of the day. Valley Water plans to retrofit and strengthen Anderson Dam in Morgan Hill in compliance with today's seismic and safety standards and regulations. Known as the Anderson Dam Seismic Retrofit Project (ADSRP), this effort will ensure public safety and secure a reliable water supply. Without improvements, a large earthquake could result in significant damage to the dam, possibly leading to dam failure and uncontrolled water release that could inundate much of Santa Clara County. The project includes construction of a diversion tunnel, low and high level outlet works, removal and reconstruction of the spillway and the dam embankment. These improvements will bring the dam embankment into compliance with regulatory standards and increase the spillway and outlet capacities to allow a rapid controlled drawdown in an emergency and to enhance incidental flood protection.

On February 2020, the Federal Energy Regulatory Commission (FERC), which has jurisdictional authority over Anderson Dam safety measures and operations issued an order requiring Valley Water to lower Anderson Reservoir to an elevation of 488 feet (deadpool) no later than October 1, 2020 and to maintain deadpool to the extent feasible until the ADSRP can be completed. Also, per the Order, Valley Water must immediately design and construct a higher capacity low-level outlet tunnel to allow for quicker and more reliable drawdown of the reservoir. This new tunnel must be in place before dam reconstruction can begin under the ADSRP.

Valley Water's FERC Order Compliance Project (FOCP) will implement a set of interim risk reduction measures to address the requirements of the FERC Order. The FOCP consists of four broad categories of actions: (1) drawdown of the reservoir, (2) design and construction of a low-level outlet tunnel—the Anderson Dam Tunnel Project (ADTP), (3) operation and maintenance of the tunnel to keep reservoir surface water elevation at 488 feet, and (4) implementation of avoidance, minimization, and mitigation measures to address potential adverse effects on aquatic resources, water supply, land surface elevations, and groundwater recharge. Valley Water must complete the ADTP and begin operations of the low-level outlet tunnel before the ADSRP dam retrofit may proceed.

Project Timing

The ADTP is estimated to take roughly three years and reach completion around December 2023, at which time FOCP Anderson Tunnel operations will go into effect and continue through the remainder of the dam retrofit. The ADSRP is expected to begin in 2024 and will take up to eight years to complete. All timing of work is dependent on permit requirements and field conditions encountered.

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FOCP Project Components

Currently the FOCP consists of four broad categories of actions:

1. **Reservoir Drawdown to Deadpool.** Safe drawdown of Anderson Reservoir to deadpool, and reservoir operation and water level maintenance until Anderson Dam Tunnel is operational.
2. **Anderson Dam Tunnel Project (ADTP).** Construction of a new outlet system that includes a reopening of the original Coyote Creek channel (northern channel) downstream of the existing dam, allowing for a reliable and efficient drawdown of the reservoir.
3. **Anderson Dam Tunnel Operation and Maintenance.** Operation of Anderson Dam Tunnel and water management procedures anticipated to occur until seismic deficiencies can be fully mitigated at Anderson Dam.
4. **Avoidance and Minimization Measures.** Implementation of measures to avoid or minimize environmental or water supply impacts, including:
 - a. **Bank and Rim Stability Improvements.** Geotechnical investigations and monitoring in the areas of known landslides along Anderson Reservoir rim to address potential impacts of reservoir drawdown and if necessary, installation of structural improvements at the landslide sites and/or make repairs if damage occurs.
 - b. **Existing Intake Structure Modifications.** Geotechnical investigation and monitoring of the intake structure to address potential geotechnical impacts of dewatering on the existing outlet structure and, if necessary, installation of structural improvements to reinforce the existing Anderson Dam intake structure and/or make repairs if damage occurs.
 - c. **Creek Channel and Bank Erosion Control Modifications.** Modifications required to avoid erosion impacts within Coyote Creek anticipated to result from combined flow releases through the existing Anderson Dam outlet and the new Anderson Dam Tunnel.
 - d. **Imported Water Releases and Cross Valley Pipeline Extension.** Provide for imported water releases to Coyote Creek via the Coyote Discharge Line immediately downstream of Anderson Dam and construction of a new pipeline extension off the Cross Valley Pipeline (CVP spur) that would allow imported water discharges downstream of Ogier Ponds. After construction of the CVP spur to provide recharge water downstream, chillers will be installed and may be used to chill imported water for continued environmental releases via the Coyote Discharge Line.
 - e. **Coyote Percolation Dam Replacement.** Replace the existing flashboard dam at the Coyote Percolation Pond with an inflatable bladder dam that can be deflated (lowered) to allow higher flows to pass safely.

- f. Coyote Creek Flood Management Measures. Acquisition or elevation of several structures, and construction of off-stream floodwalls or levees to reduce flood risks from higher maximum Anderson Dam Tunnel flows, combined with outflows from the existing outlet and Coyote Creek inflows resulting from storm events.
- g. Steelhead and Fish Avoidance and Minimization Measures. Measures include spring pulse flows, Coyote Creek fish rescue and relocation, Anderson Reservoir fish rescue and relocation, fyke trap installation and operation, normal operation of Coyote Reservoir, augmenting streamflow downstream of Anderson Dam, re-opening a historical Coyote Creek channel, cold water management zone monitoring, and water quality monitoring, in addition to measures related to release of chilled imported water downstream of Anderson Dam.
- h. Implementation of Additional Project-specific Avoidance and Minimization Measures. The FOCPP will implement project specific best management practices (BMPs) and other environmental protection measures to protect water quality and biological resources.

EXHIBIT B

PROPERTY

RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103

AFTER RECORDING RETURN TO:

REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 728-34-020 portion

Grantee is exempt under section 11922 Revenue
and Taxation Code of the state of California.
Declarant or Agent Determining Tax:

Bill Magleby, Senior Real Estate Agent

DOCUMENT NO.: 9186-35

GRANT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, which acquired title as
COUNTY OF SANTA CLARA, a public corporation, hereinafter "Grantor," does hereby grant to
the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California
Legislature (District), all that real property in the County of Santa Clara, State of California,
described in EXHIBIT A, attached hereto and made a part hereof.

Dated this day of , 2020

COUNTY OF SANTA CLARA,
a political subdivision of California

BY: _____

Title: _____

BY: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

EXHIBIT A

**SANTA CLARA VALLEY WATER DISTRICT
SAN JOSE, CA 95118**

**PROJECT: ANDERSON DAM SEISMIC RETROFIT
PROJECT**

**RESU FILE NO.: 9186-35
BY: BB**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF COUNTY OF SANTA CLARA AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 24, 1958 AS DOCUMENT NUMBER 1483888, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LANDS OF SANTA CLARA VALLEY WATER CONSERVATION DISTRICT AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON MARCH 23, 1960 AS DOCUMENT NUMBER 1788138, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF THAT CERTAIN DEED RECORDED ON JUNE 24, 1958 AS DOCUMENT NUMBER 1483888, AND SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF LANDS OF SANTA CLARA VALLEY WATER CONSERVATION DISTRICT AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON OCTOBER 7, 1964 AS DOCUMENT NUMBER 2718670 ALL IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG THE WESTERLY LINE OF SAID DOCUMENT NUMBER 1788138, S 52° 02' 47" E, 238.92 FEET TO A CORNER ON NORTHWESTERLY LINE OF SAID DOCUMENT NUMBER 1788138, SAID POINT ALSO BEING THE NORTHERLY CORNER OF THE CERTAIN DEED RECORDED ON MAY 17, 1985 AS DOCUMENT NUMBER 8412175, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY;

THENCE CONTINUING ALONG SAID WESTERLY LINE, S 16° 00' 13" W, 45.03 FEET;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES:

- 1) N 57° 49' 17" W, 315.12 FEET
- 2) N 60° 49' 35" W, 318.52 FEET
- 3) N 23° 28' 28" E, 13.73 FEET, TO THE SOUTHERLY LINE OF LANDS OF SANTA CLARA VALLEY WATER CONSERVATION DISTRICT AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON OCTOBER 7, 1964 AS DOCUMENT NUMBER 2718670 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHERLY LINE, S 68° 11' 10" E, 391.42 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.65 ACRES OF LAND, MORE OR LESS

BASIS OF BEARINGS:

THE BEARING OF S 52° 02' 47" E, SHOWN AS N 52° 11' 30" W ON THAT CERTAIN DEED RECORDED ON MARCH 23, 1960 AS DOCUMENT NUMBER 1788138, IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

SURVEYOR'S STATEMENT:

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.


JESSICA DEMARTINI, L9095

6/8/20
DATE



SCVWD S:\REQUESTS\ANDERSON DAM AND RESERVOIR\2020_16212 Working\CAD\FROM COUNTY PARK\2020_162_9186_35Plat.dwg

O'CONNELL ET AL
APN 729-48-005
DOC. 20907419



S.C.V.W.D.
APN: 729-48-001&002
6691 O.R. 269
DOC. 2718670

N23°28'28"E
13.73'

SANTA CLARA COUNTY
APN 728-34-020
DOC. 1483888

S.C.V.W.D.
APN 728-34-019
DOC. 1483888

SANTA CLARA COUNTY
APN 728-34-021
DOC. 1483888

S68°11'10"E 391.42'
N60°49'35"W 318.52'

AREA = 0.65 ACRES ±
BASIS OF BEARINGS
S52°02'47"E 238.92'
N57°49'17"W 315.12'

P.O.B.

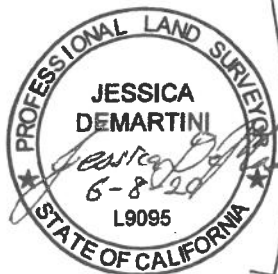
S.C.V.W.D.
APN 728-34-019
DOC. 1788138

S16°00'13"W
45.03'

S.C.V.W.D.
APN 728-34-019
DOC. 8412175
J349 O.R. 325

S.C.V.W.D.
APN 728-34-019
DOC. 1788138

COCHRANE ROAD



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 150'

RESU FILE NO.	9186-35
APN	728-34-020
TITLE REPORT NO.	
DRAWN	BB

RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 729-36-001

Grantee is exempt under section 11922 Revenue
and Taxation Code of the state of California.
Declarant or Agent Determining Tax:

Name, Title

DOCUMENT NO.: 9186-39

GRANT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, hereinafter "Grantor," do(es)
hereby grant to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by
the California Legislature (District), all that real property in the County of Santa Clara, State of
California, described as:

Lot 105, as shown on that certain Map entitled, "Tract No. 3453 Holiday Lake Estates Unit No.
1" which Map was filed for record in the Office of the Recorder of the County of Santa Clara,
State of California, on November 14, 1963 in Book 169 of Maps, at Page(s) 29, 30, 31, 32 and
33.

Dated this day of , 2021

COUNTY OF SANTA CLARA,
a political subdivision of California

By: _____

Title: _____

By: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
 COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

 Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

SCVWD S:\REQUESTS\ANDERSON DAM AND RESERVOIR\2021_04\212 Working\CAD\ROW2021-042_9186-39 Santa Clara County.dwg



ANDERSON
ANJELA ET AL
APN 729-36-007

GUIDO DIANA
L. TRUSTEE
APN 729-36-006

RAEL
ROBERT R
TRUSTEE
APN 729-36-005

SANTA CLARA COUNTY
APN 729-36-001
DOC. 10023283

AREA= 176,492 SQ. FT.
4.05 ACRES ±

SCVWD
APN 729-46-010

CORBIN
WILLIAM J ET AL
APN 729-36-002

LUCERO ROGER F
TRUSTEE
APN 729-32-014

HOLIDAY DRIVE

HOLIDAY DRIVE

COPPER HILL DRIVE



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 150'

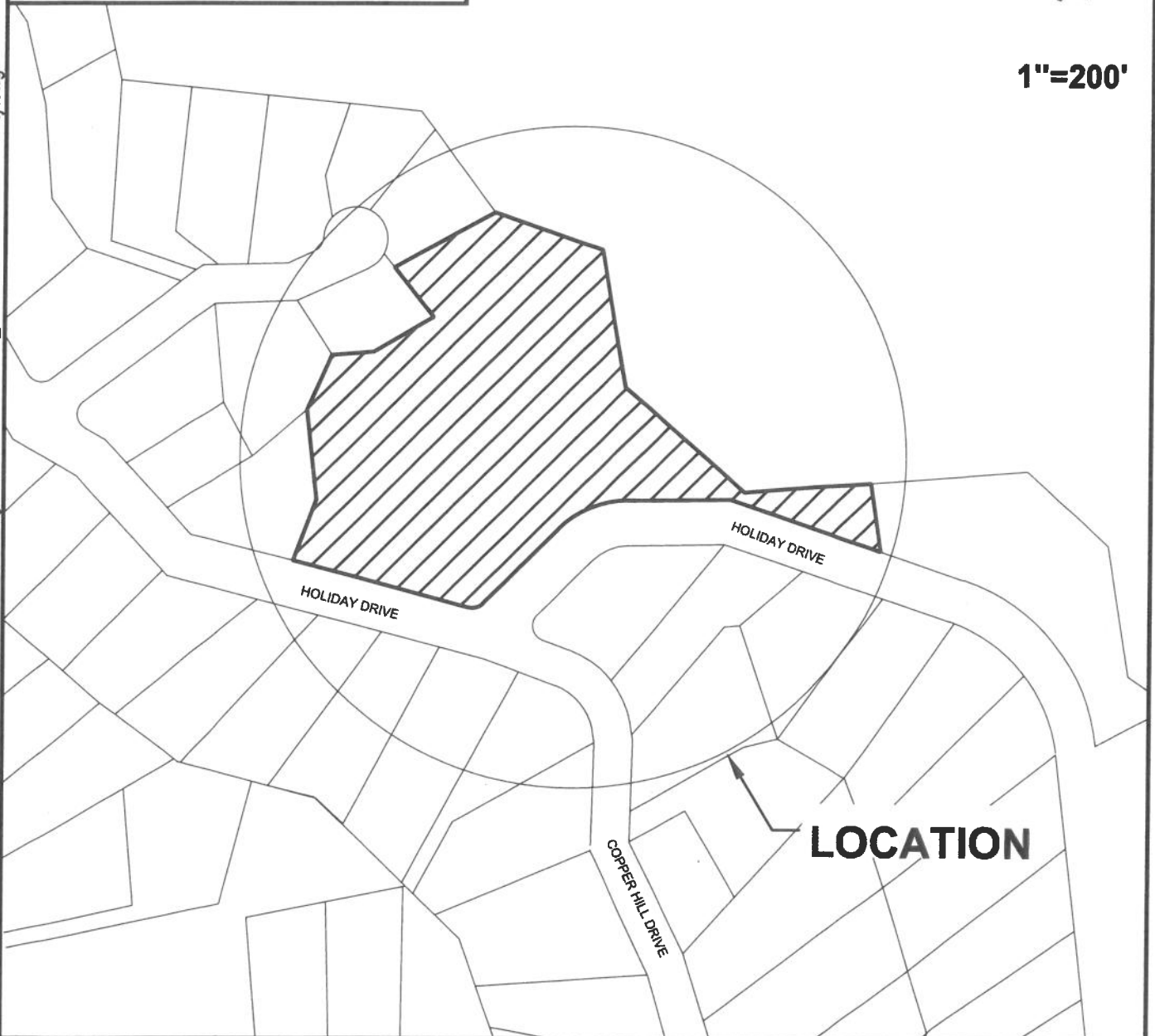
RESU FILE NO.	9186-39
APN	729-36-001
TITLE REPORT NO.	0616019369
DRAWN	BB

Attachment 2

SCVWD S:\REQUESTS\ANDERSON DAM AND RESERVOIR\2021_04\212 Working\CAD\ROW\2021-042_9186-39 Santa Clara County.dwg



1"=200'



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

**ANDERSON DAM SEISMIC
RETROFIT PROJECT**

RESU FILE NO.	9186-39
APN	729-36-001
TITLE REPORT NO.	0616019369
DRAWN	BB

Attachment 2
Page 32 of 51

RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 678-02-031 & 034

DOCUMENT NO.: 9188-17

UNDERGROUND UTILITY EASEMENT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, hereinafter "Grantor" do(es) hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature ("District"), an easement for electrical, internet and/or cable utility facilities in, upon, over, and across that certain real property, in the County of Santa Clara, State of California, described in EXHIBIT A, attached hereto. ("Easement Area").

The Easement Area must be kept clear of any type of building, fences, structure, or trees, unless prior written approval is obtained from District.

This easement includes the right to: (i) construct, reconstruct, inspect, maintain, operate and repair underground electrical, internet, and cable utility facilities, and appurtenant structures related to the supply of utilities to the percolation dam within, above, and/or under the Easement Area, and such appurtenant structures shall be subject to prior review and comment by the County, and such review and comment shall be limited to aesthetic and ecological elements and recreational safety and recreational function only, and to the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications for such appurtenant structures and make appropriate modifications to the plans; (ii) trim or remove such trees or brush within the Easement Area as may constitute a hazard to persons or property or may interfere with the use of the Easement Area for the purposes granted herein; (iii) enter upon said land with vehicles, tools, implements, and other materials and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein; and (iv) mark the location of the Easement Area by suitable markers, but said markers must be placed in locations which will not interfere with any reasonable use of the Easement Area by Grantor.

Dated this day of , 2021

COUNTY OF SANTA CLARA,
a political subdivision of California

By: _____

Title: _____

By: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee (s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

EXHIBIT A

**Santa Clara Valley Water District
San Jose, California**

**PROJECT: COYOTE PERCOLATION DAM
REPLACEMENT PROJECT**

**RESU File No.: 9188-17
By: B.Bains**

An easement over that certain real property situate in the County of Santa Clara, State of California, the lands as described in that certain deed recorded on April 29, 2005, as Document No.18346339, and as shown on that certain Tract Map filed in Book 625 of Maps at Pages 15 through 20, all in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Permanent Easement (P.E.)

COMMENCING at the southeasterly corner of Parcel 2 as described and as shown in said deed;

Thence along the southerly line of said Parcel 2, N75°23'17"W, 61.71 feet, to a point on the westerly line of the lands as described in that certain deed recorded o August 14, 1933 as Document No. 2757560 filed in the Office of the Recorder, County of Santa Clara, State of California.

Thence along the said westerly line, N09°02'52"W, 45.07 feet, the **POINT OF BEGINNING**;

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

- 1) N84°44'09"W, 42.54 feet;
- 2) N80°31'47"W, 32.30 feet;
- 3) N74°54'40"W, 84.86 feet;
- 4) N74°53'04"W, 54.75 feet;
- 5) N78°38'55"W, 53.39 feet;
- 6) N88°56'34"W, 55.02 feet;
- 7) N88°22'46"W, 57.80 feet;
- 8) N79°29'17"W, 63.43 feet;
- 9) S70°26'40"W, 38.60 feet;
- 10) S52°43'39"W, 46.99 feet to a point on the southwesterly line of the lands as described in that certain deed recorded on September 9, 1991 as Document No. 11048946 filed in the Office of the Recorder, County of Santa Clara, State of California, said point also the beginning of a non-tangent curve, concave southwesterly and having a radius of 167.00 feet, a radial line to said point bears N52°57'43"E;

Thence northwesterly along said curve thru a central angle of 14°32'08", an arc distance of 42.37 feet;

Thence leaving said southwesterly line the following twelve (12) courses:

- 1) N28°01'31"E, 22.75 feet;

- 2) S61°58'29"E, 34.65 feet;
- 3) N52°35'33"E, 20.11 feet;
- 4) N70°26'46"E, 47.12 feet;
- 5) S79°29'17"E, 67.24 feet;
- 6) S88°22'46"E, 56.15 feet;
- 7) S88°56'34"E, 56.73 feet;
- 8) S78°38'55"E, 55.85 feet;
- 9) S74°53'04"E, 55.40 feet;
- 10) S74°54'40"E, 83.74 feet;
- 11) S80°31'00"E, 31.18 feet;
- 12) S84°46'56"E, 36.24 feet to a point on the westerly line of the lands as described in aforesaid deed recorded as Document No.2757560

Thence along said westerly line, S09°02'52"E, 20.64 feet, to the **POINT OF BEGINNING**.

Containing 11,430 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N75°23'17"W, shown as N75°22'57"W along the southerly line of Parcel 2 as described and as shown in that certain deed, recorded on April 29, 2005 as document number 18346339, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

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


Jessica DeMartini, PLS 9095

4/8/21
Date



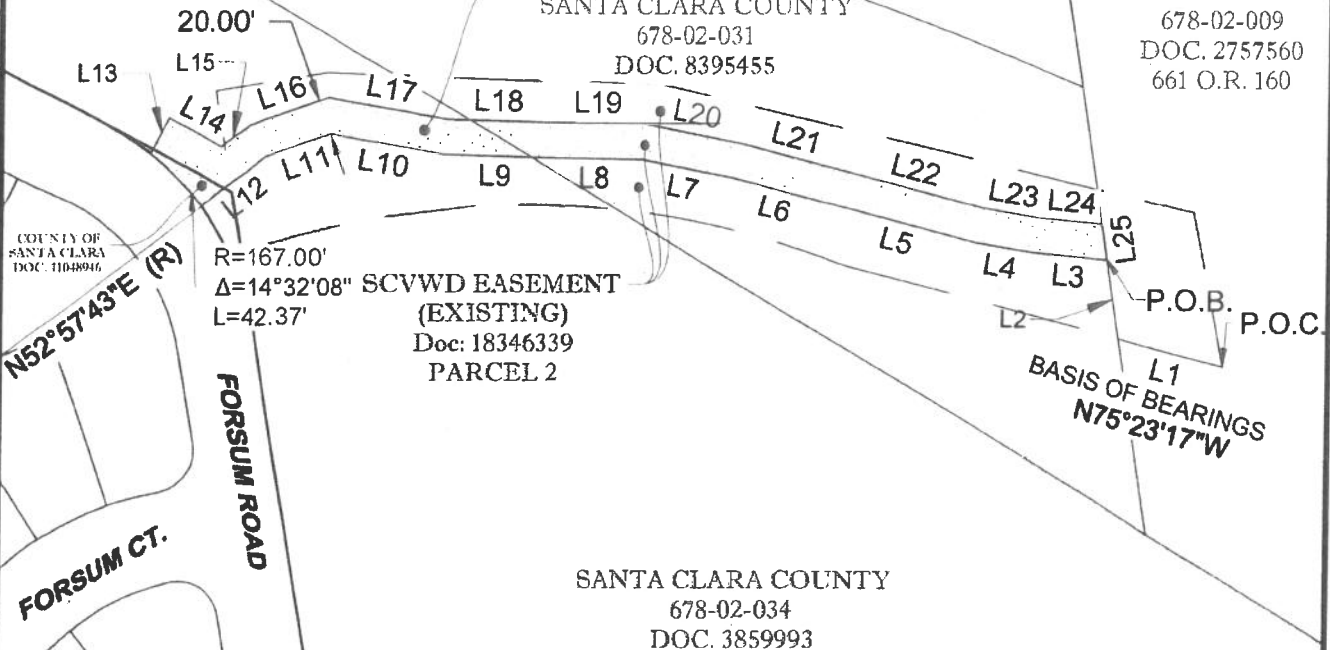
SCVWD
678-02-030
DOC. 18346339
PARCEL 1



P.E.
AREA: 11,430 SQ. FT.±

SANTA CLARA COUNTY
678-02-031
DOC. 8395455

SCVWD
678-02-009
DOC. 2757560
661 O.R. 160



SANTA CLARA COUNTY
678-02-034
DOC. 3859993

TRACT MAP
625 M 15-20



P.E. = PERMANENT EASEMENT
R = RADIAL BEARING

SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 100'

RESU FILE NO.	9188-17
APN	MULTIPLE
TITLE REPORT NO.	616019163
DRAWN	B.BAIN

SCVWD S:\REQUESTS\COYOTE PERC POND\2021_06312 Working\CAD\IOWM2021-063 9188-17 Rev1 - Copy.dwg

Line Table		
Line #	Bearing	Distance
L1	N75°23'17"W	61.71'
L2	N09°02'52"W	45.07'
L3	N84°44'09"W	42.54'
L4	N80°31'47"W	32.30'
L5	N74°54'40"W	84.86'
L6	N74°53'04"W	54.75'
L7	N78°38'55"W	53.39'
L8	N88°56'34"W	55.02'
L9	N88°22'46"W	57.80'
L10	N79°29'17"W	63.43'
L11	S70°26'40"W	38.60'
L12	S52°43'39"W	46.99'
L13	N28°01'31"E	22.75'

Line Table		
Line #	Bearing	Distance
L14	S61°58'29"E	34.65'
L15	N52°35'33"E	20.11'
L16	N70°26'40"E	47.12'
L17	S79°29'17"E	67.24'
L18	S88°22'46"E	56.15'
L19	S88°56'34"E	56.73'
L20	S78°38'55"E	55.85'
L21	S74°53'04"E	55.40'
L22	S74°54'40"E	83.74'
L23	S80°31'00"E	31.18'
L24	S84°46'56"E	36.24'
L25	S09°02'52"E	20.64'



SANTA CLARA VALLEY WATER DISTRICT

**Valley Water**

SCALE: 1" = 90'

RESU FILE NO.	9188-17
APN	MULTIPLE
TITLE REPORT NO.	616019163
DRAWN	B.BAIN

Attachment 2

SANTA CLARA COUNTY



HIGHWAY 101



1"=200'

FORSUM ROAD

FORSUM CT.

LOCATION

SANTA CLARA VALLEY WATER DISTRICT



Valley Water

COYOTE PERCOLATION
DAM REPLACEMENT
PROJECT

RESU FILE NO.	9188-17
APN	MULTIPLE
TITLE REPORT NO.	616019163
DRAWN	B. BAINS

Attachment 2
Page 41 of 51

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 725-06-008

DOCUMENT NO.: 9232-52

WATER PIPELINES EASEMENT DEED

COUNTY OF SANTA CLARA, a political subdivision of California, hereinafter "Grantor," do(es) hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature ("District") an easement for water pipelines and appurtenances upon, over, and across that real property, in the County of Santa Clara, State of California, described in:

EXHIBIT A, attached hereto.

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

The easement shall include the right to construct, reconstruct, inspect, maintain, and repair appurtenant structures and underground pipelines related to operation of the pipeline within, above, and/or under the easement area, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. Such appurtenant structures shall be subject to prior review and comment by the County, and such review and comment shall be limited to aesthetic and ecological elements and recreational safety and recreational function only. To the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications for such appurtenant structures and make appropriate modifications to the plans. The easement also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand, and gravel for the purpose of excavating, widening, deepening, and otherwise rectifying the water pipeline and for the construction, maintenance, and repair of said water pipelines and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for water pipelines and appurtenant structures.

District shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

Use of the easement is for conveyance of water and appurtenant utilities to support the Coyote Creek groundwater recharge and surface water conveyance system.

Easement will automatically expire following Valley Water's Board of Directors' acceptance of the ADSRP as complete, or December 31, 2032 (the "triggering event"), whichever is earlier, subject to extension by agreement of the parties. County recognizes that to the extent Valley Water obtains the necessary regulatory approvals to make the pipeline operations permanent, the parties shall consider a permanent easement at that time. Should Valley Water not obtain a permanent easement right, the parties shall agree on a permit to enter or license or similar agreement to grant Valley Water the ability to remove Valley Water's improvements within 24 months of the triggering event.

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

Dated this day of , 2021

COUNTY OF SANTA CLARA,
a political subdivision of California

By: _____

Title: _____

By: _____

Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA } SS
COUNTY OF SANTA CLARA

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

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

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

EXHIBIT A

Santa Clara Valley Water District
San Jose, California

PROJECT: CROSS VALLEY PIPELINE

RESU File No.: 9232-52
By: B.Bains

TEMPORARY EASEMENT (T.E.)

Being a portion of that certain real property situate in the County of Santa Clara, State of California, as shown as Parcel "A" and "C" on that certain Record of Survey filed on February 14, 1963 in Book 157 of Maps at Page 7, and described as Parcel 1 of Official Records filed on January 16, 1979 in Book E 229 at Pages 738 through 740, all in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

COMMENCING at the most westerly corner of Parcel "A" as shown on said Record of Survey;

Thence along the southwesterly line on said Parcel "A", S38°27'18"E, 11.20 feet to the **POINT OF BEGINNING**;

Thence leaving said southwesterly line the following two (2) courses:

- 1) N51°49'30"E, 524.85 feet;
- 2) N06°49'30"E, 17.58 feet to a point on the northwesterly line of said Parcel A;

Thence along said northwesterly line N51°41'37"E, 35.43 feet;

Thence leaving said northwesterly line the following three (3) courses:

- 1) S83°23'08"E, 17.77 feet;
- 2) N51°49'30"E, 49.01 feet;
- 3) N38°35'02"W, 12.66 feet to the southwesterly corner of said Parcel 1 and also being a point on the northwesterly line of said Parcel "A";

Thence along the southwesterly line of said Parcel 1, N38°35'02"W, 109.21 feet;

Thence leaving said southwesterly line, the following three (3) courses:

- 1) N51°38'55"E, 125.06 feet;
- 2) S64°30'56"E, 111.87 feet;
- 3) S27°36'19"W, 21.91 feet to a point on the southeasterly line of said Parcel 1, said point also being on the northwesterly line of said Parcel "A";

Thence S27°36'19"W, 49.00 feet to a point on the southeasterly line of Parcel "A", said point also being on the northwesterly line of Parcel "C" as shown on said Record of Survey;

Thence the following four (4) courses:

- 1) S27°36'19"W, 39.97 feet
- 2) S51°49'02"W, 173.71 feet;
- 3) N83°10'58"W, 12.04 feet;
- 4) S51°49'30"W, 524.74 feet to a point on the southwesterly line of said Parcel "C";

Thence along said southwesterly line, N38°27'18"W, 6.20 feet to the most westerly corner of said Parcel "C" and also the most southerly corner of said Parcel "A";

Thence along the southwesterly line of said Parcel "A", N38° 27' 18"W, 8.80 feet to the **POINT OF BEGINNING**.

Containing 31,584 square feet (0.73 Acres) of land, more or less.

BASIS OF BEARINGS:

The bearing of S38°27'18"E, shown as N39°17'15"E along the southwesterly line of Parcel "A" as shown on the Record of Survey filed on February 14, 1963 in Book 157 of Maps at Page 7, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

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


Jessica DeMartini, PLS 9095

2/18/21
Date



SANTA CLARA COUNTY

SANTA CLARA COUNTY
725-06-008
DOC. 6260232

E229 OR 738
PARCEL 1



T.E.
AREA: 31,584 SQ. FT.
(0.73 AC.) ±

NEHAWANDIAN
725-06-006
DOC. 23791101

ROS
157 M 7
PARCEL "A"

ROS
157 M 7
PARCEL "C"

LAUBACH
725-06-004
DOC. 23073741

E200 OR 513
PARCEL 3

P.O.C.

SEE DETAIL A

P.O.B.

S38°27'18"E
BASIS OF BEARINGS



T.E.: TEMPORARY EASEMENT

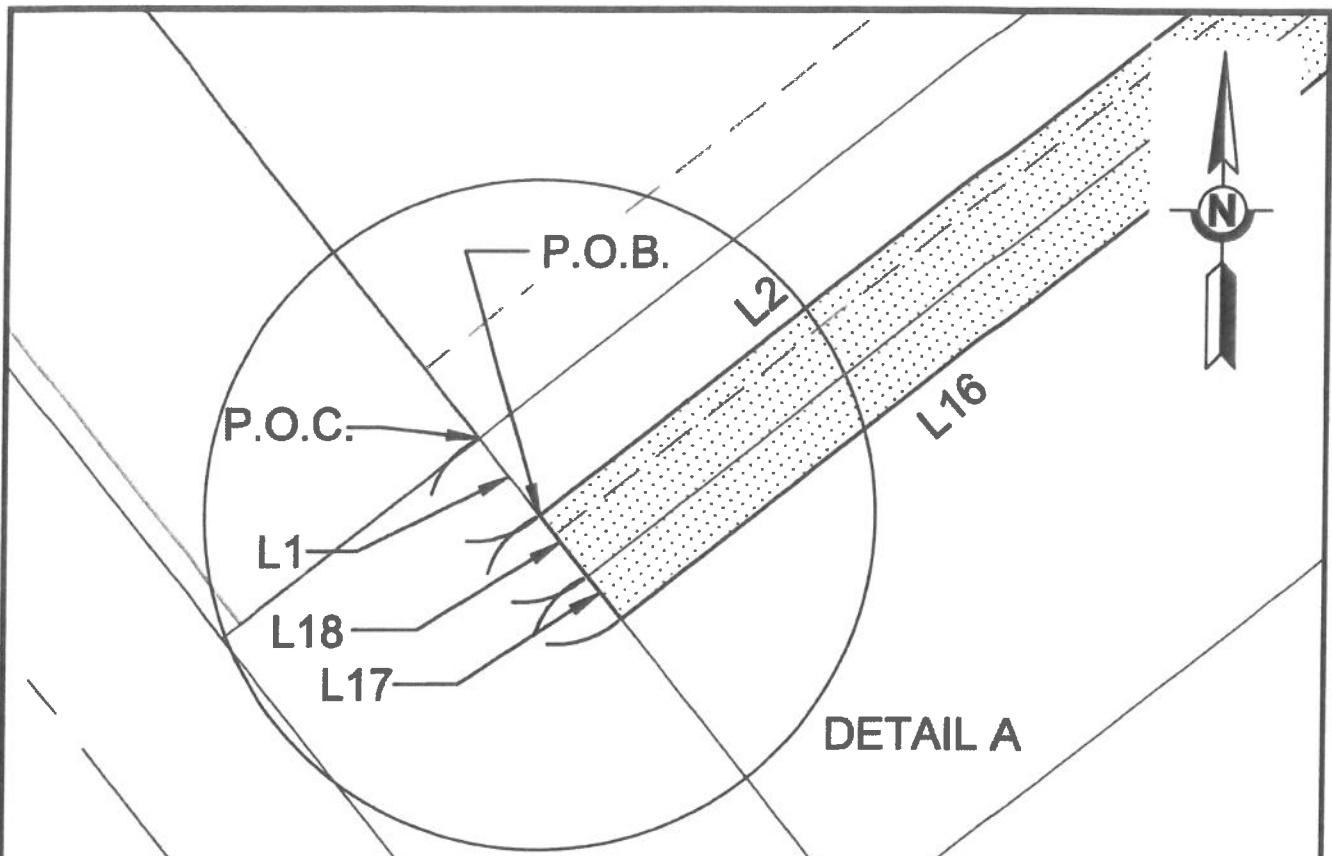
SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 100'

RESU FILE NO.	9232-52
APN	725-06-008
TITLE REPORT NO.	616019140
DRAWN	B.BAINS



Line Table		
Line #	Bearing	Distance
L1	S38°27'18"E	11.20'
L2	N51°49'30"E	524.85'
L3	N06°49'30"E	17.58'
L4	N51°41'37"E	35.43'
L5	S83°23'08"E	17.77'
L6	N51°49'30"E	49.01'
L7	N38°35'02"W	12.66'
L8	N38°35'02"W	109.21'
L9	N51°38'55"E	125.06'
L10	S64°30'56"E	111.87'

Line Table		
Line #	Bearing	Distance
L11	S27°36'19"W	21.91'
L12	S27°36'19"W	49.00'
L13	S27°36'19"W	39.97'
L14	S51°49'02"W	173.71'
L15	N83°10'58"W	12.04'
L16	S51°49'30"W	524.74'
L17	N38°27'18"W	6.20'
L18	N38°27'18"W	8.80'



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 20'

RESU FILE NO.	9232-52
APN	725-06-008
TITLE REPORT NO.	616019140
DRAWN	B.BAINS

SCVWD S:\REQUESTS\CROSS VALLEY PIPELINE\2021_098\2 Working\CAD\ROW\2021-098_9232-52 Plat Rev1.dwg

EXHIBIT C

SUPPLEMENTAL CONDITIONS FOR USE OF PROPERTY

Valley Water agrees to the following conditions for use of the Property as described in Exhibit B:

1. Live Oak Property 0.65 acres

- a. Access: Valley Water shall access this property for construction of ADTP through its own adjoining property. Valley Water has no permanent right of access through the remainder of the parcel retained by the County, however Valley Water may access public areas consistent with public use and request use of the remainder of the parcel (remainder of County lands at Live Oak) through the Master License Agreement.
- b. Additional Terms: This property shall be included in the Master Partnership Agreement, adopted by the County on August 14, 2018, as amended; however, the property is subject to the Closure Order issued by the Federal Energy Regulatory Commission on October 1, 2020. The Parties shall cooperate on processing an amendment to the Master Partnership Agreement to take effect upon termination of the Closure Order.

2. Cross Valley Pipeline Spur Temporary Easement

- a. Access: Point of entry to easement area is restricted to Monterey Highway.
- b. Design: Valley Water shall provide 60% construction drawings and specifications related to the outflow structure located on the Cross Valley Pipeline easement within fifteen (15) days of completion of the 60% construction drawings to County subject to compliance with the California Public Records Act. County shall have thirty (30) days from receipt to review and submit written comments on these plans and specifications. To the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications and make appropriate modifications to the plans. Within thirty (30) days of receipt of the 90% construction drawings, County shall review and comment on the 90% construction drawings. If the County does not respond within thirty (30) days, or any agreed upon extension, County will have waived its right to further comments on the design of these improvements.
- c. Scope of Design Review: The scope of County's review shall be limited to Valley Water's Project compatibility with aesthetic and ecological elements and recreational safety and recreational function.
- d. Additional Terms: Valley Water shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, any dispute between Pacific Gas &

Electric and Valley Water regarding easements on this property. This indemnity obligation shall survive the termination or expiration of this Agreement. Valley Water agrees to incorporate this indemnity obligation in any successful negotiations for direct purchase and/or final resolution of eminent domain proceedings consistent with Section 2.1 of this Agreement.

3. Coyote Percolation Dam Utility Easement

- a. Design: Valley Water shall provide 60% construction drawings and specifications related to the outflow structure located on the Coyote percolation dam utility easement within fifteen (15) days of completion of the 60% construction drawings to County subject to compliance with the California Public Records Act. County shall have thirty (30) days from receipt to review and submit written comments on these plans and specifications. To the extent feasible, Valley Water shall reasonably respond to the County comments to the plans and specifications and make appropriate modifications to the plans. Within thirty (30) days of receipt of the 90% construction drawings, County shall review and comment on the 90% construction drawings. If the County does not respond within thirty (30) days, or any agreed upon extension, County will have waived its right to further comments on the design of these improvements.
- b. Scope of Design Review: The scope of County's review shall be limited to Valley Water's Project compatibility with aesthetic and ecological elements and recreational safety and recreational function.

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Santa Clara Valley Water District

File No.: 21-1143

Agenda Date: 11/9/2021
Item No.: *3.4.

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: 081021 CS and Regular Minutes
- Attachment 2: 082321 Special Joint Minutes
- Attachment 3: 082421 CS and Regular Minutes
- Attachment 4: 090821 Special CS Minutes
- Attachment 5: 091421 Regular Minutes
- Attachment 6: 092021 Special CS Minutes
- Attachment 7: 092821 Special Meeting Minutes
- Attachment 8: 092821 CS and Regular Minutes

File No.: 21-1143

Agenda Date: 11/9/2021
Item No.: *3.4.

UNCLASSIFIED MANAGER:
Michele King, 408-630-2711



BOARD OF DIRECTORS MEETING

MINUTES

**AMENDED CLOSED SESSION AND REGULAR MEETING
TUESDAY, AUGUST 10, 2021
11:00 AM**

(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 in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 11:00 a.m.

1.1 Roll Call.

Board members participating by teleconference were Barbara Keegan, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos being present in the Boardroom, constituting a quorum of the Board.

Director Gary Kremen was excused from attending.

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

Chairperson Estremera confirmed that the Board would adjourn to Closed Session for consideration of Items 2.1, 2.2, and 2.3.

In regard to Item 2.1, eight statements expressing support for developing a memorandum of understanding that supports fair wages, benefits, keeps up with the cost of inflation, and remains competitive, were received from: Ms. Anjelica Arellano, Mr. John Brosnan, Ms. Jessica Collins, Mr. Mike Duffy, Ms. Cindy Kao, and Mr. Stanley Young, Valley Water Professional Manager's Association (PMA), representatives; and, Ms. Samantha Greene and Ms. Sunny Williams, Valley Water's Engineer's Society, representatives.

2. TIME CERTAIN:

11:00 AM

- 2.1 CLOSSED SESSION
CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6(a)
Agency Designated Representatives: Rick Callender, J. Carlos Orellana, Tina Yoke, Edward Kreisberg, Ingrid Bella, Bryant Welch, Laura Harbert, Emily Meeks
Employee Organizations: Employees Association, Engineers Society, Professional Managers
- 2.2 CLOSSED SESSION
Conference with Legal Counsel - Initiation of Litigation
Government Code Section 54956.9(d)(4)
7 Potential Cases
- 2.3 CLOSSED 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 Purchase, Sale, or Exchange of Property Interest in APNs: 386-19-067; 386-21-039; 386-21-028; 386-07-076; 386-21-042; 386-21-027; 386-21-029; and 386-21-030
Agency Negotiators: Rick Callender, Melanie Richardson, Sue Tippetts, Jennifer Codianne, Usha Chatwani
Negotiating Parties: George III & Mary Fox; Saratoga Woods Community Association; David Stone & Peng Wenwei; Wesley & Linda Yamasaki; Alan & Ylva Smith; Walter & Susan Windus; Behnam Javanmardi & Vida Goudarzi; and Chao-Hung Huang & Li Yu Wang

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

1:00 PM

- 2.4 District Counsel Report on Closed Session.
- Mr. Carlos Orellana, District Counsel, reported that in regard to Items 2.1, 2.2, and 2.3, the Board met in Closed Session with all members present, excluding Director Kremen, and took no reportable action.
- 2.5 Pledge of Allegiance/National Anthem.
- Director Varela led all present in reciting the Pledge of Allegiance.
- 2.6 Orders of the Day.
- Chairperson Estremera confirmed that there were no changes to the Orders of the Day.

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

Chairperson Estremera declared time open for public comment on any subject not on the agenda.

Ms. Roberta Philipps, Los Altos resident, expressed concern about the impact of the drought on hydropower generation at facilities such as Oroville Dam, and the ongoing ability to sustain sufficient electrical power for new housing developments.

2.8 Monthly Drought Response and Water Supply Update.

Recommendation: Receive an update on water supply conditions in Santa Clara County and staff's drought response efforts and provide direction to staff, as necessary.

Ms. Neeta Bijoor, Senior Water Resources Specialist, reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachment 1.

The Board noted the information, without formal action.

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1 through 3.7, under one motion.

3.1 Authorize the Chief Executive Officer to Execute Cost Reimbursement Agreement HSR20-44, with the California High-Speed Rail Authority, in an Amount Not-to-Exceed \$80,923.23, for Technical/Engineering Review Support, and Right of Way Support, for the High-Speed Rail System San Francisco to San Jose and San Jose to Merced Sections (Various Cities and Unincorporated County) (Districts 1, 2, 3, 5, 7).

Recommendation: Authorize the Chief Executive Officer to Execute Cost Reimbursement Agreement HSR20-44, with the California High-Speed Rail Authority, in an Amount Not-to-Exceed \$80,923.23, for reimbursement of Staff Costs for Technical/Engineering Review Support, and Right of Way Support, for the High-Speed Rail System San Francisco to San Jose and San Jose to Merced Sections.

3.2 Amendment No. 2 to Agreement No. A4144A with Stantec Consulting Services, Inc. in the amount of \$1,563,241 for the Rinconada Water Treatment Plant Residuals Remediation Project, Project No. 93294058, CAS File # 4818 (Los Gatos), (District 7).

Recommendation: Approve Amendment No. 2 to Agreement No. A4144A with Stantec Consulting Services, Inc. to increase the not-to-exceed fee by \$1,563,241, for a new not-to-exceed fee of \$4,860,036, for engineering support services during construction.

3.3 Consider Nominations for Two-Year Commission Appointments to the Santa Clara Valley Water Youth Commission.

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

3.4 Adopt the Resolution Affirming Support for Voting Rights for All.

Recommendation: Adopt the Resolution AFFIRMING SUPPORT FOR VOTING RIGHTS FOR ALL.

3.5 Receive Semi-Annual Lobbyist Report of Individuals Engaged in Compensated Lobbying Activities Aimed at Influencing District Decisions, in Accordance With District Ordinance No. 10-01.

Recommendation: Receive the Semi-Annual Lobbyist Report of Individuals Engaged in Compensated Lobbying Activities for the period January 1, 2021 through June 30, 2021.

3.6 Approval of Minutes.

Recommendation: Approve the minutes.

3.7 Accept the CEO Bulletins for the Weeks of July 9 through July 22, 2021, and July 23 through August 5, 2021.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 3.1 through 3.7, under one motion, as follows: authorize the Chief Executive Officer to Execute Cost Reimbursement Agreement HSR20-44, with the California High-Speed Rail Authority, in an Amount Not-to-Exceed \$80,923.23, for reimbursement of Staff Costs for Technical/Engineering Review Support, and Right of Way Support, for the High-Speed Rail System San Francisco to San Jose and San Jose to Merced Sections, as contained in Item 3.1; approve Amendment No. 2 to Agreement No. A4144A with Stantec Consulting Services, Inc. to increase the not-to-exceed fee by \$1,563,241, for a new not-to-exceed fee of \$4,860,036, for engineering support services during construction of the Rinconada Water Treatment Plant Residuals Remediation Project, as contained in Item 3.2; consider nominations for two-year commission appointments to the Santa Clara Valley Water Youth Commission, as contained in Item 3.3; adopt Resolution 21-78 AFFIRMING SUPPORT FOR VOTING RIGHTS FOR ALL, by roll call vote, as contained in Item 3.4; receive the Semi-Annual Lobbyist Report of Individuals Engaged in Compensated Lobbying Activities for the period January 1, 2021 through June 30, 2021, as

contained in Item 3.5; approve the minutes, as contained in Item 3.6; and accept the CEO Bulletin, as contained in Item 3.7.

Move to Approve: Richard Santos
Second: Tony Estremera
Yeas: Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

REGULAR AGENDA:

Director LeZotte concluded her participation by teleconference and rejoined as noted below.

4. BOARD OF DIRECTORS:

- 4.1 Consider the June 23, 2021, Recycled Water Committee Recommendation Regarding Presentation of the Countywide Recycled Water Master Plan Project Completion.

Recommendation: Consider the Recycled Water Committee's recommendation to accept project completion of the Countywide Recycled Water Master Plan (CoRe Plan).

Mr. David Tucker, Associate Engineer, reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachment 1.

Director Santos suggested consolidating the committee's working on the South County Water Purification Project into one committee, consisting of the Valley Water Board members and City Council members of both Morgan Hill and Gilroy.

Move to Accept: Nai Hsueh
Second: Barbara Keegan
Yeas: Nai Hsueh, Barbara Keegan, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen, Linda J. LeZotte
Summary: 5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

- 4.2 Consider Water Storage Exploratory Committee's Recommendation from the Committee's June 30, 2021 Meeting.

Recommendation: Consider the Water Storage Exploratory Committee's (WSEC) recommendation: Request the Board initiate discussions to form a User Group Ad Hoc (non-Brown Act)

Committee having at least 1 WSEC Director, appropriate staff representation, and potentially having 1 or 2 elected officials from each user agency to discuss the Los Vaqueros Reservoir Expansion Project JPA Agreement, usage, and other pertinent business and policy terms.

Mr. Vincent Gin, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: Richard Santos
Second: John L. Varela
Yeas: Nai Hsueh, Barbara Keegan, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen, Linda J. LeZotte
Summary: 5 Yeas; 0 Nays; 0 Abstains; 2 Absent.

Director LeZotte rejoined the meeting by teleconference.

4.3 Board Committee Reports.

Hon. Lynette Lee Eng, speaking as a Los Altos resident, expressed support for, and encouraged the Board to approve, the recommendation contained in Handout 4.3-K.

Chairperson Estremera noted that the Board would consider the recommendation referenced by Ms. Eng during the August 24, 2021 Regular Meeting.

The Board noted the information, without formal action.

4.4 Proposed Future Board Member Agenda Items.

None.

5. WATER UTILITY ENTERPRISE:

None.

6. WATERSHEDS:

None.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

- 7.1 Approve the Agreement with Kayuga Solution, Inc. for On-Call Asset Management Services, Project No. 00061045, CAS File No. 5175, for a Not-to-Exceed Fee of \$1,100,000.

Recommendation: Approve the Standard On-Call Agreement with Kayuga Solution, Inc., Project No. 00061045, CAS File No. 5175, for On-Call Asset Management Services (Project) for a not-to-exceed fee of \$1,100,000.

Ms. Erin Baker, Asset Management Manager, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: Nai Hsueh
Second: Richard Santos
Yeas: Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

8. EXTERNAL AFFAIRS:

None.

9. CHIEF EXECUTIVE OFFICER:

9.1 Approve the Central Fiscal Year 2020-21 Year-End and Fiscal Year 2021-22 Budget Adjustments.

Recommendation: Approve the central Fiscal Year 2020-21 year-end and Fiscal Year 2021-22 budget adjustments.

Mr. Darin Taylor, Chief Financial Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: John L. Varela
Second: Richard Santos
Yeas: Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

9.2 CEO and Chiefs' Report.

Ms. Sue Tippets, Interim Chief Operating Officer, reviewed the information on the attached Watersheds Operations & Maintenance Report, as contained in Handout 9.2-D, and advised the Board that Handout 9.2-D replaced Handout 9.2 A.

Ms. Rachel Gibson, Chief of External Affairs, reviewed the information on the attached Office of Communications and Office of Government Relations Updates, as contained in Handouts 9.2-B and 9.2-C respectively.

Copies of the Handouts were distributed to the Board and made available to the public.

10. ADMINISTRATION:

- 10.1 Approve Project Labor Agreement Working Group Recommendation to Consider Draft Project Labor Agreement negotiated between Santa Clara Valley Water District and the Santa Clara and San Benito Counties Building Trades Council.

Recommendation:

- A. Approve the Project Labor Agreement Working Group recommendation to consider Draft Project Labor Agreement negotiated between Santa Clara Valley Water District and the Santa Clara and San Benito Counties Building Trades Council;
- B. Authorize the Chief Executive Officer or designee to facilitate the final approval process with the Santa Clara and San Benito Counties Building Trades Council (Council) and its affiliates at the national and local levels; and
- C. Direct CEO to agendize the finalized agreement for full board approval at future Board meeting.

Mr. Ken Wong, Deputy of General Services, reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachments 1 and 2.

Mr. Joe Lubas, Associated Builders and Contractors of Northern California, Policy Analyst, recommended amendments to Section 8.4, Article 8, to specify that all journey workers in Santa Clara County are allowed to work on projects; Section 9.2, Wages and Benefits, to specify all collective bargaining agreements that contain portability clauses so workers can receive said benefits upon completion of projects and any collective bargaining agreements that do not have portability clauses so that non-signatory workers can receive benefits through their companies; and Section 10.1, Article 10, to ensure that all State approved apprentices are allowed to work on these projects. Mr. Lubas also asked the Board to clarify Section 7.2, specifically if whether non signatory workers will be forced to pay union dues, fees and assessments.

In response to Mr. Lubas, Mr. Wong confirmed that workers on the projects would be subject to union membership dues and fees.

Four statements expressing support for the proposed Project Labor Agreement with the Santa Clara and San Benito Counties Building and Trades Council were received by: Mr. David Bini, Santa Clara County and San Benito County Building and Trades Council; Ms. Louise Auerhahn, Working Partnerships USA; and Mr. Clint Steele and Mr. Neil Ash, Operating Engineers Local 3.

Move to Approve:	Richard Santos
Second:	John L. Varela
Yeas:	Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Gary Kremen
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

11. DISTRICT COUNSEL:

- 11.1 Approve the Agreement with Arthur Gallagher & Co. Insurance Brokers of California, for Insurance Broker Services-2021, Liability Property Program Project, Project No. 65051001 CAS File No. 5177, for a Not-To-Exceed Fee of \$303,000.

Recommendation: Approve the agreement with Arthur J. Gallagher & Co., Insurance Brokers of California, Inc. for Insurance Broker Services - 2021 for a not-to-exceed fee of \$303,000.

Mr. Orellana 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, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Gary Kremen
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

12. ADJOURN:

- 12.1 Board Member Reports/Announcements.

Director Varela reported attending a Joint Water Resources Committee meeting with Morgan Hill and Gilroy; and Morgan Hill Chamber of Commerce, San Luis Delta-Mendota Water Authority, and Association of California Water Agencies (ACWA) Board and Latino Coalition meetings.

Director Santos reported attending a Landscaping Committee meeting; and Penitencia and River Oaks Home Association meetings.

Director LeZotte reported attending Board Policy and Planning Committee (BPPC) and Water Conservation and Demand Management (WCaDM) meetings; West Valley Mayors and Managers and Water Conservation Focus Group meetings and various meetings with staff; and reported participating in a Valley Water Racial Equity, Diversity and Inclusion Cultural Speaker Series Panel.

Director Hsueh reported attending the aforementioned WCaDM Committee meeting; Environmental and Water Resources Committee (EWRC), Diversity and Inclusion (D&I) Ad Hoc Committee, and Capital Improvement Program (CIP) Committee meetings; and various meetings with staff; and reported participating in a presentation to the Organization of Chinese American Women and a radio interview for 96.1 FM.

Chairperson Estremera reported attending the aforementioned EWRC, CIP, and D&I Committee meetings; a Recycled Water Committee meeting; a meeting with the Vice Mayor of Palo Alto; and a meeting with members of the environmental community.

12.2 Clerk Review and Clarification of Board Requests.

None.

12.3 Adjourn to Special Joint Meeting with the Cities of Gilroy and Morgan Hill at 6:00 p.m., on August 23, 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-08-21.

Chairperson Estremera adjourned the meeting at 3:45 p.m., to the 6:00 p.m. Special Meeting on August 23, 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 JOINT MEETING (CITIES OF GILROY AND MORGAN HILL)
MONDAY, AUGUST 23, 2021
5:45 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Special Joint Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors, and the Gilroy and Morgan Hill City Councils, conducted by Zoom Teleconference, was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 6:00 p.m.

1.1 Roll Call.

Valley Water Board members participating by teleconference were Barbara Keegan, Gary Kremen, and Linda J. LeZotte, with Nai Hsueh, Richard Santos, and Tony Estremera being present in the Boardroom.

Valley Water Director John L. Varela was excused from attending.

Gilroy Council Members participating by teleconference were Rebeca Armendariz, Dion Bracco, Zachary Hilton, Peter Leroy-Munoz, Carol Marques, Fred Tovar, and Marie Blankley.

Morgan Hill Council Members participating by teleconference were Gino Borgioli, Rene Spring, John McKay, and Rich Constantine.

Morgan Hill Council Member Yvonne Martinez Beltran experienced technical difficulties that prevented her from participating in the meeting by teleconference and attended in observation of the meeting only.

Valley Water staff in attendance was M. King, Clerk, Board of Directors. Valley Water staff participating by teleconference were R. Callender, Chief Executive Officer, C. Orellana, District Counsel, J. Aranda, A. Baker, R. Blank, A. Fulcher, R. Gibson, V. Gin, C. Hakes, L. Orta, M. Richardson, D. Rocha, D. Taylor, S. Tippetts, and T. Yoke.

Gilroy staff participating by teleconference were J. Forbis, City Administrator, A. Faber, City Attorney, B. Atkins, R. Bedell, P. Espinoza, G. Heap, D. Jordan, and J. Wyatt.

Morgan Hill staff participating by teleconference were A. Gonzalez, Assistant City Clerk, C. Turner, City Manager, D. Larkin, City Attorney, A. Eulo, C. Ghione, and J. Sylvain.

1.2 Pledge of Allegiance/National Anthem.

Valley Water Director Kremen led all present in reciting the Pledge of Allegiance.

1.3 Introductions and Opening Comments.

Valley Water Chairperson Estremera, Gilroy Mayor Blankley, and Morgan Hill Mayor Constantine participated in introductions and opening comments.

1.4 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, indicated interest in addressing the joint Councils and Board by teleconference. However, technical difficulties prevented Ms. Edwards from participating.

2. TIME CERTAIN:

6:00 PM

2.1 Receive Update on Water Shortage Emergency Condition and Call for Conservation.

Recommendation: Receive information on Water Shortage Emergency Condition and Call for Conservation.

Mr. Aaron Baker, Valley Water Chief Operating Officer, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding materials contained in Attachment 1.

Mr. Doug Muirhead, Morgan Hill resident, expressed appreciation for the joint agency collaboration exhibited during the meeting, and expressed support for conservation efforts and outreach.

The Board and Councils noted the information, without formal action.

2.2 Develop a Technical Working Group Comprised of Santa Clara Valley Water District, City of Morgan Hill, and City of Gilroy Staff to Evaluate the Prospective Use of Recycled Water in South Santa Clara County.

Recommendation: Direct Staff to form a Technical Working Group comprised of Morgan Hill, Gilroy and Valley Water staff, to explore the development of:

- One Comprehensive Water Reuse Agreement;
- Consistent water reuse terms and conditions countywide;

- Provisions to advance water reuse and purified water production, distribution, and wholesaling in South County; and
- Cost sharing accord to integrate water conservation, reuse, and supply.

Ms. Kirsten Struve, Valley Water Assistant Officer, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding materials contained in Attachment 1.

Mr. Muirhead expressed support for establishing the proposed Technical Working Group.

Motion: Direct Morgan Hill staff to form a Technical Working Group comprised of Morgan Hill, Gilroy and Valley Water staff, to explore the development of one comprehensive Water Reuse Agreement, consistent water reuse terms and conditions countywide, provisions to advance water reuse and purified water production, distribution, and wholesaling in South County, and cost sharing accord to integrate water conservation, reuse, and supply.

Move to Approve: Rich Constantine
 Second: John McKay
 Yeas: Gino Borgioli, Rene Spring, John McKay, Rich Constantine
 Nays: None
 Abstains: None
 Recuses: None
 Absent: Yvonne Martinez Beltran
 Summary: 4 Yeas; 0 Nays; 0 Abstains; 1 Absent.

Motion: Direct Valley Water staff to form a Technical Working Group comprised of Morgan Hill, Gilroy and Valley Water staff, to explore the development of one comprehensive Water Reuse Agreement, consistent water reuse terms and conditions countywide, provisions to advance water reuse and purified water production, distribution, and wholesaling in South County, and cost sharing accord to integrate water conservation, reuse, and supply.

Move to Approve: Nai Hsueh
 Second: Richard Santos
 Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, Tony Estremera
 Nays: None
 Abstains: None
 Recuses: None
 Absent: John L. Varela
 Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

Mayor Blankley requested that the City of Gilroy Council consider an amended motion that includes provisions to advance water reuse and purified water production, distribution, and wholesaling in South County that is beyond the South County Recycled Water Authority and includes water purification.

Motion: Direct Gilroy staff to form a Technical Working Group comprised of Morgan Hill, Gilroy and Valley Water staff, to explore the development of one comprehensive Water Reuse Agreement, consistent water reuse terms and conditions countywide, and with provisions to advance water reuse and purified water production, distribution, and wholesaling in South County, outside of the existing services provided by the South County Regional Wastewater Authority, and includes water purification, and cost sharing accord to integrate water conservation, reuse, and supply.

Move to Approve: Marie Blankley

Second: Fred Tovar

Yeas: Rebeca Armendariz, Dion Bracco, Zachary Hilton, Peter Leroe-Munoz, Carol Marques, Fred Tovar, Marie Blankley

Nays: None

Abstains: None

Recuses: None

Absent: None

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

2.3 Anderson Dam Seismic Retrofit Project Update.

Recommendation: Receive an update on the Anderson Dam Seismic Retrofit Project.

Mr. Chris Hakes, Valley Water Deputy Operating Officer, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding materials contained in Attachment 1.

The Board and Councils noted the information, without formal action.

2.4 Homeless Encampment Discussion and Collaboration.

Recommendation: A. Discuss agency roles in, and perspectives on, the challenges around waterways including water quality, habitat degradation, and other issues addressed by homeless encampments; and
B. Direct staff to pursue the development of a potential Memorandum of Understanding (MOU) with Valley Water and the cities of Morgan Hill and Gilroy to clarify roles and agree on areas of responsibility for homeless encampment cleanups and abatements along waterways.

Ms. Jennifer Codianne, Valley Water Deputy Operating Officer, reviewed the information on this item per the attached agenda memo.

Motion: Direct Gilroy staff to pursue the development of a potential MOU with Valley Water and the Cities of Morgan Hill and Gilroy, to clarify roles and agree on areas of responsibility for homeless encampment cleanups and abatements along waterways.

Move to Approve: Marie Blankley
Second: Carol Marques
Yeas: Rebeca Armendariz, Dion Bracco, Zachary Hilton, Peter Leroe-Munoz, Carol Marques, Fred Tovar, Marie Blankley
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Motion: Direct Morgan Hill staff to pursue the development of a potential MOU with Valley Water and the Cities of Morgan Hill and Gilroy, to clarify roles and agree on areas of responsibility for homeless encampment cleanups and abatements along waterways.

Move to Approve: Rich Constantine
Second: John McKay
Yeas: Gino Borgioli, Rene Spring, John McKay, Rich Constantine
Nays: None
Abstains: None
Recuses: None
Absent: Yvonne Martinez Beltran
Summary: 4 Yeas; 0 Nays; 0 Abstains; 1 Absent.

Motion: Direct Valley Water staff to pursue the development of a potential MOU with Valley Water and the Cities of Morgan Hill and Gilroy, to clarify roles and agree on areas of responsibility for homeless encampment cleanups and abatements along waterways.

Move to Approve: Richard Santos
Second: Gary Kremen
Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: John L. Varela
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

2.5 Llagas Creek Flood Protection Project Update.

Recommendation: Receive an update on the Llagas Creek Flood Protection Project.

Mr. Stephen Ferranti, Capital Engineering Unit Manager, reviewed the information on this item per the attached Board Agenda Memo, and per the corresponding materials contained in Attachment 1.

The Board and Councils noted the information, without formal action.

3. ADJOURN:

3.1 Closing Remarks.

Chairperson Estremera, Mayor Blankley, and Mayor Constantine participated in Closing Remarks.

3.2 Adjourn to 4:00 p.m. Closed Session and 6:00 p.m. Regular Meeting, on August 24, 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-08-21.

Chairperson Estremera adjourned the meeting at 9:05 p.m., to the 4:00 p.m. Closed Session and 6:00 p.m. Regular Meeting, on August 24, 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-08-21.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, AUGUST 24, 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 in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 4:00 p.m.

1.1. Roll Call.

Board members participating by teleconference were Barbara Keegan, Gary Kremen, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos being present in the Boardroom 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, C. Orellana, District Counsel, J. Aranda, E. Aryee, A. Baker, L. Bankosh, I. Bella, R. Blank, S. Bogale, J. Bourgeois, B. Broome, R. Chan, J. Codianne, M. Cook, A. Fulcher, R. Gibson, V. Gin, A. Gordon, A. Gschwind, C. Hakes, B. Hopper, M. Lugo, H. McMahon, L. Orta, M. Richardson, D. Rocha, K. Struve, D. Taylor, S. Tippetts, G. Williams, K. Wong, B. Yerrapotu, and T. Yoke.

2. TIME CERTAIN:

4:00 PM

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

2.1. 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 Purchase, Sale, or Exchange of Property Interest in APNs: 110-26-023, 110-26-025, 110-26-027, 110-26-031, 110-26-049

Agency Negotiators: Rick Callender, Melanie Richardson, Sue Tippetts, Rechelle

Blank, Usha Chatwani, Yvonne Arroyo, and Bill Magleby
Negotiating Parties: Google LLC

- 2.2. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
Initiation of Litigation
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

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. Carlos Orellana, District Counsel, reported that in regard to Items 2.1 and 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 Keegan led all present in reciting the Pledge of Allegiance.

- 2.5. Orders of the Day.

Chairperson Estremera confirmed that there were no changes to the Orders of the Day.

- 2.6. 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.

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1. through 3.3., under one motion.

- 3.1. Approve Recommended Positions on Federal Legislation: H.R. 4375 (Kuster)/S. 2356 (Feinstein) – Twenty-First Century Dams Act; H.R. 2197 (Cicilline)/S. 939 (Whitehouse) – Innovative Materials for America’s Growth and Infrastructure Newly Expanded (IMAGINE) Act; H.R. 3701 (Delgado) – Protecting Infrastructure and Promoting the Economy (PIPE) Act; and Other Legislation That May Require Urgent Consideration for a Position by the Board.

Recommendation: A. Adopt a position of “Support and Amend” on H.R. 4375 (Kuster)/S. 2356 (Feinstein) – Twenty-First Century Dams Act;
 B. Adopt a position of “Support and Amend” on H.R. 2197 (Cicilline)/S. 939 (Whitehouse) – Innovative Materials for America’s Growth and Infrastructure Newly Expanded (IMAGINE) Act; and
 C. Adopt a position of “Support and Amend” on H.R. 3701 (Delgado) – Protecting Infrastructure and Promoting the Economy (PIPE) Act.

3.2. Resolution Proclaiming September 2021 as National Preparedness Month.

Recommendation: Adopt the Resolution NATIONAL PREPAREDNESS MONTH, SEPTEMBER 2021.

3.3. Accept the CEO Bulletin for the Weeks of August 6 – 19, 2021.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 3.1. through 3.3 under one motion, as follows: adopt the recommended positions on Federal Legislation, as contained in Item 3.1; adopt Resolution No. 21-79, NATIONAL PREPAREDNESS MONTH, SEPTEMBER 2021, by roll call vote, as contained in Item 3.2; and accept the CEO Bulletin, as contained in Item 3.3.

Move to Approve: Richard Santos

Second: Gary Kremen

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. Framework to Implement the Board's Guiding Principle No. 5 (GP5) from SCVWD Resolution No. 17-68, on Equity and Cost Related to the Delta Conveyance Project (Formerly California WaterFix).

Recommendation: A. Receive information on a framework to implement GP5 for agencies that receive on average 85% of their water supply from sources other than Santa Clara Valley Water District (Valley Water) managed supplies in their respective jurisdictions;
B. Approve the GP5 Program guidelines and implementation strategy; and
C. Authorize the Chief Executive Office to implement the GP5 Program beginning September 2021 (FY 2021-22) to negotiate and enter into cost-sharing agreements with Project Partners consistent with the Board approved GP5 Program guidelines.

Mr. Aaron Baker, Chief Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo, and Mr. Dave Tucker, Associate Civil Engineer, reviewed the information contained in Attachment 1.

Move to Approve: Gary Kremen

Second: Richard Santos

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.

4.2. Purified Water Project – City of San José Partnership Update.

Recommendation: Receive information on the status of partnership with City of San Jose on the Purified Water Project.

Mr. Baker reviewed the information on this item, per the attached Board Agenda Memo.

Chairperson Estremera reported attending an August 11, 2021 meeting with Directors Hsueh and LeZotte, and the City of San Jose Mayor, Vice Mayor, Councilmembers, and staff. He advised the Board that discussion had been held to define a Valley Water's relationship with the City of San Jose in the Purified Water Program, the importance of timing to maximize opportunities for State and Federal Infrastructure Act funding, and the necessity for policymakers to be directly involved in negotiations to meet the January 2022 target date to have a Private Public Partnership (P3) agreement in place.

A teleconference participant identified as Mr. Perry, of undisclosed residency or agency affiliation, encouraged Valley Water's investment in matters that ensure against water shortage.

Chairperson Estremera confirmed that an additional discussion regarding the City of San Jose's responses would be held during the August 25, 2021 Recycled Water Committee meeting, and that he would report back to the Board on the outcomes of that discussion during the September 14, 2021 Regular Board meeting.

The Board noted the information on this item, without formal action.

4.3. Discuss Conducting Board and Board Committee Meetings Subsequent to COVID-19 Restrictions and Governor's Executive Order N-08-21.

Recommendation: A. Discuss and provide direction on conducting Board and Board Committee meetings subsequent to COVID-19 restrictions, the Governor's Executive Order N-08-21, expiring on September 30, 2021, and in compliance with the Brown Act;
 B. Consider allowing the public to continue to participate in Board and Board Committee meetings via teleconference method (such as Zoom) and/or in person; and
 C. Provide other relevant direction to staff.

Ms. Michele King, Clerk, Board of Directors, reviewed the information on Items 4.3, 4.4, and 4.5, per the attached Board Agenda Memos.

Motion: Approve allowing public participation in Board and Board Committee meetings via teleconference methods (such as Zoom), and/or in person, beyond the expiration of Governor's Order N-08-21.

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. Approve Fiscal Year 2021 Board Performance Report.

Recommendation: A. Review and provide feedback, if necessary, on the Fiscal Year 2021 Board Performance Report; and
B. Approve the Fiscal Year 2021 Board Performance Report.

Move to Approve: John L. Varela
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.

4.5. Review Fiscal Year 2022 Board Policy Planning Calendar.

Recommendation: Review, discuss and revise the Fiscal Year 2022 Board Policy Planning Calendar.

Director Hsueh requested that the FY 2022 Board Policy Planning Calendar, Page 1, Item 8, be revised to include a footnote reading **See Item 3**.

The Board noted the information on this item, without formal action.

Director Kremen left meeting and did not return.

4.6. Consider the July 28, 2021, Santa Clara Valley Water Commission Recommendations Regarding Letters to the State of California, the Metropolitan Transportation Commission, and the Association of Bay Area Governments, Regarding Water Resource Concerns and Increasing Production and Use of Recycled Water.

Recommendation: A. Consider the Santa Clara Valley Water Commission's recommendation 1 that the Board of Directors write letters to the State of California, the Metropolitan Transportation Commission (MTC), and Association of

Bay Area Governments (ABAG), regarding the Water Commission's concerns about limited water resources and the length of the reconstruction of Anderson Dam, and requesting that the current Regional Housing Needs Allocation (RHNA) requirements be revisited to better balance housing growth and development with sustainable levels of water demand and supply, thereby helping to ensure RHNA requirements are feasible given the available water supply for the planning time period;

- B. Direct staff to write a letter for the Board Chair's approval and signature to the California Department of Housing and Community Development (HCD), MTC, and ABAG informing the agencies of the water availability challenges due to the reconstruction of Anderson Dam, as well as the current and recurring drought;
- C. Consider the Santa Clara Valley Water Commission's recommendation 2 that the Board of Directors take up the issue of increasing the production and use of recycled water with defined goals and benchmarks; and
- D. Direct staff to place on a future Water Commission agenda an item to inform members of the Commission about the planned outcomes and measurements for the Purified Water Project and other Valley Water recycled water efforts.

Ms. Rachel Gibson, Chief of External Affairs, and Mr. Don Rocha, Deputy Administrative Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Three statements expressing support for the Board to write the letters recommended by the committee, were received as follows: Hon. Susan Landry, Campbell City Councilmember; Mr. Daniel Onn, City of Saratoga Neighborhood Safety Water Lead, and Rishi Kumar affiliate; and Ms. Mei-Ling Shek, of undisclosed residency or agency affiliation.

Five statements expressing opposition to the Board writing the letters recommended by the committee were received as follows: Mr. Brian Preskitt, San Jose resident; Mr. Aaron Eckhouse and Ms. Kelsey Banes, California Yimby Policy Directors; Mr. Kevin Ma, of undisclosed residency or agency affiliation; and Mr. Richard Mehlinger, Sunnyvale resident.

Motion: Approve directing staff to write a letter for the Board Chair's approval and signature, to the California Department of Housing and Community Development (HCD), MTC, and ABAG, informing the agencies of the water availability challenges due to the reconstruction of Anderson Dam, as well as the current and recurring drought; and direct staff to place an item on a future Water Commission agenda informing the Commission about the planned outcomes and measurements for the Purified

Water Project and other Valley Water recycled water efforts.

Move to Approve: Nai Hsueh
Second: Barbara Keegan
Yeas: Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

4.7. Board Committee Reports.

The Board noted the information contained in Handouts 4.7-A through 4.7-I, without formal action.

4.8. Proposed Future Board Member Agenda Items.

None.

5. WATER UTILITY ENTERPRISE:

- 5.1. Approve Amendment No. 3 to Agreement No. A3959A with Mark Thomas & Company, Inc. for On-Call Structural Engineering Services, Increasing the Fee by \$750,000; and Approve Amendment No. 3 to Agreement No. A3958A with Biggs Cardosa Associates, Inc. for On-Call Structural Engineering Services, Increasing the Fee by \$750,000.

Recommendation: A. Approve Amendment No. 3 to Agreement No. A3959A with Mark Thomas & Company, Inc. for On-Call Structural Engineering services, to increase the not-to-exceed fee by \$750,000, resulting in a total not-to-exceed fee of \$1,750,000; and
B. Approve Amendment No. 3 to Agreement No. A3958A with Biggs Cardosa Associates, Inc. for On-Call Structural Engineering services, to increase the not-to-exceed fee by \$750,000, resulting in a total not-to-exceed fee of \$1,750,000.

The Board considered the information on this item without a staff presentation.

Move to Approve: Barbara Keegan
Second: Nai Hsueh
Yeas: Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- 5.2. Los Vaqueros Reservoir Expansion Project: Adopt Proposed Resolution Approving Joint Exercise of Powers Agreement and Appointing Santa Clara Valley Water District (Valley Water) Representative and Alternate to Joint Powers Authority Board; Approve Amendment No. 3 to Cost Share Agreement in the Amount of \$897,120; Authorize Chief Executive Officer to Sign Letter of Support.

Recommendation:

- A. Adopt Resolution AUTHORIZING VALLEY WATER'S PARTICIPATION IN LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY AND APPOINTING REPRESENTATIVES TO SERVE AS DIRECTOR AND ALTERNATE ON JPA'S BOARD OF DIRECTORS;
- B. Authorize Chief Executive Officer to sign the Los Vaqueros Reservoir Joint Exercise of Powers Agreement;
- C. Approve Authorize the CEO to execute Amendment No. 3 to the 2019 Cost Share Agreement, in the Amount of \$897,120; and
- D. Authorize the CEO to sign the proposed Joint Local Agency Partner Letter of Support for the Los Vaqueros Expansion Project.

Mr. Vince Gin, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo and the corresponding presentation materials contained in Attachment 7.

Motion: Adopt Resolution No. 21-80, AUTHORIZING VALLEY WATER'S PARTICIPATION IN LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY AND APPOINTING Director LeZotte and Varela as primary and alternate REPRESENTATIVES TO SERVE AS DIRECTOR AND ALTERNATE ON JPA'S BOARD OF DIRECTORS, by roll call vote; authorize CEO to sign the Los Vaqueros Reservoir Joint Exercise of Powers Agreement; approve and authorize the CEO to execute Amendment No. 3 to the 2019 Cost Share Agreement, in the Amount of \$897,120; and authorize the CEO to sign the proposed Joint Local Agency Partner Letter of Support for the Los Vaqueros Expansion Project.

Move to Adopt:	Richard Santos
Second:	John L. Varela
Yeas:	Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, John L. Varela, Tony Estremera
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Gary Kremen
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

6. WATERSHEDS:

None.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

None.

8. EXTERNAL AFFAIRS:

8.1. Valley Water Headquarters Boardroom Glass Sign Update.

Recommendation: Review and consider options for the headquarters boardroom glass sign.

Ms. Gibson reviewed the information on this item, per the attached Board Agenda Memo, and Ms. Jimin Oh Lee, Public Information Representative, reviewed Attachment 1 and Handout 8.1-A.

Motion: Approve the Boardroom Glass Sign Design contained in Attachment 1, Option 1B.

Move to Approve: Nai Hsueh
Second: Barbara Keegan

Director Santos offered the following substitute motion.

Motion: Approve the Boardroom Glass Sign Design contained in Attachment 1, Option 2B.

Move to Approve: Richard Santos
Second: Tony Estremera
Yeas: Richard Santos, Tony Estremera
Nays: Nai Hsueh, Barbara Keegan, John L. Varela
Abstains: Linda J. LeZotte
Recuses: None
Absent: Gary Kremen
Summary: 2 Yeas; 3 Nays; 1 Abstains; 1 Absent.

Director LeZotte explained that she abstained from voting because she believed the signage update to be a waste of money.

Director Santos' substitute motion failed by 2:3 vote.

Chairperson Estremera called for a vote on the original motion made by Director Hsueh.

Yeas: Nai Hsueh, Barbara Keegan, Tony Estremera
Nays: Richard Santos, John L. Varela
Abstains: Linda J. LeZotte
Recuses: None
Absent: Gary Kremen
Summary: 3 Yeas; 2 Nays; 1 Abstains; 1 Absent.

Mr. Carlos Orellana, District Counsel, confirmed that four votes in favor were required to pass the motion.

The motion failed by 3:2 vote.

9. CHIEF EXECUTIVE OFFICER:

9.1. CEO and Chiefs' Report.

Ms. Sue Tippets, Interim Chief Operating Officer, reviewed and distributed the attached Watersheds Operations and Maintenance Report, identified as Handout 9.1-A herein.

Ms. Gibson, reviewed and distributed the attached Office of Government Relations Update and the Office of Civic Engagement Update, identified as Handouts 9.1-B and 9.1-C, herein.

Copies of 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 various Valley Water Board of Directors' meetings (BOD) and a Valley Water Townhall meeting; an ACWA Education Committee meeting; a Delta Conveyance Authority (DCA) Briefing; a Morgan Hill Chamber of Commerce webinar; and various meetings with staff and constituents.

Director Keegan reported attending the aforementioned DCA briefing; Board Audit Committee (BAC) and Joint Water Resource Committee (JWRC) with Morgan Hill and Gilroy meetings; a meeting with a Campbell City Councilmember; and various meetings with staff.

Director Santos reported attending the aforementioned BAC meeting; a San Luis Delta Mendota Water Authority Board workshop; a Water Conservation town hall with California State Assemblymember Alex Lee; and various meetings with staff.

Director LeZotte reported attending the aforementioned BOD meetings, DCA briefing and BAC meeting; Water Conservation and Demand Management and Capital Improvement Program (CIP) committee meetings; a Purified Water Program discussion with City of San Jose staff and elected officials; a District 9 Council Neighborhood Association Drought presentation; a meeting with Campbell City Councilmember Susan Landry; and various other meetings with staff.

Director Hsueh reported attending the aforementioned Purified Water Program discussion with City of San Jose staff and elected officials, DCA briefing, and CIP and JWRC meetings; a Rinconada Water Treatment Plant Project Update

meeting; a San Francisquito Creek Joint Powers Authority FEMA Risk Rating 2.0: Equity in Action Webinar; and various meetings with staff.

Chairperson Estremera reported attending the aforementioned DCA briefing, and CIP and JWRC meetings; a Recycled Water Committee meeting, a Groundwater Management Plan community meeting, a meeting with Valley Water Bargaining Unit representatives, and various meetings with staff; and participating in a video recording at the Silicon Valley Advanced Water Purification Center.

12.2. Clerk Review and Clarification of Board Requests.

None.

12.3. Adjourn to Regular Meeting at 1:00 p.m., on September 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-08-21.

Chairperson Estremera adjourned the meeting at 7:50 p.m., to the 1:00 p.m. Regular meeting on September 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:

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BOARD OF DIRECTORS MEETING

MINUTES

**SPECIAL CLOSED SESSION MEETING
WEDNESDAY, SEPTEMBER 8, 2021
2:00 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Special Closed Session Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 2:00 p.m.

1.1 Roll Call.

Board members participating by teleconference were Tony Estremera, Barbara Keegan, Gary Kremen, Linda J. LeZotte, John L. Varela, with Nai Hsueh, and Richard Santos being present in the Boardroom 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, C. Orellana, District Counsel, A. Baker, V. Gin, A. Gschwind, and S. Tippetts.

1.2 Pledge of Allegiance/National Anthem.

In the interest of time, the Pledge of Allegiance was not recited.

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:

2:00 PM

Chairperson Estremera confirmed that the Board would adjourn to Closed Session for consideration of Item 2.1.

**2.1 CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
3 Potential Cases**

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

3. ADJOURN:

3.1 District Counsel Report on Closed Session.

Mr. Carlos Orellana, District Counsel, reported that in regard to Item 2.1, the Board met in Closed Session with all members present, and took no reportable action.

3.2 Adjourn to Regular Meeting at 1:00 p.m., on September 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-08-21.

Chairperson Estremera adjourned the meeting at 4:05 p.m., to the 1:00 p.m. Regular Meeting on September 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-08-21.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



BOARD OF DIRECTORS MEETING

MINUTES

REGULAR MEETING
TUESDAY, SEPTEMBER 14, 2021
1:00 PM

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Regular Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 1:00 p.m.

1.1. Roll Call.

Board members in attendance were Nai Hsueh, and Richard Santos. Board members participating by teleconference were Tony Estremera, Barbara Keegan, Gary Kremen, and John L. Varela, constituting a quorum of the Board.

Director Linda LeZotte was excused from attending.

Staff in attendance was M. King, Clerk, Board of Directors. Staff participating by teleconference were R. Callender, Chief Executive Officer, C. Orellana, District Counsel, J. Aranda, A. Baker, R. Blank, R. Chan, M. Cook, A. Fulcher, R. Gibson, V. Gin, A. Gschwind, C. Hakes, B. Hopper, M. Lugo, H. McMahon, L. Orta, M. Richardson, D. Rocha, K. Struve, D. Taylor, S. Tippets, B. Yerrapotu, and T. Yoke.

1.2. Pledge of Allegiance/National Anthem.

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

1.3. Orders of the Day.

Chairperson Estremera confirmed that there were no changes to the Orders of the Day.

1.4. 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. Monthly Drought Response and Water Supply Update.

Recommendation: Receive an update on water supply conditions in Santa Clara County and staff's drought response efforts and provide direction to staff, as necessary.

Ms. Neeta Bijoor, Associate Water Resource Specialist, reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachment 1.

During the presentation, the Board made the following requests of staff:

- The Board requested that staff, in future presentations, list the data by city versus water retailer, Supplemental Attachment 1, Pages 7 and 8;
- The Board requested that staff to include the San Luis and Delta-Mendota Water Authority with the invitations to the virtual Drought Sustainability Summit on October 23, 2021, Supplemental Attachment 1, Page 14; and
- The Board requested that commentary on the water usage outliers be included in the presentation. For example, Stanford showed great water conservation, however, there weren't any students on campus, resulting in water conservation numbers that didn't reflect a normal population during a drought.

The Board noted the information without formal action.

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1 through 3.7, under one motion.

3.1. Adopt a Resolution Setting Time and Date of Public Hearing on the Engineer's Report and CEQA Exemption Determination for the Santa Teresa Water Treatment Plant Filter Media Replacement Project, Project No. 93284013, (San Jose, District 7).

Recommendation: Adopt the Resolution SETTING TIME AND DATE OF PUBLIC HEARING ON THE ENGINEER'S REPORT AND CEQA EXEMPTION DETERMINATION FOR THE SANTA TERESA WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT PROJECT, to occur on September 28, 2021, at 6:00 PM by teleconference Zoom meeting.

- 3.2. Adopt a Resolution Adopting the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Approve the Calabazas Creek Bank Rehabilitation Project (Project), Project No. 62084001 (Task 5183) (Cupertino) (District 5).

Recommendation: A. Consider the environmental effects of the Calabazas Creek Bank Rehabilitation Project (Project) as discussed in the Final Mitigated Negative Declaration;
 B. Adopt the Resolution ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CALABAZAS CREEK BANK REHABILITATION PROJECT; and
 C. Approve the Project.

- 3.3. Adopt a Resolution Declaring September 18, 2021, as Coastal Cleanup Day in Santa Clara County.

Recommendation: Adopt the Resolution DECLARING SEPTEMBER 18, 2021, AS COASTAL CLEANUP DAY IN SANTA CLARA COUNTY.

- 3.4. Adopt a Resolution Declaring September 15 to October 15, 2021 as National Hispanic Heritage Month.

Recommendation: Adopt the RESOLUTION DECLARING SEPTEMBER 15 TO OCTOBER 15, 2021, AS NATIONAL HISPANIC HERITAGE MONTH.

- 3.5. Approve the Board of Directors' Quarterly Expense Report for the Quarter Ending June 30, 2021

Recommendation: A. Review the Board of Directors' Quarterly Expense Report for the Quarter Ending June 30, 2021; and
 B. Approve the report, if the reimbursements comply with Board Policy.

- 3.6. Adopt Plans and Specifications and Authorize Advertisement for Bids for Construction of the South County Recycled Water Pipeline Short-Term Phase 1B/2A/1C/2B Project, Project No. 91094009, Contract No. C0668 (Gilroy, Unincorporated Santa Clara County) (District 1).

Recommendation: A. Consider the First Addendum to the South County Recycled Water Master Plan Program Environmental Impact Report;
 B. Find that the South County Recycled Water Pipeline Short-Term Phase 1B/2A/1C/2B Project is substantially complex and therefore requires a construction contract retention of ten percent (10%);

- C. Adopt the plans and specifications and authorize advertisement for bids for the construction of the South County Recycled Water Pipeline Short-Term Phase 1B/2A/1C/2B Project per the Notice to Bidders; and
- D. Authorize the Designated Engineer to issue addenda, as necessary, during bidding.

3.7. Accept the CEO Bulletin for the Weeks of August 20 Through September 9, 2021.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 3.1 through 3.7, under one motion, as follows: adopt Resolution No. 21-81, SETTING TIME AND DATE OF PUBLIC HEARING ON THE ENGINEER'S REPORT AND CEQA EXEMPTION DETERMINATION FOR THE SANTA TERESA WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT PROJECT, by roll call vote, as contained in Item 3.1; adopt Resolution No. 21-82, ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CALABAZAS CREEK BANK REHABILITATION PROJECT, by roll call vote, as contained in Item 3.2; adopt Resolution No. 21-83, DECLARING SEPTEMBER 18, 2021, AS COASTAL CLEANUP DAY IN STANTA CLARA COUNTY, by roll call vote, as contained in Item 3.3; adopt Resolution No. 21-84, RESOLUTION DECLARING SEPTEMBER 15 TO OCTOBER 15, 2021, AS NATIONAL HISPANIC HERITAGE MONTH, by roll call vote, as contained in Item 3.4; approve the Board of Directors' Quarterly Expense Report for the Quarter Ending June 30, 2021, as contained in Item 3.5; adopt Plans and Specifications and authorize advertisement for bids for construction of the South County Recycled Water Pipeline Short-Term Phase 1B, 2A, 1C, and 2B project, as contained in Item 3.6; and accept the CEO Bulletin, as contained in Item 3.7.

Move to Approve: Richard Santos
 Second: Nai Hsueh
 Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Richard Santos, John L. Varela, Tony Estremera
 Nays: None
 Abstains: None
 Recuses: None
 Absent: Linda J. LeZotte
 Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

- 4.1. Submittal of Member Agency Ballot for Association of California Water Agencies Region 5 Board Members for 2022-2023 Term.

- Recommendation:
- A. Note the candidacy of Director John L. Varela for Association of California Water Agencies (ACWA) Region 5 Board Chair;
 - B. Consider the Region 5 Nominating Committee recommended slate or vote for individual candidates as indicated on the attached ballot; and
 - C. Authorize the Board Chair to complete and sign the ballot.

Ms. Michele King, Clerk of the Board , reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachment 1.

Move to Approve: Gary Kremen
Second: Richard Santos
Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Linda J. LeZotte
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- 4.2. Purified Water Project - City of San José Partnership Update.

- Recommendation:
- A. Receive information on the status of partnership with City of San Jose on the Purified Water Project;
 - B. Direct staff to identify a mutually agreeable facilitator to support discussions with the City of San Jose on partnership options on the Purified Water Project;
 - C. Authorize Chief Executive Officer to develop and provide City of San Jose a draft term sheet for potential partnership for the Purified Water Project; and
 - D. Authorize Chief Executive Officer to explore compensating City of San Jose for staff time to participate through December 31, 2021, in facilitated discussions and development of a partnership agreement.

Ms. Kirsten Struve, Assistant Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Motion: Approve staff's recommendations B, C and D.

Move to Approve: Nai Hsueh
Second: Richard Santos
Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Linda J. LeZotte
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

4.3. Board Committee Reports.

The Board noted the information, without formal action.

4.4. Proposed Future Board Member Agenda Items.

None.

5. WATER UTILITY ENTERPRISE:

- 5.1. Approve Amendment No. 5 to Agreement No. A3626A with CDM Smith Inc., to Perform Engineering Design Services During Construction for the Rinconada Water Treatment Plant (RWTP) Interim Site Restoration Project and to Provide Engineering Design Services for the RWTP Reliability Improvement Project Phases 3 - 6, Project No. 93294057, Increasing the Total Not-to-Exceed Fee by \$6,120,110, for a Total Revised Not-to-Exceed Fee of \$35,405,987, and Extending the Agreement Term to October 31, 2023 (Los Gatos) (District 7).

Recommendation: Approve Amendment No. 5 to Agreement No. A3626A with CDM Smith, Inc. for Engineering Design Services During Construction for the Rinconada Water Treatment Plant (RWTP) Interim Site Restoration Project and for Engineering Design Services for the RWTP Reliability Improvement Project Phases 3- 6, Project No. 93294057, increasing the total not-to-exceed fee by \$6,120,110 for a total revised not-to-exceed fee of \$35,405,987 and extending the Agreement term to October 31, 2023.

Mr. Heath McMahon, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: Barbara Keegan
Second: John L. Varela
Yeas: Nai Hsueh, Barbara Keegan, Gary Kremen, Richard Santos, John L. Varela, Tony Estremera
Nays: None
Abstains: None
Recuses: None
Absent: Linda J. LeZotte

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

6. WATERSHEDS:

None.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

None.

8. EXTERNAL AFFAIRS:

- 8.1. Office of Racial Equity, Diversity, and Inclusion (REDI) Annual Board Update 2021.

Recommendation: Receive the annual update on activities in the Office of Racial Equity, Diversity, and Inclusion (REDI).

Mr. Warren Whitlock, Racial Equity and Diversity and Inclusion Manager, reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachment 1.

The Board noted the information, without formal action.

9. CHIEF EXECUTIVE OFFICER:

- 9.1. CEO and Chiefs' Report.

Ms. Sue Tippets, Interim Chief Operating Officer, reviewed and distributed the attached Watersheds Operations and Maintenance Report, identified as Handout 9.1-A, herein.

Ms. Rachael Gibson, Chief of External Affairs, reviewed and distributed the attached Communications Activities, identified as handout 9.1-B, 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 Association of California Water Agencies (ACWA) Finance, and ACWA Investment Committee meetings; and Santa Clara County Farm Bureau Board, SMART Cities, South County Regional Wastewater Authority (SCRWA), and Latina Coalition of Silicon Valley meetings.

Director Keegan reported attending Youth Commission, Water Conservation and Demand Management (WCaDM) Committee, Special Board Policy and Planning Committee (BPPC), and Stream Planning and Operations Committee (SPOC) meetings; briefings for the September 9 SPOC, and September 15, 2021 Board Audit Committee (BAC) meetings; and a nature walk at Watson Park.

Director Santos reported attending the aforementioned Santa Clara County Farm Bureau Board meeting; a virtual COVID-19 Town Hall meeting with Assemblymember Alex Lee; and a Berryessa Citizens Advisory Council meeting.

Director Hsueh reported attending the aforementioned Youth Commission, BPPC, and WCaDM meetings; and City of San Jose Vice Mayor Chappie Jones, San Jose Water Company, and Media Training meetings.

Director Kremen reported attending a Mountain View Chamber of Commerce meeting, and various Media Interviews.

Chairperson Estremera reported attending the aforementioned SPOC, and City of San Jose Vice Mayor Chappie Jones meetings; Recycled Water Committee, and Delta Conveyance Authority Prep meetings; and various meetings with staff.

12.2. Clerk Review and Clarification of Board Requests.

None.

12.3. Adjourn to Special Closed Session Meeting at 2:00 p.m., on September 20, 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-08-21.

Chairperson Estremera adjourned the meeting at 2:20 p.m., to the 2:00 p.m. Special Closed Session meeting on September 20, 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 CLOSED SESSION MEETING
MONDAY, SEPTEMBER 20, 2021
2:00 PM**

(Paragraph numbers coincide with agenda item numbers)

A Special Closed Session Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors, conducted by Zoom Teleconference, was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 2:00 p.m.

1. CALL TO ORDER:

1.1. Roll Call.

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

Staff members in attendance were M. King, Clerk, Board of Directors and C. Orellana, District Counsel.

1.2. Pledge of Allegiance/National Anthem.

Director Kremen led all present in reciting the Pledge of Allegiance.

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

Seeing no members of the public participating by teleconference, Chairperson Estremera moved the Agenda to Item 2.1.

2. TIME CERTAIN:

2:00 PM

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

Mr. Carlos Orellana, District Counsel, confirmed that Item 2.1 pertained to a threat of litigation related to a complaint filed by the San Jose/Silicon Valley Chapter of the National Association for the Advancement of Colored People.

2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL

ANTICIPATED LITIGATION
Significant Exposure to Litigation
Pursuant to Government Code Section 54956.9(d)(2)
1 Potential Case

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

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

3. ADJOURN:

- 3.1. District Counsel Report on Closed Session.

Mr. Orellana, and Chair Estremera, reported respectively that in regard to Items 2.1 and 2.2, the Board met in Closed Session with all members present, and took no reportable action.

- 3.2. Adjourn to 4:00 p.m. Closed Session and 6:00 p.m. Regular Meeting, on September 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-08-21.

Chairperson Estremera adjourned the meeting at 4:15 p.m., to the 3:00 p.m. Regular meeting on September 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.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



BOARD OF DIRECTORS MEETING

MINUTES

**SPECIAL MEETING
TUESDAY, SEPTEMBER 28, 2021
3:00 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 in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 3:00 p.m.

1.1. Roll Call.

Board members participating by teleconference were Gary Kremen, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos being present in the Boardroom, constituting a quorum of the Board.

Director Barbara Keegan joined the meeting by teleconference, as noted below.

Staff in attendance was M. King, Clerk, Board of Directors. Staff participating by teleconference were R. Callender, Chief Executive Officer, C. Orellana, District Counsel, A. Baker, M. Richardson, S. Tippetts, and T. Yoke.

1.2. Pledge of Allegiance/National Anthem.

Director Kremen 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:

3:00 PM

- 2.1. Consider Adopting a Resolution Proclaiming a Local Emergency, Acknowledging the Proclamation of a State of Emergency by Governor's Order No. N-23-20 Dated March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Santa Clara Valley Water District for 30 Days Pursuant to Brown Act Provisions.**

Recommendation: Consider adopting a RESOLUTION PROCLAIMING A LOCAL EMERGENCY, ACKNOWLEDGING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER NO. N-23-20 DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SANTA CLARA VALLEY WATER DISTRICT FOR 30 DAYS, PURSUANT TO BROWN ACT PROVISIONS.

Director Keegan joined the meeting by teleconference.

Ms. Michele King, Clerk of the, Board, reviewed the information on this item, per the attached Board Agenda Memo, and per the information contained in Attachment 1.

Motion: Adopt Resolution No. 21-85 PROCLAIMING A LOCAL EMERGENCY, ACKNOWLEDGING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER NO. N-23-20 DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SANTA CLARA VALLEY WATER DISTRICT FOR 30 DAYS, PURSUANT TO BROWN ACT PROVISIONS, by roll call vote.

Move to Adopt: Richard Santos
Second: Gary Kremen
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.

3. ADJOURN:

3.1. Adjourn to 4:00 p.m. Closed Session and 6:00 p.m. Regular Meeting, on September 28, 2021.

Chairperson Estremera adjourned the meeting at 3:15 p.m., to the 4:00 p.m. Closed Session and 6:00 p.m. Regular meeting on September 28, 2021, to be called to order in compliance with the Brown Act as currently in effect and Santa Clara Valley Water District Resolution 21-85, adopted on September 28, 2021, in compliance with the provisions of AB361 (Rivas).

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, SEPTEMBER 28, 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 in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 4:00 p.m.

1.1. Roll Call.

Board members participating by teleconference were Barbara Keegan, Gary Kremen, Linda J. LeZotte, and John L. Varela, with Tony Estremera, Nai Hsueh, and Richard Santos being present in the Boardroom, 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, C. Orellana, District Counsel, J. Aranda, E. Aryee, A. Baker, R. Blank, R. Chan, J. Codianne, R. Gibson, B. Hopper, L. Bankosh, M. Lugo, H. McMahon, L. Orta, M. Richardson, D. Rocha, K. Struve, D. Taylor, S. Tippetts, B. Yerrapotu, and T. Yoke.

2. TIME CERTAIN:

Chairperson Estremera confirmed that the Board would adjourn to Closed Session for consideration of Items 2.1 through 2.3.

4:00 PM

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

- 2.2. CLOSED SESSION
CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6(a)
Agency Designated Representatives: Rick Callender, J. Carlos Orellana, Brian Hopper, Tina Yoke, Edward Kreisberg, Ingrid Bella, Bryant Welch, Laura Harbert, Emily Meeks
Employee Organizations: Employees Association, Engineers Society, Professional Managers

Director Kremen concluded his participation by teleconference and rejoined as noted below.

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

6:00 PM

Director Kremen rejoined the meeting by teleconference.

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

- 2.4. District Counsel Report on Closed Session.

Mr. Carlos Orellana, District Counsel, reported that in regard to Item 2.1, the Board deferred; in regard to Item 2.2, the Board met in Closed Session with all members present, and took no reportable action; and that in regard to Item 2.3, the Board met in Closed Session with all members present, excluding Director Kremen, and took no reportable action.

- 2.5. Pledge of Allegiance/National Anthem.

Chairperson Estremera led all present in reciting the Pledge of Allegiance.

- 2.6. Orders of the Day.

Chairperson Estremera confirmed that there were no changes to the Orders of the Day.

- 2.7. 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.

- 2.8. Public Hearing on the Engineer's Report and CEQA Exemption Determination for the Santa Teresa Water Treatment Plant Filter Media Replacement Project, Project No. 93284013 (Santa Clara County, District 7).

Recommendation: A. Conduct a Public Hearing on the Engineer's Report and the CEQA Exemption Determination for the Santa Teresa Water Treatment Plant Filter Media Replacement Project (Project);

- B. Close the Public Hearing;
- C. Approve the CEQA Exemption Determination for the Project;
- D. Adopt Resolution APPROVING THE ENGINEER'S REPORT FOR THE SANTA TERESA WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT PROJECT; and
- E. Approve the Project.

Chairperson Estremera opened the Public Hearing.

Mr. Brandon Ponce, Capital Engineering Manager, reviewed the information on this item, per the attached Board Agenda Memo, and per the attached presentation materials contained in Attachment 6.

Chairperson Estremera declared Time Open for Public Comments and, seeing no one present who wished to speak, closed the Public Hearing.

Motion: Adopt Resolution No. 21-86, APPROVING THE ENGINEER'S REPORT FOR THE SANTA TERESA WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT PROJECT, by roll call vote; approve the CEQA Exemption Determination for the Project; and approve the Project.

Move to Adopt: 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.

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1 and 3.2, under one motion.

- 3.1. Approve Recommended Positions on Federal Legislation: H.R. 1563 (Garcia) – To Extend the Authorities Under the Water Infrastructure Improvements for the Nation Act of 2016 Providing the Operational Flexibility, Drought Relief, and Other Benefits to the State of California; H.R. 2895 (Peters)/S. 1499 (Warner) – Reinventing Economic Partnerships And Infrastructure Redevelopment (REPAIR) Act; H.R. 3282 (McKinley) – Drinking Water Funding for the Future Act of 2021; H.R. 3228 (Velazquez) – National Coastal Resilience Data and Services Act; and Other Legislation That May Require Urgent Consideration for a Position by the Board.

Recommendation: A. Adopt a position of "Support" on H.R. 1563 (Garcia) – To extend the authorities under the Water Infrastructure Improvements for the Nation Act of 2016 providing the operational flexibility, drought relief, and other benefits to the State of California;

- B. Adopt a position of "Support" on H.R. 2895 (Peters)/S. 1499 (Warner) – Reinventing Economic Partnerships And Infrastructure Redevelopment (REPAIR) Act;
- C. Adopt a position of "Support" on H.R. 3282 (McKinley) – Drinking Water Funding for the Future Act of 2021; and
- D. Adopt a position of "Support" on H.R. 3228 (Velazquez) – National Coastal Resilience Data and Services Act.

3.2. Accept the CEO Bulletin for the Weeks of September 10-23, 2021.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 3.1 and 3.2, under one motion, as follows: adopt positions of "Support" on H.R. 1563 (Garcia), H.R. 2895 (Peters)/S. 1499 (Warner), H.R. 3282 (McKinley), and H.R. 3228 (Velazquez), as contained in Item 3.1; and accept the CEO Bulletin, as contained in Item 3.2.

Move to Approve: Richard Santos
 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.

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

4.1. Review Fiscal Year 2022 Board Policy Planning Calendar.

Recommendation: Review, discuss and revise the Fiscal Year 2022 Board Policy Planning Calendar.

Ms. Michele King, Clerk, Board of Directors, reviewed the information on this item, per the attached Board Agenda Memo.

The Board noted the information without formal action.

4.2. Receive the Audit Report of the Water Utility Enterprise Funds for the Fiscal Year Ended June 30, 2020.

Recommendation: Receive the Audit Report of the Water Utility Enterprise Funds for the Fiscal Year ended June 30, 2020.

Mr. Darin Taylor, Chief Financial Officer, reviewed the information on this item, per the attached Board Agenda Memo.

The Board noted the information without formal action.

4.3. Board Committee Reports.

The Board noted the information, without formal action.

4.4. Proposed Future Board Member Agenda Items.

None.

5. WATER UTILITY ENTERPRISE:

- 5.1. Approve the Agreement with Carollo Engineers, Inc. for Consulting Services, for the Water Treatment Plant Implementation Project, Project No. 93044001, CAS File No. 5144, for a Not-to-Exceed Fee of \$6,461,429.

Recommendation: Approve the Agreement with Carollo Engineers, Inc. for consulting services, for the Water Treatment Plant Implementation Project, for a Not-to-Exceed Fee of \$6,461,429.

Ms. Bhavani Yerrapotu, Deputy Operating Officer, reviewed the information on this item per the attached Board Agenda Memo.

Move to Approve: Richard Santos
Second: Gary Kremen
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.

6. WATERSHEDS:

None.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

- 7.1. Approve, and Authorize Staff to Finalize and Submit the Fiscal Year 2020-2021 (FY21) Safe, Clean Water and Natural Flood Protection Program Annual Report – Year 8 (Final 2012 Program Report), for Independent Monitoring Committee (IMC) Review.

Recommendation: A. Approve the FY21 Safe, Clean Water Program Annual Report – Year 8 with unaudited financials; and
B. Authorize staff to finalize the FY21 Safe, Clean Water Program Annual Report – Year 8 (with audited financials) and submit the final report to the IMC for its review.

Ms. Meenakshi Ganjoo, Program Manager, reviewed the information on this item, per the attached Board Agenda Memo, and per the attached presentation materials contained in Attachment 2.

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.

8. EXTERNAL AFFAIRS:

None.

9. CHIEF EXECUTIVE OFFICER:

9.1. CEO and Chiefs' Report.

Ms. Melanie Richardson, Chief Operating Officer, reported that Valley Water had received Federal Energy Regulatory Commission authorization to begin work on Phase II-B of the Anderson Dam Seismic Retrofit Project.

Ms. Sue Tippets, Interim Chief Operating Officer, read into the record the attached Watershed Operations and Maintenance Report, identified as Handout 9.1-C, herein.

Ms. Rachael Gibson, Chief of External Affairs, reviewed the attached Office of Government Relations and Office of Civic Engagement Activities Updates, identified as Handouts 9.1-A and 9.1-B 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 various Association of California Water Agencies meetings; a Purified Water Press Conference at the Silicon Valley Advanced Water Purification Center; and a meeting with Morgan Hill resident Mr. Doug Muirhead.

Director Keegan reported attending the aforementioned Purified Water Press Conference; an Arts Podcast preparation meeting; various Delta Conveyance Authority meetings; Board Audit Committee and Water Conservation and Demand Management (WCaDM) meetings; a Santa Clara Valley Habitat Joint Governing and Implementation Board meeting; a Special Board meeting; and various meetings with staff.

Director Santos reported attending the California Coastal Cleanup Day and Hispanic Contributions in Science events.

Director LeZotte reported attending the aforementioned WCaDM and Special Board meetings, and Purified Water Press Conference; Capital Improvement Program (CIP) Committee, Stream Planning and Operations Committee, Board Policy and Planning Committee, Recycled Water Committee (RWC), and Joint Recycled Water Advisory Committee with City of Sunnyvale (JRWAC, Sunnyvale) meetings; and various meetings with staff.

Director Kremen reported attending the aforementioned Purified Water Press Conference; a Palo Alto-based bike-path tour; a Pacheco Reservoir Expansion Project audit briefing; San Francisquito Creek Joint Powers Authority and Redistricting Advisory Committee meetings; a meeting with Director LeZotte; and various drought and water supply-related media interviews.

Director Hsueh reported attending the aforementioned Purified Water Press Conference, CIP Committee, WCaDM Committee, and Special Board meetings; an FM 96.1 drought-related interview; and various meetings with staff.

Chairperson Estremera reported attending the aforementioned Purified Water Press Conference, RWC, CIP, and JRWAC, Sunnyvale meetings; a La Raza Roundtable meeting; and the Asian Law Alliance 44th Anniversary event.

12.2. Clerk Review and Clarification of Board Requests.

None.

12.3. Adjourn to Special Joint Meeting with the City of Sunnyvale at 6:00 p.m., on October 6, 2021.

Chairperson Estremera adjourned the meeting at 6:35 p.m., to the 6:00 p.m. Special Joint Meeting with City of Sunnyvale on October 6, 2021, to be called to order in compliance with the Brown Act as currently in effect and Santa Clara Valley Water District Resolution 21-85, adopted on September 28, 2021, in compliance with the provisions of AB361 (Rivas).

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:

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Santa Clara Valley Water District

File No.: 21-1212

Agenda Date: 11/9/2021
Item No.: *3.5.

BOARD AGENDA MEMORANDUM

SUBJECT:

Accept the CEO Bulletin for the Weeks of October 29 - November 4, 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: 110421 CEO Bulletin

UNCLASSIFIED MANAGER:

Rick Callender, 408-630-2017

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CEO BULLETIN



To: Board of Directors
From: Rick L. Callender, CEO

Weeks of October 22 – November 4, 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 Valley Water-San Francisco Public Utilities Commission Intertie Coordination Meeting
<u>2</u>	Low-Income Water Rate Assistance Program Launches
<u>3</u>	Project of the Year Award for the Permanente Creek Flood Protection Project – Rancho San Antonio Detention Basin Project
<u>4</u>	Regional Water Quality Control Board Staffing Agreement
<u>5</u>	Successful Completion of Bay Area Regional Reliability - Shared Water Access Program Water Exchange Pilot Project
<u>6</u>	Valley Water Celebrates 2021 Santa Clara County Leadership Academy Graduates!
<u>7</u>	Valley Water Convenes Second Drought Summit
<u>8</u>	Valley Water Scores 100 Percent in Proficiency Testing for Microbiological and Inorganic Chemicals
<u>9</u>	<u>Hsueh</u> Staff to work with the Water Conservation and Demand Management Committee on the prospective timeline to incorporate water wise requirements into new developments, i.e., Cambrian Park, Valco, and Google San Jose projects. R-21-0004

1. Annual Valley Water-San Francisco Public Utilities Commission Intertie Coordination Meeting

On October 21, 2021, Valley Water and the San Francisco Public Utilities Commission (SFPUC) held their annual coordination meeting for the operation and maintenance of the joint Valley Water-SFPUC intertie facility (intertie). The intertie connects Valley Water's East Side treated water distribution system with SFPUC's distribution system and is used to convey up to 40 million gallons per day of treated water between the two agencies during planned critical infrastructure repair or emergency outages.

During the meeting, Valley Water and SFPUC reviewed the operations and maintenance activities of the intertie, discussed each agency's upcoming planned system outage schedules, and coordinated support needed during the planned outages. This annual coordination meeting helps enhance the collaborative working relationship between the two agencies and ensures reliable water supply to our communities.

For further information, please contact Sam Bogale at (408) 630-3505.

2. Low-Income Water Rate Assistance Program Launches

The Low-Income Residential Water Rate Assistance Program (WRAP) approved by the Valley Water Board of Directors to assist low-income households in Santa Clara County with their water bills launched last week. Valley Water has issued the first round of pass-through funding to Sacred Heart Community Service (SHCS), who is administering the program, to begin disbursing funds to the community. SHCS is working with seven other agencies in their Emergency Assistance Network to get the word out about the program to the 4,000 low-income households in Santa Clara County, who have previously qualified and accessed the low-income home energy financial assistance program. SHCS will provide a status report at the end of December 2021 and will provide quarterly reports on the program's status thereafter via the CEO Bulletin.

For more information, please contact Marta Lugo at (408) 630-2237.

3. Project of the Year Award for the Permanente Creek Flood Protection Project – Rancho San Antonio Detention Basin Project

Permanente Creek Flood Protection Project – Rancho San Antonio Detention Basin has been awarded the Project of the Year Award from the American Public Works Association (APWA) Silicon Valley Chapter. The American Public Works Association is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services.

The APWA Silicon Valley Chapter recognized the Rancho San Antonio Flood Detention Basin Project as a public works project that demonstrated excellence in its planning, design and construction, and coordinated effort between various stakeholders to complete the project. It was also noted for its dual-purpose, which provides flood protection for properties adjacent to Permanente Creek, in addition to recreational and environmental improvements at the Project site. Those named in the award are Valley Water, Granite Construction, and Mott MacDonald. The APWA Silicon Valley Chapter Awards Ceremony was held on October 20, 2021.

For further information, please contact Rechelle Blank at (408) 630-2615.

4. Regional Water Quality Control Board Staffing Agreement

On October 14, 2021, Valley Water entered into a 2-year Agreement for Contract Services with the Association of Bay Area Governments (ABAG) and Metropolitan Transportation Commission (MTC) to provide the qualified staffing resources to the San Francisco Bay Regional Water Quality Control Board (Water Board). The agreement provides for a full-time person to expedite permit application evaluation for Valley Water projects requiring Water Board approval pursuant to Section 401 of the federal Clean Water Act and State Porter-Cologne Water Quality Control Act. As with other staffing agreements that Valley Water has entered into for state and federal agency staffing, this agreement will provide a dedicated staff person that will work exclusively on Valley Water permit applications and other projects as requested and prioritized by Valley Water.

This Memorandum of Agreement (MOA) takes effect October 1, 2021 and replaces the previous 2-year Agreement that provided similar services. Valley Water has identified several projects that will benefit from renewal of this Agreement including Anderson Dam Seismic Retrofit, Stream Maintenance Program, and various capital flood control projects.

Funding for the first year of this agreement was included in project budgets reviewed and adopted by the Board for Fiscal Year 2022. The agreement allows Valley Water to terminate at any time during the 2-year term.

For further information, please contact Jennifer Codianne at (408) 630-3876.

5. Successful Completion of Bay Area Regional Reliability - Shared Water Access Program Water Exchange Pilot Project

Valley Water participates in the Bay Area Regional Reliability (BARR) Partnership that intends to address water supply reliability and drought preparedness on a mutually beneficial and regionally focused basis. The Shared Water Access Program (SWAP) is a BARR effort to facilitate water transfers and exchanges within the Bay Area by leveraging existing infrastructure and institutional agreements. It is funded in part by a Water Marketing Strategy Grant through the Bureau of Reclamation (Reclamation). The objective of SWAP is to define the process for how Bay Area water agencies could perform water transfers and exchanges and resolve associated barriers that have prevented these in the past. The results will be documented in a strategy report, which can be used to inform future collaborative efforts among these agencies.

As part of SWAP, the BARR participants selected an exchange between Valley Water and Contra Costa Water District (CCWD) as one of two pilot projects to be implemented. The pilot was initially formulated to first store a portion of Valley Water's Central Valley Project (CVP) supply in Los Vaqueros Reservoir, which would then be returned to Valley Water during a dry year. Due to the emerging severe drought conditions this year, CCWD and Valley Water agreed to modify the pilot in order to provide Valley Water with vital emergency transfer water in the summer of 2021. The revised pilot project reversed the order in which water would be exchanged such that CCWD would first transfer 5,000 acre-feet of its CVP allocation to Valley Water in 2021, and Valley Water would potentially return the same amount of its CVP water to CCWD at a later date. The transfer was approved by Reclamation in July 2021 and Valley Water received delivery of the emergency transfer water between July and September 2021.

The pilot project has proven to be successful and lays the foundation for future exchanges using the same concept. In particular, the approval process could be repeated and streamlined for more efficient implementation. The pilot was incredibly beneficial to Valley Water as it provided a significant improvement in water supply reliability during an extremely challenging drought year, consistent with the intent of the BARR Program.

For more information, please contact Kirsten Struve at (408) 630-3138.

6. Valley Water Celebrates 2021 Santa Clara County Leadership Academy Graduates!

Five (5) Valley Water employees: Bart Sikorski, Damaris Villalobos-Galindo, Michael Martin, Jennifer Martin, and Jesse Ruiz Sanchez graduated from the Santa Clara County Leadership Academy, a professional development program for emerging leaders, on October 28, 2021.

The goals of the Leadership Academy include:

- creating a cost-effective talent development program for participating jurisdictions
- enhancing the leadership skills of the participants
- assisting the participating local government in their succession planning efforts
- enhancing the network of participants across local government agencies in the County
- offering employees positive development opportunities and motivating experiences in tough times

The program began in April 2021 and concluded in October 2021 and offered participants the opportunity to network with city managers, local government leaders, and peers. The curriculum consists of virtual presentations by city managers and other local government leaders, critiques of case studies, a team project, and one-on-one coaching.

The participants selected the following capstone projects: Post-pandemic Workforce Changes and Staff Development, Economic Development in the Changing Economy, Solutions for the Unhoused, and Eliminating Minimum Qualifications to Promote Diverse Hiring.

For more information, please contact Ingrid Bella at (408) 630-3171.

7. Valley Water Convenes Second Drought Summit

On October 23, 2021, Valley Water convened a diverse cross-section of elected officials, business leaders, water retailers, and environmental advocates from throughout Silicon Valley at the Valley Water Drought Summit 2021 to discuss ways to address the drought together. The virtual summit offered an opportunity for experts to share community feedback and insights, water supply projections, and information on water conservation tools and resources with stakeholders that can be used to lead communities through the drought emergency.

Six Valley Water Directors signed on to the virtual event and at peak attendance, approximately 60 participants were present, including elected officials and staff from the cities of Campbell, Cupertino, Gilroy, Morgan Hill, Mountain View, San Jose, Saratoga, and Sunnyvale. Representatives from the offices of Congressman Anna Eshoo and California State Senator John Laird were also in attendance.

Valley Water Board of Directors Chair Tony Estremera opened the Summit emphasizing Valley Water's commitment to work with external partners in taking actions needed to help communities reduce water use and combat this drought emergency. Chair Estremera introduced a pre-recorded video message by Ahmad Thomas, CEO of the Silicon Valley Leadership Group (SVLG), a sponsor of the Drought Summit. CEO Thomas underscored the importance of working together on solutions, including expanded conservation efforts and investments in technology, such as recycled and purified water as a truly drought-proof water supply.

Chair Estremera then introduced keynote speaker, California State Senator John Laird, who spoke to actions taken during his tenure as the California Secretary of Natural Resources during the previous drought emergency in our state, and how it is the responsibility of elected and community leaders to lead with the education and message of conservation. Senator Laird said it is up to individuals to conserve for us to get past a drought emergency, but also that we all have to work together on resilient long-term solutions in order to truly meet the challenge of addressing ongoing water supply challenges.

Following Senator Laird, Valley Water led a presentation titled "Multi-Year Droughts: Possible Solutions for a New Normal" on the current status of the drought. The presentation provided an overview of regional solutions and possibilities and covered the following topics: "Water Supply Outlook and Drought Emergency Response," "Overview of Water Conservation and Rebate Programs," "Reusing Water: Purified Water Project," and "Water Conservation Policies for New and Existing Developments."

Michael Mermelstein of Nichols Research then provided an overview of drought attitudes based on recently conducted poll groups, that provided insight on what our communities and constituencies feel is important to them and their water supply needs during this extreme drought.

The final component of the Drought Summit incorporated interactive breakout sessions where participants discussed how best to respond to the drought emergency and what commitments they or their organizations would make to do so in the next 60 days. Key takeaways and commitments from the small group discussions included: unify stakeholder drought response messaging, strengthen partnerships and education, explore tailored drought response approaches to jurisdictions, highlight successful cases to serve as regional models, and partner with Valley Water to implement the Model Water Efficient New Development Ordinance (MWENDO).

Finally, Valley Water Director Linda J. LeZotte, who serves as Chair of Valley Water's Water Conservation and Demand Management Committee, closed out the Drought Summit with final remarks, thanking all attendees for their input, dedication, and commitment to working together to help our region get through the drought emergency.

For further information, please contact Don Rocha at (408) 630-2338.

8. Valley Water Scores 100 Percent in Proficiency Testing for Microbiological and Inorganic Chemicals

Valley Water's Water Quality Laboratory recently completed its annual proficiency testing (PT) study and scored a remarkable 100 percent passing score. This evaluation is a single-blind study in which a third-party vendor provides samples of unknown concentrations in various matrices. The reported results are evaluated by the vendor and submitted directly to Valley Water's Lab accreditation body, the California Environmental Laboratory Accreditation Program. Any results not within acceptance criteria require rigorous and documented corrective action, and a subsequent passing score. Successful completion and passing scores in PT studies provides external validation of Valley Water's laboratory data quality management program and is a mechanism for demonstration of competence.

The latest PT study involved a total of 117 different parameters tested by Valley Water's primary lab analysts. An additional study to test for organics chemistry parameters is on schedule to be completed later this Fall 2021. Successful completion of these required studies, along with an on-site audit completed in May 2021, are key requirements for Valley Water to renew its laboratory accreditation, which Valley Water is on target to apply for by February 2022.

In addition to the required study referenced above, this year Valley Water participated in two voluntary PT studies for Algaltoxins in treated water and source water matrix, respectively. The testing consisted of double-blind samples spiked with various concentrations of Microcystins, Cylindrospermopsin, and Anatoxin-A. Nearly 100 laboratories from 12 different countries participated in these studies. Valley Water scored 100 percent acceptable results for all samples. These emerging contaminants are not yet regulated; however, they are occasionally observed in local water sources. Valley Water's proven analytical testing capability for these tests, which is validated through participation in such studies, along with Valley Water's robust Cyanotoxins Monitoring Plan, are helpful tools for treated water operations to identify and better prepare for the water quality challenges observed during the drought years.

For further information, please contact Sam Bogale at (408) 630-3505.

9. Hsueh

**Staff to work with the Water Conservation and Demand Management Committee on the prospective timeline to incorporate water wise requirements into new developments, i.e., Cambrian Park, Valco, and Google San Jose projects.
R-21-0004**

On October 25, 2021, Valley Water provided Valley Water Director Hsueh a verbal report at the Water Conservation and Demand Management Committee on the prospective timeline to incorporate water wise requirements into new developments. It was also discussed and agreed upon by the Committee members that this would become a standing update that will be added to future Water Conservation and Demand Management Committee agendas.

For further information, please contact Vincent Gin at (408) 630-2633.



Santa Clara Valley Water District

File No.: 21-1213

Agenda Date: 11/9/2021
Item No.: *4.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Board Committee Reports.

ATTACHMENTS:

- *Handout 4.1-A: 092221 RWC Summary
- *Handout 4.1-B: 102121 BPPC Summary
- *Handout 4.1-C: 102521 JRWPC Summary
- *Handout 4.1-D: 102721 Water Commission Summary
- *Handout 4.1-E: 102721 RAC Summary
- *Handout 4.1-F: 110321 RAC Summary

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MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Recycled Water Committee

SUBJECT: 09/22/21 RWC Meeting Summary

DATE: November 9, 2021

This memorandum summarizes the Recycled Water Committee (Committee) meeting held on September 22, 2021. Chairperson Tony Estremera, Vice Chairperson Gary Kremen, and Committee Member Richard Santos were present, constituting a quorum of the Committee.

3.1 Update on the Purified Water Program, Including Partnership with Cities of San Jose and Palo Alto.

Recommendation: Receive information on:

- A. Partnership discussions;
- B. P3 procurement status;
- C. Grant Application to United States Bureau of Reclamation (USBR) Desalination & Water Purification Research Program (DWPR); and
- D. Outreach.

Ms. Kirsten Struve, Assistant Officer, informed the Committee that partnership discussions continue with the City of Palo Alto to develop terms for a facility ground lease and Reverse Osmosis (RO) concentrate management. With City of San Jose, staff is working on a funding agreement and engaging a mutually agreed upon facilitator. Staff has provided City of San Jose a list of facilitators. Meetings with municipalities along the conveyance route have occurred to gather feedback on the pipeline alignment, and currently, site access issues with City of Santa Clara are being resolved. In terms of procurement, virtual interviews were held with each of the eight entities that responded to the RFP. It is anticipated that within a month, a short list can be presented to the Committee. Geotechnical conditions assessment and draft Environmental Impact Report continue to be developed in preparation for the RFP. In terms of outreach, staff has requested meetings with several community and faith-based organizations in San Jose and Palo Alto to promote the Purified Water Project. Ms. Struve mentioned that staff is seeking adoption of a resolution by the Board of Directors for a grant agreement with the United States Bureau of Reclamation to fund the research study on a Pilot-Scale Treated Water Augmentation Project that aims to evaluate various blends of purified water and conventional drinking water in a pilot-scale distribution pipeline network.

The Committee noted the information without formal action.

4.1 Discuss the 2021 Recycled Water Committee Work Plan, Upcoming Discussion Items, and Next Meeting Date.

Recommendation: Accept the updated 2021 Recycled Water Committee Work Plan and provide feedback on upcoming discussion items and meeting schedule.

Chair Estremera announced that selected Valley Water Board members will meet again in December with elected officials of City of Sunnyvale while a series of meetings have started

with City of San Jose, as well as active involvement with the Cities of Gilroy and Morgan Hill in the recycled water master plan. He reminded everyone to be prepared for a busier schedule with these upcoming meetings.

The Committee unanimously approved the Updated RWC 2021 Work Plan.

The Committee adjourned to its next Regular Meeting on October 27, 2021.

Board member comments and suggestions can be forwarded to Ms. Eva Sans, Assistant Deputy Clerk II, at (408) 630-2306, or by email at esans@valleywater.org.

Tony Estremera

*Director, District 6
Recycled Water Committee Chairperson*



MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Nai Hsueh,
BPPC Chair

SUBJECT: Board Policy and Planning Committee
(BPPC) October 21, 2021 Meeting Summary

DATE: November 9, 2021

This memorandum summarizes agenda items from the special meeting of the Board Policy and Planning Committee (BPPC) held on October 21, 2021.

BOARD ENDS POLICY E-3 REVISIONS.

Staff reviewed the updated statement, goals and objectives associated with Board Governance Policy Ends-3. The committee unanimously voted to endorse the E-3 Policy revisions and recommended that staff finalize and present to the full board for approval consideration.

UPDATE ON UNTREATED SURFACE WATER PROGRAM'S CUSTOMER INFORMATION, AGRICULTURAL USAGE, SURFACE WATER FINANCIAL BENEFITS IF ANY, RECOMMENDATIONS FOR PROGRAM'S FUTURE, AND STAKEHOLDER OUTREACH PLAN.

Staff provided information on the Program Customer Information, Water Usage and Information, Agricultural Uses, Financial Benefits Surface Water Customers Receive, information on the Two-Phase Modified Plan (Phase I – All Domestic Landscape Use Customers off by the end of Calendar Year 2023 and Phase 2 – Revise Surface Water Rules), and the Public Outreach Plan for Stakeholder input.

It was a consensus of the committee to support staff's updates to the modified program and the proposed public outreach plan, and recommended that after stakeholder input, staff finalize and present the Phase I information to the full board approval consideration, unless something significant comes out of the outreach sessions that require committee input.

REPORT ON THE ENVIRONMENTAL AND WATER RESOURCES COMMITTEE (EWRC) WORKING GROUP STRUCTURE AND SUPPORT PROCESS

Chair Hsueh provided an update on the proposed new EWRC Working Group structure and staff support process. She informed the BPPC that the EWRC was very receptive to the proposed new structure of five new working groups that align with the Board's work plan and the identified organized staff support process and agreed to implement the new structure.

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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 October 25, 2021

DATE: November 9, 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 October 25, 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, 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, Aaron Baker, Ricardo Barajas, Henry Barrientos, Glenna Brambill, Jason Chiar, Keila Cisneros, Phillippe Daniel (Contractor), Melissa Fels, Vincent Gin, Linh Hoang, Brian Hopper, Girlie Jacobson, Candice Kwok-Smith, Heath McMahon, Leslie Orta, Mike Potter, Melanie Richardson, Don Rocha, Charlene Sun, Kirsten Struve, Sherilyn Tran, and David Tucker.

Guests in attendance were: City of Palo Alto: Lisa Bilir, Karla Dailey, Samantha Engelage, Diego Martinez Garcia, and Karin North, City of Mountain View: Lisa Au, and Carollo Engineers: Sanjay Reddy.

Public attendees were: Al, Hon. Jim Beall, Peter Drekmeier, Eric Rosenblum, and Director John L. Varela (Valley Water, District 1).

4. ACTION ITEMS:

4.1 UPDATE ON COLLABORATION WITH PARTNERS RELATED TO PURIFIED WATER

Ms. Kirsten Struve and Ms. Karin North reviewed the following and the handout:

Summary from Agenda Memo:

Valley Water and Palo Alto staff continue to collaborate on the Purified Water Project. The following topics will be presented at this meeting:

A. Update on VW collaboration with partners related to purified water project

Valley Water and City of Palo Alto staff have continued to collaborate on developing agreements for a land lease and RO Concentrate, coordinating outreach, as well as coordinating with regulators (see more detail below).

Valley Water and City of San José staff mutually agreed on a facilitator and have scheduled the first facilitated meeting to resume discussions on agreements needed for the Purified Water Project.

B. Coordination with the San Francisco Regional Water Quality Control Board (Water Board) on RO Concentrate

Valley Water and the City of Palo Alto have continued their collaborative efforts focused on the proper management of RO Concentrate (ROC) resulting from the future Advanced Water Purification Facility (AWPF) in Palo Alto.

Specifically, Valley Water staff - in coordination with the City of Palo Alto - prepared a plan of action (ROC Management Plan) to address ROC, which was presented to the Water Board in May 2021. Upon review of the proposed plan, the Water Board provided feedback and a second meeting was convened in August

to further discuss the ROC Management Plan. Subsequently the Water Board issued a Letter of Concurrence to Valley Water on Sep. 9, 2021 indicating that “the discharge of ROC through the existing outfall at the Palo Alto Regional Water Quality Control Plant (RWQCP) appears to be feasible”. The Letter of Concurrence also states that in the short term, compliance for ROC discharge should be achievable based on permit modifications supported by the technical studies proposed in the ROC Management Plan.

Based on the timeline of AWPf completion in 2028, the Water Board will consider necessary permit changes to the NPDES permit for Palo Alto’s RWQCP when up for renewal in 2024. These might be contingent upon continued dialogue regarding anticipated copper discharges and additional management practices to ensure compliance with foreseeable effluent limitations.

Staff will continue to work with the City of Palo Alto to carry out the steps proposed in the ROC Management Plan which include various technical studies and evaluations. It is anticipated that the aforementioned would be completed within the next three (3) years.

C. Status of Agreements

Staff from both agencies continue to work on a ROC Management (ROCM) term sheet that will serve as the basis for a final ROCM Agreement. The ROCM Agreement will stipulate the agency responsibilities of the parties for and associated liabilities pertinent to proper management for future ROC discharges

D. Update on Land for the regional facility (Renderings and Homeless housing)

Staff is currently reviewing the draft lease terms for the future AWPf located in Palo Alto, and is also working on the completion of a Feasibility Study to evaluate potential cleanup requirements for Area B of the former Los Altos Treatment Plant (LATP) site. In addition, renderings for the future AWPf have been drafted and will be shared with the Committee. Lastly, on August 27, 2021 the Palo Alto City Council authorized the City manager to apply for a grant to fund the temporary installation of an emergency shelter in Area C of the LATP. Valley Water, Palo Alto, and Project HomeKey staff have been coordinating on the shelter and purified water projects.

E. Outreach

Valley Water continues to conduct stakeholder outreach to various groups and faith-based organizations in the Palo Alto and Mountain View areas. On September 7, staff met with Spark Church, a multi-denominational, multi-ethnic, and multi-generational church located in Palo Alto, to discuss the Purified Water Project. On September 9, Valley Water staff presented the project to the Mountain View Coalition of Sustainable Planning & Greenspaces. Staff also presented the Purified Water Project at the Palo Alto Parks and Recreation Commission on September 28. Additionally, on September 30, Valley Water met with the Santa Clara County Medical Association Environmental Committee. Staff will continue to follow up and pursue letters of support and referrals to other organizations for continued outreach.

F. Update on P3 (public private partnership)

Valley Water received eight Statements of Qualification in response to the Request for Qualifications and is currently reviewing them to prepare a shortlist. The Request for Proposal is being drafted for release in early 2022.

Valley Water and Palo Alto staff continue to collaborate on the Purified Water Project. The following topics will be presented at this meeting:

G. Update on VW collaboration with partners related to purified water project

Valley Water and City of Palo Alto staff have continued to collaborate on developing agreements for a land lease and RO Concentrate, coordinating outreach, as well as coordinating with regulators (see more detail below).

Valley Water and City of San José staff mutually agreed on a facilitator and have scheduled the first facilitated meeting to resume discussions on agreements needed for the Purified Water Project.

H. Coordination with the San Francisco Regional Water Quality Control Board (Water Board) on RO Concentrate

Valley Water and the City of Palo Alto have continued their collaborative efforts focused on the proper management of RO Concentrate (ROC) resulting from the future Advanced Water Purification Facility (AWPF) in Palo Alto.

Specifically, Valley Water staff - in coordination with the City of Palo Alto - prepared a plan of action (ROC Management Plan) to address ROC, which was presented to the Water Board in May 2021. Upon review of the proposed plan, the Water Board provided feedback and a second meeting was convened in August to further discuss the ROC Management Plan. Subsequently the Water Board issued a Letter of Concurrence to Valley Water on Sep. 9, 2021 indicating that “the discharge of ROC through the existing outfall at the Palo Alto Regional Water Quality Control Plant (RWQCP) appears to be feasible”. The Letter of Concurrence also states that in the short term, compliance for ROC discharge should be achievable based on permit modifications supported by the technical studies proposed in the ROC Management Plan.

Based on the timeline of AWPF completion in 2028, the Water Board will consider necessary permit changes to the NPDES permit for Palo Alto’s RWQCP when up for renewal in 2024. These might be contingent upon continued dialogue regarding anticipated copper discharges and additional management practices to ensure compliance with foreseeable effluent limitations.

Staff will continue to work with the City of Palo Alto to carry out the steps proposed in the ROC Management Plan which include various technical studies and evaluations. It is anticipated that the aforementioned would be completed within the next three (3) years.

I. Status of Agreements

Staff from both agencies continue to work on a ROC Management (ROCM) term sheet that will serve as the basis for a final ROCM Agreement. The ROCM Agreement will stipulate the agency responsibilities of the parties for and associated liabilities pertinent to proper management for future ROC discharges

J. Update on Land for the regional facility (Renderings and Homeless housing)

Staff is currently reviewing the draft lease terms for the future AWPF located in Palo Alto, and is also working on the completion of a Feasibility Study to evaluate potential cleanup requirements for Area B of the former Los Altos Treatment Plant (LATP) site. In addition, renderings for the future AWPF have been drafted and will be shared with the Committee. Lastly, on August 27, 2021 the Palo Alto City Council authorized the City manager to apply for a grant to fund the temporary installation of an emergency shelter in Area C of the LATP. Valley Water, Palo Alto, and Project HomeKey staff have been coordinating on the shelter and purified water projects.

K. Outreach

Valley Water continues to conduct stakeholder outreach to various groups and faith-based organizations in the Palo Alto and Mountain View areas. On September 7, staff met with Spark Church, a multi-denominational, multi-ethnic, and multi-generational church located in Palo Alto, to discuss the Purified Water Project. On September 9, Valley Water staff presented the project to the Mountain View Coalition of Sustainable Planning & Greenspaces. Staff also presented the Purified Water Project at the Palo Alto Parks and Recreation Commission on September 28. Additionally, on September 30, Valley Water met with the Santa Clara County Medical Association Environmental Committee. Staff will continue to follow up and pursue letters of support and referrals to other organizations for continued outreach.

L. Update on P3 (public private partnership)

Valley Water received eight Statements of Qualification in response to the Request for Qualifications and is currently reviewing them to prepare a shortlist. The Request for Proposal is being drafted for release in early 2022.

The Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) discussed the following: separation of projects, dual plumbing, the project making progress, helping with delays, and outreach.

The Joint Recycled Water Policy Committee (Palo Alto, East Palo Alto, Mountain View) took no action.

4.2 COUNTRYWIDE WATER REUSE MASTER PLAN

Mr. David Tucker reviewed the following:

Summary from Agenda Memo:

This item provides an update on the completion of the Santa Clara Valley Water District's (Valley Water) Countywide Water Reuse Master Plan (CoRe Plan), an integral component of Valley Water's Water Supply Master Plan. The objective of the CoRe Plan is to identify and evaluate future water reuse opportunities in collaboration with recycle water producers, wholesalers, retailers, users, and other interested stakeholders in Santa Clara County. Valley Water has set a goal of meeting at least 10% of the County's total water demand using recycled and purified water. Consequently, Valley Water developed a CoRe Plan that presents direction to provide up to 24,000 acre-feet per year of potable water reuse by 2028. The CoRe Plan (Attachment 2) was completed in June 2021 and accepted by the Valley Water Board of Directors at the August 10, 2021 Board meeting.

Since November 2018, the CoRe Plan has integrated over 15 critical engineering reports that form the Plan's reuse planning foundation and includes key stakeholder feedback into the Plan's key recommendations. The CoRe Plan has assembled the following technical memoranda into a planning compendium for future potable reuse implementation:

- Project Definition Technical Memorandum
- Baseline Analysis Technical Memorandum
- Conceptual Alternatives Technical Memorandum
- 1% Conceptual Alternatives Design
- Feasible Project Portfolios Technical Memorandum
- Draft Countywide Water Reuse Master Plan
- Non-Potable Onsite Reuse Survey
- Public Outreach and Engagement Survey
- California Water Reuse Governance Survey
- South Bay Water Recycling (SBWR) Master Plan Updates

The CoRe Plan represents the assemblage of these critical engineering and planning documents into a comprehensive water reuse planning document that describes available source water, relevant institutional arrangements, existing reuse systems, expanded reuse potential, feasible project portfolios, and initial cost and rate payer implications. Key benefits of the CoRe Plan include:

- Describes drought-resilient water reuse opportunities that could reduce our dependence on imported water and groundwater pumping,
- Supports habitat preservation and endangered species protection by reducing freshwater discharges to the South Bay and minimizes wastewater discharge to the Pajaro River in South County,
- Enhances estuarine ecosystem improvements, including freshwater fish habitat, in statewide watersheds resulting from reduced imported water reliance,
- Reduces the concentration of emerging contaminants in potable water reuse through advanced treatment techniques that reduces emerging environmental concerns with source waters, and
- Provides planning opportunities and water supply options with improved adaptation to anticipated climate change impacts.

The CoRe Plan represents an integrated plan after three years of technical planning, development of 10 water supply portfolios with indirect and direct potable reuse options, involvement of 60 stakeholder agencies, 60+ meetings and workshops, and 1200 pages of technical support documentation (Attachment 3). The Plan includes an Executive Summary, expanded discussion of fiscal and rate payer impacts, evaluation of on-site non-potable reuse opportunities, and options for phased project implementation.

Staff will present the vision underlying the master planning effort, the journey taken to develop the CoRe Plan, and the path ahead to support future potable reuse planning and implementation throughout the County and with emphasis in Palo Alto, East Palo Alto, and Mountain View.

The Joint Recycled Water Policy Committee (Palo Alto/East Palo Alto, Mountain View) discussed the following: stakeholder meetings, thanked staff for meeting with Sustainable, graywater consideration, water tours, potable

water reuse, City of East Palo Alto participating and engaging, East Sanitary District, blending and mixing (used interchangeably-terms), direct potable reuse, dual plumbing, recycle water, pipeline issues and sources of water.

Director Tony Estremera was available to answer questions.

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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11/09/2021



MEMORANDUM
FC 14 (01-02-07)

TO: Board of Directors

FROM: Santa Clara Valley Water
Commission

SUBJECT: Santa Clara Valley Water Commission
Meeting Summary for October 27, 2021

DATE: November 9, 2021

This memorandum summarizes agenda items from the regular meeting of the Santa Clara Valley Water Commission held on October 27, 2021.

Attendees:

Commission members in attendance were: Hon. Susan M. Landry (City of Campbell), Hon. Hung Wei (City of Cupertino), Hon. Peter Leroe-Muñoz (City of Gilroy), Hon. Lynette Lee Eng (City of Los Altos), Hon. Matthew Hudes (Town of Los Gatos), Hon. Carmen Montano (City of Milpitas), Hon. Liz Lawler (City of Monte Sereno), Hon. Rich Constantine (City of Morgan Hill), Hon. Lucas Ramirez (City of Mountain View), Hon. Pam Foley (City of San José), Hon. Karen Hardy (City of Santa Clara), Hon. Omar Din (City of Sunnyvale), Hon. Helen Chapman (Open Space Authority Santa Clara Valley), and Hon. Jed Cyr (Midpeninsula Regional Open Space District).

Board members in attendance were: Director Tony Estremera (Board Representative), Director Nai Hsueh (Board Alternate), and Director Gary Kremen (Board Representative).

Staff members in attendance were: Aaron Baker, Neeta Bijoor, Glenna Brambill, Vincent Gin, Andy Gschwind, Cindy Kao, Carlos Orellana, Metra Richert, Don Rocha, Gregory Williams, and Beckie Zisser.

Guests in attendance were: Lisa Bilir (City of Palo Alto), Camryn Heinkel (City of San José), Mansour Nasser (City of Sunnyvale), Tony Ndah (City of Milpitas), Hon. Fred Tovar (City of Gilroy), David Siddiqui (Green Evolution), Hon. Kathy Watanabe and Gary Welling (City of Santa Clara).

AGENDA ITEM:

4.1 UPDATE ON PROGRESS TOWARDS VALLEY WATER'S DROUGHT EMERGENCY RESPONSE AND DROUGHT-RELATED WATER CONSERVATION EFFORTS

Mr. Aaron Baker, Ms. Neeta Bijoor, Mr. Don Rocha, and Mr. David Siddiqui reported on the following along with the handout:

Summary from Meeting Agenda Memo:

On June 9, 2021, the Santa Clara Valley Water District (Valley Water) Board of Directors declared a water shortage emergency condition pursuant to California Water Code §350, called for water use reduction of 15% compared to 2019, and urged the County of Santa Clara to proclaim a local emergency. The County adopted a Resolution ratifying the proclamation of a local emergency due to the drought on June 22, 2021.

The U.S. Drought Monitor Report from October 7, 2021, indicates that the majority of the County is in extreme drought, and the northeastern portion of the County is in exceptional drought. The Sierra Nevada snowpack, a primary source of imported water, is at 0% of average as of August 30, 2021, and 0% of average statewide.

Reflecting critically dry conditions across the state, the Central Valley Project and State Water Project, which comprise half of Valley Water's typical annual water supply, have drastically reduced imported

water allocations. Valley Water has been negotiating purchases of emergency transfer water supplies; however, potential state regulatory actions continue to pose significant uncertainty to water transfers. An additional Central Valley Project Municipal and Industrial Public Health and Safety increment of 28,500 acre-feet (AF) is to be delivered during the second half of 2021. To date in 2021, Valley Water has secured agreements for about 58,000 AF of transfer supplies (not taking into account conveyance losses across the Delta).

Furthermore, Valley Water is impacted by the unavailability of Anderson Reservoir as a surface water storage facility for the duration of the Anderson Dam Seismic Retrofit Project, which is expected to last 10 years. The loss of Anderson, lower imported water supplies, and uncertainty over emergency water transfers could result in rapid and significant drops in our groundwater levels and resulting in the potential for subsidence and dry wells. In South County, groundwater is the only drinking water supply.

Consequently, water conservation is an important strategy to help alleviate these negative impacts.

Water Conservation Outreach

Valley Water's multilingual water conservation campaign continues to promote water conservation as a way of life, being drought ready, and Valley Water's many conservation programs. The campaign includes ads on TV, radio, online, social media and print. Valley Water also continues to offer free multilingual yard signs and water-savings devices through the online shopping cart.

Valley Water continues to generate drought and water conservation awareness through proactive media outreach, and media interest continues to be high for drought and water conservation content.

Valley Water is running three campaigns on social media, which together have reached tens of thousands of people: "Save our Water, Save our Trees," which underscores the importance of continuing to water trees while reducing other outdoor landscaping irrigation, "Water Savings Contest," where winners receive free water savings devices, and "Your Neighbors are transforming their yards and you can too," which features residents who have incorporated drought-tolerant landscaping into their yards.

The Education Outreach team engages students and educators, and it conducts after-school enrichment programs and public library programs. All programs contain drought and water conservation messaging. In addition, Valley Water works with Water Ambassadors, who are graduates of Valley Water's Water 101 Academy, to promote water conservation efforts and education.

In September, multilingual business advertorials ran in several targeted newspapers. Multilingual videos are now available on YouTube promoting Valley Water's commercial Landscape Rebate Program and Water Efficiency Technology (WET) rebate program for businesses. The Speakers Bureau Program enables Valley Water to engage with the private sector, local, state, and federal agencies, and educates the community about drought and water conservation. Valley Water conducted 10 Speakers Bureau presentations in September 2021. Staff is preparing additional outreach for the Speakers Bureau Program through Nextdoor messages on behalf of Board members, social media posts, and direct outreach.

Drought Summit

Additionally, the Drought Summit was held virtually on October 23, 2021, from 9:30 a.m.-12:30 p.m. and was attended by a diverse cross-section of regional stakeholders. The Summit convened elected officials and community leaders from throughout Silicon Valley to discuss ways to address the drought together, and enabled Valley Water to engage with the private sector and local, state, and federal partners that have interests in conservation. The Model Water Efficient New Development Ordinance (MWENDO) was highlighted during the summit as an effective regional approach to drought response that would help ensure water conservation becomes a way of life in Santa Clara County. The goal of MWENDO is to ensure new developments meet strong water efficiency standards. The Drought Summit incorporated interactive break-out sessions and the topics discussed included community feedback and insights, water supply projections, and information on water conservation tools and

resources that can be used to help lead communities through this emergency. A verbal update will be provided.

Water Conservation Programs

Valley Water has received a significant increase in applications for conservation programs in 2021. In September, Valley Water received 269 applications for the Landscape Rebate Program, 469 orders for water-efficient devices from our website, and 206 water waste reports. These are signs that people are taking this drought seriously and are taking actions to support water use reduction.

Countywide Water Use Reduction

Valley Water is engaging with retailers and cities to encourage drought response actions. Countywide, the percent change of water used compared to 2019 has been steadily decreasing since March 2021, showing that retailers, cities, and our communities are responding to the call for conservation. In March 2021, water use in Santa Clara County was 25% higher when compared to March 2019. In August 2021, Santa Clara County used 9% less water compared to August 2019. Valley Water anticipated that reducing water use countywide by 15% would be a gradual process. During the last drought, the 20% call for water use reduction made on February 25, 2014, was first reached nine months later, in November 2014. It is encouraging to see the percent change of water used compared to 2019 trending in the right direction.

The Santa Clara Valley Water Commission discussed the following: drought summit was informational, school districts, gray water, keeping costs down, purple piping, recycled water, drought tolerant plants, landscaping, artificial turf, messaging on the drought needs to be ongoing, and having rainwater/stormwater fact sheets available.

The Santa Clara Valley Water Commission took no action.

Water Commission Chair Hon. Pam Foley thanked Mr. Aaron Baker and Director Linda J. LeZotte for participating in her Town Hall meeting on the drought.

4.2 REVIEW FY2022 BOARD WORK PLAN

Ms. Glenna Brambill reported on the following:

Summary from Meeting Agenda Memo:

The attached Work Plan outlines the Board-approved topics for discussion to be able to prepare policy alternatives and implications for Board deliberation.

BACKGROUND:

On January 27, 2021, the Board conducted its annual planning session to refine goals and strategies for areas needing the Board's focus, engagement and monitoring during Fiscal Year 2021-2022 (FY22).

During the strategic planning session, the Board participated in a facilitated discussion and received staff recommendations for the FY22 Board Work Plan goals and strategies. After providing comments and feedback, the Board directed the Board Policy and Planning Committee (BPPC), to review the information collected and develop a draft FY22 Board Work Plan for Board review and approval.

On April 5, 2021, the BPPC met and provided input on the draft FY22 Board Work Plan, and the Board approved their work plan on April 27, 2021.

The Santa Clara Valley Water Commission discussed the following: water supply, Urban Water Management Plan, forecasting growth of cities, RHNA numbers, permanent conservation, long-term messaging for residents and the same language that can be understood by all.

Board Chair Director Tony Estremera, Mr. Aaron Baker, Mr. Vincent Gin, and Director Nai Hsueh were available to answer questions.

The Santa Clara Valley Water Commission took no action.

The next Santa Clara Valley Water Commission meeting is scheduled for January 26, 2022.

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



MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Redistricting Advisory
Committee

SUBJECT: Redistricting Advisory Committee Meeting
Summary for October 27, 2021

DATE November 9, 2021

This memorandum summarizes agenda items from the orientation meeting of the Redistricting Advisory Committee held on October 27, 2021.

Attendees:

Committee Members in attendance were: Swanee Edwards (District 1), Emilie Gatfield (District 2), Michael Kraus (District 3), Michael Gross (District 4), Hon. Howard Miller (District 5), and Alfredo Morales (District 6).

Staff in attendance were: Roseryn Bhudsabourg, Glenna Brambill, Andy Gschwind, and Clarissa Sangalang.

Consultants (Redistricting Partners) in attendance was: Kay Montplaisir.

Public in attendance was: Director Barbara Keegan (Valley Water Board Member, District 2).

3. ACTION ITEMS:

3.1 OUTREACH MEETING FOR DISTRICT 2

Ms. Kay Montplaisir reviewed the following:

Summary from Agenda Memo:

This meeting will focus on District 2 and provide insight on the Census data changes that occurred within the District. The meeting will provide community members the opportunity to create their own map that satisfies the one-person, one-vote test and ensures compliance with the federal Voting Rights Act. This meeting will also serve as an opportunity for the consultants to take note of any comments or suggestions the public may want to be reflected in the final map submission to the Valley Water Board of Directors.

The Redistricting Committee discussed the following: deviation, population increase, historical lines, communities of interest exercise, potential moving of district boundaries, process to uploading any comments, DistrictR mapping tool, and data layers.

Director Barbara Keegan thanked the Committee for their participation and expertise in the redistricting process. Also, answered that any district modifications are done through Valley Water's District Act (legislative action).

The Redistricting Advisory Committee (RAC) took no action.

3.2 NEXT MEETING AND AGENDA ITEMS

Summary from Agenda Memo:

Review schedule for upcoming meeting dates in 2021-2022.

Committee Chair Hon. Howard Miller and Ms. Kay Montplaisir reviewed the schedule and noted the next meeting is Wednesday, November 3, 2021, at 6:00 p. m. via Zoom. Also, the December 1st meeting and 2022 meeting dates. The December 1, 2021, meeting will focus on drafting maps and atlases. The Committee would like to receive the December 1st meeting packet by the Thanksgiving Holiday.

The Redistricting Advisory Committee (RAC) took no action.

The next committee meeting was scheduled for Wednesday, November 3, 2021, 6:00 p.m.

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



MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors
FROM: Redistricting Advisory Committee
SUBJECT: Redistricting Advisory Committee Meeting Summary for November 3, 2021
DATE: November 9, 2021

This memorandum summarizes agenda items from the orientation meeting of the Redistricting Advisory Committee held on November 3, 2021.

Attendees:

Committee Members in attendance were: Swanee Edwards (District 1), Emilie Gatfield (District 2), Michael Kraus (District 3), Michael Gross (District 4), Hon. Howard Miller (District 5), Alfredo Morales (District 6), and Vaishali (Shali) Sirkay (District 7).

Staff in attendance were: Roseryn Bhudsabourg, Glenna Brambill, Andy Gschwind, and Clarissa Sangalang.

Consultants (Redistricting Partners) in attendance was: Kay Montplaisir.

Public in attendance were: Doug Muirhead and Director John L. Varela (Valley Water Board Member, District 1).

3. ACTION ITEMS:

3.1 OUTREACH MEETING FOR DISTRICT 1

Ms. Kay Montplaisir reviewed the following:

Summary from Agenda Memo:

This meeting will focus on District 1 and provide insight on the Census data changes that occurred within the District. The meeting will provide community members the opportunity to create their own map that satisfies the one-person, one-vote test and ensures compliance with the federal Voting Rights Act. This meeting will also serve as an opportunity for the consultants to take note of any comments or suggestions the public may want to be reflected in the final map submission to the Valley Water Board of Directors.

The Redistricting Committee discussed the following: deadline for input on the process, communities of interest boundaries, moving boundary lines, retaining communities of interest whenever possible, staying within the county of Santa Clara, balancing the population deviation when drawing maps, and evaluation of communities of interest one at a time.

Director John L. Varela is excited about the redistricting process.

The Redistricting Advisory Committee (RAC) took no action.

3.2 NEXT MEETING AND AGENDA ITEMS

Summary from Agenda Memo:

Review schedule for upcoming meeting dates in 2021-2022.

Committee Chair Hon. Howard Miller reviewed the schedule and noted the next meeting is Wednesday, December 1, 2021, and it will focus on drafting maps. The Committee would like to receive the meeting packet by the Thanksgiving Holiday, so they have ample time to review the information prior to the meeting.

The Redistricting Advisory Committee (RAC) took no action.

The next committee meeting is scheduled for Wednesday, December 1, 2021, 6:00 p.m.

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



Santa Clara Valley Water District

File No.: 20-1156

Agenda Date: 11/9/2021

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve Sole-Source Purchase of Parts, Refurbishments, and Maintenance and Calibration Services from Xylem Water Solutions U.S.A., Inc. - WEDECO for Valley Water's Ozone Generating and Ultraviolet Disinfection Systems Over the Lifetime of Such Systems with Near-Term Procurements Estimated to Cost of \$920,000.

RECOMMENDATION:

Approve Sole-Source Purchase of Parts, Refurbishments, and Maintenance and Calibration Services from Xylem Water Solutions U.S.A., Inc. - WEDECO for Valley Water's Ozone Generating and Ultraviolet Disinfection Systems Over the Lifetime of Such Systems with Near-Term Procurements Estimated to Cost of \$920,000.

SUMMARY:

The ozone water treatment facilities at the Penitencia and Santa Teresa water treatment plants have been in service since 2004 and can produce 140 million gallons of treated water per day. The systems provide the essential disinfection, organic matter removal, and taste and odor removal required to produce high-quality drinking water.

Staff has maintained the ozone water treatment facilities in accordance with the manufacturer's recommendations. However, Valley Water's Asset Management and Preventive Maintenance Program has identified several ozone water treatment facility components that have reached or will, in the near future, reach the end of their useful and reliable service lives. In addition, the ozone generation systems (ozone generators) at both treatment plants have experienced failures that have limited the plants' production capabilities. The current condition and these failures necessitate the repair and refurbishment of the ozone water treatment systems in accordance with the manufacturer's recommendations.

Xylem/Wedeco is the only source for Original Equipment Manufacturer (OEM) parts and certified support services for these systems. The estimated remaining life of the equipment and associated infrastructure is approximately 20 years.

Also, the ultraviolet disinfection system at the Silicon Valley Advanced Water Purification Center

(SVAWPC) provides one of three key treatment steps for the facility and was designed to meet disinfection requirements stipulated by the California State Water Resource Control Board - Division of Drinking Water (DDW). The ultraviolet disinfection system at SVAWPC was manufactured by Xylem/Wedeco, and it is the only manufacturer who can provide the parts and calibration services required to meet our regulatory performance requirements. As a condition of compliance, DDW requires that all UV lamps are to be maintained below a maximum of 10,074 hours of operation, which requires the ultraviolet lamps to be replaced every 2 to 2.5 years.

Staff highly recommends the use of OEM parts and trained and certified technicians to maintain, repair, and refurbish these critical facilities to keep the Penitencia, Santa Teresa Water Treatment Plant, and Silicon Valley Advanced Purification Centers.

Sole Source Justification

Pursuant to Board Governance Policy No. EL-5.3, any purchase of goods or services, or other financial commitment, greater than \$50,000 must be procured through a competitive procurement process unless either a specified exemption applies or the Board specifically approves a non-competitive procurement, such as a sole-source contract.

Staff requests that the Board approve a sole-source procurement with Xylem/Wedeco to provide any and all necessary parts, materials, refurbishments, and services to properly maintain these ozone water treatment and ultraviolet disinfection systems in a safe and reliable working order over the lifetime of the equipment or until it is replaced. The interests of Valley Water cannot be served through a competitive procurement process because only one firm, Xylem/Wedeco, exists that is certified to provide this proprietary ozone water treatment and ultraviolet disinfection parts and equipment, as well as refurbishments, maintenance, and support services in accordance with its OEM requirements. There is not an equivalent supplier that can meet Valley Water's minimum needs and compliance requirements. (See EL-5.3.12.1). The attached letter from Xylem/Wedeco also sets forth the basis for this proposed sole source procurement (Attachment 1).

For this reason, staff recommends approval of sole-source procurements with Xylem/Wedeco for all future projects needed to maintain our ozone and ultraviolet equipment at these facilities over the lifetime of this equipment or until it is replaced.

Anticipated Procurements and Cost Breakdown

Shown in table 1, staff anticipates the following sole source procurements with Xylem/Wedeco related to the ozone treatment systems at the Penitencia and Santa Teresa water treatment plants and ultraviolet disinfection system at the SVAWPC in the near-term and then again at the manufacturer specified intervals over the lifetime of the equipment or until it is replaced. The remaining lifetime of the equipment is estimated to be approximately 20 years and the estimated annualized cost of these procurements is \$200,000 per year after the completion of the initial near-term procurements.

Table 1 - Anticipated Xylem/Wedeco Near-Term Sole-Source Procurements

Purchase Orders	Description	Cost Estimate
1	Human Machine Interface Replacement	\$200,000
2	Ozone Vessel Refurbishment	\$500,000
3	UV Lamps Replacement	\$120,000
4	Ozone and UV Systems Preventive Maintenance And Calibration Services and Supplies (Anticipated Annually)	\$100,000
Estimated Near-Term Sole Source Procurements		\$920,000

FINANCIAL IMPACT:

Funding for major refurbishment and equipment replacements will be from the Treatment Plant Maintenance Unit's budget, Project No. 93764004. Funding for general maintenance and repair services will be from the Treatment Plant Maintenance Unit's general maintenance operating projects budgets (No. 93231099 for Penitencia, and No. 93281099 for Santa Teresa). There are sufficient funds for the maintenance and refurbishment of the ozone water treatment facilities at the Penitencia water treatment plants, and these are included in the FY22 Water Utility Maintenance Budgets. Funding for UV lamp procurement and annual maintenance/calibration services of UV equipment is budgeted in the North Water Treatment Operations Unit's budget for general maintenance and repair services for SVAWPC in FY21 and FY22, Project No. 91281008.

CEQA:

The project is subject to CEQA and qualifies for a Categorical Exemption § 15301 - Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

ATTACHMENTS:

Attachment 1: 071321 Vendor Sole Source Letter

UNCLASSIFIED MANAGER:

Greg Williams, 408-630-2867

File No.: 20-1156

Agenda Date: 11/9/2021
Item No.: 5.1.

July 13, 2021

Santa Clara Valley Water District
ATTN: Mr. Matt Sunseri
5750 Almaden Expressway
San Jose, CA 95118

Dear Mr. Sunseri

This letter certifies that Xylem Water Solutions USA, Inc. – WEDECO, is the sole source supplier for the PDO2000 and PDO5000 Ozone Disinfection Systems and related OEM replacement parts for Penitencia and Santa Teresa Water Treatment Plants respectively, and it is also the sole source supplier for the UV lamps used in the Xylem LBX1000 and LBX90 UV Disinfection System installed at Silicon Valley Advanced Water Purification Center. The HMI/OIT programming, System Upgrades, Refurbishments and PMA Service for the Wedeco Ozone systems, as well as, the programming, refurbishments and calibration service for the UV system are proprietary and only Xylem authorized, factory-trained personnel can perform. See list below.

- Human Machine Interface (HMI) Replacement
- Ozone Vessel Refurbishment
- Preventative Maintenance (PMA) and Calibration
- Calibration Parts and Materials
- UV Lamps Replacements
- Service of UV System

Please contact me if you have any questions.

Best Regards,



Jenny Banci
Aftermarket Territory Manager - Treatment
Cell: 951 903 8509
jenny.banci@xyleminc.com

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Santa Clara Valley Water District

File No.: 21-1050

Agenda Date: 11/9/2021

Item No.: 5.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve Sole Source Purchase of Two (2) Online Trihalomethane (THM) Analyzers from Aqua Metrology Systems Limited (AMS) for Continuous Finished Water THM Monitoring at the Rinconada Water Treatment Plant (Project No. 93291012) and Penitencia Water Treatment Plant (Project No. 93231009) for a Not-To-Exceed amount of \$200,000.

RECOMMENDATION:

Authorize the Chief Executive Officer to negotiate, execute, and amend the sole source purchase of two (2) online THM analyzers from AMS to obtain real-time THM data at Rinconada and Penitencia Water Treatment Plants from Aqua Metrology Systems Limited (AMS), in a not-to-exceed cost of \$200,000.

SUMMARY:

THMs are byproducts of the water treatment process. They are formed when natural organic material, such as the decaying vegetation commonly found in lakes and reservoirs, reacts with chlorine used to treat the water. This reaction produces disinfection byproducts, the most common of which are THMs. THMs are regulated compounds in drinking water, and the current drinking water maximum contaminant level (MCL) is 80 micrograms per liter. Levels of THM can be affected by seasonal changes in source water quality or by changing amounts of disinfectant added.

During the last drought in 2014 to 2015, Rinconada Water Treatment Plant (RWTP) experienced elevated THM in the finished water due to deteriorating source water quality caused by the drought conditions. To better predict and manage THM formation, Staff contacted two companies, which currently produce and supply online THM analyzers, to obtain loaner equipment for the purpose of conducting real time side-by-side analysis and comparison study prior to selecting the instrument that best meets our needs.

Staff proceeded to pilot the two available online THM analyzers in a side-by-side comparison study to provide real-time THM data to assist RWTP Operations with process optimization. The two THM analyzers were AMS's THM-100-FP and Multisensor Systems MS 2000. The study concluded that the THM-100-FP analyzer had a better correlation with laboratory analytical results while the MS2000 did not. At that time, with the drought conditions subsiding, THM values continued to be in normal

ranges and did not justify purchasing such an expensive analyzer.

In 2017, San Jose Water Company (SJWC) loaned Santa Clara Valley Water District (Valley Water) the AMS THM-100-FP analyzer for continuous monitoring of the finished water at RWTP to better understand the THM levels in RWTP's finished water and to manage the formation within SJWC systems. Valley Water staff worked in conjunction with SJWC and compared the online THM analyzer data with laboratory THM data and has further confirmed that the THM-100-FP analyzer continues to correlate well with laboratory analytical results and provide reliable and accurate results that meets our operational needs.

SJWC has since recovered their analyzer early this year to use it in their own system and Valley Water staff continued our efforts to find comparable products and evaluate them. Most recently, in May 2021, Valley Water staff reached out to a third vendor, Parker, to research the real-time THM analyzer that they produced, but Parker informed Valley Water that they did not provide loaner equipment units. Without the loaner unit, even if we were able to acquire the unit's performance data, Valley Water is unable to evaluate Parker's THM analyzer for (1) data accuracy and correlation with laboratory data, (2) ease of maintenance and calibration, (3) reliability and durability.

Based on Valley Water's outreach and evaluation, staff has determined that Aqua Metrology Systems (AMS) THM-100-FP provides reliable real-time THM and THM formation potential data that predicts THM levels in the finished water. Based on the foregoing, the best interest of the District cannot be served through a competitive procurement because only one firm, AMS, produces a real-time THM analyzer that can provide the performance and reliability that Valley Water requires, and there is not an available equivalent that can be properly evaluated that meets Valley Water's minimum needs.

In the last three years staff have successfully used the loaned AMS THM 100-FP to make process adjustments reliably, boosting staff confidence in the analyzer accuracy and operations. Current drought conditions have exacerbated THM forming conditions and staff is requesting this sole source purchase to help manage water quality at the RWTP and PWTP where the THM formation potential is the greatest.

FINANCIAL IMPACT:

Funding for the purchase of one (1) THM analyzer will be from Rinconada Water Treatment Plant General Operations budget, Project No. 93291012, and there is sufficient budgeted fund in the FY 22 budget. Funding for the purchase of one (1) THM analyzer will be from Penitencia Water Treatment Plant General Operations budget, Project No. 93231009, and there is sufficient budgeted fund in the FY 22 budget.

CEQA:

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

File No.: 21-1050

Agenda Date: 11/9/2021
Item No.: 5.2.

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Sam Bogale, 408-630-3505

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Santa Clara Valley Water District

File No.: 21-1051

Agenda Date: 11/9/2021
Item No.: 5.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve Agreement with Stantec Consulting Services, Inc. for Design Services for the Penitencia Water Treatment Plant Residuals Management Project, Project No. 93234044, CAS File No. 5204, for a Not-to-Exceed Fee of \$5,938,518 (San Jose), (District 3).

RECOMMENDATION:

Approve the Consultant Agreement with Stantec Consulting Services, Inc. for Design Services for the Penitencia Water Treatment Plant Residuals Management Project, Project No. 93234044, for a not-to-exceed fee of \$5,938,518.

SUMMARY:

The objectives of the Penitencia Water Treatment Plant (PWTP) Residuals Management Project (Project) are to extend the service life and improve reliability by replacing and/or improving the residuals management facilities at the plant. Residuals management facilities to be addressed by the Project include the solids handling process, the washwater recovery process, and a new washwater clarification facility.

The existing residuals management facilities have become increasingly inefficient, less reliable, and labor intensive to operate and maintain. Additionally, the original design of the process makes it difficult to achieve current water quality standards. The Project will evaluate the entire residuals management processes and provide solutions to address solids handling challenges.

Approval of the Consultant Agreement will provide the engineering design services required for the Project.

Project Background

The PWTP, constructed in 1974, is the smallest of Santa Clara Valley Water District's (Valley Water) three potable water treatment plants, delivering up to 40 million gallons of water per day to retailers, businesses, and residents within Valley Water's service area. The plant services the North San Jose and Milpitas areas, supplying safe drinking water to approximately 270,000 residential and commercial users.

A sludge dewatering system was installed in the late 1980s, which has become increasingly

inefficient, less reliable, and labor intensive. The original design of the processes makes it difficult to achieve current water quality standards. The system requires replacement and upgrade to ensure it achieves its operational capacity and reliability.

During an inspection in February 2020, the Division of Drinking Water (DDW) observed that a residuals management project had not been implemented, recycled water turbidity consistently exceeds 2 Nephelometric Turbidity Units (NTU), and the washwater return rate exceeds 10% of the plant flow rate.

In order to meet the District's commitment to these regulatory goals, this Project will implement a new residuals management facility which will include automated sludge removal and transfer from the sedimentation basins, segregation of liquid/solid streams, sludge conditioning and thickening, solids storage and mixing, and a washwater clarification facility with means of storage/equalization.

Consultant Selection Process

On March 26, 2021, staff published a Request for Proposals (RFP) for Design Services by sending it to 106 firms that were registered under CAS Expertise Code W10 - Water Treatment Infrastructure Design and Project Management. Staff also issued advertisements in the San Jose Post and SBEINC.com prior to publishing the RFP.

A pre-proposal meeting was held via Zoom on April 7, 2021, with two firms in attendance. As an additional outreach effort, a non-mandatory, in-person site visit was held at the PWTP on April 26, 2021, with one firm in attendance. Furthermore, the due date for proposals was extended by 2.5 weeks. Even with the additional outreach efforts performed, staff received only one proposal on the submittal deadline of May 19, 2021, from Stantec Consulting Services, Inc. (Stantec).

An Evaluation Committee (EC), consisting of four panelists from Valley Water with subject matter expertise, evaluated the written proposal. The EC completed their technical evaluation in accordance with the evaluation criteria in the RFP and invited Stantec to participate in an oral interview. Following the oral interview, the EC recommended that staff proceed with agreement negotiations with Stantec.

Negotiations with Stantec have been completed successfully and staff recommends Board approval of the Agreement with Stantec Consulting Services, Inc. for the engineering design and engineering design services during construction for the Penitencia Water Treatment Plant Residuals Management Project, for a not-to-exceed fee of \$5,938,518.

Stantec's past performance on Valley Water projects provides staff with confidence in selecting this firm and recommending approval of this Agreement. Stantec recently completed the design for the Rinconada Water Treatment Plant Residuals Remediation Project, and they will be incorporating lessons learned into the design of this Project.

Consultant Agreement and Scope of Services

The recommended Consultant Agreement with Stantec includes the required tasks and budget to perform design services, bid and award services, and engineering services during construction. A

summary of the tasks and fees for this Agreement is presented in Table 1. The scope for engineering design services during construction was added during negotiations of the Agreement to avoid the need for a future amendment.

The scope of services includes project management, preliminary design, design tasks (30%, 60%, 75%, 90% and final design), bid support, and engineering services during construction. The supplemental services task includes a budget for the Consultant to perform additional services which may include value engineering, public outreach, geotechnical, landscape, surveying services, etc. Prior to performing any supplemental services, the Consultant will be required to obtain written authorization from the Water Utility Capital Division Deputy Operating Officer through the issuance of an approved Task Order.

Details on the scope, budget, and schedule are included in the proposed Consultant Agreement (Attachment 1).

Table 1: Summary of Tasks and Fees for Proposed Agreement		
Task	Description	Not-to-Exceed Fees
1	Project Management	\$499,973
2	Preliminary Design	\$356,216
3	30 Percent Design Document	\$734,300
4	60 Percent Design Document	\$959,086
5	75 Percent Design Document Electrical and Controls	\$93,360
6	90 Percent Design Document	\$646,965
7	Final Design Document Preparation	\$319,759
8	Bid and Award Services	\$33,238
9	Supplemental Services	\$564,285
10	Engineering Services During Construction	\$1,731,336
Total Not-to-Exceed Fees		\$5,938,518

FINANCIAL IMPACT:

The Penitencia Water Treatment Plant Residuals Management Project (Project No. 93234044) is included in the Five-Year FY 2022-26 Capital Improvement Program (CIP). Funding for the Consultant costs anticipated to be incurred during the first year of the Agreement are currently included in the Board adopted FY 2021-22 budget. The not-to-exceed fee for the design services Agreement with Stantec Consulting Services, Inc. is \$5,938,518, which does not change the overall total Project cost reflected in the Five-Year 2022-26 CIP. Funds to cover the remaining Consultant services in subsequent fiscal years will be recommended by staff through the annual fiscal year budget process. The funding source for the design services Agreement with Stantec Consulting

Services, Inc. is the Water Utility Enterprise Fund (Fund 61), with 100 percent of the costs allocated to Zone W-2 (North County).

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: Agreement

UNCLASSIFIED MANAGER:

Heath McMahon, 408-630-3126



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)

Terms and Conditions Template

Rev. B [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 STANTEC CONSULTING SERVICES, INC., a New York 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 the Schedule(s), Attachment One, 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 the Schedule(s), Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, 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, such as 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. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- B. Labor Code §1720 provides as follows:
- “(a) As used in this chapter, “public works” means all of the following:
- (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.”
- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

- 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 verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, 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

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

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in 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 the Schedule(s), Attachment Two, Schedule of Completion. Consultant will coordinate services with Valley Water to provide the timeline of all tasks and subtasks, including the site visits, document review, meetings, and deliverables.

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

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 DELIVERABLE

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

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for

employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

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. §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 investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, 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, Government Code (GC) §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, 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 D, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

STANTEC CONSULTING SERVICES, INC.
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Kari D. Shively, P.E.
Vice President

Date: _____

Date: _____

ATTEST:

Consultant's Address:

Michele L. King, CMC
Clerk, Board of Directors

1340 Treat Blvd., Suite 300
Walnut Creek, CA 94597

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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 planning, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement;
- B. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Participation [NOT USED]

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 Operating Officer unless delegated to an Assistant Operating Officer or 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 \$[NTE Amount]. [NOT USED]

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

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

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

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

D. Qualifications of a Mediator

- 1) Any mediator selected must have expertise in the area of the dispute and be

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

knowledgeable in the mediation process.

- 2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.
- 3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

- 1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
- 2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

- 1) The mediator will set the time of each mediation session.
- 2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- 3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.
- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

- 1) The mediator does not have authority to impose a settlement on the Parties but will

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

**STANDARD CONSULTANT AGREEMENT
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.

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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 Schedule D, Attachment One, Fees and Payments. 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].
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.

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

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

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. Valley Water will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Appendix 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. 5204**

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 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. 5204**

IMPORTANT: The agreement or CAS number must be included.

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

Required Coverages

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

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property

STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

damage

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

\$5,000,000 per claim/ **\$5,000,000** aggregate

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

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

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

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

General Requirements

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

Design Services for Penitencia Water Treatment
Plant (PWTP) Residuals Management Project
Ver. 10/18/21

CAS File No. 5204

STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.
- (NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of

STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$5,000,000)	
	B.	Cancellation Endorsement	

ConsultantGL1AL1PL2_rev. 07.20.20/CAS 10.18.21

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**SCHEDULE D
SCOPE OF SERVICES**

1. Representatives

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

Monica Mendez (Valley Water Project Manager)
Senior Engineer
Treatment Plants Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2954

Email: mmendez@valleywater.org

Brandon Ponce (Valley Water Unit Manager)
Treatment Plants Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2787

Email: bponce@valleywater.org

Heath McMahon (Deputy Operating Officer)
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-3126

Email: hmchahon@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.

Michael Price, P.E. (Consultant Project Manager)
Stantec Consulting Services Inc.
Vice President
1340 Treat Blvd., Suite 300
Walnut Creek, CA 94597

Phone: 925-627-4712

Email: michael.price@stantec.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

SCHEDULE D SCOPE OF SERVICES

notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Kari D. Shively (Consultant Principal Officer)
Stantec Consulting Services Inc.
Vice President
1340 Treat Blvd., Suite 300
Walnut Creek, CA 94597

Phone: 916.418.8405

Email: kari.shively@stantec.com

2. Scope of Services

- A. This Scope of Services, Schedule D, describes the professional design services to be performed by Consultant for Valley Water's Penitencia Water Treatment Plant (PWTP) Residuals Management Project (Project). 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 proposed Project will ensure that the PWTP can continue to efficiently and reliably provide potable water to water retailers, businesses, and residents within Valley Water's service area. Valley Water's objectives for the Project are to:
 - 1) Extend the service life of the PWTP.
 - 2) Improve Plant operations and the reliability of the PWTP without changing the level of service.
 - 3) Ensure that PWTP, a critical water supply facility, can operate efficiently, without risk of sludge processing compromising the ability of the facility to consistently and reliably meet the required level of service.
 - 4) Minimize maintenance and repair costs of the old and new residual management equipment at the PWTP.
 - 5) Ensure that the sludge produced at PWTP is dewatered reliably and efficiently.
 - 6) Ensure that the segregation of liquid and solid streams result in the maximization of the residuals management system capacity.
 - 7) Automate sludge removal from the sedimentation basin and integrate the selected sludge removal and transfer system into the overall residual management process.
 - 8) Improve the overall washwater/filtrate decanting and recycling systems.
 - 9) Install additional storage capacity for backwash water and other plant process waste flows.

SCHEDULE D SCOPE OF SERVICES

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. The PWTP is located in northeast of San Jose, at 3959 Whitman Way. The PWTP was constructed in 1974 and includes a sludge dewatering system that was installed in the late 1980s, which has become increasingly inefficient, less reliable, and labor intensive. The original design of the processes makes it difficult to achieve current water quality standards. The system requires replacement and upgrade to ensure it achieves its operational capacity and reliability.
- C. The original solids handling design for PWTP included a centrifuge system for mechanical dewatering and sludge drying ponds. In late 1980s, a belt press system was installed that returned filtrate to the headworks without further treatment. To meet new regulatory requirements, the plant reconfigured the sludge drying beds as sludge holding ponds in 1995. In 2001, the plant modified the sludge pond decant return point to the raw water inlet pipe to attain United States Environmental Protection Agency's (USEPA) Filter Backwash Recycling Rule (FBRR) requirements.
- D. During the most recent inspection in February 2020, the Division of Drinking Water (DDW) observed that a residuals management project had not been implemented, recycled water turbidity consistently exceeds 2 Nephelometric Turbidity Units (NTU), and the washwater return rate exceeds 10% of the plant flow rate.
- E. Valley Water has therefore initiated this Project to replace the existing belt press system with new and improved mechanical dewatering equipment, including upgrading ancillary equipment, install a residuals management facility which would include automated sludge removal and transfer from the sedimentation basins, segregation of liquid/solid streams, sludge conditioning and thickening, and solids storage and mixing, and a washwater clarification facility and means of storage/equalization. The implementation of a residuals management project at PWTP will result in water quality benefits to achieve the regulatory goals and address the aging infrastructure issues related to the current residual management system.

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.

SCHEDULE D SCOPE OF SERVICES

- 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 the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in **Section Two, 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 this exchange service shall be resolved by the Consultant. If 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.
- 8) **Completeness.**
 - a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Four levels of completeness of a design set are defined using

SCHEDULE D SCOPE OF SERVICES

these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.

- b. A Complete Design Set must include all the information required for a constructible set of plans and specifications; include a project cost estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements

- 1) Valley Water will provide one set of consolidated review comments on all submittals. For the 30%, 60%, 75%, 90%, and 100% plans and specifications deliverable sets, Valley Water will provide comments within four weeks of receipt of the submittal. For all other submittals (i.e., reports, memoranda, and plans), Valley Water will provide comments to Consultant within two weeks of receipt of the submittal.

6. Tasks

To achieve the Project objectives in this Agreement, the Consultant will perform the following tasks:

- Task 1 - Project Management Services During Design
- Task 2 - Preliminary Design
- Task 3 - 30% Design Document Preparation
- Task 4 - 60% Design Document Preparation
- Task 5 - 75% Design Document Preparation - Electrical and Controls
- Task 6 - 90% Design Document Preparation
- Task 7 - Final Design Document Preparation
- Task 8 - Bid and Award Services
- Task 9 - Supplemental Services
- Task 10 - Engineering Services During Construction

Task 1 - Project Management Services During Design

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 Schedule D, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule D, Attachment Two, 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

SCHEDULE D

SCOPE OF SERVICES

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 Meetings

- 1.3.1 Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, and additional participants as directed by Valley Water, or at Valley Water's discretion, will coordinate and attend periodic progress meetings to review and discuss the progress of the work.
- 1.3.2 For each meeting the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water at least one week prior to the meeting. At each progress meeting, Consultant shall provide monthly progress reports that coincide with the monthly invoice period activities. Within three business days following each progress meeting, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to the VWPM for review and comment. Consultant shall incorporate review comments and submit final meeting notes to the VWPM within one week of receiving comments.

1.4 One-on-One Meetings with Valley Water

The Consultant Project Manager must provide a brief update of the teams work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a meeting/conference call with the VWPM; frequency of these meetings and calls will be as directed by Valley Water.

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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 preliminary design and design activities as requested by Valley Water.

1.6 Public Outreach

If requested, the Consultant will provide support and assistance to Valley Water's public outreach activities and will relate to coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and performing other tasks as directed by the VWPM.

1.7 Risk Management Plan

Consultant shall use a systematic approach to identifying (Risk Register), assessing and responding to risks to manage or reduce potential adverse effects on the achievement of the Project goals. The Consultant's Risk Management Plan (RMP) shall determine the costs associated with strategies used to overcome the risks, and the resulting impacts to schedule and scope of work. The Risk Management Plan shall utilize periodic monitoring and control efforts sufficient to ensure execution of strategies are deployed to effectively manage the risk.

1.8 Project - Specific Sub-Tasks

1.8.1 Review Meetings and Workshops

Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 60% design tasks, 75% design tasks, 90% design tasks, and other design tasks.

Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, will coordinate and attend workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review and discuss the 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 at least one week prior to the meeting. Within three business days following each workshops, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to the VWPM for review and comment. Consultant shall incorporate review comments and submit final meeting notes to the VWPM within one week of receiving comments.

- 1.8.2 Decision Log.** Consultant shall create a Decision Log to maintain a record of all decisions made during the preliminary design and design phase. For each decision, the log shall include the date(s), key staff involved, key factors discussed, decision made, and impacts, if any, on scope, schedule, and fees.

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The Decision Log shall be updated by the Consultant prior to the progress meetings and shall be used for discussion purposes.

- 1.8.3 Board of Directors Communications. If requested, the Consultant will provide support and assistance to Valley Water's Board of Directors communication activities that relate to coordination, preparation, and participation including, preparing presentation materials, updates on Project schedule, costs and scope, attendance at meetings, preparing draft Chief Executive Officer Bulletins, graphics, developing responses to Board questions, and other tasks as directed by the VWPM.
- 1.8.4 Close Out Checklist Items. Prior to completion of the preliminary design phase, the Consultant shall complete items on the close out checklist provided by Valley Water.

Task 1 - Deliverables

- 1. Kick-off meeting minutes (Draft and Final)
- 2. Project Work Plan including QA/QC Plan (Draft, Final Draft and Final)
- 3. Meeting Agendas, Minutes, and Presentations
- 4. Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at Valley Water's discretion
- 5. Monthly Progress Reports, invoicing documentation and Look Ahead Schedules. (Draft, Final, Approved version)
- 6. Risk Management Plan, including a Risk Register identifying the risks, assessment of impact(s) on scope of work, cost, and schedule. Identification of risk response strategies. On-going monitoring and control efforts and documentation of risks through Project development.
- 7. Decision Log, to be maintained by the Consultant throughout the preliminary design and design phase.
- 8. Close Out Check List Items

Task 1 - Assumptions

- 1. Project Duration for Task 1 is 28 months.
- 2. Task 1.1 Kickoff Meeting - up to eight staff members (Project Manager, Technical Advisors, and key leads) will attend the kickoff meeting.
- 3. Task 1.3 Progress Meetings - one staff member will attend up to 28 progress meetings (one per month) via phone or videoconference application (e.g., Teams). Up to 28 monthly progress reports and invoices will be prepared.
- 4. Task 1.4 One-on-One Meetings with Valley Water - weekly meetings (up to 112) will be held between Consultant's Project Manager and Valley Water's Project Manager via phone or videoconference application (e.g., Microsoft Teams software) over the course of the Project schedule.

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5. Task 1.5 Coordination and Communication with External Agencies: assumed up to 40 hours of support for assistance with external agencies.
6. Task 1.6 Public Outreach: assumed up to 40 hours of support for public outreach. All costs for printing and distribution to be paid for by Valley Water.
7. Task 1.8 Project-Specific Subtasks:
 - A. 1.8.1 Review Meetings and Workshops: This task includes additional review meetings and workshops to complete the preliminary and detailed design tasks. Unless otherwise noted below, meetings will be one-hour in duration, attended by up to three Consultant staff members, and held virtually. Workshops will be up to four hours in duration, attended by up to four Consultant staff members and held at Valley Water's headquarters.
 - 1) During Preliminary Design, the following workshops and meetings will be held:
 - a. Alternatives Screening Workshop (Task 2.1)
 - b. Criteria Development Workshop (Task 2.2)
 - c. Operations Workshop (Task 2.4)
 - d. Maintenance Workshop (Task 2.4)
 - e. Project Requirements TM Review Workshop (Task 2.4)
 - f. Preliminary Design Sizing and Layout Workshop(s) (Task 2.8). Up to two, four-hour workshops will be held.
 - g. Solids Generation Analysis Workshop (Task 2.9.1)
 - 2) During the 30% Design phase, the following workshops and meetings will be held:
 - a. Design Criteria Memorandum (DCM) Workshop (Task 3.1)
 - b. Basis of Design Report (BODR) Workshop (Task 3.2)
 - c. Four Design Review Meetings (Task 3.4)
 - d. 30% Review Workshop (Task 3.4)
 - 3) During the 60% Design phase, the following workshops and meetings will be held:
 - a. Two Review Meetings (Task 4.1)
 - b. 60% Review Workshop (Task 4.1)
 - 4) During the 75% Design phase, the following workshops and meetings will be held:
 - a. One Review Meeting (Task 5.1)
 - b. 75% Review Workshop (Task 5.1)
 - 5) During the 90% Design phase, the following workshops and meetings will be held:
 - a. 90% Review Workshop (Task 6.1)
 - 6) Following each of the 30%, 60%, 75%, and 90% design document review workshops, Consultant will compile a Comment Resolution Document that lists the collected comments sorted by Valley Water group and individual. The

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Consultant will reply with a proposed means of resolution for each comment and document resolution completion.

- 7) Additional Meetings: Up to two staff members will attend up to 28 meetings via phone or videoconference application (e.g., Microsoft Teams software) as necessary to complete the preliminary and detailed design.
 - B. Task 1.8.2 Decision Log: The decision log will be updated monthly and presented at the progress status meeting.
 - C. Task 1.8.3 Support will be provided for up to three (3) Board meetings including attendance by one person and preparation of presentation materials.
8. The Parties agree that an amendment to this Agreement may be negotiated to provide for Consultant to continue performing services for the entire duration of this Agreement.

Task 2 - Preliminary Design

The purpose of this task is to develop a list of alternatives which can be used to select the recommended Project. The alternatives will be developed to a level of detail that allows an objective assessment of the pros and cons of the alternatives and establishes the basis for identifying the best and highest ranked alternative, which will become the recommended Project. The scope of this task includes, but is not limited to:

- 2.1 Identify and Develop Alternatives: the Consultant shall identify alternatives which can be used to select the recommended project, and therefore fulfill the Project objectives. Although the Consultant should try to stay with broad, simple, and high-level concepts in this phase, sufficient detail is necessary to allow assessment and comparison to identify and determine the best and highest ranked alternative. The Consultant will prepare an Alternatives Development Report that describes the alternatives identified and developed, for review by Valley Water.
- 2.2 Develop Alternative Evaluation Criteria: the Consultant shall develop a components evaluation methodology which will include the selection of relevant criteria and assignment of weighting factors for each criterion by which the Project alternatives will be evaluated and assessed. The components of the methodology will include the following: assessment criteria, weight of criteria, scales of criteria, environmental impacts, Project requirements, etc. The draft evaluation methodology shall require approval by VWPM.
- 2.3 Prepare Alternatives Cost Estimate: for comparative purposes, the Consultant shall prepare an order of magnitude cost estimate (AACE International Class 5 level) for each alternative.
- 2.4 Establish Project Requirements: Consultant shall assist Valley Water with the identification and establishment of the Project requirements. The Consultant shall prepare a Project Requirement Memorandum which shall be updated periodically.
- 2.5 Assess Alternatives: using the evaluation methodology developed, the Consultant shall evaluate and assess the alternatives to identify and select the best and highest ranked

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alternative.

- 2.6 Prepare a Draft Alternatives Assessment/Analysis Report: the Consultant will prepare a draft Alternatives Assessment/Analysis Report that describes the methodology, assessment criteria, and presents the alternative matrix from the scoring and ranking of the alternatives by the Consultant, showing the results of the relative score of each alternative. The draft report will be provided to Valley Water staff before the Alternatives Workshop.
- 2.7 Conduct an Alternatives Workshop: Consultant shall conduct an Alternatives Workshop to present the contents of the draft Alternatives Assessment/Analysis Report. Valley Water staff will provide feedback, after the presentation, to facilitate the selection of the best and highest ranked alternative. The best and/or highest ranked alternative will become the recommended Project.
- 2.8 Prepare a Preliminary Design Report: Consultant shall lay out a preliminary design for the recommended Project at a high level, and how it should function. Consultant shall determine if additional details, analysis, or drawings (i.e., schematics) are needed to adequately describe the recommended Project in the report. The report will include the alternatives evaluated, the evaluation criteria, brief summaries of the evaluation methodology, evaluation and assessment of the alternatives, design elements of the recommended Project, the life-cycle operation and maintenance costs, any anticipated real estate needs, estimated construction cost, schedule, funding, and a high-level executive summary.
- 2.9 Project-Specific Sub-Tasks:
 - 2.9.1 Solids Generation Analysis Report. Consultant shall examine, prepare and submit a Solids Generation Analysis Report, which will include VW's source water characteristics and the effects on solids production, the seasonal demand and effects on solids production, use of ferric chloride, alum, powdered activated carbon and polymer, drought conditions and its potential impacts on solids production, and clearly explain the rationale for the solids amount and characteristics that are to be used for design.
 - 2.9.2 Geotechnical Investigations. Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. The site has already had previous investigations done which should be representative for the site area under review for this work. If subsequent investigations are justified, Consultant shall prepare a Geotechnical Investigations Work Plan, which will describe the goals of the investigations needed, and what is required to achieve the goals. This work plan shall also include the technical reports that will be required to be developed after the investigation is completed.
 - 2.9.3 Washwater Sedimentation Efficiency Test. Consultant will conduct a series of jar tests to understand the settling rates and prepare a draft and final technical memorandum with results.
 - 2.9.4 Automation of Sludge Withdrawal. Consultant will develop and evaluate

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alternatives for automating the sludge withdrawal from the sedimentation basins and transfer to the residuals management facilities. The alternatives will include adding instrumentation, motor actuators on telescoping valves, control strategies and other physical and control modifications that would reduce the amount of operator time needed to transfer sludge from the sedimentation basins.

Consultant will prepare a Technical Memorandum that describes the alternatives, including figures and sketches as appropriate to convey the concepts, includes high-level construction costs, discusses the advantages and disadvantages of the alternatives, and recommends an alternative for implementation.

Task 2 - Deliverables

1. Alternatives Development Report (Draft, Final)
2. Evaluation Methodology Memorandum (Draft, Final)
3. Project Requirements Memoranda (Draft, Updated Drafts)
4. Alternatives Assessment/Analysis Report (Draft, Draft Final, Final)
5. Alternatives Workshop meeting Agenda and Notes (Draft, Final)
6. Preliminary Design Report (Draft, Final Draft, and Final)
7. Solids Generation Analysis Report (Draft, Final Draft and Final)
8. Geotechnical Investigation Work Plan (Draft, Final Draft, and Final), if approved by Valley Water
9. Washwater Sedimentation Efficiency Test Results Technical Memorandum (Draft, Final)
10. Automation of Sludge Withdrawal Technical Memorandum (Draft, Final)

Task 2 - Assumptions

1. Task 2.3 Alternatives Cost Estimates: Class 5 cost estimates will be prepared for up to five alternatives.
2. Task 2.7 Alternatives Workshops: up to three Consultant staff members will attend up to two Alternatives Workshops to be held at Valley Water's headquarters to select the best alternative for this Project.
3. Task 2.9.2 Geotechnical Investigations: Fee includes costs to review existing geotechnical reports and prepare a Design Geotechnical Report, and a Geotechnical Investigations Work Plan, if required. If additional geotechnical subsurface exploration and investigation, laboratory testing, and/or technical reports are needed, the scope will be presented in the Geotechnical Investigations and the fee will be negotiated with Valley Water at that time.

Task 3 - 30% Design Document Preparation

The purpose of this task is to perform the engineering analyses, calculations, and interpretations that are required to prepare requisite Technical Memoranda and a Basis of Design Report (BODR) for the Project. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others. The supporting analyses, calculations, and other detailed design information will be used to prepare a detailed Contract Documents, specifications, and drawings in subsequent Tasks.

The scope of this Task includes:

Design Services for Penitencia Water Treatment
Plant (PWTP) Residuals Management Project
Ver. 10/18/21

CAS File No. 5204

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- 3.1 Design Criteria Memoranda. The Consultant shall prepare Design Criteria Memoranda (DCM) defining the basic criteria and guidance for the entire Project that will be utilized to develop the design. These Memoranda will be compiled into a single document referred to as the BODR. The Design Criteria Memoranda and BODR will be issued in Draft form and updated as design progresses through the various design stages, conforming to final design document preparation.
- 3.1.1 Design Criteria Memoranda. The DCM will define the basic criteria and guidance that will be utilized during design. It will include Valley Water's basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by Valley Water. They will include known relevant constraints such as environmental restriction dates, etc. They will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The DCM will be issued in draft form and updated as design progresses through the various design stages.
- 3.2 Basis of Design Report. Consultant shall prepare a full BODR to define the technical requirements and parameters for the entire Project including the fields of civil, geotechnical, structural, mechanical, electrical, instrumentation, controls, maintenance, and others, as appropriate.
- The BODR may include but is not limited to the following: description of the general arrangement of existing and new Project facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on site and commercial); civil design of the Project elements for analyses; preliminary structural design of various elements; mechanical and electrical facilities design; instrumentation, control, and Supervisory Control and Data Acquisition (SCADA) systems upgrades.
- 3.3 Sample Drawings and Specifications. Consultant shall prepare, and submit to Valley Water, sample drawings and specifications for Valley Water review and approval to ensure that Valley Water Drafting Standards are being adopted into the plan set and the specifications also follow Valley Water Specification standards.
- 3.3.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.
- 3.3.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.
- 3.3.3 Unless otherwise approved by the VWPM, the Technical provisions of the Specifications shall be prepared using the 2018 CSI Master Format (50 divisions).
- 3.4 30% Plans, Specifications, and Cost Estimate.
- 3.4.1 Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4

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construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specification shall include detailed outlines of the technical specifications and a list of process areas for the control algorithms.

- 3.4.2 Cost estimates for the most significant lines of the work breakdown structure shall be “bottom up” estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. Valley Water has a separate bid proposal package/template for which the Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.
- 3.5 Review Meetings. Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub task is funded pursuant to sub task 1.8.1 Additional Review Meetings.
- 3.6 Constructability Review Report and Construction Schedule. Consultant shall prepare a construction schedule that reflects construction constraints for the Project and provides an estimated time needed for completing the work. Consultant shall prepare the proposed constraints that are being proposed to be used in the Project Specifications defining the work that will require shutdowns either of the treatment plant, the residuals process facility only or some other portion of the plant. The shutdown length is defined as: the amount of time the contractor will need to do the work as well as the time it takes to take the plant or portion of the plant down and hand off to the contractor, and the time it will take to bring the plant back into operation by Valley Water’s Operations.
- 3.7 Consultant shall prepare a Construction Sequencing Plan (CSP) to identify the Consultant’s intended construction sequencing to meet Project requirements, addressing how existing systems will be modified or replaced while still having the capability to process sludge; identify constraints associated with other active projects on site, and other constructability considerations. The CSP shall be used to guide the detailed design and shall be updated as the design is refined. The CSP shall eventually be incorporated into the specifications as a guide to the contractor, and to establish requirements to submit contractor’s own sequencing plans as needed to confirm continuance of water production and sludge handling operations.

Task 3 - Deliverables

1. Design Criteria Memoranda. (Multiple Drafts and Final).
2. Basis of Design Report (Draft, Final)
3. Sample Drawings and Specifications
4. 30% Plans and Specifications, and 30% AACE Class 4 Construction Cost Estimate (Preliminary)
5. Meeting(s) Agenda and Notes
6. Constructability Review Report and Construction Schedule (Draft)

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7. Construction Sequencing Plan (Draft)

Task 3 - Assumptions

1. Level of effort for Task 3.5 Review Meetings is covered under Task 1.8.1 Review Meetings and Workshops.
2. Specifications will be prepared in 6-digit Construction Specifications Institute (CSI) 2018 Edition Master Format using Microsoft Word. Consultant's master specifications will be used as a basis for the technical provisions.
3. A Project Base Map that can be used to complete required studies and prepare Project design is available and will not need to be created or modified.

Task 4 - 60% Design Document Preparation

The 60% design set shall incorporate additional requirements, criteria, and details that were not included in the 30% design set. It shall address the comments received and reflect necessary revisions and resolved issues from the 30% design set. It shall be ready for agency permitting review. The level of completeness shall be Substantially Complete to Virtually Complete and ready for permitting agency review.

The scope of this Task includes:

- 4.1 60% Plans, Specifications, and Cost Estimate. Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom up" estimates based on assumed productivity, equipment, and labor spreads for the activities. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. The submittal shall address the review comments in the 30% Design Comment Resolution Document.
- 4.2 Review Meetings. Consultant shall identify and attend design input meetings, workshops and consultations with Valley Water as needed to complete the 60% design tasks. Consultant will conduct a 60% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub task is funded in sub task 1.8.1 Additional Review Meetings.
- 4.3 Draft Bid Sheet. Consultant shall prepare a draft bid sheet at the 60% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.
- 4.4 Project Completion. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the contractor's completion of each milestone are to be included in the Project specifications.

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- 4.5 Construction Sequencing Plan and Coordination Workshops. Consultant shall prepare workshop materials to discuss areas of work needed for the construction, staging, parking, access and construction trailer locations and conduct a series of meetings prior to preparation of the 60%, 75%, and 90% submittals. Additionally, the Consultant shall prepare a Construction Sequencing Plan (CSP) to identify the Consultant's intended construction sequencing to meet Project requirements, addressing how existing systems will be modified or replaced while still having the capability to process sludge, identify constraints associated with other active projects on site, and other constructability considerations. The CSP shall be used to guide the detailed design and shall be updated as the design is refined. The CSP shall eventually be incorporated into the specifications as a guide to the contractor, and to establish requirements to submit contractor's own sequencing plans as needed to confirm continuance of sludge handling operations.
- 4.6 Constructability Review Report and Construction Schedule. Consultant shall update the Constructability Review Report and Construction Schedule based on comments and changes from the 30% review comments.
- 4.7 Prepare Control Algorithms. Consultant shall develop process area specific control algorithm figures that will provide specific documentation on how each process area is controlled and monitored and how each item of equipment in the process area will be affected by any event and/or alarm as specified shown on the Piping & Instrumentation Diagrams (P&IDs).

Each control algorithm figure will be created based on the Project design. Control algorithms will show how equipment will react during power, communication, and component failure. For each process area, there will be an overview process area chart and a detailed loop diagram for each equipment item in the process area. Equipment added as the design progresses will also be included. Each control system algorithm will capture and document the following information:

4.7.1 Process Area Overview Flow Chart

4.7.2 Control Loop Diagrams for equipment in the process including:

1. Interlocks
2. Alarms
3. Process Control Calculations
4. Inputs and Outputs
5. Operator Commands and Setpoints
6. Programmable Logic Controller (PLC) Programming Blocks indicating various operations modes and response to events and/or alarms

4.8 Start up and Testing Workshop.

4.8.1 When submitting each of the deliverables listed under Task 4.7 Prepare Control

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Algorithms, Consultant shall schedule a 1-hour video conference call with VW plant operations staff and Valley Water SCADA staff to explain the content of each submittal prior to the corresponding workshop. After a one-week review period, Consultant will conduct a 5-hour workshop. Three workshops shall discuss the draft control algorithms of each process areas with Valley Water. Each workshop shall cover four process areas and will review the alternative modes of operation, how each of the process areas is controlled and monitored, and how equipment will be affected by any event and/or alarm as outlined in the Process Control Description specification.

- 4.8.2 After each workshop, Consultant shall document Valley Water comments, resolutions, and the responsible party to address comments or action items in a "Workshops Comments/Action Items List" Excel workbook. Valley Water shall have five additional days to review comments and provide a consolidated response or changes to the consultant. The Workshop final comments will be incorporated in the final version of the control algorithms.
- 4.8.3 After the Control algorithm figures for all process areas, based on the 30% design submittal, have been finalized, Consultant will conduct one (1) 5-hour workshop to discuss the control algorithm figures of the Project.
- 4.8.4 After Control algorithm figures for all process areas, based on 100% design submittal, have been finalized under Task 7.4 Control Algorithm Finalization, the consultant will conduct one (1) 5-hour workshop to discuss the final control algorithm figures of the Project.

Task 4 - Deliverables

- 1. 60% Plans, Specifications, and AACE Class 3 Construction Cost Estimate
- 2. Agenda and 60% Design Comment Resolution Document
- 3. Draft Bid Sheet & Supporting Technical Memorandum
- 4. Construction Sequencing Plan (CSP), Meeting Agenda and Notes
- 5. Updated Constructability Review Report and Construction Schedule
- 6. Electronic Control Algorithms example for one process area overview chart and five equipment control loop diagrams for the Project for the purpose of a "checkpoint"
- 7. Electronic copies of the Draft Control Algorithms for process areas in PDF and Microsoft Visio format for Valley Water review
- 8. Workshop agendas and notes
- 9. Workshop Comments and Action Items List

Task 4 - Assumptions

- 1. Level of effort for Task 4.2 Review Meetings is covered under Task 1.8.1 Review Meetings and Workshops.
- 2. Task 4.7 Control Algorithms: Consultant will conduct four, 1-hour virtual meetings, and four, 5-hour in person workshops with plant operations and SCADA team members. The virtual meetings will be held one week prior to the in-person workshops to explain the content of each submittal prior to the corresponding workshop. Four of the workshops will be conducted during the 60% design phase, and the fifth workshop will be conducted after

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submission of the final control algorithms. After each workshop, Consultant will compile a Comment Resolution Document that lists the collected comments, proposed means of resolution, and document resolution completion.

3. Task 4.8 Start-up and Testing Workshop: up to three Consultant staff members (including the Constructability and Sequencing Lead and the Commission and Start-up Lead) will facilitate a four-hour start-up and testing workshop that includes Valley Water Engineering and Operations staff. The purpose of the workshop will be to review the proposed construction sequencing, requirements for temporary facilities, start-up testing and commissioning procedures for new equipment and systems, and responsibilities of the various parties (Valley Water, Consultant, construction manager, and contractor).

Task 5 - 75% Design Document Preparation – Electrical and Controls

The 75% design set will reflect the revisions and resolutions required from the comments received for the 60% design set. It will also incorporate any permit conditions established by regulatory agencies. The level of completeness will be VIRTUALLY COMPLETE and focus on completing the design work associated with the Electrical and Controls disciplines for review purposes.

- 5.1 75% Plans, Specifications. Consultant will prepare and submit 75% drawings, specifications. The submittal will be a complete drawing and specification set at or near the level of completion for construction. The submittal will address the comments in the 60% Design Comment Resolution Document.
- 5.2 Control Algorithm Update. Consultant shall update the Control Algorithms developed based on the 60% design submittal with any updates developed during the 60% Design Phase that affect the control and operation of the Project modifications.

Task 5 - Deliverables

1. 75% Plans, and Specifications
2. Updated electronic copies of the Draft Control Algorithms for process areas in PDF and Microsoft Visio format
3. 75% Design Comment Resolution Document

Task 5 - Assumptions

1. The submittal will include all disciplines but plans and specifications for disciplines other than electrical and controls will be “in progress” at the time of submittal for reference by the electrical and controls reviewers. Comments on the 60% design submittal for other disciplines may or may not be incorporated.

Task 6 - 90% Design Document Preparation

The 90% design set shall reflect the revisions and resolutions required from the comments received for the 60% and 75% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be COMPLETE.

The scope of this task includes:

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- 6.1 90% Plans, Specification, and Cost Estimate. Consultant shall prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal shall address the comments in the 60% and 75% Design Comment Resolution Documents.
- 6.2 Review Meetings. Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. Consultant will conduct a 90% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub task is funded in sub task 1.8.1. Review Meetings and Workshops.
- 6.3 Technical Design Document Update. Consultant shall prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memoranda, analyses, calculations, etc., as identified in previous tasks.
- 6.4 Draft Bid Sheet. Consultant shall update the draft bid sheet to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the contractor's completion of each milestone to be included in the Project specifications.
- 6.5 Constructability/Sequencing requirements for the contractor. Consultant shall prepare/update a Construction Sequencing Plan and/or Specification, which will identify key milestone dates to be met during construction and partial or complete plant shutdowns or other tasks that require coordination to minimize impacts and will include specific provisions for incorporation into the contractor's plan, as needed.
- 6.6 Water Utility Projects: Commissioning and Training Plans, and Operations and Maintenance Manual. Consultant shall develop a Commissioning, Training, and Maintenance Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start up, and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations and assist Valley Water Operations and Maintenance staff to continue to complete their primary duties of operating the facility on a day-to-day basis and not be dedicated to supporting the Project.
- 6.7 Constructability Review Report and Construction Schedule. Consultant shall update the Constructability Review Report and Construction Schedule based on comments and changes from the 60% and 75% review comments.
- 6.8 Control Algorithm Update. Consultant shall update the Control Algorithms developed based on the 75% design submittal with any updates developed during the 75% design phase that affect the control and operation of the Project modifications.

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- 6.9 Mitigation and Permitting. Consultant will identify all applicable mitigation requirements in the certified CEQA document that impact the design and Contract Documents. Consultant will incorporate the requirements into the design documents, including environmental requirements in the Special Provisions. Consultant shall assist Valley Water in preparing submittals or other supporting documents during the permit acquisition process.

Task 6 - Deliverables

1. 90% Plans, Specifications, and AACE Class 2 Construction Cost Estimate
2. Agenda, Notes, and 90% Design Comment Resolution Document
3. Updated Basis of Design Report, Design Criteria Technical Memoranda, and all supporting analyses and calculations, as identified in this Scope of Services
4. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft)
5. 90% Construction Sequencing Plan and Specification
6. Updated Constructability Review Report and Construction Schedule
7. Updated electronic copies of the Draft Control Algorithms for process areas in PDF and Microsoft Visio format
8. Commissioning and Training Plans Plan and Operations and Maintenance Manual (Preliminary and Final)

Task 6 - Assumptions

1. Level of effort for Task 6.2 Review Meetings is covered under Task 1.8.1 Review Meetings and Workshops.

Task 7 - Final Design Document Preparation

The 100% design set shall be a fully completed, signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The design set will be revised, as necessary, to address any remaining permitting agency comments.

The scope of this task includes:

- 7.1 100% Plans, Specifications, Cost Estimate, and Engineering Documents.

Consultant shall prepare and submit 100% Design and Contract Documents for Valley Water review, including:

- 7.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.
- 7.1.2 100% Class 2 Engineer's Estimate as defined by AACE.
- 7.1.3 The Final Basis of Design Report with all revisions incorporated.
- 7.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.
- 7.1.5 100% Design Comments Resolution Form.

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7.2 Bid Set.

Prepare and submit Bid Set including:

7.2.1 Final plans and specifications, Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

7.2.2 Notice to Bidders, Geotechnical Data Report, and other bid documents.

7.3 Design to Construction Phase Transition Report. Consultant shall prepare a Design to Construction Phase Transition Report per Valley Water's QEMS instructions.

7.4 Control Algorithm Finalization. Consultant shall finalize the Control Algorithms developed based on the 30% design submittal with any updates developed during the 60%, 75%, 90% and 100% Design Phases that affect the control and operation of the Project modifications.

Task 7 - Deliverables

1. 100% Plans, Specifications, AACE Class 2 Cost Estimate and Engineering Documents
2. Final Basis of Design Report
3. Final Engineering Analysis and Calculations
4. 100% Comment Resolution Document
5. Bid Set (Draft, Final Draft, and Final)
6. Design to Construction Phase Transition Report (Draft, Final Draft, and Final)
7. Final updated electronic copies of the Control Algorithms for process areas in PDF and Microsoft Visio format

Task 7 - Assumptions

1. Not Used.

Task 8 - Bid and Award Services

Upon Valley Water's request, Consultant shall assist during the bidding process of the Project by:

- 8.1 Bidder's Questions. Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.
- 8.2 Pre-Bid Meeting. Attending the pre bid conference, including a site visit, and assisting with preparation of documents to be distributed at the conference.
- 8.3 Addenda. Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:
 - 8.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.

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- 8.3.2 Changes to drawings will be signed and stamped and will be provided within five business days of the written request from Valley Water.
- 8.3.3 During preparation of each addendum, the Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.
- 8.4 Conformed Contract Documents. Preparing a Conformed Set of Contract Documents after construction bids are received for use during construction.
- 8.5 Project Specific Sub Tasks
 - 8.5.1 Not Used.

Task 8 - Deliverables

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference, including site visit, pre-bid meeting documents, and preparation of minutes
3. Addenda to bid documents (draft and final)
4. Electronic versions of stamped and signed conformed set of Contract Documents
5. Stamped and wet signed conformed set of Contract Documents (electronic and hard copy) for use during Project construction

Task 8 - Assumptions

1. Valley Water will receive all bidders' questions, convey those questions related to Consultant's work to Consultant, and disseminate the responses to bidders.
2. Valley Water will be responsible for generating pre-bid conference notes and disseminating the notes to bidders.
3. Valley Water will be responsible for reproducing and distributing bid documents and addenda documents.
4. The level of effort to respond to Bidder's questions is assumed to be no more than 28 hours.
5. Up to two Consultant staff will attend the pre-bid conference that will be up to four hours in duration.
6. Consultant will prepare up to two addenda.
7. Five hardcopy stamped and signed conformed sets of Contract Documents will be submitted.

Task 9 - 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

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Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

- 9.1 Specific Supplemental Services. Specific examples of possible Supplemental Services include:
- 9.1.1 30% Value Engineering Workshops - conduct value engineering sessions after the preparation of the cost estimate at the 30% design phases if the cost estimate is higher than the Project budget. For each value engineering session, up to four Consultant staff members would participate in a four-hour workshop to discuss value engineering ideas.
 - 9.1.2 60% Value Engineering Workshops - conduct value engineering sessions after the preparation of the cost estimate at 60% design phases if the cost estimate is higher than the Project budget. For each value engineering session, up to four Consultant staff would participate in a four-hour workshop to discuss value engineering ideas.
 - 9.1.3 Tours of Other Facilities. Consultant would arrange and attend up to three facility tours in Northern California with Valley Water staff to visit other facilities that have design features that Valley Water will be evaluating for employing into this Project. Valley Water will make travel arrangements for Valley Water staff attending.
 - 9.1.4 Geotechnical Baseline Report for Bid Set; Consultant will prepare a geotechnical baseline report for the bid set.
 - 9.1.5 Additional field surveying and/or potholing may be required to supplement existing topographical data and utility locates for the Project work.
 - 9.1.6 Additional geotechnical subsurface exploration and investigation, laboratory testing, and/or technical reports.
 - 9.1.7 Landscape architectural services: provide landscape architectural services to blend new structures into the existing site and make aesthetically pleasing to the neighborhood.
 - 9.1.8 Prequalification Activities. Assist Valley Water in preparing the prequalification parameters for Valley Water to use in acquiring competent, qualified contractors for the work being bid. Assist Valley Water in evaluating the qualifications of contractors submitting questionnaires.
- 9.2 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 8 as Task 9 Supplemental Services, to include but not be limited to:
- 9.2.1 Additional meetings;
 - 9.2.2 Additional time allotted for meetings;

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- 9.2.3 Additional status/progress reports;
- 9.2.4 Additional phone conference calls;
- 9.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 9.2.6 Additional public outreach visual materials.

Task 9 - Assumptions

- 1. Not Used

Task 10 - Engineering Services During Construction

Consultant's performance of Task 10 Engineering Services During Construction is subject to prior written authorization from the VWPM.

The following tasks describe the preliminary scope of services for Engineering Services During Construction (ESDC). Because the exact scope of the Penitencia WTP Residuals Management Project upgrades has not yet been determined, the scope of services described below and the associated level of effort provided is preliminary and may need to be revised once the scope of the Project has been further defined.

10.1 Project Management Services During Construction

The purpose of this Task is for Consultant to manage Scope of Services such that the work requested is completed within the not-to-exceed fee limit and in accordance with the schedule for performance, and such that all services and deliverables by the Consultant meet these Scope of Services requirements, as well as Valley Water and Project requirements. Consultant will:

- 10.1.1 Manage the efforts of the Consultant's and subconsultants' staff.
- 10.1.2 Identify construction phase events where the presence of the Consultant in the field is appropriate.
- 10.1.3 Coordinate its work with Valley Water's construction management team including the scheduling of meeting attendance, site observations, and deliverables.
- 10.1.4 Monitor and manage its expenditures, schedule, and progress including maintaining an efficient, effective document tracking system for requests for information and submittals. This tracking will be maintained by Consultant separately and independently of the tracking system maintained by Valley Water's construction management team within the Project Internet Based Project Management Work Flow System (EADOC).
- 10.1.5 Provide quality assurance/quality control (QA/QC) of Consultant's services.

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10.1.6 Prepare Monthly Progress Reports of the Consultant's activities. The purpose of the Monthly Progress Report is to record the work completed and document the execution of the Tasks described in this Scope of Services as well as to allow the District to evaluate the Consultant's progress and performance in completing the services pursuant to Attachment One to Schedule D, Fees and Payments, and Attachment Two to Schedule D, Schedule of Completion.

10.1.6.1 Each monthly progress report will include:

- a. A summary of performed tasks and deliverables to-date including discussion of actual versus planned progress;
- b. Explanation(s) of any significant variances in percentage of work to be completed compared to percentage of fees remaining for each task;
- c. A statement that all Scope of Services tasks will be completed within the agreed upon not-to-exceed compensation amounts set forth in Attachment One, Fees and Payments;
- d. A statement that progress towards completion of the services is on schedule to be completed within the timeline set forth in the Project Schedule detailed in Appendix Three – 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 timetable for implementation of such measures;
- e. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;
- f. Project Management Action Item and Decision Log to document action items, concerns, and issues throughout the term of this Agreement which require resolution by Valley Water and/or Consultant. This log will be for Consultant's use in tracking ongoing issues requiring Consultant's input and is not intended to capture all action items and decisions related to the construction phase. A construction management consultant and/or Valley Water will maintain a separate Project-wide Action Item and Decision Log;
- g. A summary of performed tasks to date, explanation of any major variances in percentage of Services to be completed compared to percentage of the Agreement NTE fees remaining; and
- h. Any changes in Consultant's key staff or subconsultants.

Task 10.1 - Deliverables

1. Monthly Progress Reports, monthly or less frequently as required by Valley Water Project Manager; sent to Valley Water by e-mail

Task 10.1 - Assumptions

1. Construction contract duration is twenty (20) months. Up to 20 invoices and monthly progress reports will be prepared. Should invoicing not be completed monthly (due to low levels of activity as determined by Valley Water), a progress report will not be prepared by Consultant.

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10.2 Submittal Review

Consultant will review, at the request of VWPM, the construction contractor's submittals for compliance with the Contract Documents to support the successful completion of the Project.

10.2.1 Consultant will review the products, materials, operations and maintenance manuals, and design submittals provided by the construction contractor.

10.2.2 Consultant's submittal review(s) will determine if the items covered by the submittal conform to the requirements of the Contract Documents.

10.2.3 Consultant's submittal review and approval will not extend to means, methods, techniques, sequence or procedure of construction except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents, or to safety precautions or programs.

10.2.4 Consultant will provide a written summary memorandum of comments rather than annotate copies of submittal wherever possible. When annotations are required due to the format of the submittals, they will be made on only one set of the submittals. These annotated copies will be scanned and returned in PDF format.

10.2.5 Consultant must review, respond and return all construction contractors' submittals as promptly as possible, but in no case later than fifteen (15) calendar days from receipt of the submittals from VWPM unless otherwise agreed to by VWPM.

10.2.6 Consultant must review and respond to VWPM within five (5) working days from receipt of the submittals if submittals are incomplete or unacceptable.

10.2.7 If the Consultant's submittal review comments result in changes to the requirements of the Contract Documents, Consultant must state in its submittal response transmittal that a Change Order Request may be necessary and immediately notify VWPM by email of the possibility of issuing a Change Order request, including possible consequences if change is not authorized, prior to returning the submittal response. In no case shall the Consultant provide or authorize changes to the Contract Documents through submittal responses without prior approval by VWPM.

10.2.8 Each submittal reviewed and returned must be dated and provided with an appropriate action. The action review classifications will be per the Standard Provisions Article 7.06 of the Contract Documents.

10.2.9 Consultant's receipt date, submittal identification number, response date, and review action will be logged and tracked by Consultant independently of the log maintained by Valley Water's construction management team.

Task 10.2 - Deliverables

1. Memoranda in PDF presenting Consultant's evaluation of submittals
2. Written notification via email to Valley Water and Valley Water construction manager of potential change orders due to submittal review comments by Consultant

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3. Emails and verbal responses for input as requested by VWPM with email follow-up documentation for all verbal responses

Task 10.2 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, it is assumed that the total number of construction submittals and re-submittals reviewed by Consultant will be up to 350. The number of submittals and re-submittals will depend upon the Contract Documents requirements, and the quality and packaging of the construction submittals.
2. Valley Water will require the construction contractor to transmit one copy of each submittal to Valley Water via the Internet Based Project Management Work Flow System (e.g., EADOCs).
3. Consultant will not need to print copies of submittals for return to the construction contractor.
4. Consultant will not be required to track submittal review labor hours or costs for individual submittals.
5. Valley Water's construction manager will review construction contractor progress payments, certified payroll, small business participation in the work, temporary facilities (e.g., jobsite trailers), permits, construction schedule edits due to changes or claims, training agenda, and contractual issue submittals not specifically included in this Scope of Services.
6. Valley Water's construction manager will assign the submittal and re-submittal numbers for tracking purposes and use by Consultant.
7. Consultant will not need to coordinate, review, or consolidate review comments provided by third parties other than its subconsultants.
8. In case "pre-submittal," submittal review workshop, or similar meetings are either specified in the Contract Documents or requested by VWPM, this work will be completed in accordance Task 10.7 Engineering Site Support.
9. Seismic anchorage and bracing-type submittals, shoring designs, dewatering plans, stormwater pollution prevention plans, and similar construction contractor-prepared submittals will only be checked to determine if the construction contractor uses the specified design criteria. Consultant is not required to review construction contractor's engineering calculations. Consultant or Valley Water will not need to review formwork, temporary supports, or other construction means and methods designs.
10. Deliverables listed shall only be posted to the Project Internet Based Project Management Work Flow System; no other transmission, electronic or hard copies is permitted.
11. No special software or licensing will be required of the Consultant to receive or respond to submittals.

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10.3 Requests for Information Responses

Consultant, at the request of VWPM, will review and provide timely responses to the construction contractor's Requests for Information (RFI) to support the successful completion of the Project.

During the construction period, the construction contractor will submit RFIs to Valley Water pertaining to a variety of topics including, but not limited to requesting clarification, additional information or guidance concerning some aspects of the Contract Documents prepared by the Consultant, unforeseen site conditions, construction error correction, requesting equipment substitutions, or to propose alternatives or value-engineering proposals to the Contract Documents. RFIs related to Project design can also originate from Valley Water, regulators, and other entities.

- 10.3.1 Consultant must provide VWPM with written responses to RFIs, except for those related to substitutions, within five (5) working days unless otherwise agreed between Consultant and VWPM. If Valley Water approves a longer review period, VWPM will notify the contractor within this initial 5-day period.
- 10.3.2 Consultant must provide VWPM written responses to request for equipment substitutions within fifteen (15) working days after receipt of complete information.
- 10.3.3 In preparing its response to any RFI, Consultant will evaluate whether the response will result in changes to the requirements of the Contract Documents. If the Consultant's response to an RFI will change the requirements of the Contract Documents, Consultant must:
 - a. State in writing with Consultant's response to the RFI that the response to the RFI results in changes to the requirements of the Contract Documents.
 - b. Promptly notify VWPM and Valley Water's construction manager that the Consultant's response to the RFI results in a change to the requirements of the Contract Documents.
 - c. Notify VWPM and Valley Water's construction manager in writing of the conceptual construction cost opinion and/or schedule impact of the change and identify consequences if the change is not made.
 - d. Stamp and sign, (by an engineer or architect registered in the State of California), all new drawings and new technical specifications issued as part of a RFI response.
- 10.3.4 In no case shall the Consultant provide or authorize changes to the Contract Documents through RFI responses without prior approval by VWPM.
- 10.3.5 Upon VWPM's request, Consultant will assist VWPM in ascertaining any adjustment in the Contract Documents' contract time or construction contract sum resulting from Contract Documents modifications based on Consultant's response to an RFI.

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10.3.6 Consultant's RFI receipt date, RFI identification number, response date, and review action will be logged and tracked by Consultant independently of the log maintained by Valley Water's construction management team.

Task 10.3 - Deliverables

1. Memoranda in PDF presenting Consultant's responses to RFIs
2. Written notification of potential change orders due to RFI responses by Consultant
3. RFI documentation including drawings and specifications
4. Emails and verbal responses for input as requested by VWPM with email follow-up documentation for all verbal responses

Task 10.3 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, it is assumed that the Consultant will review up to 100 RFIs and follow-up RFIs during the construction period. The number of RFIs will depend upon the competency of the construction contractor.
2. RFIs related to the construction contractor's means and methods will be returned with the response that the construction contractor is responsible for means and methods, unless directed otherwise by VWPM.
3. Valley Water's construction manager will assign RFI numbers for tracking purposes.
4. Consultant will develop and use a standard response form for responding to RFIs.
5. Consultant will not be required to track RFI review labor hours or costs for individual RFIs, unless directed otherwise by VWPM.
6. Deliverables listed below to be posted to the Project Internet Based Project Management Work Flow System and no other transmission, electronic or hard copies will be required unless noted otherwise in this Scope of Work.
7. No special software or licensing will be required of the Consultant to receive or respond to RFIs.

10.4 Construction Change Order Assistance

Consultant will assist VWPM in reviewing and evaluating Potential Change Order (PCO) requests, Change Orders, and related activities. The origination of the change orders may come from Valley Water or the contractor.

10.4.1 As requested by Valley Water, Consultant will be required on an as-needed basis to design, write, or review change order documentation. Anticipated Consultant services may include: research and respond back to Valley Water whether work proposed by its construction contractor warrants the need for a change order and whether it should be considered as extra work; review of design calculations and intent; review of cost estimates.

10.4.2 If a Change Order is required as the result of the probable error or omission with respect

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to the services performed, the Consultant must prepare and submit to Valley Water, along with the Change Order documentation, a cost estimate for the value of Change Order Work. Only if determined by Valley Water that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of Change Order.

10.4.3 Contract Document clarifications for construction change orders will be submitted by Consultant to VWPM electronically (Microsoft Word/PDF/AutoCAD) unless VWPM provides prior approval to use hand-drawn mark-ups for specific changes. All new drawings and new technical specifications issued as part of a change order must be signed and stamped by an engineer or architect registered in the State of California.

10.4.4 Valley Water's construction manager will monitor and track PCOs. Consultant will review and comment on Valley Water's analysis of the reason for the PCOs and will provide independent input

Task 10.4 - Deliverables

1. Memoranda in PDF presenting Consultant's evaluation of PCO requests and construction contractor's change order proposals
2. Change order documentation including signed and stamped drawings and specifications, and cost opinions
3. Review comments on VWPM analyses of potential change orders
4. Emails and verbal responses for input as requested by VWPM with email follow-up documentation for all verbal responses

Task 10.4 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, 170 Consultant staff hours have been allocated for this effort.
2. Deliverables listed below to be posted to the Project Internet Based Project Management Work Flow System and no other transmission, electronic or hard copies will be required unless noted otherwise in this Scope of Work.
3. Minor clarifications to the construction Contract Documents shall not be considered change orders.
4. Prior to any final invoice submitted by Consultant, the Parties will meet and review costs associated with Change Orders resulting from potential errors and omissions.

10.5 Engineering Support for Dispute Resolution

Consultant will assist VWPM in the resolution of claims and disputes to support the successful completion of the Project.

10.5.1 Consultant will perform engineering investigations and analyses and provide recommendations to assist Valley Water in the resolution of construction contractor's claims and disputes or other matters that may arise during construction, as requested by

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VWPM. All of Consultant's investigations, analyses and recommendations will be summarized and provided in writing by Consultant, upon request by Valley Water.

- 10.5.2 Render written opinion/recommendations within 15 working days for claims, disputes and other matters in question between Valley Water and construction contractor.
- 10.5.3 Notify VWPM immediately if more time is required, for reasonable cause, to respond to dispute, claim or other matters. Consultant's request for time extension is subject to VWPM's approval as confirmed by email.
- 10.5.4 Document events and activities accurately to provide a reliable basis for investigation at a later date.
 - 10.5.4.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis.
 - 10.5.4.2 Maintain said records in an orderly manner and make available to Valley Water personnel upon request.
- 10.5.5 Analyze claims for additional compensation submitted by contractor and prepare responses.
- 10.5.6 When contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
 - 10.5.6.1 Compile any formal data, and records which pertain to Consultant's services relating to such claim;
 - 10.5.6.2 Prepare a summary of the dispute, by issue, clearly stating the Consultant's position on each issue;
 - 10.5.6.3 Prepare a summary sheet with a chronological listing of events and/or items such as letters to contractor, meetings, etc., and a brief statement of content; and
 - 10.5.6.4 Document pertinent conversations with contractor.
- 10.5.7 Compile additional documents such as:
 - 10.5.7.1 Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means.
 - 10.5.7.2 Correspondence between Consultant and contractor, Consultant and Valley Water, etc.
 - 10.5.7.3 Any other documentation that supports the position of the contractor and Consultant etc.
- 10.5.8 Prepare engineering sketches for PCOs or other purposes.

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10.5.9 Coordinate work with Consultant's design engineers.

10.5.10 Participate in the Project's Dispute Review Board (DRB) process, as specified in the Project Contract Documents, Standard Provisions, Section 3.13, Dispute Review Board, including but not limited to the following activities: reviewing contractor's dispute submittals and position papers; assisting Valley Water in preparing Valley Water's dispute submittals and position papers, including rebuttals or responses to contractor's submittals and position papers and DRB meeting presentations; attending DRB meetings and hearings; and reviewing and commenting on DRB-issued recommendations for resolution of disputes, and their potential impact on the Project schedule and budget.

10.5.11 Participate in Partnering Workshops as specified in the Project Contract Documents, Standard Provisions Section 3.15 Partnering.

10.5.11.1 Consultant's lead staff and Project engineer shall participate in an initial two-day partnering workshop and subsequent one-day workshops to be conducted on a quarterly basis, if requested by Valley Water, or by contractor and Valley Water agrees.

10.5.11.2 Prepare questionnaires and lists of issues and concerns prior to each workshop.

Task 10.5 - Deliverables

1. Email written opinions on construction contractor's claims and disputes
2. Other deliverables detailed under Task 10.5 Engineering Support for Dispute Resolution

Task 10.5 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, 128 Consultant staff hours have been allocated for this effort.
2. Meeting attendance by Consultant for dispute resolution will take place under Task 10.8 Engineering Site Support.
3. Professionals beyond the Consultant's Project team will not be required, unless otherwise directed via an approved Task Order.
4. Consultant's written opinions/recommendations on disputes, claims or other matters in question between VWPM and construction contractor are subject to the provisions of the construction Contract Documents.

10.6 Engineer-Of-Record's Project Record Drawings

Consultant will prepare Record Drawings. Record Drawings are necessary to accurately depict changes resulting from field conditions, design changes, Project scope changes, or other causes since the initial Construction Contract Drawings (or bid set) were adopted by Valley

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Water's Board of Directors and in accordance with the conformed Contract Documents prepared by Consultant, if any.

- 10.6.1 The construction contractor is required to keep at the Project site an accurately marked, full-size, legible, up-to-date electronic set of Contract As-Built Drawings for the work installed. The construction contractor will record, as the work progresses, changes to the original Contract Drawings. At completion of construction, and prior to the final acceptance of the work by Valley Water, the construction contractor will deliver this set of Contract As-Built Drawings along with these drawings in color in PDF format to VWPM.
- 10.6.2 Valley Water's construction manager will keep at the Project site an accurately marked, full-size, legible, up-to-date electronic set of Contract As-Built Drawings for the work installed. The construction manager will record, as the work progresses, changes to the original Contract Drawings.
- 10.6.3 Consultant will prepare and maintain a set of Engineer-of-Record's Project Record Drawings by marking up on the full-size (22" x 34") conformed drawings or redlining PDF conformed drawings with all changes and clarifications recommended by Consultant and accepted by VWPM during Project construction. Such changes may be the result of information that was approved in RFIs, change orders, or field memoranda written by the Consultant, as well as for other reasons.
- 10.6.4 The Engineer-of-Record's Project Record Drawings (one set) will be submitted to Valley Water Project Manager within 45 working days of Valley Water Project Manager's issuance of a Project completion letter to the contractor. Consultant will complete work on this subtask as construction progresses to aid completion of the entire drawing set within the time period stipulated.
- 10.6.5 Consultant will provide complete As-Built Record drawings within 45 working days of receipt of the documents listed below:
 - a. Construction contractor as-built drawings;
 - b. Valley Water construction manager as-built drawings; and
 - c. Consultant as-built drawings.

Task 10.6 - Deliverables

1. Final Engineer-of-Record's Project Record Drawings; 1 redline set of mark-ups in electronic PDF format
2. Final Project Record Drawings; 1 electronic copy in CAD format
3. Final Project Record Drawings; 1 electronic copy in half size PDF format

Task 10.6 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, it is assumed that the Consultant will update up to 290 sheets contained in the Conformed Drawing Set.
2. Marked up set of Contract As-Built Drawings are legible and complete.

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3. No additional verification of the as-built information will be required.
4. Changes from the conformed drawings will be clouded with a revision triangle and the revision block filled out in accordance with Valley Water's standards.
5. Deliverables listed to be posted to the Project Internet Based Project Management Workflow System and no other transmission, electronic or hard copies will be required unless noted otherwise in this Scope of Work.

10.7 Schedule Review and Analysis

- 10.7.1 Consultant will review the construction contractor's baseline construction schedule and all subsequent schedule submittals, as requested by Valley Water to support the successful completion of the Project.
- 10.7.2 Consultant will assist VWPM in reviewing the construction contractor's baseline construction schedule and subsequent monthly updates every month. Consultant, in addition to Valley Water's construction management team and engineering staff, will advise if the construction contractor's schedule is consistent with the Contract Documents with emphasis on milestone dates and construction sequencing. Consultant review will not include an analysis of construction contractor's approach, means or methods of construction, safety programs, cost loading, or task durations.

Task 10.7 - Deliverables

1. Memoranda with comments on schedules posted to the Project Internet Based Project Management Work Flow System.

Task 10.7 - Assumptions

1. Construction contractor will provide copies of the schedule (in PDF, Microsoft Project or Primavera format) for review by Consultant. Consultant may need to provide Primavera or other commercial software for schedule review.
2. Review of the schedule may include cost loading.
3. Analysis of schedule changes due to change orders, weather delays, and construction claims will be performed by the construction management team. Consultant will assist the construction management team if requested by VWPM.
4. Construction contract duration is estimated to be twenty (20) months.
5. The construction contractor's as-built schedule will be reviewed by the construction management team, as well as Consultant.
6. One baseline schedule and up to twenty (20) monthly schedule updates will be reviewed by Consultant.

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7. Attendance by Consultant at meetings to discuss the schedule will be conducted according to Task 10.8 Engineering Site Support.

10.8 Engineering Site Support

- 10.8.1 Consultant will attend weekly meetings with Valley Water Project team, construction contractor and third parties, and provide engineering observation and monitoring services during critical construction activities to verify design assumptions and to provide interpretations of the design intent.
- 10.8.2 Consultant will provide an average of 2 days per week of onsite presence of a mechanical/civil resident engineer(s) at the job site throughout the duration of the construction project. The resident engineer(s) will assist VWPM as directed.
- 10.8.3 At a minimum, this Task will include:
- 10.8.3.1 Construction Meetings and Site Visits: if requested by VWPM or by Consultant with Valley Water's approval, Consultant will attend the pre-construction meeting, weekly progress meetings with construction contractor, partnering sessions, dispute review meetings, site visits, meetings with construction contractor and its subcontractors and suppliers, and technical meetings and workshops. Meetings, sessions, and workshops will occur at the Penitencia WTP, the construction contractor's on-site facilities or via video/teleconference.
 - 10.8.3.2 Geotechnical Services: the Project geotechnical subconsultant, will visit the Project site to observe the construction contractor's work on the foundations for the new facilities. Consultant will provide Valley Water written reports to document the geotechnical observations and transmit to VWPM via email.
 - 10.8.3.3 Factory Witnessing and Testing: the construction contractor is required to submit a written factory test for review by Consultant and Valley Water. At Valley Water's direction, Consultant will attend and witness factory tests for the following equipment, including but not limited to:
 - a. Process Control System (PCS) panels,
 - b. Medium voltage motors,
 - c. Adjustable Speed Drives (ASD), or
 - d. Motor Control Centers (MCC).
 - 10.8.3.4 Process Control System and SCADA Workshops: attend workshops/meetings led by the construction contractor's Process Control System Integrator and the construction contractor. Valley Water engineering and construction management staff may also participate in these workshops/meetings.
 - 10.8.3.4 Final Acceptance and Deficiency List Acceptance: upon VWPM's request, identify items which require further work by the construction contractor prior to final acceptance. Attend the Preliminary Final Inspection Meeting and Final

SCHEDULE D

SCOPE OF SERVICES

Inspection Meeting. Participate in the development of Project Acceptance Deficiency Lists.

10.8.3.5 Resident Engineer: provide mechanical/civil resident engineer(s) an average of 2 days per week at the job site throughout the duration of the construction project. Resident engineer(s) will provide the following services:

- a. On-site engineering support services at the request of VWPM.
- b. Review and respond to RFIs and submittals not requiring design engineers' input.
- c. Attend weekly construction meetings.
- d. Coordinate work with Consultant's key staff and subconsultants.

Task 10.8 - Deliverables

1. Field memoranda documenting observations during factory test witnessing.
2. Field memoranda documenting observations during Project site visits.
3. Field memoranda documenting geotechnical observations during Project site visits.
4. Listing of items noted at the Project site for the Project Acceptance Deficiency List.

Task 10.8 - Assumptions

1. Attendance by up to four (4) persons at the preconstruction meeting.
2. Attendance by up to two (2) persons at up to four (4) partnering sessions.
3. Attendance by Consultant's resident engineer at up to 80 weekly construction meetings in conjunction with the site visits, and attendance by one (1) additional Consultant staff at up to 40 weekly construction meetings.
4. Attendance by two (2) persons at up to a total of 5 instrumentation and controls, SCADA and related discipline meetings/workshops. Consultant attendance for up to 5 of these workshops/meetings will be by conference call.
5. Up to ten (10) one-day site visits for geotechnical observations of construction.
6. Up to one-hundred-and fifty-six (156) one-day site visits for resident engineering for on-site engineering support. The fee for the resident engineer task is included in the Site Visit task.
7. Up to forty (40) hours of witness factory tests.
8. Final inspection site visits by three (3) engineers for three (3) days each.
9. Attendance by one (1) person at each of the Preliminary Final Inspection Meeting and the Final Inspection Meeting.
10. Agenda and meeting minutes or notes will be by others.

SCHEDULE D

SCOPE OF SERVICES

10.9 System Testing and Start-Up Services

Develop a detailed start-up and testing plans and monitor the construction contractor's testing and start-up activities for selected equipment. Also provide services to assist Valley Water's construction management team with developing unit process optimization program; revise the plant Operations Plan; and prepare a Construction-to-Operations Report.

10.9.1 Consultant will develop detailed start-up and testing plans.

10.9.2 Consultant will monitor the construction contractor's system testing and start-up activities for the new equipment and systems including associated instrumentation and control equipment.

10.9.3 Consultant will develop an overall system optimization program. This may include developing procedures for testing and analyzing results.

10.9.4 Consultant will update the existing Operations Plan as required by the State of California Surface Water Treatment Regulations to reflect changes made to the unit processes, monitoring, startup and shutdown procedures and operating personnel and treatment plant staffing.

10.9.5 Consultant will prepare a Construction-to-Operations Report per Valley Water's QEMS instructions.

Task 10.9 - Deliverables

1. Draft and Final Detailed Start-Up and Testing Plans.
2. Draft and Final Unit Process Optimization Plan.
3. Field observation status reports as required by Valley Water—posted to the Project Internet Based Project Management Work Flow System after each visit.
4. Microsoft Word copies of draft and final of procedures to be used in a plant optimization plan
5. Draft and Final Revised Operations Plan.
6. Draft and Final Construction-to-Operations Report.

Task 10.9 - Assumptions

1. It is assumed that Consultant will assist Valley Water's construction manager with development of up to five (5) start-up and testing plans.
2. For determining the not-to-exceed fees for this Task it is assumed that up to thirty (30) site visits by an engineer will be made by Consultant to observe and monitor construction contractor's testing and start-up activities. These observations will be made in conjunction with other site visits whenever possible.
3. For determining the not-to-exceed fees for this Task it is assumed that a total of two hundred (200) hours of senior process engineers' time will be required to assist Valley Water in developing an overall treatment plant optimization program.

SCHEDULE D SCOPE OF SERVICES

4. Revisions to the Operations Plan will follow the same format and level of detail as the most current version.

10.10 Supplemental Services During Construction

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.

- 10.10.1 Specific examples include the following:

- 10.10.1.1 Reviewing construction contractor's substitution and "or equal" requests.

- 10.10.2 **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 Tasks 10.1 through 10.9 as Task 10.10 Supplemental Services, to include but not be limited to:

- 10.10.2.1 Additional meetings;

- 10.10.2.2 Additional time allotted for meetings or site visits;

- 10.10.2.3 Additional status/progress reports;

- 10.10.2.4 Additional phone conference calls;

- 10.10.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications;

- 10.10.2.6 Additional public outreach visual materials;

- 10.10.2.7 Additional submittal or RFI review;

- 10.10.2.8 Additional RFI review and request for equipment substitutions;

- 10.10.2.9 Additional construction change order preparation;

- 10.10.2.10 Attendance at additional partnering sessions;

- 10.10.2.11 Additional dispute resolution assistance;

- 10.10.2.12 Additional record drawing preparation;

- 10.10.2.13 Additional site engineering support;

- 10.10.2.14 Additional training classes;

- 10.10.2.15 Additional system testing and start-up services;

SCHEDULE D SCOPE OF SERVICES

10.10.2.16 Additional on-site monitoring.

7. Attachments

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

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

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**SCHEDULE D
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 **\$5,938,518** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

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 Services During Design	\$499,973
2	Preliminary Design	\$356,216
3	30% Design Document Preparation	\$734,300
4	60% Design Document Preparation	\$959,086
5	75% Design Document Preparation – Electrical and Controls	\$93,360
6	90% Design Document Preparation	\$646,965
7	Final Design Document Preparation	\$319,759
8	Bid and Award Services	\$33,238
9	Supplemental Services	\$564,285
10	Engineering Services During Construction	\$1,731,336
Total Not-to-Exceed Fees		\$5,938,518

3. Terms and Conditions

A. Payments for Services performed, as described 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

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

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.

B. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost plus 2.5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.
4. Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

- C. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, the Consultant must obtain written approval from Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

D. Prevailing Wage Requirements

1. The Scope of Services described in Tasks 2 - 8 is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant:	
Senior Technical Expert (Level 18 or 19)	\$295.00
Project Manager (Level 18)	\$295.00
Principal Professional 17	\$275.00
Principal Professional 16	\$255.00
Principal Professional 15	\$205.00
Principal Professional 14	\$190.00
Principal Professional 13	\$155.00
Principal Professional 12	\$150.00
Principal Professional 11	\$135.00
Senior Professional 10	\$120.00
Professional 7-8	\$85.00
Senior CAD (Level 12 or higher)	\$155.00
CAD Designer (Level 11 or lower)	\$130.00
Senior Administrator (Level 12 or higher)	\$130.00
Admin Assistant (Level 11 or lower)	\$95.00
Subconsultant(s):	
DCMS	
Cost Estimator	\$206.25
ENGEO Inc.	
Principal	\$295.00
Associate	\$277.20
Senior Engineer/Geologist	\$249.48
Project Engineer/Geologist	\$217.80
Staff Engineer/Geologist	\$182.16
GIS Analyst	\$138.60
Project Assistant	\$158.40

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**SCHEDULE D
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 **January 31, 2027**, 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 Services During Design	28
2	Preliminary Design	12
3	30% Design Document Preparation	14
4	60% Design Document Preparation	18
5	75% Design Document Preparation – Electrical and Controls	20
6	90% Design Document Preparation	22
7	Final Design Document Preparation	24
8	Bid and Award Services	28
9	Supplemental Services	Term of Agreement
10	Engineering Services During Construction	52

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**SCHEDULE D
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 (Address, Phone and Email)
Michael Price	18	Project Manager	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4712 (office) 925-818-6850 (cell) michael.price@stantec.com
William Taplin	16	Project Engineer	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4713 (office) 925-963-1626 (cell) william.taplin@stantec.com
Jenny Hartfelder	16	Deputy Project Manager	1560 Broadway, Suite 1500 Denver, CO 80202 303-291-2174 (office) 303-909-8003 (cell) Jenny.hartfelder@stantec.com
David Whitbeck	14	Mechanical Engineer	1687 114th Avenue SE Suite 100 Bellevue, WA 98004 425.896.6920 David.whitbeck@stantec.com
Joshua Dela Cruz	14	Electrical Engineer	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925.627.4522 Joshua.delacruz@stantec.com
Craig Wilcox	19	Structural Engineer	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925.683.4630 Craig.wilcox@stantec.com
Phil Atkinson	16	I&C Engineer	3301 C Street Suite 1900 Sacramento, CA 95816 916.407.9012 Philip.atkinson@stantec.com
Stephen Chavez	17	Constructability	3301 C Street Suite 1900 Sacramento, CA 95816 916.869.8989 Stephen.chavez@stantec.com
Billy Wong	17	Construction and Startup	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925.899.1013 Billy.wong2@stantec.com

**SCHEDULE D
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 (Address, Phone and Email)
ENGEO Incorporated	Geotechnical	Neel Neelakantan 500 Sansome St., Suite 402 San Francisco, CA 94111 415-981-9950 (office) neel@gtcgeotech.com
DCMS, Inc.	Cost Estimating, Construction Review	Sherman Honeycutt, PE 244 California St., Suite 501 San Francisco, CA 94111 925.980.8590 Sherman.honeycutt@design-cm.com

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**SCHEDULE D
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650 or FC 1882)
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	Santa Clara Valley Water District (Valley Water) Water Treatment Improvement Project – Stage 2 PWTP Plant Water System Technical Memorandum by Carollo Engineers, December 2002
4	Santa Clara Valley Water District (Valley Water) Penitencia Water Treatment Plant As-Builts, July 2002
5	Santa Clara Valley Water District (Valley Water) Water Treatment Improvement Project – Stage 2 Geotechnical Memorandum by Harza Engineering Company Inc., November 2000
6	Santa Clara Valley Water District (Valley Water) Water Treatment Improvement Project – Stage 2 Washwater Equalization and Clarification Technical Memorandum by Carollo Engineers, June 2000

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Santa Clara Valley Water District

File No.: 21-1238

Agenda Date: 11/9/2021

Item No.: *5.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Update on the Condition of the Almaden Valley Pipeline and Determination that the Condition of the Almaden Valley Pipeline Continues to Constitute an Emergency (San Jose) (District 3).

RECOMMENDATION:

- A. Receive an update on the Almaden Valley Pipeline; and
- B. Determine by a four-fifths vote of the Board that there is a need to continue the emergency action declared by the Chief Executive Officer (CEO) on November 2, 2021 pursuant to California Public Contract Code §22050, to repair the Almaden Valley Pipeline.

SUMMARY:

According to Public Contract Code §22050, in order for the emergency action to remain in place, the Board must determine, by four-fifths vote at every regularly scheduled Board meeting until the emergency action is terminated, that there is a need to continue the emergency action; this agenda item recommends the Board make such a finding.

On November 2, 2021, the CEO declared that the condition of the Almaden Valley Pipeline (AVP) constituted an emergency condition pursuant to California Public Contract Code §22050. The emergency declaration further determined that Santa Clara Valley Water District (Valley Water) staff may repair such pipeline, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The emergency condition continues to exist as the repairs to the AVP are not yet underway.

The AVP consists of approximately 12 miles of 72-inch to 78-inch diameter pre-stressed concrete cylinder pipe (PCCP) and welded steel pipe, operating under pressure. The pipeline was constructed in two major segments: AVP Unit 1 was constructed in the 1960's, and AVP Unit 2 was constructed in the 1980's. The AVP is used to supply raw water to Valley Water's treatment plants, groundwater recharge facilities, and service connections. When this pipeline is out of service, Valley Water does not have access to the San Luis Reservoir (Central Valley Project) and Calero Reservoir supplies. The South Bay Aqueduct must be relied upon as the sole source and supply of raw water to Valley Water treatment facilities.

AVP planned inspection and rehabilitation work was performed in 2007, 2008, 2011, and 2017. On

December 5, 2017, Valley Water's CEO declared an emergency and a contractor repaired numerous damaged sections of PCCP identified during inspection as at risk of imminent failure. Based on the information gathered before and after the 2017/2018 repairs, the nature of damage to the pipe was correlated to embrittlement of the PCCP reinforcement wires.

On March 18, 2018, an acoustic fiber optic (AFO) system was brought on-line to continuously monitor the AVP for events that correlate to additional distress of PCCP sections. The AFO system has detected hundreds of events since its installation and indicates that PCCP sections in the Unit II Phase II portion of AVP continue to degrade due to the embrittlement of the PCCP reinforcement wires.

On December 23, 2019, Valley Water's CEO declared an emergency, based on AFO data that indicated that pipe sections under Alamitos Creek were significantly distressed and at risk of imminent failure. Subsequent electromagnetic inspection of the subject sections of PCCP confirmed the AFO data. The subject sections of PCCP were repaired and the AVP was returned to safe and reliable service on February 27, 2020.

Staff continued to monitor and assess the AFO data in combination with other pipeline records, including operation and maintenance data, to analyze changes in failure risk and remaining service life of the PCCP in AVP. On July 13, 2021, staff provided an update to the Board on the condition of the AVP and its efforts to help ensure safe and reliable operation of this facility. Results of this continuous analysis indicate that some PCCP sections of the AVP, between the Santa Teresa Force Main and Calero Valve Yard, are significantly distressed and at risk of imminent structural failure. The distressed sections of PCCP are generally located adjacent to Alamitos Creek, near the bridge crossing at the southern end of Almaden Expressway.

Based on the current condition of the significantly distressed pipe sections and the associated risks, as indicated by the AFO data, Valley Water cannot continue to operate the AVP in a safe and reliable manner unless the significantly distressed pipe sections are repaired. Shutdown of the AVP between the Coleman Line Valve to the Calero Valve Yard, from November 29, 2021 to December 17, 2021, is being coordinated to facilitate these repairs. Failure to repair the subject sections and return the pipeline to service by the prescribed date will pose a significant risk to Valley Water's ability to provide sufficient water to meet minimum water supply demands, as Valley Water's contractual obligations for water delivery increase in the spring and summer.

In response to this emergency condition of the AVP, Valley Water staff activated the Water Utility Department Operations Center on November 2, 2021. Staff from various Valley Water business units participated and strategized on the necessary steps to move forward with the pipeline repairs.

The three water treatment plants in North County will be disconnected from San Luis and Calero reservoirs due to the shutdown of the AVP. The Santa Teresa Water Treatment Plant will be offline for the duration of the AVP outage, and the Penitencia and Rinconada Water Treatment Plants will be relying on raw water delivered through the South Bay Aqueduct (SBA).

After a contract is awarded to a construction contractor, work is expected to begin on or about

November 29, 2021. Valley Water staff and contractor personnel will have access to the interior of the AVP to perform the repairs. The repairs consist of constructing a carbon fiber structural liner inside the distressed segments of AVP.

It is anticipated that the Penitencia and Rinconada Water Treatment Plants will remain online through the completion of the repairs. If Valley Water should lose the ability to receive imported water from the State Water Project (via the SBA), there would be an immediate and substantial curtailment of water services in the County. Staff has informed the retailers of the AVP emergency and will provide periodic updates to keep them abreast of the situation. The Office of Communications has also reached out to the neighbors that may be impacted by the mobilization of the crews and the construction activities. Water remaining in the pipeline, after the shutdown, will be drained to Alamitos Creek to benefit in-stream groundwater recharge.

Staff is recommending that the Board determine, by a four-fifths vote, that there is a need to continue the emergency action declared by the CEO, to enable timely procurement of necessary construction contract services, and other services, supplies and essential equipment, without competitively bidding the contracts to complete the repairs. Staff will return to the Board with an update at every regularly scheduled Board meeting until the emergency declaration is concluded.

FINANCIAL IMPACT:

Staff estimates repairing the distressed sections of the AVP could cost in the range of \$1.2M to \$1.7M depending on the scale of the necessary repairs. The repair costs will exceed the available funds in the Raw Water T&D Engineering Other Project (92761083). Staff will recommend a budget adjustment for this Project at a future Board meeting based on the actual cost of the repair.

CEQA:

Impacts associated with the repair and maintenance activities of the AVP were evaluated by the Pipeline Maintenance Program and the Programmatic Environmental Impact Report, certified and approved by the Board on November 13, 2007. The California Department of Fish and Wildlife and the Regional Water Quality Control Board will be properly notified to address the issued permits for the repairs and the permits will be modified to address emergency actions. All work will be performed deploying the Valley Habitat Plan conditions and avoidance and minimization measures to prevent impacts to sensitive habitat in the project vicinity.

ATTACHMENTS:

Attachment 1: Declaration of Emergency

UNCLASSIFIED MANAGER:

Greg Williams, 408-630-2867

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TO: Rick L. Callender
Chief Executive Officer

FROM: Aaron Baker
Chief Operating Officer
Water Utility Enterprise

SUBJECT: Emergency Declaration to Repair Almaden
Valley Pipeline Pursuant to Public Contract
Code §22050

DATE: November 2, 2021

The purpose of this memorandum is to formally request that you as the Santa Clara Valley Water District (Valley Water) Chief Executive Officer (CEO) immediately declare an emergency pursuant to California Public Contract Code §22050 and Valley Water Resolution 05-67 to enable immediate repair of the Almaden Valley Pipeline (AVP) in the City of San Jose, California. This emergency declaration will exempt Valley Water from undergoing competitive bidding requirements to procure the necessary equipment, supplies, non-professional services, and public works to attend to the emergency action described in this memorandum.

The current condition of the AVP poses an emergency condition and needs to be temporarily taken out of service to perform significant repairs. Per California Public Contract Code §1102, an emergency is "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

Background

The AVP consists of approximately 12 miles of 72-inch to 78-inch diameter prestressed concrete cylinder pipe (PCCP) and welded steel pipe, operating under pressure. The pipeline was constructed in two major segments: AVP Unit 1 was constructed in the 1960's, and AVP Unit 2 was constructed in the 1980's. The AVP is used to supply raw water to Valley Water's treatment plants, groundwater recharge facilities, and service connections. When this pipeline is out of service, Valley Water does not have access to San Luis Reservoir (Central Valley Project) and Calero Reservoir supplies. The South Bay Aqueduct must be relied upon as the sole source and supply of raw water to all Valley Water treatment facilities.

AVP planned inspection and rehabilitation work was performed in 2007, 2008, 2011, and 2017. On December 15, 2017, Valley Water declared an emergency and staff repaired numerous damaged sections of PCCP identified during inspection at risk of imminent failure. Based on the information gathered, before and after the 2017/2018 repairs, the nature of damage to the pipe was correlated to embrittlement of the PCCP reinforcement wires.

On March 18, 2018, an acoustic fiber optic (AFO) system was brought on-line to monitor the AVP for events that correlate to additional distress of PCCP sections. This AFO system has detected numerous events since its installation. Staff continually reviews this information in combination with other pipeline records, including operation and maintenance data, to analyze changes in failure risk and remaining service life of PCCP in AVP. On December 23, 2019, based on staff's review and analysis of the updated AFO, operations and maintenance data, Valley Water declared an emergency to repair distressed sections of PCCP that were at risk of imminent failure. The AFO system, since that repair in 2019, has captured additional events, and analysis of the current data indicates that several sections of

PCCP have reached a similar critical level of distress and are at risk of imminent failure thereby requiring immediate repair.

Potential consequences of a pipe failure in the location include:

- a. Physical damage to adjacent area;
- b. Negative impact to endangered species habitat (e.g., steelhead fish) due to excessive raw water discharge into Alamos Creek, along with substantial erosion; and
- c. Significant risk to Valley Water's ability to provide sufficient water to meet minimum water supply demands due to prolonged unplanned pipeline outage to repair a pipe break.

Potential consequences of an unplanned prolonged outage to isolate and repair a failed pipeline in this location include:

- a. Inability to meet contractual water supply agreements, which restrict planned outages between November and March;
- b. Inability to meet treated water allotment obligations to retailers; and
- c. Valley Water treatment facilities must rely solely on the South Bay Aqueduct for raw water supply.

Based on the current condition of the significantly distressed pipe sections and associated risks, Valley Water needs to temporarily shutdown and repair the AVP to maintain safe and reliable service. The planned shutdown and repair of AVP, is tentatively scheduled to occur in December of 2021 and is estimated to take approximately three (3) weeks. Failure to perform the needed repairs will pose a significant risk to Valley Water's ability to provide sufficient water to meet minimum water supply demands, as Valley Water's contractual obligations for water delivery increase.

Recommendation

Staff recommends a Declaration of Emergency be issued so that immediate action can be taken to complete all work activities related to the repair of structurally distressed pipe in the Almaden Valley Pipeline. Based on the substantial evidence detailed above, I recommend that you officially declare that an emergency situation exists as defined by the California Public Contract Code §1102. If you agree with this recommendation, please indicate concurrence by signing below.

Concur:



Aaron Baker, P.E.
Chief Operating Officer
Water Utility Enterprise



Joseph Aranda
Assistant District Counsel

Concur:



Melanie Richardson, P.E.
Assistant Chief Executive Officer

Concur:



Rick L. Callender, Esq.
Chief Executive Officer



Santa Clara Valley Water District

File No.: 21-1006

Agenda Date: 11/9/2021

Item No.: *7.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Receive and Discuss Information on the Pacheco Reservoir Expansion Project and Water Storage Investment Program Award Discussion, and Adopt a Resolution for Water Storage Investment Program Funding Commitment for the Pacheco Reservoir Expansion Project.

RECOMMENDATION:

- A. Receive and discuss information regarding the Pacheco Reservoir Expansion Project;
- B. Water Storage Investment Program Award Discussion; and
- C. Adopt the RESOLUTION for WATER STORAGE INVESTMENT PROGRAM FUNDING COMMITMENT FOR THE PACHECO RESERVOIR EXPANSION PROJECT.

SUMMARY:

The Pacheco Reservoir Expansion Project (PREP) is on track to meet several milestones before the end of 2021. The Planning Study Report summarizing the Project Planning Phase will be completed and submitted as a non-agenda memo. The PREP Team has completed several basis of design studies that are being used to develop the 30% plans, specifications, and construction cost estimate. The Draft Environmental Impact Report (EIR) is set for release for public review and comment in November 2021. The Board of Directors will consider approval of the PREP following completion of the Final EIR.

Additional updates related to the project funding and financing are provided below.

Water Storage Investment Program (WSIP)

On July 24, 2018, the California Water Commission (CWC) awarded Santa Clara Valley Water District (Valley Water) \$484.6 million of Maximum Conditional Eligibility Determination (MCED) funding for PREP under the State's Water Storage Investment Program (WSIP) program. The MCED was increased to \$496.7 million on February 3, 2021 to reflect an inflation adjustment of approximately 1%. Valley Water executed an Early Funding Agreement with CWC on December 10, 2018 for \$24.2 million to fund a portion of certain eligible project costs, including costs related to permitting oversight and coordination, environmental documentation and permit support, data review and problem definition, alternatives analysis, staff-recommended alternative, planning study report and state feasibility report, environmental documentation and regulatory compliance, geotechnical data collection and investigations and 30% basis of design report.

To remain eligible for the \$496.7 million MCED, Valley Water is statutorily required to meet the following milestones prior to January 1, 2022:

1. All feasibility studies are complete - The State Feasibility Report has been updated with the most current project information for review by CWC Staff.
2. Draft environmental documentation is available for public review - The Draft EIR is targeted for release in November 2021 with a public meeting planned for January 2022 to present a summary of the Draft EIR content and the California Environmental Quality Act (CEQA) process.
3. The Director of the Department of Water Resources (DWR) receives commitments for not less than 75 percent of the non-public benefit cost share of the project - Board adoption of the RESOLUTION for WATER STORAGE INVESTMENT PROGRAM FUNDING COMMITMENT FOR THE PACHECO RESERVOIR EXPANSION PROJECT will fulfill this milestone. The sources of the funding may be from eligible Valley Water funding as well as any partnership contributions as applicable.

Staff presented a project update and timeline for the milestones above to the CWC at a regular meeting on August 18, 2021. There were no issues concerning the PREP raised at the meeting. The CWC will make a determination on whether the PREP is feasible and eligible for the MCED at their December 15, 2021 meeting prior to the January 1, 2022 deadline.

Water Infrastructure Finance and Innovation Act (WIFIA)

The WIFIA loan program is a low-cost federal loan program that is subject to annual Congressional budget appropriations. The 2021 appropriation is expected to allow the Environment Protection Agency (EPA) to lend up to \$6.5 billion. On August 16, 2021, the EPA announced that it has received 50 LOIs totaling \$8.2 billion in loan requests, well above the \$6.5 billion loan capacity for Fiscal Year (FY) 2021. Staff anticipates the WIFIA loan will save Valley Water \$1 million in debt service cost for every \$100 million in loan principal. Should Valley Water be successful in obtaining the full \$1.2 billion WIFIA loan for the PREP, the potential cost saving is approximately \$12 million per year, up to \$420 million in total debt service savings over a 35-year loan repayment period.

In April 2021, the EPA accepted Valley Water's Letter of Interest (LOI) submitted in October 2020 for \$660 million for the PREP, which was approximately 49% of the then estimated project cost of \$1.3 billion based on the FY 2021 Capital Improvement Plan (CIP). In the FY 2022 CIP, the PREP project cost estimate was increased to \$2.5 billion primarily due to updates to the dam and spillway design. Staff met with the EPA in the spring of 2021 to discuss this cost increase and the impact on the WIFIA loan sizing. The EPA provided guidance for Valley Water to submit a second LOI in 2021 to secure an additional \$575 million in WIFIA loan to ensure Valley Water will receive the full \$1.2 billion WIFIA loan to fund 49% of the current project cost. The 2021 LOI was submitted to the EPA in July 2021 and an announcement from the EPA on project selection is expected in October/November 2021. Staff anticipates the full loan application will be submitted by April 2022 with loan closing for the full

\$1.2 billion loan amount by Dec 2022. Staff anticipates that the draft loan agreement will be presented for Board approval in the fall of 2022, prior to final loan closing.

Partnerships for Project Funding

The PREP Team has enlisted two separate consultants to assist with developing partnership leads, partnership opportunities, negotiations, and further analysis. Staff anticipates receiving letters of interest from multiple potential partners before the end of the year. The PREP Team continues modeling of different operations to provide storage and exchange benefits to potential partners. With the help of the outside consultants that specialize in water partnerships working with Staff, efforts are accelerating toward the partnership goals.

Water Rate Impacts

The PREP Team presented long term water rate impacts to the Board on April 14, 2021. The Board adopted FY 2022 water rates assumed Valley Water will receive the full \$1.2B WIFIA loan to fund 49% of the current project cost. In addition, the FY 2022 water rates assumed Valley Water will secure public agency partnership participation at 35% of total project costs. Depending on the final WIFIA loan amount, interest rate, and partnership participation level, the PREP impact on the water rates could vary materially. Attachment 2 includes a sliding scale graph identifying the potential impacts to North County Zone W-2 Municipal and Industrial (M&I) groundwater charges in terms of annual percentage increase at various levels of partnership participation.

FINANCIAL IMPACT:

The financial impact of this item is reflected in the FY 2022-26 CIP for PREP (project number 91954002) with current year costs included in the Board adopted FY 2022 Budget.

CEQA:

The recommended action is not an approval of the project and 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: Resolution

Attachment 2: Rate Impact

*Handout 7.1-A: Email, J. Michael

UNCLASSIFIED MANAGER:

Christopher Hakes, 408-630-3796

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

RESOLUTION NO. 21-

**WATER STORAGE INVESTMENT PROGRAM FUNDING COMMITMENT FOR THE
PACHECO RESERVOIR EXPANSION PROJECT**

WHEREAS, the Santa Clara Valley Water District ("Valley Water"), is a flood control and water district duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, Valley Water applied under the State of California's Water Storage Investment Program ("WSIP") for funding with respect to the Pacheco Reservoir Expansion Project (the "Pacheco Reservoir Expansion Project"); and

WHEREAS, the State of California (the "State") acting through the California Water Commission (the "CWC") determined that Valley Water was conditionally eligible for funding under WSIP on July 24, 2018, of up to \$484,550,000; and

WHEREAS, Valley Water entered into a "Funding Agreement between the State of California (California Water Commission) and Santa Clara Valley Water District For Pacheco Reservoir Expansion Water Storage Program (WSIP) - Early Funding Agreement Number 4600012891 dated December 10, 2018" (the "Early Funding Agreement"); and

WHEREAS, on February 3, 2021, the CWC adjusted the maximum conditional eligibility determination for the Pacheco Reservoir Expansion Project to \$496,663,750; and

WHEREAS, to remain eligible for funding under WSIP, Valley Water is required to provide to the Director of the Department of Water Resources, on or prior to January 1, 2022, a commitment for not less than 75% of the non-public benefit cost share of the Pacheco Reservoir Expansion Project, as well as completing feasibility studies for the Pacheco Reservoir Expansion Project and making draft environmental documents for the Pacheco Reservoir Expansion Project available for public review; and

WHEREAS, Valley Water is currently preparing an Environmental Impact Report (EIR) for the proposed Pacheco Reservoir Expansion Project as required by the California Environmental Quality Act (CEQA), and would consider project approval following completion of the CEQA process.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby find, determine, declare, and resolve as follows:

Section 1. Funding Commitment. Valley Water hereby commits to CWC for not less than 75% of the non-public benefit costs share of the Pacheco Reservoir Expansion Project from Water Utility Revenues, Safe, Clean Water and Natural Flood Protection Program Revenues (to the extent authorized by such program), other Valley Water funds, and from Pacheco Reservoir Expansion Project partners, as applicable.

Section 2. Other Actions. The Chief Executive Officer, the Assistant Chief Executive Officer, Deputy Operations Officer, Dam Safety and Capital Delivery Division, the Chief Financial Officer or the designees thereof are authorized and directed, acting singly, to do any and all things and to execute and deliver any and all documents which such officers may deem necessary or advisable in order to comply with WSIP requirements with respect to the commitment to funding of the non-public benefit costs of the Pacheco Reservoir Expansion Project, and such actions in connection therewith previously taken by such officers and other Valley Water staff are hereby ratified and confirmed.

Section 3. Regulatory Citation. This resolution is intended to comply with Section 6013(f) of Title 23, Division 7, Chapter 1 of the California Code of Regulations.

Section 4. Effect. This resolution shall take effect immediately.

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

Affix Seal Here

I hereby certify that the foregoing is a full, true and correct copy of the original thereof on file in my office.

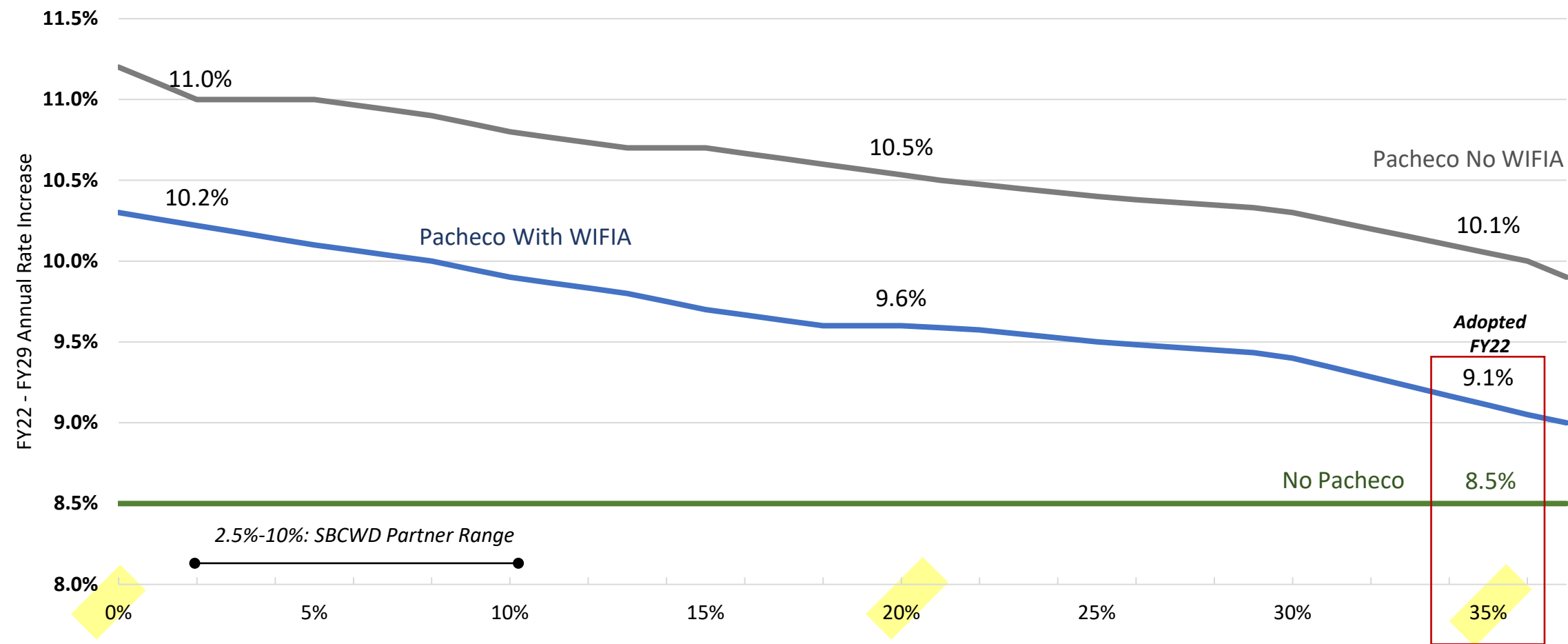
DATED: November 9, 2021

MICHELE L. KING
Clerk, Board of Directors
Santa Clara Valley Water District

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Water Rate Impact

FY22-FY29 Annual Rate Increase (Zone W-2 M&I)
Pacheco Reservoir Expansion Project: Partnership Participation (%) & Scenario Comparison



Note: Water Rate Impact graph has been updated to reflect adopted FY2021-22 rate increase for Zone W-2 M&I.

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Michele King

From: Michelle Critchlow on behalf of Board of Directors
Sent: Monday, November 8, 2021 11:31 AM
To: Michele King
Subject: FW: November 9, 2021, Agenda Item 7.1
Attachments: Pacheco rate impact comments 110821.pdf

Follow Up Flag: Follow up
Flag Status: Completed

For the board meeting.

Michelle Critchlow, Executive Assistant to
Michele King, Clerk of the Board
Office of the Clerk of the Board
Tel. (408) 630-2883 / Cell. (408) 394-2970



Clean Water • Healthy Environment • Flood Protection
5750 Almaden Expressway, San Jose CA 95118
www.valleywater.org

From: Jeffrey Michael <jmichael@PACIFIC.EDU>
Sent: Monday, November 8, 2021 10:54 AM
To: Board of Directors <board@valleywater.org>
Cc: Clerk of the Board <clerkoftheboard@valleywater.org>
Subject: November 9, 2021, Agenda Item 7.1

Thank you for the opportunity to comment. I urge you to provide more accurate and complete information before making such a large funding commitment. See attached document for my full comments.

Jeffrey A. Michael, Ph.D.
Director, Public Policy Programs
Professor of Public Policy
Senior Fellow, Center for Business and Policy Research

McGeorge School of Law, University of the Pacific
Faculty Office Building, 179
3200 Fifth Ave., Sacramento, CA 95817
Cell: 209.662.5247
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Amid Cost-of-Living Crisis, Santa Clara Valley Water District Deceives the Public About Massive Rate Increases that would be Needed to Finance Pacheco Dam

Comments of Dr. Jeffrey Michael

November 8, 2021

Santa Clara County's Cost-of-Living Crisis

- Total monthly bills for Santa Clara County residents are the highest in the United States.ⁱ
- Overall cost of living in San Jose is estimated to be 215% above the U.S. average.ⁱⁱ
- A record 56% of Silicon Valley residents say they plan to leave in the next few years with 84% citing the cost of living as the main reason they plan to move.ⁱⁱⁱ
- As of October 2020, nearly 16,000 Santa Clara Valley households were delinquent on their water bills according to data from the State Water Resource Control Board. San Jose reports unpaid water bills are 18 times higher than they were in 2019, affecting thousands of households in San Jose alone.

Against this backdrop, lowering the cost of living should be the primary focus of every public official in Santa Clara County. Instead, Valley Water is considering committing billions of ratepayer dollars to a dam its own staff describes as the costliest and riskiest option in Valley Water's master plan.^{iv}

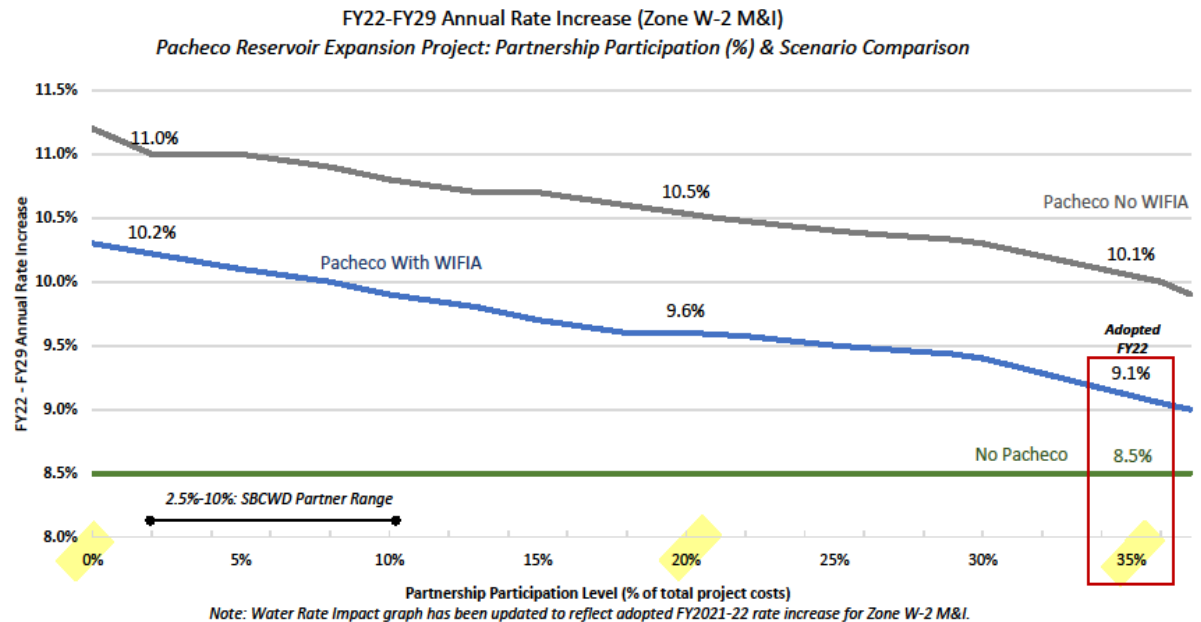
Valley Water's Rate Increase Graphic Is Deceptive, and Does Not Include Most Pacheco Dam Costs

- Valley Water is using just one rate impact graph to support a massive financing commitment.^v
- It shows the estimated impact on average rate increases from FY 2022 to 2029, but Pacheco construction is expected to run from 2025 to 2032. Thus, this average calculation includes many pre-construction years with near zero costs, and only extends through half of the construction period.
- The rate increase graphic suggests a 0.6% annual rate increase over 7 years (4.2% cumulative) assuming high partnership participation and low-cost WIFIA financing and a worst-case scenario of 2.5% annual rate increases (19% over 7 years) results from constructing Pacheco reservoir. These small rate increases are clearly insufficient to support this financing commitment.
- Valley Water District's most recent Comprehensive Annual Financial Report shows the district had \$500 million in long-term debt, and water rate revenue of \$267 million in 2020.^{vi} Financing an estimated 75% of Pacheco's \$2.2 billion cost would more than triple the long-term debt and require rate increases several times larger than Valley Water claims in the rate increase graphic.

It should also be noted that Valley Water has not yet released the feasibility study for Pacheco Dam, making any vote on financing commitment premature. In addition, while Valley Water counts on State grants and Federal financing to lower costs, it should be noted that these tools are all taxpayer financed. Taxpayers and ratepayers are the same people. Relying on other taxpayer-funded subsidies to lower water rates shifts costs from one taxpayer pocket to the other.

In conclusion, Valley Water's sole exhibit illustrating the potential rate impacts of Pacheco Dam is highly misleading, and it excludes the years that would likely see the largest rate increases. It is clearly insufficient to support a funding commitment of this scale.

Water Rate Impact



Attachment 2
Page 1 of 1

ⁱ <https://www.doxo.com/insights/regional-bill-comparison/>

ⁱⁱ https://www.bestplaces.net/cost_of_living/city/california/san_jose.

ⁱⁱⁱ <https://jointventure.org/images/stories/pdf/sv-poll-2021-report.pdf>

^{iv} SCVWD October 22, 2021 Special Meeting, Agenda item 4.

^v SCVWD November 9, 2021 meeting, Agenda item 7.1, attachment 2.

^{vi} https://www.valleywater.org/sites/default/files/2021-02/FY2020-CAFR_0.pdf

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Santa Clara Valley Water District

File No.: 21-1142

Agenda Date: 11/9/2021

Item No.: 7.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Overview of the Annual Capital Improvement Program Process and Integrated Financial Planning Schedule for Capital Projects, and Review of the Fiscal Year 2022-23 (FY23) Currently Unfunded Projects.

RECOMMENDATION:

- A. Receive overview of the Annual Capital Improvement Program Process and Integrated Financial Planning Schedule;
- B. Review list of Currently Unfunded Capital Projects; and
- C. Provide feedback as necessary.

SUMMARY:

The annual update of the rolling 5-year Capital Improvement Program (CIP) includes project plan updates for all existing capital projects and a Validation Process to review and evaluate potential new capital projects for inclusion in the CIP, along with review points for the CIP Committee and decision points for the Board. A presentation that shows the steps in detail, along with an integrated financial planning schedule, is included in the Annual CIP Process PowerPoint (Attachment 1).

Annual CIP Process Overview

Each year, Santa Clara Valley Water District (Valley Water) staff can submit new projects for consideration for inclusion into Valley Water's 5-Year CIP. For each potential new project, staff develops a business case to compare capital, non-capital, and non-asset alternative solutions; evaluates the lifecycle costs of these solutions; and identifies a recommended solution that minimizes lifecycle cost while balancing service levels and risk.

In May through September, staff submits the business case for review by their respective Deputy Operating Officer (DOO) or Deputy Administrative Officer (DAO). If staff's respective DOO/DAO approves the project, it is submitted to the CIP coordinator. Simultaneously, project managers update their existing capital projects to reflect changes to scope, schedule, and budget, which must also be approved by the respective DOO/DAO.

Between September and October each year these newly-proposed, initially validated projects will be presented to the CIP Committee and Board, along with a list of currently unfunded projects, which

have been validated during prior years, for review and comment. Staff will address the Board's feedback/comments when preparing the funding scenarios, which will include considering those unfunded projects for inclusion into the CIP.

Initially Validated projects for potential inclusion in the FY2023-27 CIP

There are seven newly-proposed, initially validated projects that have been added to the unfunded list for the FY23-27 CIP.

1. **South Babb Flood Mitigation Project**: Recent modeling identified an increased flooding risk to two apartment buildings due to ponding behind floodwalls constructed as part of the Lower Silver Creek Flood Protection and Creek Restoration Project (Lower Silver Creek Project) Reaches 5C-6A. Water that ponds behind the Lower Silver Creek Project floodwalls comes from spills out of South Babb Creek. The recommended project includes regrading the parking lots in the apartment complex, constructing troughs along the Lower Silver Creek Project floodwall at certain locations to collect water, and adding flapgates and corresponding structural improvements to the existing floodwall. This will lower flood depths in the apartment complex behind the existing floodwalls such that the apartment buildings would not be added to the FEMA 1% floodplain. Potential locations and numbers of flapgates are provided in the hydraulic feasibility and preliminary constraints analysis report. Total project cost estimate = \$1,320,986 and estimated project duration (all phases combined) = 2-3 years.
2. **South Babb Flood Protection Project**: Recent modeling indicates that there is significant spilling from culverts along South Babb Creek. These spills contribute to flooding of nearby areas, particularly between South Babb Creek, Lower Silver Creek, and Story Road. The recommended project improves the culverts at Lochner Drive, White Road, and Farrington Drive on South Babb Creek. While this will not eliminate all the spilling from South Babb Creek during the 100-year event, the majority of spills would be eliminated. In the hydraulic feasibility and preliminary constraints analysis report, a design was proposed where the Lochner Drive, White Road, and Farrington Drive culverts would be converted to voided slab bridges with a trapezoidal concrete channel underneath. A planning study would be required to evaluate other alternatives that would meet the same goal of reducing flooding risk to the area between South Babb Creek, Lower Silver Creek, and Story Road. Total project cost estimate = \$12,038,091 and estimated project duration (all phases combined) = 5-6 years.
3. **San Tomas Aquino Project**: San Tomas Aquino Creek has flood capacity concerns, aging infrastructure, and excessive operation and maintenance costs. In the 1970's, San Tomas was improved to reduce flooding. Following 1995 flood events, and model calibration, levee improvements were made to provide additional freeboard. However, the 1995 Engineers Report states that the levee improvements were designed for interim flow with 1.5' freeboard due to channel restrictions upstream of Highway 101 but recommended that the improvements be followed by a comprehensive multiyear study of additional improvements to meet current FEMA levee standards. In addition to aging concrete assets, the Operations and

Maintenance Division has experienced many challenges to maintain the channel to meet its level of service with its rapid and recurring sedimentation and vegetation growth. The project's objective is to reduce flood risks and meet FEMA standards, stabilize the channel to minimize maintenance costs, and rehabilitate or replace aging infrastructure in the most cost-effective manner. Total project cost estimate = \$15 Million (no floodwall) to \$35 Million (if floodwalls are installed in sections of the channel) and estimated project duration (all phases combined) = 5 years (Note: Initially validated project cost estimate reflects the high end of the range, approximately \$35M).

4. **Randol Creek Levee Rehab Project:** From Camden Ave to Bret Harte Drive, the left levee (facing upstream) is at a lower elevation than its intended design elevation, which could result in flows overtopping the levee. In addition, several drop structures have shown signs of deterioration and need structural assessment. The project's objectives are to restore the levee; reduce the flood risk to the adjacent property (Leland high school); and maintain Randol Creek assets in a cost-effective manner. Total project cost estimate = \$2,000,000 and estimated project duration (all phases combined) = 1-2 years.
5. **Coyote Pumping Plant Isolation Valves and Actuators Replacement Project:** Five isolation valves and seven actuators at Coyote Pumping Plant (CPP) have reached the end of their useful life. The actuators were proposed for replacement as part of the Coyote Adjustable Speed Drives Project, but ultimately were not included in that project in order to avoid significant project delay. The actuators were due for replacement in 2011, and the valves are due for replacement in 2026. The project scope includes replacing five of CPP Valves (# 1, 2, 3, 4, and 7); removing all seven hydraulic actuators; replacing the hydraulic actuators with electric actuators; and making changes to the controls. Total project cost estimate = \$3,230,982 and estimated project duration (all phases combined) = 4 years.
6. **Tepid Water System for Emergency Shower/Eyewash Stations at WTPs:** The emergency shower/eyewash (ESEW) systems at Valley Water's three water treatment plants (Rinconada, Penitencia and Santa Teresa Water Treatment Plants) (RWTP, PWTP and RWTP) are in need of upgrade to provide tepid water to the emergency eyewash stations, consistent with Cal/OSHA Title 8 §5162 and ANSI Z358 regulatory requirements. Total project cost estimate = \$2,800,000 and estimated project duration (all phases combined) = 2-3 years.
7. **Security Upgrades and Enhancements:** Upgrading current technical security systems, cyclone fences, and exterior lighting would be accomplished by this project. The current video and access control management systems are aging and becoming increasingly more expensive to maintain, as well as being below industry standard performance. The current video and access control management systems would be replaced with an operating program representing modern best business practices. The project objectives are to significantly enhance overall security at Valley Water facilities by designing and installing a modern

technical security system capable of meeting today's security and investigative requirements. Cyclone fences at key facilities and assets will be replaced with higher climb/tamper resistant types. Exterior lighting will be improved to eliminate darkness. Taken together each component of the Water Security Enhancement Project integrates to create an effective defense in depth capable of deterring, detecting, and delaying threats while responding. Total project cost estimate = \$14M and estimated project duration (all phases combined) = 4-6 years.

Development of the Preliminary CIP

In the fall of every year, an overview of the significant project plan updates from the prior year's adopted CIP are presented to the CIP Committee for information and feedback. During this same time, CIP and Finance staff compile the data from existing CIP project plans, collect the operational forecast information, and run the financial models.

The CIP Evaluation Team (CEO, ACEO, Chiefs and Deputies of the divisions initiating, delivering, implementing, and operating capital projects) meets in November of each year to review the financial models and determine which, if any, unfunded projects should be recommended for inclusion in the CIP. To ensure Valley Water's high priority business needs are met in adherence to Board policy, the CIP Evaluation team reviews the projects based upon:

- Board Priorities
- Asset's remaining lifespan
- Available funding
- Urgency of investment

Based upon the outcome of its review, the CIP Evaluation Team provides recommendations regarding whether the new proposed capital projects should be funded in the upcoming Preliminary 5-year CIP or remain on the unfunded list. Funding scenarios that include these recommendations will be presented to the CIP Committee for review and feedback in December, along with the Preliminary CIP.

Each winter (December- January), CIP and Finance staff update the funding scenarios to include staff and CIP Committee recommendations, which will be presented to the full Board during a Funding Scenario Workshop in January, as deemed necessary. If a workshop is deemed necessary, the Board's direction from the workshop will be incorporated into the Preliminary CIP and presented to the Board at a subsequent meeting in January. Funding decisions will be made by the Board through its approval of the Preliminary CIP.

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:

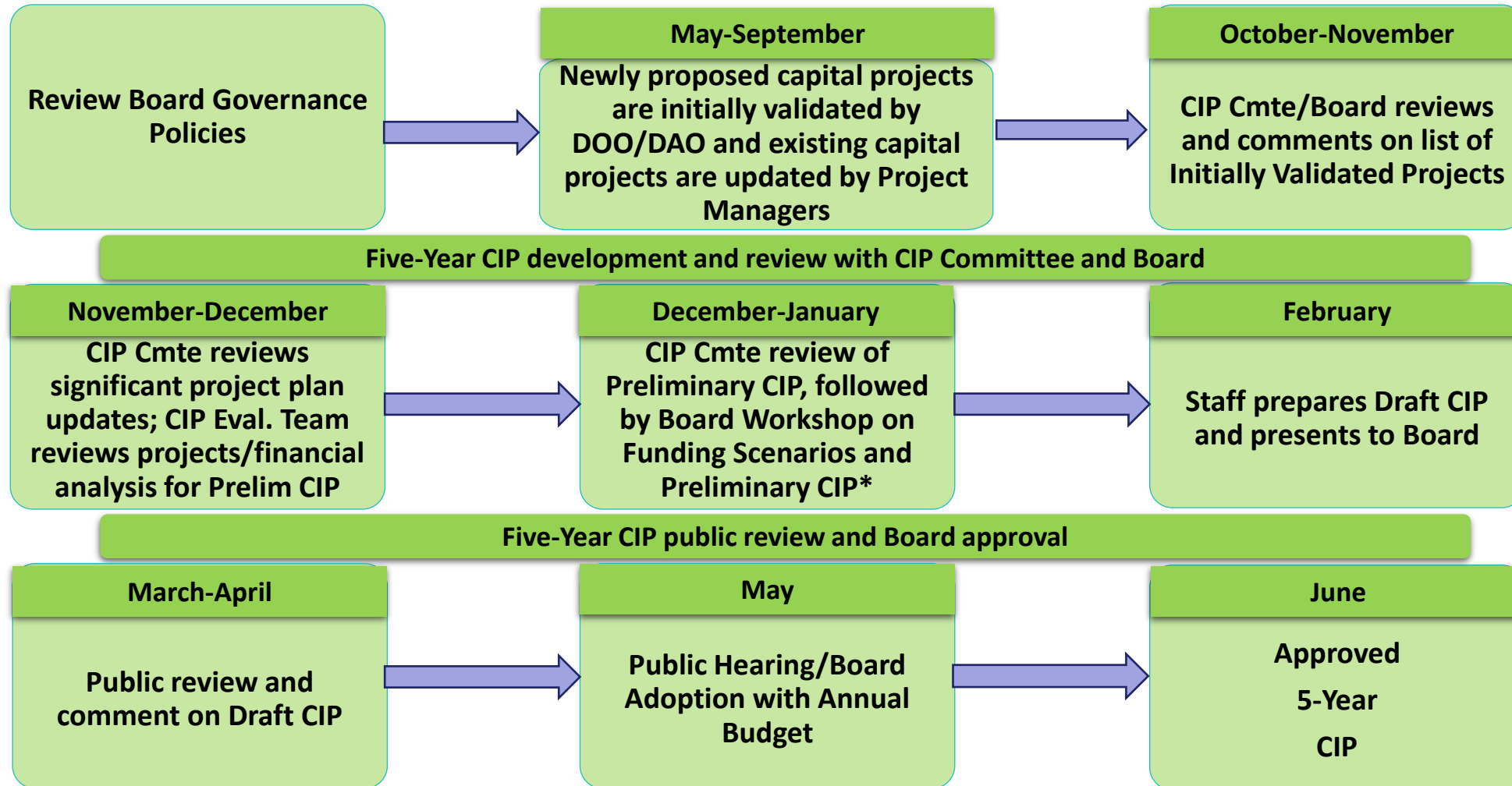
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Capital Improvement Program (CIP) Annual Process Overview

Annual CIP Process Overview

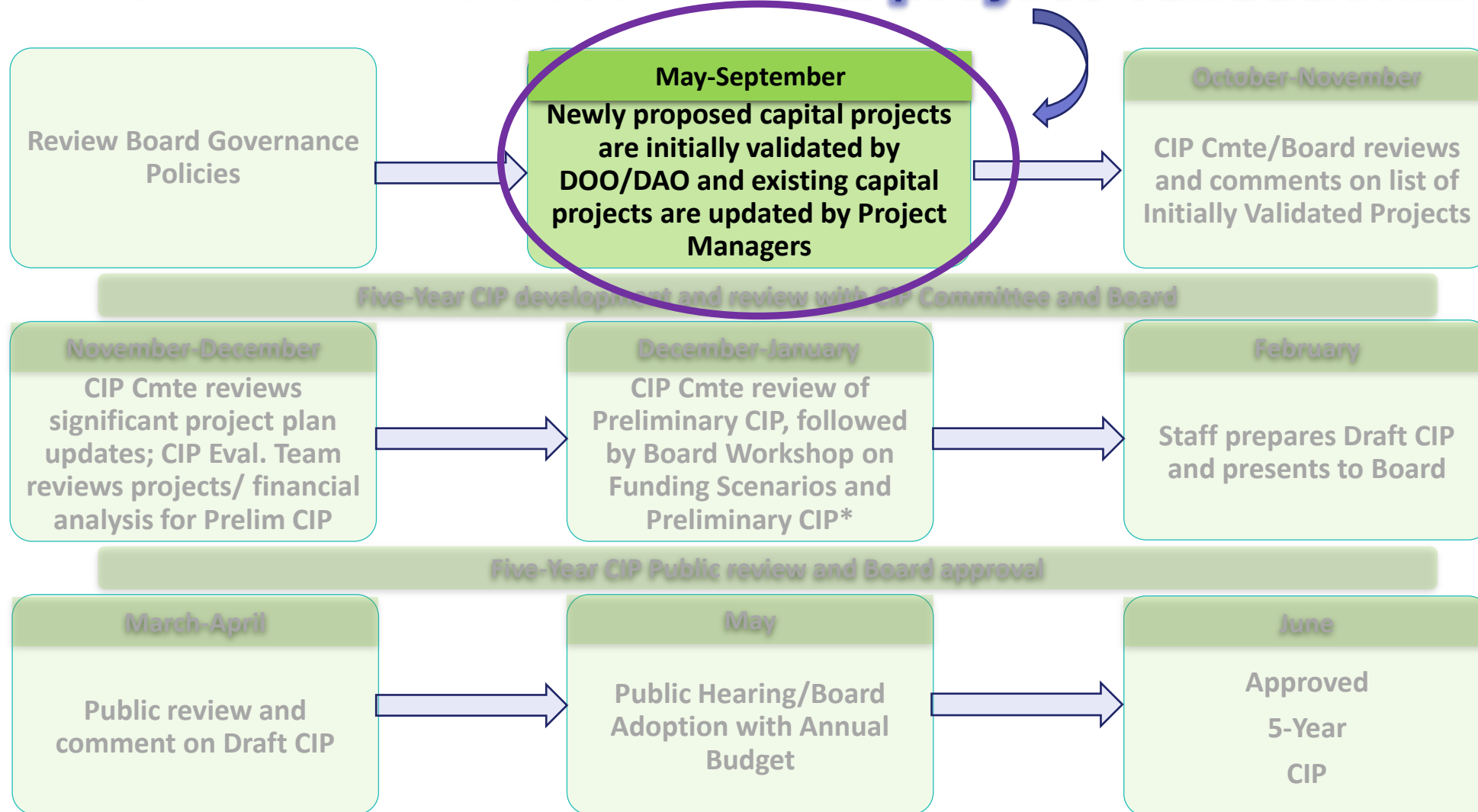
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Annual CIP Process Overview

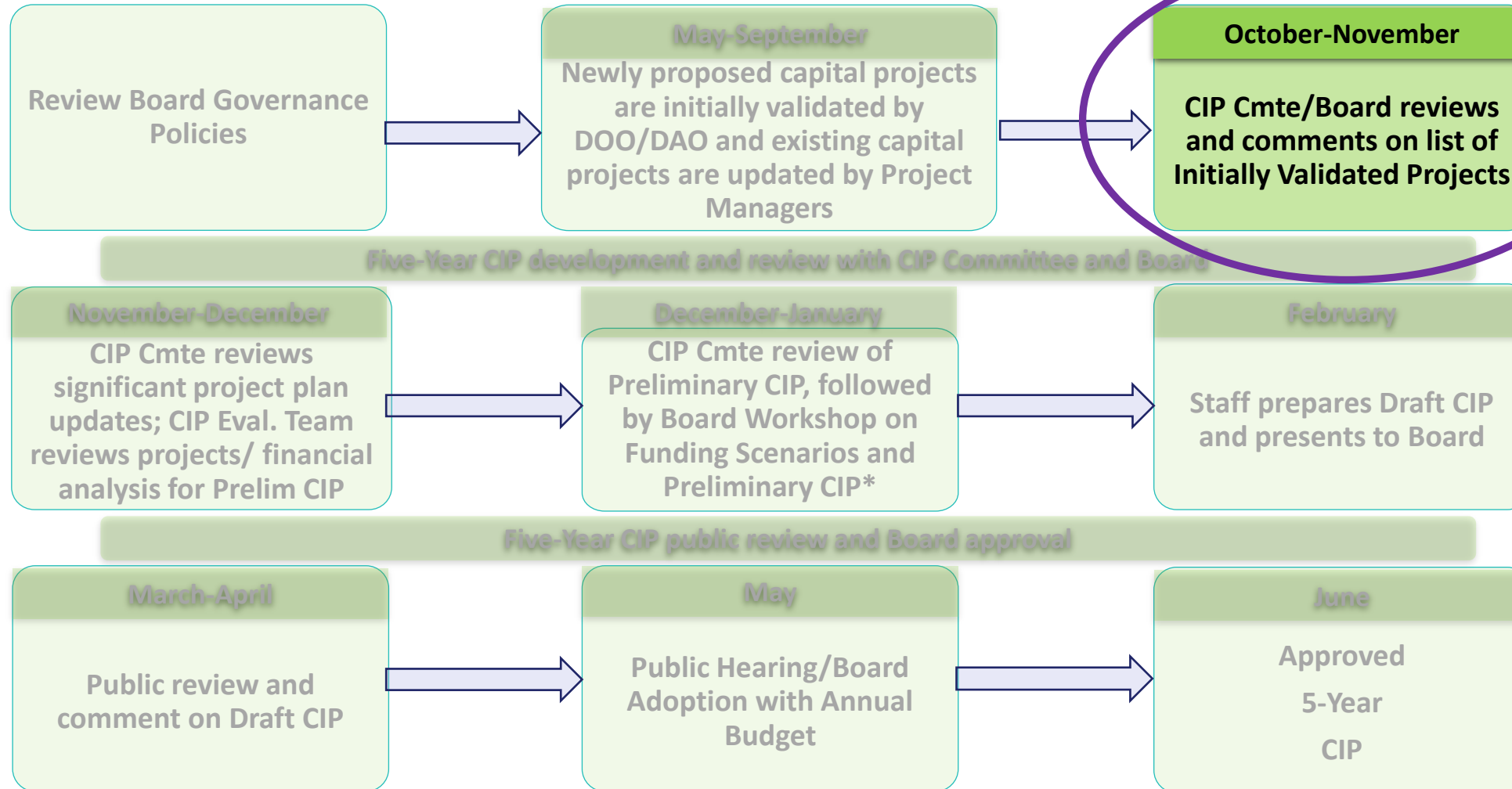
Initial project Validation...

3



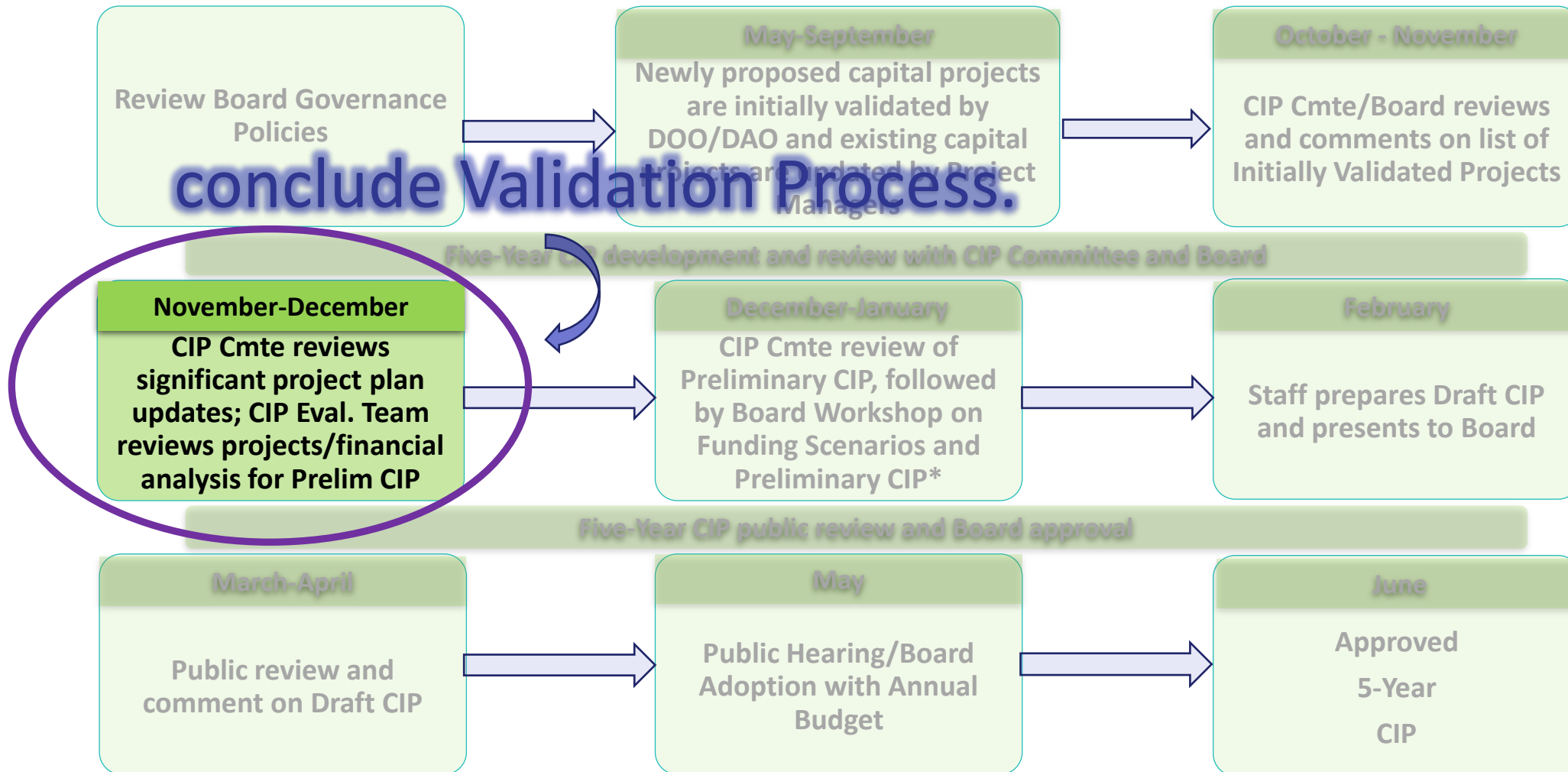
Annual CIP Process Overview

...Board comment...
4



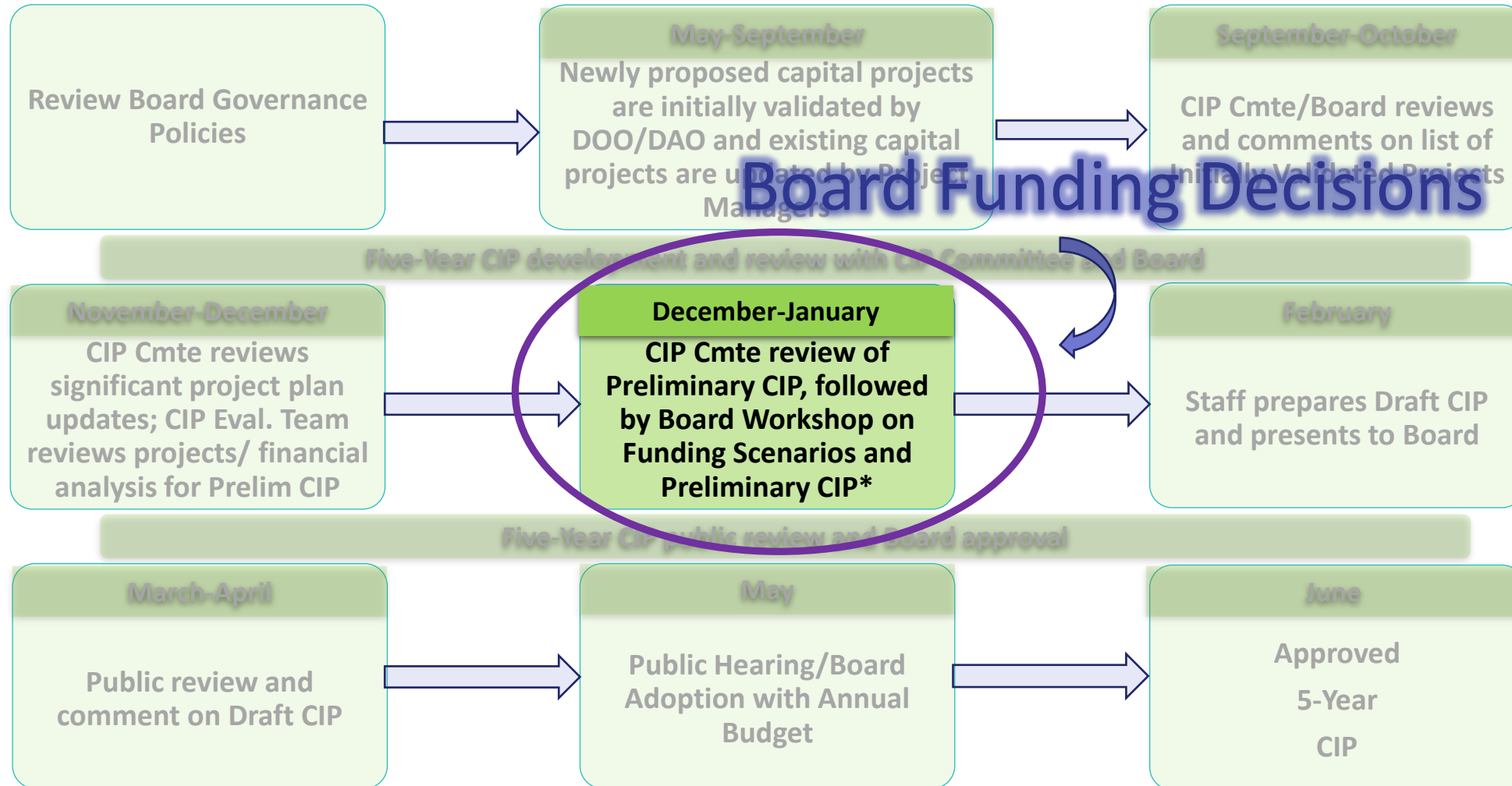
Annual CIP Process Overview

5



Annual CIP Process Overview

6



Integrated Financial Planning Schedule

VALLEY WATER FINANCIAL PLANNING SCHEDULE

Budget
Water Rates
CIP

WU/WS O&M 5-Yr Plans
WSS/SCW Fund Analysis
All Other/Combined

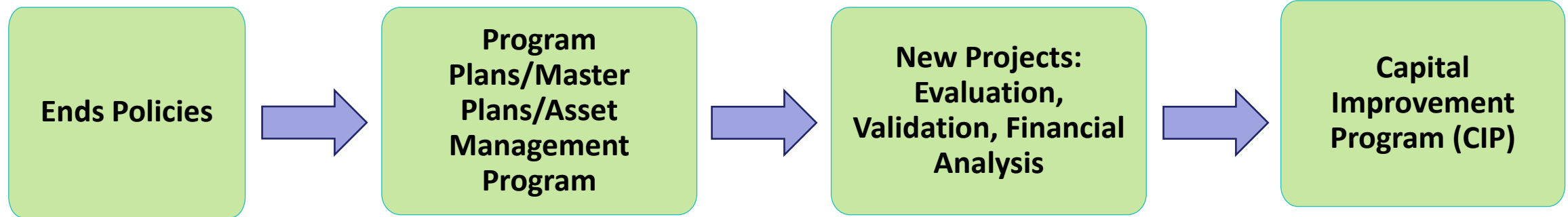
Ref	Internal Date	Brd Cmte Date	Brd Mtg Date	Milestone
1	8/30/21			Kick off Long-Term Operations Cost Forecast process
2	10/1/21			Financial planning discussion with Chiefs #1 (Issues, strategy, schedule, reorgs, headcount, Board concerns, big projects) and CIP Discussion Re: Significant Project Plan Updates and Newly Validated, Unfunded Projects
3		10/18/21 CIP		Overview of Annual CIP Process and Integrated Financial Planning Calendar & Review list of Newly Validated, Unfunded Capital Projects
4			10/26/21	Biennial budget update BAM
5	10/29/21			Financial planning discussion with Chiefs #2 - Review CIP Significant Project Plan Updates (IF NECESSARY - Issues, strategy, schedule, reorgs, headcount, Board concerns, big projects)
6	11/2/21			Internal Budget Kickoff meeting
7	11/5/21		11/9/21	CIP data (data-details) to FP (CN & JA) for Long Term Financial Modeling
8		11/15/21 CIP		Overview of Annual CIP Process and Integrated Financial Planning Calendar & Review list of Newly Validated, Unfunded Capital Projects
9	11/18/21			CIP Committee Presentation on Significant Project Plan Updates
10			11/23/21	CIP Evaluation Team (Deputy/Chiefs/ACEO/CEO) reviews preliminary financial models and recommends projects to be funded in FY23-27 CIP
				Water Rate Planning BAM
11	12/3/21			CEO/Chiefs set operations budget targets by fund
12		12/13/21 CIP		CIP Committee Presentation: Preliminary CIP funding discussion w/ financial modeling & major changes vs FY 22-26 CIP and discuss need for
13			12/14/21	Board Workshop prior to presentation of Prelim CIP
				Budget Process Planning BAM
14			1/3-1/7/22	TENTATIVE Special Brd Mtg: Multi-day Workshop on CIP Funding Scenarios based upon significant changes to prior CIP (Review scenarios and CIP Committee Recommendations)
15			1/11/22	Present 5-Year WS and WU O&M Plans to Brd (for information only) Watersheds prelim 10 year financial analysis BAM (show prelim WSS and SCW fund graphs and discuss funding issues) Prelim Water Rate Analysis BAM (Prelim water rate scenarios) Prelim CIP BAM (Approve Project List and Prelim CIP)
16			1/25/22	1st pass budget update BAM
17	2/2/22			CEO decision on water rate recommendation for PAWS report [Critical Path]
18	2/3/22			Chiefs review of unfunded needs
19			2/22/22	Draft CIP BAM (Authorize to distribute for public review)
20	2/25/22			File PAWS report & mail well owner notices
21			3/8/21	2nd pass budget update BAM
22			4/12/22	GW charge public hearings begin CIP Public hearing begin (or this could happen on 4/26)
23			4/14/22	GW charge public hearing in South County (Gilroy)
24			4/26/22	GW charge public hearings close
25			4/27/22	Budget Workstudy session
26			5/10/22	Board adoption of Water Rates, CIP, Budget, Investment and Debt Resolutions (w/Final CIP and Budget Reports completed by 6/30/2022)
27			6/30/22	FY23 rate notifications: website and mailers (retailers and all customers)

Combined
Presentation like
prior year

FY22 Unfunded Projects Recommended for Removal/Revalidation

Project Name	Total Project Cost (In \$ thousands)	Remaining Cost (FY23 to completion) (In \$ thousands)	Phase	Notes
Unfunded Projects Recommended for Removal in FY22				
Dam Seismic Retrofit at 2 Dams (Chesbro & Uvas)	\$7.5M	\$7.5M	N/A	Staff recommends removal of this project from the unfunded list in FY22 for revalidation. Last business case/project proposal update was pre-2012.
So. County Recycled Water Reservoir Expansion	\$10.2M	\$10.2M	N/A	Staff recommends removal of this project from the unfunded list in FY22 for revalidation. Last business case/project proposal update was 9/2016.
Alamitos Diversion Dam Improvements	\$4.2M	\$3.4M	N/A	Staff recommends removal of this project from the unfunded list in FY22 for revalidation. Last business case/project proposal update was 7/2012.
Fleet and Facility Annex Improvements	\$6.4M	\$6.4M	N/A	Staff recommends removal of this project from the unfunded list in FY22 for revalidation. The project team plans to re-submit the Validation package in next year's cycle. The last Business case/project proposal was 10/2012.
Total:	\$28.3M	\$27.5M	N/A	

Drivers for New Capital Projects:



FY23 Initially Validated and Currently Unfunded Projects

Project Name	Total Project Cost (In \$ thousands)	Remaining Cost (FY23 to completion) (In \$ thousands)	Phase	Notes
FY23 Initially Validated Projects (Proposed for Addition to Unfunded List)				
South Babb Flood Mitigation Project	\$1.3M	\$1.3M	N/A	All initially validated projects TPC's are approximate (no Capital Project Plan developed, only Business Case and Request form submitted).
South Babb Flood Protection Project	\$12.0M	\$12.0M	N/A	
San Tomas Aquino Project	\$35.0M	\$35.0M	N/A	
Randol Creek Levee Rehab Project	\$2.0M	\$2.0M	N/A	
CPP Isolation Valves & Actuators Replacement Project	\$3.2M	\$3.2M	N/A	
Tepid Water System for Emergency Shower/Eyewash Stations at WTPs	\$2.8M	\$2.8M		
Security Upgrades and Enhancements	\$14.0M	\$14.0M	N/A	
Currently Unfunded Projects				
Long-Term Purified Water Program Elements	\$190.5M	\$190.5M	N/A	Recommended to REMAIN on the unfunded list - for Phase 2 EPWP (with City of Sunnyvale).
RWTP Ammonia Storage & Metering Facility Upgrade	\$5.8M	\$5.8M	N/A	Recommended to REMAIN on the unfunded list. Business case/project proposal 9/2019 for last year’s CIP.
Total:	\$266.6M	\$266.6M	N/A	



Valley Water

Clean Water • Healthy Environment • Flood Protection

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Santa Clara Valley Water District

File No.: 21-1230

Agenda Date: 11/9/2021

Item No.: *7.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Report of Bids Received and Award of Construction Contract to Garney Pacific, Inc., in the Sum of \$12,867,059, for the Cross Valley Pipeline Extension Project, as Part of the Anderson Dam Seismic Retrofit Project, Project No. 91864005, Contract No. C0676 (Morgan Hill, Santa Clara County) (District 1).

RECOMMENDATION:

- A. Ratify Addenda No. 1, 2, 3, 4 and 5 to the Contract Documents for the Cross Valley Pipeline Extension Project;
- B. Award the Contract to Garney Pacific Construction, Inc in the sum of \$12,867,059; and
- C. Approve a contingency sum of \$1,930,059 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

SUMMARY:

Background and Project Description

Santa Clara Valley Water District (Valley Water) is undertaking the Anderson Dam Seismic Retrofit Project (ADSRP) Federal Energy Regulatory Commission Order Compliance Project (FOCP) as a result of the February 20, 2020 directive from the Federal Energy Regulatory Commission (FERC) to implement interim risk reduction measures at Anderson Dam. One of those measures is the Cross Valley Pipeline Extension Project (CVPEP).

The CVPEP entails constructing a new pipeline to convey imported water from the Cross Valley Pipeline to Coyote Creek to supplement flows during the construction of the ADSRP downstream of Ogier Ponds. The Project scope includes constructing an outfall, which will include an energy dissipator, and making creek bank improvements.

The completed improvements will consist of a 36-inch diameter, approximately 7,100-foot-long pipeline, which will release average flows of 30 cubic feet per second (CFS) during the dry season to ensure the continued recharge of the groundwater. The outfall will include an energy dissipation structure to reduce flow velocities and convey water onto a rock slope protection apron (cascade). The cascade will encourage flow-spreading and further reduce water velocity while also stabilizing the banks and inhibiting fish from entering the energy dissipation structure. Lastly, the outfall will also include a bank rehabilitation zone downstream of the cascade.

Addenda Ratification

Five addenda (Attachment 1) were issued during the bid period to clarify the Project Contract Documents. To formally incorporate the addenda into the Project Contract Documents, staff recommends that the Board ratify the addenda.

Contract Award

A report of bids received at the bid opening for the Project on September 22, 2021 is summarized in Table 1. The Apparent Low Bid was submitted by Garney Pacific, Inc.

The bid submitted by Garney Pacific, Inc. is approximately 8.6% lower than the Engineer's Estimate of \$14,083,190. Industry publications of cost data that design engineers rely on to develop construction cost estimates are based on very stable economic environment, but the current COVID-19 environment has made cost estimating very difficult and unpredictable.

Staff recommends the Board award the contract to Garney Pacific, Inc. as the responsible bidder, submitting the lowest responsive bid.

Staff reviewed the bid proposals and recommends that the construction contract for the Project be awarded to Garney Pacific, Inc. for the following reasons:

1. All bid entries and requirements in the proposal submitted by Garney Pacific, Inc. are in order;
2. Garney Pacific, Inc.'s license is current, active, and in good standing; and
3. Garney Pacific, Inc. is in compliance with the requirements of 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 §1725.5 of the Labor Code.

Table 1 - Bid Opening Results		
Company, Location	Bid Amount	Award Amount
Garney Pacific, Inc.	\$12,867,059	\$12,867,059
Mountain Cascade, Inc.	\$12,979,578	
Ranger Pipeline, Inc.	\$13,678,105	
Cratus, Inc	\$13,852,325	
Con-Quest Contractors, Inc.	\$13,949,225	
Steve P. Rados, Inc.	\$15,053,000	
JMB Construction, Inc.	\$16,894,430	
Kiewit Infrastructure West Co.	\$18,564,890	
Mitchell Engineering	\$25,180,834	
Engineer's Estimate: \$14,083,190		

Contingency Funds

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 \$1,930,059 (15% of the contract 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 Cross Valley Pipeline.
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 associated with various bid 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
Assistant Officer	\$250,000
Deputy Operating Officer:	\$500,000
Assistant CEO:	\$1,000,000
CEO:	Up to the Total Amount of the Contingency

Previous Board Actions Related to this Project

On June 23, 2020 the Board approved the CEQA emergency exemption determination for the FOCP; adopted the Resolution approving the Engineer's Report for the FOCP; and approved the Project.

On December 8, 2020, the Board approved a budget adjustment in the amount of \$21 million from the Capital Warranty Services Project No. 95074001 to the Anderson Dam Seismic Retrofit Project No. 91864005.

On July 13, 2021, the Board adopted the plans and specifications and authorized advertisement for bids for the Project.

Outreach to Bidders

The Notice to Bidders was sent to certified Small Business Contractors that have the appropriate license. Chambers of Commerce, plan rooms (Builder Exchanges), and Valley Water's own website were used to solicit interest in the Project work from prospective Contractors. Contractors were contacted through the Building and Construction Trades Council, and contractors were contacted using Valley Water's own Master Contractor Database.

Rights of Way

Valley Water has completed the agreement with Santa Clara County Parks and Recreation Department (SCC) staff on the impacts of the Project to adjacent SCC property. On April 27, 2021, the Valley Water Board of Directors approved an Agreement for Possession and Use (PUA) with SCC affecting the Temporary Easement required for the Project. The PUA will enable Valley Water to take possession of the property for the CVPE.

Valley Water has obtained all necessary Right-of-Way necessary for award; such as a lease agreement with a single property owner, (Parcel No: APN 712-23-041), for temporary construction easement, which will serve as a staging area.

Permits and Environmental Authorizations

Valley Water has obtained all necessary permits and authorizations necessary for award as detailed below.

- Statewide National Pollutant Discharge Elimination System (NPDES) Permit for Drinking Water System Discharges to waters of the U.S.
- United States Army Corps of Engineers (USACE) Individual Permit
- Valley Habitat Plan (a combination Habitat Conservation Plan/Natural Communities Conservation Plan)
- California Department of Fish and Wildlife (CDFW) 1602 Lake or Streambed Alteration Agreement
- State Water Resources Control Board (SWRCB) 401 Water Quality Certification
- County of Santa Clara Conditional Right of Way Clearance
- City of San Jose Encroachment Permit
- Union Pacific Railroad (UPRR) Crossing Permit (3286-97)

The Contractor will be responsible for obtaining all additional permits required by the applicable authorities having jurisdiction for all work to be performed by the Contractor, its sub-subcontractors, material supplier, etc. The Contractor will be required to comply with regulatory requirements. The Contractor is responsible for determining the need for and obtaining the requisite permits.

Next Steps

If the Board awards the contract as recommended, staff will proceed with administering the Project construction which is anticipated to begin in November 2021 and be completed by the end of August 2022.

FINANCIAL IMPACT:

The Anderson Dam Seismic Retrofit Project is included in the Five-Year 2022-26 Capital Improvement Program (CIP) and in the Board-adopted FY22 Budget. The total cost for the proposed Construction Contract, including the change order contingency sum of \$1,930,059, is \$14,797,118, which does not change the overall total project cost reflected in the FY 2022-26 CIP. There is sufficient funding in the FY 2021-22 Budget to encumber the construction contract.

The Project is funded by a combination of Safe, Clean Water & Natural Flood Protection Program (Fund 26) at roughly 10%, and Water Utility (Fund 61) at roughly 90%. The portion funded by the Water Utility is allocated 82.1% to Zone W-2 (North County), 9.8% to Zone W-7 (South County Coyote Valley), and 8.1% to Zone W-5 (South County Llagas Basin).

CEQA:

CEQA provides a statutory exemption for emergency projects, which include specific actions necessary to prevent or mitigate an emergency (Public Resources Code §21080(b)(4) and CEQA Guidelines §15269(c)). After analysis of the facts and applicable law, on June 23, 2020 following a public hearing, the Board determined that the FOCPP, inclusive of the CVPEP measure, qualifies for this emergency exemption. Valley Water filed a Notice of Exemption with the County of Santa Clara Office of the County Clerk-Recorder on June 26, 2020.

ATTACHMENTS:

Attachment 1: Addenda Nos. 1, 2, 3, 4, and 5
Attachment 2: Project Delivery Process Chart
Attachment 3: Map

UNCLASSIFIED MANAGER:

Chris Hakes, 408-630-3796

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A full copy of Addenda Nos. 1-5 can be accessed here: <https://fta.valleywater.org/dl/A2SXChjkNN>



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://pbsystem.planetbids.com/portal/48397/portal-home>.

August 17, 2021

**ADDENDUM NO. 1
TO CONTRACT DOCUMENTS FOR THE
CROSS VALLEY PIPELINE EXTENSION PROJECT
Project No. 91864005 Contract No. C0676
Invitation No. VW0015**

Notice is hereby given to Prospective Bidder that the Contract Documents are modified as hereinafter set forth.

BID DOCUMENTS

1. **REPLACE** Notice to Bidders, No. 1, in its entirety with the following:

- "1. Notice. The Santa Clara Valley Water District offices remain closed to the public until further notice.

Notice is hereby given that electronic Bids (eBids) will be received by the Santa Clara Valley Water District (Valley Water) only on by submitting on a public website through PlanetBids (PB System™) as indicated in Section 2. Santa Clara Valley Water District Vendor Portal, on **Wednesday, September 22, 2021 by 2:00 p.m.**, for furnishing all material and performing all work necessary for construction of Coyote Valley Pipeline Extension Project within the Cities of San Jose and Morgan Hill, California."

2. **REPLACE** Notice to Bidders, No. 17, Item B, in its entirety with the following:

- "B. Original Bidders Bond documents with embossed seal from the Surety must be submitted by the Bidders no later than **5 pm one (1) business day prior to the Bid opening**. The original Bidders Bond documents must be sent to the address indicated below. Non-compliance with result will result in a Bid Proposal being determined non-responsive.

BIDDERS BOND DELIVERY. Bidders are allowed to submit a bid bond by third party carrier or by hand delivery.

- a. **THIRD PARTY CARRIER** such as: FEDEX, UPS, DHL, CA Overnight,

Golden State Overnight, etc. **Any Bidders Bond received after the date stated above will not be considered. Late Bidders Bond will be returned unopened.**

- b. **HAND DELIVERY** shall only be between the hours of 8:00 a.m. to 5:00 pm. on the due date stated above, at the Winfield Warehouse located at 5905 Winfield Boulevard, San Jose, CA 95123. Upon entrance to the gate, turn left towards the warehouse building. Bid Bond shall be delivered at a drop off box, marked "Bid/Submittal Drop Box," located in front of the warehouse entrance door. Bidder's must take a picture using its cellphone showing the "Official Bid Clock" timer as proof of delivery. Bidders must observe all Public Health Officers orders and wear proper face covering when dropping off your Bid Bond. **Any Bidders Bond received after the date stated above will not be considered. Late Bidders Bond will be returned unopened.**

NO DELIVERY WILL BE ACCEPTED VIA USPS (US MAIL). USPS (US Mail) does not deliver to 5905 Winfield Boulevard.

Address the outside delivery envelope as follows:

Santa Clara Valley Water District
Attention: Construction Contracts & Support Unit
C0676 – Cross Valley Pipeline Extension Project
No. 91864005
5905 Winfield Boulevard
San Jose, CA 95123 2428"

3. **REPLACE** Instruction to Bidders, No. 1, BIDDING DEFINITIONS, Proposal, in its entirety with the following:

"Proposal: The Proposal states the price for which the Bidder proposes and agrees to perform the Work. See Proposal and Bid Items on Valley Water's PlanetBids Vendor Portal at: <https://pbsystem.planetbids.com/portal/48397/portal-home>."

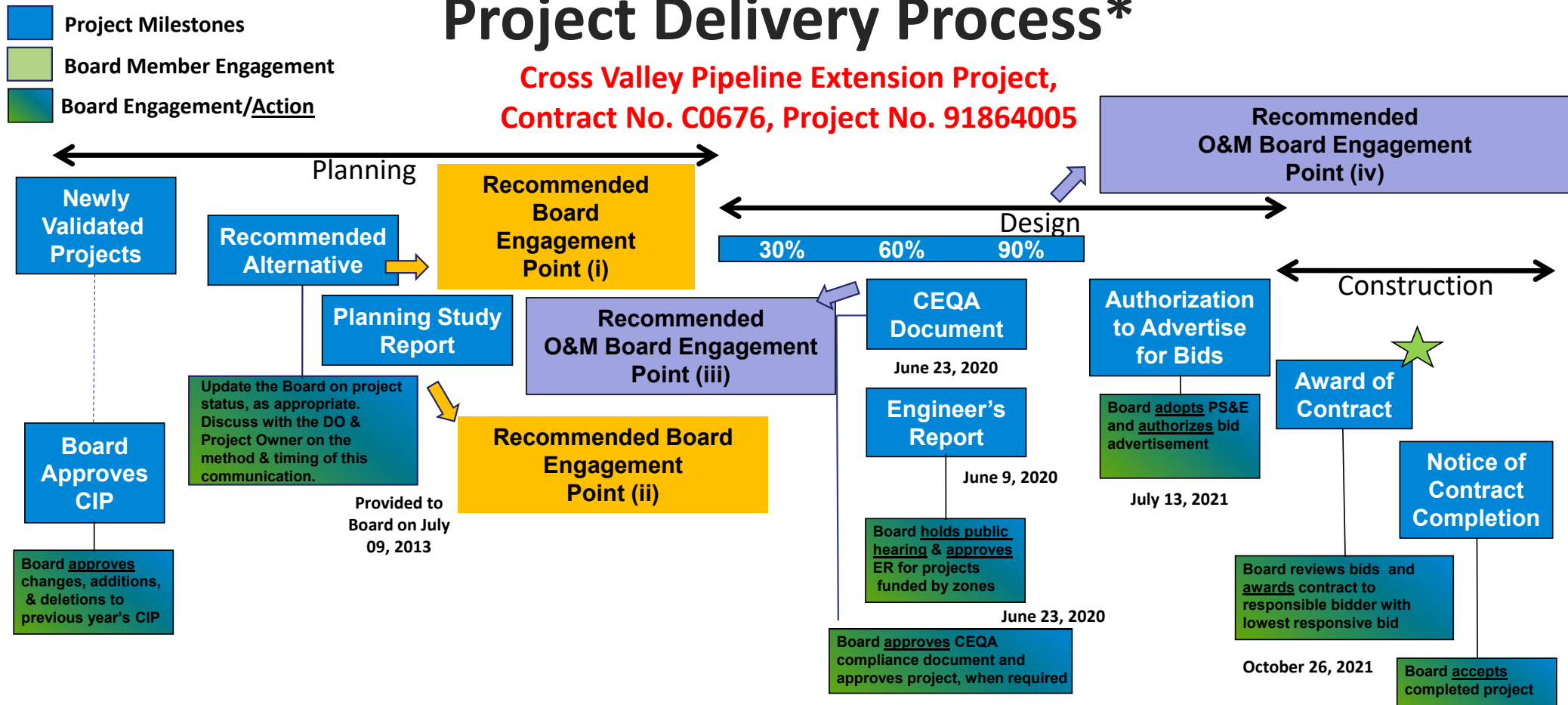
4. **REPLACE** Instruction to Bidders, No. 12, PROPOSAL, Item B, in its entirety with the following:

"B. Payment for the various items listed in the Proposal shall constitute full compensation for furnishing all plant, labor, equipment, appliances, and materials, and performing all operations required to complete all work in conformity with the Contract Documents. All costs for Work not specifically mentioned in the Proposal or within payment clauses shall be included in the Contract prices for the items listed in the Proposal and Bid Items on Valley Water's PlanetBids Vendor Portal at: <https://pbsystem.planetbids.com/portal/48397/portal-home>."

Capital Improvement Program (CIP)

Project Delivery Process*

**Cross Valley Pipeline Extension Project,
Contract No. C0676, Project No. 91864005**



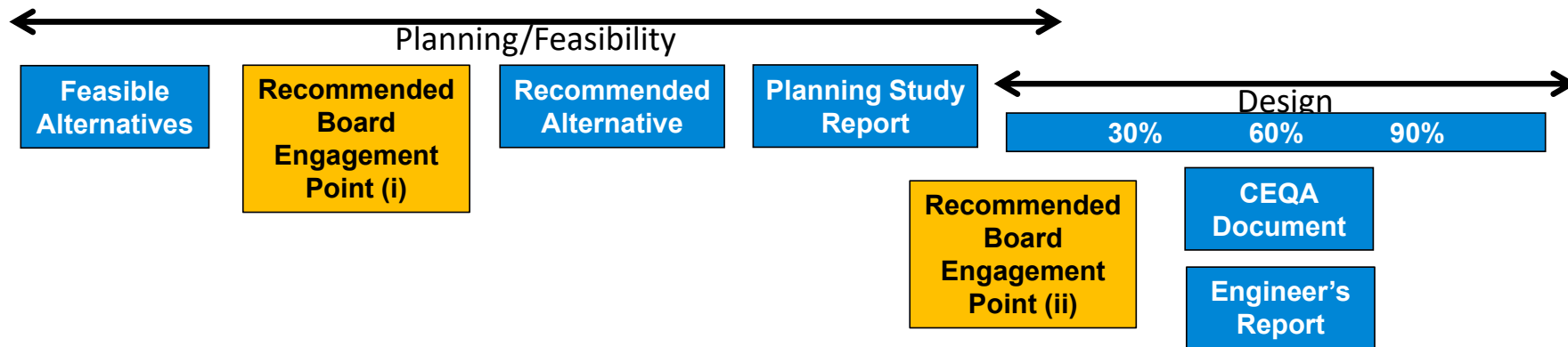
Proposed Board Action(s) requested by this Item.

F-751-093 Project Delivery Process Chart for Board Agenda Items Revision: D Effective Date: 03/15/2021

Capital Improvement Program (CIP) Project Delivery Process*

Board Engagement/Actions

Additional Recommended Points for Board Engagement

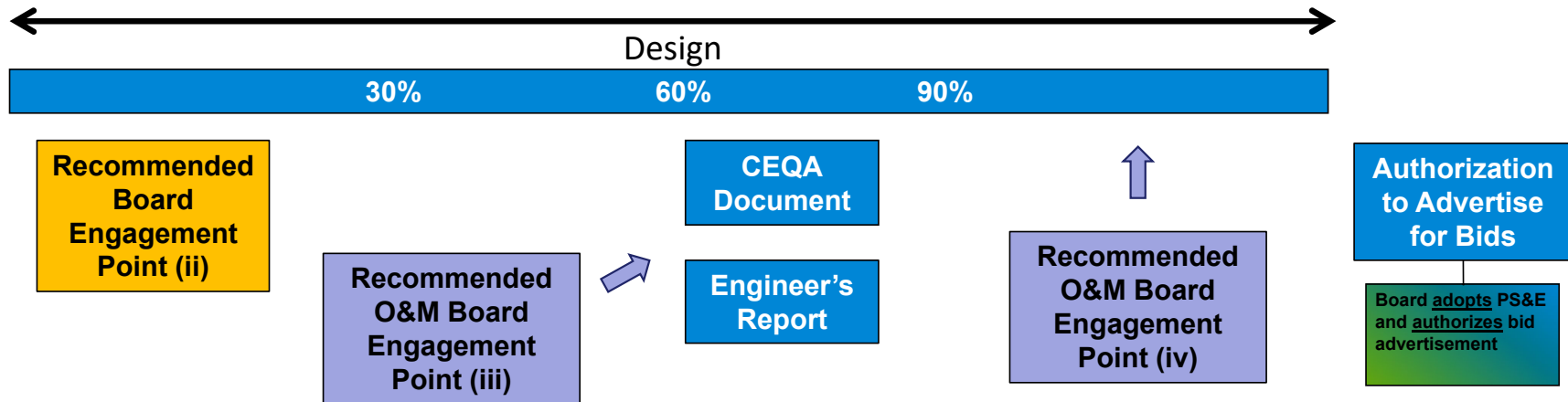


For capital projects with unusually complex fiscal, jurisdictional, environmental, or community considerations:

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

Capital Improvement Program (CIP) Project Delivery Process*

Additional Recommended Points for O&M Engagement
DRAFT – For Discussion Purposes Only



For all capital projects:

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

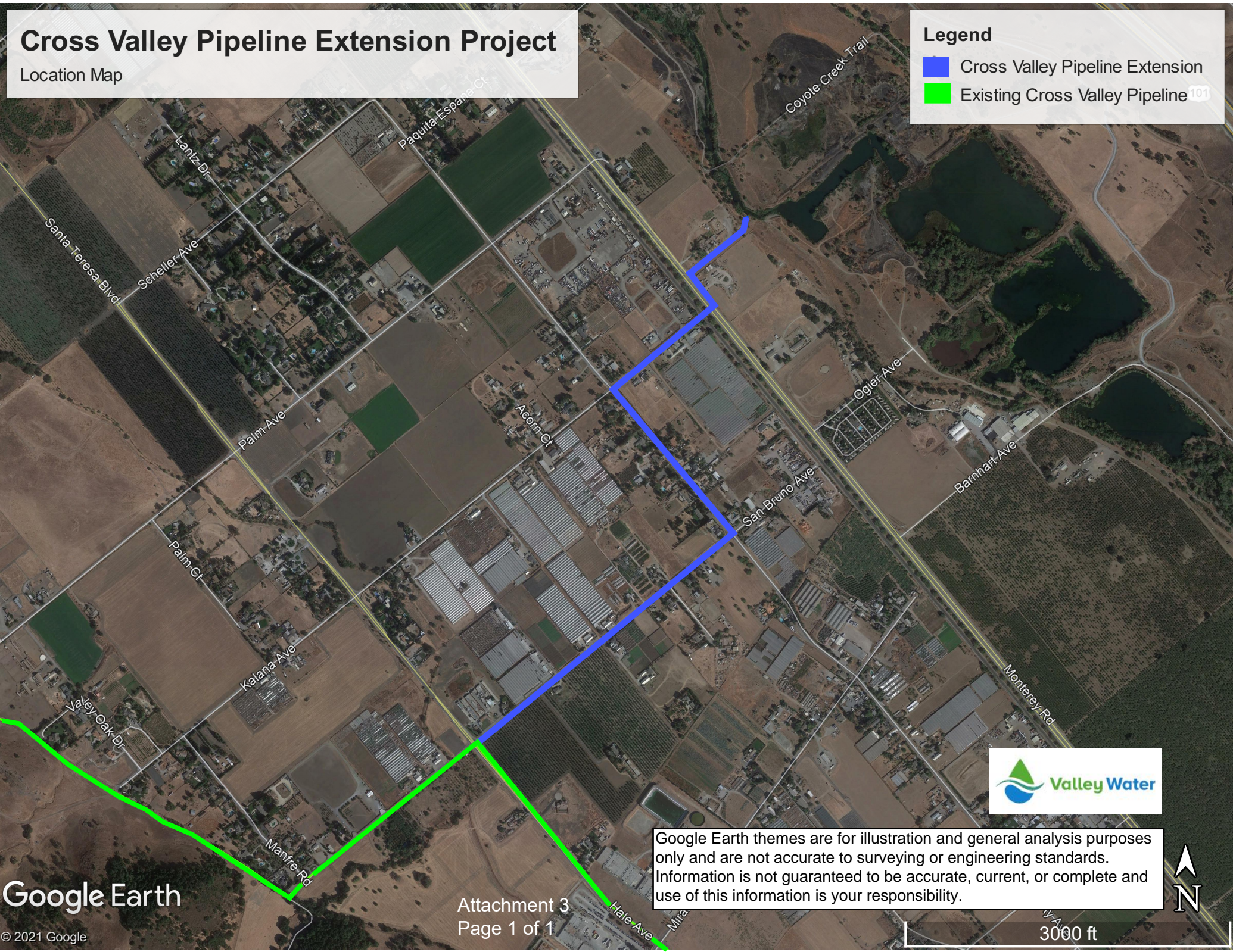
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Cross Valley Pipeline Extension Project

Location Map

Legend

- █ Cross Valley Pipeline Extension
- █ Existing Cross Valley Pipeline



Google Earth

© 2021 Google

Attachment 3
Page 1 of 1

Google Earth 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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Santa Clara Valley Water District

File No.: 21-1214

Agenda Date: 11/9/2021
Item No.: *9.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

CEO and Chiefs' Report.

ATTACHMENTS:

*Handout 9.1-A: Office of Racial Equity, Diversity & Inclusion

*Handout 9.1-B: Office of Communications Activities

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SUMMARY FOR FY 2021-22, FIRST QUARTER Office of Racial Equity, Diversity & Inclusion



EDUCATIONAL EVENTS

Cultural Speaker Panel Series on African American Community Issues

Earlier this year, the Office of Racial Equity, Diversity & Inclusion (REDI) launched a series of cultural speaker panels to promote understanding and learning of current cultural and community issues. This quarter, REDI collaborated with the Association of Black Employees (ABE) Employee Resource Group (ERG) to host a panel centered around community issues affecting the African American community. During this session, community leaders engaged in a discussion on health equity, criminal justice legislation, voting restrictions, intersectionality, and what it means to be a good ally to the African American community. There were 83 attendees for the virtual event.



This panel featured four prominent community members to discuss pressing issues facing the community.

RESOLUTIONS

This quarter, Valley Water's Board of Directors adopted the following resolutions:

- The Board adopted the Resolution Affirming Support for Voting Rights for All at the August 10, 2021 Board meeting. The resolution recognizes that there are national impediments to voting rights, and that voting rights for ballot measures impact the residents of Santa Clara County.
- The Board adopted a Resolution from the Organization for Latino Affairs (OLA) ERG recognizing Hispanic Heritage Month at the September 15, 2021 Board meeting.

DIVERSITY, EQUITY, AND INCLUSION (DEI) TRAINING FOR VALLEY WATER STAFF

The Office of REDI has collaborated with Human Resources to offer required training for all staff on "Diversity Uncovered and Unconscious Bias." This training provides awareness-building to

Office of REDI's Cultural Speaker Panel Series Presents:

A discussion about difficult conversations on racism, health, and voting rights affecting the African American Community.

You're invited to join us on:
Thursday, August 5
Noon to 1 p.m.

[Click to Join on Zoom](#)

Dial in: 1(669) 900-9128



Office of Racial Equity,
Diversity and Inclusion (REDI)

MODERATOR



Reverend Raymond Montgomery
Executive Director of People Acting in Community Together (PACT)

PANELISTS:



Viera Whye
Diversity & Inclusion HR Specialist, Intel & Artistic Director, Tabla African American Theatre Ensemble



James Harrison
Licensed Clinical Social Worker & CEO, Courageous Healing Collective



Reverend Jethroe Moore II
Former President of San Jose-Silicon Valley National Association for the Advancement of Colored People (NAACP)

REDI hosted its second Cultural Speaker Series focused on challenges that the African American community faces.

uncover conscious and unconscious biases and teaches how to use tools to interrupt stereotypes, microaggressions, and implicit bias, and includes discussions of topics related to race, age, and gender. The first cohort of training provided for all managers and supervisors included components related to “Inclusive Leadership” and how diversity, equity, and inclusion relates to participants’ roles as leaders at Valley Water. The training held on July 20, 2021 was attended by 33 staff, with additional training sessions taking place this fall.



EMPLOYEE RESOURCE GROUP (ERG) EVENTS

The Office of REDI guides, supports, and collaborates with all of Valley Water’s ERGs to help them achieve their respective missions to enhance the experience of their members.

Organization of Latino Affairs (OLA) - Hispanic Heritage Month Events (Sept. 23 and 28):

On September 23, 2021, OLA held an event for Hispanic Heritage Month “The Origin of Latin American Foods,” with 25 attendees. On September 28, 2021, OLA hosted the event “Hispanic Contributions in Science,” with 25 attendees.



Activities Celebrating Hispanic Heritage Month from the Organization for Latino Affairs (OLA) Employee Resource Group.

Network and Activities for Parents (NAP), Back-to-School Event and Clothing Exchange

Valley Water’s Network and Activities for Parents (NAP) ERG hosted a clothing exchange in celebration of the new school year. Staff participated by exchanging their family’s outgrown clothing. The event was held on August 18, 2021 with 8 attendees.

NAP’s Back-to-School Clothing Exchange

Kids outgrown their clothes?
Need new clothes for school?
Closets full and in need of a purge?
Join us for a Back-to-School Clothing Exchange!

Date: August 18, 2021
Time: 10 am to 4 pm
Location: Room A143

Drop-Off: Donations for TK-12 can be dropped off at Room A143 from 8 - 10 am on August 18, 2021

Shop: Swing by and browse the available items. Bring your own bag and take what you need.

Donate your used, good condition clothes. Everyone who donates items will be placed in a drawing to receive one of ten \$25 gift cards!

Leftover items will be donated.

Questions? Contact Andrew Chafer, Amy Lazzini or Lisa Brancatelli

Back to School Clothing Exchange hosted by the Network and Activities for Parents (NAP) Employee Resource Group.

Looking Ahead:

Educational Events

- Environmental Justice: Lunch and Learn event on October 19, 2021
- Cultural Speaker Series event on the Hispanic/Latinx community on October 28, 2021

Trainings

- Diversity Uncovered/Unconscious Bias Training on October 21, 2021

Resolutions

- Resolution Declaring November 2021 as Native American Heritage Month will be presented at the November 9, 2021 Board meeting
- Resolution Declaring Nov. 14-20, 2021 United Against Hate Week will be presented at the November 9, 2021 Board meeting

SUMMARY FOR OCTOBER 2021 Office of Communications Activities



DROUGHT AND CONSERVATION OUTREACH



Chair Tony Estremera conveying our water conservation message in an Imagine a Day Without Water video.

During the month of October, staff continued to use several outreach tools to raise awareness of the extreme drought emergency and the need to reduce water use in Santa Clara County. Chair Estremera was featured in the annual “Imagine a Day Without Water” video and emphasized water conservation for our communities during this extreme drought. Chair Estremera also highlighted Valley Water’s effort to expand our county’s use of advanced purified water.

Staff also prepared two Nextdoor posts for all Board members, with the first emphasizing that despite the atmospheric river storm in October, Santa Clara County remains in a drought emergency. The post also provided information on Valley Water’s effort to expand the use of purified water in Santa Clara County and included links to watersavings.org, our Get Flood Ready page and the Purified Water Project page. The second post invited the public to request a Speakers Bureau presentation on the drought and conservation.

Staff continued to utilize social media platforms to emphasize water conservation, with reminders to reduce watering during fall and continuing to promote our various social media conservation campaigns.

COYOTE CREEK FLOOD PROTECTION PROJECT PUBLIC MEETINGS

On Oct. 7, 13, and 14, Valley Water hosted public meetings at three parks in San Jose to update community members and gather their feedback on the park elements

of the proposed preferred alternatives for the Coyote Creek Flood Protection Project.

Chair Estremera provided opening remarks at the first meeting, held at Rocksprings Park/Coyote Meadows. Director Keegan provided opening remarks at the Selma Olinder/William Street Park and the Watson Park meetings. The public meeting series attracted a total of 88 in-person attendees and 26 participants joining via Facebook Live.

Valley Water staff responded to questions related to berm heights and locations, creek maintenance, property ownership, preservation of existing trees, and future maintenance of the completed project. Staff from the City of San Jose’s Parks, Recreation, and Neighborhood Services also attended each of the meetings and responded to inquiries related to city efforts.

MEDIA, COMMUNICATIONS AND SOCIAL MEDIA

Valley Water received 598 media mentions in October due to the first big storm of the season, the continuing drought, call for more water conservation and the latest water supply outlook.

Staff responded to media inquiries on the following topics:

- The San Francisco Bay Shoreline Project, sea level rise and the impacts on Alviso, infrastructure and businesses.
- The October atmospheric river storm; we’re still in a drought emergency despite the rain and the need for conservation.
- Valley Water’s preparations for the atmospheric river storm.
- San Jose Water Company’s proposed drought surcharges .
- The water use numbers from August.

Staff wrote and posted four stories and board columns on valleywaternews.org on the following subjects:

- Photo slideshow: Valley Water performs annual work in creeks for flood protection
- An Olympic sized California Coastal Cleanup Day
- Saratoga’s water supply comes from groundwater and imported supplies
- Valley Water Board of Directors adopts plan to address climate change

Staff continued to support board members in the Speakers Bureau for drought and conservation presentations. Valley Water gave four presentations to the community in October.

Staff continued to produce and lead the monthly Town Halls to provide employees with updates and bring awareness of resources, engagement opportunities, and other relevant items. Staff also supported the Emergency Operations Center activation with a variety of communications and outreach efforts.

Staff prepared Nextdoor messages for board members on the following topics:

- Valley Water to drill for soil samples near Alviso Marina
- Why are our recharge ponds dry?
- Neighborhood input on the proposed flood protection elements at Rocksprings and Coyote Meadows on Oct. 7
- Valley Water Board to discuss Public Trails on Valley Water Lands: Draft Policy Criteria and Guidance recommendations
- Take a virtual tour of the Silicon Valley Advanced Water Purification Center to discover the drought solution
- Valley Water to drill for soil samples to protect levees in Palo Alto Baylands Nature Preserve
- Valley Water set for second phase of pipeline work at Santa Teresa Water Treatment Plant
- Celebrating our California Coastal Cleanup Day Volunteers
- Valley Water's October Newsletter
- Oct. 20 Drop-In Vaccination Clinic at Valley Water HQ Cancelled
- It's great to see rain, but Santa Clara County remains in a drought emergency
- Wild pigs near Anderson Reservoir
- Schedule a Valley Water presentation today to learn more about the drought and ways to save water
- Where does Saratoga get its water?

Statistics for Facebook, Twitter, valleywaternews.org blog, video, and eNews are below. Impressions are the number of times a post is displayed in a newsfeed, Twitter stream, etc. Engagement is the number of times a user interacts with a post, such as a retweet, click, and more.

f 2,727,810 impressions 32,573 engagements 7,883 message clicks	 18,915 impressions 411 engagements 63 link clicks	 Valleywaternews Blog 24,031 views 2,821 visitors
 507,920 video views 21 videos posted	 240,326 impressions 207 engagements	 October e-Newsletter 35% open rate 4% click through rate

INTERNAL COMMUNICATIONS

Working with HR and Workforce Development staff, the Internal Communications team is preparing to launch a new employee recognition tool called "Kudos." The online Kudos portal will make it easy to thank and recognize our employees, both peer-to-peer and manager to staff.

Also in October, in addition to the 39th Employee Virtual Town Hall, Internal Communications sent out 16 all user emails and the News You Can Use twice each week.

COMMUNITY OUTREACH

Lower Silver Creek Letter of Map Revision (LOMR) -

Valley Water staff is coordinating with the City of San Jose and Santa Clara County to send a letter to property owners informing them of the change in flood zone designation for their property. Staff is also developing a project webpage with materials and information on how property owners can begin the process to have their flood insurance requirement removed by their lender.

GRAPHICS SERVICES

Staff completed a total of 53 graphic case requests.



3 rebranding items created or updated



7 drought-related materials supported



4 public notice and newspaper advertisement created



8 internal materials created and supported



7 signage created



8 publications created and supported



5 mailer, event and outreach materials created



4 digital graphics supported



5 Coyote Creek materials created



2 Employee Service Awards materials supported

Upcoming activities

Virtual public meetings on Surface Water Program on November 16 and 18, 2021.

Watersheds - Operations and Maintenance Report

October 9th – October 22nd, 2021

Projects and Permit Process Status

This report provides a holistic view of Watersheds O&M Division operations, including stream Maintenance Program (SMP) activities and work underway or performed on both Water Utility Facilities and other maintenance activities that are not permitted under SMP.

As required under the Stream Maintenance Program permitting, Valley Water submitted its annual Notice of Proposed Work (NPW) on April 15, 2021. As of July 29, 2021, complete agency approvals have been received for 28 bank stabilization, sediment removal and animal damage management projects and 104 vegetation management projects.

Schedule extensions were requested and granted by the relevant regulatory agencies to allow Valley Water to work past the October 15th in channel work season. In response to the recent storm activity, most in-channel construction activities have now concluded.

Work Status: The following includes select projects and work activities either completed and/or ongoing during this reporting period.

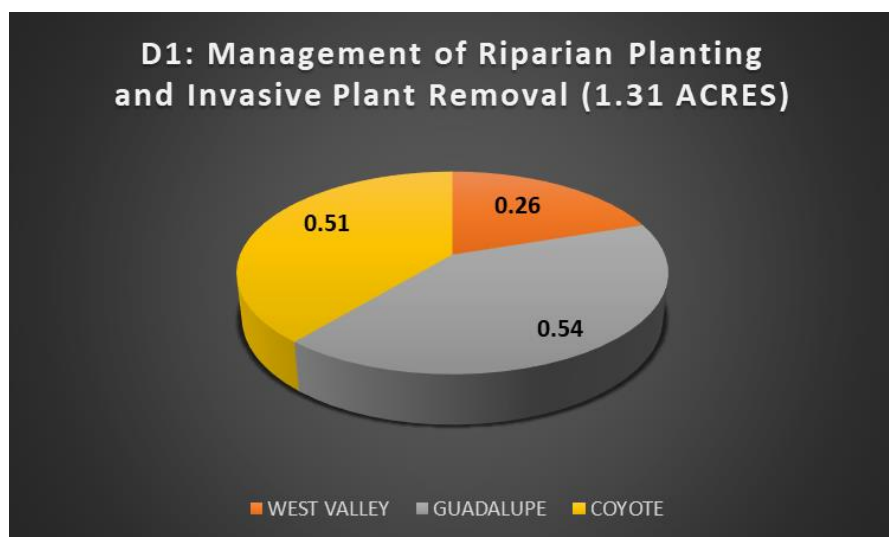
WORK TYPE	LOCATION	MUNICIPALITY	DISTRICT (DIRECTOR)	STATUS
Sediment removal	San Tomas Aquino Creek, from Agnew Road to Mission College Boulevard	Santa Clara	3 (Santos)	Completed 10/15/21
Bank (levee) protection – rodent control	Guadalupe River upstream of Gold Street	San Jose	3 (Santos)	Completed 10/15/21 (started 10/13/21)
Sediment removal	Permanente Creek upstream of Eastwood Drive	Los Altos	7 (Kremen)	Completed 10/19/21 (started 10/12/21)
Bank protection	*Saratoga Creek upstream of Pruneridge Avenue	Santa Clara	5 (Hsueh)	Completed 10/22/21

October 9th – October 22nd, 2021

Bank protection	*Lower Penitencia Creek at Great Mall Parkway	Milpitas	3 (Santos)	Ongoing; started 07/06/21
Sediment removal	*San Tomas Aquino Creek, from Great America Parkway to Tasman Drive	Santa Clara	3 (Santos)	Completed 10/22/21
Bank protection	*Thompson Creek at Everdale Drive	San Jose	1 (Varela)	Ongoing; started 09/28/21
Log Boom Winch Installation	Anderson Dam	County	1 (Varela)	Ongoing; started 04/15/21
Culvert replacements	CFI/CFO (Santa Clara Conduit)	San Benito County	N/A	Completed 10/22/21

* Additional winterization work is being conducted at some of the project sites following the 10/24/2021 storm event

Safe Clean Water Priority D1: Management of Riparian Planting and Invasive Plant Removal



1. Maintain a minimum of 300 acres of riparian planting projects annually to meet regulatory requirements and conditions.

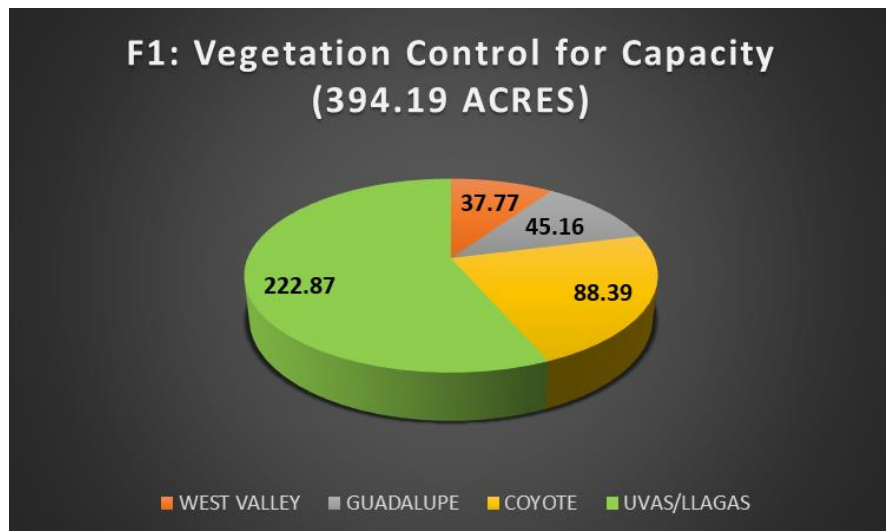
2. Maintain a minimum of 200 acres of invasive plant management projects annually to meet regulatory requirements and condition.

3. Remove 25 acres of Arundo donax throughout the county over a 15-year period.

The chart at left shows the work completed between October 9 – October 22, 2021

October 9th – October 22nd, 2021

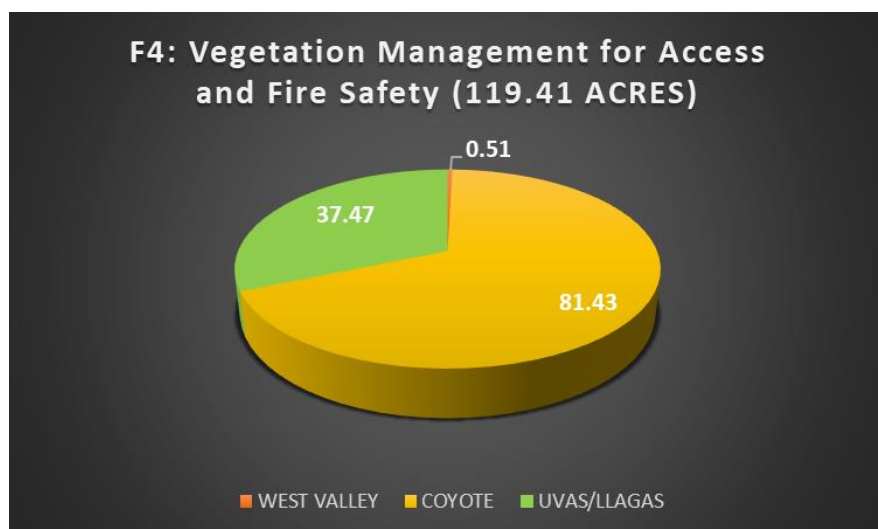
Safe Clean Water Priority F1: Vegetation Control for Capacity



Maintain completed flood protection projects for flow conveyance.

The chart at left shows the work completed between October 9 – October 22, 2021

Safe Clean Water Priority F4: Vegetation Management for Access and Fire Safety

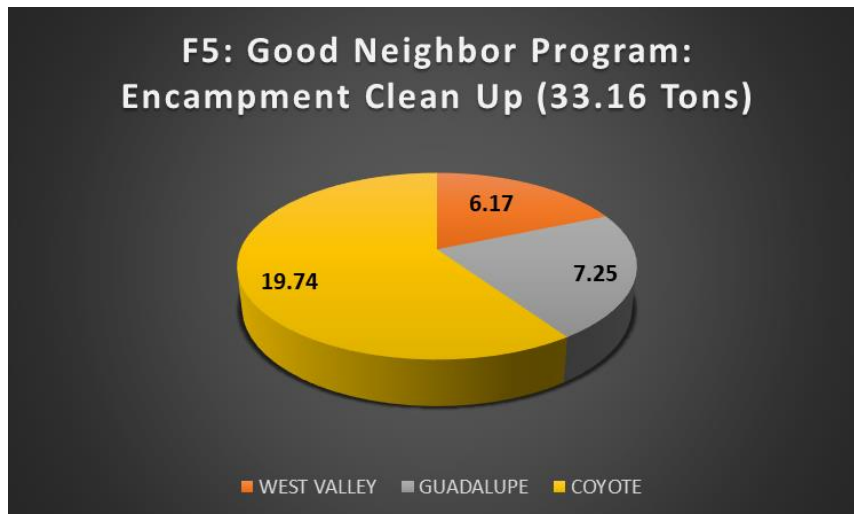


Provide vegetation management for access and fire risk reduction along levee, property lines and maintenance roads, over a 15-year period.

The chart at left shows the work completed between October 9 – October 22, 2021

October 9th – October 22nd, 2021

Safe Clean Water Priority F5: Good Neighbor Program: Encampment Clean Up

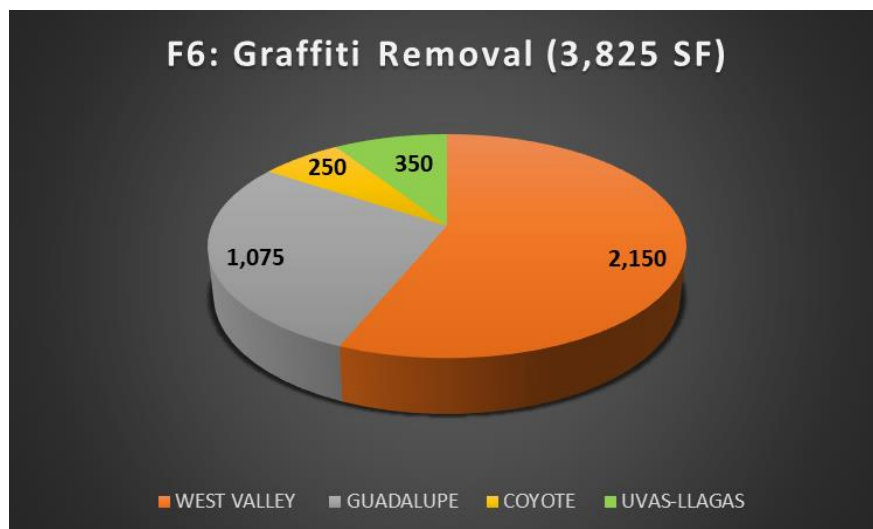


1. Perform 300 annual cleanups to reduce the amount of trash and pollutants entering streams.

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 homelessness crisis with the goal of reducing the need for encampment cleanups.

The chart at left shows the work completed between October 9 – October 22, 2021

Safe Clean Water Priority F6: Graffiti and Litter Removal and Public Art



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.

The chart at left shows the work completed between October 9 – October 22, 2021

It does not include encampment generated trash and debris.

The information in this report has been provided by Valley Water staff for Watersheds O&M work between October 9 and October 22, 2021. As information is gathered, some of the data reported here may change.

For questions or further information, please contact Sue Tippets, Interim Chief Operating Officer Watersheds, at (408) 630-2253.