



Santa Clara Valley Water District Board of Directors Meeting

Headquarters Building Boardroom

Join Zoom Meeting: <https://valleywater.zoom.us/j/84454515597>

***AMENDED/APPENDED**
11:00 AM CLOSED SESSION AND 1:00 PM REGULAR
MEETING
AGENDA

Tuesday, September 27, 2022
11:00 AM

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

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

DISTRICT BOARD OF DIRECTORS

John L. Varela, Chair Pro Tem -
District 1
Barbara Keegan - District 2
Richard P. Santos - District 3
Linda J. LeZotte - District 4
Nai Hsueh - District 5
Tony Estremera - District 6
Gary Kremen - District 7

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available to the public through the legislative body agenda web page at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to participate in the legislative body's meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

RICK L. CALLENDER, ESQ.
Chief Executive Officer

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

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

Santa Clara Valley Water District Board of Directors

***AMENDED/APPEDED AGENDA**

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Tuesday, September 27, 2022

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*****IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS*****

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

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

In accordance with the requirements of Gov. Code Section 54954.3(a), members of the public wishing to address the Board/Committee 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.

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This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Sections 54950 et. seq. and has not been prepared with a view to informing an investment decision in any of Valley Water’s bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water’s bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities disclosures and Valley Water’s Investor Relations website, maintained on the World Wide Web at <http://emmas.msrbo.org> and <https://www.valleywater.org/how-we-operate/financebudget/investor-relations>, respectively.

Under the Brown Act, members of the public are not required to provide identifying information in order to attend public meetings. Through the link below, the Zoom webinar program requests entry of a

name and email address, and Valley Water is unable to modify this requirement. Members of the public not wishing to provide such identifying information are encouraged to enter "Anonymous" or some other reference under name and to enter a fictional email address (e.g., attendee@valleywater.org) in lieu of their actual address. Inputting such values will not impact your ability to access the meeting through Zoom.

Join Zoom Meeting:

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

Meeting ID: 844 5451 5597

Join by Phone:

1 (669) 900-9128, 84454515597#

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME CERTAIN:

11:00 AM

2.1. CLOSED SESSION

[22-1106](#)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Scott R. Yeaman v. Santa Clara Valley Water District, et al., (Santa Clara County Superior Court Case No. 20CV369378)

*2.2. CLOSED SESSION

[22-1135](#)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure to Litigation

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

1 potential case

1:00 PM

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

2.4. Pledge of Allegiance/National Anthem. (PREVIOUSLY LISTED AS ITEM 2.3)

2.5. Orders of the Day. (PREVIOUSLY LISTED AS ITEM 2.4)

A. Approximate Discussion Time (Board); and

B. Adjustments to the Order of Agenda Items.

- 2.6. Time Open for Public Comment on any Item not on the Agenda.
(PREVIOUSLY LISTED AS ITEM 2.5)

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

- *2.7. Receive Information on the Anderson Dam Seismic Retrofit Project Status. [22-1134](#)
(PREVIOUSLY LISTED AS ITEM 2.6)

Recommendation: Receive information on the Anderson Dam Seismic Retrofit Project.

Manager: Chris Hakes, 408-630-3796

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

Est. Staff Time: 10 Minutes

3. CONSENT CALENDAR: (3.1 - *3.9) (Est. Time: 5 Minutes)

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

- 3.1. Adopt a Resolution Declaring October, 2022, as Filipino American History Month. [22-0971](#)

Recommendation: Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS FILIPINO AMERICAN HISTORY MONTH.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Resolution](#)

- 3.2. Adopt a Resolution Declaring October, 2022, as National Disability Employment Awareness Month, and Recognizing the 32nd Anniversary of the Americans with Disabilities Act. [22-1042](#)

Recommendation: Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH, AND RECOGNIZING THE 32ND ANNIVERSARY OF THE AMERICANS WITH DISABILITIES ACT.

Manager: Greg Williams, 408-630-2867

Attachments: [Attachment 1: Resolution](#)

- 3.3. Adopt a Resolution Declaring October, 2022, as Polish American Heritage Month. [22-1043](#)

Recommendation: Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS POLISH AMERICAN HERITAGE MONTH.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Resolution](#)

- 3.4. Adopt a Resolution Declaring October, 2022, as German American Heritage Month. [22-1044](#)

Recommendation: Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS GERMAN AMERICAN HERITAGE MONTH.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Resolution](#)

- 3.5. Adopt a Resolution Declaring October, 2022, as Italian American Heritage Month. [22-1045](#)

Recommendation: Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS ITALIAN AMERICAN HERITAGE MONTH.

Manager: Marta Lugo, 408-630-2237

Attachments: [Attachment 1: Resolution](#)

- 3.6. Consider and Approve the Membership Nominations for New Two-Year Term Committee Appointments to the Environmental and Water Resources Committee. [22-1049](#)

Recommendation: Consider and Approve the Membership Nominations for New Two-Year Term Committee Appointment to the Environmental and Water Resources Committee (EWRC).

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

Attachments: [Attachment 1: SCVWD Resolution No. 17-75](#)
[Attachment 2: Edwards Application](#)
[Attachment 3: Mazzone Application](#)

- 3.7. Consider and Approve the Membership Nomination for New Two-Year Term Committee Appointment to the Santa Clara Valley Water Youth Commission. [22-1069](#)

Recommendation: Consider and Approve the Membership Nomination for New Two-Year Term Committee Appointment to the Santa Clara Valley Water Youth Commission.

Manager: Donald Rocha, 408-630-2238

Attachments: [Attachment 1: SCVWD Resolution No. 17-75](#)
[Attachment 2: Blair Application](#)

- *3.8. Accept the CEO Bulletin for the Weeks of September 9-22, 2022. [22-1109](#)

Recommendation: Accept the CEO Bulletin.

Manager: Rick Callender, 408-630-2017

Attachments: [Attachment 1: 092222 CEO Bulletin](#)

- *3.9. Approval of Minutes. [22-1088](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [071222 CS and Regular Meeting Minutes](#)
[080922 CS and Regular Meeting Minutes](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

- 4.1. Review the Fiscal Year 2023 Board Policy Planning Calendar. [22-1070](#)

Recommendation: Review the Fiscal Year 2023 Board Policy Planning Calendar.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: FY22-23 Board Calendar](#)

Est. Staff Time: 5 Minutes

- 4.2. Consider and Approve the September 1, 2022, Recommendation from the Board Policy and Planning Committee to Approve Proposed Changes to Board Governance Policies - Executive Limitations (EL) 4 - Financial Management and Related Board Appointed Officer (BAO) Interpretations. [22-1063](#)

Recommendation: Approve proposed changes to Board Governance Policies - Executive Limitations (EL) 4 - Financial Management and Related BAO Interpretations.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: EL-4 Proposed Revisions](#)
[Attachment 2: BAO Interpretation Proposed Revisions](#)

Est. Staff Time: 5 Minutes

- 4.3. Receive Update on Impacts of a Potential Recession and Recent High Inflation Trends on Santa Clara Valley Water District's Finances. [22-1072](#)

Recommendation: A. Receive information on impacts of a potential recession as well as recent high inflation trends on Santa Clara Valley Water District's finances; and
B. Provide feedback and direction to staff as necessary.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: Financial Status Update](#)

Est. Staff Time: 30 Minutes

- *4.4. Board Committee Reports. [22-1112](#)

Attachments: [*Handout 4.4-A: 082922 WCaDMC Meeting Summary](#)
[*Handout 4.4-B: 090122 BPPC Meeting Summary](#)

Est. Staff Time: 5 Minutes

5. WATER UTILITY ENTERPRISE:

- 5.1. Approve the Agreement with Hazen and Sawyer for On-Call Mechanical Engineering and Support Services, PlanetBids File No. VW0043, for a Not-to-Exceed Fee of \$2,000,000. [22-0980](#)

Recommendation: Approve the Agreement with Hazen & Sawyer for On-Call Mechanical Engineering and Support Services for a not-to-exceed fee of \$2,000,000.

Manager: Greg Williams, 408-630-2867

Attachments: [Attachment 1: Agreement](#)

Est. Staff Time: 5 Minutes

- 5.2. Receive Report of Bids and Reject All Bids for the Construction of the Silicon Valley Advanced Water Purification Center Storage Building Project, under the Small Capital Improvements, Water Treatment, Project No. 93764004, Contract No. C0686 (San Jose) (District No. 3). [22-0950](#)

Recommendation: A. Ratify Addenda Nos. 1, 2, and 3 to the Contract Documents for the Silicon Valley Advanced Water Purification Center Storage Building Project; and
B. Reject all bids.

Manager: Emmanuel Aryee, 408-630-3074

Attachments: [Attachment 1: Addenda Nos. 1, 2, and 3](#)

Est. Staff Time: 5 Minutes

6. **WATERSHEDS:**

- 6.1. Authorize Acquisition of a Real Property Interest from Edward G. Ruder and Elizabeth M. Ruder, for the Coyote Creek Flood Management Measures Project, Anderson Dam Federal Energy Regulatory Commission Order Compliance Project No. 91864007, APN 467-29-026, Real Estate File No. 4021-287 (San Jose) (District 2). [22-1062](#)

Recommendation: A. Authorize the Chief Executive Officer to execute a Right of Way Agreement between Edward G. Ruder and Elizabeth M. Ruder and the Santa Clara Valley Water District, for acquisition of APN 467-29-026, located at 150 Arroyo Way, San Jose, CA, based upon the terms and conditions as set forth in the Agreement; and
 B. Authorize the Chief Executive Officer to accept the Grant Deed from Edward G. Ruder and Elizabeth M. Ruder.

Manager: Bhavani Yerrapotu, 408-630-2735

Attachments: [Attachment 1: Right of Way Agreement](#)
 [Attachment 2: Grant Deed No. 4021-287](#)
 [Attachment 3: Conditional Entitlement Letter](#)

Est. Staff Time: 5 Minutes

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

- *7.1. (ITEM REMOVED FROM AGENDA) Approve the Budget Adjustment, Receive Report of Bids, and Award the Construction Contract for the Coyote Creek Stream Augmentation Fish Protection Measure Chillers Plant Project, Anderson Dam Federal Energy Regulatory Commission Order Compliance Project No. 91864008, Contract No. C0684 in the Sum of \$5,167,000 (Morgan Hill) (Santa Clara County) (District 1).

8. EXTERNAL AFFAIRS:

9. CHIEF EXECUTIVE OFFICER:

- *9.1. CEO and Chiefs' Report. [22-1071](#)

Attachments: [*Handout 9.1-A: Government Relations Activities](#)
 [*Handout 9.1-B: Civic Engagement Monthly Update](#)
 [*Handout 9.1-C: Watersheds O&M Report](#)

Est. Staff Time: 5 Minutes

10. ADMINISTRATION:

11. DISTRICT COUNSEL:

12. ADJOURN:

- 12.1. Board Member Reports/Announcements.
- 12.2 Proposed Future Board Member Agenda Items.
- 12.3. Clerk Review and Clarification of Board Requests.
- 12.4. Adjourn to Regular Meeting at 1:00 p.m., on October, 11, 2022.



Santa Clara Valley Water District

File No.: 22-1106

Agenda Date: 9/27/2022

Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Scott R. Yeaman v. Santa Clara Valley Water District, et al., (Santa Clara County Superior Court Case No. 20CV369378)

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Santa Clara Valley Water District

File No.: 22-1135

Agenda Date: 9/27/2022
Item No.: *2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure to Litigation

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

1 potential case

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Santa Clara Valley Water District

File No.: 22-1134

Agenda Date: 9/27/2022

Item No.: *2.7.

BOARD AGENDA MEMORANDUM

SUBJECT:

Receive Information on the Anderson Dam Seismic Retrofit Project Status. (PREVIOUSLY LISTED AS ITEM 2.6)

RECOMMENDATION:

Receive information on the Anderson Dam Seismic Retrofit Project.

SUMMARY:

Background

The Anderson Dam Seismic Retrofit Project (ADSRP), Project No. 91864005, will correct dam seismic deficiencies and otherwise meet all current Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD) dam safety design standards. The full reservoir capacity will be restored upon completion of the Project.

Throughout 2019 to early 2020, project staff and consultants had been progressing with preparation of 90% design plans and specifications and supporting environmental and permitting documents. On February 20, 2020, the Santa Clara Valley Water District (Valley Water) received a letter order from FERC to immediately implement ADSRP-related interim risk reduction measures.

Valley Water is undertaking the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project (FOCP) as a result of the February 20, 2020, directive from FERC to implement interim risk reduction measures at Anderson Dam. The construction improvements necessary to complete the FOCP broad categories of proposed risk reduction measures have been grouped into five construction sub-projects. In addition, there are several other non-construction measures which are being undertaken as part of the FOCP.

Relevant Prior Board Actions Relating to FOCP Capital Projects

Anderson Dam Tunnel Project

The Anderson Dam Tunnel Project (ADTP), Project No. 91864006, is one of five Capital Construction Projects comprising the FOCP. The ADTP is currently being constructed and includes building a diversion system to augment the existing outlet, consisting of a new diversion tunnel, an outlet structure, a micro-tunnel lake tap, and modifications to Coyote Creek just downstream of the base of the dam. The ADTP also includes reservoir bank and rim stability improvements, and existing intake

structure modification.

On April 27, 2021, Valley Water's Board of Directors awarded the construction contract for the ADTP to the top ranked best value proposer, Flatiron West, Inc., in the sum of \$161,140,321 and approved a contingency amount of \$40,000,000 (25% of the contract price).

Cross Valley Pipeline Extension Project

The second FOCF capital project is the Cross Valley Pipeline Extension Project (CVPEP), Project No 91864010. The CVPEP entails constructing a new pipeline to convey imported water from the Cross Valley Pipeline to Coyote Creek to supplement flows during construction of the ADSRP downstream of Ogier Ponds. The Project scope includes constructing an outfall which will include an energy dissipator, and creek bank improvements.

On November 9, 2021, Valley Water's Board of Directors awarded the construction contract for the CVPEP to the responsible bidder, submitting the lowest responsive bid, Garney Pacific, Inc., in the sum of \$12,867,059 and approved a contingency amount of \$1,930,059 (15% of the contract price).

Coyote Creek Stream Augmentation Fish Protection Measure Chillers Plant Project

The third FOCF capital project is the Coyote Creek Stream Augmentation Fish Protection Measure Chillers Plant Project (Chillers), Project No. 91864008. The Chillers project entails installing a Modular Chiller Plant (MCP) at the southwest corner of the existing Coyote Pumping Plant, which consists of three (3) 1,500-ton capacity water-cooler packaged chillers, with one (1) of the three (3) being used as a redundant chiller unit. A new 24-inch pipe will be installed to connect to an existing 36-inch nozzle on the Cross Valley Pipeline, to allow the chillers to receive imported water. The imported water would be chilled by the chiller system to the required temperature before release into the creek to maintain the suitable aquatic habitat.

On July 12, 2022, Valley Water's Board of Directors adopted the plans and specifications and authorized advertisement for bids for the Chillers project. On September 27, 2022, Valley Water's Board of Directors will make a determination regarding possible award of the construction contract to the responsible bidder submitting the lowest, responsive bid for the Project.

Coyote Creek Flood Management Measures Project

The fourth FOCF capital project is the Coyote Creek Flood Management Measures Project (CCFMMP), Project No. 91864007. The purpose of the CCFMMP is to reduce the risk of flooding to homes, schools, businesses, and transportation networks from flood flows associated with a 20-year recurrence interval flood, approximately equivalent to the February 2017 flood event and because of water releases from Valley Water's Anderson Dam that may occur after construction of Valley Water's Anderson Dam Tunnel Project (ADTP).

On May 25, 2021, Valley Water's Board of Director's approved an agreement with AECOM Technical Services, Inc. for design services for the CCFMMP and that work is nearing completion. Staff

anticipates bringing the CCFMMP to the Board for bid advertisement authorization in the winter of 2022.

Coyote Percolation Dam Replacement Project

The fifth, and final FOCPP capital project, is the Coyote Percolation Dam Replacement Project (CPDRP), Project No. 91864009. The purpose of the CPDRP is to replace the existing steel flashboard dam with an inflatable bladder dam to accommodate increased flow release from the upgraded Anderson Dam outlet facilities and to replace the existing fish ladder stationary panels with adjustable panels to improve fish passage during low water level events. The existing steel flashboard dam and fish ladder are located at the Coyote Percolation Pond, an in-stream pond used for groundwater recharge in Coyote Creek located just north of Metcalf Road in South San Jose, 11 miles downstream of Anderson Dam.

On March 18, 2022, a purchase order was issued to HTE Engineering for design, commissioning, and manufacturing of the inflatable bladder dam for the CPDRP.

Staff anticipates bringing the CPDRP to the Board for bid advertisement authorization in January 2023.

ADSRP Design Documents Status

Preparation of the ADSRP 90% design documents is underway, with the plans and specifications scheduled to be submitted for Valley Water review in October 2022, and for FERC, DSOD, and Board of Consultants (BOC) review in February 2023. Completion of the 90% design is expected in the summer of 2023.

Environmental Review and Permitting

Valley Water's Board of Director's approved the FOCPP on June 23, 2020, after determining the Project qualified for a statutory exemption from CEQA for specific actions necessary to prevent or mitigate an emergency (Pub. Res. Code Section 21080(b)(4) and CEQA Guidelines Section 15269 (c)).

Valley Water has received natural resource agency permits necessary for the FOCPP including the following: U.S. Army Corps of Engineers (USACE) issued a Section 404 Permit on August 27, 2021, State Water Resources Control Board (SWRCB) issued a Section 401 Water Quality Certification on November 9, 2020, and California Department of Fish and Wildlife (CDFW) issued a Section 1600 Lake and Streambed Alteration Agreement (LSAA) on July 13, 2021. FOCPP activities are also proceeding under technical recommendations from U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) obtained through emergency consultation procedures. Individual projects certify compliance with the Santa Clara Valley Habitat Plan (VHP) before construction is initiated.

To expedite construction, natural resource agency permits included phased approval of FOCPP

components as refined designs allow more thorough and complete evaluation for consistency with applicable regulatory requirements. Project elements must receive authorization of site-specific water quality control plans, which has been completed for ADTP and CVPEP.

Design modifications such as updates to the CVPEP pipeline dewatering plan, updates to the ADTP tree removal plan to provide for more contractor flexibility, ADTP weir design changes to reflect recent NMFS consultations, and refined Coyote Creek channel designs based on the requirement to add habitat enhancements into FOCP (known as the Habitat Mitigation and Monitoring Plan), will require additional permit amendments and updates to water quality control plans. One amendment has been processed to date, and three more are anticipated in the near future.

Environmental Approvals and EIR Process Next Steps

In addition to the permit amendments mentioned above, Valley Water staff is in the process of obtaining the remaining environmental approvals for the Chillers Project, CPDRP, and CCFMMP. Valley Water convenes monthly Technical Work Group (TWG) meetings (over 35 meetings to date), bimonthly interagency meetings, and additional small, focused group meetings, as needed, to satisfy natural resource agency consultation requirements and facilitate ongoing permitting activities. The TWG meetings are also used to garner agency support for the ADSRP conservation measure package that will be included in the Draft Environmental Impact Report (EIR), Biological Evaluations, and FERC license exemption surrender application.

The ADSRP Draft EIR will be released for public review in the spring of 2023, and permit applications will be submitted in the summer of 2023. FERC will continue to be the federal lead agency throughout ADSRP and has encouraged Valley Water staff to address as many environmental issues as possible prior to submitting our applications, in order to expedite their National Environmental Policy Act (NEPA) environmental review process. As such, agency and stakeholder engagement continue to be a high priority for Valley Water staff to mitigate future delays in the NEPA process.

A presentation detailing the progress on the FOCP elements currently in construction, and upcoming challenges for the remaining FOCP elements and ADSRP will be forthcoming in a Supplemental Board Agenda Memo on September 23, 2022.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item. However, the Environmental Justice Impacts of the Project will be assessed and addressed in future Project board actions related to the Project execution.

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:

*Supplemental Agenda Memo

*Supplemental Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Chris Hakes, 408-630-3796

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Santa Clara Valley Water District

File No.: 22-1111

Agenda Date: 9/27/2022

Item No.: *2.6.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

SUBJECT:

Receive Information on the Anderson Dam Seismic Retrofit Project Status.

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 information on the Anderson Dam Seismic Retrofit Project.

SUMMARY:

The latest information on the status of the Anderson Dam Seismic Retrofit Project contained in attachments was not available at the time of the 10-day posting.

Attachments added: PowerPoint

ENVIRONMENTAL JUSTICE IMPACT:

No change from original memo.

FINANCIAL IMPACT:

No change from original memo.

CEQA:

No change from original memo.

ATTACHMENTS:

*Supplemental Attachment 1: PowerPoint

File No.: 22-1111

Agenda Date: 9/27/2022
Item No.: *2.6.

UNCLASSIFIED MANAGER:
Chris Hakes, 408-630-3796



Anderson Dam Seismic Retrofit Project

September 27, 2022

Agenda

Background

Status

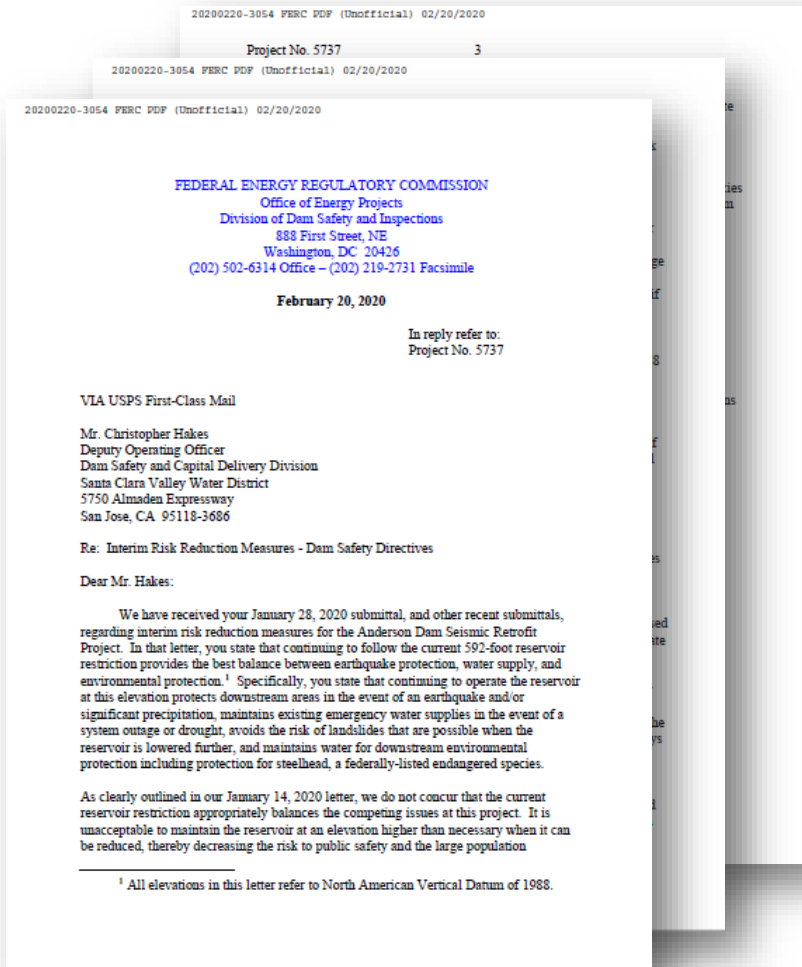
Challenges

Background

- Anderson Dam forms Anderson Reservoir, holding 90,000 acre feet of water when full and the largest of Valley Water's reservoirs.
- In 2012, following a seismic stability analysis, Valley Water began plans to retrofit the dam to meet current safety standards, creating the Anderson Dam Seismic Retrofit Project (ADSRP).
- On February 20, 2020, the Federal Energy Regulatory Commission (FERC) issued an order to Valley Water to undertake early implementation interim risk reduction measures associated with ADSRP immediately.

FERC Directive: Risk Reduction Measures

4



1. Lower reservoir to new restriction (El. 565')



2. Take all necessary measures to safely prepare and drain the reservoir to El. 488'



3. Oct. 1 - Begin draining reservoir to dead pool (El. 488')



4. Develop plan to maintain dead pool elevation in event of significant inflow



5. Expedite design and construction of new Outlet Tunnel



6. Secure permits and complete design of larger Seismic Retrofit Project



Anderson Dam Federal Energy Regulatory Commission Order Compliance Projects (FOCP)

Anderson Dam Tunnel

Coyote Creek
Flood
Management
Measures

Coyote Percolation
Dam Replacement

Cross Valley
Pipeline Extension

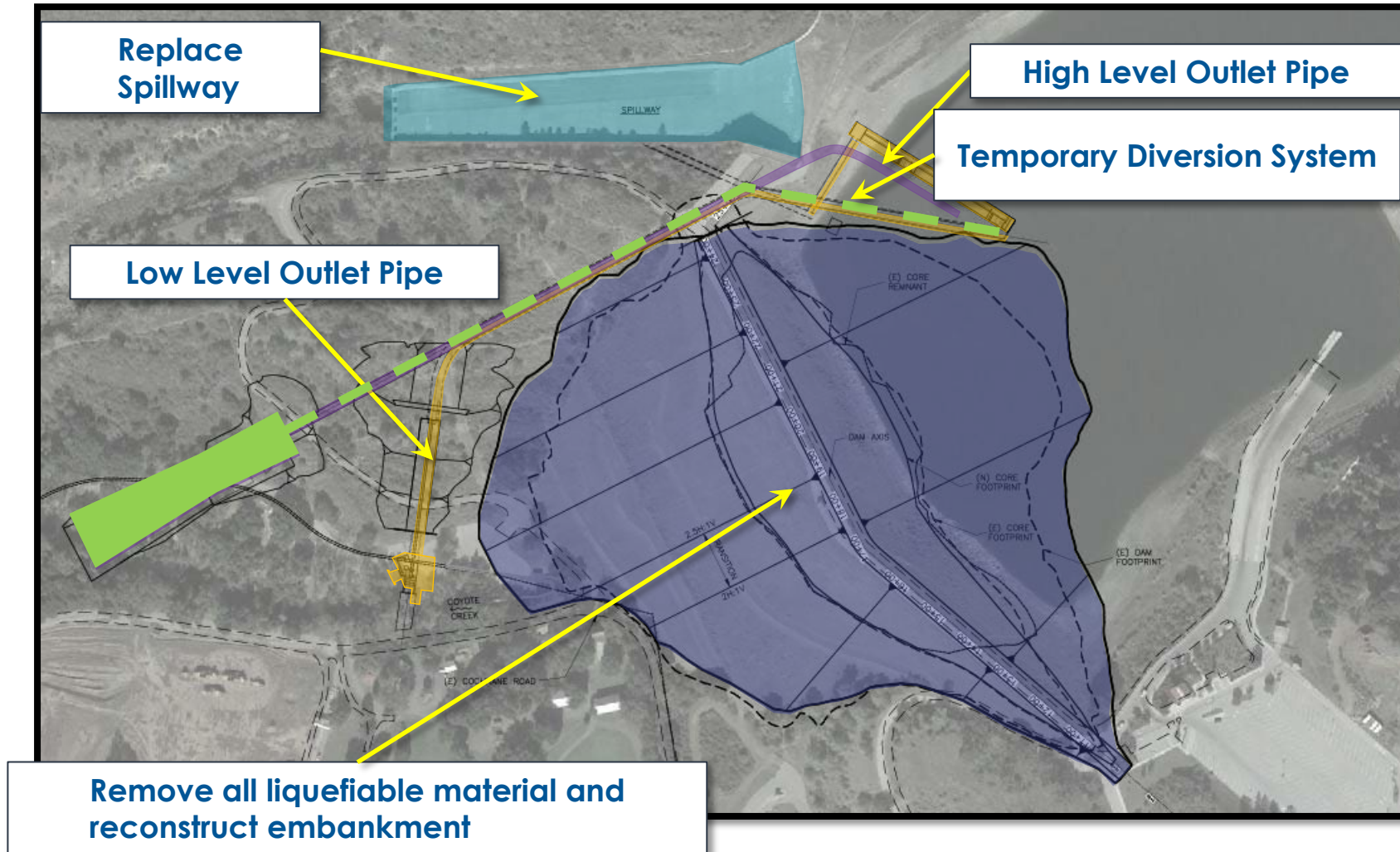
Coyote Creek
Stream
Augmentation Fish
Protection
Measure

ADSRP

- Seismic retrofit of dam embankment
- Construction of new higher capacity outlet tunnel and outlet works
- Replacement of concrete spillway and raising wall height 9-feet to safely discharge large storm flows
- Increase dam crest height 7-feet

Anderson Dam Seismic Retrofit Project Components

6



Anderson Dam Tunnel Project (ADTP)

Anderson Dam

Coyote Creek



Imagery date: 9/28/21 – newer Google

ADTP

- Anderson Dam
- HLOW Drop Shaft
- Diversion Portal Entrance
- Coyote Creek

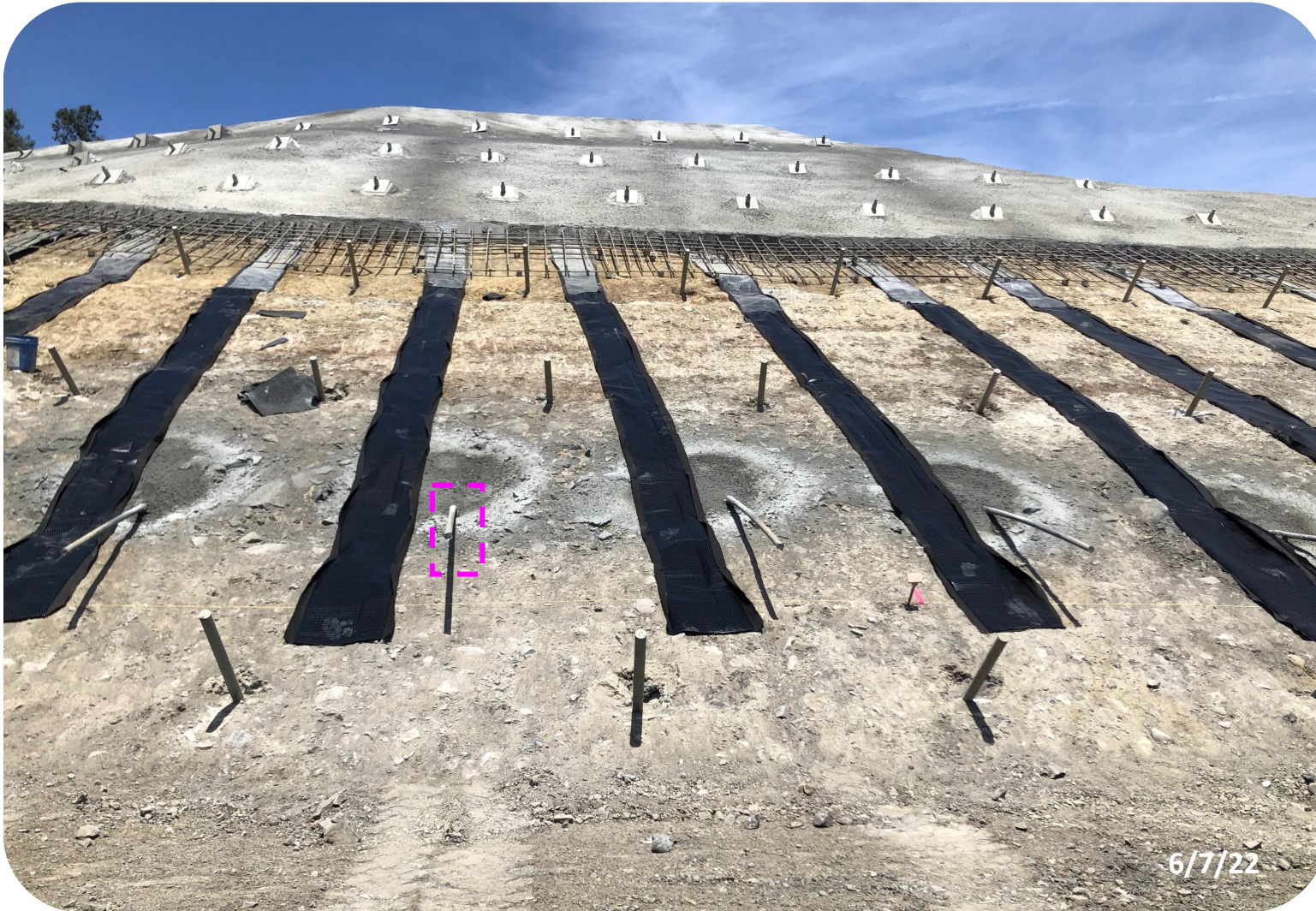






soil nail wall bottom = 300 linear feet

valleywater.org



Hydraugers

- Completed installation early June 2022
- Consist of 80 PVC slotted pipe
- Placed near bottom of soil nail wall to expel water from soil behind the wall

ADTP

Soil Nail Wall

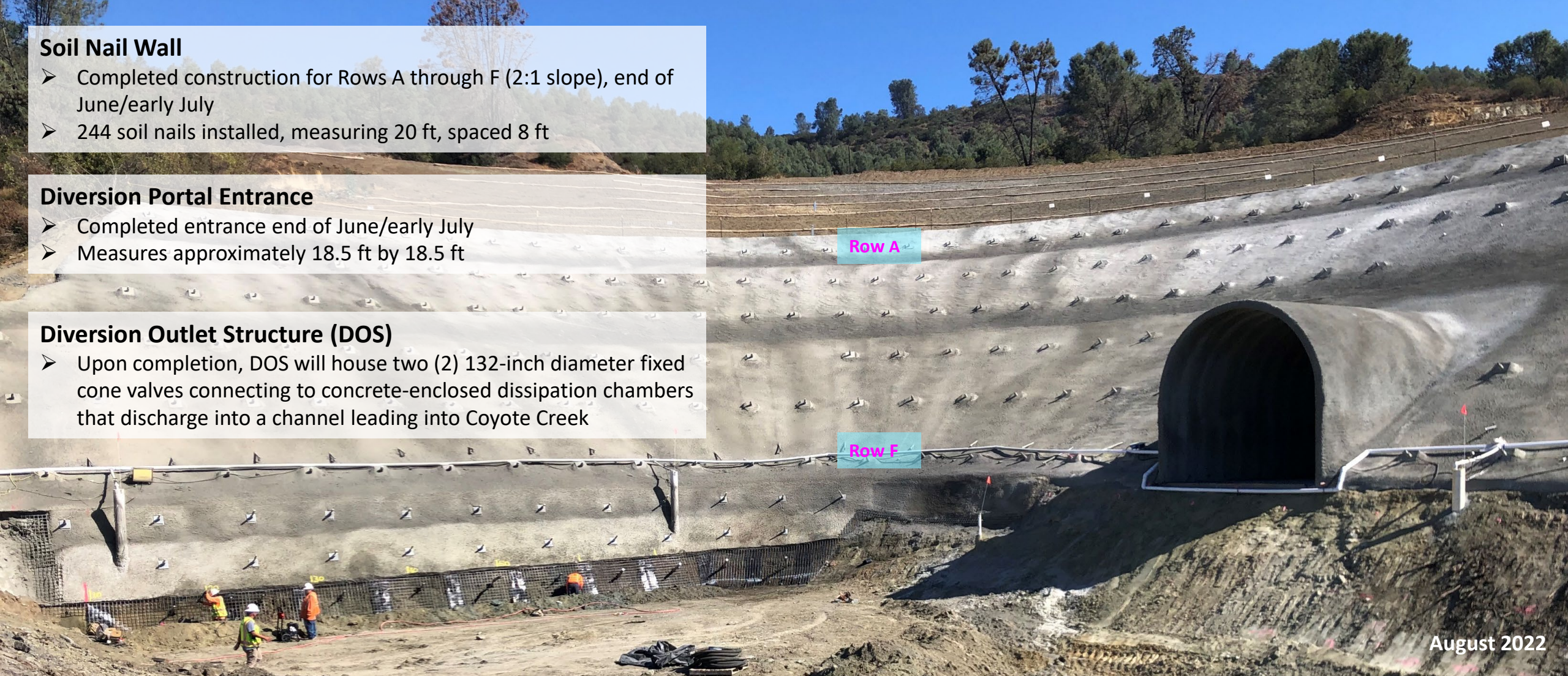
- Completed construction for Rows A through F (2:1 slope), end of June/early July
- 244 soil nails installed, measuring 20 ft, spaced 8 ft

Diversion Portal Entrance

- Completed entrance end of June/early July
- Measures approximately 18.5 ft by 18.5 ft

Diversion Outlet Structure (DOS)

- Upon completion, DOS will house two (2) 132-inch diameter fixed cone valves connecting to concrete-enclosed dissipation chambers that discharge into a channel leading into Coyote Creek





High Level Outlet Works (HLOW) Drop Shaft

- Future feature of ADSRP
- Will provide ability to drawdown upper level of reservoir

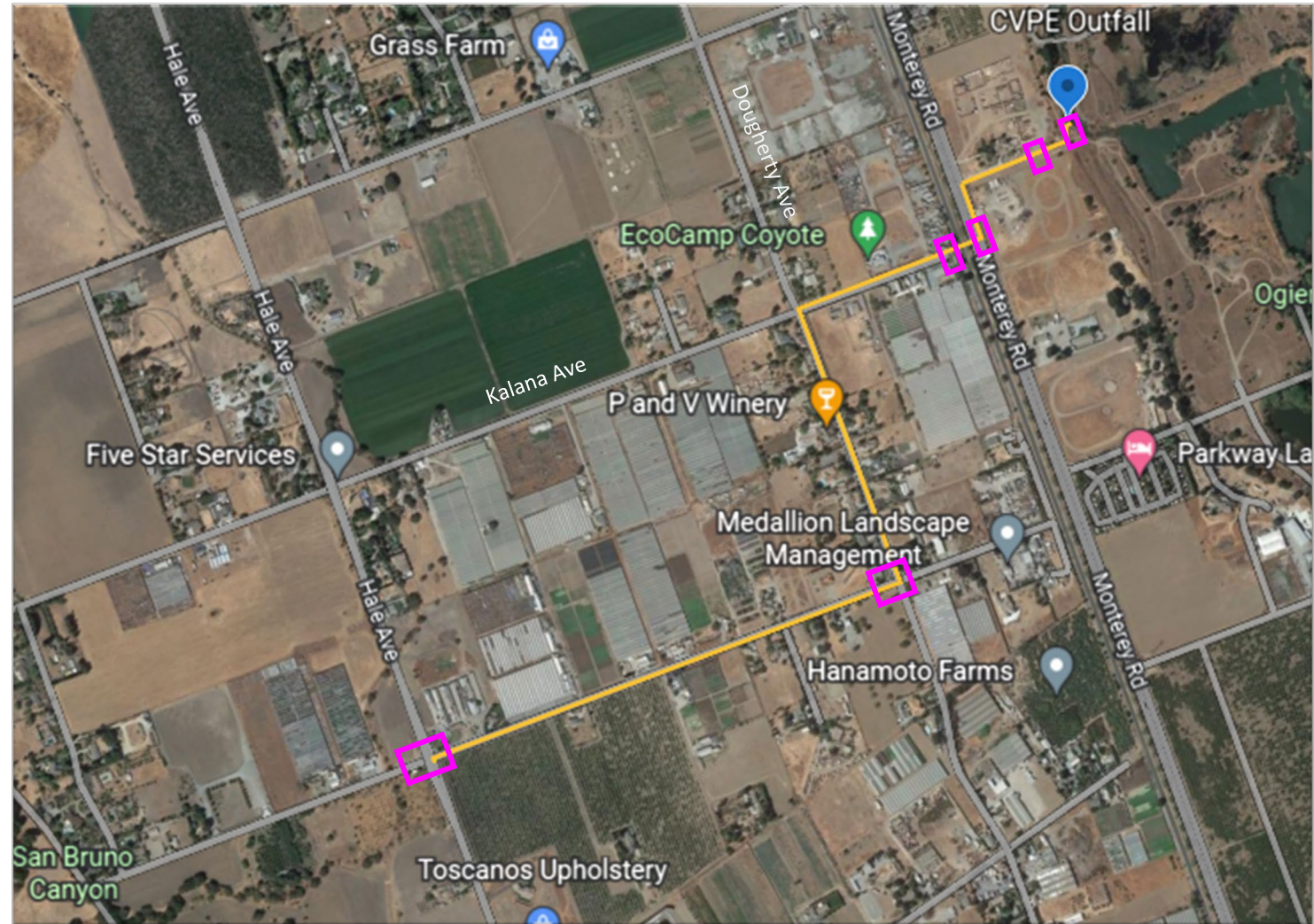


High Level Outlet Works (HLOW) Drop Shaft

- Fourth lift (shaft excavation)
- Bottom of lift is approximately 19 ft down from the ground surface
- Height of shaft will be approximately 89 ft

Cross Valley Pipeline Extension Project (CVPEP)

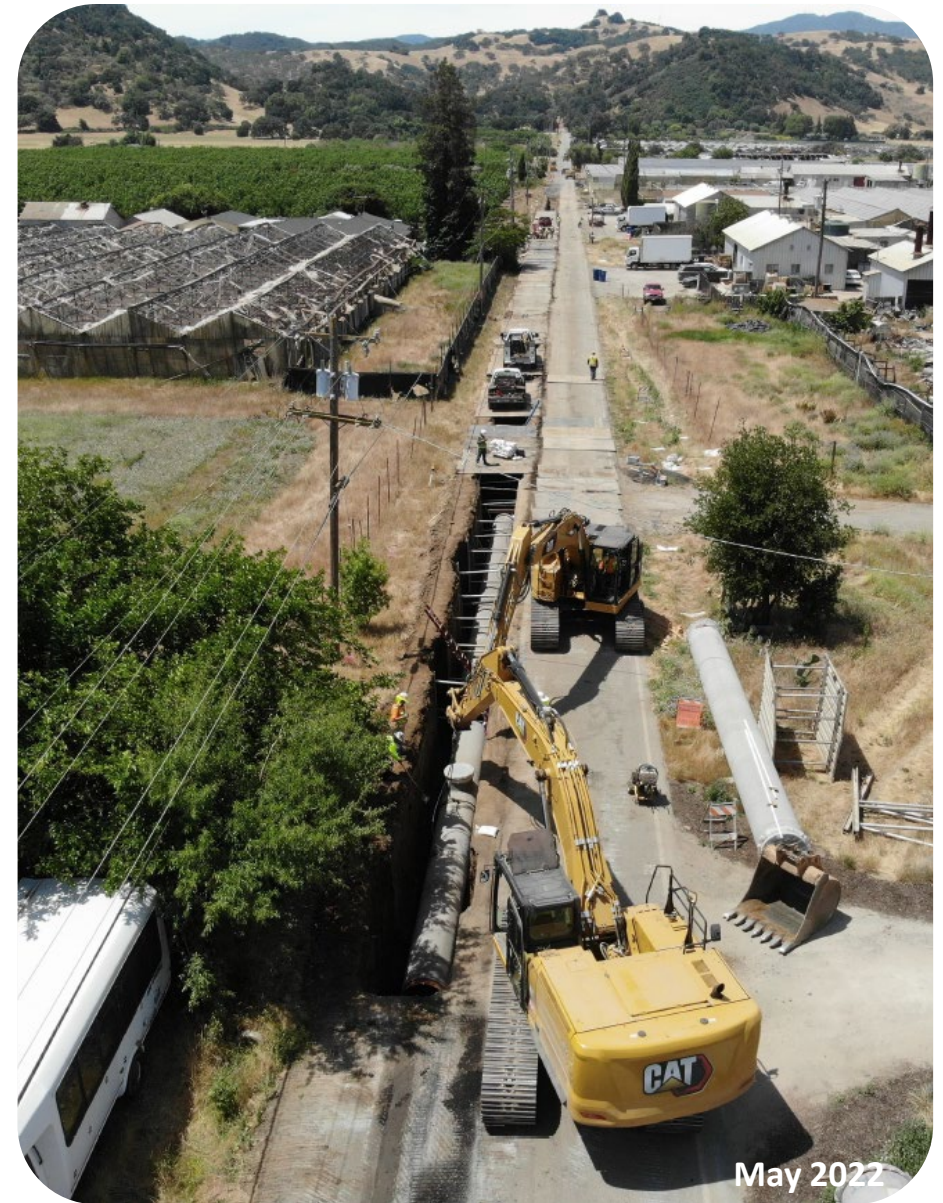
- Installation of 7,100 feet of new pipeline to convey imported water from the Cross Valley Pipeline to Coyote Creek to supplement flows during construction of ADSRP downstream of Ogier Ponds
- Construction contract awarded in November 2021
- Construction completion by December 2022



remaining work areas

CVPEP

Bottom & Right: Pipeline installation along San Bruno Ave.



CVPEP

17



Left: Welding connections in open trench along Dougherty Ave.

Right: Back filling open trench with flowable fill

CVPEP

18

Left: Butterfly vault rebar installation

Right: Butterfly vault concrete pour for slab

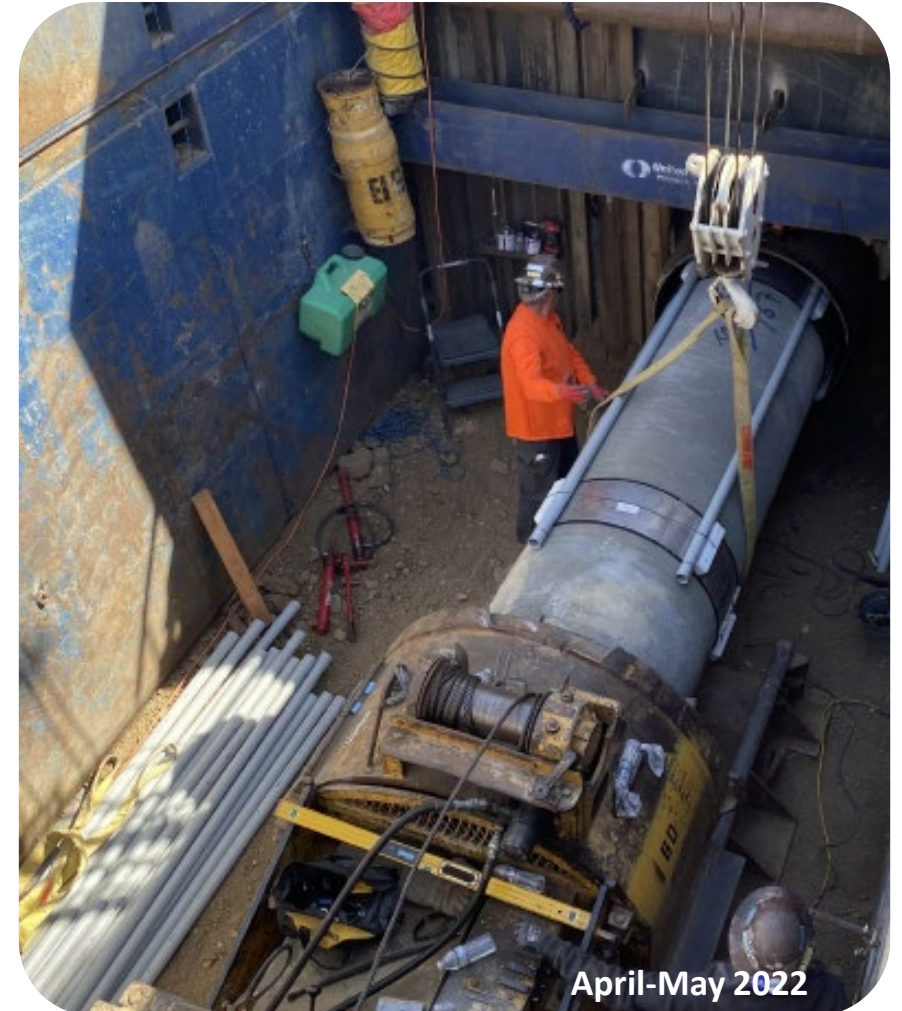


CVPEP

19

Left:
Butterfly valve
assembly

Right:
Jack and bore
launching pit to cross
under UPRR and
Monterey Rd.



valleywater.org

CVPEP



Root wad placement at outfall



Outfall willow plantings (38 total)



Completed in-creek work of the outfall

Projects in Design

21

Coyote Creek Stream Augmentation Fish Protection Measure Chillers Plant Project (Chillers)

- In design

Coyote Creek Flood Management Measures Project (CCFMMP)

- Final design near completion
- Staff working to finalize necessary right of way
- Request for construction management proposals in progress
- Start of construction: winter 2022

Coyote Creek Percolation Dam Replacement Project (CPDP)

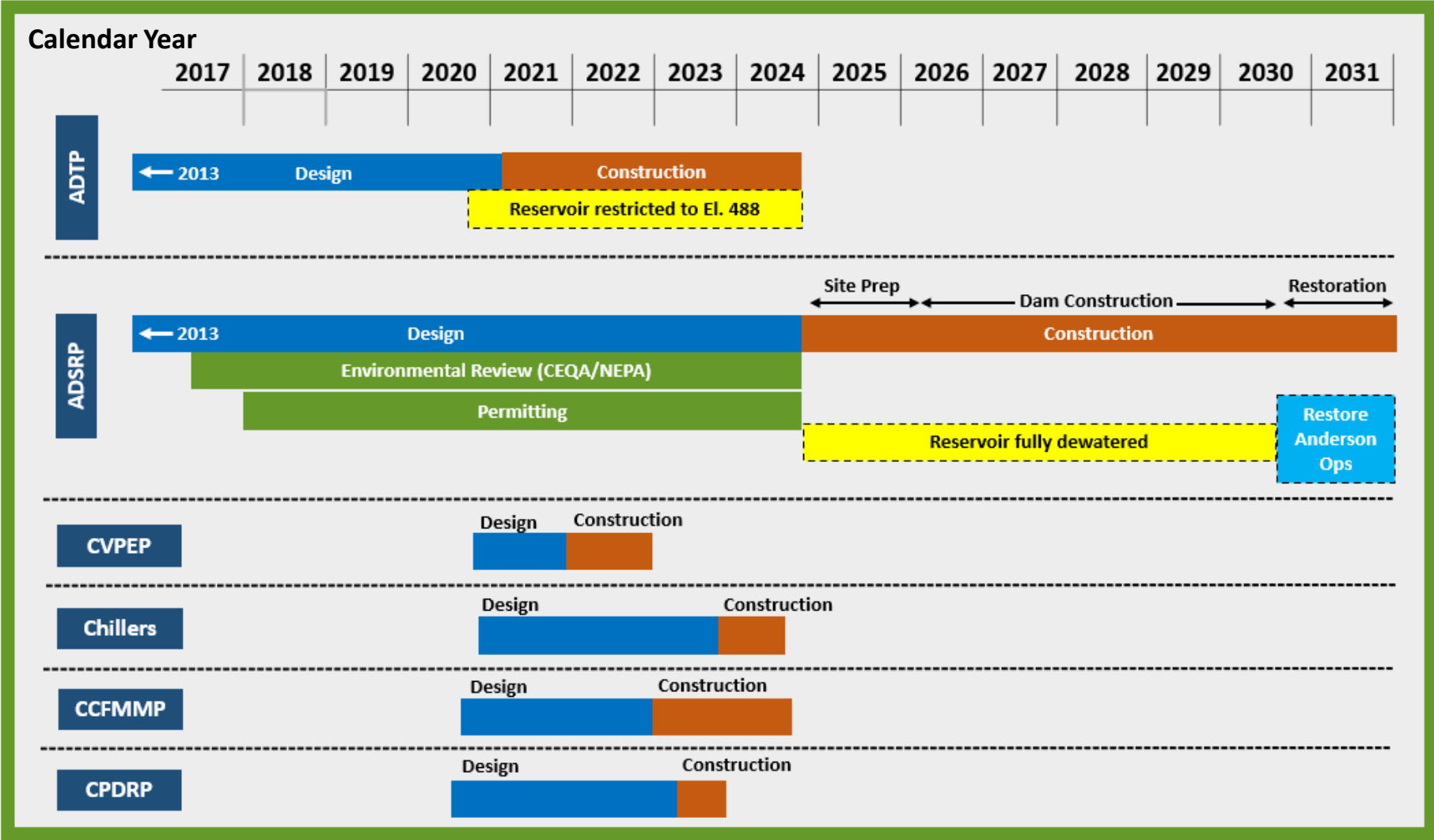
- Final design completion: December 2022
- Approval to advertise: January 2023
- Start of construction: spring 2023

Anderson Dam Seismic Retrofit Project (ADSRP)

- 90% design submittal for VW review: October 2022
- 90% design submittal for BOC, DSOD, FERC review: February 2023
- 90% design completion: spring 2023

Project Schedule

22



Challenges

23

1 ADSRP Design and Permitting

- Stakeholder agency agreement
- Release of Draft Environmental Impact Report
- Timely receipt of regulatory permits

2 FOCPP Design and Permitting

- CCFMMP Water Quality Control Plan approvals
- CPDRP Water Quality Control Plan approvals

3 Construction Implementation

- Encampment cleanups along Coyote Creek
- Inflation and supply chain issues





Santa Clara Valley Water District

File No.: 22-0971

Agenda Date: 9/27/2022

Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt a Resolution Declaring October, 2022, as Filipino American History Month.

RECOMMENDATION:

Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS FILIPINO AMERICAN HISTORY MONTH.

SUMMARY:

The Office of Racial, Equity Diversity and Inclusion (REDI) recommends that the Board formally acknowledge and declare October 2022 as Filipino American History Month.

In 2009 Congress recognized October as Filipino American History Month. Throughout the United States, observances during October aim to honor the contributions of Filipino immigrants and their descendants to American history and culture. The first recorded presence of Filipinos in the continental U.S. occurred in 1587 in Morro Bay, California. Today, Filipino Americans are the second-largest Asian American group in the Nation.

By adopting this resolution, Santa Clara Valley Water District joins national efforts to honor the contributions of Filipino immigrants and their descendants and supports more equitable, diverse, and inclusive practices.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

File No.: 22-0971

Agenda Date: 9/27/2022
Item No.: 3.1.

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237

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

RESOLUTION NO. 22-92

**RESOLUTION DECLARING OCTOBER 2022 AS
FILIPINO AMERICAN HISTORY MONTH**

WHEREAS, Filipino American History Month was declared by Congress in 2009; and

WHEREAS, Filipino American History Month is an opportunity to promote and celebrate the richness of Filipino and Filipino American history, culture, and contributions to the United States; and

WHEREAS, it is the vision of the Santa Clara Valley Water District (Valley Water) to bring together diverse perspectives and backgrounds to promote the understanding, valuing, acceptance, and leveraging of diverse cultures, experiences, knowledge, lifestyles, and perspectives in order to enhance the delivery of products and services to the community; and

WHEREAS, it is the mission of the Office of Racial Equity, Diversity, and Inclusion to promote equality and inclusion so that employees may develop and contribute to their full potential, thereby advancing Valley Water's commitment to creating an inclusive work environment, which reflects and supports the diversity of the community and enriches our perspectives in accordance with Governance Policy 7.7.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes October 2022 as Filipino American History Month. Acknowledgment of these observances at Valley Water will be coordinated through the Office of Racial Equity, Diversity, and Inclusion.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on September 27, 2022:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

JOHN L. VARELA
Chair Pro Tem, Board of Directors

ATTEST: MAX OVERLAND

Acting Clerk, Board of Directors

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Santa Clara Valley Water District

File No.: 22-1042

Agenda Date: 9/27/2022

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt a Resolution Declaring October, 2022, as National Disability Employment Awareness Month, and Recognizing the 32nd Anniversary of the Americans with Disabilities Act.

RECOMMENDATION:

Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH, AND RECOGNIZING THE 32ND ANNIVERSARY OF THE AMERICANS WITH DISABILITIES ACT.

SUMMARY:

Ability Awareness, a Santa Clara Valley Water District (Valley Water) Employee Resource Group (ERG), in collaboration with staff from the Office of Racial Equity Diversity and Inclusion, recommends the Board formally acknowledge and declare October 2022, as National Disability Employment Awareness Month (NDEAM) and recognize the 32nd Anniversary of the Americans with Disabilities Act (ADA).

The history of NDEAM dates back to 1945, when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week." In 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities. In 1988, Congress expanded the week to a month and changed the name to NDEAM. The NDEAM theme for 2022 is "Disability: Part of the Equity Equation."

The ADA, a comprehensive piece of civil rights legislation in America that prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else in all areas of public life, was signed into law in 1990. It is modeled after and affords similar protections as the Civil Rights Act of 1964. Distinct from the Civil Rights Act, however, the ADA also requires covered employers to provide reasonable accommodations to employees with disabilities and imposes accessibility requirements on public accommodations. Valley Water's Reasonable Accommodation program is available for staff with qualified disabilities and complies with the ADA law.

This year the Ability Awareness ERG plans to host an event in celebration. This year's event will showcase talents of youth from Friends of Children with Special Needs. The event is intended to educate employees on the many and varied contributions of America's with disabilities, as well as raise awareness of critical challenges in employment of workers with disabilities to foster

collaboration, equity, inclusion and belongingness. The event will take place on Thursday, October 20th at noon, on Valley Water's headquarter campus.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Greg Williams, 408-630-2867

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

RESOLUTION NO. 22-

**RESOLUTION DECLARING OCTOBER, 2022, AS
NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH AND
RECOGNIZING THE 32ND ANNIVERSARY OF THE AMERICANS WITH DISABILITIES ACT**

WHEREAS, efforts to educate the public about the issues related to disability and employment began in 1945 with Public Law 176 declaring the first week of October as National Employ the Physically Handicapped Week; and

WHEREAS, Congress expanded the week-long observance to a month and changed the designation to National Disability Employment Awareness Month in 1988; and

WHEREAS, more than 32 years ago, President George H. W. Bush signed into law the Americans with Disabilities Act (ADA) in July 1990; and

WHEREAS, the ADA is one of the most comprehensive pieces of civil rights legislation in America that prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else in all areas of public life, including jobs, schools, and public and private places that are open to the general public; and

WHEREAS, it is the vision of the Santa Clara Valley Water District (Valley Water) to bring together diverse perspectives and backgrounds to promote the understanding, valuing, acceptance, and leveraging of diverse cultures, experiences, knowledge, lifestyles, and perspectives in order to enhance the delivery of products and services to the community; and

WHEREAS, it is the mission of the Office of Racial Equity, Diversity and Inclusion to promote equality and inclusion so that employees may develop and contribute to their full potential, thereby advancing Valley Water's commitment to creating an inclusive work environment, which reflects and supports the diversity of the community and enriches our perspectives in accordance with Governance Policy 7.7.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes October 2022 as National Disability Employment Awareness Month, celebrates the 32nd Anniversary of the ADA, and will coordinate acknowledgment of the observance through the Office of Racial Equity, Diversity and Inclusion in collaboration with the Ability Awareness Employee Resource Group.

Resolution Declaring October 2022 as National Disability Employment Awareness Month and
Recognizing the 32nd Anniversary of the Americans with Disabilities Act Resolution No. 22-93

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by
the following vote on September 27, 2022:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

JOHN L. VARELA
Chair Pro Tem, Board of Directors

ATTEST: MAX OVERLAND

Acting Clerk, Board of Directors



Santa Clara Valley Water District

File No.: 22-1043

Agenda Date: 9/27/2022

Item No.: 3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt a Resolution Declaring October, 2022, as Polish American Heritage Month.

RECOMMENDATION:

Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS POLISH AMERICAN HERITAGE MONTH.

SUMMARY:

The Office of Racial, Equity Diversity and Inclusion (REDI) recommends that the Board formally acknowledge and declare October 2022 as Polish American Heritage Month.

October was first declared Polish American Heritage Month by Congress in 1981. Throughout the United States, observances during the month of October aim to honor the contributions of Polish immigrants and their descendants to American history and culture. The first Polish settlers arrived in Jamestown, Virginia, in 1608.

By adopting this resolution, Santa Clara Valley Water District joins national efforts to honor the contributions of Polish immigrants and their descendants and supports more equitable, diverse, and inclusive practices.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

There is no financial impact associated with this item.

ATTACHMENTS:

File No.: 22-1043

Agenda Date: 9/27/2022
Item No.: 3.3.

Attachment 1: Resolution

UNCLASSIFIED MANAGER:
Marta Lugo, 408-630-2237

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

RESOLUTION NO. 22-94

**RESOLUTION DECLARING OCTOBER 2022 AS
POLISH AMERICAN HERITAGE MONTH**

WHEREAS, Polish American Heritage Month was first declared by Congress in 1981 to commemorate the first Polish settlers; and

WHEREAS, during Polish American Heritage Month, we take the opportunity to honor the contributions people of Polish descent have made to our Nation in the arts, the sciences, scholarship, and other areas;" and

WHEREAS, cultural heritage months are proclaimed to honor and celebrate past and continued contributions of immigrant communities and their descendants to American history, culture, and society; and

WHEREAS, it is the vision of the Santa Clara Valley Water District (Valley Water) to bring together diverse perspectives and backgrounds to promote the understanding, valuing, acceptance, and leveraging of diverse cultures, experiences, knowledge, lifestyles, and perspectives in order to enhance the delivery of products and services to the community; and

WHEREAS, it is the mission of the Office of Racial Equity, Diversity, and Inclusion to promote equality and inclusion so that employees may develop and contribute to their full potential, thereby advancing Valley Water's commitment to creating an inclusive work environment, which reflects and supports the diversity of the community and enriches our perspectives in accordance with Governance Policy 7.7.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes October 2022 as Polish American Heritage Month. Acknowledgment of these observances at Valley Water will be coordinated through the Office of Racial Equity, Diversity, and Inclusion.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on September 27, 2022:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

JOHN L. VARELA
Chair Pro Tem, Board of Directors

ATTEST: MAX OVERLAND

Acting Clerk, Board of Directors



Santa Clara Valley Water District

File No.: 22-1044

Agenda Date: 9/27/2022

Item No.: 3.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt a Resolution Declaring October, 2022, as German American Heritage Month.

RECOMMENDATION:

Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS GERMAN AMERICAN HERITAGE MONTH.

SUMMARY:

The Office of Racial, Equity Diversity and Inclusion (REDI) recommends that the Board formally acknowledge and declare October 2022 as German American Heritage Month.

In 1987 through a Presidential proclamation, October was declared German American Heritage Month. Throughout the United States observances during the month of October aim to honor the contributions of German immigrants and their descendants to American history and culture. Germantown, Pennsylvania, the first German settlement, was established in 1683. Today, Americans of German ancestry make up the largest European ancestry population in the country.

By adopting this resolution, Santa Clara Valley Water District joins national efforts to honor the contributions of German immigrants and their descendants and supports more equitable, diverse, and inclusive practices.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

File No.: 22-1044

Agenda Date: 9/27/2022
Item No.: 3.4.

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237

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

RESOLUTION NO. 22-

**RESOLUTION DECLARING OCTOBER, 2022, AS
GERMAN AMERICAN HERITAGE MONTH**

WHEREAS, German American Heritage Month was first proclaimed by then-president Ronald Reagan in 1987; and

WHEREAS, during German American Heritage Month, we celebrate the contributions of past and present German Americans who continue to add to our Nation through their talents, skills, knowledge and rich cultural heritage; and

WHEREAS, it is the vision of the Santa Clara Valley Water District (Valley Water) to bring together diverse perspectives and backgrounds to promote the understanding, valuing, acceptance, and leveraging of diverse cultures, experiences, knowledge, lifestyles, and perspectives in order to enhance the delivery of products and services to the community; and

WHEREAS, it is the mission of the Office of Racial Equity, Diversity, and Inclusion to promote equality and inclusion so that employees may develop and contribute to their full potential, thereby advancing Valley Water's commitment to creating an inclusive work environment, which reflects and supports the diversity of the community and enriches our perspectives in accordance with Governance Policy 7.7.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes October 2022 as German American Heritage Month. Acknowledgment of these observances at Valley Water will be coordinated through the Office of Racial Equity, Diversity, and Inclusion.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on September 27, 2022:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

JOHN L. VARELA
Chair Pro Tem, Board of Directors

ATTEST: MAX OVERLAND

Acting Clerk, Board of Directors

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Santa Clara Valley Water District

File No.: 22-1045

Agenda Date: 9/27/2022

Item No.: 3.5.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt a Resolution Declaring October, 2022, as Italian American Heritage Month.

RECOMMENDATION:

Adopt the RESOLUTION DECLARING OCTOBER, 2022, AS ITALIAN AMERICAN HERITAGE MONTH.

SUMMARY:

The Office of Racial, Equity Diversity and Inclusion (REDI) recommends that the Board formally acknowledge and declare October 2022 as Italian American Heritage Month (federal designations).

In 1989, through a special proclamation of Congress and the President, October was designated Italian American Heritage Month. Throughout the United States, observances during the month of October aim to honor the contributions of Italian immigrants and their descendants to American history and culture. Between the 1880s and 1920s, a large migration of southern and Sicilian Italians to the United States occurred. Today, Italian Americans are the fifth largest ethnicity in the country.

By adopting this resolution, Santa Clara Valley Water District joins national efforts to honor the contributions of Italian immigrants and their descendants and supports more equitable, diverse, and inclusive practices.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There here 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.

File No.: 22-1045

Agenda Date: 9/27/2022
Item No.: 3.5.

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237

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

RESOLUTION NO. 22-

**RESOLUTION DECLARING OCTOBER, 2022, AS
ITALIAN AMERICAN HERITAGE MONTH**

WHEREAS, Italian American Heritage and Culture Month was first celebrated in 1989 by special proclamation of both houses of Congress and then-president George H. Bush; and

WHEREAS, each October, as part of the Italian American Heritage Month observances, Americans recognize the rich heritage of Italian immigrants and Americans of Italian descent and celebrate their vast contributions to our Nation; and

WHEREAS, it is the vision of the Santa Clara Valley Water District (Valley Water) to bring together diverse perspectives and backgrounds to promote the understanding, valuing, acceptance, and leveraging of diverse cultures, experiences, knowledge, lifestyles, and perspectives in order to enhance the delivery of products and services to the community; and

WHEREAS, it is the mission of the Office of Racial Equity, Diversity, and Inclusion to promote equality and inclusion so that employees may develop and contribute to their full potential, thereby advancing Valley Water's commitment to creating an inclusive work environment, which reflects and supports the diversity of the community and enriches our perspectives in accordance with Governance Policy 7.7.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes October 2022 as Italian American Heritage Month. Acknowledgment of these observances at Valley Water will be coordinated through the Office of Racial Equity, Diversity, and Inclusion.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on September 27, 2022:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

JOHN L. VARELA
Chair Pro Tem, Board of Directors

ATTEST: MAX OVERLAND

Acting Clerk, Board of Directors

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Santa Clara Valley Water District

File No.: 22-1049

Agenda Date: 9/27/2022

Item No.: 3.6.

BOARD AGENDA MEMORANDUM

SUBJECT:

Consider and Approve the Membership Nominations for New Two-Year Term Committee Appointments to the Environmental and Water Resources Committee.

RECOMMENDATION:

Consider and Approve the Membership Nominations for New Two-Year Term Committee Appointment to the Environmental and Water Resources Committee (EWRC).

SUMMARY:

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

The following committee member nomination is submitted for Board appointment consideration in accordance with Board Resolution 17-75, Providing for and Defining the Structure and Function of Board Committees (Attachment 1). Respective committee applications for new nominees are included as (Attachments 2 and 3).

Applicant Name	Nominating Director	Nomination (2-year term)	Membership Category	Board Action
Swanee Edwards	John L. Varela	EWRC	District 1	New Appointment
Mary Lou Mazzone	John L. Varela	EWRC	District 1	New Appointment

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact for appointing committee members.

CEQA:

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

ATTACHMENTS:

Attachment 1: SCVWD Resolution No. 17-75

Attachment 2: Edwards Application

Attachment 3: Mazzone Application

UNCLASSIFIED MANAGER:

Candice Kwok-Smith, 408-630-3193

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

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

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

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

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

1. PURPOSE

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

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

2. MEMBERSHIP

- 2.1 Committee membership shall consist of the following:

Agricultural Water Advisory Committee

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

Environmental and Water Resources Committee

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

Santa Clara Valley Water Commission

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

Santa Clara Valley Water District Youth Commission

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

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

3. OFFICERS AND DUTIES

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

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

4. MEETINGS

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

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

5. SUB-COMMITTEES

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

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

RESOLUTION 17- 75

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

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

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

NOES: Directors None

ABSENT: Directors B. Keegan

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT



JOHN L. VARELA
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC



Clerk/Board of Directors

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Valley Water

APPLICATION FOR A SANTA CLARA VALLEY WATER DISTRICT COMMITTEE

Please complete this application in its entirety and submit an original signed copy to the Office of the Clerk of the Board at 5750 Almaden Expressway, San Jose, California 95118. If more space is needed, please attach additional pages. Applications are valid for one year from the date of receipt and are public record. This application is available on-line at www.valleywater.org under "Board of Directors." For assistance, please contact the Office of the Clerk of the Board at (408) 265-2607, extension 2277.

A. CONTACT INFORMATION

Name of Committee: Environmental and Water Resources Committee			
Name (First, Middle, Last): Swanee Auna Edwards			
Home Phone: [REDACTED]	Work Phone: [REDACTED]	Cell Phone: [REDACTED]	Fax: [REDACTED]
Mailing Address: (Street Address, City, State, ZIP) [REDACTED]			
E-mail: [REDACTED]			
If Applicable, Present Employer (Name and Address):		Job Title:	
Do you have a current contractual relationship with the Santa Clara Valley Water District? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please describe (if more space is needed, please attach additional pages):			

B. VOLUNTEER EXPERIENCE

List current and previous volunteer experience. Include experience with charitable organizations, committees and commissions, or public offices you may have held and relevant dates. If more space is needed, please attach additional pages.		
DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
Summer 2019 to present	Valley Water	Became a Valley Water Ambassador & Volunteer of the Year
2008 to present	Morgan Hill OEM	Graduated from the Community Emergency Response Team
2018 to present	County of Santa Clara	Election's Commissioner
2004 to present	San Martin	Member of the Perchlorate Community Advisory Group
2002-2005	City of Morgan Hill	Mobile Home Rent Stabilization Commissioner

C. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

- ☐ District Website ☒ Director (please specify): John Varela
☐ Committee Member (please specify): ☐ Other (please specify):

Please describe your interest in serving on this committee:

I am passionate about conserving water and saving our environment

Please describe your relevant qualifications, such as specific skills, training, or knowledge that should be considered in applying for this committee:

Former Field Project Manager for several local construction companies. Worked to have a water Wise Project done where I live, (large multi residential park) Supported the Cyote Valley Preservation effort and the Upper Llagas Creek Flood Protection Project.

How would the community benefit by your participation on this committee?

Active in a number of non profit organizations,

Are you available to attend committee meetings when scheduled? (please go to www.valleywater.org for committee meeting schedule details) ☒ Yes ☐ No If No, please describe:

I prefer zoom meetings if possible

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

None

D. EMERGENCY CONTACT INFORMATION

In case of emergency, contact:

1. Name: [REDACTED] Phone: [REDACTED]
2. Name: [REDACTED] Phone: [REDACTED]

I, HEREBY, ATTEST THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND MAY BE VERIFIED BY THE SANTA CLARA VALLEY WATER DISTRICT. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS MAY BE CAUSE FOR MY IMMEDIATE REJECTION AS AN APPLICANT OR TERMINATION FROM APPOINTMENT TO A COMMITTEE.

[REDACTED]
Applicant Signature

8-29-2022
Date Signed



Valley Water

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A. CONTACT INFORMATION

Name of Committee: EWRC			
Name (First, Middle, Last): Mary Lou Mazzone			
Home Phone:	Work Phone:	Cell Phone:	Fax:
Mailing Address: (Street Address, City, State, ZIP)			
E-mail:			
If Applicable, Present Employer (Name and Address):		Job Title:	
Do you have a current contractual relationship with the Santa Clara Valley Water District? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please describe (if more space is needed, please attach additional pages):			

B. VOLUNTEER EXPERIENCE

List current and previous volunteer experience. Include experience with charitable organizations, committees and commissions, or public offices you may have held and relevant dates. If more space is needed, please attach additional pages.		
DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
1995 -97	Gilroy Parks and Rec Commission	Visit my assigned park for any types of problems that need to be addressed, such as landscape, graffiti, unauthorized vehicles, lawns, bathrooms, etc.
1980 - 2013	Gilroy Garlic Festival	Hospitality, volunteer coordination, ticket sales, food prep.
1991 -2014	South County Housing	Coordinate events, fundraising
1990- 1996	Hispanic Chamber of Commerce	Fundraising and entertainer

C. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

☐ District Website

☒ Director (please specify): John Varela

☐ Committee Member (please specify):

☐ Other (please specify):

Please describe your interest in serving on this committee:

One of my interests and concern is the drought and what we can do to save water. The environment, plastic pollution and the general mindset of waste and throw away attitudes is of concern.

Please describe your relevant qualifications, such as specific skills, training, or knowledge that should be considered in applying for this committee:

As a property manager for 20 years, I was very aware of the importance of keeping plumbing, landscape, rain gutters, etc in excellent working conditions.

How would the community benefit by your participation on this committee?

I feel that my community has many of the same concerns that I have, but hesitate to do something about it. Such as rainwater collection and learning how not to be so wasteful. I would like to help my community learn what can be done to improve the conditions of our creeks, how we can save water, and try and eliminate as much lawn as possible.

Are you available to attend committee meetings when scheduled? (please go to www.valleywater.org for committee meeting schedule details) ☒ Yes ☐ No If No, please describe:

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

D. EMERGENCY CONTACT INFORMATION

In case of emergency, contact:

1. Name: [REDACTED]

Phone: [REDACTED]

2. Name: [REDACTED]

Phone: [REDACTED]

I, HEREBY, ATTEST THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND MAY BE VERIFIED BY THE SANTA CLARA VALLEY WATER DISTRICT. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS MAY BE CAUSE FOR MY IMMEDIATE REJECTION AS AN APPLICANT OR TERMINATION FROM APPOINTMENT TO A COMMITTEE.

[REDACTED]
Applicant Signature

Sept 1, 2022
Date Signed



Santa Clara Valley Water District

File No.: 22-1069

Agenda Date: 9/27/2022

Item No.: 3.7.

BOARD AGENDA MEMORANDUM

SUBJECT:

Consider and Approve the Membership Nomination for New Two-Year Term Committee Appointment to the Santa Clara Valley Water Youth Commission.

RECOMMENDATION:

Consider and Approve the Membership Nomination for New Two-Year Term Committee Appointment to the Santa Clara Valley Water Youth Commission.

SUMMARY:

In accordance with Board Governance Process Policy (No. GP-8), Board Committees are established to assist the Board with policy advice, Santa Clara Valley Water District Mission implementation, respective expertise, and, importantly, to help produce the link between Valley Water and the community.

The following committee member nomination for the Santa Clara Valley Water Youth Commission is submitted to the Board for new appointment consideration in accordance with Board Resolution 17-75, Providing for and Defining the Structure and Function of Board Committees (Attachment 2). The committee application for the new nominee is included as Attachment 1.

Applicant Name	Nominating Director	Nomination (2-year term)	Membership Category	Board Action: New Appointment
Bryan Blair	Director LeZotte	Youth Commission	District 4	New Appointment

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

The Office of the Clerk of the Board has budgeted funds to support the business meetings of the Board's Advisory Committees for Fiscal Year 2022-2023.

CEQA:

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

ATTACHMENTS:

Attachment 1: SCVWD Resolution No. 17-75

Attachment 2: Blair Application

UNCLASSIFIED MANAGER:

Donald Rocha, 408-630-2238

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

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

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

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

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

1. PURPOSE

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

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

2. MEMBERSHIP

- 2.1 Committee membership shall consist of the following

Agricultural Water Advisory Committee

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

Environmental and Water Resources Committee

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

Santa Clara Valley Water Commission

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

Santa Clara Valley Water District Youth Commission

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

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

3. OFFICERS AND DUTIES

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

- (f) Facilitate communication of committee comments, requests, and recommendations to the Board of Directors;
 - (g) Report to the committee on decisions of the Board of Directors which impact the committee's activities; and
 - (h) Perform other such duties as the Committee may prescribe consistent with the purpose of the Committee.
- 3.5 The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the unexpected vacancy of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed upon the Chairperson until such time as a new Chairperson is elected by the Committee.
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- 4.9 In the event a quorum of the Committee is not present at the scheduled start time of the meeting, or is lost during the meeting, at the discretion of the Chair of each Advisory Committee, individual Committee members present in the room may proceed to hear informational agenda items, including any staff reports. No action shall be taken on any agenda item when a quorum does not exist. No official record of statements made by individual Committee members, staff, or members of the public will be created. However, if a quorum is achieved at any time, action items may be heard, discussed, and voted upon.
- 4.10 Except for such actions to adjourn, action of the Committee may be taken only upon the affirmative vote of not less than a majority of the appointed members or their alternates present. The voting on all matters shall be by voice vote unless a roll call vote is called for by any member of the Committee. Only appointed Committee members or appointed alternates (who are sitting in an appointed member's stead) may vote on a matter.
- 4.11 Discussion on any agenda item by either Committee members or by any member of the general public may be limited, at the discretion of the Chairperson, to such length of time as the Chairperson may deem reasonable under the circumstances.
- 4.12 The Committee may adjourn any regular or special meeting to a time and place specified in the order of adjournment.

5. SUB-COMMITTEES

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

RESOLUTION 17- 75

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

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

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

NOES: Directors None

ABSENT: Directors B. Keegan

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT



JOHN L. VARELA
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC



Clerk/Board of Directors

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APPLICATION FOR A SANTA CLARA VALLEY WATER DISTRICT COMMITTEE

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A. CONTACT INFORMATION

Name of Committee: Valley Water Youth Commission			
Name (First, Middle, Last): Bryan Colin Blair			
Home Phone: [REDACTED]	Work Phone:	Cell Phone: [REDACTED]	Fax:
Mailing Address: (Street Address, City, State, ZIP) [REDACTED]			
E-mail: [REDACTED]			
If Applicable, Present Employer (Name and Address): [REDACTED]		Job Title: [REDACTED]	
Do you have a current contractual relationship with the Santa Clara Valley Water District? <input type="radio"/> Yes <input checked="" type="radio"/> No			
If Yes, please describe (if more space is needed, please attach additional pages):			

B. VOLUNTEER EXPERIENCE

List current and previous volunteer experience. Include experience with charitable organizations, committees and commissions, or public offices you may have held and relevant dates. If more space is needed, please attach additional pages.		
DATE(S):	NAME:	RESPONSIBILITIES/EXPERIENCE:
Summer 2020	[REDACTED]	[REDACTED]
Summer 2021	[REDACTED]	[REDACTED]

C. INTEREST AND AVAILABILITY

How did you hear about this committee opening?	
<input checked="" type="checkbox"/> District Website	<input type="checkbox"/> Director (please specify):
<input type="checkbox"/> Committee Member (please specify):	<input type="checkbox"/> Other (please specify):
Please describe your interest in serving on this committee: [REDACTED]	
Please describe your relevant qualifications, such as specific skills, training, or knowledge that should be considered in applying for this committee: [REDACTED]	
How would the community benefit by your participation on this committee? [REDACTED]	
Are you available to attend committee meetings when scheduled? (please go to www.valleywater.org for committee meeting schedule details) <input checked="" type="radio"/> Yes <input type="radio"/> No If No, please describe:	
If you have a disability, what accommodations would you need to serve on this committee? N.A.	

D. EMERGENCY CONTACT INFORMATION

In case of emergency, contact:	
1. Name: [REDACTED]	Phone: [REDACTED]
2. Name: [REDACTED]	Phone: [REDACTED]

I, HEREBY, ATTEST THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND MAY BE VERIFIED BY THE SANTA CLARA VALLEY WATER DISTRICT. I UNDERSTAND THAT MISREPRESENTATION OR OMISSIONS MAY BE CAUSE FOR MY IMMEDIATE REJECTION AS AN APPLICANT OR TERMINATION FROM APPOINTMENT TO A COMMITTEE.

[REDACTED]

Applicant Signature

6/29/22

Date Signed



SUPPLEMENTAL QUESTIONNAIRE FOR A SANTA CLARA VALLEY WATER DISTRICT COMMITTEE

Please complete this supplemental questionnaire **ONLY IF** applying for the **YOUTH COMMISSION**. For more information or questions, please email: youthcommission@valleywater.org.

Name (First, Last): Bryan Blair		
What School Do You Attend: [REDACTED]		Grade Level: [REDACTED]
Extra-Curricular Activities: [REDACTED]		Favorite Subjects: [REDACTED]
Please go to www.valleywater.org and scroll down to Valley Water in Your Area to identify your Board Member and District #.		
Board Member's Name: Linda J. LeZotte	District # 4	Board Member District #: 4

In 300 words or less: (If more space is needed, please attach additional pages.)

1. What do you feel are the top three issues young people in Santa Clara County are facing, particularly around water or environmental stewardship? If appointed, how will you connect these issues to your role on the Youth Commission?

[REDACTED]

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

[REDACTED]

Applicant: I, [REDACTED] (print applicant name) verify that the information I have provided on this application is accurate. All information provided is subject to verification. False, inaccurate, or ineligible applications will be disqualified.

Parent/Guardian: I, [REDACTED] (parent/guardian signature) understand that my child has applied for the Santa Clara Valley Water District Youth Commission and has my express permission.

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Santa Clara Valley Water District

File No.: 22-1109

Agenda Date: 9/27/2022

Item No.: *3.8.

BOARD AGENDA MEMORANDUM

SUBJECT:

Accept the CEO Bulletin for the Weeks of September 9-22, 2022.

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.

ENVIRONMENTAL JUSTICE IMPACT:

There is no Environmental Justice impact associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: 092222 CEO Bulletin

UNCLASSIFIED MANAGER:

Rick Callender, 408-630-2017

To: Board of Directors
From: Rick L. Callender, CEO

Weeks of September 9 – September 22, 2022

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>	Third Cohort of Valley Water Emerging Leaders Graduate
<u>2</u>	Valley Water hosts regulatory agency site visits of environmental restoration projects
<u>3</u>	Valley Water to Participate in Phase 1 Microplastics Monitoring

1. Third Cohort of Valley Water Emerging Leaders Graduate

Valley Water's third cohort of 21 Emerging Leaders graduated from the certificate program on September 8, 2022. The Emerging Leaders Certificate Program (ELCP) is a rigorous, year-long program that takes at least 200 hours to complete. The curriculum includes classroom training, outside project work, mentoring and/or supervision, panel presentations, and e-learning, and is designed for employees striving to be Supervisors or Unit Managers but with fewer than two (2) years of supervisory experience.

The graduation ceremony was held Thursday, September 8, 2022. CEO Rick Callender opened the ceremony with a warm welcome and opening remarks. Five teams of emerging leader participants then presented their capstone projects to a mock "Board of Directors" which was comprised of our executive management team. The capstone projects allow the teams to work on real issues or problems and come up with recommendations and solutions. The five capstone projects were 1) Benefits Service Support 2) Pipeline Emergency Action Plan 3) Right of Way Use Policy 4) Standardized Infrastructure Data, and 5) Outgoing/Incoming Communication Channel Alignment.

Since 2017, including the 2022 class, 68 participants have graduated from this program. To date, almost two-thirds of graduates have been promoted and are supervisors; six are Unit Managers.

For further information, please contact Ingrid Bella at (408) 630-3171.

2. Valley Water hosts regulatory agency site visits of environmental restoration projects

On September 14, 2022, Valley Water hosted several regulatory agencies on a site tour of three watershed project sites. Staff from National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW), and San Francisco Bay Regional Water Quality Control Board (SFWQB) visited these sites along with Valley Water operations and maintenance staff, engineers, environmental planners and biologists.

Sites visited include a fish ladder project at Evelyn Avenue on Stevens Creek, which is currently under design, Upper Guadalupe gravel augmentation site, which completed construction in 2021, and Coyote Percolation Ponds flashboard dam replacement, which is currently under design. All three sites have fish ladder/habitat improvement elements that the resource agencies were interested in understanding site conditions, assess effectiveness as well as give feedback on design features being considered.

Valley Water presented the design elements and current status of each project and resource agencies were well engaged in understanding the design features and gave initial feedback. Evelyn fish ladder is at 30% design completion and Valley Water will continue working with the resource agencies in refining the design with the understanding that the project will be constructed under the current Stream Maintenance Permit (SMP). Coyote Percolation Ponds Dam replacement is at 90% design completion with pre-purchase of the bladder dam completed, and construction of the civil work anticipated to start in January 2023. NMFS is currently reviewing the 90% design drawings for the Coyote Percolation Ponds Dam and Valley Water anticipates receiving comments in the coming weeks.

For further information, please contact Rechelle Blank at (408) 630-2615.

3. Valley Water to Participate in Phase 1 Microplastics Monitoring

On September 28, 2018, Senate Bill No. 1422 was signed into law requiring the California State Water Resources Control Board (State Board) to define microplastics in drinking water and adopt a standard methodology for microplastics testing and reporting, including public disclosure of those results. Currently, the toxicity and health effects to humans from microplastics exposure in drinking water are inconclusive.

On September 7, 2022, the State Board's Division of Drinking Water (DDW) adopted the "Policy Handbook Establishing a Standard Method of Testing and Reporting of Microplastics in Drinking Water." Per the definition adopted by the State Board on June 16, 2020, microplastics in drinking water are unregulated emerging contaminants defined as solid polymeric particles, ranging from one nanometer to five millimeters in size.

A total of thirty California public water systems of various types and sizes were selected by DDW to participate in Phase 1 monitoring. Valley Water has been listed as one of the public water systems subject to the Phase 1 requirement of monitoring and testing for microplastics in a source water. The goal of Phase 1 is to determine the relative contribution of rain, stormwater, and atmospheric deposition to the presence of microplastics in source waters. Phase 2, which is anticipated to occur in about 3 years, will expand the monitoring and testing requirement to treated water. Prior to issuing monitoring orders, DDW will hold a public workshop to address any concerns and determine the appropriate sampling locations.

Valley Water will continue to proactively track the rapidly evolving scientific developments around microplastics, and work with regulatory bodies and partner agencies (such as American Water Works Association, Association of California Water Agencies, Zone 7 Water Agency, and the Alameda County Water District) to provide input for regulatory developments, to develop monitoring and testing plans, and to better understand the presence and potential sources of microplastics in our source water supplies.

For any questions, please contact Sam Bogale at (408) 630-3505.



Santa Clara Valley Water District

File No.: 22-1088

Agenda Date: 9/27/2022

Item No.: *3.9.

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.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: 071222 CS and Regular Meeting Minutes

Attachment 2: 080922 CS and Regular Meeting Minutes

UNCLASSIFIED MANAGER:

File No.: 22-1088

Agenda Date: 9/27/2022
Item No.: *3.9.

Michele King, 408-630-2711



BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, JULY 12, 2022
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 was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, and by Zoom teleconference, at 11:00 a.m.

1.1. Roll Call.

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

Director Tony Estremera arrived as noted below.

Staff members in attendance were R. Callender, Chief Executive Officer, C. Orellana, District Counsel, M. King, Clerk, Board of Directors, J. Aranda, E. Aryee, A. Baker, R. Blank, J. Bourgeois, J. Codianne, A. Fulcher, R. Gibson, V. Gin, A. Gordon, A. Gschwind, C. Hakes, B. Hopper, M. Lugo, P. McElroy, L. Orta, D. Rocha, K. Struve, D. Taylor, G. Williams, B. Yerrapotu, and T. Yoke.

2. TIME CERTAIN:

11:00 AM

Chair Pro Tem Varela confirmed that the Board would adjourn to Closed Session for consideration of Items 2.1 through 2.7.

Director Estremera arrived.

**2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
23 Potential Cases**

- 2.2. 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: 078-010-001, 078-010-004 (Merced County), 865-10-023, 865-10-022, 898-10-024, 898-10-020, 898-11-003, 898-11-004, 898-11-008, 898-11-016, 898-11-020, 898-11-021, 898-11-022, 898-11-023, 898-11-025, 898-11-030, 898-11-032, 898-13-001, 898-13-002, 898-13-003, 898-13-004 (Santa Clara County)
Agency Negotiators: Rick Callender, Melanie Richardson, Aaron Baker, Chris Hakes, R. McCarter, Kathy Bradley, and Bill Magleby
Negotiating Parties: Edmund Jin, Eva Lu
- 2.3. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Santa Clara Valley Water District v. Edmund Jin, et al.
(Santa Clara County Superior Court, Nos. 22CV397577 and 19CV352227)
- 2.4. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Stop The Pacheco Dam Project Coalition v. Santa Clara Valley Water District
(Santa Clara County Superior Court, No. 22CV399384)
- 2.5. 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: 865-10-004, 865-10-010, 865-10-019, 865-11-007, 865-11-008, 865-11-019, 865-11-020, 865-11-021, 865-11-024, 865-11-029, 865-15-005, 865-15-006, 865-11-023, 865-11-022, 865-11-031, 865-11-030, 865-11-026, 865-11-027, 865-10-019, 865-11-025, 865-11-028, and 865-16-002
Agency Negotiators: Rick Callender, Melanie Richardson, Aaron Baker, Chris Hakes, Kathy Bradley, and Bill Magleby
Negotiating Parties: Pacheco Land & Cattle Co., LLC
- 2.6. 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: 241-05-015, 241-05-001, 241-04-024, 254-17-052, 254-13-101, 254-13-098, 254-13-090, 254-17-072, 254-39-021, 254-01-004, 249-21-005, 467-29-035, 467-39-103, 467-39-102, 467-50-065, 467-29-029, 467-29-028, 472-31-042, 472-31-041, 472-31-040
Agency Negotiators: Rick Callender, Melanie Richardson, Rechelle Blank, Bhavani Yerrapotu, Kathy Bradley, Bill Magleby, Julianne O'Brien

Negotiating Parties: San Jose Water Company, Granite Rock Co., SJ Sierra Group LLC, Berryessa FM, Southern Pacific Transportation Co., Terreno Berryessa, Catherine Yard, Public Storage, City of San Jose, Ananya Kaewphokha, Vu Tran Nguyen-Dal and Andrew Lam, Puon Penn, Renee and Robert J. Souza, Evelyn Monroe Neill and James Bruce Neill, Preston Powell and Norwita Williams-Powell, Michele A. Dour, Suzanne Brenner and Fred Wiehe

2.7. 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, including Director Estremera and staff were present.

1:00 PM

2.8. District Counsel Report on Closed Session.

Carlos Orellana, District Counsel, reported that in regard to Items 2.1 through 2.6, the Board met in Closed Session with all members present, and gave direction to staff on Items 2.2, 2.5, and 2.6; took no reportable action on Items 2.1, 2.3, and 2.4.

Chair Pro Tem Varela confirmed the Board received and noted Item 2.7.

2.9. Pledge of Allegiance/National Anthem.

Director Keegan led all present in reciting the Pledge of Allegiance.

2.10. Orders of the Day.

Chair Pro Tem Varela confirmed that Items 3.1, 3.4, and 3.10 would be removed from the Consent Calendar and considered individually.

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

Chair Pro Tem Varela declared time open for public comment on any subject not on the agenda. There was no one present who wished to speak.

2.12. 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.

Aaron Baker, Chief Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo; and the corresponding presentation materials contained in Supplemental Attachment 1 were reviewed by staff as follows: Neeta Bijoor, Senior Water Resource Specialist, reviewed Slides 1 through 10.

The Board noted the information, without formal action.

REGULAR AGENDA:

3. CONSENT CALENDAR:

Chair Pro Tem Varela removed Items 3.1, 3.4, and 3.10 from the Consent Calendar for individual consideration, and the Board considered Consent Calendar Items 3.2 through 3.3, 3.5 through 3.9, and 3.11 under one motion.

- 3.2. Denial of Request to Modify Groundwater Benefit Zone W-2 to Exclude Wells 06S03W13C001 and 06S03W13C049.

Recommendation: Deny the request to modify Groundwater Benefit Zone W-2 to exclude wells 06S03W13C001 and 06S03W13C049.

- 3.3 Adopt Plans and Specifications and Authorize Advertisement for Bids for the Anderson Dam Seismic Retrofit Project, Federal Energy Regulatory Commission Order Compliance Project, Coyote Creek Stream Augmentation Fish Protection Measure: Chiller Plant Project, Project No. 91864008, Contract No. C0684 (Morgan Hill) (District 1).

Recommendation: A. Adopt the Plans and Specifications and Authorize Advertisement for Bids for Construction of the Coyote Creek Stream Augmentation Fish Protection Measure: Chiller Plant Project (Project) per the Notice to Bidders; and
B. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

- 3.5. Approve Standard On-Call Consulting Agreements for On-Call Recruitment Services with GVP Ventures, Inc., DBA Bob Murray and Associates, Agreement No. A4642A, and WBCP, Inc., Agreement No. A4643A, each, for a Not-to-Exceed Fee of \$500,000.

Recommendation: A. Approve the Standard On-Call Consultant Agreement between the Santa Clara Valley Water District and GVP Ventures, Inc., DBA Bob Murray and Associates (Consultant) for On-Call Recruitment Services, for a not-to-exceed fee of \$500,000; and
B. Approve the On-Call Consultant Agreement between the Santa Clara Valley Water District and WBCP, Inc. for On-Call Recruitment Services for a not-to-exceed fee of \$500,000.

- 3.6. Approve Consultant Agreement No. A4650A with Vasquez and Company LLP for Performing the Audit of the FY2022, FY2023, and FY2024 Financial Statements (with the Option to Extend Two Additional Years), PB File No. VW0125, for a Not-To-Exceed Amount of \$368,205.

Recommendation: Approve Consultant Agreement No. A4650A with Vasquez and Company LLP for performing the audit of the FY2022,

FY2023, and FY2024 financial statements (with the option to extend two additional years) for a not-to-exceed amount of \$368,205.

- 3.7. Approve First Amendment to Memorandum of Understanding Between the Santa Clara Valley Water District and Our City Forest for the Lawn Busters Program to implement the Lawn Conversion Program (Lawn Busters Program) and Do-It-Yourself (DIY) Lawn Busters Trainings for the Water Conservation Project, Project No. 91151001.

Recommendation: Approve First Amendment to Memorandum of Understanding Between the Santa Clara Valley Water District and Our City Forest for the Lawn Busters Program to clarify Valley Water's responsibilities and Our City Forest's responsibilities.

- 3.8. Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work of the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements Project, Blocka Construction Inc., Contractor, Project No. 91214010, Contract No. C0653 (Merced County).

Recommendation: A. Accept the work on the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements Project, Project 91214010, Blocka Construction Inc., Contractor, Contract No. C0653 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder.

- 3.9. Bay Area Proposition 1 Integrated Regional Water Management Implementation Grant Memorandum of Understanding.

Recommendation: A. Approve the Bay Area Proposition 1 Integrated Regional Water Management Implementation Grant Memorandum of Understanding (MOU) with the East Bay Municipal Utility District (EBMUD) and other Participating Agencies to receive grant funds;
B. Delegate authority to the Chief Executive Officer, or his designee, to execute the MOU;
C. Delegate authority to the Chief Executive Officer, or his designee, to sign and submit invoices and requests for grant fund reimbursements to be made pursuant to the agreements; and
D. Delegate to the Chief Executive Officer, or his designee, such other authority as needed to provide management and support services required for performance of the work and administration pursuant to

the grant agreements, as deemed necessary and appropriate.

3.11. Accept the CEO Bulletin for the Weeks of June 10, 2022 Through July 7, 2022.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 3.2 through 3.3, 3.5 through 3.9, and 3.11 under one motion, as follows: deny the request to modify Groundwater Benefit Zone W-2 to exclude wells 06S03W13C001 and 06S03W13C049 as contained in Item 3.2; adopt the plans and specifications and authorize advertisement for bids and issuance of addenda for the Chiller Plant Project, as contained in Item 3.3; approve Consultant Agreement No. A4642A, with GVP Ventures, Inc., DBA Bob Murray and Associates and WBCP, Inc., Agreement No. A4643A, for On-Call Recruitment Services, each, for a not-to-exceed fee of \$500,000 as contained in Item 3.5; approve Consultant Agreement No. A4650A with Vasquez and Company LLP for performing the audit of the FY2022, FY2023, and FY2024 financial statements (with the option to extend two additional years) for a not-to-exceed amount of \$368,205 as contained in Item 3.6; approve First Amendment to Memorandum of Understanding with Our City Forest for the Lawn Busters Program as contained in Item 3.7; accept the work on the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements Project, Blocka Construction Inc., Contractor, as complete; and direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work as contained in Item 3.8; approve the Bay Area Proposition 1 Integrated Regional Water Management Implementation Grant Memorandum of Understanding (MOU) with the East Bay Municipal Utility District (EBMUD) and other participating agencies for grant funds and delegate authority to the Chief Executive Officer (CEO), or his designee, to execute the MOU as contained in Item 3.9; and accept the CEO Bulletin as contained in Item 3.11.

Move to Approve: Richard Santos

Second: Tony Estremera

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

Nays: None

Abstains: None

Recuses: None

Absent: None

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

Chair Pro Tem Varela moved the agenda to Item 3.1.

- 3.1. Certification of June 7, 2022, Primary Election and Official Results for Board of Directors Measure A - Amendment of the Term Limits Ordinance of the Santa Clara Valley Water District Limiting the Number of Terms a Board Member May Serve as a District Board Member.

Recommendation: Accept the Santa Clara County Registrar of Voters' Statement of Votes and Certificates of Election Results for Measure A - Amendment of the Term Limits Ordinance of the Santa Clara Valley Water District Limiting the Number of Terms a Board Member May Serve as a District Board Member, declaring the totals to be the final results of the election, and declaring the passage of Measure A.

Director LeZotte requested Item 3.1 be pulled from the Consent Calendar for individual consideration to allow for a separate vote on the record for this Item.

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

Chair Pro Tem Varela moved the agenda to Item 3.4.

- 3.4. Agreement for the Construction and Maintenance of the Permanente Creek Enhancement Project between Google LLC and Santa Clara Valley Water District and Associated Operations and Maintenance Agreement and Valley Water Easement Agreements.

Recommendation: A. Consider the environmental effects of the Permanente Creek Enhancement Project, as discussed in the Initial Study of Environmental Significance, 2030 General Plan and Greenhouse Gas Reduction Program EIR, North Bayshore Precise Plan Environmental Impact Report, and North Bayshore Precise Plan Subsequent EIR;
B. Adopt the Resolution MAKING RESPONSIBLE AGENCY FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE 2030 GENERAL PLAN AND GREENHOUSE GAS REDUCTION PROGRAM EIR, NORTH BAYSHORE PRECISE PLAN ENVIRONMENTAL IMPACT REPORT, AND NORTH BAYSHORE PRECISE PLAN SUBSEQUENT ENVIRONMENTAL IMPACT REPORT;

- C. Adopt the Resolution EXCHANGE OF REAL PROPERTY RIGHTS WITH GOOGLE LLC AND APPROVAL OF THE AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF THE PERMANENTE CREEK ENHANCEMENT PROJECT relating to APN Nos. 116-09-094, 116-09-108, 116-08-101, 116-08-105, and 116-09-140, Real Estate File Nos. 1024-173, 1024-174, 1024-175, 1024-108, 1024-121.1 and 1024-35.02, which does the following:
- i. Approves the Agreement for the Construction and Maintenance of the Permanente Creek Enhancement Project with Google, LLC;
 - ii. Authorizes the Chief Executive Officer to execute two quitclaim deeds for the Existing Slope Easement and Remnant Easement to Google LLC; and
 - iii. Authorizes the Chief Executive Officer to accept and execute several easements granted by Google LLC: the Amendment and Restatement of Grant of Easement, the Exclusive Easement Agreement, the Frontage Road Access Easement Agreement, and the 900 Alta Easements Agreement with Google LLC; and
- D. Approve the Permanente Creek Enhancement Project: Operations and Maintenance Agreement.

The Board requested that staff quantify in future board reports, the costs versus the benefits to keep the Board and the public informed of the potential advantages for the project.

Motion: Adopt Resolution 22-64, MAKING RESPONSIBLE AGENCY FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE 2030 GENERAL PLAN AND GREENHOUSE GAS REDUCTION PROGRAM EIR, NORTH BAYSHORE PRECISE PLAN ENVIRONMENTAL IMPACT REPORT, AND NORTH BAYSHORE PRECISE PLAN SUBSEQUENT ENVIRONMENTAL IMPACT REPORT; Adopt Resolution 22-65, EXCHANGE OF REAL PROPERTY RIGHTS WITH GOOGLE LLC AND APPROVAL OF THE AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF THE PERMANENTE CREEK ENHANCEMENT PROJECT, by roll call vote; and Approve the Permanente Creek Enhancement Project: Operations and Maintenance Agreement.

Move to Adopt: Barbara Keegan
 Second: Gary Kremen
 Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
 Nays: None
 Abstains: None
 Recuses: None
 Absent: None
 Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Chair Pro Tem Varela moved the Agenda to Item 3.10.

- 3.10. Adopt Resolution by the Santa Clara Valley Water District Designating Representatives to Negotiate, Execute a Grant Agreement and Any Amendments Thereto, with California Department of Water Resources (DWR) for the Cross Valley Pipeline Extension Project, Project No. 91864010.

Recommendation: A. Adopt RESOLUTION BY THE SANTA CLARA VALLEY WATER DISTRICT DESIGNATING REPRESENTATIVES TO NEGOTIATE AND EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO, WITH CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE FOR THE CROSS VALLEY PIPELINE EXTENSION PROJECT, PROJECT NO. 91864010;
 B. Delegate authority to the Chief Executive Officer (CEO), Assistant Chief Executive Officer (ACEO), or designee to negotiate and execute a Grant Agreement with the State of California, Department of Water Resources (DWR) for funding to support the Cross Valley Pipeline Extension (Project);
 C. Delegate authority to the Chief Executive Officer (CEO), Assistant Chief Executive Officer (ACEO), or designee to sign and submit invoices and requests to DWR for grant fund reimbursements to be made pursuant to the Grant Agreement; and
 D. Delegate to the CEO or designee such other authority as needed to provide management and support services required for performance of the work and administration pursuant to the grant agreement, as deemed necessary and appropriate.

Christopher Hakes, Deputy Operating Officer, confirmed with the Board that there is sufficient work left on this project to utilize the DWR grant.

Motion: A. Adopt RESOLUTION 22-66, BY THE SANTA CLARA VALLEY WATER DISTRICT DESIGNATING REPRESENTATIVES TO NEGOTIATE AND EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO, WITH CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE

CROSS VALLEY PIPELINE EXTENSION PROJECT,
PROJECT NO. 91864010, by roll call vote; and
approved staff's recommendations B, C, and D.

Move to Adopt: Barbara Keegan
Second: Richard Santos
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary
Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Chair Pro Tem Varela returned the agenda to Item 4.1.

4. BOARD OF DIRECTORS:

4.1. Santa Clara Valley Water District Economic Outlook and Potential Recession Planning Discussion.

Recommendation: Refer a discussion of the Santa Clara Valley Water District (Valley Water) economic outlook and planning for a potential recession to the Capital Improvement Program (CIP) Committee.

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

The Board referred this Item to Capital Improvement Committee (CIP) to allow for staff to review, prepare, and to begin a long-term economic outlook and potential recession discussion regarding its possible effects on staffing and public projects.

Move to Refer to Staff: Nai Hsueh
Second: Richard Santos
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary
Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

The Board considered Items 4.2, 4.3, and 4.4 without a staff presentation.

Michele King, Clerk, Board of Directors, momentarily stepped out of the meeting and returned as noted below. During Michele King's absence, the roll call votes on Items 4.2 through 4.4 were administered by Max Overland, Acting Deputy Clerk of the Board.

4.2. Adopt Resolution Providing for the Compensation of the Clerk of the Board, a Board Appointed Officer of the Santa Clara Valley Water District.

Recommendation: A. Consider and determine compensation adjustments, if any, for the Clerk of the Board; and
B. Adopt the Resolution PROVIDING FOR THE COMPENSATION OF THE CLERK OF THE BOARD, A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT, and approve the Fifth Amendment to the Employment Agreement Between the Santa Clara Valley Water District and Michele King, consistent with Board-approved compensation adjustments.

Motion: Determine the compensation of the Clerk of the Board to provide an annual compensation rate of \$303,309.00; adopt Resolution 22-68, PROVIDING FOR THE COMPENSATION OF THE CLERK OF THE BOARD, A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT, by roll call vote, and approve the Fifth Amendment to the Employment Agreement Between the Santa Clara Valley Water District and Michele King, consistent with Board-approved compensation adjustments.

Move to Adopt: Nai Hsueh
Second: Linda J. LeZotte
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Carlos Orellana momentarily stepped out of the meeting and returned as noted below. Brian Hopper, Senior Assistant District Counsel, sat in as counsel during Carlos Orellana's absence.

4.3. Adopt Resolution Providing for the Compensation of the District Counsel, a Board Appointed Officer of the Santa Clara Valley Water District.

Recommendation: A. Consider and determine compensation adjustments, if any, for the District Counsel; and
B. Adopt the Resolution PROVIDING FOR THE COMPENSATION OF THE DISTRICT COUNSEL, A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT and approve the Second Amendment to the Employment Agreement Between the Santa Clara Valley Water District and

Juan Carlos Orellana, consistent with Board-approved compensation adjustments.

Motion: Determine the compensation of the District Counsel to provide an annual compensation rate of \$ 362,578.00; adopt the Resolution 22-69, PROVIDING FOR THE COMPENSATION OF THE DISTRICT COUNSEL, A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT, by roll call vote, and approve the Second Amendment to the Employment Agreement Between the Santa Clara Valley Water District and Juan Carlos Orellana, consistent with Board-approved compensation adjustments.

Move to Adopt: Nai Hsueh
Second: Linda J. LeZotte
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Rick Callender, Chief Executive Officer, momentarily stepped out of the meeting and returned as noted below.

4.4. Adopt Resolution Providing for the Compensation of the Chief Executive Officer, a Board Appointed Officer of the Santa Clara Valley Water District.

Recommendation: A. Consider and determine compensation adjustments, if any, for the Chief Executive Officer; and
B. Adopt the Resolution PROVIDING FOR THE COMPENSATION OF THE CHIEF EXECUTIVE OFFICER, A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT and approve the Third Amendment to the Employment Agreement Between the Santa Clara Valley Water District and Enrico Callender, consistent with Board-approved compensation adjustments.

Motion: Determine the compensation of the CEO to provide an annual compensation rate of \$415,536.00; adopt Resolution 22-70, PROVIDING FOR THE COMPENSATION OF THE CHIEF EXECUTIVE OFFICER, A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT, by roll call vote, and approve the Third Amendment to the Employment Agreement Between the Santa Clara Valley

Water District and Enrico Callender, consistent with Board-approved compensation adjustments.

Move to Adopt: Nai Hsueh
Second: Tony Estremera
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Rick Callender and Carlos Orellana returned.

Michele King resumed facilitation of the votes for the remainder of the meeting.

4.5. Board Committee Reports.

Director Kremen reviewed the information on the June 17, 2022 Water Storage Exploratory Committee Meeting, as contained in Handout 4.5-A. Copies of the Handout were distributed to the Board and made available to the public.

The Board noted the information, without formal action.

5. WATER UTILITY ENTERPRISE:

- 5.1. Receive Report of Bids, Ratify Addenda, Approve the Contingency Fund, and Award the Construction Contract for the Almaden Valley Pipeline Inspection and Rehabilitation Project, as part of the 10-Year Pipeline Inspection and Rehabilitation Project, Project No. 95084002, Contract No. C0685 (San Jose, Unincorporated Santa Clara County) (District 1, District 7).

Recommendation: A. Ratify Addenda No. 1 to the Contract Documents for the Almaden Valley Pipeline Inspection and Rehabilitation Project;
B. Award the Contract to Mountain Cascade, Inc., located in Livermore, CA, in the sum of \$6,376,000; and
C. Approve a contingency of 10% in the amount of \$637,600 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

The Board considered Item 5.1. without a staff presentation.

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

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

6. WATERSHEDS:

The Board considered Items 6.1, 6.2, and 6.3 without a staff presentation.

- 6.1. Approve the Consultant Agreement No. A4636A with Triple HS, Inc. d/b/a H.T. Harvey & Associates for the Integrated Invasive Plant Management Program (IIPMP): Manual Development and California Environmental Quality Act (CEQA) Compliance and Regulatory Permitting for the Water Resources Environmental Planning & Permitting Project, Project No. 00741042, PB File No. VW0108 for a Not-to-Exceed Fee of \$1,487,782.

Recommendation: Approve the Consultant Agreement No. A4636A with Triple HS, Inc. d/b/a H.T. Harvey & Associates for the IIPMP: Manual Development and CEQA Compliance and Regulatory Permitting for the Water Resources Environmental Planning & Permitting Project for a Not-to-Exceed Fee of \$1,487,782.

Move to Approve: Tony Estremera
Second: Nai Hsueh
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- 6.2. Approve the Consultant Agreement No. A4637A with Stillwater Sciences Ecosystem, Watershed and Riverine Sciences for Guadalupe River Mitigation and Monitoring Water Years 2022-2025, Project No. 30151026, PB File No. VW0082, for a Not-to-Exceed Amount of \$1,195,956.

Recommendation: Approve the Consultant Agreement No. A4637A with Stillwater Sciences Ecosystem, Watershed and Riverine Sciences for Guadalupe River Mitigation and Monitoring Water Years 2022-2025, for a Not-to-Exceed Amount of \$1,195,956.

Move to Approve: Tony Estremera
Second: Richard Santos
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- 6.3. Receive Report of Bids, Approve the Contingency Fund, and Award the Construction Contract for the Bolsa Road Fish Passage Improvements Project, Project No. 26044004, Contract No. C0687 in the Sum of \$5,047,907 (Gilroy) (District 1).

Recommendation: A. Award the Contract to A. Teichert & Son, Inc., located in Sacramento, CA, in the sum of \$5,047,907; and
B. Approve a contingency sum of \$757,186.05 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Move to Approve: Tony Estremera
Second: Nai Hsueh
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

None.

8. EXTERNAL AFFAIRS:

None.

9. CHIEF EXECUTIVE OFFICER:

9.1. CEO and Chiefs' Report.

Rachael Gibson, Chief of External Affairs, reviewed and distributed the attached Communications Update, identified as Handouts 9.1.-A and 9.1-B.

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

The Board noted the information, without formal action.

10. ADMINISTRATION:

None.

11. DISTRICT COUNSEL:

None.

12. ADJOURN:

12.1. Board Member Reports/Announcements.

The Board confirmed that all Board Member Reports would be held over until next Board meeting on August 9, 2022.

12.2 Proposed Future Board Member Agenda Items.

None.

12.3. Clerk Review and Clarification of Board Requests.

Michele King confirmed that there were no new Board Member Requests.

12.4. Adjourn to Regular Meeting at 1:00 p.m., on August 9, 2022.

Chair Pro Tem Varela adjourned the meeting at 1:45 p.m., to the 1:00 p.m. Regular Meeting on August 9, 2022.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, AUGUST 9, 2022
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 was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, and by Zoom teleconference, at 11:00 a.m.

1.1. Roll Call.

Board members in attendance were Tony Estremera, Barbara Keegan, Gary Kremen, Linda J. LeZotte, and Richard Santos, constituting a quorum of the Board.

Chair Pro Tem John L. Varela and Director Nai Hsueh were excused from attending.

During Chair Pro Tem Varela's absence, the meeting was facilitated by Vice Chair Pro Tem Keegan.

Staff members in attendance were C. Orellana, District Counsel, M. King, Clerk, Board of Directors, A. Baker, J. Codianne, A. Fulcher, R. Gibson, V. Gin, D. Rocha, and G. Williams. Chief Operating Officer T. Yoke represented Chief Executive Officer R. Callender, Deputy Operating Officer P. McElroy represented Chief Operating Officer T. Yoke, Deputy Operating Officer C. Hakes represented Assistant Chief Executive Officer M. Richardson, and Deputy Operating Officer J. Bourgeois represented Chief Operating Officer R. Blank.

2. TIME CERTAIN:

11:00 AM

Vice Chair Pro Tem Keegan 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: 72937016, 72937017,
72937018, 72937019, 72937029, 72937030, 72937020, 72937021, 72937022
Agency Negotiators: Rick Callender, Melanie Richardson, Chris Hakes, Ryan
McCarter, Kathy Bradley, Bill Magleby, and Edna Campero
Negotiating Parties: James H. Woodward; Rebecca Grace Watkin; Hao Tan Le;
Robert Tomio Weir; Nicole Marie Weir; John B. Schlaefer; Martin E. Holler,
Trustee; Laura Nuno, Trustee; Guy Trujillo; and Janice M. Schultz, Trustee
- 2.2. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)
7 Potential Cases

Upon return to Open Session, the same Board members, excluding Chair Pro Tem
Varela and Director Hsueh, and staff were present.

1:00 PM

- 2.3. District Counsel Report on Closed Session.
- 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, excluding Chair Pro
Tem Varela and Director Hsueh, and gave direction to staff on Item 2.1 and took
no reportable action on Item 2.2.
- 2.4. Pledge of Allegiance/National Anthem.
- Vice Chair Pro Tem Keegan led all present in reciting the Pledge of Allegiance.
- 2.5. Orders of the Day.
- Vice Chair Pro Tem Keegan 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.
- Vice Chair Pro Tem Keegan declared time open for public comment on any
subject not on the agenda.
- Ben Eichenberg, San Francisco Baykeeper Staff Attorney, spoke about the
significance of Valley Water's continued efforts to follow the Fish Aquatic Habitat
Collaborative Effort (FAHCE) Plus Plan Alternative in the Draft Environmental
Impact Report allowing support for the stewardship of creeks and rivers for the
survival of all endangered fish species.

2.7. Recognition of the Synopsys Science Fair Special Award Recipients.

Recommendation: Recognize the Synopsys Science Fair Special Award Recipients.

Glenna Brambill, Management Analyst, reviewed the information on this item, per the attached Board Agenda Memo.

The Board noted the information, without formal action.

2.8. Youth Commission Drought Awareness and Conservation Toolkit.

Recommendation: Receive information on the Santa Clara Valley Water District Youth Commission's Drought Awareness and Conservation Toolkit.

Don Rocha, Deputy Administrative Officer, reviewed the information on this item, per the attached Board Agenda Memo; and Anika Kulkarni, Youth Commission Chair, and District 3 Representative, reviewed information contained in Attachment 1.

The Board noted the information, without formal action.

2.9. Presentation of the Santa Clara Valley Water District Youth Commission's (Youth Commission) Accomplishments Report and Recognition of the 2022 Outgoing Youth Commission Members.

Recommendation: A. Receive and accept the Youth Commission's Accomplishments Report; and
B. Acknowledge and recognize the 2022 outgoing Youth Commission Members.

Glenna Brambill reviewed the information on this item, per the attached Board Agenda Memo, and per the information on Attachment 2; and Anika Kulkarni, reviewed information on Attachment 1.

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

2.10. 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.

Aaron Baker, Chief Operating Officer, reviewed the information on this item, per attached Board Agenda Memo; and Neeta Bijoor, Senior Water Resource Specialist, reviewed the information contained in Supplemental Attachment 1.

The Board noted the information, without formal action.

REGULAR AGENDA:

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1 through 3.8, under one motion.

- 3.1. Consider Nominations for the Board to approve the Reappointments and New Appointments for Two-Year Terms to the Santa Clara Valley Water Youth Commission.

Recommendation: Consider Nominations for the Board to approve the Reappointments and New Appointments for Two-Year Terms to the Santa Clara Valley Water Youth Commission.

- 3.2. Deny Claim of Downtown L.A. Law Group on behalf of Felicia Saabedra.

Recommendation: Deny the claim.

- 3.3. Adopt Resolution Authorizing Conveyance of Real Property Interest to the County of Santa Clara; and Authorize the Chief Executive Officer to Execute a Purchase and Sale Agreement and the Grant Deed for the Uvas Road Bridge Replacement Project, APN No. 712-30-005, Real Estate File No. 5018-3.1 (District 1).

Recommendation: A. Adopt the Resolution authorizing CONVEYANCE OF REAL PROPERTY TO THE COUNTY OF SANTA CLARA;
B. Authorize the Chief Executive Officer to execute a Purchase and Sale Agreement between the County of Santa Clara and Santa Clara Valley Water District, for the conveyance of real property interest, located at Uvas Creek, based upon the terms and conditions as set forth in the Agreement; and
C. Authorize the Chief Executive Officer to execute the grant deed, Real Estate File No. 5018-3.1.

- 3.4. Approve and Authorize the Chief Executive Officer to Execute Amendment No. 1 to Agreement A4214R, with the Santa Clara Valley Transportation Authority, for the Safe, Clean Water and Natural Flood Protection Program, FY2018 Priority B3 Grant Pollution Prevention Agreement for the Keep Santa Clara Valley Beautiful Project, to Retroactively Extend the Agreement Expiration Date as a No-Cost Extension and Reallocate Funding in the Project Budget (Countywide).

Recommendation: Approve and authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement A4214R Santa Clara Valley Water District Safe, Clean Water and Natural Flood Protection Program, FY2018 Safe, Clean Water Project B3 Grant Agreement with the Santa Clara Valley Transportation Authority, for the Keep Santa Clara Valley Beautiful Project, to retroactively extend the Agreement expiration date from November 9, 2021, to June 30, 2024, as a no-cost extension and reallocate funding in the Project budget.

- 3.5. Adopt Resolution Approving the Application for Grant Funds from the United States Bureau of Reclamation (USBR) for Expanded Water Conservation Services in an Amount up to \$2,000,000 from Fiscal Years 2023-2025, and Authorize the CEO, or Designee, to Accept the Grant, Negotiate, and Execute a Grant Agreement with USBR for the Drought Emergency Project, Project Number 91061008, and Other Related Actions.

Recommendation: A. Approve the grant application submitted by the Chief Executive Officer (CEO) on July 28, 2022, to the United States Bureau of Reclamation for grant funds;
B. Authorize the CEO, or designee appointed by the CEO if the grant is awarded to Santa Clara Valley Water District, to:
i. Accept the grant and negotiate and execute a grant agreement with USBR for expanded water conservation services, provided all grant requirements can be met;
ii. Sign and submit any required documents, invoices, and reports to USBR to obtain grant fund reimbursements to be made pursuant to the Grant Agreement; and
iii. As needed, to provide management and support services required for the performance of the work and administration pursuant to the grant agreement, as deemed necessary and appropriate; and
C. Adopt the Resolution of the Board of Directors of the Santa Clara Valley Water District APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE UNITED STATES BUREAU OF RECLAMATION FOR EXPANDED WATER CONSERVATION SERVICES.

- 3.6. Adopt Resolution by the Santa Clara Valley Water District Authorizing Representatives to Submit a Grant Application to the Environmental Protection Agency's Water Quality Improvement Program for the San Francisco Bay Region for Fiscal Year 2023 and, if Awarded, Delegate Authority to the Chief Executive Officer (CEO) or Designee, to Negotiate and Execute a Grant Agreement and Any Amendments Thereto, for a Creek Cleanup Initiative at Eight Creeks in Santa Clara County and a Bank repair and Trash Raft and Woody Debris Removal Project at Coyote Creek, Project Numbers 26771027 and 62761027.

- Recommendation:
- A. Adopt A RESOLUTION BY THE SANTA CLARA VALLEY WATER DISTRICT AUTHORIZING REPRESENTATIVES TO SUBMIT A GRANT APPLICATION TO THE ENVIRONMENTAL PROTECTION AGENCY'S WATER QUALITY IMPROVEMENT PROGRAM FOR THE SAN FRANCISCO BAY REGION FOR FISCAL YEAR 2023 AND, IF AWARDED, TO NEGOTIATE AND EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO, FOR A CREEK CLEANUP INITIATIVE AT EIGHT CREEKS IN SANTA CLARA COUNTY AND A BANK REPAIR AND TRASH RAFT AND WOODY DEBRIS REMOVAL PROJECT AT COYOTE CREEK, Project Numbers 26771027 and 6276102;
 - B. Delegate authority to the Chief Executive Officer (CEO), or designee appointed by the CEO, to apply for grant funds and, if successful, negotiate and execute a Grant Agreement with the U.S. Environmental Protection Agency (EPA) for funding to support a Creek Cleanup Initiative at eight creeks in Santa Clara County and a bank repair and trash raft and woody debris removal project at Coyote Creek;
 - C. Delegate authority to the CEO, or designee appointed by the CEO, to sign and submit invoices and requests to the EPA for grant fund reimbursements to be made pursuant to the Grant Agreement; and
 - D. Delegate to the CEO, or designee appointed by the CEO, such other authority as needed to provide management and support services required to perform and administer the work pursuant to the grant agreement, as deemed necessary and appropriate.

- 3.7. Accept the CEO Bulletins for the Weeks of July 8-21, and July 22 Through August 4, 2022.

Recommendation: Accept the CEO Bulletins.

- 3.8. Approval of Minutes.

Recommendation: Approve the minutes.

Motion: Approve Consent Calendar Items 3.1 through 3.8 under one motion, as follows: approve the reappointments and new appointments for two-year terms to the Santa Clara Valley Water Youth Commission as contained in Item 3.1; deny claim of Felicia Saabedra as contained in Item 3.2; adopt Resolution 22-71, authorizing CONVEYANCE OF REAL PROPERTY TO THE COUNTY OF SANTA CLARA, and the Chief Executive Officer (CEO) to execute a Purchase and Sale Agreement for the conveyance of real property interest, and the grant deed at Uvas Creek, by

roll call vote, as contained in Item 3.3; approve and authorize the CEO to execute Amendment No. 1 to Agreement A4214R with the Santa Clara Valley Transportation Authority for the Santa Clara Valley Water District Safe, Clean Water and Natural Flood Protection Program and retroactively extend the Agreement expiration date from November 9, 2021, to June 30, 2024, as a no-cost extension and reallocate funding in the Project budget as contained in Item 3.4; approve grant application and authorize the CEO or designee to negotiate and execute a grant agreement with the United States Bureau of Reclamation (USBR) for water conservation services, and adopt Resolution 22-72, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE UNITED STATES BUREAU OF RECLAMATION FOR EXPANDED WATER CONSERVATION SERVICES, by roll call vote, as contained in Item 3.5; adopt RESOLUTION 22-73, BY THE SANTA CLARA VALLEY WATER DISTRICT AUTHORIZING REPRESENTATIVES TO SUBMIT A GRANT APPLICATION TO THE ENVIRONMENTAL PROTECTION AGENCY'S (EPA) WATER QUALITY IMPROVEMENT PROGRAM FOR THE SAN FRANCISCO BAY REGION FOR FISCAL YEAR 2023 AND IF AWARDED, TO NEGOTIATE AND EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS THERETO, FOR A CREEK CLEANUP INITIATIVE AT EIGHT CREEKS IN SANTA CLARA COUNTY AND A BANK REPAIR AND TRASH RAFT AND WOODY DEBRIS REMOVAL PROJECT AT COYOTE CREEK, and delegate authority to the CEO, or designee, to apply for grant funds and execute the Grant Agreement, by roll call vote, as contained in Item 3.6; accept the CEO Bulletin as contained in Item 3.7; and approve the minutes as contained in Item 3.8.

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

4. BOARD OF DIRECTORS:

- 4.1. Vacancy on the Santa Clara Valley Water District Public Facilities Financing Corporation Board of Directors Resulting from the Resignation of David Vanni; adopt a Resolution of Appreciation for Mr. Vanni; and Appointment of Replacement.

- Recommendation:
- A. Accept Resignation of Public Facilities Financing Corporation Director David Vanni;
 - B. Adopt the Resolution EXPRESSING APPRECIATION TO DAVID VANNI;
 - C. Discuss the Public Facilities Financing Corporation Board of Directors vacancy and provide direction to the Clerk of the Board as to how the Board wishes to fill the vacancy; or
 - D. Adopt a Resolution FILLING THE VACANCY ON THE PUBLIC FACILITIES FINANCING CORPORATION BOARD OF DIRECTORS.

Michele King, Clerk, Board of Directors, reviewed the information on this item, per the attached Board Agenda Memo.

Motion: Accept Resignation of Public Facilities Financing Corporation Director David Vanni; adopt Resolution 22-74, EXPRESSING APPRECIATION TO DAVID VANNI; and direct staff to contact prior applicants, advertise the vacancy online and in community papers, review for financial backgrounds, and return to the Board with recommendations of potential candidates on the Public Facilities Financing Corporation Board of Directors, by roll call vote.

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

4.2. Board Committee Reports.

Director Santos expressed support for the success of the Committees and their roles in assisting with sharing education and data to promote transparency and gain support with the public regarding water conservation and enforcement.

The Board noted the information, without formal action.

5. WATER UTILITY ENTERPRISE:

- 5.1. Approve Agreement with V & A Consulting Engineers to provide On-Call Corrosion Engineering and Support Services, PB File No. VW0035, for a Not-to-Exceed Fee of \$2,000,000.

Recommendation: Approve the Standard On-Call Consultant Agreement with V & A Consulting Engineers for On-Call Corrosion Engineering and Support Services for a not-to-exceed fee of \$2,000,000.

The Board considered Item 5.1. without a staff presentation.

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

6. WATERSHEDS:

None.

7. ASSISTANT CHIEF EXECUTIVE OFFICER:

None.

8. EXTERNAL AFFAIRS:

None.

9. CHIEF EXECUTIVE OFFICER:

9.1. CEO and Chiefs' Report.

John Bourgeois, Acting Chief Operating Officer, Watersheds, reviewed the Watersheds Operations and Maintenance Report for June 15, 2022 - July 15, 2022, identified as Handout 9.1.-C.

Rachael Gibson, Chief of External Affairs, reviewed the attached Office of Civic Engagement and Office of Communications Updates, identified as Handouts 9.1.-A and 9.1.-B respectively.

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

The Board noted the information without formal action.

10. ADMINISTRATION:

None.

11. DISTRICT COUNSEL:

None.

12. ADJOURN:

12.1. Board Member Reports/Announcements.

Director Santos reported attending South County Regional Wastewater Authority, and Landscape Committee meetings; and a Rotary Club of Milpitas meeting.

Director Estremera reported attending a Capital Improvement Program Committee meeting; a public meeting with the United States Army Corps of Engineers at the Alma Senior Center; and various meetings with staff.

Director LeZotte reported attending the aforementioned Landscape meeting; Water Conservation and Demand Management, Board Policy and Planning, and Los Vaqueros Joint Power Authority Committee meetings; a staff briefing on Almaden Lake Improvement Project; and various Board meetings.

Vice Chair Pro Tem Keegan reported attending the aforementioned public meeting with the United States Army Corps of Engineers; Environmental Creek Cleanup Committee meeting; and gave a presentation at the Cory Neighborhood Association meeting.

12.2 Proposed Future Board Member Agenda Items.

None.

12.3. Clerk Review and Clarification of Board Requests.

Michele King confirmed that there were no new Board Member Requests.

12.4. Adjourn to Regular Meeting at 1:00 p.m., on August 23, 2022.

Vice Chair Pro Tem Keegan adjourned the meeting at 1:58 p.m.; to the 1:00 p.m. Regular Meeting on August 23, 2022.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date:



Santa Clara Valley Water District

File No.: 22-1070

Agenda Date: 9/27/2022

Item No.: 4.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Review the Fiscal Year 2023 Board Policy Planning Calendar.

RECOMMENDATION:

Review the Fiscal Year 2023 Board Policy Planning Calendar.

SUMMARY:

This item provides the Board an opportunity to review the Fiscal Year 2023 Board Policy Planning Calendar (FY23 Board Calendar) and identify appropriate items for Board Committee work plans for discussion and feedback to the Board.

The current FY23 Board Calendar containing the Board work plan items is attached for Board review.

ENVIRONMENTAL JUSTICE IMPACT:

There is no environmental impact associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: FY22-23 Board Planning Calendar

File No.: 22-1070

Agenda Date: 9/27/2022
Item No.: 4.1.

UNCLASSIFIED MANAGER:
Michele King, 408-630-2711

Fiscal Year 2022-2023 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2022-2023 Board Work Plan			Board Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Protect and maintain existing assets and infrastructure and advance new projects.														
2.	Improve internal capacity to acquire regulatory permits.														
3.	Educate the community, elected officials and external stakeholders on our management of water resources in Santa Clara County.	• Drought Response and Water Supply Update	Water Conservation & Demand Management Committee	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R
		• Youth Commission Drought Awareness & Conservation Toolkit			R										
4.	Pursue new and diversified water supply and storage opportunities.														
5.	Secure existing water supplies and water supply infrastructure.														
6.	Lead Recycled and Purified Water Efforts with committed partners.														
7.	Complete the Anderson Dam Seismic Retrofit Project.	• Anderson Dam Seismic Retrofit Project Status Update	CIP Committee			R									
8.	Make water conservation a California way of life in Santa Clara County.	• Drought Response and Water Supply Update	Water Conservation & Demand Management Committee	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R	C/R
		• Youth Commission Drought Awareness & Conservation Toolkit			R										
		• Ordinance providing water retailers additional opportunities to undertake enforcement measures to address water waste and restricting irrigation of commercial, industrial and institutional non-functional turf.	Water Conservation & Demand Management Committee			R									
9.	Protect people and property from flooding by applying a comprehensive, integrated watershed management approach that balances environmental quality, sustainability, and cost.														
10.	Provide flood protection equitably in all regions of the County, prioritizing disadvantaged communities.														

Fiscal Year 2022-2023 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2022-2023 Board Work Plan			Board Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
11.	Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity, equitably in all regions of the county.														
12.	Protect creeks, bay, and other aquatic ecosystems from threats of pollution and degradation.	<ul style="list-style-type: none">Water Resources Encampment Risk Assessment	Environmental Creek Cleanup Committee		R										
13.	Complete and implement the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) agreement.														
14.	Address future impacts of climate change to Valley Water’s mission and operations.														
15.	Incorporate racial equity, diversity, and inclusion throughout Valley Water as a core value.	<ul style="list-style-type: none">Present recommendations for the adoption of Land Acknowledgements statements						R							
		<ul style="list-style-type: none">Recognize September 15 - October 15 as National Hispanic Heritage Month				R									
		<ul style="list-style-type: none">Recognize October as National Polish American Heritage Month				R									
		<ul style="list-style-type: none">Recognize October as National German American Heritage Month				R									
		<ul style="list-style-type: none">Recognize October as National Italian American Heritage Month				R									
		<ul style="list-style-type: none">Recognize October as Filipino American History Month				R									
		<ul style="list-style-type: none">Recognize October as National Disability Employment Awareness Month & the 32nd Anniversary of the Americans with Disabilities Act				R									
		<ul style="list-style-type: none">Recognize November as National Native American Heritage Month					R								
		<ul style="list-style-type: none">Recognize February as National Black History Month								R					
		<ul style="list-style-type: none">Recognize March as National Women’s History Month									R				

Fiscal Year 2022-2023 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2022-2023 Board Work Plan			Board Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
		• Recognize March as Irish American Heritage Month									R				
		• Recognize April as Arab-American Heritage Month										R			
		• Declare a Week of Service in Honor of Cesar Chavez Day										R			
		• Recognize May as Asian American and Native Hawaiian/Pacific Islander Month											R		
		• Declare April 22 as International Earth Day											R		
		• Recognize May as Jewish American Heritage Month											R		
		• Recognize June as LGBTQ Pride Month												R	
		• Recognize June as Caribbean American Heritage Month												R	
17.	Provide affordable and cost-effective level of services.	• Central Fiscal year 2021-22 Year-End and Fiscal Year 2022-23 Budget Adjustments			R										
		• Board Governance Policies – Executive Limitations (EL) 4 – Financial Management	Board Policy and Planning Committee		C	C/R									
		• Fiscal Year 2022-23 Midyear Financial Status Update and Fiscal Year 2022-23 Beginning Budget Reserves Update									R				
		• FY23-24 Water Rate Setting Process						R		R	R		R	R	
		• FY23-24 & 24-25 Budget Setting Process							R	R		R	R	R	
		• Low-Income Residential Water Rate Assistance Program								R					
18.	Other Notable Policy and Board Actions														

Fiscal Year 2022-2023 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Items Regularly Monitored by Board		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	BAO Performance												
2.	BAO Compensation	R											
3.	Board Expense Report				R				R				R
4.	Board Performance Report		R										

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed



Santa Clara Valley Water District

File No.: 22-1063

Agenda Date: 9/27/2022

Item No.: 4.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Consider and Approve the September 1, 2022, Recommendation from the Board Policy and Planning Committee to Approve Proposed Changes to Board Governance Policies - Executive Limitations (EL) 4 - Financial Management and Related Board Appointed Officer (BAO) Interpretations.

RECOMMENDATION:

Approve proposed changes to Board Governance Policies - Executive Limitations (EL) 4 - Financial Management and Related BAO Interpretations.

SUMMARY:

In line with the comprehensive review of the Executive Limitations of the Board Governance Policies, staff has evaluated Executive Limitations (EL) 4 - Financial Management and the related BAO Interpretations and proposes the revisions documented in Attachment 1 and Attachment 2, respectively. As noted in Attachment 2, staff has proposed removing the BAO Interpretations in favor of clear and concise EL statements documented in the proposed revisions.

The Board Policy and Planning Committee reviewed the proposed revisions at its August 1 and September 1, 2022, meetings and recommends approval.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

File No.: 22-1063

Agenda Date: 9/27/2022
Item No.: 4.2.

Attachment 1: EL-4 Proposed Revisions

Attachment 2: BAO Interpretation Proposed Revisions

UNCLASSIFIED MANAGER:

Darin Taylor, 408-630-3068

Governance Policies of the Board

Title: Financial Management		
Category: Executive Limitations		
Policy No. EL-4	Adopted: September 28, 1999 Chair: Larry Wilson	Latest Revision: August 11, 2020 Chair: Nai Hsueh
The Board of Directors revised and adopted this policy at its public meeting on the latest revision date.		

Financial planning for any fiscal year shall be aligned with the Board's Ends, not risk fiscal jeopardy, and be derived from a multi-year plan. With respect to the actual, ongoing financial condition and activities, the BAOs shall provide for the development of fiscal sustainability. [See BAO Interpretation](#)

Further, a BAO shall:

Conditions and Activities

- 4.1. Expend only those funds that have been appropriated in the Operating and Capital budgets, reserves, and debt service.
- 4.2. Spend in ways that are cost-efficient. [See BAO Interpretation](#)
- [4.3 Pursue continual improvement efforts, benchmarking studies and best practice implementations.](#)

Planning and Budgeting

- 4.34. [Annual financial planning will include a credible multi-year](#) projection of revenues and expenses, separation of capital and operational items, cash flow, staffing needs, external services, and disclosure of planning assumptions.
 - 4.34.1. Produce an annual Rolling Five-Year Capital Improvement Plan with the first year [aligning with serving as](#) the adopted capital budget and the remaining years in place as a projected capital funding plan.
 - 4.34.2. Solicit Board input on staffing and organizational changes resulting from major events before final decisions by the BAOs.
- [4.4. Plan the expenditure in any budget period within the funds that are conservatively projected to be received or appropriated from reserves in that period.](#)

Governance Policies of the Board

- 4.4.13. Demonstrate to the Board the planned expenditures for the identified and selected capital projects in the Rolling Five-Year Capital Improvement Plan are aligned with the Board's ~~capital priorities~~ Ends Policies.
- 4.4.24. Inform the board on an annual basis of planned state subvention reimbursements and receive Board direction regarding use and/or spending as part of the budget process. Not allocate state subvention reimbursements for use and/or spending.
- 4.5. Budget fund reserves at or above reserve policy minimums.
- 4.6. At least annually present the Board with information about the District's financial reserves and schedule an opportunity for the public to comment thereon.

Treasury, Investment and Debt Management

- 4.7. Not indebt the organization, except as provided in the District Act, and in an amount greater than can be repaid by certain, otherwise unencumbered, revenues within 90 days, or prior to the close of the fiscal year.
 - 4.7.1. Not issue debt (long or short-term obligations that are sold within the financial marketplace) that conflicts with the District Act or the legal authority of the District without Board authorization;
 - 4.7.2. Not issue debt without a demonstrated financial need;
 - 4.7.3. Meet debt repayment schedules and covenants of bond documents;
 - 4.7.4. Establish prudent District Valley Water Debt Policies Policy that ~~are~~ is consistent with Board policies and provide guidance to employees in regards to administering the debt programs and agreements, including consideration for the appropriate level of debt for the District to carry and structuring debt repayment to address intergenerational benefits;
 - 4.7.5. Be consistent with the District's Valley Water Debt Policies Policy and any addendums when issuing debt;
 - 4.7.6. Maintain strong credit ratings and good investor relations.
 - 4.7.7. Valley Water shall not do business with banks who do not have an ESG ranking at or better than the "Average/Medium" category by at least one of the professional ESG research companies such as Sustainalytics, or other equivalent rankings published by other ESG research firms. Small and local banks/credit unions located within the nine Bay Area counties with total assets at or below \$10 billion are exempt from this provision.

Governance Policies of the Board

- 4.8. Not use any unappropriated long-term reserves or undesignated fund balance.
- 4.9. Not invest or hold funds of the District in accounts or instruments that are inconsistent with the following statement of investment policies:
 - 4.9.1. Public funds not needed for the immediate necessities of the District should, to the extent reasonably possible, be prudently invested or deposited to produce revenue for the District consistent with the [Board-Valley Water](#) Investment Policy and applicable law.
 - 4.9.2. The Treasurer or his or her designee shall submit quarterly investment reports to the Board as specified under Government Code Section 53646.
 - 4.9.3. No investments will be made in [the top 200](#) fossil fuel companies with significant carbon emissions potential. [See BAO Interpretation](#)

General Accounting

- ~~4.10. Not invoice/charge or demand payment from water customers (raw, ground, treated, or recycled) of the District that is inaccurate, illegal, and inconsistent with District and Board policies. (moved to Revenue Collection Section)~~
- 4.104. Not conduct unbudgeted interfund transfers in any amount greater than can be repaid by certain, otherwise unencumbered revenues within 90 days, or prior to the close of the fiscal year.
- 4.112. Settle payroll and debts in a timely manner.
- 4.123. Not allow tax payments or other government ordered payments or filings to be overdue or inaccurately filed.
- ~~4.14. Pursue receivables after a reasonable grace period in a timely and business-like manner. moved to Revenue Collection Section~~
- 4.135. Receive, process, or disburse funds under controls which meet audit standards.
- [4.14 File all federal, state and local mandated reports within the prescribed deadlines.](#)

Revenue Collection

- [4.15 Ensure all invoices, charges, or demands for payment to water customers \(raw, ground, treated, or recycled\) of the District shall be accurate, legal, and consistent with District and Board policies.](#)

Governance Policies of the Board

4.16 Pursue receivables after a reasonable grace period in a manner consistent with best practices.

4.17 Ensure adequate segregation of duties for all invoices preparation, collection of funds, and recording of payments into the system of record.

Title: Financial Management Category: BAO Interpretations		
Interpretation of Policy No. EL-4	CEO Approval: April 8, 2008	Latest Revision: July 28, 2014

~~Financial planning for any fiscal year shall be aligned with the Board's Ends, not risk fiscal jeopardy, and be derived from a multi-year plan. With respect to the actual, ongoing financial condition and activities, the BAOs shall provide for the development of fiscal sustainability.~~

- ~~I-EL-4.a. Financial planning will include the following: meeting the minimum reserve, meeting debt service coverage ratio, a balanced budget, funding annual required Other Post-Employment Benefits (OPEB) contribution, and a Board review of OPEB and funding levels annually.~~
- ~~I-EL-4.b. Present a 10-year projection to Board as part of the annual budget review and approval process.~~

~~4.2. Spend in ways that are cost-efficient.~~

- ~~I-EL-4.2.a. Costs of the long-term Delta solution should be allocated fairly to all beneficiaries.~~
- ~~I-EL-4.2.b. The District favors a flexible approach to cost allocation that maximizes the opportunity for discretionary allocations of cost based on incremental benefits.~~
- ~~I-EL-4.2.c. The FAHCE Draft Settlement Agreement of 2003 established a balanced framework to achieve reliable future water supply, protect water rights, and enhance the quality of life in Santa Clara County without spending extravagantly or in ways more costly than necessary.~~
- ~~I-EL-4.2.d. Utilize a competitive procurement process (unless authorized by the Board or exempted).~~
- ~~I-EL-4.2.e. Limit spending to the budgeted amounts at the project level without executive approval.~~
- ~~I-EL-4.2.f. Conduct an open and transparent budget review process.~~

~~4.9.3. No investments will be made in fossil fuel companies with significant carbon emissions potential.~~

- ~~I-EL-4.9.3.a. No investments will be made in the top 200 fossil fuel companies that control most of the world's oil, coal, and natural gas supplies.~~

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Santa Clara Valley Water District

File No.: 22-1072

Agenda Date: 9/27/2022

Item No.: 4.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Receive Update on Impacts of a Potential Recession and Recent High Inflation Trends on Santa Clara Valley Water District's Finances.

RECOMMENDATION:

- A. Receive information on impacts of a potential recession as well as recent high inflation trends on Santa Clara Valley Water District's finances; and
- B. Provide feedback and direction to staff as necessary.

SUMMARY:

On June 28, 2022, the Board expressed a desire to have a discussion on Santa Valley Water District's (Valley Water) economic outlook as it relates to a potential economic recession in the near future. At its July 12, 2022 meeting, the Board referred a discussion of the Valley Water economic outlook and planning for a potential recession to the Capital Improvement Program (CIP) Committee. On September 1, 2022, the CIP Committee discussed the topic and provided feedback for staff to incorporate in its September 27, 2022 discussion with the full Board.

Staff has prepared a PowerPoint presentation (Attachment 1) that details the likely impacts of a potential recession as well as the impact of the recent high inflation trend on the upcoming financial planning cycle. The potential impacts can be summarized as follows:

- Revenue - Staff expects a negligible impact on Water Utility and Safe Clean Water revenues, but Watershed Stream Stewardship Fund revenues could be affected and should be watched.
- Debt Financing - Staff anticipates that rising borrowing rates will impact debt service costs for the Water Utility and Safe Clean Water Funds in a few years, partially offset by higher investment portfolio earnings.
- O&M Costs - Staff expects higher supplies and services, as well as employee benefits costs, but recession may ease the high inflation trend.
- Capital Costs - Staff anticipates that the proposed FY 2024-28 CIP will be higher than Board adopted FY 2023-27 CIP due to recent high inflation trends, but recession may ease inflation

and create more competition for capital work.

Increasing costs will likely warrant the preparation of scenarios for each major fund that incorporate prioritization/sequencing of capital projects based on funding filters and other Board input to address potential affordability issues.

The proposed staff approach to address the aforementioned potential impacts can be summarized as follows:

1. Utilize the Funding Filters for Prioritization presented in Attachment 1 to inform capital project sequencing analysis and funding scenarios for future Board consideration.
2. Take advantage of recession opportunities such as:
 - a. Favorable conditions for hiring (to replace retirements, etc...)
 - b. Competitive bids for capital construction
3. Provide periodic updates to the CIP Committee including:
 - a. Recession/inflation impact reviews as needed that would be elevated to the full Board if necessary
 - b. Proceed with the CIP annual schedule and ongoing project implementation reviews per the CIP Committee Work Plan

There are several opportunities in the near term for the Board or the CIP Committee to weigh in on the preparation of scenarios that may be needed including the following opportunities:

- At the November 22, 2022 Board meeting, staff is planning to bring forward the annual Water Rate Planning Overview that would include a discussion of water rate scenarios
- At the December 12, 2022 CIP Committee meeting, staff is planning to discuss the Preliminary CIP Overview, which would include a fund financial analysis preview and scenario discussion as per the CIP Committee Work Plan.
- At the January 10, 2023 Board Meeting, staff will present the annual reviews of the preliminary CIP, the preliminary water rate analysis, and the preliminary fund financial analysis (including the Safe Clean Water Fund and the Watershed and Stream Stewardship Fund), which will include scenario discussions.

Staff is seeking Board feedback on the proposed staff approach and next steps.

ENVIRONMENTAL JUSTICE IMPACT:

While individual operations and capital projects discussed may have environmental justice impacts, which would be reported to the Board accordingly, having a discussion on impacts of a potential recession and recent high inflation trends has no environmental justice impacts.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Darin Taylor, 408-630-3068

Financial Status Update – Potential Recession/Inflation Discussion

September 27, 2022

Disclaimer: Information, estimates, and expressions of opinion prepared by Valley Water contained herein are based on certain assumptions and are subject to a variety of uncertainties that could cause any actual results to be materially different. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale Valley Water bonds, notes or other obligations and investors and potential investors should rely on information filed by Valley Water on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

- **Current Economic Situation**
- **Financial Status**
 - **Revenue**
 - **Debt Financing**
 - **CalPERS/OPEB**
- **Imported Water Discussion**
- **CIP Discussion**

Current Economic Situation

- **Inflation**
 - Supply chain issues
 - Higher oil prices
 - War in Ukraine
 - Tight labor market
- **Recessionary characteristics in the current market**
 - Lower consumer sentiment and confidence
 - Lower retail sales
 - Equity markets down
 - Higher consumer and corporate borrowing costs

Definitions:

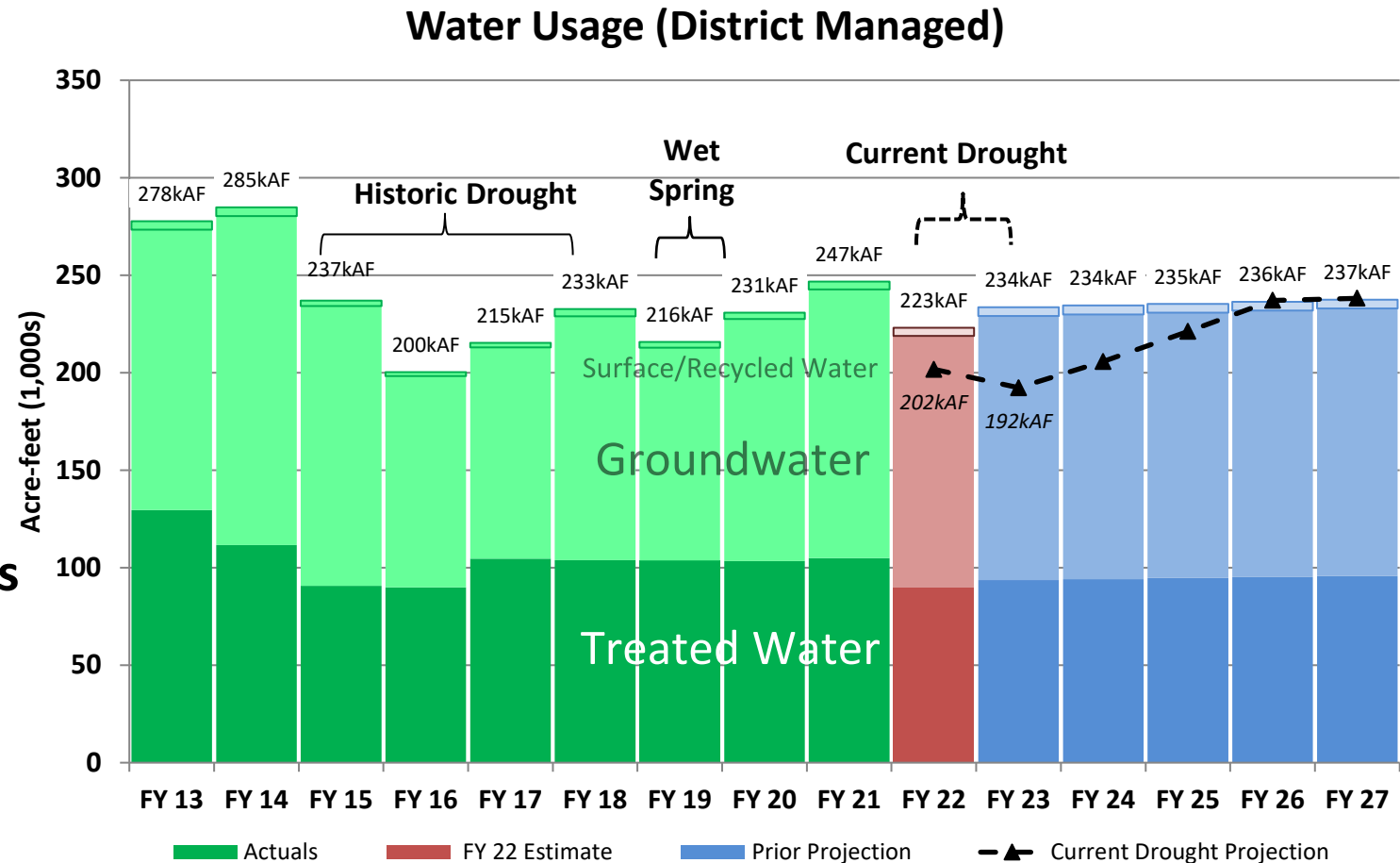
Recession: Two consecutive quarters of negative Gross Domestic Product growth, often accompanied by high, or rising levels of unemployment

Stagflation: Combination of high unemployment and high inflation

Financial Status Update – Water Charge Revenue Collections

Assuming 15% Conservation in FY23

- All major retailers current on payments to Valley Water as of 8/01/2022
- Water usage impacted by drought & call for conservation
- FY22 Estimated water usage actuals higher than anticipated as call for 15% conservation not fully achieved



Recession may slightly help achieve conservation goal

Financial Status Update – Property Tax Collections

SCW Special Parcel Tax

- Not affected by recession unless Teeter Plan suspended (unlikely)

State Water Project Tax

- Not affected by recession unless Teeter Plan suspended (unlikely)

1% Ad Valorem Property Taxes

- Budgeted and forecasted conservatively (assume ~3.5% annual growth)
 - FY 21 actual of \$117.3M, 6.1% growth (\$98.6M for Watershed Stream Stewardship Fund)
 - FY 22 actual of \$126.6M, 7.9% growth (\$106.4M for Watershed Stream Stewardship Fund)
 - FY 23 Budget of \$126.1M (\$106.4M for Watershed Stream Stewardship Fund)
- Anticipate FY 23 actual to exceed budget
- FY 24 & beyond may see flattening to negative growth due to recession followed by recovery

Financial Status Update – 1% Ad Valorem Property Tax Projection Analysis

What if potential recession is similar to “Great Recession” of 2008

Watershed Stream Stewardship (WSS) Fund 1% Ad Valorem Property Taxes (\$M)

	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY 23 - 32 Total
Current Budget & Projection	98.6	106.4	106.4	110.2	113.9	117.7	121.6	125.7	129.9	134.2	138.7	143.4	1,242
Y-Y Growth	6.0%	7.9%	0.0%	3.6%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%	3.4%	3.4%	
Revised Projection w/ Recession		106.4	113.8	118.4	115.4	111.1	112.4	115.3	123.9	133.2	143.2	153.9	1,241
Y-Y Growth		7.9%	7.0%	4.0%	-2.5%	-3.7%	1.1%	2.6%	7.5%	7.5%	7.5%	7.5%	

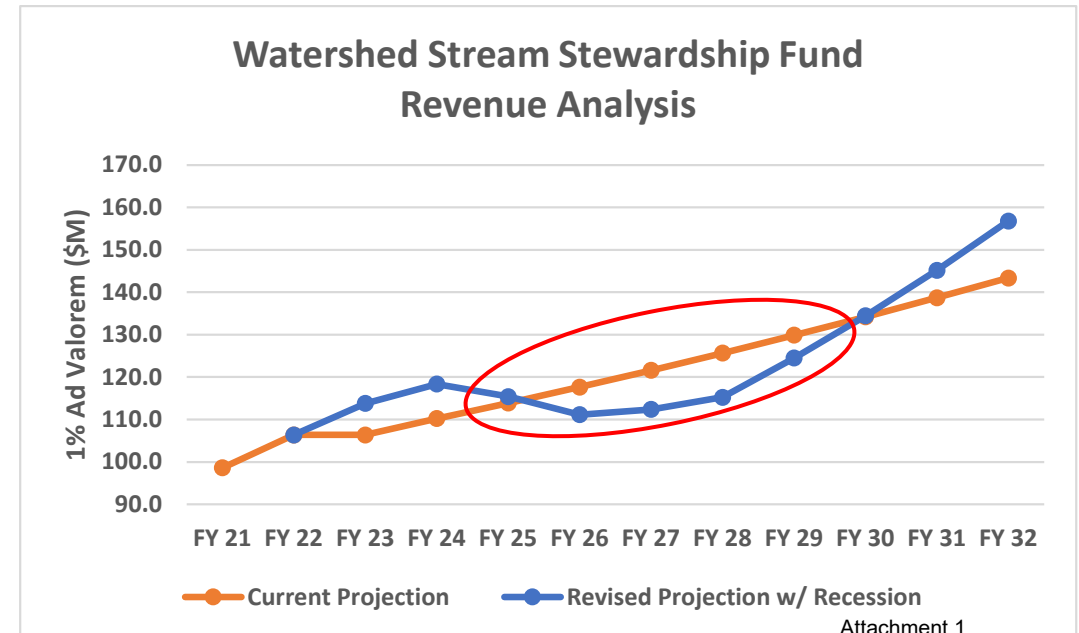
Staff's best
estimate

Same Y-Y growth %'s as
“Great Recession”

7.5% is a conservative assumption, was
9% average after “Great Recession”

- Would cause reduced revenue versus current projection from FY 26 thru FY 29, but total revenue over 10-year time frame would be roughly equal

Need to watch assessed value trend



Financial Status Update – Debt Financing

- Short-term Interest rates expected to increase in near-term as Fed tightening continues; however, interest rates tend to fall during recessions
- Investment portfolio will benefit from higher short-term interest rates, but tempered by laddered structure of investments
- New debt issuances could be more costly
 - For every 0.50% change in rates, potential impact on \$100M debt issuance is appx \$354K/year or \$10M over 30 years in higher debt service payment

Borrowing Rate Projection for Long Term Tax Exempt Fixed Rate Debt		
	Current Projection	Recession Estimate
FY 23	3.3%	4.2%
FY 24	3.6%	4.5%
FY 25	4.0%	4.8%
FY 26	4.4%	5.3%
FY 27	4.9%	5.5%
FY 28	5.3%	5.5%
FY 29	5.5%	5.5%
FY 30	5.5%	5.5%
FY 31	5.5%	5.5%
FY 32	5.5%	5.5%

Debt financing needs driven by capital program

Financial Status Update – WIFIA Loan Update

Background

- WIFIA is a federal low-cost loan program - low interest rate, based on US Treasury rate (3.25% as of 8/22/22)
- Loan repayment over 35 years after construction completion
- Fund up to 49% of eligible project costs, but a max of 80% federal funding per project
- Must complete National Environmental Policy Act (NEPA) review prior to loan closing and comply with other federal requirements

Analysis

- Current WIFIA borrowing rate assumption = 3.0%
- Recession WIFIA borrowing rate estimate = 3.0% to 4.0%
 - WU impact = Higher debt service on Pacheco and Anderson loans up to \$3.9M/yr in FY 26 ramping up to \$11.5M/yr in FY 33
 - SCW impact = up to \$0.6M/yr beginning in FY 24

Fund	WIFIA Prgm	Target Loan	Project
SCW	EPA	\$80M	Upper Llagas Creek, Coyote Creek, Almaden Lake, Sunnyvale East & West, Upper Penitencia
WU	EPA	\$1.2B	Pacheco Reservoir
WU	EPA	\$450M	Anderson Dam (Letter of Interest submitted in September 2022)

WIFIA financing needs driven by capital program

Financial Status Update – CalPERS/OPEB

OPEB

- Actual trust fund rate of return
 - 6.2% for FY 19
 - 3.5% for FY 20
 - 27.0% for FY 21
 - -13.4% for FY 22
- Still on track for unfunded liability payoff by FY 28 or sooner without trust fund contributions

CalPERS

- Actual CalPERS rate of return
 - 6.7% for FY 19
 - 4.7% for FY 20
 - 21.3% for FY 21
 - -6.1% for FY 22
- FY 21 good news offset by FY 22 bad news

6.8% CalPERS earnings target could be challenging in next couple of years

Imported Water Discussion

Without significant rain this winter, cost of emergency transfer water will likely increase significantly

- **FY 22 Actual expenditure was \$28.2M for emergency transfer water**
- **FY 23 Budget includes \$17.5M for emergency transfer water**
- **FY 24 Plan includes \$20.0M for emergency transfer water**

Emergency water needs driven by drought

Capital Improvement Program Discussion

- **Revised Construction Cost Escalation Rate (12% for planned construction in FY 24) will increase FY 2024-28 CIP vs Adopted FY 2023-27 CIP**
 - However, recession may mean more competition & some cost relief
- **Significant project cost increases will impact the health of the Funds and may trigger key decision points for the Board**
 - Fund 61 – Increase rates to maintain current commitments vs. Identify projects to be deferred
 - Fund 12 – Identify projects that can be deferred or constructed in phases
 - Fund 26 – Identify projects that can be deferred or constructed in phases
- **Investing now is still most cost-efficient way to get critical multi-year projects done; however, based on rising costs, projects may need to be prioritized for funding sequencing**

Board to confirm priority investments

Capital Improvement Program Discussion continued...

Water Utility

- **Repair and Rehabilitation of Existing Infrastructure:**
 - **Fixing Anderson Dam**
 - Address public health and safety concerns and relieve operational restrictions
 - **Complete Rinconada Water Treatment Plant**
 - Extend service life for next 50 years and expand plant capacity
- **New Infrastructure:**
 - **Building local storage with Pacheco Reservoir Expansion Project**
 - Add water storage to help face extended droughts
 - **Expanding Purified Water Project**
 - Provide incremental drought proof water supply
- **Partnership Projects:**
 - **Los Vaqueros Expansion**
 - Improve operational flexibility and add out-of-county storage capacity
 - **Delta Conveyance**
 - Improve imported water supply reliability and mitigate regulatory and water supply interruption risks

Board to confirm priority investments

Capital Improvement Program Discussion continued...

Watersheds Stream Stewardship

- **Repair and Rehabilitation of Existing Infrastructure**
 - Watershed Asset Rehabilitation Program
 - Palo Alto Flood Basin Tide Gate Structure Improvements
 - Guadalupe River – I880 to Tasman Drive
 - Lower Llagas Creek Capacity Restoration
- **New Infrastructure:**
 - Lower Berryessa Creek Flood Protection - Phase 3 (construction)
 - Calabazas/San Tomas Aquino Creek-Marsh Connection

Board to confirm priority investments

Capital Improvement Program Discussion continued...

Safe, Clean Water and Natural Flood Protection

Voter approved new infrastructure investments include:

Flood Protection

- **Upper Llagas Creek Flood Protection Project (2b)**
- **Coyote Creek Flood Protection Project**
- **Sunnyvale East & West Channels Flood Protection Project**
- **San Francisco Bay Shoreline Flood Protection Project**
- **San Francisquito Creek Flood Protection Project**
- **Upper Guadalupe Flood Protection Project**
- **Lower Berryessa Flood Protection Project – Phase 3 (planning/design)**
- **Upper Penitencia Creek Flood Protection Project**

Water Resources Stewardship

- **Almaden Lake Creek/Lake Separation Project**

Board to confirm priority investments

Capital Improvement Program Discussion continued...

Funding Filters for Prioritization:

1. Repair/Replace Existing Infrastructure Projects
2. Public Health and Safety Projects
3. Shovel Ready (Permits and Land Rights Secured) Projects
4. Multi-Benefit Projects
 - a. Environmental Justice Benefit Projects
5. Partially External-Funded (Grants and Partnerships) Projects

Likely Impacts of Potential Recession:

- **Revenue – Negligible impact on Water Utility and Safe Clean Water, but need to watch Watershed Stream Stewardship Fund**
- **Debt Financing – Rising borrowing rates will impact Water Utility and Safe Clean Water Funds in a few years, partially offset by higher investment portfolio earnings**
- **O&M Costs – Inflation causing increases for supplies and services and employee benefits, but recession may ease inflation. Continued drought may cause higher imported water costs than anticipated.**
- **Capital Costs – Inflation will cause FY 2024-28 CIP to be higher than Board adopted FY 2023-27 CIP, but recession may ease inflation and create more competition for capital work**
- **Increasing costs will likely warrant preparation of funding scenarios that incorporate prioritization/sequencing of capital projects based on funding filters & other Board input**

Staff Approach After Discussion with CIP Committee

- 1. Apply Funding Filters for Prioritization to inform funding sequencing analysis and funding scenarios for future Board consideration**
- 2. Take advantage of recession opportunities; such as:**
 - a. Favorable conditions for hiring (to replace retirements, etc..)**
 - b. Competitive bids for capital construction**
- 3. Provide periodic updates to Capital Improvement Program (CIP) Committee including:**
 - a. Recession/inflation impact reviews as needed and elevated to Board if necessary**
 - b. Proceed with CIP annual schedule and ongoing project implementation reviews per CIP Committee Work Plan**

Next Steps

 **9/27/22 Board Meeting (Recession/Inflation Discussion with Confirmation of Staff approach)**

10/17/22 CIP Committee (Overview of Annual Process, review list of newly validated, unfunded projects)

11/8/22 Board Meeting (Overview of Annual Process, review list of newly validated, unfunded projects)

11/14/22 CIP Committee (Review significant project plan updates)

11/22/22 Board Meeting (Water Rate Planning Overview, Scenario discussion)

12/12/22 CIP Committee (Preliminary CIP Overview, Fund financial analysis with Scenario discussion)

1/10/23 Board Meeting (Prelim CIP, Prelim Water Rates, Prelim Fund financial analysis with Scenarios)



Santa Clara Valley Water District

File No.: 22-1112

Agenda Date: 9/27/2022
Item No.: *4.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Board Committee Reports.

ATTACHMENTS:

*Handout 4.4-A: 082922 WCaDMC Meeting Summary

*Handout 4.4-B: 090122 BPPC Meeting Summary



MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Water Conservation and Demand Management Committee

SUBJECT: Water Conservation and Demand Management Committee Meeting Summary for August 29, 2022

DATE: September 27, 2022

This memorandum summarizes agenda items from the meeting of the Water Conservation and Demand Management Committee held August 29, 2022.

Attendees:

Valley Water Board Members in attendance were: Committee Vice Chair Director Nai Hsueh (District 5) Director Barbara F. Keegan (District 2), and Committee Chair Director Linda J. LeZotte (District 4).

Staff members in attendance were: Joseph Aranda, Aaron Baker, Audrey Beaman, Roseryn Bhudsabourg, Neeta Bijoor, Sam Bogale, Glenna Brambill, Justin Burks, Theresa Chinte, Vanessa De La Piedra, Phil Dolan, Anthony Fulcher, Paola Giles, Vincent Gin, Samantha Greene, Andrew Gschwind, Jason Gurdak, Linh Hoang, Candice Kwok-Smith, Michael Martin, Carlos Orellana, Colin Resch, Don Rocha, Mary Samar, Ashley Shannon, Gregory Williams, and Jing Wu.

Guest Agencies in attendance were: Michael Bolzowski (California Water Service Company), Brian Boyer (Cinnabar Hills Golf Club), Tim Guster (Great Oaks Water Company), Katja Irvin (Sierra Club Loma Prieta Chapter), and Bill Tuttle and John Tang (San Jose Water Company-SJWC).

Public in attendance were: Arthur M. Keller, Ph.D., Nathan Metcalf, Doug Muirhead, and Julia Nussbaum.

ACTION ITEMS

4.1 MONTHLY UPDATE ON PROGRESS TOWARDS ACHIEVING VALLEY WATER'S WATER USE REDUCTION TARGET AND WATER CONSERVATION EFFORTS RELATED TO THE DROUGHT EMERGENCY

Neeta Bijoor reported on the following:

Summary from Meeting Agenda Memo:

On June 9, 2021, the Board adopted Santa Clara Valley Water District (Valley Water) Resolution 21-68 which 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 ratified its proclamation of a drought emergency on June 22, 2021. Valley Water Resolution 22-20 amended Valley Water Resolution 21-68 on April 12, 2022, to call for no more than 2 days of irrigation in a week for ornamental lawns and prohibit excessive runoff, midday irrigation, and irrigation after rainfall. On May 24, 2022, the Board approved Ordinance 22-02 to enforce these restrictions. Ordinance 22-02 went into effect on June 1, 2022.

In 2022, Santa Clara County and California entered the third year of drought, and experienced the driest January, February and March on record. Valley Water's Federal and State imported water allocations were drastically reduced to historic lows. On March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22 to call on local water suppliers to move to at least Stage 2 of their water shortage contingency plans. The U.S. Drought Monitor Report from August 4, 2022, indicates that the Santa Clara County is in severe drought. The northern Sierra Nevada snowpack, a primary source of imported water, is 16% of normal as of June 13, 2022. Staff will provide updates regarding latest drought conditions.

Groundwater levels in July have continued its typical pattern of summer decline. Greater than average declines in groundwater levels are expected this year because of the drought. Achieving the Board's water use reduction

target is essential to minimize the risk of resumed subsidence in North Santa Clara County and wells going dry, particularly in South Santa Clara County. That risk increases as the drought persists.

Consequently, conservation is an important strategy to help reach the Board's 15% call for water use reduction and mitigate negative impacts.

Water Conservation Outreach

Valley Water's "Say Yes" water conservation campaign continued in July. Success stories on the Landscape Rebate Program were highlighted in social media. In addition, Valley Water's 30-second "Say Yes to Saving Water" video was distributed to local movie theaters. Blogs were developed to discuss work at Anderson Dam and tree care.

In July, a social media campaign was developed asking residents to test their knowledge of drought and conservation, and to gauge how well residents understand Valley Water's drought-related messaging. The Speakers Bureau Program held four presentations in July.

Water Conservation Programs

With the close of Valley Water's fiscal year at the end of June, Valley Water reached an impressive milestone - over 1 million square feet of lawn was converted to low-water use landscape and a total of 1,432 rebates were issued for landscape conversion, irrigation equipment and rainwater rebates. Valley Water partnered with local non-profit Our City Forest for the July Do-It-Yourself Lawn Busters workshop, which taught attendees how to convert an area of turfgrass lawn into a low-water use landscape.

Valley Water developed a handout to highlight the Santa Clara County's conservation efforts and successes, including achieving the Governor's call for conservation in June 2022. The handout was provided to the Governor's office. The handout is shown in Appendix A of the attached July 2022 Drought Response Report.

Countywide Water Use Reduction

Countywide water savings is trending in the right direction with savings in June greater than in May. Countywide water savings was 9% in June 2022 compared to June 2019. Santa Clara County's cumulative water savings from June 2021 – June 2022 is 3%, compared to 2019. Countywide water savings was 15% in June 2022 compared to June 2020, which means Santa Clara County achieved the Governor's call for conservation. The county exceeded California's water savings of 8% in June 2022, compared to June 2020. California's cumulative water savings from July 2021 – June 2022 is 3%, compared to 2020. Santa Clara County's cumulative water savings during this time is 9%, compared to 2020.

Water Waste Enforcement

Valley Water's Water Waste Program is continuing its educational mission while enforcing the mandatory outdoor water use restrictions. Valley Water is addressing these complaints and coordinating with water retailers and municipalities on these efforts. Over 700 water waste complaints were received since enforcement of Ordinance 22-02 was launched in June. Runoff continues to be the most common complaint. Enforcement has been successful as there were fewer reports of water waste in July compared to June, which suggests that people are addressing their water waste or are less likely to waste water. One repeated complaint was received, which suggests that most people are addressing the water waste for which they were reported.

First Amended and Restated Ordinance 22-02

Effective June 10, 2022, commercial, industrial, and institutional (CII) non-functional turf must not be irrigated in California under regulations adopted by the State Water Resources Control Board. In the proposed First Amended and Restated Ordinance (An Ordinance of Santa Clara Valley Water District Adopting Drought Outdoor Water Conservation and Enforcement Measures), the restriction against watering CII non-functional turf has been added to the list of enforceable water use restrictions by Valley Water. In addition, the First Amended and Restated Ordinance includes refined procedures to coordinate with retailers in Valley Water's enforcement process, in order to avoid duplication of enforcement steps by Valley Water or retailers. Upon review by the Water

Conservation and Demand Management Committee, the First Amended and Restated Ordinance will be presented for Board consideration on September 13, 2022.

The Water Conservation and Demand Management Committee discussed the following: Ordinance's old and new language, violation reporting/occurrences, conservation progress, savings information, commending the residents adhering to conservation, filling of percolation ponds (recharging groundwater), and the committee thanked staff for doing a wonderful job. (Handouts on the Ordinance were distributed and can be found on the committee web page)

Aaron Baker was available to answer questions.

Public Comment:

Dr. Arthur Keller suggested adding an "and" to the first violation portion of the Ordinance.

The Water Conservation and Demand Management Committee took the following action:

The Committee unanimously approved staff's recommendation that the Board consider adopting the First Amended and Restated Ordinance 22-02.

4.2. DROUGHT RESPONSE PLAN - DRAFT VULNERABILITY ASSESSMENT

Michael Martin reported on the following:

Summary from Meeting Agenda Memo:

Santa Clara Valley Water District (Valley Water) is developing a Drought Response Plan (DRP) by integrating lessons learned from Valley Water's and other water agencies' past drought responses. Developing a robust approach for requesting water use reductions and improving Valley Water's ability to take actions during the early phases of a drought will improve Valley Water's drought response. The DRP has four main components: a benchmark study, a vulnerability assessment, water shortage contingency plan update, and a drought response framework. In March 2022, staff introduced the DRP to the Water Conservation and Demand Management Committee and presented the benchmark study. This memorandum summarizes the draft vulnerability assessment.

To develop the DRP, Valley Water has an internal stakeholder group composed of experts from across Valley Water and has a Task Force composed of Valley Water's retailers, Santa Clara County agricultural and environmental stakeholders, and other interested parties. Valley water collaborates with the internal stakeholder group and the Task Force through a series of workshops to discuss goals, approaches, and findings and to solicit feedback on draft elements of the DRP. Valley Water met with the Task Force to discuss and solicit feedback on the draft vulnerability assessment on June 30, 2022.

The draft vulnerability assessment evaluates the risks and impacts of drought to Valley Water's existing water supply and infrastructure. The report documents key factors that increase Valley Water's supply vulnerability during drought, which included climate change, existing and potential regulations, infrastructure conditions and constraints, and future water quality conditions (Attachment 2). Interrelationships between the factors may compound their effects on future water supply reliability.

Key findings from the draft vulnerability assessment include:

- Climate change is expected to reduce the availability of imported and local surface water supplies and increase the frequency and severity of drought. At the same time, the frequency of extreme precipitation events is expected to increase, and a greater proportion of annual precipitation may fall within a smaller number of large events. The shift in precipitation patterns may make surface storage capture and delivery more challenging.
- Upcoming and existing regulations, such as the Bay-Delta Water Quality Control Plan (Bay-Delta Plan) and Endangered Species Act/ California Endangered Species Act (ESA/CESA) permits are vulnerabilities to the future availability of imported water supplies. Locally, Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) Settlement Agreement implementation, future Lake and Streambed Alteration Agreements, and other permits necessary for Utility operations could also reduce system flexibility. Regulatory-based vulnerabilities do not explicitly contribute to increased risk of hydrologic drought, rather they may exacerbate water shortage conditions during drought events.

- Infrastructure limitations and constraints can also exacerbate drought impacts. Key constraints include current storage restrictions on five out of ten local Valley Water reservoirs, limitations on physical delivery of stored surface water in out-of-county groundwater banks, and the potential for concurrent conveyance outages during drought events. Parallel to this, current infrastructure and reservoir operational rules may not maximize the capture and storage of surface water produced by the short, intense storm events that are predicted to occur with climate change.
- Water quality vulnerabilities can reduce system flexibility and potentially limit available water supply sources, which can worsen water shortages during drought. Surface water quality vulnerabilities, such as toxic cyanobacterial blooms and higher Total Dissolved Solids (TDS), are often direct impacts from drought stemming from lower streamflow, greater evaporation, and higher water temperature. Drought conditions can also affect groundwater quality through increased likelihood of saltwater intrusion. In addition, emerging groundwater contaminants, such as Per- and Polyfluoroalkyl Substances (PFAS), may result in additional treatment constraints that constrain system flexibility.

As a part of the draft vulnerability assessment, mitigation actions are identified to decrease drought vulnerabilities. Mitigation actions are intended to be long-term projects and programs that reduce the potential for water shortages in the future. The Water Supply Master Plan (WSMP) identifies projects that increase water supply reliability. The WSMP is reviewed on an annual basis through the Monitoring and Assessment Program (MAP) to incorporate the latest available data, modeling, and project information. The draft vulnerability assessment identifies ways WSMP projects could enhance water supply reliability and mitigate drought risks based on discussions with Valley Water staff concerning specific system vulnerabilities during drought. This evaluation resulted in a conceptual prioritization of mitigation actions summarized below:

- Meeting Valley Water's conservation targets should continue to be prioritized as they are a critical component in reducing water demand and mitigating drought risk.
- To help mitigate droughts while Anderson Reservoir is under construction, near-term investment in additional imported water transfer agreements should continue to be prioritized. Transfer agreements may not be a reliable tool in the future given climate change and potential future regulatory impacts in the San Francisco Bay Delta watershed and may not be as cost-effective as other options; thus, water transfer agreements are not recommended as a long-term solution.
- Potable reuse (including indirect and direct potable reuse projects) will be highly important in maintaining future water supply reliability. Potable reuse projects are locally controlled and are less impacted by climate change, drought, and environmental streamflow regulations that affect existing surface water supplies. They also provide an important diversification to the water supplies available to Valley water. These projects should be prioritized given their drought resiliency and ability to supplement existing water supply sources.
- Evaluation and/or implementation of projects and programs that enhance beneficial use of local water supplies, such as Lexington Pipeline and forecast informed reservoir operations, should continue to be explored.
- Diversification of storage, such as an additional out-of-county groundwater bank or new surface water storage (e.g., Los Vaqueros Expansion, Pacheco Reservoir) could help increase operational flexibility and drought reliability by increasing Valley Water's ability to store wet year water for withdrawal during dry years.
- Implementation of imported water supply projects and programs that allow for greater operational flexibility, including improving the ability to capture the expected shorter, high flow events, (e.g., Delta Conveyance Project and Sites Reservoir) should continue to be explored.

Next Steps

The draft vulnerability assessment was reviewed by internal stakeholders and the Task Force. Staff is incorporating comments into the draft vulnerability assessment to finalize the report. Work has started on the next segment of the DRP, which examines how Valley Water monitors for drought and requests short-term response actions from the public when necessary.

Valley Water will provide regular updates on the progress of the DRP development to the Water Conservation and Demand Management Committee, the Environmental and Water Resources Committee, and other interested advisory committees. The draft and final DRP will be presented to the Board of Directors for comments and approval, respectively.

- Fall 2022: Draft Drought Monitoring and Water Shortage Response
- Winter 2022: Draft Drought Response Framework

- End of 2022: Draft DRP
- Early 2023: Bureau of Reclamation reviews and comments on the DRP
- Summer 2023: Final DRP brought to the Board for approval

The Water Conservation and Demand Management Committee discussed the following: questions on the mitigation action summary, costs, impacts, rates and having some thought-provoking discussions, water quality, emerging contaminants, projects possibly having a 1-project focus, and a suggestion was made to have an internal/contract economic analyst on board to give a different perspective on water.

Samantha Greene, Aaron Baker, and Vanessa De La Piedra were available to answer questions.

The Water Conservation and Demand Management Committee took no action

4.3 STANDING ITEMS REPORT

Committee Chair Director Linda J. LeZotte reviewed the materials as outlined in the agenda items.

Summary from Meeting Agenda Memo:

Standing items will allow regular reports from staff on subjects that may be of interest to the committee members.

1. Sustainable Groundwater Management Act (SGMA)
There was no verbal update.

Samantha Greene reported on:

2. Flood Mar
 - Expect to finish our study with UC Water in December
 - Received initial draft of tool that evaluates potential areas for implementation and draft report of institutional considerations for program implementation
 - Staff are currently reviewing those draft products and plans to present the refined draft versions to committees in the fall for feedback
 - FloodMAR is of interest at the state level and so staff is also looking out for potential grant opportunities that could help support a pilot project and/or program implementation
3. Ag Water use baseline study:
 - Expect to finish our study with UC Merced in December
 - Received draft report and provided comments
 - Will present draft report to committees in fall
 - Draft report currently finds:
 - agriculture is mostly efficient in our county
 - Limited data on greenhouse and nursery irrigation practices. While greenhouse and nursery irrigation is a small percentage of the total irrigation used in the county, there is an opportunity for understand their water usage more and increase efficiency in those sectors
 - Improvements could be made with better metering, but the improvements may not be worth the cost per the recent study performed by Darin's group
 - Expand soil moisture metering

The Water Conservation and Demand Management Committee took no action.

The next regularly scheduled meeting was changed to September 28, 2022, 10:00 a.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

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MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Nai Hsueh,
BPPC Chair

SUBJECT: Board Policy and Planning Committee
(BPPC) September 1, 2022, Meeting
Summary

DATE: September 27, 2022

This memorandum summarizes discussion and action from the meeting of the Board Policy and Planning Committee (BPPC) held on September 1, 2022.

FOLLOW UP TO PROPOSED CHANGES TO BOARD GOVERNANCE POLICIES – EXECUTIVE LIMITATIONS (EL) 4 – FINANCIAL MANAGEMENT AND RELATED BAO INTERPRETATIONS

Staff reviewed the proposed changes to the EL-4 – Financial Management policies and related BAO Interpretations, in response to the Committee's input in August.

The Committee approved staff's recommended revisions and requested that they be presented to the full Board for approval consideration.

ONE WATER – UPPER PAJARO RIVER WATERSHED PLAN STATUS REPORT AND STAKEHOLDER OUTREACH

Staff provided an overview of the One Water Upper Pajaro River Watershed planning effort, with a focus on the external stakeholder outreach completed to date and feedback received.

The Committee provided the following input:

Director Keegan suggested that tribal stakeholder's input and related work be called out.
Director Hsueh asked for location clarification and project type relating to the Pajaro Regional Flood Management Agency's comment

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Santa Clara Valley Water District

File No.: 22-0980

Agenda Date: 9/27/2022

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve the Agreement with Hazen and Sawyer for On-Call Mechanical Engineering and Support Services, PlanetBids File No. VW0043, for a Not-to-Exceed Fee of \$2,000,000.

RECOMMENDATION:

Approve the Agreement with Hazen & Sawyer for On-Call Mechanical Engineering and Support Services for a not-to-exceed fee of \$2,000,000.

SUMMARY:

The objective of this Agreement for on-call services, as needed, is for the Consultant to perform general and specialized mechanical engineering services relating to operations and maintenance of the water utility, water utility capital improvements and operational projects, and other mechanical engineering support services. These mechanical engineering support services include mechanical engineering design, calculations, inspection, failure analysis, and drafting support.

The selected Consultant to perform the on-call, as needed, mechanical engineering and support services will not be eligible to bid on future design services or bid on future Santa Clara Valley Water District (Valley Water) construction projects for which they provided services.

The firms were required to meet the following minimum qualifications to be considered responsive:

- The Proposer or Proposer's employees shall have ten (10) years of experience in Water Utility Mechanical Engineering condition assessment, failure analysis, process improvement, planning and design, construction support and inspection, asset management and other related disciplines including, but not limited to, rotating equipment, pumps, multi-pump systems, coatings, valves, piping, tanks, HVAC and corrosion control.
- The Proposer's employees shall have the following applicable certifications, licenses, and/or affiliations: (a) State of California Professional Engineering License, (b) State of California Contractor License and (c) National Association of Corrosion Engineers Certification.
- The Proposer shall possess knowledge of regulations and codes regarding all relevant Water Utility Mechanical Engineering disciplines including but not limited to Hydraulic Institute, American

Society of Mechanical Engineers, American Water Works Association, and Code of Federal Regulations for water; and shall be familiar with local conditions relating to Valley Water's efforts in Santa Clara County.

- The Proposer shall possess knowledge of applicable Water Utility Mechanical Engineering industry standards, manuals of practice and guidelines including, but not limited to:
 - a) American Water Works Association
 - b) U.S. Environmental Protection Agency Drinking Water Standards and Regulations
 - c) American National Standard Institute
 - d) American Society for Testing And Materials
 - e) National Association of Corrosion Engineers
 - f) National Fire Protection Association
 - g) National Sanitation Foundation
 - h) Hydraulic Institute
 - i) American Society of Heating, Refrigerating and Air-Conditioning Engineers
 - j) Occupational Safety And Health Administration
 - k) The Society For Protective Coatings
 - l) American Society of Mechanical Engineers
 - m) American Society of Plumbing Mechanical Engineers

Background

Valley Water implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. The on-call services provided pursuant to this Agreement will augment the services of Valley Water staff and provide additional mechanical engineering and support services as needed.

Consultant Selection Process

Prior to publishing the RFP, staff conducted outreach to 462 firms that were registered under the following Category Codes: 92567 - Mechanical Engineering Services; Architectural Services; 90700 - Architectural And Engineering Services; 90775 - Site Assessment And Site Field Observation; 90779 - Surveying Services; 91800 - Consulting Services; 91812 - Analytical Studies And Surveys (Consulting); 92500 - Engineering Services, Professional; 96145 - Inspection And Certification Services; and 96169 - Testing and Monitoring Service. Staff also issued advertisements in the SJ Post and SBEINC.com prior to publishing the RFP.

On October 20, 2021, staff published a Request for Proposals (RFP) for On-Call Mechanical Engineering and Support Services by sending it to 462 firms that were registered in PlanetBids. A pre-proposal meeting was not held for this RFP. Of the total 462 firms informed of the solicitation, 28 firms confirmed to be prospective bidders in the VW Procurement Portal.

A total of three (3) proposals were received on November 18, 2021, from the following firms: Hazen and Sawyer, Infrastructure Engineering Corporation, and Salas O'Brien.

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. The EC team invited the following firms to participate in oral interviews: Hazen and Sawyer, Infrastructure Engineering Corporation, and Salas O'Brien. The EC completed the final selection process for the subject RFP, and based on their overall, technical and oral evaluation, have concluded that Hazen and Sawyer demonstrated the best overall experience, approach to, and understanding of the scope of services. The EC recommended that staff proceed with agreement negotiations with Hazen and Sawyer.

Negotiations with Hazen and Sawyer have been completed successfully. Staff recommends Board approval of the Standard On-Call Consultant Agreement with Hazen and Sawyer to provide On-Call Mechanical Engineering and Support Services, for a not-to-exceed fee of \$2,000,000.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

The not-to-exceed fee for the Agreement is \$2,000,000. The agreement term is five years. No funds will be encumbered at this time. On-Call services will be charged in accordance with each approved task order to budgeted funds from the respective project.

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:

Greg Williams, 408-630-2867



STANDARD ON-CALL CONSULTANT AGREEMENT

(For Capital Consultant Agreements)

Terms and Conditions Template
Rev. B [5/11/2020-06/30/2021]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and Hazen and Sawyer, 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, Scope of Services, attached hereto and incorporated herein by this reference (Schedule). Valley Water may require Consultant to provide all or a portion of these services (Services) through subsequently executed task orders (Task Orders). Task Orders will be in the form of the template described in Section Twelve, subsection 13, Task Orders and in the Standard On-Call Consultant Agreement, Appendix Three, Task Order Template. These Services will be provided on an on-call basis (On-Call).

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Service described in an attached Schedule must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with 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.
- B. Unless the requirements for the Services described in the attached Schedule are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

- C. Consultant shall not undertake any Services not described in the attached Schedule unless authorized in writing by Valley Water prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the Scope of Services.

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon Valley Water's request documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code §1720(a)(1).

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by Valley Water which Valley Water determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the 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 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 Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 1) Consultant must obtain Valley Water's approval of all Subconsultants. Upon Valley Water's request, Consultant must provide copies of all Subconsultant agreements.
 - 2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to Terms and Conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.
- F. Consultant will not charge Valley Water for the time it takes Consultant's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff: Valley Water Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. 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 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 the 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.

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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. Valley Water will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in an executed Task Order or at such other time(s) at the discretion of Valley Water.

- C. Consultant must notify Valley Water in writing when it completes and has submitted to Valley Water each deliverable as per an executed Task Order. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify 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 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 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 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 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 will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to 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 Consultant to perform the Services. All Service requests will be made by Valley Water on an as-needed basis, subject to future Task Order(s) executed by Valley Water and Consultant.
- B. It is understood and agreed that this total is an estimate, and that the actual amount of Services requested by Valley Water may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.

- C. The Schedule, Attachment One, Fees and Payments, sets forth the hourly rates and NTE fee, if any, for Services Consultant may perform pursuant to an executed Task Order.
- D. Services to be performed pursuant to a Task Order will commence only after written approval from Valley Water Deputy Operating Officer, Unit Manager, or Project Manager, as applicable.
- E. Notwithstanding any other provision of this Agreement, Valley Water agrees to pay Consultant in accordance with the terms set forth in an executed Task Order. Consultant represents and warrants that the amounts charged to Valley Water for Services do not exceed the amounts normally charged by Consultant to other customers for similar Services.
- F. Upon the written approval of Valley Water Deputy Operating Officer, Unit Manager, or Project Manager referenced herein, the Services described in a Task Order task may be reduced or eliminated.
- G. Automobile travel mileage expenses will be paid at the current Internal Revenue Service (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Invoices

- A. Consultant's invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services and executed Task Orders; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) A description of the site where Services were performed, if applicable;
 - 4) The name of Valley Water staff requesting Services;
 - 5) The dates when Services were performed;
 - 6) Other direct charges and reimbursable expenses by Task Order task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Task Order not-to-exceed fees as stated in the Schedule, Attachment One, Fees and Payments; and/or Task Orders.

- 8) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order.
 - 9) To the extent that Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both Consultant and its Subconsultants.
- B. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.
- C. Notwithstanding language to the contrary in an executed Task Order, Consultant must invoice Valley Water for a Task Order within 30 calendar days of Valley Water accepting the deliverables of that Task Order.
- D. Consultant shall send all invoices to: APinvoice5750@valleywater.org
- Valley Water address, if needed:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- E. Consultant must also ensure that each invoice contains the following information:
- 1) Agreement Number;
 - 2) Task Order Number.
 - 3) Full Legal Name of Consultant/Firm;
 - 4) Payment Remit-to Address;
 - 5) Invoice Number;
 - 6) Invoice Date (the date invoice is mailed)
 - 7) Detailed description of services provided, including the “distribution account(s)” for those services;
 - 8) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
 - 9) Beginning and end date for billing period that services were provided.
- F. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in Attachment A to the Task Order(s). Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

- G. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- H. Valley Water may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item. Consultant and Valley Water Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the Dispute pursuant to the Standard On-Call Consultant Agreement, Appendix Two, Dispute Resolution.
- I. Consultant's Services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.
- J. Consultant shall ensure that its personnel performing services pursuant to this Agreement document their time doing so.

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- B. Labor Code §1720 provides as follows:

 "(a) As used in this chapter, "public works" means all of the following:

 (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."
- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents to be provided in electronic or hard copy format, at Valley Water's discretion.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by Valley Water, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

4. Retention

- A. Unless otherwise specified in an executed Task Order, when the total compensation payable pursuant to this Agreement for an individual Task Order exceeds \$20,000, ten percent of each invoice for that Task Order 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 executed Task Order, consistent with Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.
- B. At any time after 50% of the work to be performed pursuant to an individual Task Order has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Task Order, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the individual Task Order work will continue to be withheld until the Task Order is completed to the satisfaction of Valley Water. Prior to final close out of the Agreement, any remaining retention for undisputed work will be released to Consultant.

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SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in the Scope of Services of an executed Task Order upon receipt of the Task Order Notice to Proceed (NTP) issued by Valley Water.

2. Task Order Schedule

Consultant will perform and complete the Services in accordance with the schedule (Schedule) as described in each Task Order. Consultant will coordinate Services with Valley Water to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.

3. Project Delays

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

4. Changes to the Schedule

Valley Water's Project Manager and Consultant may agree to modify the Schedule specified for Consultant's performance in an executed Task Order as an administrative modification to the Task Order and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

No Task Order will be written which extends beyond the expiration date of this Agreement. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be performed and completed within the Term of this Agreement. Uncompleted and/or unfinished Task Orders will co-terminate with this Agreement.

2. 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 Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by 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

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

3. Investigation of Claims

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
 - 3) Submission by Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
 - 4) Submission by Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in Attachment Four to the Schedule, Reference Materials, if applicable;
 - 5) Submission by 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 Consultant from its duties and responsibilities as described in this Agreement nor shall Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

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

5. Gifts

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

6. Audits

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested, 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 Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager Consultant and its Subconsultants shall execute the Valley Water's most current Non-Disclosure Agreement in effect at that time.
- F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a change to their disclosure information.
 - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during Valley Water's annual filing season, as determined by Valley Water;
 - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code).
 - 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code (GC) §81000 et. seq. and GC §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. All tasks and Services will be assigned to Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard On-Call Consultant Agreement, Appendix Three Task Order Template).

The proposed Task Order must identify the following:

- 1) Description of the services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard On-Call Consultant Agreement, Appendix One Additional Legal Terms (Appendix One) and Consultant's authorized representative.
 - C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be “Public Works” requiring the payment of prevailing wages. See the Standard On-Call Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, 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 Operating Officer, as listed in section 1. Representatives, of the attached Schedule, Scope of Services.

CONSULTANT:

Consultant Principal Officer, as listed in section 1. Representatives, of the attached Schedule, Scope of Services.

19. No Third-Party Beneficiaries

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

20. Severability

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

21. Debt Limitation

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

22. Appendices

The following Standard On-Call Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

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

23. Schedule and Attachments

Schedule OC, Scope of Services, and its 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


By: _____
John L. Varela
Chair Pro Tem
Board of Directors

Date: 09/27/22

ATTEST:

Max Overland
Acting Clerk, Board of Directors

HAZEN AND SAWYER
Consultant

By:  _____
7F96D678F5BA420...
Marc Solomon
Vice President

Date: 8/8/2022

Consultant's Address:
90 New Montgomery Street, Suite 333
San Francisco, CA 94105

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**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services

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

- A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement;
- B. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution

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

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

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water's Deputy Operating Officer unless delegated to an Assistant Operating Officer or Unit Manager.
- C. Valley Water Project Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$50,000.
- D. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$150,000.
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$ [NOT-TO-EXCEED AMOUNT]. [NOT USED]

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**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by 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.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

- 1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.
- 2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.
- 3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

- 1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
- 2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

- 1) The mediator will set the time of each mediation session.
- 2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- 3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.
- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

- 1) The mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties;
 - b. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
 - c. By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.
- 2) No mediator shall be a necessary Party in judicial proceedings related to the mediation.

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

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 ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard On-Call Consultant Agreement _____ (Agreement) by and between the Santa Clara Valley Water District (Valley Water) and _____ (Consultant), dated _____.

Valley Water: _____

Consultant: _____

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

1. Upon full execution of this Task Order No. _____, as set forth in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by the Valley Water Project Manager, Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by 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. 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;
 - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized under this task order; and
 - E. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Schedule OC, 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.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

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 Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
 - A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
 - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in 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 ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix 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 A4641A / PB No. VW0043**

IMPORTANT: The agreement or PB number must be included.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4641A / PB No. VW0043**

IMPORTANT: The agreement or PB number must be included.

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Required Coverages

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

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

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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

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

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

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

STANDARD ON-CALL CONSULTANT AGREEMENT APPENDIX FOUR INSURANCE REQUIREMENTS

General Requirements

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

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

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

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SCHEDULE OC SCOPE OF SERVICES

1. Representatives

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

David Kunz (Valley Water Project Manager)
Utility Maintenance Engineering Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 313-8106

Email: dkunz@valleywater.org

Joel Jenkins
Utility Maintenance Engineering Manager
Utility Maintenance Engineering Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 314-3939

Email: jjenkins@valleywater.org

Greg Williams
Deputy Operating Officer
Raw Water Division Deputy's Office
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 800-8491

Email: gwilliams@valleywater.org

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

Swaid Alhajri (Consultant Project Manager or CPM)
Hazen and Sawyer
Senior Associate
90 New Montgomery Street, Suite 333
San Francisco, CA 94105

Phone: (415) 994-3901

Email: salhajri@hazenandsawyer.com

SCHEDULE OC SCOPE OF SERVICES

- C. Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Marc Solomon (Consultant Principal Officer)
Hazen and Sawyer
Vice President
90 New Montgomery Street, Suite 333,
San Francisco, CA 94105

Phone: (707) 696-9318

Email: msolomon@hazenandsawyer.com

2. Scope of Services

- A. The objective of this Agreement for on-call Services is for Consultant to perform On-Call mechanical engineering support services (Project).
- B. The objective of this Agreement for on-call services is for Consultant to perform general and specialized mechanical engineering services relating to operations and maintenance of the water utility, water utility capital improvements and operational projects, and other mechanical engineering support services.
- C. These mechanical engineering support services include mechanical engineering design, calculations, inspection, failure analysis, and drafting support.

3. Project Objectives

- A. The Santa Clara Valley Water District (Valley Water) implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. The on-call services provided pursuant to this Agreement will augment the services of Valley Water staff and provide additional mechanical engineering services as needed.
- B. All Services required pursuant to this Agreement will be provided only on an as-needed/as-requested basis by the issuance of an authorized Task Order by the Valley Water to the Consultant(s). A project scope will be developed for each task order, including deliverables for a total not-to-exceed amount. No work will be performed without a task order. The Consultant(s) will perform services on a Task Order Basis as authorized by the VWPM, as set forth in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders.

SCHEDULE OC SCOPE OF SERVICES

4. Background

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to 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 the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.

SCHEDULE OC SCOPE OF SERVICES

- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in section 3. Project Objectives.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by 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. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.
- 8) **Completeness.**
 1. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.
 2. A Complete Design Set must include all the information required for a constructible set of plans and specifications; include a project cost 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.

6. Scope of Services Tasks

The On-Call Scope of Services will generally include, but not be limited to the Tasks described below. Tasks and deliverables will be determined on a task order basis.

Task 1 - Project Management and Coordination

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

SCHEDULE OC SCOPE OF SERVICES

1.1 Task Order Work Plan. Consultant will prepare a Project Planning Work Plan in accordance with this Scope of Services.

1.1.1 The Task Order 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.

1.1.2 The Task Order 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.

1.2 Progress Meeting and Workshops

Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, discuss and progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

1.3 One-on-One Meetings with Valley Water

Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention. The meeting schedule will be established by Valley Water, weekly/biweekly either in person, or by phone, at Valley Water's discretion.

1.4 Coordination and Communication with External Agencies

Consultant will assist the Valley Water with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project activities as requested by Valley Water.

1.5 Public Outreach

If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

SCHEDULE OC SCOPE OF SERVICES

1.6 Project-Specific Sub-Tasks 7

- 1.6.1 **Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the Task Order tasks.

Task 1 - Deliverables

1. Task Order Work Plan including QA/QC Plan (Draft, Final Draft and Final)
2. Meeting Agendas, Minutes, and Presentations
3. Weekly or Twice-a-week Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at Valley Water's discretion and as required per each approved Task Order
4. A status update on each active task at a time interval established by Valley Water on a project by project basis.
5. Monthly task tracking specifying what has been invoiced and what has been approved but, not yet invoiced and the corresponding dollar amount for each activity

Task 2 - Mechanical Engineering Design Services

Consultant will provide mechanical engineering design services. Services include, but are not be limited to, discovery, analysis, preparation of design drawings and plans, construction documents, specifications; estimates of time, material, and equipment costs; and other related design reports and materials as assigned. In addition, field inspections and investigations to verify as-built conditions.

Task 2 – Deliverables

1. Deliverables will be based on a case-by-case Task assignment. Specific task order deliverables will be listed in the specific task order issued to the Consultant.

Task 3 - Condition Assessments and Related Inspection Services

Consultant will provide mechanical engineering condition assessments and related inspection services. Services include, but are not limited to, assessment and analysis of facility conditions and operations, piping systems, and hydraulic systems; assessment of pump conditions and operations; development of recommendations for pump replacement selection or pump rebuild; tank evaluations; coating inspection; rotating equipment vibration spectrum, and HVAC condition assessment and recommendations for modification and improvement.

Task 3 – Deliverables

1. Deliverables will be based on a case-by-case Task assignment. Specific task order deliverables will be listed in the specific task order issued to the Consultant.

SCHEDULE OC SCOPE OF SERVICES

Task 4 - Mechanical Engineering Analysis and Testing Services

Consultant will provide mechanical engineering analysis and testing services. Services include, but are not limited to, conducting root cause analysis of equipment and material issues, compatibility issues, and failures; process evaluations; equipment failure diagnostics including metal fatigue, vibration, cavitation, flow testing, material and metallurgy analysis; and the development and evaluation of repair and replacement options.

Task 4 – Deliverables

1. Deliverables will be based on a case-by-case Task assignment. Specific task order deliverables will be listed in the specific task order issued to the Consultant.

Task 5 - Mechanical Engineering Fabrication Services

Consultant will provide mechanical engineering construction and fabrication services. Services include, but are not limited to, the mechanical engineering design and inspection for fabrication, welding, construction, and installation of specialty parts (e.g., pipe spools).

Task 5 – Deliverables

1. Deliverables will be based on a case-by-case Task assignment. Specific task order deliverables will be listed in the specific task order issued to the Consultant

Task 6 - Mechanical Engineering Construction Inspection and Support Services

Services include, but are not limited to, performing field inspections and monitoring construction work in progress; review equipment shop drawings and material submittals to ensure compliance with approved construction plans, specifications, and standards; preparation of inspection and project status reports; and overseeing start-up, commissioning and testing of mechanical equipment and systems to ensure the equipment and system is properly installed and operating at design levels, efficiency, reliability, and accuracy.

Task 6 – Deliverables

1. Deliverables will be based on a case-by-case Task assignment. Specific task order deliverables will be listed in the specific task order issued to the Consultant.

Task 7 - Mechanical Engineering Support Services

Consultant will provide mechanical engineering support services. Services include, but are not limited to, performing engineering calculations; inspections; rendering engineering opinions regarding equipment and facilities; and development of system, facilities and equipment plans.

Task 7 – Deliverables

1. Deliverables will be based on a case-by-case Task assignment. Specific task order deliverables will be listed in the specific task order issued to the Consultant.

SCHEDULE OC SCOPE OF SERVICES

Task 8 - Additional Services

The Consultant will provide additional services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 7 and Task 8 - Additional Services, to include but not be limited to:

- 8.1 Tank Repairing Analysis and Specification. Consultant will perform non-destructive condition assessments and inspection on storage tanks including weld steel and reinforced concrete tanks. Determine whether a tank of a given construction is adequate, estimate of remaining useful life, needs repair, or should be replaced.
- 8.2 Drafting support using current District CADD standards to update the as-built and new designs.
- 8.3 Chemical transport system analysis and Specification: Consultant will perform condition assessment on chemical transport systems including pumps, piping, valves, and controls to maintain and improve environmental compatibility and operational viability. Consultant will be expected to evaluate existing systems and make recommendations as to how to repair, replace, or improve efficiency and safety without any interruptions to the system operation.
- 8.4 Coating system analysis on an as need be basis: The consultant will have the capabilities to evaluate coating failures and provide recommendations in accordance with the National Association of Corrosion Engineers (NACE) for coating repair or replacements.
- 8.5 Filtration systems with specialized requirements. Consultant will have the capabilities to provide evaluations and recommendations on application specific filtration including, but not limited to Reverse Osmosis and Ultra filtrations systems.
- 8.6 Additional services, to include but not be limited to: Evaluations of pumping and piping systems and make recommendations to achieve compliance with Hydraulic Institute (HI), American Society of Mechanical Engineers (ASME), American Water Well Association (AWWA), and any material specific standards appropriate for the application.
- 8.7 Provision of structural design and bearing load calculations for civil work needed in association with a given mechanical project.

7. Attachments

The following Standard On-Call Consultant 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 OC 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 and in all approved Task Orders will not exceed a total amount of **\$2,000,000.00** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.**

2. Terms and Conditions

A. Payments for Services performed, as described in each Task Order, will be based on the following terms:

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

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 VWPM will be billed on a monthly basis at actual cost 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.

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

- 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of 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 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 VWPM for a different type of vehicle.
- 4) No markup will apply for Consultant to manage Subconsultants, subcontractors and vendors, including lab services.,

C. Prevailing Wage Requirements

- 1) The Scope of Services described in a Task Order may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, to ascertain whether any other Task/s would include "Prevailing Wage Requirements."
- 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 published by the Director and incorporated herein by reference the same as though set forth in full. The rates are available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE SCHEDULE

CLASSIFICATION/STAFF	HOURLY/ UNIT RATE
Consultant: Hazen and Sawyer	
Vice President	\$309.94
Associate Vice President	\$307.50
Sr. Associate II	\$273.16
Sr. Associate I	\$236.40
Associate	\$194.37
Professional Engineer	\$173.36
Engineering Assistant	\$152.35
CAD Designer	\$147.09
Admin	\$131.33
Subconsultant: Applied Materials	
Project Manager	\$266.36
Special Inspector 1	\$163.51
Special Inspector 2	\$157.45
Special Inspector 3	\$135.63
Special Inspector 4	\$117.56
Subconsultant: Kjeldsen, Sinnock & Neudeck, Inc.	
Principal	\$291.48
Senior Surveyor	\$206.33
Surveyor	\$179.71
Assistant Surveyor	\$113.31
Technician	\$131.48
1 Person survey crew (PW)	\$159.93
2 Person survey crew (PW)	\$300.62
Subconsultant: TJC and Associates, Inc.	
Sr. Vice-President	\$307.50
Vice-President	\$307.50
Principal	\$281.53
Associate	\$266.12
Sr. Engineer VII	\$250.10
Sr. Technician	\$200.99
Sr. Engineer VI	\$199.65
ML Engineer	\$189.75

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION/STAFF	HOURLY/ UNIT RATE
Subconsultant: TJC and Associates, Inc.	
Jr. Engineer IV	\$172.45
Jr. Engineer III	\$168.98
Jr. Engineer II	\$141.48
CAD Operator	\$132.72
Sr. Administrative	\$117.65
Jr. Administrative	\$98.09
Subconsultant: V&A Engineering	
Principal-in-Charge	\$304.60
QA/QC Principal-in-Charge	\$172.09
Senior Project Manager	\$265.87
Project Manager	\$216.56
Senior Project Engineer	\$211.82
Project Engineer	\$172.09
Associate Engineer	\$159.18
Assistant Engineer	\$123.90
Technician	\$128.86
Technician/Field Assistant	\$93.07
Accounting Manager	\$180.70
QAQC/Marketing Manager	\$134.23
QAQC/Administrative Coordinator	\$82.60
Subconsultant: Harrison Thomas Group	
Commissioning/Assessment Project Mgr.	\$220.15
Commissioning/Assessment Engineer	\$175.72
Subconsultant: Monterey Mechanical	
Pipefitter Foreman	\$209.10
Pipefitter Journeyman	\$190.65
Laborer Foreman	\$107.63
Laborer (general)	\$100.45

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**SCHEDULE OC
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 five (5) years after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Task Order and will confirm such modification in writing.

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**SCHEDULE OC
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
Marc Solomon	Vice President	Principle-In-Charge	90 New Montgomery Street, Suite 333 San Francisco, CA 94105 Msolomon@hazenandsawyer.com
Swaid Alhajri	Senior Associate II	Project Manager	90 New Montgomery Street, Suite 333 San Francisco, CA 94105 salhajri@hazenandsawyer.com
Alex Gorzalski	Professional Engineer	Process Engineer	90 New Montgomery Street, Suite 333 San Francisco, CA 94105 AGorzalski@hazenandsawyer.com
Steve Conner	Senior Associate II	Hydraulics Engineer	90 New Montgomery Street, Suite 333 San Francisco, CA 94105 sconner@hazenandsawyer.com
Jack Yao	Senior Associate II	Electrical Engineer	90 New Montgomery Street, Suite 333 San Francisco, CA 94105 JYao@hazenandsawyer.com
Gregg Commings	Senior Associate II	Civil Engineer	90 New Montgomery Street, Suite 333 San Francisco, CA 94105 GCummings@hazenandsawyer.com

2. The following Subconsultants are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information
TJC and Associates	Electrical and I&C Subconsultant	Paul Giorsetto Paul@tjcaa.com
V&A Engineering	Condition Assessment	Manuel Najar mnajar@vaengineering.com
Harrington Thomas Group	Commissioning	Isaac Chambers Isaac.chambers@harrisontgroup.com
Monterey Mechanical	Contractor	Jim Troup j.troup@montmech.com

**SCHEDULE OC
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Firm	Project Role	Contact Information
KSN	Surveying	Kris Nehmer knehmer@ksninc.com
Applied Materials & Engineering	Specialty Inspections	Dushyant Manmohan dushyant@appmateng.com

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**SCHEDULE OC
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf

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Santa Clara Valley Water District

File No.: 22-0950

Agenda Date: 9/27/2022

Item No.: 5.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Receive Report of Bids and Reject All Bids for the Construction of the Silicon Valley Advanced Water Purification Center Storage Building Project, under the Small Capital Improvements, Water Treatment, Project No. 93764004, Contract No. C0686 (San Jose) (District No. 3).

RECOMMENDATION:

- A. Ratify Addenda Nos. 1, 2, and 3 to the Contract Documents for the Silicon Valley Advanced Water Purification Center Storage Building Project; and
- B. Reject all bids.

SUMMARY:

The objective of the Silicon Valley Advanced Water Purification Center (SVAWPC) Storage Building Project (Project) is to construct a 1500 square foot storage building for the storage of parts and materials used in the maintenance and operation of the SVAWPC. The Project scope of work includes connecting electrical power to the building; installing a fire suppression system; providing an additional fire hydrant; and upgrading valves on the fire suppression system to the existing main building. The completed Project will support Santa Clara Valley Water District's (Valley Water) ongoing operations to efficiently produce purified water to enhance the quality of the recycled water in support of the South Bay Water Recycling (SBWR) partnership.

Addenda Ratification

Three addenda (Attachment 1) were issued during the bid period to clarify the Project Contract Documents. Staff recommends that the Board ratify the addenda to formally incorporate the changes into the Project Contract Documents.

Bid Results

Outreach efforts for this Project was conducted using Valley Water's electronic procurement system, Planet Bids vendor portal. This project was also advertised and published in the San Jose Post Record. The Notice to Bidders was sent to 100 Builder Exchanges (plan rooms), 6 chambers of commerce, and 685 contractors were notified. There were 8 prime construction companies on the plan holders list for the project and 7 prime contractors attended the optional pre-bid meeting.

TABLE 1
Bid Summary

Contractor, Location	Bid Price	Award Amount
Calstate Construction, Inc., Fremont	\$1,463,501	
Southwest Construction, San Bruno	\$1,499,500	
Engineer's Estimate: \$960,000		

Rejection of All Bids

Per the Notice to Bidders, paragraph 15, the Valley Water reserves its right to reject any and all bids and to waive minor irregularities in any submitted bid form(s). Because the bids received are 52% and 56% above the Engineer's Estimate of \$960,000, staff is recommending that all bids be rejected rather than awarding the contract at a significantly higher price than the Engineer's Estimate.

Next Steps

Upon Board approval of staff's recommendations, staff will review alternative options for storage, including temporary storage, at the SVAWPC. The Project will be put on hold until the economic conditions have stabilized and are more predictable before re-advertising the Project for construction.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: Addenda Nos. 1, 2, and 3

UNCLASSIFIED MANAGER:

Emmanuel Aryee, 408-630-3074



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 PlanetBids Public Site for Bids Vendor Portal at
<https://pbsystem.planetbids.com/portal/48397/portal-home>.*

May 3, 2022

**ADDENDUM NO. 1
TO INVITATION TO BID FOR THE
SILICON VALLEY ADVANCED WATER PURIFICATION CENTER (SVAWPC)
STORAGE BUILDING PROJECT
Project No. 93764004 Contract No. C0686
Invitation No. VW0148**

Notice is hereby given to Prospective Bidder that the Bid Documents are modified as hereinafter set forth.

SPECIFICATIONS AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

Section 14. Special Requirements

1. **REPLACE** Article 14.03.01. Engineer's Office in its entirety:

"14.03.01. Engineer's Office

- A. Office facilities for the Engineer will not be required for this Project."

2. **REPLACE** paragraph A under Article 14.05. Temporary Utilities:

"A. Temporary Electrical Power: The Contractor will be able access temporary electrical power form a junction box on the west side of the main building adjacent to the fire sprinkler room. The temporary electrical power will be available to provide power for the Contractor's construction offices, storage spaces, lighting, testing, cooling, ventilating, and other temporary facilities. The temporary electrical connection can supply 480-volts at 100 amps. Any supplemental power needs shall be supplied by the Contractor by means of temporary electrical generator or from the local electrical utility at no additional cost to the District."

Section 15. General Coordination

3. **REPLACE** paragraph A in Article 15.03.02. Coordination with Others:

“A. No special requirements.”

THIS ADDENDUM NO. 1, WHICH CONTAINS 2 PAGES, IS ATTACHED TO AND IS A PART OF THE BID DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

Rolando Bueno

9AB233FC6886450...

Rolando Bueno, P.E. acting for
Emmanuel Aryee, P.E.
Acting Deputy Operating Officer
Water Utility Capital Division

Date: 5/3/2022



CAPITAL PROGRAM SERVICES
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May 19, 2022

ADDENDUM NO. 2
TO INVITATION TO BID FOR THE
SILICON VALLEY ADVANCED WATER PURIFICATION CENTER (SVAWPC)
STORAGE BUILDING PROJECT
Project No. 93764004 Contract No. C0686
Invitation No. VW0148

Notice is hereby given to Prospective Bidder that the Bid Documents are modified as hereinafter set forth.

BID DOCUMENTS

1. **REPLACE** BID FORM NO. 5, Bidder's Bond with BID FORM NO. 5, Bidder's Bond (Rev. 1) (ATTACHMENT 1)

GENERAL QUESTIONS AND RESPONSES

QUESTION 1: (Date Received: May 10, 2022)

Who is the manufacturer of the existing District Fire Alarm System Components?

RESPONSE:

See Sheet R-08 and R-09 for existing Fire Alarm Control Panel manufacturer, design, and components.

THIS ADDENDUM NO. 1, WHICH CONTAINS 1 PAGE, and 1 ATTACHMENT IS ATTACHED TO AND IS A PART OF THE BID DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

Emmanuel Aryee

A3822A80222B49A...

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

Date: 5/19/2022

Enclosure: ATTACHMENT 1 – BID FORM NO. 5, Bidder's Bond (Rev. 1)

ATTACHMENT NO. 1

BID FORM NO. 5 - Bidder's Bond (Rev. 1)



BID FORM NO. 5 (Rev. 1)
Bidder's Bond

BE IT KNOWN BY THESE PRESENTS,

That we, _____, as PRINCIPAL,
 and _____, as SURETY,

are held and firmly bound unto the Santa Clara Valley Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above named, submitted by said Principal to the Santa Clara Valley Water District, for the work described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned Proposal to the District, for certain construction specifically described as follows, for which Proposals are to be opened at San Jose, California, on May 26, 2022, (or such other date as specified per Addendum) for **C0686 – Silicon Valley Advanced Water Purification Center Storage Building.**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Proposal, and files originals (copies are unacceptable) of the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on the _____ day of _____, 2022.

PRINCIPAL:

SURETY:

 Signature

 Signature

 Name

 Name (Seal)

 Title

 Title

 Address

 Address

- NOTE:**
1. Original Bidder's Bond documents with embossed seal from the Surety are required. Signature of those executing for Surety must be properly acknowledged.
 2. All bidders must submit the **original Bid Form 5** document before the latest date/time for submitting Bid Proposals to the address specified under Paragraph 16, Bidder's Security, of the Notice to Bidders.



CAPITAL PROGRAM SERVICES
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scvwdplanroom@valleywater.org

Santa Clara Valley Water District

*Notification of this Addendum is transmitted via email to all current plan holders.
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<https://pbsystem.planetbids.com/portal/48397/portal-home>.*

May 20, 2022

ADDENDUM NO. 3
TO INVITATION TO BID FOR THE
SILICON VALLEY ADVANCED WATER PURIFICATION CENTER (SVAWPC)
STORAGE BUILDING PROJECT
Project No. 93764004 Contract No. C0686
Invitation No. VW0148

Notice is hereby given to Prospective Bidder that the Bid Documents are modified as hereinafter set forth.

BID DOCUMENTS

1. **REPLACE** BID FORM NO. 5, Bidder's Bond (Rev. 1) with ATTACHMENT 1, BID FORM NO. 5, Bidder's Bond (Rev. 2).

THIS ADDENDUM NO. 1, WHICH CONTAINS 1 PAGE AND 1 ATTACHMENT, IS ATTACHED TO AND IS A PART OF THE BID DOCUMENTS FOR THIS PROJECT.

DocuSigned by:

Emmanuel Aryee

A3922AB6222B49A...

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

Date: 5/20/2022

Enclosure:

ATTACHMENT 1: BID FORM NO. 5, Bidder's Bond (Rev. 2)

ATTACHMENT NO. 1

BID FORM NO. 5 - Bidder's Bond (Rev. 2)



BE IT KNOWN BY THESE PRESENTS,

That we, _____, as PRINCIPAL,
and _____, as SURETY,

are held and firmly bound unto the Santa Clara Valley Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above named, submitted by said Principal to the Santa Clara Valley Water District, for the work described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned Proposal to the District, for certain construction specifically described as follows, for which Proposals are to be opened at San Jose, California, on May 25, 2022, (or such other date as specified per Addendum) for **C0686 – Silicon Valley Advanced Water Purification Center Storage Building.**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Proposal, and files originals (copies are unacceptable) of the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on the _____ day of _____, 2022.

PRINCIPAL:**SURETY:**

Signature

Signature

Name

Name (Seal)

Title

Title

Address

Address

- NOTE:**
1. Original Bidder's Bond documents with embossed seal from the Surety are required. Signature of those executing for Surety must be properly acknowledged.
 2. All bidders must submit the **original Bid Form 5** document before the latest date/time for submitting Bid Proposals to the address specified under Paragraph 16, Bidder's Security, of the Notice to Bidders.



Santa Clara Valley Water District

File No.: 22-1062

Agenda Date: 9/27/2022

Item No.: 6.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Authorize Acquisition of a Real Property Interest from Edward G. Ruder and Elizabeth M. Ruder, for the Coyote Creek Flood Management Measures Project, Anderson Dam Federal Energy Regulatory Commission Order Compliance Project No. 91864007, APN 467-29-026, Real Estate File No. 4021-287 (San Jose) (District 2).

RECOMMENDATION:

- A. Authorize the Chief Executive Officer to execute a Right of Way Agreement between Edward G. Ruder and Elizabeth M. Ruder and the Santa Clara Valley Water District, for acquisition of APN 467-29-026, located at 150 Arroyo Way, San Jose, CA, based upon the terms and conditions as set forth in the Agreement; and
- B. Authorize the Chief Executive Officer to accept the Grant Deed from Edward G. Ruder and Elizabeth M. Ruder.

SUMMARY:

Santa Clara Valley Water District (Valley Water) staff recommends acquisition of residential real property located at 150 Arroyo Way, in San Jose, California owned by Edward G. Ruder and Elizabeth M. Ruder according to the terms of Right of Way Agreement No. 4021-287 (Attachment 1). This property is shown on the plat and description of Grant Deed No. 4021-287 (Attachment 2). Acquisition of this property is necessary to implement flood risk reduction elements of the Coyote Creek Flood Management Measures Project (CCFMMP) including restoring portions of the property to a natural riparian corridor along Coyote Creek.

PROJECT BACKGROUND

Santa Clara Valley Water District (Valley Water) is undertaking the Anderson Dam Federal Energy Regulatory Commission (FERC) Order Compliance Project (FOCP) as a result of the February 20, 2020, directive from FERC to implement interim risk reduction measures at Anderson Dam to protect the public from risk of dam failure due to seismic activity. The approved FOCP includes four categories of actions including reservoir drawdown, construction of the Anderson Dam Tunnel Project (ADTP) (anticipated to be completed in 2024), operation and maintenance following ADTP construction, and avoidance and minimization measures (AMMs) necessary to reduce environmental and water supply impacts during implementation of FOCP. To address the higher flows from operation of the tunnel after its completion, flood management measures, identified and to be

implemented under the Coyote Creek Flood Management Measures Project (CCFMMP), were included in the FOCF to reduce flood risks within urbanized areas of San José. Specifically, the FOCF's flood management measures include possibly acquisition of properties, elevation of structures, or construction of floodwall or levees. The construction of CCFMMP is also anticipated to be completed in 2024. The overall flood risk reduction objective of CCFMMP is protecting areas of Coyote Creek against a flood event approximately equivalent to the February 2017 flood event. This goal will be met by the completion of CCFMMP.

ACQUISITION OF 150 AROYO WAY

The property located at 150 Arroyo Way has been identified as a property where flood reduction measures of acquisition and restoration to natural riparian habitat is an appropriate alternative. Valley Water obtained an appraisal of the property which established the fair market value as \$1,430,000. An offer in this amount was made to the owners on March 17, 2022.

On February 22, 2022, the Valley Water Board approved the Relocation Impact Study and Last Resort Housing Plan for the Coyote Creek Flood Protection Project and Coyote Creek Flood Management Measures Project as part of the Federal Energy Regulatory Commission Order Compliance Project, under the Anderson Dam Seismic Retrofit Project (Relocation Plan). As provided in the Relocation Plan, on August 4, 2022, Mr. and Mrs. Ruder were provided with a Conditional Entitlement Letter (CEL) (Attachment 3) outlining the relocation benefits to which they, as displaced owner/residents, are entitled. One of these benefits is a price differential payment based on the anticipated cost of a decent, safe, and sanitary comparable replacement dwelling. The amount of the price differential payment is determined to be \$412,750, as set forth in section B. Option 2. Settlement Agreement under Housing of Last Resort, in the CEL.

The final sale price of \$1,842,750, represents a final settlement for acquisition of the real property at the appraised value and settlement of the price differential payment element of the Relocation Plan.

The parties agreed that the owners can select the closing date for the acquisition of this property so long as the closing occurs not later than December 31, 2022. This will facilitate the owners locating a new residence and will not interfere with the Valley Water project.

ENVIRONMENTAL JUSTICE IMPACT:

There are beneficial Environmental Justice impacts. The intent of CCFMMP is to protect the public from dangers associated with flooding similar to the flooding event that occurred in February 2017. Acquisition of 150 Arroyo Way and relocation of the displaced owner/residents is required to achieve flood protection for all in the surrounding community. The property is not in the SB 535 Disadvantaged Communities. The SB 535 map utilizes California Communities Environmental Health Screening Tool (CalEnviroScreen) which is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. The location of the property has a CalEnviroScreen 4.0 score below 70. Areas of concern have scores between 70 and 100.

However, the property is in an area considered to be low income per the Santa Clara County Low Income Census Tracts (Poverty Zone) map. This Relocation Plan aims to mitigate any Environmental Justice impacts associated with potential relocations by outlining the parameters for providing relocation benefits to any potential affected households.

During the planning phase, Valley Water staff evaluated multiple flood protection alternatives and implementation sites, met with the community numerous times, and determined that the preferred alternatives presented to the community in June 2020 would best serve the area. The completion of the Project would directly benefit the adjacent disadvantaged communities along the full stretch of Coyote Creek between Montague Expressway and Tully Road.

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

FINANCIAL IMPACT:

The Coyote Creek Flood Management Measures Project No. 91864007 is included in the current Five-Year 2021- 25 Capital Improvement Program (CIP) and the Draft Five-Year 2022-26 CIP, and in the Board- adopted FY 2023 Budget. The purchase price of the property is \$1,842,750 and there is sufficient funding in the Project's Fiscal Year 2023 budget to encumber this purchase. The Project is funded by Water Utility Enterprise Fund (Fund 61).

CEQA:

The FOCPP was determined to be exempt from CEQA review pursuant to the statutory exemption for specific actions necessary to prevent or mitigate an emergency under CEQA Guidelines §15269(c) and Public Resources Code §21080(b)(4). Valley Water filed a Notice of Exemption for FOCPP with Santa Clara County Clerk-Recorder Office on June 29, 2020. This acquisition is considered part of the CCFMMP, which is included in the FOCPP and continues to be exempt from CEQA pursuant to the above-cited provisions.

ATTACHMENTS:

Attachment 1: Right of Way Agreement
Attachment 2: Grant Deed No. 4021-287
Attachment 3: Conditional Entitlement Letter

UNCLASSIFIED MANAGER:

Bhavani Yerrapotu, 408-630-2735



RIGHT OF WAY AGREEMENT

FC 121 (12-03-14)

Project: Coyote Creek Flood Protection Project

Edward G Ruder and Elizabeth M
Ruder

Grantor:

Real Estate File No.: 4021-287

Project/Charge No.: 91864007

This is an agreement between the SANTA CLARA VALLEY WATER DISTRICT, hereinafter referred to as "District," and EDWARD G RUDER AND ELIZABETH M RUDER, HUSBAND AND WIFE, hereinafter referred to as "Grantor" (whether singular or plural). It is agreed between the parties hereto as follows:

1. WHOLE AGREEMENT

This constitutes the entire agreement of the parties. The performance of this agreement constitutes the entire consideration of the property or interest described in said document (hereinafter called "the property") and shall constitute the entire payment of all claims including all interest and damages including severance.

2. DELIVERY OF DOCUMENT

Deed Document No. 4021-287, in the form of a Grant Deed covering the property particularly described therein has been executed and delivered by Grantor to Bill Magleby, Senior Real Estate Agent for District for the purpose of conveying said property to District.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- A. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the District of all further obligation or claims on this account, or on account of the location or construction of the proposed public improvement.
- B. District requires property interests described in Deed Document No. 4021-290 for District purposes, a public use for which District has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and District is compelled to acquire the property.

Both Grantor and District recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensations set forth herein for the property is in compromise and settlement, in lieu of such litigation.

3. PURCHASE AND TITLE

District shall pay Grantor the sum of ONE MILLION EIGHT HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$1,842,750.00) for the property conveyed by the above document when title thereto vests in District free and clear of all liens, encumbrances, taxes, assessment and leases (recorded and/or unrecorded), except:

- A. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow.
- B. Covenants, conditions, restrictions, and reservations of record, or contained in the above referenced deed.
- C. Easements or rights of way over said land for public or quasi public utility or public street purposes, if any.

District shall also pay all costs of escrow and recording fees incurred in this transaction including documentary stamp tax, if required by law, and title insurance policy expenses.

4. RELOCATION ASSISTANCE

District and Grantor agree that the payment of ONE MILLION EIGHT HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$1,842,750.00) includes real property compensation in the amount of \$1,430,000.00, and full compensation for a Price Differential Payment or Rental Assistance Payment as Housing of Last Resort under the District's Relocation Assistance Program and applicable federal and state relocation law in the amount of \$412,750.00. Grantor continues to be eligible to make a claim for all other actual, reasonable, and necessary Relocation Assistance Payments under applicable federal and state relocation law and the District's Relocation Assistance Program if Grantor purchases or rents and occupies a Decent, Safe, and Sanitary replacement dwelling on or before one calendar year after the conveyance of the Property to the District and provides the required documentation to support claims for the following expenses:

- A. Moving Costs to move personal property from the property.
- B. Incidental Expense Payments to purchase a comparable replacement property that costs \$1,842,750.00 or less.
- C. Mortgage Interest Differential Payment to replace the current loan for a comparable replacement property that costs \$1,842,750.00 or less, and
- D. Such other relocation benefits to which the Grantor may be entitled.

5. PRORATION OF TAXES

In the event that the District acquires fee title under the terms of this agreement, taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 5086 as of the date of recordation of the deed conveying title to the District.

District shall have the authority to deduct and pay from the amount shown in clause 3, above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

6. PAYMENT OF MORTGAGE OR DEED OF TRUST

Any and all moneys due under this agreement shall, upon demand, be made payable to the beneficiary or mortgagee entitled thereto under any trust deed or mortgage upon the property up to and including the total amount of any unpaid indebtedness secured by such trust deed or mortgage.

7. LEASE WARRANTY

Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and Grantor further agrees to hold District harmless and reimburse District for any and all losses and expenses occasioned to District by reason of any tenancy of the property held by any tenant of Grantor for any period exceeding one month.

8. DISMISSAL OF EMINENT DOMAIN

Grantor consents to the dismissal as to the property of any eminent domain action by District wherein the property is included and also waives any and all claims to any money that may now be on deposit in that action. This agreement is full consideration for all claims of damage that may have arisen by reason of any such eminent domain action and/or the public project for which this property is acquired.

9. POSSESSION

Grantor shall have the right to retain possession of the property up to and including the date of recording of the deed conveying title to the property acquired herein to District upon compliance by Grantor with the conditions of this agreement.

10. ESCROW

This transaction will be handled through an escrow with:

Old Republic Title Company, escrow No. 0616019386-IM

Grantor and District agree that escrow will close and the deed record on a date selected by Grantor but no later than December 31, 2022.

11. ITEMS INCLUDED IN SALE

All existing fixtures and fittings that are attached to the property are included in the purchase price and shall be transferred free of liens and without seller warranty. Items to be transferred shall include, but not be limited to, any and all existing electrical, mechanical, lighting, plumbing and heat fixtures, built-in appliances, window and door

screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes and related equipment, telephone wiring, air conditioning systems, garage door openers and remote controls, attached fireplace equipment, mailbox, in-ground landscaping, including trees and shrubs, water softeners, water purifiers, and security systems and alarms.

12. CONTAMINATION

The acquisition price of the property being acquired stated herein above reflects the fair-market value of the property without the presence of contamination. If the property is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal, State or local law, the District's estimated costs of remediation will be withheld from the purchase price in escrow until said remediation is complete to the satisfaction of the appropriate regulatory agency and the District. Grantor may elect to remediate any such contamination to the satisfaction of the appropriate regulatory agency at Grantor's sole expense. In such case, Grantor and District agree that escrow will close only after said clearance is delivered to District.

District has executed this agreement as of: **09/27/2022**

SANTA CLARA VALLEY WATER DISTRICT

By

Rick L. Callender, Esq.
Chief Executive Officer

ATTEST: MAX OVERLAND

Acting, Clerk of the Board

Grantor has executed this agreement as of:

August 31, 2022

GRANTOR



Edward G. Ruder



Elizabeth M. Ruder

Address:

150 Arroyo Way
San Jose, CA 95112

Recommended for Approval:

By

Real Estate Agent

By

Real Estate Services Unit Manager

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-29-026

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

Name, Title

DOCUMENT NO.: 4021-287


GRANT DEED

EDWARD G RUDER AND ELIZABETH M RUDER, husband and wife, 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 City of San Jose, County of Santa Clara, State of California, described as:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated this 31st day of August, 2022


Edward G Ruder


Elizabeth M Ruder

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

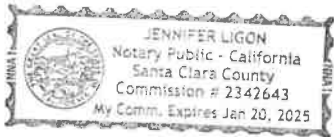
On this 31 day of August, in the year 2022, before me Jennifer Ligon,
Notary Public, personally appeared Edmund G. Rudin and Elizabeth M. Rudin
Name(s) of Signer(s)

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.

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

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

himself himself

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: September 27, , 2022

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 CREEK FLOOD
MANAGEMENT MEASURE
PROJECTS

RESU File No.: 4021-287
By: B. Bains

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, as described in that certain Deed, recorded as Document Number 23900512, filed on April 2, 2018, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

All of the lands described in that certain Deed, recorded as Document Number 23900512, filed on April 2, 2018, in the Office of the Recorder, County of Santa Clara, State of California

Containing 18,439 square feet of land, more or less.

SURVEYOR'S STATEMENT:

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


Jessica DeMartini, PLS 9095

7/5/22
Date





RUDER
APN 467-29-026
DOC. 23900512

AREA = 18,439 SQ.FT.±



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

SCALE: 1" = 60'

RESU FILE NO.	4021-287
APN	467-29-026
TITLE REPORT NO.	616019386
DRAWN	B. BAINS

SHEET 1 OF 1

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August 4 2022

Edward Ruder and Elizabeth Ruder
150 Arroyo Way
San Jose, CA 95112

Re: Conditional Entitlement Letter
Santa Clara Valley Water District – Coyote Creek Flood Management Measures Project
Affected Property: 150 Arroyo Way, San Jose, CA
APN: 467-29-026

Dear Mr. And Mrs. Ruder:

Previously, the Santa Clara Valley Water District (Valley Water) notified you of its efforts to acquire the property that you own and occupy at 150 Arroyo Way in San Jose, California. Valley Water also notified you of your eligibility to receive relocation assistance under its Relocation Assistance Program. Valley Water has developed its Relocation Assistance Program to ensure that uniform, fair, and equitable treatment is afforded to all persons displaced from their homes as a result of its actions so that no person shall suffer disproportionate injury as a result of a project created to benefit the public as a whole.

Based upon the information provided to Valley Water and its relocation consultant, Associated Right of Way Services, Inc., it has been determined that you have been an occupant of the property noted above for 90 consecutive days or more immediately preceding the date Valley Water initiated negotiations with you. Therefore, you are eligible to receive assistance in accordance with the following laws and regulations governing relocation assistance:

Law: California Government Code §7260 et seq.

Regulations: California Code of Regulations, Title 25, Chapter 6

Your Relocation Advisor, Ms. Emily Plurkowski of Associated Right of Way Services, Inc., is available to explain these benefits to you if you have any questions. A more detailed description of this assistance is available in the enclosed Relocation Assistance Handbook. In general, these benefits include the following:

- I. **Relocation Advisory Services.** Your Relocation Advisor, Ms. Plurkowski, will help you find comparable replacement housing in the area. She will also help you file claims for payment with Valley Water and will deliver all necessary notices.

Your Relocation Advisor will identify comparable replacement dwellings within your financial means that are available to you and will provide assistance in obtaining comparable housing of your choice, including assistance in the referral of complaints of discrimination to the appropriate Federal, State, or local fair housing enforcement agency. Please continue to

communicate with Ms. Plurkowski and provide her with information as requested so that she can provide you with assistance as needed.

All services will be provided to you in such a way as to ensure that the relocation process does not result in different or separate treatment on account of race, color, religion, national origin, sex, marital status, familial status, or any basis protected by state and federal anti-discrimination laws, or any other arbitrary circumstances.

II. Payment for Moving Expenses. You may choose one of the following options to cover costs related to moving your personal property to a replacement site;

- (A) pay a professional moving company to move your personal property and be reimbursed by Valley Water upon completion,
- (B) receive a fixed moving expense and dislocation allowance of \$2,690 to move eight (8) rooms worth of items if you choose to move your own personal property, or
- (C) choose a combination of the two moving options, depending upon your circumstances.

You may also be eligible for certain storage costs for up to 12 months. More detail on what is covered under Moving Expenses can be found in the enclosed Relocation Assistance Handbook.

III. Replacement Housing Payment. Since you have occupied the property as your primary residence for at least 90 days immediately prior to the initiation of negotiations, you are eligible to receive a replacement housing payment to help you rent or purchase a replacement dwelling. The payment will be based on the cost of a comparable replacement dwelling that has been determined, as well as the actual cost you pay to acquire a new permanent dwelling.

Valley Water has determined that you are eligible to receive assistance under the Last Resort Housing Program so that the cost to purchase a comparable house is affordable to you. Valley Water recently approved a Last Resort Housing Plan to support your household's effort to relocate. Under this Plan, you may choose one of two options for your Replacement Housing Payment. It is important that you understand the options presented here. Please meet with your Relocation Advisor and your attorney to ensure that you have an opportunity to understand the Relocation Assistance Program and the options presented to you before making any decisions.

A. Option 1: Traditional Price Differential Payment

Comparable Replacement Dwelling. Valley Water will assist you with purchasing a comparable home that is Decent, Safe, and Sanitary¹. Valley Water has determined that a comparable replacement dwelling would be \$1,625,000. This determination was based upon a review of comparable replacement housing in the community including the property listed at 1021 Curtner Avenue in San Jose. This property is a 1,261 square foot single family residence with 3 bedrooms and 2 bathrooms situated on an 8,280 square foot lot. Given the current housing

¹ State regulations define Decent, Safe, and Sanitary as housing that is sound, weather tight condition, and in good repair. It is housing that meets local occupancy codes, safe electrical wiring system for lighting and other devices; contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees). Please speak with your Relocation Advisor.

market, this property may no longer be available for sale. However, Valley Water will continue to provide referrals to you for similar properties for sale at \$1,625,000 or less and will adjust its determination of the cost of most comparable replacement dwelling if such an adjustment is warranted.

Valley Water has offered to purchase your property for \$1,430,000. In order to receive the maximum Price Differential Payment of \$195,000, you would need to purchase a home for \$1,625,000 or greater. Your maximum Price Differential Payment under this option is shown below.

Option 1: Traditional Price Differential Payment	
List Price of Most Comparable Replacement Property	\$1,625,000
Minus Valley Water's Offer to Purchase Current Home	<u>(\$1,430,000)</u>
Maximum Price Differential Payment	\$195,000

Under Option 1, you could claim payment for the following under the Relocation Assistance Program if you purchase and occupy a replacement property within 12 months of the date you receive just compensation for your current property or the date you vacate your current home (whichever is later).

- Valley Water would deposit a Price Differential Payment into the escrow for your replacement home based on the calculations shown in the above Traditional Price Differential Payment. If you purchase a replacement property that costs less than \$1,625,000 or if Valley Water pays more than \$1,430,000 for your current home, your Price Differential Payment would be adjusted to reflect the difference between the cost of your replacement property and the amount Valley Water pays you for your current property.
- Valley Water would reimburse you for non-recurring closing costs to support your purchase of a comparable replacement property valued at \$1,625,000 or less.
- Valley Water would assess increased mortgage costs owed to you for a reasonable replacement loan.

You would need to fully document your claims. This includes submitting documentation related to your replacement home purchase, certified copies of your closing statement, a copy of a professional Home Inspection Report, and cooperation with Valley Water to allow an inspection of your replacement property to ensure it meets Decent, Safe, and Sanitary standards. Your Relocation Advisor will work with you to help secure the necessary documentation to support your claims.

B. Option 2: Settlement Agreement under Housing of Last Resort

Comparable Replacement Dwelling. Valley Water has considered the current housing market and the fact that homes are selling for above list price. As a result, Valley Water proposes to adjust its determination of the cost of a comparable, Decent, Safe, and Sanitary replacement home. Under this option, Valley Water would adjust the cost of a comparable by 113.4%.

Under this option, Valley Water would adjust the list price of the most comparable property at 1021 Curtner Avenue in San Jose by 113.4% resulting in an anticipated sale price of \$1,842,750. This property is a 1,261 square foot single family residence with 3 bedrooms and 2 bathrooms situated on an 8,280 square foot lot. Given the current housing market, this property may no longer be available for sale. Valley Water can provide referrals to other comparable properties listed for \$1,842,750 or less upon request.

Under this option, Valley Water would enter into a settlement agreement with you for \$1,842,750. This settlement would include the following:

- The purchase of your current property
- Any Price Differential Payment you would receive under the Relocation Assistance Program

The settlement would not include the following, and therefore, you could claim these costs under the Relocation Assistance Program if you purchase and occupy a replacement property within 12 months of the date you receive just compensation for your current property.

- Reimbursement for non-recurring closing costs to support your purchase of a comparable replacement property valued at \$1,842,750 or less.
- Payment of increased mortgage costs for a reasonable replacement loan.

You would need to fully document your request for non-recurring closing costs and increased mortgage costs. This includes submitting documentation related to your replacement home purchase, certified copies of your closing statement, a copy of a professional Home Inspection Report, and cooperation with Valley Water to allow an inspection of your replacement property to ensure it meets Decent, Safe, and Sanitary standards.

Payment of Claims. You must move into a replacement rental dwelling within one year of the date you vacate the home acquired by Valley Water. You must file all claims for payment within 18 months of the date you vacate. Your Relocation Advisor can help you to prepare all claims under the Relocation Program. You should submit all signed and documented claims to your Relocation Advisor for processing. Please note that it typically takes three weeks to receive payment for a claim once all documentation has been submitted and approved.

IV. **Your Right to Appeal.** If you do not agree with a decision made by Valley Water related to the Relocation Assistance Program, you may appeal the decision. All appeals must be submitted within 18 months following the date you move from the property you currently occupy. Information on the Appeal Process is available upon request. Please speak with your Relocation Advisor for additional information on the appeal process.

V. **Relocation Payments are Not Considered Income.** 42 U.S.C. 4636 states that payments are not to be considered as income for revenue purposes or for eligibility for assistance under Social Security Act or other Federal Law. No payment received under 49 CFR 24 shall be considered as income for the purposes of title 26, U.S. Code; or for the purposes of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act [42 U.S.C. 301 et seq.] or any other Federal law (except for any Federal law providing low-income housing assistance).

August 4, 2022

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- VI. This is not a notice to vacate. Valley Water intends to continue negotiating with you in good faith. You have at least 90 days from the date of this notice before you would be required to vacate.
- VII. Renting from Valley Water. If you continue to live on the property after Valley Water takes possession, you are required to pay rent. Failure to pay rent can result in eviction. If you receive a Notice to Vacate from Valley Water and it is required to take legal action to move you from the property, Valley Water will seek rent and damages.

Please refer to the enclosed Relocation Assistance Handbook. It explains your rights and some things you must do to obtain relocation payments. Therefore, do not commit yourself to rent or buy a replacement dwelling until you arrange to have the home inspected by your Relocation Advisor. Your Relocation Advisor will be available to assist you in the relocation process and will explain your rights and help you obtain the relocation payments and other assistance for which you are eligible. If you have any questions, please contact your Relocation Advisor, Ms. Plurkowski by phone at (925) 691-2863 or via electronic mail at EPlurkowski@arws.com.

We appreciate your cooperation in this process as Valley Water continues its efforts to improve our community.


Sincerely,

Bill Magleby

Bill Magleby, SR/WA
Senior Real Estate Agent

Enclosures

Cc: Gerry Houlihan, Matteoni O'Laughlin & Hechtman
Emily Plurkowski, AR/WS, Inc.

Certification of Delivery	
This Notice and enclosures were sent to the business owner via USPS First Class and Certified Mail Return Receipt Requested.	
 Signature	<u>8/4/2022</u> Date

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Santa Clara Valley Water District

File No.: 22-1071

Agenda Date: 9/27/2022
Item No.: *9.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

CEO and Chiefs' Report.

ATTACHMENTS:

- *Handout 9.1-A: Government Relations Activities
- *Handout 9.1-B: Civic Engagement Monthly Update
- *Handout 9.1-C: Watersheds O&M Report

File No.: 22-1071

Agenda Date: 9/27/2022
Item No.: *9.1.

SUMMARY FOR SEPTEMBER 2022

Office of Government Relations Activities



FEDERAL ADVOCACY EFFORTS

Valley Water Returns to Washington, D.C. to Advocate for Funding Priorities

For the first time since the onset of the Covid-19 pandemic, Valley Water executive staff returned to Washington, D.C., September 19–21 to advocate for the agency's projects and federal funding priorities. The group met in person with several congressional offices and agency staff, including Members of the Santa Clara County congressional delegation, the offices of Senators Feinstein and Padilla, key committees, and the Bureau of Reclamation. Staff advocated for drought funding and for passage of important legislation, such as the Water Resources Development Act. Staff will continue to advocate for these priorities through the end of the 117th Congress and into the 118th.

STATE ADVOCACY EFFORTS

State Legislative Session Ends

In the early morning hours of September 1, the Legislature adjourned the 2021–2022 Legislative Session and sent nearly 1,000 bills to the Governor for his action by September 30. Among those bills are key pieces of legislation implementing the State Budget Climate Resilience Package, accelerating the use of renewable energy by the State Water Project, reforming Brown Act teleconferencing rules, establishing a statewide water rate assistance program, creating "CARE Courts" to connect unhoused people experiencing severe mental illness to services, and exempting turf replacement incentives from the state income tax. Staff have communicated Valley Water positions to the Governor's Office, are monitoring the Governor's actions, and will update operations staff on any enacted state laws impacting Valley Water's water supply, flood protection, and environmental stewardship efforts.

Climate Resilience Budget Package

When the Legislature and Governor Newsom came to an agreement on the State Budget in June, they left undone the FY 2022–23 Climate Resilience Package, which ultimately was adopted through legislation signed by the Governor on September 6. The Package includes \$203 million for the State Coastal Conservancy to address sea level rise through various programs, \$100 million for recycled water projects and \$44 million for water rights modernization to the State Water Resources Control Board (SWRCB), and approximately \$265 million for the Department of Water Resources (DWR) for various drought response and Sustainable Groundwater Management Act implementation programs. The State Budget

also included non-binding language outlining appropriations in FY 2023–24 State Budget, including \$100 million for a new dam safety program at DWR and \$210 million for recycled water direct potable reuse grant program at the SWRCB. Staff will closely monitor administration actions related to program development and grant solicitations and will work with Valley Water project teams to apply for funding for Valley Water program and capital project priorities.

LOCAL ADVOCACY AND ENGAGEMENT EFFORTS



August 25: Director LeZotte and Valley Water staff at San Jose Chamber BBQ.

40th Annual San Jose Chamber of Commerce BBQ @ San Jose Giants Game

On August 25, Valley Water hosted a table at the San Jose Chamber of Commerce's annual mixer. This event celebrated San Jose's reopening and the resiliency of entrepreneurs and our local businesses. Directors Linda LeZotte, Tony Estremera, and Richard Santos attended the San Jose Chamber of Commerce mixer, which was also attended by other local officials and members of the business community. Participants who visited the booth spun the water wheel for water trivia, prizes, and were provided resources and information on Valley Water's programs while learning about water and water conservation.

2022 Water Summit

On August 26, Valley Water convened a diverse cross-section of elected officials, business leaders, agricultural leaders, and environmental advocates from throughout Silicon Valley at the 2022 Water Summit to discuss our current water supply challenges and how we can partner together to address the drought and worsening climate change impacts. At the Water Summit, Valley Water subject matter experts presented on drought challenges due to climate change, actions taken in response to the drought, and strategies for a sustainable water supply into the future, as well as shared information on water conservation rebates and resources with our stakeholders that can be used to lead our communities through the ongoing drought emergency.

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August 28: Valley Water staff engaging with Pride festival participants.

Silicon Valley PRIDE Parade and Festival

On August 27–28, Valley Water staff hosted a booth at the Silicon Valley PRIDE Parade and Festival. Valley Water Pride ERG members also participated in the parade that marched through the streets of downtown San Jose. Staff members engaged the public with water trivia through use of the popular water wheel, and handed out resources and information on water conservation, drought resilient landscape, rebates, and Valley Water's Shopping Cart.



September 2: San Jose Councilmember Cohen and former State Senator Beall tours the SVAWPC in Alviso.

Tour of Silicon Valley Advanced Water Purification Center for San Jose Councilmember David Cohen

On September 2, the Office of Civic Engagement and the Office of Government Relations jointly coordinated a private tour of the Silicon Valley Advanced Water Purification Center for San Jose Councilmember David Cohen. Also in attendance were members of the Councilmember's District staff, as well as former State Senator Jim Beall and City of San Jose Environmental Services Department Director Kerrie Romanow. Valley Water subject matter experts fielded questions from Councilmember Cohen and his team, and provided in-depth, technical background on the facility and technologies utilized at the SVAWPC. The Councilmember's staff also expressed interest in assisting with outreach opportunities for the Purified Water Project and helping promote tours and other relevant information with their constituencies. The tour was well-received, and attendees thanked Valley Water staff for facilitating a very informative experience.

Santos Family 16th Annual Car Show

On September 3, Valley Water hosted a table at the 16th Annual Santos Family Car Show in Alviso. Staff interacted with community members and provided information about Valley Water programs and projects, as well as best practices for water conservation during the severe drought. Thank you, Director Santos, for hosting a successful community event that allows Valley Water to spread our messages face-to-face with the public.



September 8: Chair Pro Tem Varela speaking in the Morgan Hill Chamber of Commerce Economic Development Meeting.

Morgan Hill Chamber of Commerce Economic Development Meeting

On September 8, staff provided support to Chair Pro Tem Varela at the Morgan Hill Chamber of Commerce Economic Development meeting. Chair Pro Tem Varela provided quick updates of the Upper Llagas Flood Protection Project, and discussed water supply in South County, the current drought, and how the federal government released emergency water supply for drinking. He ended by letting the members know that Valley Water is always happy to give presentations regarding water.

Office of Emergency Management Emergency Preparedness Resource Fair

On September 10, Valley Water hosted a table and participated in the Office of Emergency Management Emergency Preparedness Resource Fair. The fair was a whole community approach to emergency management. Valley Water staff handed out emergency kits, as well as pamphlets and literature on flood preparedness.

RECENT EVENTS

SEP 10-11 Mountain View Chamber Art and Wine (Booth)

UPCOMING EVENTS

SEP 17 Assembly member Karla's Veggie Fest (Booth)
SEP 25 Friends of Stevens Creek Trail Trailblazer Run (Booth)
OCT 01 Fall Festival at Martial Cottle Park (Booth)
OCT 08 Pumpkins in the Park 2022 (Booth)
Diwali Festival of Lights (Booth)

Federal Legislation Active in September 2022 with Board-Approved Positions

Bill (Author)	Subject	Position	Status
S. 91 (Sinema) H.R. 535 (Garamendi)	Special Districts Provide Essential Services Act of 2021	Support and Amend	Introduced
H.R. 610 (Speier)	San Francisco Bay Restoration Act	Support	Incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
H.R. 1015 (Napolitano)	Water Recycling Improvement and Investment Act	Support	Incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
H.R. 737 (Valadao)	Responsible, No-Cost Extension of Western Water Infrastructure Improvements for the Nation (RENEW WIIN) Act	Support	Introduced
H.R. 848 (Thompson)	Growing Renewable Energy and Efficiency Now (GREEN) Act of 2021	Support and Amend	Introduced
H.R. 866 (Calvert)	Federal Integrated Species Health (FISH) Act	Support	Introduced
H.R. 644 (Calvert)	Reducing Environmental Barriers to Unified Infrastructure and Land Development Act	Support	Introduced
S. 101 (Markey)	Environmental Justice Mapping and Data Collection Act of 2021	Support	Introduced
H.R. 1319 (Yarmuth)	American Rescue Plan Act	Support and Amend	Became Public Law 117-2
H.R. 3684 (DeFazio)	Infrastructure Investment and Jobs Act	Support and Amend	Became Public Law 117-58
S. 4231 (Feinstein)	Support To Rehydrate the Environment, Agriculture, and Municipalities (STREAM) Act	Support and Amend	Introduced
S. 1179 (Feinstein) H.R. 2552 (Costa)	Canal Conveyance Capacity Restoration Act	Support	Introduced
S. 914 (Duckworth)	Drinking Water and Wastewater Infrastructure Act of 2021	Support and Amend	Incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
H.R. 1915 (DeFazio)	Water Quality Protection and Job Creation Act of 2021	Support	Pieces incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
H.R. 1848 (Pallone)	Leading Infrastructure for Tomorrow's America (LIFT America) Act	Support	Pieces incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
H.R. 3404 (Huffman)	Furthering Underutilized Technologies and Unleashing Responsible Expenditures for Western Water Infrastructure and Drought Resiliency Act (FUTURE Western Water Infrastructure and Drought Resiliency Act)	Support and Amend	Pieces incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58

Bill (Author)	Subject	Position	Status
H.R. 3293 (Blunt Rochester)	Low-Income Water Customer Assistance Programs Act of 2021	Support and Amend	Introduced
H.R. 1512 (Pallone)	Climate Leadership and Environmental Action for our Nation's Future Act (CLEAN Future Act)	Support	Introduced
H.R. 2337 (Neal)	Public Servants Protection and Fairness Act of 2021	Support	Introduced
S. 2185 (Barrasso)	Western Water Infrastructure Act of 2021	Support and Amend	Introduced
S. 872 (Duckworth)	Environmental Justice for All Act	Support	Introduced
S. 2334 (Cortez Masto)	Large Scale Water Recycling Project and Drought Resiliency Investment Act	Support and Amend	Pieces incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
S. 2377 (Manchin)	Energy Infrastructure Act	Support and Amend	Incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
S. 2454 (Padilla)	Water Reuse and Resiliency Act of 2021	Support	Pieces incorporated into Infrastructure Investment and Jobs Act (H.R. 3684), which became Public Law 117-58
H.R. 4375 (Kuster) S. 2356 (Feinstein)	Twenty-First Century Dams Act	Support and Amend	Introduced
H.R. 2197 (Cicilline) S. 939 (Whitehouse)	Innovative Materials for America's Growth and Infrastructure Newly Expanded (IMAGINE) Act	Support and Amend	Introduced
H.R. 3701 (Delgado)	Protecting Infrastructure and Promoting the Economy (PIPE) Act	Support and Amend	Introduced
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	Support	Introduced
H.R. 2895 (Peters) S. 1499 (Warner)	Reinventing Economic Partnerships and Infrastructure Redevelopment (REPAIR) Act	Support	Introduced
H.R. 3282 (McKinley)	Drinking Water Funding for the Future Act of 2021	Support	Introduced
H.R. 3228 (Velazquez)	National Coastal Resilience Data and Services Act	Support	Introduced
H.R. 4647 (Huffman)	Water Conservation Rebate Tax Parity Act	Support	Incorporated into the Build Back Better Act (H.R. 5376), which passed the House in Nov. 2021
H.R. 4712 (Levin)	Desalination Development Act	Support and Amend	Introduced
H.R. 4915 (McClintock)	Water Supply Permitting Coordination Act	Support	Introduced
H.R. 4235 (Pallone)	Living Shorelines Act	Support and Amend	Introduced
H.R. 4413 (DeLauro)	National Infrastructure Development Bank Act	Support	Introduced
H.R. 5716 (Harder)	Securing Access for the central Valley and Enhancing Water Resources (SAVE Water Resources) Act	Support and Amend	Introduced

Bill (Author)	Subject	Position	Status
H.R. 5781 (Lofgren)	National Wildland Fire Risk Reduction Program Act	Support	Introduced
S. 3282 (Kelly) H.R. 6088 (Gallego)	Water Infrastructure Modernization Act of 2021	Support and Amend	Introduced
S. 3624 (Carper)	Water Resources Development Act of 2022	Support	Introduced
S. 4136 (Carper) H.R. 7776 (DeFazio)	Environmental Justice for All Act	Support	Introduced
S. 4279 (Padilla) H.R. 7847 (McNerney)	Water Efficiency, Conservation, and Sustainability Act of 2022	Support	Introduced
H.R. 3112 (McNerney)	Western Water Recycling and Drought Relief Act of 2021	Support and Amend	Introduced
H.R. 1352 (Lawrence) S. 916 (Sanders)	Water Affordability, Transparency, Equity, and Reliability Act of 2021	Support	Introduced
S. 4494 (Cortez Masto) H.R. 8434 (S. Lee)	Facilitating Large-Scale Water Recycling and Reuse Projects Act	Support	Introduced
H.R. 8300 (Blumenauer)	Empowering Resilient Local Communities Act	Support	Introduced

State Legislation Active in September 2022 with Board-Approved Positions

Bill (Author)	Subject	Position	Status
AB 1817 (Ting)	Prohibiting Textile Articles with PFAS	Support	Pending – Governor’s Action
AB 2106 (R. Rivas)	Water Quality Permits	Support	Pending – Governor’s Action
AB 2142 (Gabriel)	Income Tax Exemption for Turf Replacement Rebate	Support	Pending – Governor’s Action
AB 2208 (Kalra)	Prohibiting Sale of Fluorescent Lamps	Support	Pending – Governor’s Action
AB 2247 (Bloom)	PFAS Products Reporting	Support	Pending – Governor’s Action
AB 2362 (Mullin)	Water Quality Control Plans Streamlining	Support	Failed – Senate Floor – Inactive File
AB 2449 (Rubio)	Open Meetings Teleconferences	Support	Signed by the Governor

Bill (Author)	Subject	Position	Status
AB 2771 (Friedman)	Cosmetic Products Safety	Support	Pending – Governor’s Action
AB 2789 (Mullin)	Open Space Design-Build and Best Value Contracting	Support	Signed by the Governor
AB 2895 (Arambula)	Water Rights Process for Temporary Water Transfers	Oppose Unless Amended	Pending – Governor’s Action
SB 852 (Dodd)	Climate Resilience Districts Funding Mechanisms	Neutral	Signed by the Governor
SB 991 (Newman)	Progressive Design-Build Contracts	Support	Signed by the Governor
SB 1205 (Allen)	State Water Board Water Rights Appropriation	Support	Pending – Governor’s Action
SB 1469 (Bradford)	Water Corporations Rates Decoupling	Support	Pending – Governor’s Action

AUGUST 2022

Office of Civic Engagement Monthly Update



YOUTH COMMISSION

The Youth Commission held its first meeting of the school year on August 24. This meeting was also the first official in-person meeting since February 2020. All 12 new commissioners took the Oath of Office and were sworn in that evening. The commissioners also re-elected Anika Kulkarni as the Chair of the commission and elected Vaibhavi Kulkarni as the Vice Chair. The new and returning commissioners met the Valley Water staff who support the commission and received brief introductions to the various working groups.



The Youth Commission meets in person for the first time in over two years.

CREEK STEWARDSHIP

ADOPT-A-CREEK CLEANUP NUMBERS					
DATE	PARTNER	CREEK	# of VOLUNTEERS	# of MILES CLEANED	LBS of TRASH & RECYCLABLES
8/6	Marion Farber	Guadalupe Creek	9	0.25	610
8/7	BSA Troop 408	Calabazas Creek	8	0.5	30
8/21	Marion Farber	Guadalupe Creek	4	0.25	200
8/23	Marion Farber	Guadalupe Creek	2	0.25	100
8/26	Valley Water Interns	Valley Water HQ	17	0.25	30
TOTALS			40	1.50	970

Summer Intern Friday Learning Cleanup: In August, the Creek Stewardship Program hosted a Friday Learning Event for Valley Water Interns. A total of 16 interns attended the event. Staff led a presentation that covered the Adopt-A-Creek Program, National River Cleanup Day, and Coastal Cleanup Day. After the presentation, staff and interns collected 30 pounds of trash during a short 30-minute campus cleanup focused on the Headquarters and Administration parking lots.



Valley Water interns enjoy their ice cream bars and popsicles after completing a campus cleanup at Valley Water Headquarters.

SAFE, CLEAN WATER GRANTS AND PARTNERSHIPS

Silicon Valley Bicycle Coalition (SVBC)-Ride Out the Drought Project: Valley Water awarded SVBC a partnership grant to engage the community through riding their bikes during a month-long campaign to show the impacts of the drought throughout Santa Clara County. The bike routes will go past different Valley Water project sites, facilities, and infrastructure to educate and engage riders on the severity of the drought conditions, Valley Water's efforts to address it, and actions that individuals can take to curb their water use. The project will kick off with an in-person event on Saturday, October 15 at the Silicon Valley Advanced Water Purification Center, and will include participation prizes and a bike giveaway component administered by a local cycling non-profit.



EDUCATION OUTREACH

In August, the Education Outreach team (EO) supported four educators and reached 140 students through four in-person presentations. EO presented water conservation and drought awareness messaging to students at three preschools and one library story time program. The EO team also conducted a virtual presentation to the Valley Water Landscape Committee, which included an overview of the Education Outreach Program and explained how it incorporates water conservation and drought awareness messaging into all its presentations.

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EDUCATION OUTREACH PRESENTATION NUMBERS			
MONTH	STUDENTS & EDUCATORS	PUBLIC ATTENDEES	YEAR TO DATE
July	540	47	587
August	144	26	170
TOTAL	684	73	757

FY23 Goal: Reach at least 10,000 students and 500 members of the public.

WATER SUPPLY OUTREACH

In August, the Water Supply Outreach team hosted three tours of the Silicon Valley Advanced Water Purification (SVAWPC), one of which was an in-person tour with former California State Senator Jim Beall. The team also reinstated a former library partnership with the City of Mountain View to host a virtual tour of the SVAWPC.

WATER SUPPLY OUTREACH TOUR NUMBERS		
DATE	WATER INFRASTRUCTURE AND PURIFICATION CENTER TOURS	FY 23 TOTAL ATTENDEES
July		79
August 18	San Jose Public Library	8
August 24	Mountain View Public Library	14
August 25	Private on-site tour State Senator Jim Beall	1
August Total		23
TOTAL (Current for FY 2023)		102

FY23 Goal: Conduct public/private tours of the SVAWPC in any of our tour formats (live, virtual or self-guided) for at least 1,000 attendees.



Former State Senator Jim Beall gets an up-close look at a reverse osmosis membrane filter during a tour of the Silicon Valley Advanced Water Purification Center.

VOLUNTEER PROGRAM

In August, Water Ambassador Swanee Edwards authored an article published in "The Breeze", a magazine distributed by the Woodland Estates, a mobile home park in Morgan Hill composed of over 250 homes. In the article, Edwards addressed the effects of the deepening drought and reported on the progress of water-saving projects at Woodland Estates. Edwards has been leading the effort to install water submeters at Woodland Estates. She is excited that this project will allow neighbors to pay for their water usage individually and will instantly alert residents of any potential water leaks.

COMMUNITY RATING SYSTEM

As Santa Clara County's lead flood protection agency, Valley Water helps educate the community about their flood risk and how to prepare for potential flooding. In August, Valley Water met with the Department of Water Resources to discuss the upcoming flood season. The theme for this year's California Flood Preparedness Week on October 22-29 encompasses climate extremes and general preparedness with the tagline "Be Aware. Be Prepared. Take Action."

The Community Rating System staff continued collaborating with other units to launch Valley Water's flood-preparedness outreach campaign, mailers, collateral, webpage, and booth giveaways. Residents can contact CRS@valleywater.org for a free emergency starter kit (while supplies last).



Be Aware. Be Prepared. Take Action. Put your 3-day emergency kit together—contact CRS@valleywater.org for a free starter kit.

UPCOMING EVENTS

- OCT 05** **Education Outreach** Drought Awareness at Viva Escuela event at Cherrywood Elementary
- OCT 06** **Education Outreach** "Mapping Landforms" presentation at Garden Gate Elementary
- OCT 07** **SVAWPC Tours** Public In-Person Tour
- OCT 11** **Education Outreach** "H2O On The Go" presentation at Live Oak High School
- OCT 15** **Education Outreach** "Watershed Maps" virtual presentation for Alum Rock Park 150th Anniversary Celebrations
- SVAWPC Tours** Ride Out the Drought participants
- Ride Out the Drought** Kickoff event
- Ride Out the Drought** Month-long campaign, OCT 15-NOV 15
- OCT 17** **Education Outreach** Campbell Homeschool tour at Edith Morley Park Outdoor Classroom
- OCT 19** **Education Outreach** Drought Awareness at Bike Rodeo at Fammatre Elementary
- OCT 20** **Education Outreach** "Three Little Pigs" storytime at Evergreen Branch Library
- SVAWPC Tours** San Jose Public Library
- OCT 22** **SVAWPC Tours** Youth Commission Tour (on-site)
- Youth Commission Retreat**
- California Flood Preparedness Week** OCT 22-29



Watersheds Operations & Maintenance Report

August 13th – September 9th, 2022

Watersheds - Operations and Maintenance Report

August 13th – September 9th, 2022

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.

Considering SMP annual Notice of Proposed Work (NPW1), as of September 9, 2022, complete agency approvals have been received for a total of 200 projects. This project list included: 17 bank stabilizations, 11 sediment removals, 1 animal damage management project, 2 revegetation mitigation projects, 4 invasive plant removal mitigation projects, and 165 vegetation management projects. There are no SMP projects from NPW1 that are requiring further approval.

The third iteration of SMP (SMP3) is currently being developed through scoping with regulatory permitting agencies and manual revisions. The SMP3 team is working closely with VW Legal Council and the Watersheds Stewardship and Planning Division to solidify a Memorandum of Understanding (MOU) with the Valley Habitat Agency (VHA) for inclusion of SMP into the Valley Habitat Plan.

The O&M section of Water Utilities has been working closely with the Raw Water Unit for permitting coverage of operating instream diversions. The team previously submitted revised Lake and Streambed Alteration Agreements (LSAA) for five diversions and two reservoir operations strategies. California Department of Fish and Wildlife (CDFW) expressed on August 30, 2022, that Draft LSAA for Maybury Diversion and Chesbro Reservoir have been submitted to CDFW management for submission back to Valley Water.

Work Status: The following includes select projects and work activities either completed and/or ongoing during this reporting period.



Watersheds Operations & Maintenance Report

August 13th – September 9th, 2022

WORK TYPE	LOCATION	MUNICIPALITY	DISTRICT (DIRECTOR)	STATUS
Sediment removal	Guadalupe River downstream of Highway 101	San Jose	3 (Santos)	Completed 8/17/22
Sediment removal	Guadalupe River upstream of Coleman Avenue	San Jose	2 (Keegan)	Completed 8/29/22 (started 8/18/22)
Bank (levee) protection	Canoas Creek downstream of Nightingale Drive	San Jose	6 (Estremera)	Ongoing; started 6/24/22
Bank (levee) protection	Coyote Creek upstream of McCarthy Boulevard	Milpitas	3 (Santos)	Ongoing; started 6/27/22
Sediment removal	Matadero Creek downstream of Louis Road	Palo Alto	7 (Kremen)	Ongoing; started 7/18/22
Bank protection, sediment removal	Stevens Creek upstream of Middlefield Road	Mountain View	7 (Kremen)	Ongoing; started 8/8/22
Bank (levee) protection	Guadalupe River upstream of Tasman Drive	San Jose	3 (Santos)	Ongoing; started 8/30/22

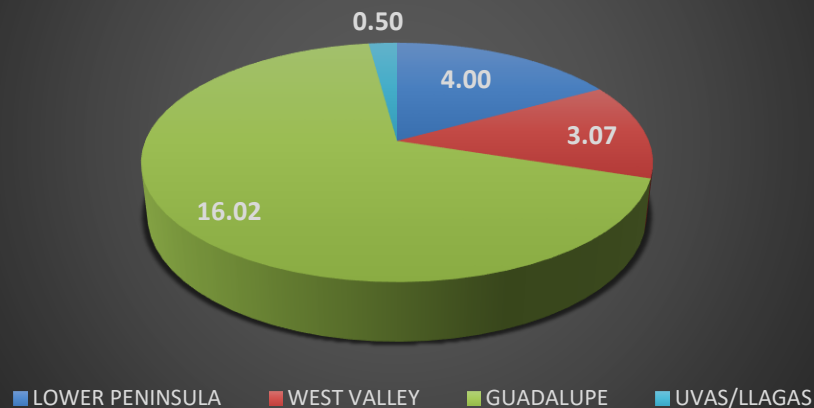


Watersheds Operations & Maintenance Report

August 13th – September 9th, 2022

Safe Clean Water Priority D1: Management of Riparian Planting and Invasive Plant Removal

D1: Management of Riparian Planting and Invasive Plant Removal (23.59 ACRES)



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 August 13 – September 9, 2022

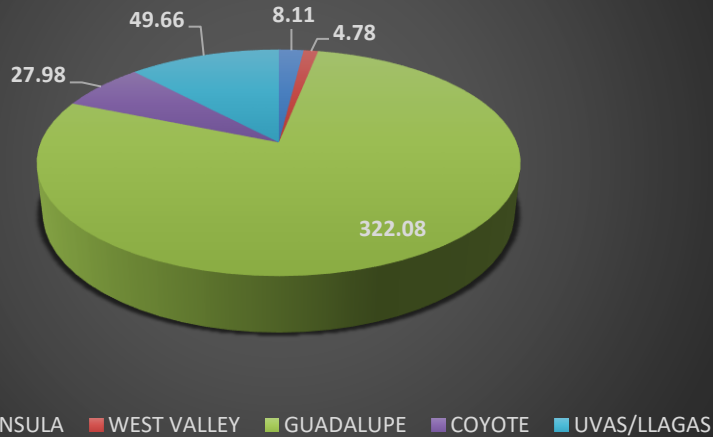


Watersheds Operations & Maintenance Report

August 13th – September 9th, 2022

Safe Clean Water Priority F1: Vegetation Control for Capacity

F1: Vegetation Control for Capacity (412.61 ACRES)

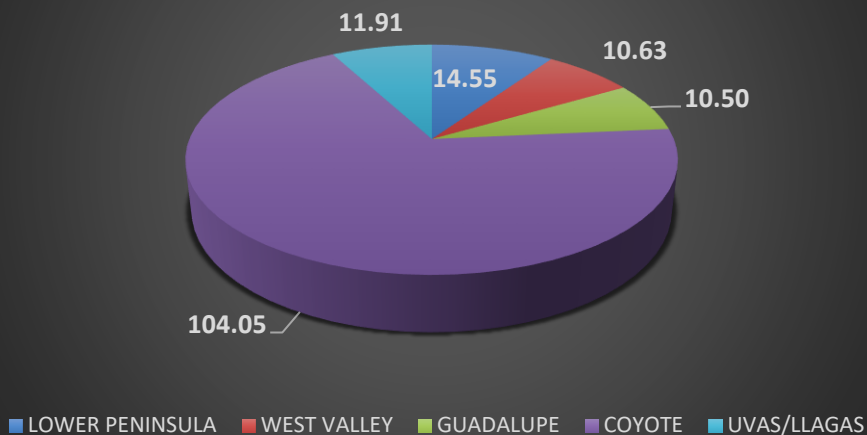


Maintain completed flood protection projects for flow conveyance.

The chart at left shows the work completed between August 13 – September 9, 2022

Safe Clean Water Priority F4: Vegetation Management for Access and Fire Safety

F4: Vegetation Management for Access and Fire Safety (151.64 ACRES)



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 August 13 – September 9, 2022

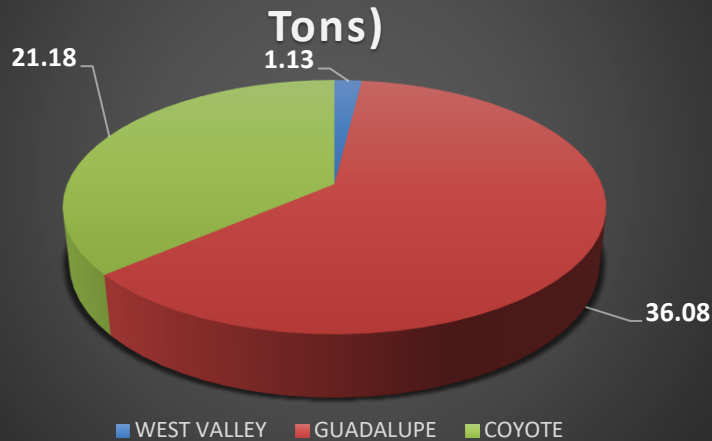


Watersheds Operations & Maintenance Report

August 13th – September 9th, 2022

Safe Clean Water Priority F5: Good Neighbor Program: Encampment Clean Up

F5: Good Neighbor Program: Encampment Clean Up (58.39 Tons)



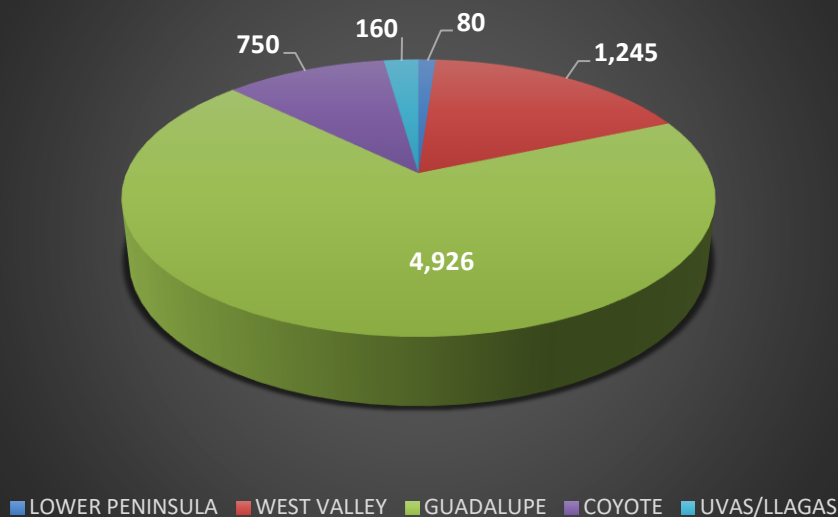
1. Manage 300 acres annually to reduce the amount of trash and pollutants entering streams.

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 August 13 – September 9, 2022

Safe Clean Water Priority F6: Graffiti and Litter Removal and Public Art

F6: Graffiti Removal (7,161 SF)



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 August 13 – September 9, 2022

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 August 13 and September 9, 2022. As information is gathered, some of the data reported here may change.

For questions or further information, please contact Rechelle Blank, Chief Operating Officer Watersheds, at (408) 630-2615.

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