



Santa Clara Valley Water District Board of Directors Meeting

Headquarters Building Boardroom
5700 Almaden Expressway
San Jose, CA 95118

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

Tuesday, March 12, 2019
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

Linda J. LeZotte, Chair, District 4
Nai Hsueh, Vice Chair, District 5
John L. Varela, District 1
Barbara Keegan, District 2
Richard P. Santos, District 3
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 for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to attend Board of Directors' meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

NORMA CAMACHO
Chief Executive Officer

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

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

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**Santa Clara Valley Water District
Board of Directors**

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

***ITEMS AMENDED AND/OR APPENDED SINCE THE ORIGINAL PUBLICATION OF THIS AGENDA
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Tuesday, March 12, 2019

11:00 AM

Headquarters Building Boardroom

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME CERTAIN:

11:00 AM

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

*2.1. Item Removed from Agenda.

*2.2. CLOSED SESSION

19-0287

CONFERENCE WITH LEGAL COUNSEL

Pursuant to Government Code Section 54957(a):

Threat to Public Services or Facilities

1:00 PM

*2.3. District Counsel Report. (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: This item is reserved for persons desiring to address the Board on any matter not on this agenda. Members of the public who wish to address the Board on any item not listed on the agenda should complete a Speaker Card and present it to the Clerk of the Board. The Board Chair will call individuals to the podium in turn. 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.

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

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

- 3.1. Board of Directors' Quarterly Expense Report for the Quarter Ending December 31, 2018.

[19-0182](#)

- Recommendation: A. Review the Board of Directors' Quarterly Expense Report for the Quarter Ending December 31, 2018; and
- B. Approve the report, if the reimbursements comply with Board Policy.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: Quarterly Expense Reports](#)

- 3.2. Notice of Completion of Contract and Acceptance of Work for the [19-0208](#)
Matadero Creek Sediment Removal and Erosion Repair Project from
West Bayshore Roads to Louis Road (Palo Alto); and San Tomas Aquino
Creek Erosion Repair Project, from Virginia Avenue to Smith Creek
confluence (San Jose and Campbell), and from Williams Road to USGS
Gage (San Jose), PMK Contractors, LLC, Project No. 62084001, Task
No. 5188, Contract No. C0642 (Palo Alto, Campbell, and San Jose)
(Districts 2, 4, and 7).

Recommendation: A. Accept the work 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 at the Santa Clara County
Clerk-Recorder.

Manager: Ngoc Nguyen, 408-630-2632

Attachments: [Attachment 1: Notice of Completion of Contract and Acceptance c](#)
[Attachment 2: Construction Contract Acceptance](#)
[Attachment 3: Project Completion Letter](#)
[Attachment 4: PowerPoint](#)
[Attachment 5: Project Delivery Process Chart](#)

- 3.3. Resolution Declaring March 25-31, 2019, as a Week of Public Service in [19-0216](#)
Honor of César Chávez.

Recommendation: A. Recognize and observe March 25-31, 2019, as a week
of public service in honor of César Chávez; and

B. Adopt the resolution DECLARING MARCH 25-31, 2019,
AS A WEEK OF PUBLIC SERVICE IN HONOR OF
CESAR CHAVEZ.

Manager: Norma Camacho, 408-630-2084

Attachments: [Attachment 1: Resolution](#)

- 3.4. Membership Nomination for Committee Appointment to the Agricultural [19-0180](#)
Water Advisory Committee.

Recommendation: Consider nomination for a two-year membership appointment of
Mr. Brent Bonino to the Agricultural Water Advisory Committee.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: Bonino Application](#)
[Attachment 2: SCVWD Resolution No. 15-28](#)

- *3.5. CEO Bulletins for the Weeks of February 22 - 28, and March 1-7, 2019.

[19-0262](#)

Recommendation: Accept the CEO Bulletins.

Manager: Norma Camacho, 408-630-2084

Attachments: [Attachment 1: 022819 CEO Bulletin](#)
[*Attachment 2: 030719 CEO Bulletin](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

- 4.1. Fiscal Year 2020 Board Work Plan Development and Proposed Committee and Working Group Fiscal Year 2020 Assignments.

[19-0167](#)

Recommendation: The Board Policy and Planning Committee recommends that the Board:

- A. Review and approve the draft Goals, Strategies and Focuses for incorporation into the Fiscal Year 2020 Board Work Plan;
- B. Review and approve the proposed committee and working group assignments for Board engagement in its Fiscal Year 2020 Work Plan; and
- C. If Recommendations A and B are approved, direct the Fisheries and Aquatic Habitat Collaborative Effort Ad Hoc Committee and the Diversity and Inclusion Ad Hoc Committee to revise their names and roles and present to the Board for approval.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: PowerPoint](#)

Est. Staff Time: 5 Minutes

- *4.2. Board Committee Reports.
- A. Delta Conveyance Design and Construction Authority Update.
 - B. Delta Conveyance Finance Authority Update
 - *C. Board Policy and Planning Committee Update

[19-0292](#)

Attachments: [*Handout 4.2-A - 022519 BPPC Chair Meeting Summary](#)

- *4.3. Board Policy and Planning Committee Recommendation to Revise the Board Advisory Committees' Agenda Format. [19-0286](#)

Recommendation: Review, provide input and approve the proposed revised Board Advisory Committee agenda format.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: Draft Revised Advisory Committee Agenda](#)
[*Handout 4.3-A, T. Mulvey Comments](#)

Est. Staff Time: 5 Minutes

5. WATER UTILITY ENTERPRISE:

- 5.1. Design-Build Method for the Coyote Pumping Plant Adjustable Speed Drive Replacement Project and Consultant Agreement with Brown and Caldwell, Inc. for the Project's Planning and Preliminary Design Services for a Not-to-Exceed Fee of \$906,705, Project No. 91234002 (Morgan Hill) (District 1). [18-1124](#)

Recommendation: A. Approve implementing the design-build project delivery method for the Coyote Pumping Plant Adjustable Speed Drive Replacement Project; and

B. Approve a Consultant Agreement with Brown and Caldwell, Inc. for planning and preliminary design services for the Project for a not-to-exceed fee of \$906,705.

Manager: Katherine Oven, 408-630-3126

Attachments: [Attachment 1: Agreement](#)

Est. Staff Time: 10 Minutes

6. WATERSHEDS:

- *6.1. *Guadalupe River Project from Tasman Drive to Interstate 880 (District 3) (San Jose). [19-0284](#)

Recommendation: *Add the Guadalupe River Project from Tasman Drive to Interstate 880 to the Fiscal Year 2020-2024 Capital Improvement Program (CIP) to evaluate possible alternatives to restore the design flow conveyance capacity of the Lower Guadalupe River.

Manager: Ngoc Nguyen, 408-630-2632

Attachments: [*Handout 6.1-A, Location Map](#)

Est. Staff Time: 10 Minutes

- 6.2. Staff Response to Independent Monitoring Committee Report on Safe, Clean Water and Natural Flood Protection Program Year 5 Annual Report for Fiscal Year 2017-2018. [19-0249](#)

Recommendation: A. Accept Staff Response to Independent Monitoring Committee Report on Safe, Clean Water and Natural Flood Protection Program Year 5 Annual Report for Fiscal Year 2017-2018; and

B. Provide additional direction as necessary.

Manager: Melanie Richardson, 408-630-2035

Attachments: [Attachment 1: Staff Response Table](#)

Est. Staff Time: 10 Minutes

7. EXTERNAL AFFAIRS:

- *7.1. Federal Appropriations Requests for Federal Fiscal Year 2020. [19-0288](#)

Recommendation: Adopt the recommended preliminary federal Fiscal Year (FY) 2020 appropriations requests for Valley Water-sponsored and Valley Water-supported projects.

Manager: Rachael Gibson, 408-630-2884

Attachments: [Attachment 1: FY 2020 Federal Appropriations Requests](#)
[*Supplemental Agenda Memorandum](#)
[*Supplemental Attachment 1: FY 2020 Fed Appropriations Reque:](#)

8. CHIEF EXECUTIVE OFFICER:

- *8.1. CEO and Chief's Report. [19-0320](#)

Attachments: [Handout 8.1-A, Storm Report](#)
[Handout 8.1-B, Office of Communications Report](#)
[Handout 8.1-C, Office of Civic Engagement Report](#)

9. ADMINISTRATION:

10. DISTRICT COUNSEL:

11. ADJOURN:

- 11.1. Board Member Reports/Announcements.

*11.2. Proposed Future Board Member Agenda Items.

[19-0321](#)

Attachments: [Handout 11.2-A, Director Estremera Request](#)

11.3. Clerk Review and Clarification of Board Requests.

11.4. Adjourn to Special Meeting at 4:00 p.m., on March 26, 2019, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

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File No.: 19-0287

Agenda Date: 3/12/2019
Item No.: *2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
Pursuant to Government Code Section 54957(a):
Threat to Public Services or Facilities

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File No.: 19-0182

Agenda Date: 3/12/2019

Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Board of Directors' Quarterly Expense Report for the Quarter Ending December 31, 2018.

RECOMMENDATION:

- A. Review the Board of Directors' Quarterly Expense Report for the Quarter Ending December 31, 2018; and
- B. Approve the report, if the reimbursements comply with Board Policy.

SUMMARY:

The Board of Directors' Expense Report is submitted on a quarterly basis to the Board for review and public disclosure. According to the Governance Policies of the Board GP-10.4, a quarterly report of the per diem and expense reimbursements of each Board member shall be placed on an open session Board meeting agenda for review and a determination by the Board whether the reimbursements comply with the Board's reimbursement policies adopted pursuant to Section 53232.3 of the Government Code. Only expenses in compliance with those policies may be reimbursed by the District.

FINANCIAL IMPACT:

The reimbursements sought are within the 2018/19 Directors' budget.

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: Quarterly Expense Reports

UNCLASSIFIED MANAGER:

Darin Taylor, 408-630-3068

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BOARD OF DIRECTORS'
QUARTERLY EXPENSE REPORT

FOR THE QUARTER ENDING 12/31/18




**Santa Clara Valley Water District
Board of Directors' Expenses
For the Quarter Ending 12/31/18
Summary
(Unaudited ~ for Board of Directors' review)**

	Gross ¹ Fee	Mileage ²	Board ³ Approved	Board ⁴ Allocated	Communications ⁵ Charges	Total Current Expenses	Total Expenses Fiscal Year 2019
Tony Estremera	\$ 8,600.40	\$ 710.14	\$ 2,258.14	\$ 114.28	\$ -	\$ 11,682.96	\$ 21,648.71
Nai Hsueh	8,600.40	-	-	-	-	\$ 8,600.40	\$ 17,104.20
Barbara Keegan	4,300.20	113.36	170.00	-	-	\$ 4,583.56	\$ 13,992.51
Gary Kremen	8,600.40	825.68	1,444.85	-	-	\$ 10,870.93	\$ 21,137.49
Linda LeZotte	8,027.04	150.00	463.97	46.97	-	\$ 8,687.98	\$ 17,474.35
Richard Santos	8,600.40	761.91	2,771.07	10.00	399.32	\$ 12,542.70	\$ 22,236.35
John Varela	8,600.40	1,407.79	1,577.90	-	-	\$ 11,586.09	\$ 21,988.31
Total	<u>\$ 55,329.24</u>	<u>\$ 3,968.88</u>	<u>\$ 8,685.93</u>	<u>\$ 171.25</u>	<u>\$ 399.32</u>	<u>\$ 68,554.62</u>	<u>\$ 135,581.92</u>


Prepared by Fanny Chan, Accountant II

2/5/19
Date


Reviewed by Gloria del Rosario, Accounting Manager

2/6/19
Date

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: TONY ESTREMER

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
9/11/18	# Purchased Milpitas Chamber of Commerce Business Breakfast Mtg Event Ticket - Unable to Attend	-	-	\$15.00			\$15.00
10/3/18	1. Meeting w/ San Jose Water Company CEO	\$286.68	-				286.68
10/4/18	1. Central Contra Costa Sanitary District Board Meeting at 5019 Imhoff Place, Martinez	286.68	\$66.49				353.17
10/9/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	7.63				294.31
	Annual Membership Fee - NALEO (National Association of Latino Elected & Appointed Officials)	-	-		\$100.00		100.00
10/10/18	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	-	-				-
	2. Community Mtg w/ Alma Neighborhood Association	286.68	9.81				296.49
10/11/18	1. McLaughlin Corridor Neighborhood Association - District 7 Community Mtg, San Jose	286.68	9.81				296.49
10/15/18	1. CIP Committee Meeting, Dist HQ	286.68	-				286.68
10/16/18	1. Mtg w/ District CEO Norma Camacho	286.68	-				286.68
10/18/18	1. DCA Board Meeting at Tsakopoulos Library Galleria, Sacramento	286.68	141.70				428.38
10/23/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	7.63				294.31
10/24/18	1. Joint Alma & Goodyear Mastic Neighborhood Association Mtg at Alma Community Center, SJ	286.68	8.18				294.86
10/30/18	* 1. Rock Springs Paseo Senter Neighborhood Association Mtg at Paseo Senter Community Rm, SJ	-	9.81				9.81
	* Exceeded 10 Meetings in October						-
11/5/18	1. SARA Oversight Board Meeting at County Building	286.68	-				286.68
	2. DCA Pre-Agenda Discussion Conference Call	-	-				-
11/6/18	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
11/7/18	1. One on One Meeting w/ Dist CEO Norma Camacho, Dist HQ	286.68	-				286.68
11/13/18	1. Pre-Briefing Mtg (Re: 11/14/18 Recycled Mtg)	286.68	-				286.68
11/14/18	1. Recycled Water Committee Meeting, Dist HQ	286.68	-				286.68
	2. DCA Pre-Briefing	-	-				-
11/15/18	1. DC Finance Authority Meeting, Sacramento	286.68	168.95				455.63
11/14-11/15	Lodging (1 Night)	-	-	449.10			449.10
11/16/18	1. SFRWQCB Meeting at San Mateo County Office of Education, Redwood City	286.68	65.40				352.08
11/19/18	1. CIP Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
11/27/18	1. Closed Session Board Meeting, Dist HQ	286.68	7.63				294.31
11/28/18	1. Fall ACWA Conference, San Diego	286.68	-				286.68
11/29/18	* 1. Fall ACWA Conference, San Diego	-	-				-
11/30/18	* 1. Fall ACWA Conference, San Diego	-	-				-
11/27-11/30	Registration Fee	-	-	699.00			699.00
11/27-11/30	Air Fare	-	-	147.96			147.96
11/27-11/30	Lodging (3 Nights)	-	-	786.08			786.08
11/27-11/30	Hotel Parking	-	-	147.00			147.00
11/29/18	Breakfast in Hotel	-	-	14.00	14.28		28.28
	* Exceeded 10 Meetings in November						

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

Attachment 1

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**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: TONY ESTREMER

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
12/3/18	1. Joint Recycled Water Policy Advisory Committee Mtg (City of San Jose/SCVWD/City of Santa Clara)	286.68	-				286.68
12/5/18	1. Special Board Meeting, Dist HQ	286.68	7.63				294.31
12/7/18	1. Monthly FAHCE Meeting, Dist HQ	286.68	-				286.68
12/10/18	1. CIP Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
	2. Meeting w/ District CEO	-	-				-
12/11/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	7.63				294.31
12/12/18	1. Special Joint Meeting w/ City of San Jose, Dist HQ	286.68	7.63				294.31
	2. Closed Session Mtg & Special Board Mtg on State Water Project Contract Extension, Dist HQ	-	-				-
12/13/18	1. Special Joint Meeting w/ Santa Clara County Board of Supervisors, Dist HQ	286.68	7.63				294.31
12/14/18	1. Mtg w/ Dist Employee Resource Group & Dir. Santos, Dist HQ	286.68	-				286.68
12/17/18	1. Special Closed Session Mtg and Joint Board Meeting w/ City of Sunnyvale, Dist HQ	286.68	7.63				294.31
	2. CEO Compensation Review w/ Dir. LeZotte & Dir. Keegan	-	-				-
12/19/18	1. DCA Board Meeting, Sacramento	286.68	168.95				455.63
12/21/18	* 1. Tour & Visit Hope Village w/ Dir. Keegan	-	-				-
	* Exceeded 10 Meetings in December						
		\$8,600.40	\$710.14	\$2,258.14	\$114.28	\$0.00	\$11,682.96

Note: # Data Submitted on District Purchasing Card Payment to Milpitas Chamber of Commerce on 9/8/18 and Not Reported on Quarter Ending 9/30/18

1-Compensation for attending meetings, limited to 10 per month.
2-Reimbursement for mileage @ \$0.545/mile.
3-Per GP-10.6.3.
4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.
5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: NAI HSUEH

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
10/1/18	1. Agricultural Water Advisory Committee Meeting, Dist HQ	\$286.68	-				\$286.68
10/2/18	1. Landscape Committee Meeting, Dist HQ	286.68	-				286.68
10/3/18	1. One on One Mtg w/ District CEO	286.68	-				286.68
10/4/18	1. Meeting on District Act, Dist HQ	286.68	-				286.68
10/9/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
10/15/18	1. CIP Committee Meeting, Dist HQ	286.68	-				286.68
10/22/18	1. Board Policy and Planning Committee Meeting, Dist HQ	286.68	-				286.68
10/23/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
10/25/18	1. Meeting on District Act, Dist HQ	286.68	-				286.68
10/31/18	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	286.68	-				286.68
11/6/18	1. Landscape Committee Meeting, Dist HQ	286.68	-				286.68
11/7/18	1. AB 1234 Ethics Training, Dist HQ	286.68	-				286.68
11/13/18	1. Mtg w/ Board Chair & Vice Chair on Board Strategic Planning Session	286.68	-				286.68
11/14/18	1. Mtg w/ Dist Staff on Encroachment Policy, Dist HQ	286.68	-				286.68
11/19/18	1. CIP Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
11/20/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
11/21/18	1. One on One Meeting w/ Dist CEO Norma Camacho, Dist HQ	286.68	-				286.68
11/26/18	1. Board Policy and Planning Committee Meeting, Dist HQ	286.68	-				286.68
11/27/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
11/28/18	1. Youth Commission Meeting, Dist HQ	286.68	-				286.68
12/3/18	1. Board Audit Committee Meeting, Dist HQ	286.68	-				286.68
12/4/18	1. One on One Meeting w/ Dist CEO Norma Camacho, Dist HQ	286.68	-				286.68
12/5/18	1. Special Board Meeting, Dist HQ	286.68	-				286.68
12/7/18	1. Tour of Lagunita Dam Removal Project	286.68	-				286.68
12/10/18	1. CIP Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
12/11/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
12/12/18	1. Special Joint Meeting w/ City of San Jose, Dist HQ	286.68	-				286.68
	2. Closed Session Mtg & Special Board Mtg on State Water Project Contract Extension, Dist HQ	-	-				-
12/13/18	1. Special Joint Meeting w/ Santa Clara County Board of Supervisors, Dist HQ	286.68	-				286.68
12/14/18	1. Delta Conveyance Finance Authority Board Meeting	286.68	-				286.68
12/17/18	1. Special Closed Session Mtg and Joint Board Meeting w/ City of Sunnyvale, Dist HQ	286.68	-				286.68
		\$8,600.40	\$0.00	\$0.00	\$0.00	\$0.00	\$8,600.40

1-Compensation for attending meetings, limited to 10 per month.
2-Reimbursement for mileage @ \$0.545/mile.
3-Per GP-10.6.3.
4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.
5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: BARBARA KEEGAN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
9/13/18	# 1. Phone Briefing for 9/20/18 DCA Board Meeting in Sacramento	\$286.68	-				\$286.68
10/4/18	1. Meeting on District Act, Dist HQ	286.68	\$8.72				295.40
10/5/18	1. Board Annual Performance Report, Dist HQ	286.68	8.72				295.40
	2. Board Audit Committee Charter, Dist HQ	-	-				-
10/9/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	8.72				295.40
10/10/18	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	8.72				295.40
10/18/18	1. One on One Mtg w/ District CEO Via Phone	-	-				-
	2. DCA Board Meeting at Tsakopoulos Library Galleria, Sacramento	286.68	-				286.68
10/18/18	Lunch Per Diem	-	-	\$10.00			10.00
10/18/18	Round Trip Amtrak Tickets	-	-	80.00			80.00
10/23/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	8.72				295.40
10/25/18	1. Meeting on District Act, Dist HQ	286.68	8.72				295.40
11/15/18	Round Trip Amtrak Tickets for DCA Board Meeting at Sacramento	-	-	80.00			80.00
11/20/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	8.72				295.40
11/27/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	8.72				295.40
12/5/18	1. Special Board Meeting, Dist HQ	286.68	8.72				295.40
12/11/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	8.72				295.40
12/12/18	1. Special Joint Meeting w/ City of San Jose, Dist HQ	286.68	8.72				295.40
	2. Closed Session Mtg & Special Board Mtg on State Water Project Contract Extension, Dist HQ	-	-				-
12/13/18	1. Special Joint Meeting w/ Santa Clara County Board of Supervisors, Dist HQ	286.68	8.72				295.40
12/17/18	1. Special Closed Session Mtg and Joint Board Meeting w/ City of Sunnyvale, Dist HQ	286.68	8.72				295.40
		\$4,300.20	\$113.36	\$170.00	\$0.00	\$0.00	\$4,583.56

Note: # Reported on Quarter Ending 9/30/18 with No Meeting Fee. Adjusted Compensation Made on Pay Check Dated 12/6/18

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: GARY KREMEN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
9/9/18-9/10/18 #	Lodging at Hotel Mission De Oro, Santa Nella for SLDMWA Executive Director Interviews	-	-	\$185.90			\$185.90
10/1/18	1. Water Storage Exploratory Committee Meeting, Dist HQ	\$286.68	\$22.89				309.57
10/3/18	1. Interviews w/ Applicants for COO Position of Information Technology & Adm Services Division	286.68	22.89				309.57
	2. Energy segment for "Beyond the Brink" Discussion	-	-				-
10/4/18	1. SLDMWA Board Meeting, Los Banos	286.68	103.55				390.23
10/9/18	1. One on One Mtg w/ District CEO	-	-				-
-	2. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	22.89				309.57
	3. Meeting on Encroachment, Dist HQ	-	-				-
10/10/18	1. Rate Setting Hearing - Purissima Hills Water District Board Meeting	286.68	1.09				287.77
10/14/18	1. Travel to Burbank for DC Finance Authority Executive Committee Meeting, LA	286.68	-				286.68
10/15/18	1. DCA Finance Authority Executive Committee Mtg at MET Water District, Los Angeles	286.68	-				286.68
10/16/18	1. DCA Finance Authority Executive Committee Mtg at MET Water District, Los Angeles	286.68	-				286.68
10/14-10/16	Air Fare	-	-	445.96			445.96
10/17/18	1. SLDMWA Special Board of Directors Meeting	286.68	-				286.68
10/18/18	1. DCA Board Meeting at Tsakopoulos Library Galleria, Sacramento	-	-				-
	2. SLDMWA Executive Director Recruitment Ad Hoc Committee Conference Call	286.68	-				286.68
10/23/18	1. Meeting on Emergency Services/Communications, Dist HQ	-	-				-
	2. One on One Mtg w/ District CEO	-	-				-
	* 3. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	-	22.89				22.89
10/24/18	* 1. Conference Call Mtg w/ Dist Officer R. Callender & Nina Hawk & Assemblymember Caballero	-	-				-
10/25/18	* 1. Meeting on Pacheco Pass	-	-				-
	1. Phone Briefing for SFC JPA Board Meeting	-	-				-
	1. SFC JPA Board Meeting at City of Menlo Park Council Chambers	-	10.90				10.90
10/28/18	* 1. Review Letter from City of Palo Alto (Re: State Water Project Tax) & CRPU Letter	-	-				-
10/30/18	* 1. SLDMWA Executive Director Interviews at San Joaquin River Exchange Contractor Authority Office	-	103.55				103.55
	* Exceeded 10 Meetings in October						
11/1/18	1. WaterFix Presentation to Harbor Industrial Association, Belmont	286.68	10.90				297.58
11/2/18	1. SVLG Annual Policy Luncheon Meeting at Santa Clara Convention Center	286.68	21.80				308.48
11/5/18	1. Interviews w/ Applicants for COO Position of Information Technology & Adm Services Division	286.68	22.89				309.57
11/6/18	1. Conference Call Briefing for 11/8/18 SLDMWA Board Meeting	-	-				-
	2. Meeting at Dist HQ on Water Biosecurity w/ Dist COO Nina Hawk	286.68	22.89				309.57
	3. Meeting on WaterFix	-	-				-
11/7/18	1. AB 1234 Ethics Training, Dist HQ	-	-				-
	2. Water Storage Exploratory Committee Meeting, Dist HQ	286.68	22.89				309.57

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: GARY KREMEN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
11/14/18	1. Recycled Water Committee Meeting, Dist HQ	286.68	13.08				299.76
	2. Phone Briefing for SFC JPA Board Meeting	-	-				-
	3. SFC JPA Board Meeting at City of Menlo Park Council Chambers	-	5.45				5.45
	4. Purissima Hills Water District Board Meeting, Los Altos Hills	-	1.64				1.64
	5. Travel to Sacramento for DWR Public Hearing & DC Finance Authority Mtg	-	43.60				43.60
11/15/18	1. Public Hearing on DWR Staff-Prepared Draft Findings on WaterFix, Sacramento City Parking	-	-				-
	2. DCA Finance Authority Meeting, Sacramento	286.68	43.60	6.50			6.50
11/15/18	Lunch Per Diem for DWR Public Hearing & DCA Finance Mtg	-	-	16.00			16.00
11/14-11/15	Hotel Parking	-	-	32.00			32.00
11/14-11/15	Lodging (1 Night)	-	-	449.10			449.10
11/19/18	1. Review of Palo Alto Presentation on Recycled Water	-	-				-
	2. City of Palo Alto Recycled Water Study Session at Palo Alto Council Chambers	286.68	6.54				293.22
11/20/18	1. Lunch w/ Four PMA Representatives at Fish Market, San Jose Meals Exp	-	-	167.49			-
	2. Interview w/ NBC Reporter Anoushah Rasta on Water Preparedness	-	-				167.49
	3. Briefing on Water Supply Master Plan, Dist HQ	-	-				-
	4. One on One Meeting w/ Dist CEO Norma Camacho, Dist HQ	-	-				-
	5. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	22.89				309.57
11/27/18	1. One on One Meeting w/ Dist CEO Norma Camacho, Dist HQ	-	-				-
	2. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	22.89				309.57
12/1/18	1. Sites Reservoir Briefing and Discussion by Phone	286.68	-				286.68
12/2/18	1. Phone Call w/ Dist CEO Norma Camacho on San Jose Recycled Water Updates	286.68	-				286.68
12/3/18	1. Joint Recycled Water Policy Advisory Committee Mtg (City of San Jose/SCVWD/City of Santa Clara)	286.68	22.89				309.57
	2. Discussion on District 7 Board Columns/Op-Eds, Dist HQ	-	-				-
	3. Briefing on Los Vaqueros Reservoir, Dist HQ	-	-				-
	4. Board Audit Committee Meeting, Dist HQ	-	-				-
	5. 2nd Annual Volunteer Appreciation Event, Dist HQ	-	-				-
12/4/18	1. Mtg w/ Palo Alto Councilmember Tom Dubois	286.68	5.45				292.13
	2. Briefing for 12/6/18 SLDMWA Board Meeting	-	-				-
12/5/18	1. Special Board Meeting, Dist HQ	286.68	22.89				309.57
	2. Travel to Santa Nella for SLDMWA Workshop	-	-				-
12/6/18	1. SLDMWA Bd of Directors Mtg & Strategic Planning Workshop at Hotel Mission De Oro, Santa Nella	286.68	59.95				346.63
12/5-12/6	Lodging (1 Night)	-	-	141.90			141.90

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: GARY KREMEN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
12/7/18	1. Oath of Office at District COB Office	-	-				-
	2. Water Storage Exploratory Committee Meeting, Dist HQ	286.68	22.89				309.57
12/11/18	1. One on One Meeting w/ Dist CEO Norma Camacho	-	-				-
	2. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	22.89				309.57
12/12/18	1. Special Joint Meeting w/ City of San Jose, Dist HQ	286.68	22.89				309.57
	2. Closed Session Mtg & Special Board Mtg on State Water Project Contract Extension, Dist HQ	-	-				-
12/13/18	1. Special Joint Meeting w/ Santa Clara County Board of Supervisors, Dist HQ	286.68	22.89				309.57
12/14/18	1. Special SLDMWA Board of Directors Teleconference Meeting	-	-				-
	* 2. SFC Bay 101 Celebration, Friendship Bridge at SFC near O'Connor St., East Palo Alto	-	5.45				5.45
12/17/18	1. Signing Celebration of Joint Use Agreement for the Adobe Pedestrian Bridge	-	-				-
	2. Mtg w/ Former Senator Dean Florez	-	-				-
	* 3. Special Closed Session Mtg and Joint Board Meeting w/ City of Sunnyvale, Dist HQ	-	22.89				22.89
12/18/18	* 1. Mtg w/ SLDMWA Officers Federico B. and Cannon M., Dist HQ	-	22.89				22.89
	* Exceeded 10 Meetings in December						
		\$8,600.40	\$825.68	\$1,444.85	\$0.00	\$0.00	\$10,870.93

Note: # Data Submitted on District Purchasing Card Payment to the Hotel Mission De Oro on 9/10/18 and Not Reported on Quarter Ending 9/30/18

1-Compensation for attending meetings, limited to 10 per month.
2-Reimbursement for mileage @ \$0.545/mile.
3-Per GP-10.6.3.
4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.
5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: LINDA LEZOTTE

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
10/3/18	1. Interviews w/ Applicants for COO Position of Information Technology & Adm Services Division	\$286.68	\$4.91				\$291.59
10/4/18	1. Meeting w/ Dist Staff on District Act (Re: Funding Issues), Dist HQ	286.68	4.91				291.59
10/9/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
10/10/18	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	4.91				291.59
10/12/18	1. Meeting w/ District CEO	286.68	-				286.68
10/15/18	1. CIP Committee Meeting, Dist HQ	286.68	-				286.68
	2. Environmental & Water Resources Committee Meeting, Dist HQ	-	4.91				4.91
10/17/18	1. Retailers Quarterly Meeting	286.68	4.91				291.59
	2. Campbell Chamber of Commerce Meeting	-	3.82				3.82
10/19/18	Purchased a iPad Case from Best Buy	-	-			\$46.97	46.97
10/20/18	1. Friends of the River 50th Anniversary Gala Event at City Club of San Francisco	-	32.16				32.16
10/20/18	Dinner Ticket Fee	-	-	\$150.00			150.00
10/20/18	Cab Fare	-	-	20.00			20.00
10/20-10/21	Lodging (1 Night)	-	-	228.97			228.97
10/23/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
10/24/18	1. Santa Clara Valley Water Commission Meeting, Dist HQ	286.68	4.91				291.59
10/25/18	1. 2018 Winter Emergency Operations and Preparedness Workshop, Dist HQ	-	-				-
	2. Meeting on District Act, Dist HQ	286.68	4.91				291.59
10/30/18	* 1. All Employee Meeting at Campbell Heritage Theater, Campbell	-	4.91				4.91
	* Exceeded 10 Meetings in October						
11/5/18	1. Interviews w/ Applicants for COO Position of Information Technology & Adm Services Division	286.68	4.91				291.59
11/6/18	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	4.91				291.59
11/7/18	1. AB 1234 Ethics Training, Dist HQ	286.68	4.91				291.59
11/19/18	1. CIP Ad Hoc Committee Meeting, Dist HQ	286.68	4.91				291.59
	2. Strategic Planning Prep Meeting w/ Dir. Hsueh & COB Michele King, Dist HQ	-	-				-
11/20/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
11/26/18	1. Phone Conference w/ Dist CEO Norma Camacho, Dist HQ	286.68	-				286.68
11/27/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
11/28/18	1. Shoreline Project Tour w/ Assistant Secretary R.D. James of USACE at Don Edwards Wildlife Center	286.68	-				286.68
12/3/18	1. Santa Clara County Special Districts Meeting, Dist HQ	286.68	4.91				291.59
	2. 2nd Annual Volunteer Appreciation Event, Dist HQ	-	4.91				4.91
12/4/18	1. Staff Briefing - Update on Lake Almaden, Dist HQ	286.68	4.91				291.59
12/5/18	1. Special Board Meeting, Dist HQ	286.68	-				286.68
12/7/18	1. Monthly FAHCE Meeting, Dist HQ	286.68	4.91				291.59
12/8/18	1. Councilmember Khamis' Beaulity Evt (Re: Dist Involvement in the Water Vault Painting Project)	286.68	4.91				291.59

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: LINDA LEZOTTE

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
12/10/18	1. Meeting w/ District CEO	-	-				-
	2. CIP Ad Hoc Committee Meeting, Dist HQ	286.68	4.91				291.59
12/11/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
12/12/18	1. Special Joint Meeting w/ City of San Jose, Dist HQ	286.68	4.91				291.59
	2. Closed Session Mtg & Special Board Mtg on State Water Project Contract Extension, Dist HQ	-	-				-
	3. Attend SC County Supervisor Ken Yeager's Event at Orchard City Banquet Hall, Campbell	-	3.82				3.82
	Event Ticket Fee	-	-	65.00			65.00
12/13/18	1. Special Joint Meeting w/ Santa Clara County Board of Supervisors, Dist HQ	286.68	4.91				291.59
12/17/18	1. Mtg w/ Dir. Keegan & Dir. Estremera (Re: Dist CEO Compensation)	-	4.91				4.91
	2. Special Closed Session Mtg and Joint Board Meeting w/ City of Sunnyvale, Dist HQ	286.68	-				286.68
12/19/18	* 1. SCC Recycling and Waste Reduction Commission Mtg at 70 West Hedding Street, 1st Floor, SJ	-	7.09				7.09
	* Exceeded 10 Meetings in December						
		\$8,027.04	\$150.00	\$463.97	\$46.97	\$0.00	\$8,687.98

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: RICHARD SANTOS

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
10/1/18	1. Water Storage Exploratory Committee Meeting, Dist HQ	-	-				-
	2. Agricultural Water Advisory Committee Meeting, Dist HQ	\$286.68	\$19.62				\$306.30
	2019 Calendar Pack Inserts Purchased from Priority Management	-	-	\$27.72			27.72
10/2/18	1. Landscape Committee Meeting, Dist HQ	286.68	19.62				306.30
	2. Briefing for 10/4/18 SLDMWA Board Meeting w/ Dist Officer Garth Hall	-	-				-
	3. Legal Briefing	-	-				-
	4. Veterans Awareness Group Meeting	-	-				-
	5. Upper Penitencia Creek Project Mtg at East Side Union High School District, San Jose	-	1.09				1.09
10/3/18	1. Interviews w/ Applicants for COO Position of Information Technology & Adm Services Division	286.68	19.62				306.30
	2. River Oaks Neighborhood Association at Elan Apartments Community Room, San Jose	-	11.99				11.99
10/5/18	1. Tour of Sargent Ranch at Gilroy w/ Consultant Verne Freeman & Dir. Varela	286.68	38.15				324.83
10/7/18	1. Day on the Bay Multicultural Festival Event (Dist Booth & Water Truck) at Alviso Marina County Park	-	13.08				13.08
10/8/18	1. Berryessa Citizens Advisory Council Meeting at Berryessa Community Center	-	1.09				1.09
10/9/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	19.62				306.30
10/10/18	1. Live Interview with Jesse Gary of KTVU (Re: Day Without Water)	-	-				-
	2. Mtg w/ SCV Habitat Agency (Re: Pacheco Dam Property Acquisition/Easements)	286.68	19.62				306.30
	3. Milpitas Historical Society Monthly Meeting	-	8.72				8.72
10/11/18	1. Water Energy Documentary Video	-	-				-
	1. Chit Chat Meeting at Dist HQ w/ District Employees	286.68	19.62				306.30
	AT&T Internet Service Charge - Bill Issue Date 9/30/18	-	-			\$52.65	52.65
	Fax Line - Plans & Service Chg - Billing Date 9/19/18	-	-			46.96	46.96
10/13/18	1. Mtg w/ City of SJ Council Aide & Steve Holmes of Friends of LG Creek at Coyote Creek Clean Up Site	286.68	3.27				289.95
10/15/18	1. Tour of NASA at NASA Ames Research Park, Mountain View w/ Dist Staff & Dir. Varela	-	16.35				16.35
	2. Mtg w/ Nichols Research & Dist External Affairs Chief Rick Callender (Re: Public Survey)	286.68	15.26				301.94
10/16/18	1. Mtg w/ District CEO Norma Camacho	286.68	19.62				306.30
10/30/18	* 1. All Employee Meeting at Campbell Heritage Theater, Campbell	-	16.35				16.35
	2. Mtg w/ Clerk of the Board / Board Chair (Re: Schedules & Planning)	-	19.62				19.62
10/31/18	1. Briefing w/ District Staff (Re: Daves Creek in Los Gatos)	-	-				-
	* 1. Water Conservation and Demand Management Committee Meeting, Dist HQ	-	19.62				19.62
	2. Briefing from Dir. LeZotte (Re: Review of District Act)	-	-				-
	3. International Water Summit Advisory Meeting, Dist HQ	-	-				-
	Fax Line - Plans & Service Chg - Billing Date 10/19/18	-	-			47.21	47.21
	* Exceeded 10 Meetings in October						
11/2/18	1. SVLG Annual Policy Luncheon w/ Senator Feinstein at Santa Clara Convention Center	-	13.08				13.08
11/3/18	1. El Observador Foundation's 50th Anniversary Chicano Student Movement Reunion at SJSU	-	10.90				10.90
	Parking	-	-	5.00			5.00

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: RICHARD SANTOS

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
11/5/18	1. Interviews w/ Applicants for COO Position of Information Technology & Adm Services Division	286.68	19.62				306.30
11/6/18	1. DC Prep Meeting w/ Dist Counsel Stan Yamamoto (Re: Legal Issues)	-	-				-
	2. Landscape Committee Meeting, Dist HQ	286.68	19.62				306.30
	3. Veterans Day Event, Dist HQ	-	-				-
11/7/18	1. AB 1234 Ethics Training, Dist HQ	286.68	19.62				306.30
	2. Water Storage Exploratory Committee Meeting, Dist HQ	-	-				-
	3. Prep Meeting w/ Regional Water Quality Control Board, Dist HQ	-	-				-
11/8/18	1. SCC Emergency Operational Area Council Mtg at Sheriff's Auditorium, 55 West Younger Ave, SJ	286.68	8.72				295.40
	2. Pilot Project for Homeless Encampments Meeting, Dist HQ	-	19.62				19.62
11/11/18	1. DC Delegation Trip - Travel	-	8.72				8.72
11/12/18	1. DC Delegation Trip	-	-				-
11/13/18	1. DC Delegation Trip	286.68	-				286.68
11/14/18	1. DC Delegation Trip	286.68	-				286.68
11/15/18	1. DC Delegation Trip - Travel	-	8.72				8.72
11/11-11/15	Baggage Fee	-	-	60.00			60.00
11/11-11/15	Lodging (4 Nights)	-	-	1,613.88			1,613.88
11/11-11/15	Air Fare \$613.61 + Flight Change Fee \$183.99 + Preferred Seats Charge \$161.45	-	-	959.05			959.05
11/12-11/15	Meals	-	-	65.42			65.42
11/15/18	Cab Fare	-	-	20.00			20.00
11/15/18	Bellman / Maid Tips	-	-	20.00			20.00
11/16/18	1. SFRWQCB Meeting at San Mateo County Office of Education, Redwood City	286.68	19.62				306.30
	AT&T Internet Service Charge - Bill Issue Date 10/31/18	-	-			52.65	52.65
11/19/18	1. Briefing w/ Dist Staff on Water Supply Master Plan, Dist HQ	-	-				-
	2. Board Strategic Planning Prep Meeting, Dist HQ	286.68	19.62				306.30
	3. Meeting w/ Board Scheduler	-	-				-
	4. District Logo Designs Meeting at Nichols Research, 333 W. El Camino, Suite 130, Sunnyvale	-	16.35				16.35
11/20/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	19.62				306.30
11/27/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	19.62				306.30
11/28/18	* 1. Shoreline Project Tour w/ Assistant Secretary R.D. James of USACE at Don Edwards Wildlife Center	-	13.08				13.08
	2. Interview w/ ABC7 News Reporter David Louie (Re: Coyote Creek Flood)	-	4.36				4.36
	3. Mtg w/ Homeless Activist David Hernandez	-	1.09				1.09
	* Exceeded 10 Meetings in November						
12/3/18	1. Meeting w/ Dist CEO	-	-				-
	2. 2nd Annual Volunteer Appreciation Event, Dist HQ	286.68	19.62				306.30

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: RICHARD SANTOS

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
12/5/18	1. Rain & Flood Interview w/ San Jose State University Reporter, Dist HQ	-	-				-
	2. Monthly District Employee Association Union Meeting, Dist HQ	-	-				-
	3. Special Board Meeting, Dist HQ	286.68	19.62				306.30
12/7/18	1. Water Storage Exploratory Committee Meeting, Dist HQ	286.68	19.62				306.30
12/10/18	1. Mtg w/ Dist Legal Counsel Stan Yamamoto (Re: Dist Legal Issues)	-	-				-
	2. Briefings for Joint Board Meetings - SJ, SCC and Sunnyvale	-	-				-
	3. Meeting w/ Dist CEO	286.68	19.62				306.30
	4. Berryessa Citizens Advisory Council Meeting at Berryessa Community Center	-	1.09				1.09
12/11/18	1. Prep for Joint Mtg w/ SC County Board of Supervisors, Dist HQ	-	-				-
	2. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	19.62				306.30
12/12/18	1. Special Joint Meeting w/ City of San Jose, Dist HQ	-	-				-
	2. Closed Session Mtg & Special Board Mtg on State Water Project Contract Extension, Dist HQ	286.68	19.62				306.30
12/13/18	1. Special Joint Meeting w/ Santa Clara County Board of Supervisors, Dist HQ	286.68	19.62				306.30
12/14/18	1. Mtg w/ Dist Employee Resource Group, Dist HQ	286.68	19.62				306.30
	2. Prep Meeting for the City of Sunnyvale Meeting, Dist HQ	-	-				-
12/16/18	1. Mtg w/ Congressman Ro Khanna at SJ Town Hall Mtg at Berryessa Community Center	-	1.09				1.09
12/17/18	1. Special Closed Session Mtg and Joint Board Meeting w/ City of Sunnyvale, Dist HQ	286.68	19.62				306.30
12/18/18	1. Meeting w/ Dist Real Estate Unit Staff, Dist Admin Bldg	286.68	19.62				306.30
	Fax Line - Plans & Service Chg - Billing Date 11/19/18	-	-			47.02	47.02
	AT&T Internet Service Charge - Bill Issue Date 11/30/18	-	-			52.65	52.65
12/20/18	Berryessa Citizens Advisory Council - Annual Membership Fee for 2019	-	-		\$10.00		10.00
12/31/18	* 1. Meeting w/ Dist CEO	-	19.62				19.62
	Fax Line - Plans & Service Chg - Billing Date 12/19/18	-	-			47.53	47.53
	AT&T Internet Service Charge - Bill Issue Date 12/31/18	-	-			52.65	52.65
	* Exceeded 10 Meetings in December						
TOTALS		\$8,600.40	\$761.91	\$2,771.07	\$10.00	\$399.32	\$12,542.70

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: JOHN VARELA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
10/1/18	1. Water Storage Exploratory Committee Meeting, Dist HQ 2. Agricultural Water Advisory Committee Meeting, Dist HQ	\$286.68 -	\$22.89 -				\$309.57 -
10/2/18	1. SCC Farm Bureau Monthly Meeting at 605 Tennant Ave., Suite H, Morgan Hill	286.68	2.73				289.41
10/3/18	1. CALAFCO Conference at Tenaya Lodge, Yosemite	286.68	85.02				371.70
10/4/18	1. CALAFCO Conference at Tenaya Lodge, Yosemite	286.68	85.02				371.70
10/5/18	1. Morgan Hill Chamber of Commerce Education Committee Meeting 2. Tour of Sargent Ranch at Gilroy w/ Consultant Verne Freeman & Dir. Santos	286.68 -	2.73 9.81				289.41 9.81
10/9/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	22.89				309.57
10/12/18	1. GRC Gilroy Chamber of Commerce Meeting	286.68	9.81				296.49
10/15/18	1. Tour of NASA at NASA Ames Research Park, Mountain View w/ Dist Staff & Dir. Santos	286.68	22.89				309.57
10/16/18	1. Mtg w/ Constituent Martin Bernal, Morgan Hill (Re: Turn Out Valve Request)	286.68	4.36				291.04
10/17/18	1. LAFCO Meeting at County Building, 70 West Hedding St., San Jose 2. Presentation to Morgan Hill City Council at Morgan Hill City Hall (Re: Anderson Dam Project)	286.68 -	29.43 3.27				316.11 3.27
10/18/18	1. District ERG "Spectrum - What is Autism" Event, Dist HQ	-	22.89				22.89
10/22/18	* 1. Board Policy and Planning Committee Meeting, Dist HQ 2. Prep for 10/31/18 Water Summit Meeting, Dist HQ	- -	22.89 -				22.89 -
10/23/18	* 1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	-	22.89				22.89
10/24/18	* 1. Morgan Hill Chamber of Commerce Board of Directors Meeting	-	2.73				2.73
10/25/18	* 1. Agricultural Preservation Task Force Meeting at SCC Supervisors Chambers	-	29.43				29.43
10/29/18	* 1. Mtg w/ Constituent Doug Muirhead, Morgan Hill	-	2.73				2.73
10/30/18	* 1. Coyote Warehouse Project Pre-Construction Mtg and Coyote Pumping Plant Tour	-	6.54				6.54
10/31/18	* 1. International Water Summit Advisory Meeting, Dist HQ * Exceeded 10 Meetings in October	-	22.89				22.89
11/1/18	1. Morgan Hill Chamber of Commerce Monthly Breakfast Meeting	286.68	3.27				289.95
11/2/18	1. Conference Call for Pajaro River Watershed Flood Prevention Authority Board Meeting 2. SVLG Annual Policy Luncheon Meeting at Santa Clara Convention Center	286.68 -	- 34.88				286.68 34.88
11/3/18	1. El Observador Foundation's 50th Anniversary Chicano Student Movement Reunion at SJSU	286.68	27.25				313.93
11/6/18	1. SCC Farm Bureau Monthly Meeting at 605 Tennant Ave., Suite H, Morgan Hill	286.68	2.73				289.41
11/7/18	1. SCRWA Board Meeting at 1500 Southside Drive, Gilroy 2. AB 1234 Ethics Training, Dist HQ 3. Water Storage Exploratory Committee Meeting, Dist HQ	286.68 - -	7.63 19.62 11.45				294.31 19.62 11.45
11/9/18	1. SPUR's Urban Infrastructure Council Meeting at Brown and Caldwell, 75 E. Santa Clara St., SJ Parking Fee 2. Mtg w/ Ed Balocating of Joint Venture Silicon Valley in San Jose	286.68 - -	27.25 - -		\$6.00		313.93 6.00 -
11/13/18	1. District Diwali Celebration Event, Dist HQ Back Patio	286.68	22.89				309.57
11/15/18	1. Santa Clara County Agricultural Committee Meeting Conference Call	286.68	-				286.68
11/16/18	1. Joint Venture Silicon Valley Board of Directors Mtg at Ernst & Young, 303 Almaden Blvd., San Jose	286.68	27.25				313.93

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 12/31/18
(Unaudited ~ for Board of Directors review)**

DIRECTOR: JOHN VARELA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
11/20/18	1. Closed Session Meeting & Rescheduled Tuesday Regular Board Meeting, Dist HQ	286.68	22.89				309.57
11/25/18	* 1. Fall ACWA Conference - Travel from Morgan Hill to Montebello	-	178.22				178.22
11/26/18	* 1. Fall ACWA Conference - Travel from Montebello to San Diego	-	64.86				64.86
11/30/18	* 1. Fall ACWA Conference - Travel from San Diego to Montebello	-	63.22				63.22
11/25-11/26	Lodging (1 Night)	-	-	124.36			124.36
11/26-11/30	Lodging (4 Nights)	-	-	1,055.60			1,055.60
11/26-11/30	Hotel Parking	-	-	196.00			196.00
11/26-11/30	Hotel Meals	-	-	59.14			59.14
	* Exceeded 10 Meetings in November						
12/1/18	1. Fall ACWA Conference - Travel from Montebello to Morgan Hill	-	177.67				177.67
11/30-12/1	Lodging (1 Night)	-	-	136.80			136.80
12/3/18	1. 2nd Annual Volunteer Appreciation Event, Dist HQ	286.68	22.89				309.57
12/4/18	1. Conference Call - Briefing for 12/6/18 SLDMWA Board Meeting	286.68	-				286.68
12/5/18	1. LAFCO Meeting at County Building, 70 West Hedding Street, San Jose	286.68	29.43				316.11
12/6/18	1. SLDMWA Board of Directors Mtg & Strategic Planning Workshop at Hotel Mission De Oro, Santa Nella	286.68	55.59				342.27
12/7/18	1. Upper Llagas Creek Watershed Project Elected Officials Meeting at Morgan Hill City Hall	286.68	2.73				289.41
	2. Oath of Office at District COB Office	-	22.89				22.89
	3. Water Storage Exploratory Committee Meeting, Dist HQ	-	-				-
12/11/18	1. Closed Session Meeting & Tuesday Regular Board Meeting, Dist HQ	286.68	22.89				309.57
12/12/18	1. Upper Llagas Creek Flood Control Project Celebration w/ Mayor Tate, Morgan Hill	286.68	2.73				289.41
	2. Closed Session Mtg & Special Board Mtg on State Water Project Contract Extension, Dist HQ	-	22.89				22.89
12/13/18	1. Special Joint Meeting w/ Santa Clara County Board of Supervisors, Dist HQ	286.68	22.89				309.57
12/14/18	1. Special SLDMWA Board of Directors Teleconference Call	286.68	-				286.68
	2. Mtg w/ Mick Greco of JVSU, Dist HQ	-	22.89				22.89
12/17/18	1. Special Closed Session Mtg and Joint Board Meeting w/ City of Sunnyvale, Dist HQ	286.68	22.89				309.57
12/18/18	* 1. Mtg w/ SLDMWA Officers Federico B. and Cannon M., Dist HQ	-	22.89				22.89
12/20/18	* 1. Morgan Hill Chamber of Commerce Mixer at Marriott Courtyard	-	9.27				9.27
	* Exceeded 10 Meetings in December						
		\$8,600.40	\$1,407.79	\$1,577.90	\$0.00	\$0.00	\$11,586.09

1-Compensation for attending meetings, limited to 10 per month.

2-Reimbursement for mileage @ \$0.545/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

File No.: 19-0208

Agenda Date: 3/12/2019

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Notice of Completion of Contract and Acceptance of Work for the Matadero Creek Sediment Removal and Erosion Repair Project from West Bayshore Roads to Louis Road (Palo Alto); and San Tomas Aquino Creek Erosion Repair Project, from Virginia Avenue to Smith Creek confluence (San Jose and Campbell), and from Williams Road to USGS Gage (San Jose), PMK Contractors, LLC, Project No. 62084001, Task No. 5188, Contract No. C0642 (Palo Alto, Campbell, and San Jose) (Districts 2, 4, and 7).

RECOMMENDATION:

- A. Accept the work 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 at the Santa Clara County Clerk-Recorder.

SUMMARY:

The Construction Contractor, PMK Contractors, LLC (PMK), has completed the Matadero Creek Sediment Removal and Erosion Repair Project from West Bayshore Roads to Louis Road (Palo Alto); and San Tomas Aquino Creek Erosion Repair Project, from Virginia Avenue to Smith Creek confluence (San Jose and Campbell), and from Williams Road to USGS Gage (San Jose) Project (Project). The construction contract was awarded by the Board on July 10, 2018 in the amount of 1,650,750.00 plus a 10% contingency of \$165,075.00. The civil construction component of the Project was completed on Oct 30, 2018 and the final contract amount of the project is \$1,430,940.00. Subject to any withholds required by law or the contract, acceptance of the work by the Board will allow for the release of \$71,547.00 in retention to the contractor.

The City of Palo Alto (City) and the Santa Clara Valley Water District (District) entered into an agreement that the City would reimburse \$227,000.00 to the District for the reconstruction of the damaged left bank under West Bayshore Road at Matadero Creek caused by City's broken water main.

The objectives of the Project were:

- A) Reconstruct the damaged left bank (looking upstream) under West Bayshore Road at Matadero Creek (cost to be reimbursed by the City); B) Remove sediment from West

Bayshore Road to Louis Road at Matadero Creek; C) Rehabilitate the damaged concrete channel bed at San Tomas Aquino Creek from Virginia Avenue to Smith Creek confluence; and D) Rehabilitate the damaged concrete channel bed at San Tomas Aquino Creek from Williams Road to USGS Gage.

The Project included the following major items of work:

1. Compliance with National Pollutant Discharge Elimination System (NPDES) General Permit and Stream Maintenance Program-2 Permits, including Storm Water Pollution Prevention Plan preparation, and installation of Best Management Practices (BMPs);
2. Traffic control;
3. Clearing and grubbing within the project limits, including the removal of vegetation, and other miscellaneous items;
4. Sediment removal in Matadero Creek including testing and disposal;
5. Saw cut, demolition, and disposal of channel bank concrete lining;
6. Reconstruction of concrete bank lining with dowels into existing concrete, and weep holes;
7. Control of water; including dewatering system, pumps, force mains, and proper diversion of upstream drainage and channel flows;
8. Handling and disposal of groundwater flows that are byproducts of the required construction;
9. Handling of the City's Pump Station's discharge and diversion of storm drain runoff from outfalls;
10. Identification of utilities vertical and horizontal location;
11. Establishment of construction staging areas;
12. Cleaning of weep holes;
13. Non-shrink grouting;
14. Epoxy concrete repair in San Tomas Aquino Creek;
15. High early strength fiber reinforced concrete bonded layer for San Tomas Aquino Creek;
16. Construction of new concrete bank slope lining at Matadero Creek at West Bayshore Road;
17. Expansion joints within high early strength fiber reinforced concrete using fiberglass rebar;
18. Potholing and protection of existing utilities within and immediately adjacent to the project limits; and
19. Other miscellaneous construction work and items necessary to satisfactorily complete the work

Contract Change Orders

No contract change orders were executed for this contract. Various cost reduction for quantity adjustments attributed by value engineering; non-implementation of supplemental bid items such as winterization, resulted in a net savings amount of \$219,810.00 less than the original contract award amount.

Table 1 presents a summary of the construction contract and contingency amounts

Description	Contract Amount	Contingency Amount
Original Contract (Board Approved)	\$1,650,750.00	\$165,075.00
Cost Reduction Net Savings	<\$219,810.00>	\$165,075.00
Final Contract Amount and Remaining Contingency	\$1,430,940.00	\$165,075.00

Acceptance of the Work and Recording Notice of Completion Contract

The California Civil Code allows an owner or its agent to execute a Notice of Completion of Contract and Acceptance of the work by the Board. The Notice of Completion of Contract and Acceptance of Work is included in Attachment 1. The Designated Engineer has determined that the work has been completed, to the best of his knowledge, in accordance with the plans and specifications, and recommends acceptance. The Designated Engineer's Recommendation of the Construction Contract Acceptance is included in Attachment 2. The Project Completion Letter is included in Attachment 3. Photos of the completed Project are included in PowerPoint Presentation of Construction Summary in Attachment 4.

Construction Contract Retention

California law requires the District to release contract retention in accordance with certain time frames, which will commence once the Notice of Completion is recorded at the Santa Clara County Clerk-Recorder. Interest payment on retention due to the contractor may be avoided by meeting the requisite deadlines.

The District is currently withholding retention funds totaling approximately five percent (5%) of the contract amount (\$71,547.00) in accordance with the Public Contract Code. Per the construction contract documents, the District is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or the contract.

FINANCIAL IMPACT:

The Project has been completed and no additional funding is recommended. As indicated in the Table 1, the original contract amount of \$1,650,750.00 was decreased to the final contract amount of \$1,430,940.00, a reduction of approximately 13.3%. The remaining unspent encumbrance amount of \$219,810.00 together with the originally approved 10% contingency fund of \$165,075.00, resulting in a total of saving of \$384,885.00 which will be released to the Watersheds Asset Rehabilitation Program (WARP) budget and will be available to be spent for the other future projects within WARP.

The City will reimburse \$227,000.00 to the District's Fund 12 for rebuilding the damaged left bank under West Bayshore Road.

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: Notice of Completion of Contract and Acceptance of Work
- Attachment 2: Construction Contract Acceptance
- Attachment 3: Project Completion Letter
- Attachment 4: PowerPoint
- Attachment 5: Project Delivery Process Chart

UNCLASSIFIED MANAGER:

Ngoc Nguyen, 408-630-2632



5750 Almaden Expressway
San Jose, CA 95118-3686
Phone: (408) 265-2600

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Directors of Santa Clara Valley Water District, State of California, pursuant to law, that work to be performed under the contract heretofore made and executed by and between Santa Clara Valley Water District, as Owner therein, and **PMK Contractors, LLC 1580 Chabot Court, 2nd Floor, Hayward, CA 94545** as Contractor therein, bearing the date **July 19, 2018** for the construction of **Matadero Creek Sediment Removal & Erosion Repair and San Tomas Aquino Creek Erosion Repair Project, Contract No. C0626, and Project No. 62084001** and appurtenant facilities upon lands of said District known as **Matadero Creek from West Bayshore Road to Louis Road; San Tomas Aquino Creek from Williams Road to USGS Gage; and San Tomas Aquino Creek from Virginia Avenue to Smith Creek Confluence** situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the said Contractor, and the said work was accepted by the said District Board of Directors on behalf of said District on **March 12, 2019**.

That upon said contract, **Indemnity Company of California; PO Box 19725, Irvine, CA 92623 (Bond No. 507973P)** was surety on the bond given by said **PMK Contractors, LLC** the said Contractor, as required by law;

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

That the address of said District is 5750 Almaden Expressway, San Jose, California 95118.

IN WITNESS WHEREOF, pursuant to the order of the Board of Directors made and given on **March 12, 2019** authorizing and directing the execution of this instrument, the said District has caused these presents to be executed in its name, authenticated by the signature of the Clerk of the said Board of Directors on **March 12, 2019**.

Clerk/Board of Directors
Santa Clara Valley Water District

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

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

Executed on **March 12, 2019**, at San Jose, California.

Clerk/Board of Directors
Santa Clara Valley Water District

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SANTA CLARA VALLEY WATER DISTRICT

RECOMMENDATION OF THE CONSTRUCTION CONTRACT ACCEPTANCE

In accordance with **Article 9.14, Final Inspection of Work**, of the contract specifications, a final inspection was conducted on December 6, 2018, for the Matadero Creek Sediment Removal & Erosion Repair and San Tomas Aquino Creek Erosion Repair Project, Contract No. C0642, Project No. 62084001. The Project Completion Letter dated February 12, 2019 indicates that the work was completed in accordance with the requirements of the contract.

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

Recommended By:

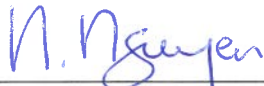


Roger Narsim, P.E., P.L.S.
Engineering Unit Manager
Designated Engineer's Representative



Date

Concurrence:



Ngoc Nguyen, P.E.
Deputy Operating Officer
Watersheds Design and Construction Division



Date

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February 12, 2019

Keith Dorsa
Project Manager / Senior Estimator
PMK Contractors
1580 Chabot Court, 2nd Floor
Hayward, CA 94545

Ref: Matadero Creek Sediment Removal & Erosion Repair and San Tomas Aquino Creek
Erosion Repair Project
Project No. 62084001, Contract No. C0642

Subject: Project Completion Letter

Dear Mr. Dorsa,

In accordance with Contract Specifications Section 11.01.05. *Project Completion*, this serves as the Project Completion Letter for the subject contract and establishes the completion of the project.

A Final Inspection for the subject project was performed on December 6th, 2018. Completion of all deficiency list items and closeout Documents has been attested to by Santa Clara Valley Water District (District) staff.

The District is in receipt of the Project Completion Letter dated February 11th, 2019 from PMK Contractors.

Therefore, in accordance with Contract Specification Section 11.01.06. *Acceptance of Work*, I, Neil Hannan, will recommend that the District Board of Directors formally accept the Work for this contract.

Sincerely,



Neil Hannan
Resident Engineer

cc: R. Narsim, J. Lo, C. Krueger, K. Dorsa, A. Taiyab

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Matadero Creek Sediment Removal & Erosion Repair and San Tomas Aquino Creek Erosion Repair Project

Notice of Completion of Construction Contract

March 12, 2019

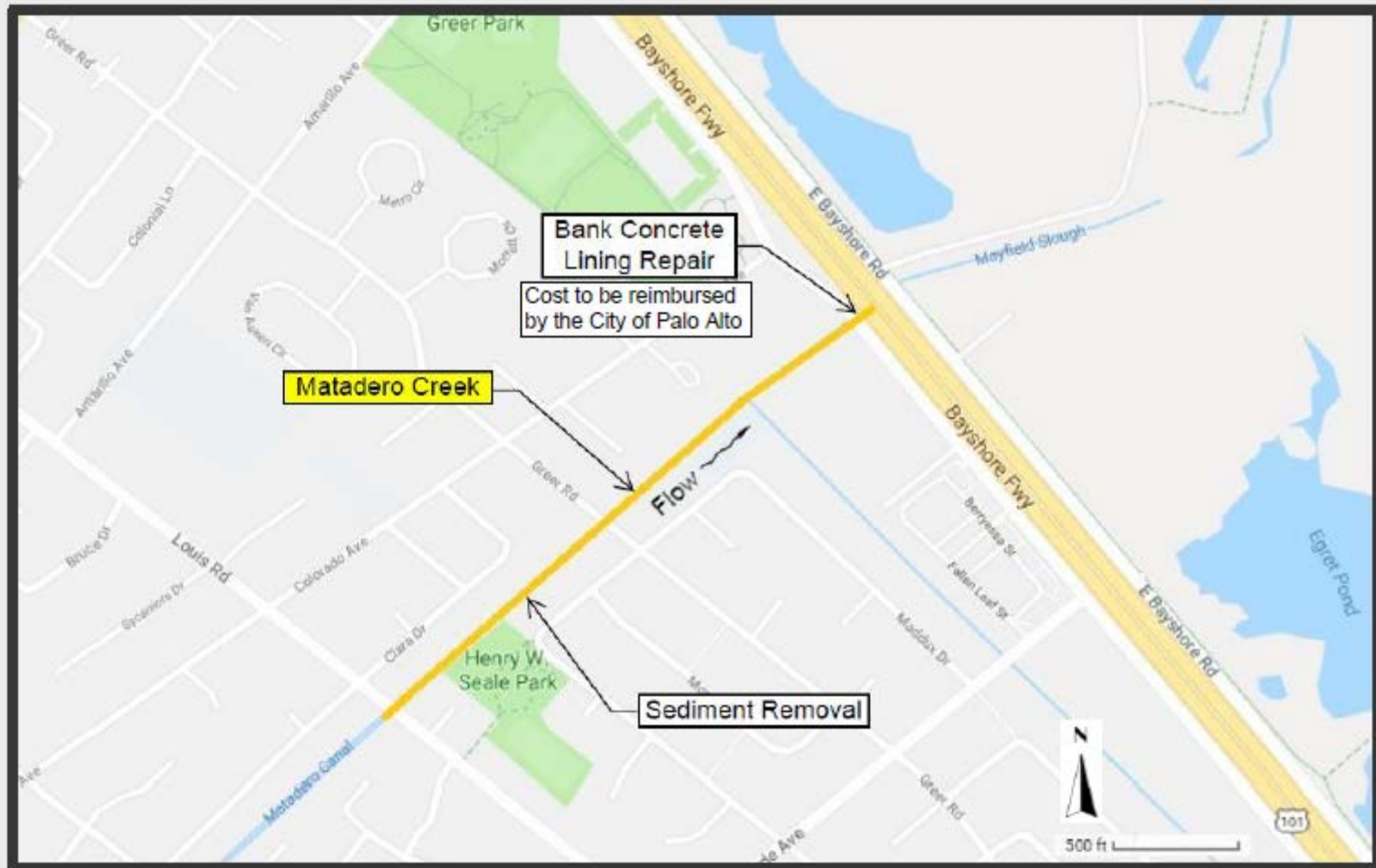


Presentation Topics

- ▶ Project Location (four sites), Objective, and Description
- ▶ Project Construction Costs
- ▶ Construction Photos



Project Location (site 1 & 2) – Matadero Creek



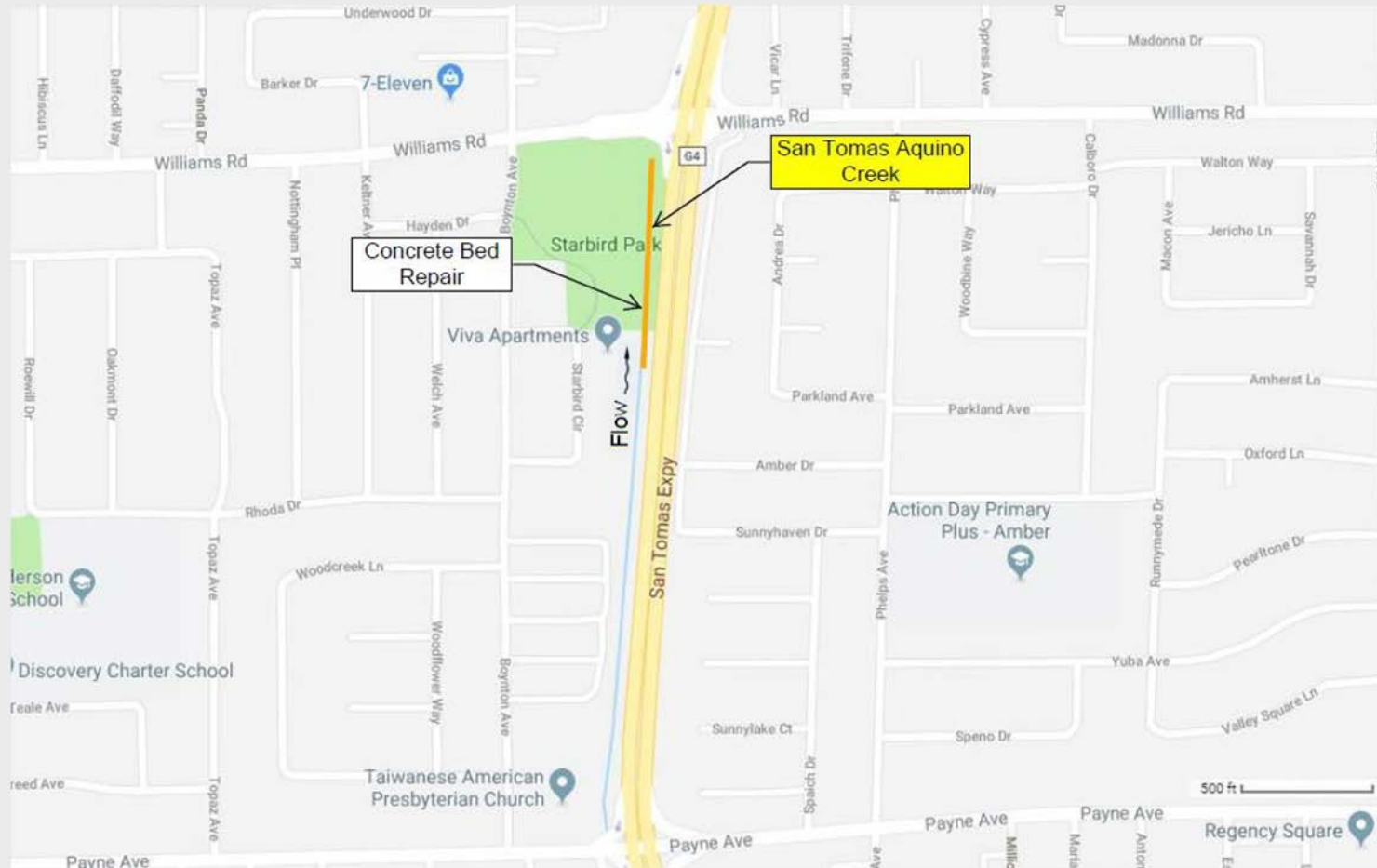
Matadero Creek Sediment Removal and Erosion Repair Project – City of Palo Alto

Santa Clara Valley
Water District

Attachment 4
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Project Location (site 3) – San Tomas Aquino Creek Segment 1



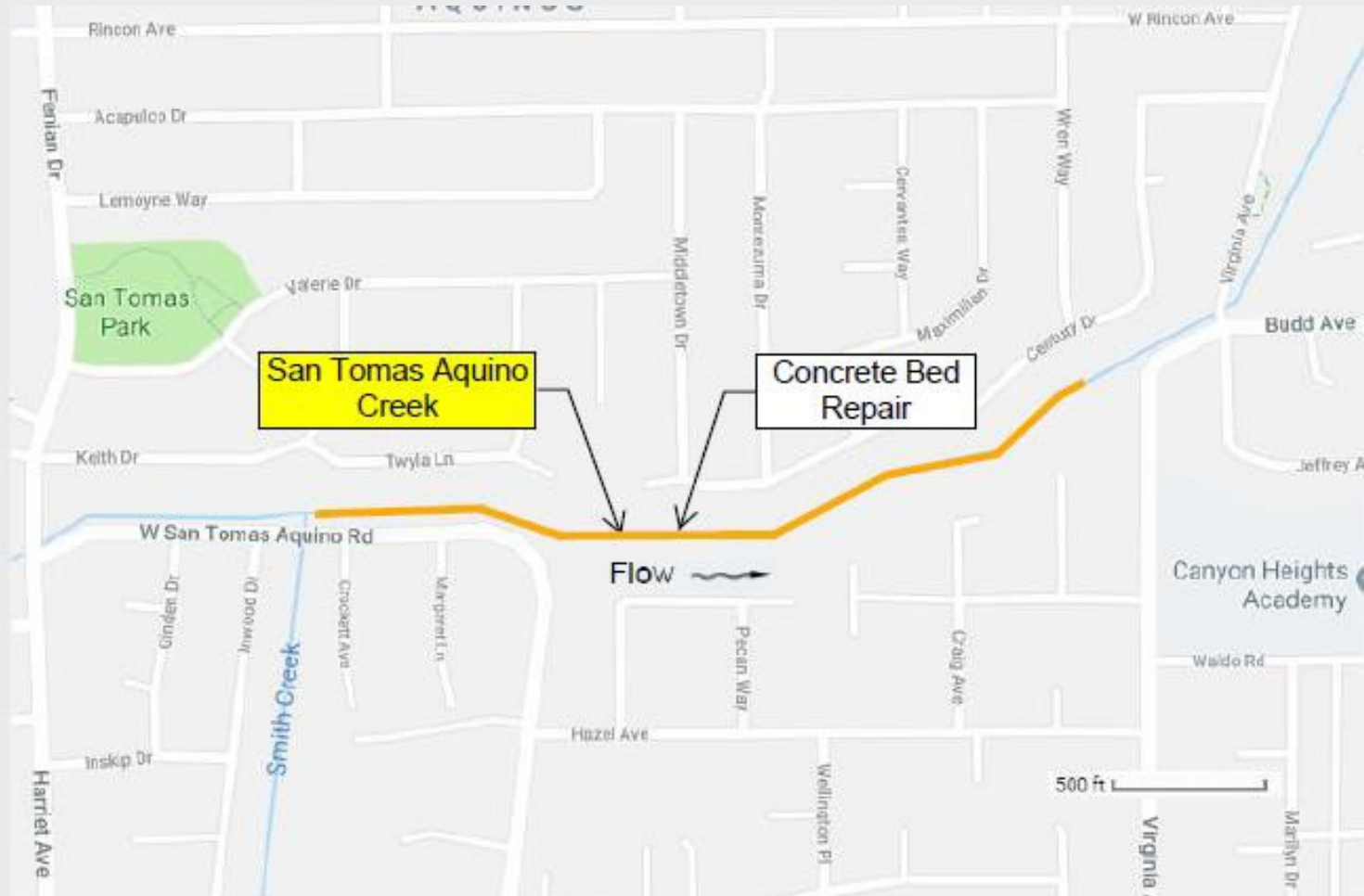
San Tomas Aquino Creek Erosion Repair Project Downstream – City of San Jose

Santa Clara Valley
Water District

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Project Location (site 4) – San Tomas Aquino Creek Segment 2



San Tomas Aquino Creek Erosion Repair Project
Upstream – City of Campbell and City of San Jose

**Santa Clara Valley
Water District**

Attachment 4
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Project Objectives

1. Rebuild the damaged left bank (looking upstream) under West Bayshore Road at Matadero Creek (cost to be reimbursed by the City of Palo Alto);
2. Remove sediment from West Bayshore Road to Louis Road at Matadero Creek;
3. Rehabilitate the damaged concrete channel bed at San Tomas Aquino Creek from Virginia Avenue to Smith Creek confluence; and
4. Rehabilitate the damaged concrete channel bed at San Tomas Aquino Creek from Williams Road to USGS Gage.



Project Construction Costs

► Construction:

- \$1,650,750.00–Contract Award Amount
- \$165,075.00–10% Contingency
- \$1,430,940.00–Final Contract Amount (13.3% Decrease)
- \$384,885.00 –Total Savings (including contingency funds) available for transfer to WARP

► Funding Source:

- Watersheds Stream Stewardship Fund 12
- Reimbursement from the City of Palo Alto : \$227,000.00.



Pre-Construction Photos – Matadero Sediment Removal

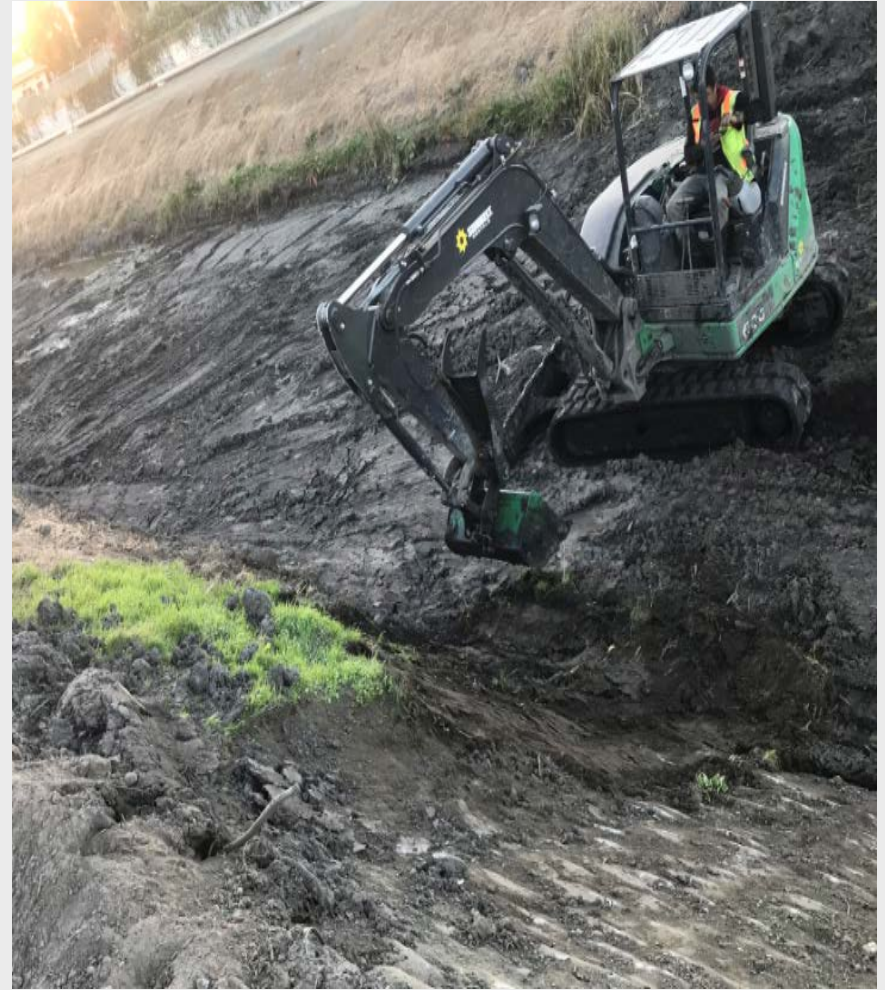


Santa Clara Valley
Water District

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Construction Photos – Matadero Sediment Removal

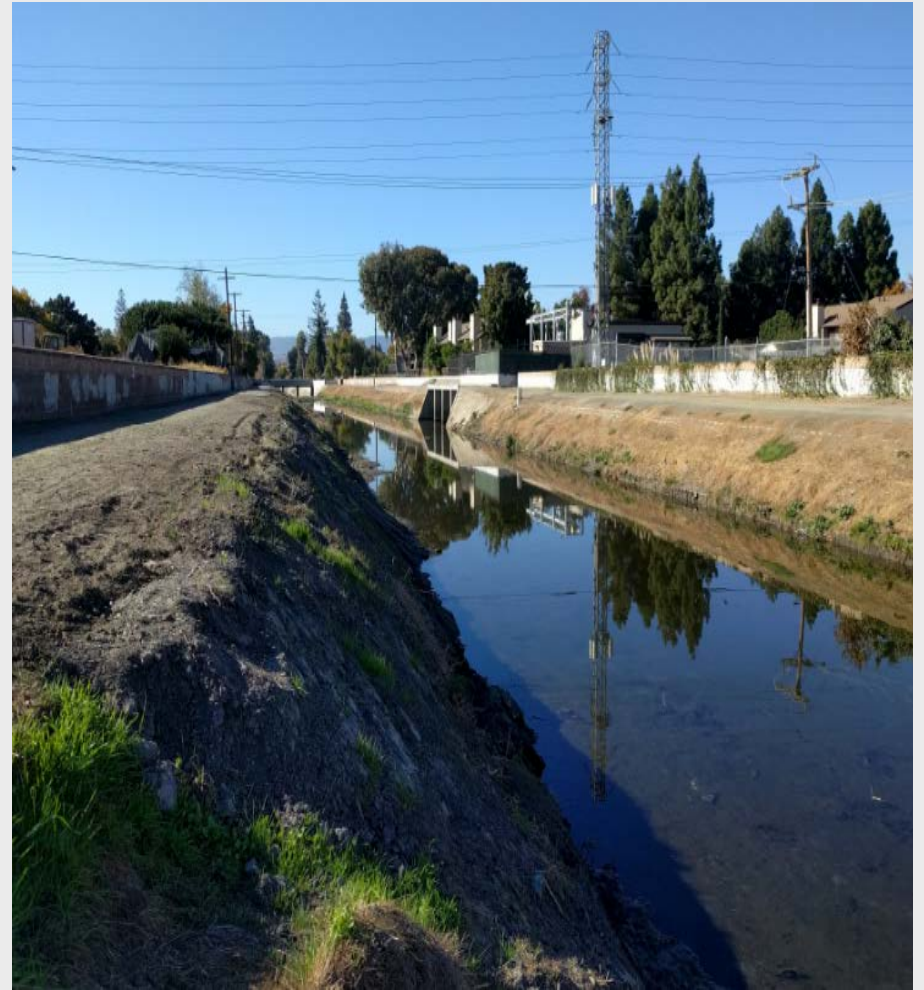


Santa Clara Valley
Water District

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Post-Construction Photos – Matadero Sediment Removal



Santa Clara Valley
Water District

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Pre-Construction Photos – Matadero Channel Lining Repair

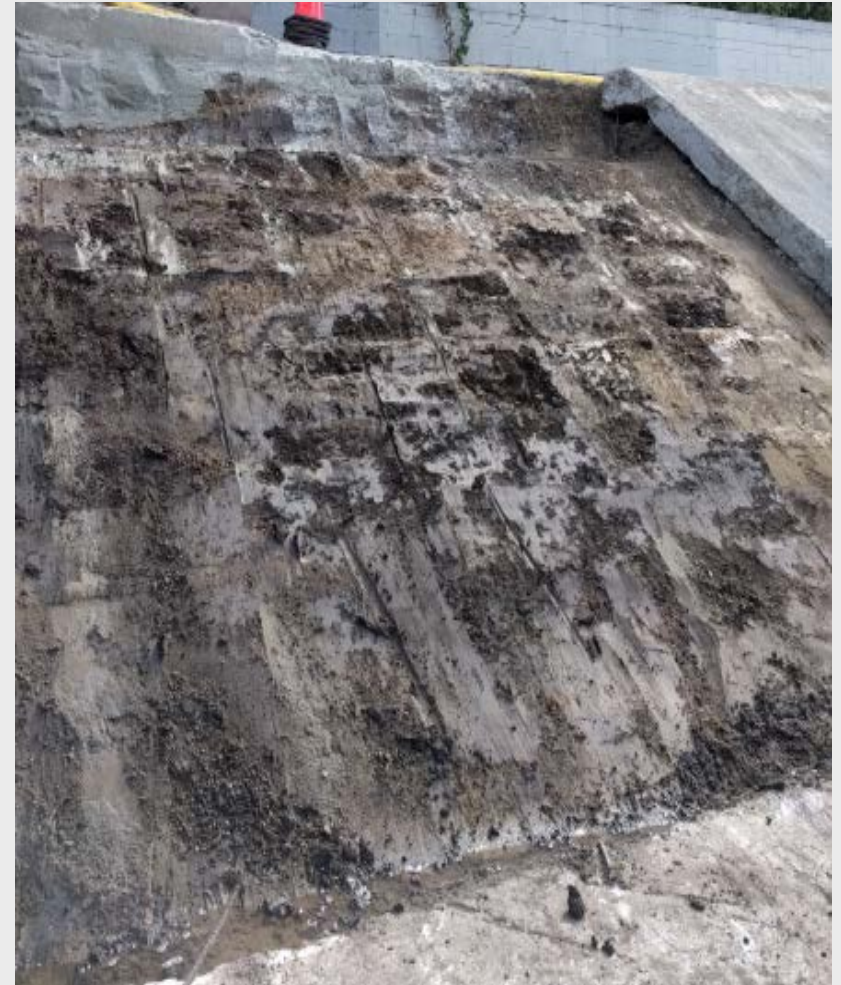


Santa Clara Valley
Water District

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Construction Photos – Matadero Channel Lining Repair

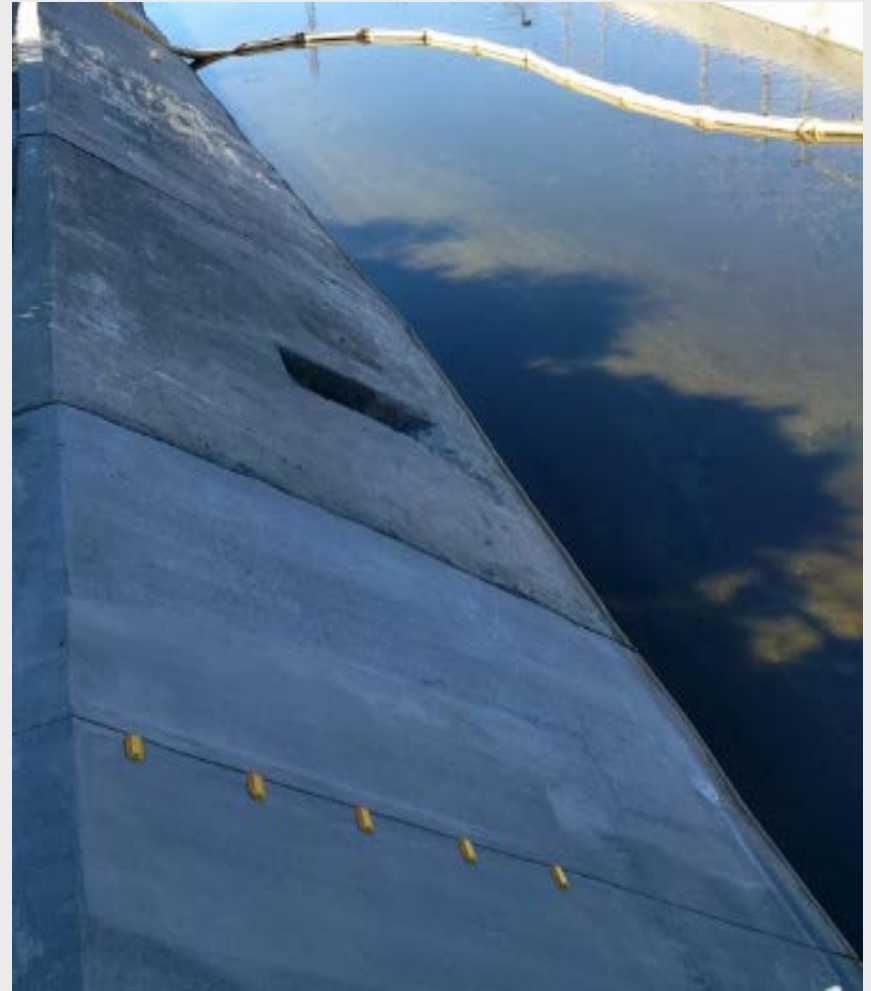


Santa Clara Valley
Water District

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Post-Construction Photos – Matadero Channel Lining Repair

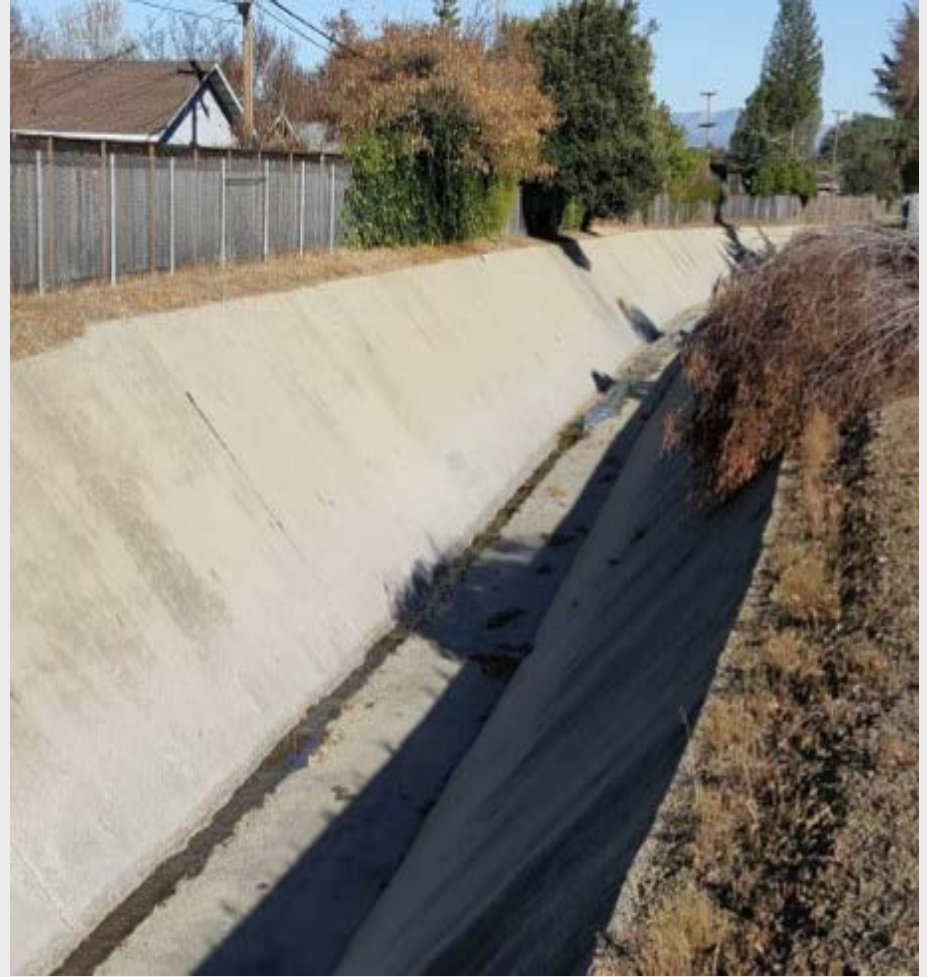


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Water District

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Pre-Construction Photos – San Tomas Upstream

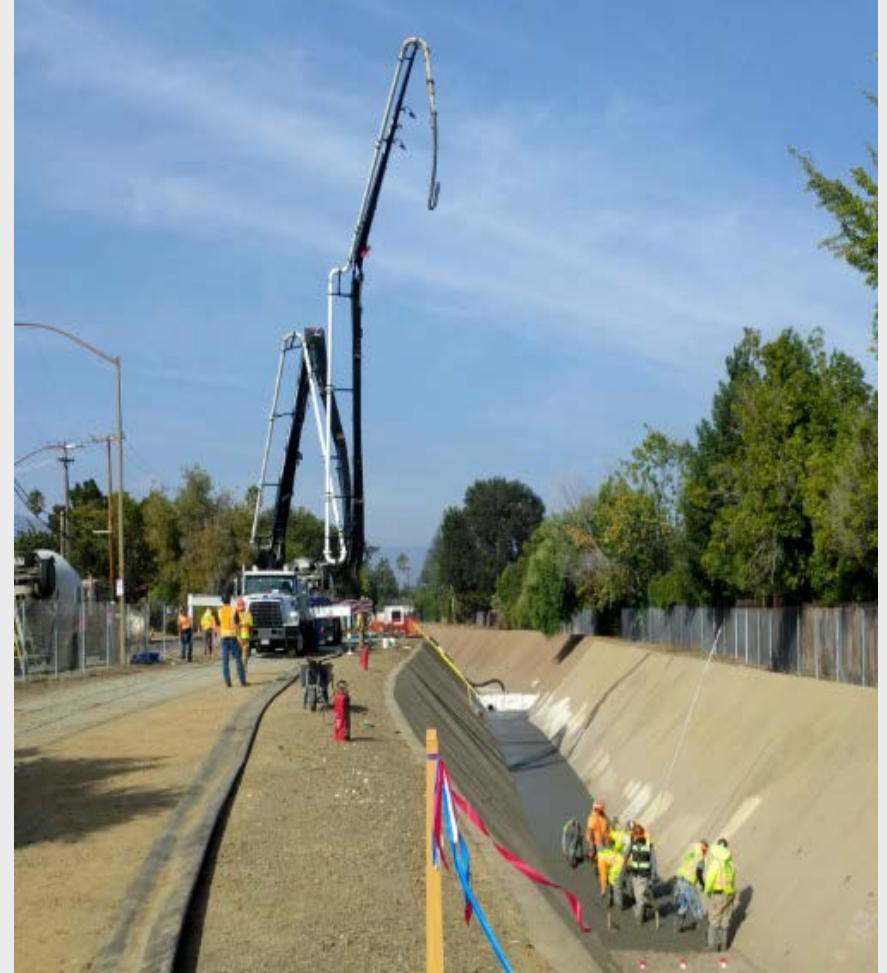


Santa Clara Valley
Water District

Attachment 4
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Construction Photos – San Tomas Upstream

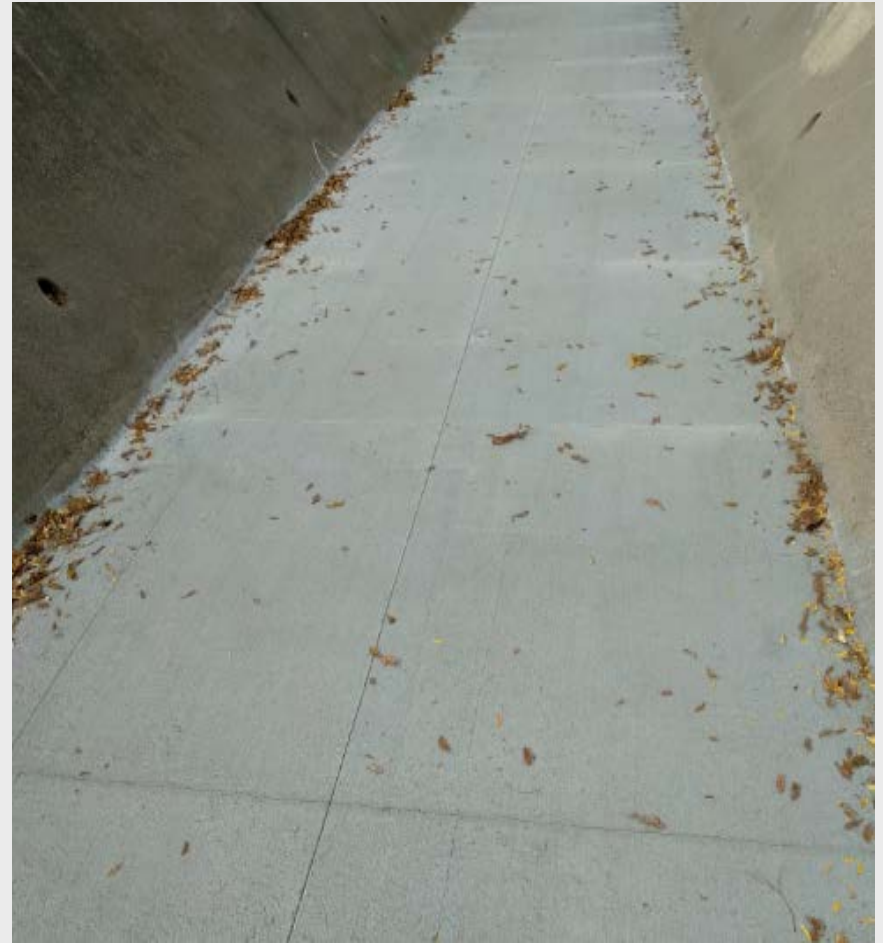


Santa Clara Valley
Water District

Attachment 4
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Post-Construction Photos – San Tomas Upstream

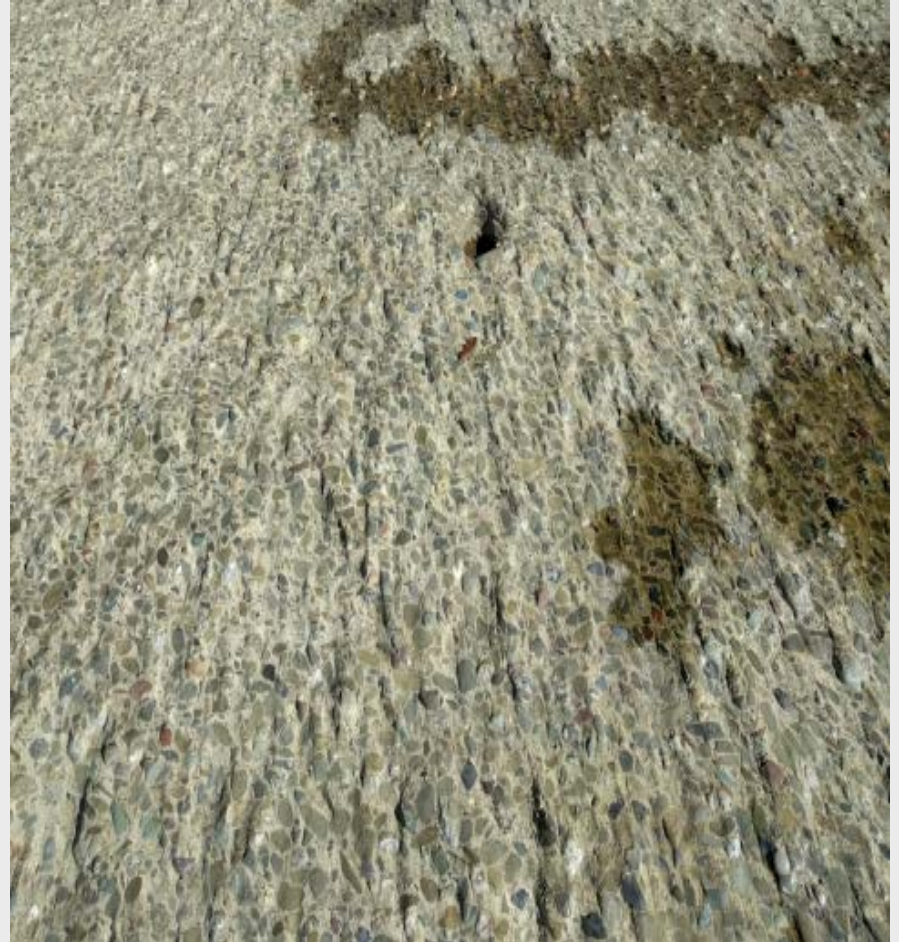


Santa Clara Valley
Water District

Attachment 4
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Pre-Construction Photos – San Tomas Downstream

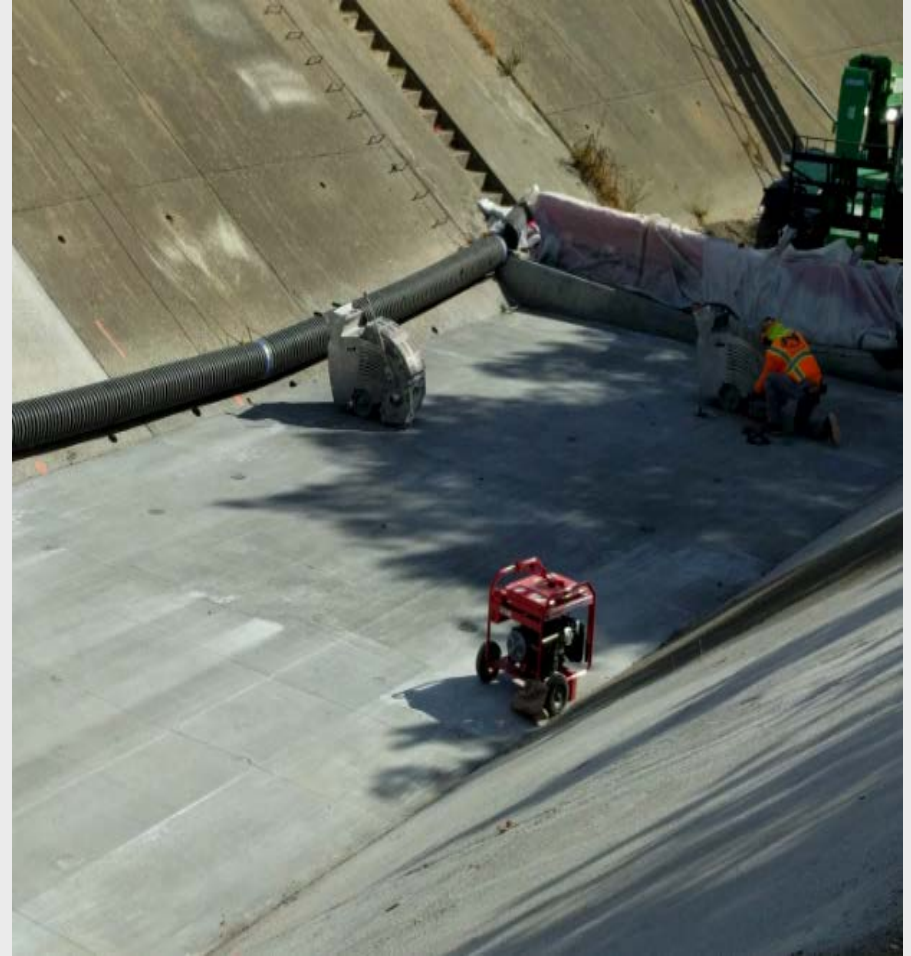


Santa Clara Valley
Water District

Attachment 4
Page 17 of 19



Construction Photos – San Tomas Downstream



Santa Clara Valley
Water District

Attachment 4
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Post-Construction Photos – San Tomas Downstream



Santa Clara Valley
Water District

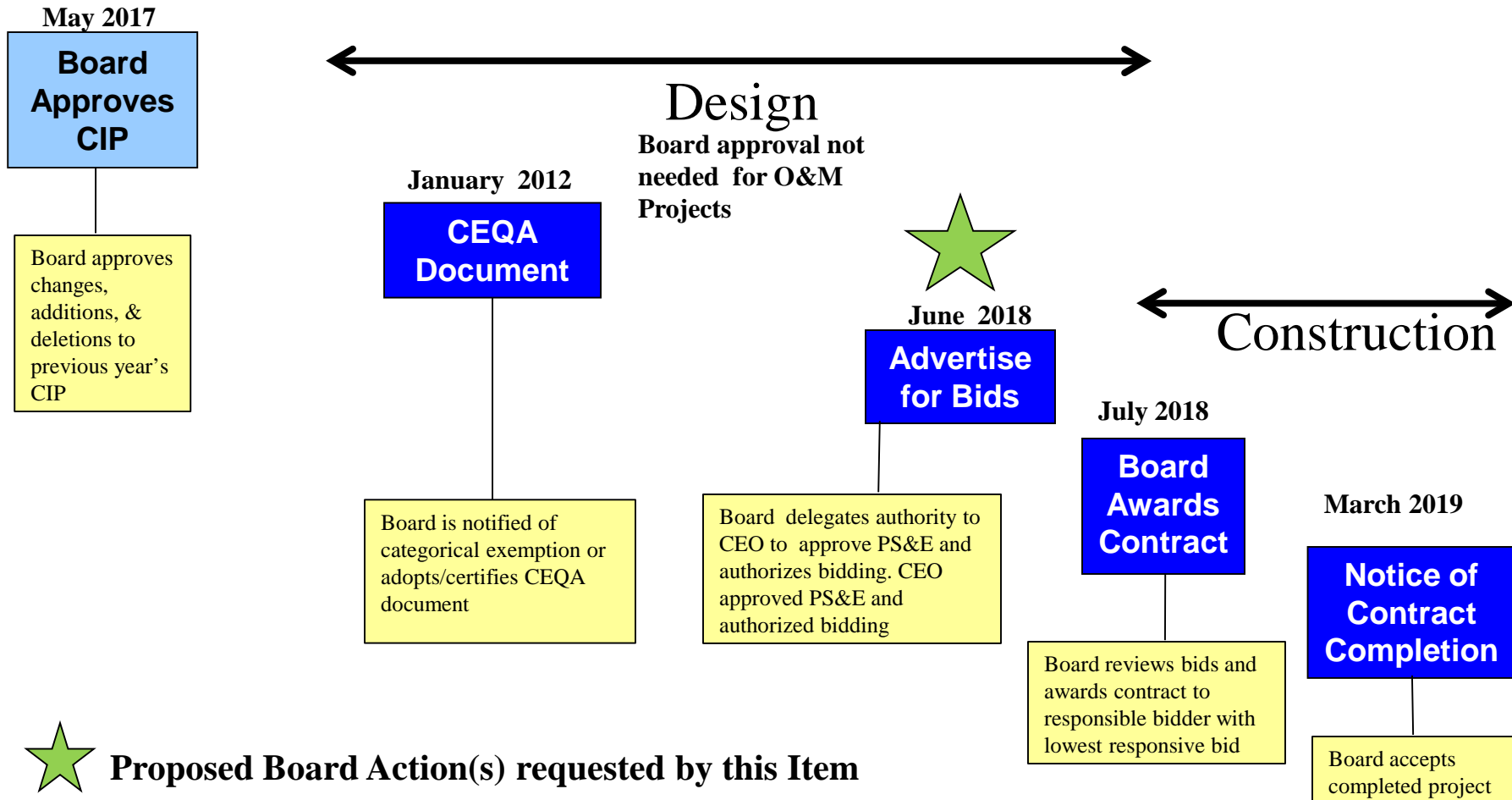
Attachment 4
Page 19 of 19



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Project Delivery Process

Matadero Creek Sediment Removal & Erosion Repair and San Tomas Aquino Creek Erosion Repair Project



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File No.: 19-0216

Agenda Date: 3/12/2019

Item No.: 3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Resolution Declaring March 25-31, 2019, as a Week of Public Service in Honor of César Chávez.

RECOMMENDATION:

- A. Recognize and observe March 25-31, 2019, as a week of public service in honor of César Chávez; and
- B. Adopt the resolution DECLARING MARCH 25-31, 2019, AS A WEEK OF PUBLIC SERVICE IN HONOR OF CESAR CHAVEZ.

SUMMARY:

Each year, Californians celebrate the life and work of César Chávez, an American farm worker, labor leader, and civil rights activist, who, with Dolores Huerta, co-founded the National Farm Workers Association (later the United Farm Workers union, [UFW]). On Monday, April 1, 2019, California will observe the day as the official state holiday for commemorating his contributions.

Celebrating his legacy gives us all the opportunity to reflect upon the values that César Chávez applied in his work: service to others, sacrifice, self-determination, non-violence, innovation, environmental protection, and community. Chávez and UFW achieved the following:

- The first collective bargaining agreement between farm workers and growers in the continental United States.
- The first union contracts requiring rest periods, clean drinking water, hand washing facilities, and protective clothing against pesticide exposure.
- The first ban on pesticide spraying while workers were in the fields.
- The first ban on DDT (dichloro-diphenyl-trichloroethane) and other dangerous pesticides.
- The first and only performing pension plan for retired farm workers.

In recognition of the life and work of César Chávez, the District's Employee Resource Group,

Organization for Latino Affairs (OLA) will be focused on educating and promoting his legacy to the District employees by hosting a live presentation and video on March 28, 2019 during the lunch hour.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Norma Camacho, 408-630-2084

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

RESOLUTION NO. 19-

**DECLARING MARCH 25 TO MARCH 31, 2019, AS A WEEK OF
PUBLIC SERVICE IN HONOR OF CÉSAR CHÁVEZ**

WHEREAS, César Chávez recognized that for many people, spanning many generations and many ethnicities, the path to a better life frequently begins in the fields. For many farm workers, the American Dream means a life of self-sacrifice, hard work, and perseverance; and

WHEREAS, in San Jose, César Chávez was introduced to the social teachings of the Catholic Church and trained in community organizing strategies and tactics. César Chávez and Fred Ross, an organizer for the Community Service Organization (CSO), established CSO chapters across California and Arizona during the 1950s, helping Latinos register to vote, pushing for basic public services and infrastructure in the barrios, peacefully battling police brutality and racial discrimination, and creating the most effective Latino civil rights group of its era; and

WHEREAS, in 1965, in a partnership with a union of Filipino American farm workers, César Chávez organized a major strike against grape growers in California. The following year César Chávez led an unprecedented 340-mile march, from Delano to Sacramento that placed the farm workers' plight before the conscience of the American people. Supporters carried slogans with the words "HUELGA" (strike) and "VIVA LA CAUSA" (long live our cause), advocating for improved compensation and labor conditions. Later efforts resulted in the enactment of California's historic Agricultural Labor Relations Act of 1975, the first and still the only law in the nation to "encourage and protect" the right of farm workers to organize and bargain with their employers; and

WHEREAS, César Chávez successfully increased public awareness of farm worker working conditions. To many Californians the farm workers' struggles are an issue from the past, a belief reflected by the fact that farm worker suffering typically takes place in remote areas far from cities, thereby rendering farm workers invisible to our society. The fruits and vegetables that we enjoy in our daily lives are produced by farm workers who often endure long hours of backbreaking work and still face challenges such as inadequate enforcement of pesticide, safety, and labor protection laws in the fields; and

WHEREAS, through countless strikes, boycotts, marches, and fasts that produced many victories and some defeats, César Chávez never stopped his peaceful battles on behalf of the farm workers with whom he shared his life. His dedication to his work earned him the respect of some of our greatest political and civil rights leaders, including Senator Robert Kennedy, Dr. Martin Luther King Jr., and Reverend Jesse Jackson. César Chávez's motto in life, "Sí Se Puede!" or "Yes We Can!" has served as an inspiration not only for Latinos, but for working Americans of all walks of life.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes March 25 to March 31, 2019, as a week of public service in honor of César Chávez.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on March 12, 2019:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

LINDA J. LEZOTTE
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

File No.: 19-0180

Agenda Date: 3/12/2019

Item No.: 3.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Membership Nomination for Committee Appointment to the Agricultural Water Advisory Committee.

RECOMMENDATION:

Consider nomination for a two-year membership appointment of Mr. Brent Bonino to the Agricultural Water Advisory Committee.

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 for the Agricultural Water Advisory Committee is submitted for Board appointment consideration in accordance with Board Resolution 15-28, Providing for and Defining the Structure and Function of Board Committees (Attachment 2). The respective committee application for a new nominee is included as (Attachment 1).

Applicant Name	Nominating Director	Nomination (2-year term)	Membership Category	Board Action: Appointment
Brent Bonino	Director LeZotte	Ag Water	District 4	Appointment

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 2018-2019.

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.: 19-0180

Agenda Date: 3/12/2019
Item No.: 3.4.

ATTACHMENTS:

Attachment 1: Bonino Application

Attachment 2: SCVWD Resolution No. 15-28

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711



19 JAN 22 AM 10:50

APPLICATION FOR A SANTA CLARA VALLEY WATER DISTRICT COMMITTEE

F720D01 (B) (1-19-12)

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: <i>Ag Advisory Board</i>			
Name (First, Middle, Last): <i>Brent Bonino</i>			
Home Phone:	Work Phone:	Cell Phone:	Fax:
Mailing Address: (Street Address, City, State, ZIP)			
E-mail:			
If Applicable, Present Employer (Name and Address): <i>LSB Farm</i> <i>585 Fitzgerald Ave San Martin, CA 95046</i>		Job Title: <i>Manager</i>	
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:

C. INTEREST AND AVAILABILITY

How did you hear about this committee opening?

☐ District Website

☐ Director (please specify):

☐ Committee Member (please specify):

☒ Other (please specify): Rust Bonura

Please describe your interest in serving on this committee:

I am very interested in learning about the water issues in our county

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

I was born and raised on a farm in this county and have knowledge about Ag water.

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

I could give a first hand Ag perspective to the committee.

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 believe so. I could not find schedule of committee meetings on website

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:

Phone:

2. Name:

Phone:

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.

Applicant Signature

Date Signed

1/15/19

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

RESOLUTION 15-28

**PROVIDING FOR AND DEFINING THE STRUCTURE AND FUNCTION OF
ADVISORY COMMITTEES TO THE SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS AND REPEALING RESOLUTION 14-102**

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; and
3. Santa Clara Valley Water Commission.

1.0 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 (Commission):** water supply, flood protection, and environmental stewardship.
- 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.

2.0 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.
- 2.2 Committee members and alternates (where applicable) 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 Board appointed Committee members shall be held over until they are reappointed or successors are appointed by the Board.
- 2.4 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.
- 2.5 Board member nominee appointments to Committees shall be subject to a majority vote of a quorum of the Board.
- 2.6 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.
- 2.7 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.

3.0 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, each for a term of one year commencing on January 1 and ending on December 31 and for no more than two consecutive terms. The Committee shall elect its 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.
- 3.2 The Chairperson 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.

4.0 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.

5.0 SUB-COMMITTEES

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

BE IT FURTHER RESOLVED that Resolution No. 14-102 is hereby repealed.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on April 14, 2015

AYES: Directors T. Estremera, N. Hsueh, B. Keegan, D. Kennedy, L. LeZotte, R. Santos, G. Kremen

NOES: Directors None

ABSENT: Directors None

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT

By: 

GARY KREMEN
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC


Clerk/Board of Directors

File No.: 19-0262

Agenda Date: 3/12/2019

Item No.: *3.5.

BOARD AGENDA MEMORANDUM

SUBJECT:

CEO Bulletins for the Weeks of February 22 - 28, and March 1-7, 2019.

RECOMMENDATION:

Accept the CEO Bulletins.

SUMMARY:

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

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

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: 022819 CEO Bulletin

*Attachment 2: 030719 CEO Bulletin

UNCLASSIFIED MANAGER:

File No.: 19-0262

Agenda Date: 3/12/2019
Item No.: *3.5.

Norma Camacho, 408-630-2084

To: Board of Directors
From: Norma J. Camacho, CEO

Chief Executive Officer Bulletin Week of February 22-28, 2019

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>	Dave's Creek Coastal Habitat Education and Environmental Restoration Update
<u>2</u>	State Bill Will Update Valley Water Contracting
<u>3</u>	Purified Water Social Media Campaign Featuring 15 Community Leader Testimonials is Scheduled to Launch in March 2019
<u>4</u>	<u>Kremen</u> Our Level of Service objective for water supply is to survive the drought planning scenario (1987-92 followed by 1976-77) with no more than 20% rationing from a total system demand of 265 MGD...We need to plan for each year as if it is the beginning of our drought planning scenario. I-19-0001

Dave's Creek Coastal Habitat Education and Environmental Restoration Update

Mr. Herman Garcia of Coastal Habitat Education and Environmental Restoration (CHEER) has approached Valley Water on several occasions to discuss a potential project to pipe water from the outlet of Uvas Reservoir approximately 800 feet up a small tributary below the dam called Solis Creek, also known as Dave's Creek. This small tributary has been known to provide spawning habitat for Central Coast Steelhead, but often dries up before the eggs can hatch and the fry are able to make it back to the main stem of Uvas Creek. In high rainfall years, successful spawning in Dave's Creek has been observed to contribute to steelhead reproduction in Uvas Creek.

On February 19, 2019, Valley Water met with Mr. Garcia along with staff from the National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW) and a consultant. It was a productive meeting allowing all parties to ask questions about the proposed project and express any concerns or support. NMFS supports the project and sees it as having a positive effect on the steelhead fishery, however, they would not be issuing any permits for the project and were involved solely to support the project. CDFW generally supported to concept but stated that they

need additional detail and an identification of impacts before they could comment on the permitting process.

Valley Water conveyed general support for helping the fishery and stewardship efforts, but similar to CDFW, needs additional detail about the project before any action could be taken. Some of the information still needed is a detailed plan for how the pipe is to be connected to Valley Water facilities and how much water is being requested. Several other concerns were raised regarding potential impacts to Valley Water reservoir operating permits with CDFW, long term operations and maintenance responsibilities and liability with the private land owners whose land the pipe would have to cross to construct the project. If these questions can be answered, a proposal may be brought to the Board for consideration.

Valley Water requested that CHEER, possibly in partnership with CDFW, submit concept-level engineering drawing showing the site layout, the proposed pipeline and connection, required flow and how this would impact existing reservoir operating permits (and associated environmental flow requirements), and an operations and maintenance plan, to allow Valley Water to determine next steps for moving the project forward.

For further information, please contact Kurt Arends at (408) 630-2284.

State Bill Will Update Valley Water Contracting

On February 19, 2019, AB 707, Valley Water's sponsored state legislation, was introduced by Assembly Member Ash Kalra (D-San José). The bill will increase our agency's cost threshold for formal bidding on public works projects from \$25,000 to \$50,000, and will authorize the Valley Water Board to increase that amount by up to two (2) percent per year to keep up with inflation. These changes not only will enable Valley Water to more efficiently contract for small projects, but also will provide more opportunities for small businesses and for women and minority-owned businesses to compete for these minor public works.

Valley Water's formal bidding threshold was last updated by SB 1860 (Costa, 1998), more than 20 years ago. Since that time, inflation has eroded the purchasing power of the \$25,000 threshold to the extent that even simple projects such as erecting a fence or installing a warehouse garage door require a costly and time-consuming formal bidding process. With an updated threshold, these small projects would be subject to an informal process in which quotes are solicited from known responsible contractors and the project is awarded to the one best suited to do the work.

Many women and minority owned businesses are smaller companies that often don't have the staff resources to pursue small public works projects through the formal bidding process, requiring more time, money, and process expertise. Valley Water's informal bidding process for minor public works is simpler for small business and women and minority owned companies because they need only register with the state Department of Industrial Relations, comply with prevailing wage law, and submit an informal bid. By increasing the contacting threshold to \$50,000 we create more opportunities for these small business enterprises and we deliver the projects faster and at a lower cost.

We are pleased to have the co-authorship of Senators Hill and Wieckowski and Assembly Members Berman, Chu, Low, Robert Rivas, and Stone, all of whom are members of the Santa Clara County state legislative delegation. AB 707 will be eligible for hearing in the Assembly policy committee in late March 2019. Currently, Valley Water is recruiting support from advocacy

organizations, local governments, and business groups. If passed by the Legislature and signed by the Governor, the bill would take effect on January 1, 2020.

For further information, please contact Rachael Gibson at (408) 630-2884.

Purified Water Social Media Campaign Featuring 15 Community Leader Testimonials is Scheduled to Launch in March 2019

Staff developed a social media campaign to promote Valley Water's over-arching water reuse messages and taste tests of advanced purified water through testimonials from community leaders. The community leaders learned about the Silicon Valley Advanced Water Purification Center (SVAWPC) and tasted advanced purified water on camera. The leaders voluntarily participated in the campaign and communicated water reuse messages in their own words.

The 15 community leaders featured in the campaign represent a diverse group of leaders from various industries, including healthcare, environment, business and athletics.

The community leaders include:

- Carl Guardino, Silicon Valley Leadership Group
- Chris Wilder, Valley Medical Center Foundation
- David Lewis, Save The Bay
- Diane Fisher, Jewish Federation of Silicon Valley
- Dolores Alvarado, Community Health Partnership of Santa Clara and San Mateo counties (English and Spanish)
- Dr. Lizz Vilardo, Sutter Bay Area Medical Foundations
- Michael Chang, Asian Pacific American Leadership Institute (English and Chinese)
- Michele Lew, The Health Trust
- Reymundo Espinoza, Gardner Family Health Network
- Ronnie Lott, former pro-football player
- Suresh Raman, Save The Bay
- Suzanne St. John-Crane, American Leadership Forum
- Thao Dang, real estate broker (English and Vietnamese)
- Walter Moore, Peninsula Open Space Trust
- Zoe Lofgren, Congresswoman California District 19

The campaign includes digital advertisements and seven (7) testimonial videos: four (4) compilation videos in English and one (1) each in Spanish, Vietnamese and Chinese. The ads and videos will appear on websites and social media sites that target each audience group within Santa Clara County. The campaign is scheduled to start in March 2019, and will run for up to three (3) months.

Valley Water will track the campaign analytics and an evaluation will be conducted at the conclusion of the campaign to measure effectiveness and gauge whether there is an increase in tour registration and a favorable increase in public perception for potable reuse.

This social media campaign is one of the multitudes of public outreach and engagement strategies aimed at building community and stakeholder support for the recycled and purified water program by increasing the public's understanding of the benefits of highly recycled (purified) water, including its potential as a future drinking water source. The ongoing public engagement

strategies include public tours of the SVAWPC, social media, district blog posts, community events/open houses, stakeholder presentations and informational materials in multiple languages, as well as other new social marketing campaigns to be developed later this year.

For further information, please contact Rick Callender at (408) 630-2017.

Kremen

**Our Level of Service objective for water supply is to survive the drought planning scenario (1987-92 followed by 1976-77) with no more than 20% rationing from a total system demand of 265 MGD...We need to plan for each year as if it is the beginning of our drought planning scenario.
I-19-0001**

Valley Water's water supply planning model uses a 94-year hydrology (1922-2015), including several historic droughts of varying length and severity, such as the 1976-1977 drought and the 1987-1992 drought. In comparison, the San Francisco Public Utility Commission (SFPUC) plans their investment strategies to "survive the drought planning scenario (1987-1992 followed by 1976-1977) with no more than 20% rationing."

Per a request from Mr. Peter Drekmeier on January 15, 2019, Valley Water modeled water supply reliability using the SFPUC drought planning scenario for planning year 2040, with SFPUC water delivery reductions resulting from the State Water Quality Control Plan for the San Joaquin Basin (Basin Plan). The SFPUC drought planning scenario is more conservative than Valley Water's planning model hydrology. The SFPUC drought planning scenario, when applied to overall Santa Clara County water supply, results in approximately 10-12% more frequent water shortages in both cases -- with and without the Basin Plan. Valley Water will offer to meet with Mr. Drekmeier to review the modeling results in detail.

For further information, please contact Jerry De La Piedra at (408) 630-2257.

To: Board of Directors
From: Norma J. Camacho, CEO

Chief Executive Officer Bulletin Week of March 1 - 7, 2019

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>	San Jose Water Company's Boil Water Notice (BWN) affects 22 residents
<u>2</u>	South San Francisco Bay Shoreline Project - USACE Project Partnership Agreement Executed
<u>3</u>	Almaden Lake Improvement Project presentation to Almaden Valley Rotary Club
<u>4</u>	Information Technology Launches New Internal Webpage
<u>5</u>	Computer Replacement Program Updates

San Jose Water Company's Boil Water Notice (BWN) affects 22 residents

On Friday, February 15, 2019, San Jose Water (SJW) Company notified Valley Water of a Boil Water Notice (BWN) they had to issue to 22 residents in the City of Campbell. The BWN is the result of a water main in Campbell that was severed by a contractor performing sewer replacement work. The customers affected by this severed main had their water shutoff for a few hours while the repair work was performed. Over the next couple of days SJW coordinated a response including flushing the main, distributing drinking water to the affected residents, as well as coordinating public and city council notifications. The BWN was lifted on the afternoon of Monday, February 18, 2019, and service was back to normal.

For further information, please contact Bhavani Yerrapotu at (408) 630-2735 or Aaron Baker at (408) 630-2135.

South San Francisco Bay Shoreline Project - USACE Project Partnership Agreement Executed

The U.S. Army Corps of Engineers (USACE) has executed the Project Partnership Agreement with Valley Water and California State Coastal Conservancy (Conservancy) for the Construction Phase of the South San Francisco Bay Shoreline EIA 11 Project (Project).

The agreement was entered into on February 14, 2019, for a total project construction cost of \$177,697,234. Valley Water's cost share is estimated to be \$45 million and the Conservancy's cost share is estimated to be \$59 million. USACE is planning to begin construction in January 2020.

For further information, please contact Ngoc Nguyen at (408) 630-2632.

Almaden Lake Improvement Project presentation to Almaden Valley Rotary Club

On Thursday, March 7, 2019, Valley Water provided an update on the Almaden Lake Improvement Project (Project) to the Almaden Valley Rotary Club (Club) at its monthly meeting. The noon presentation was at the Club's invitation and takes place at The Fish Market on Blossom Hill Avenue. This presentation marks the first Project update provided to members of the community since October 2015, when the Project team met with the local Welcome Wagon Club.

Valley Water Board Chair Linda LeZotte will deliver remarks. The update will be provided by the Project team Capital Engineering Manager Rechelle Blank and Associate Engineer Roxanne Grillo, who will serve as the new Project manager.

The presentation will focus on the team's progress to alleviate some of the water quality and environmental challenges associated with the man-made lake. It will spotlight the preferred alternative designs for the lake and its impact on improving fish passage, reducing methylmercury production and providing recreational opportunities for the public. The Project team will also address the Project's schedule, including the pending release in late spring 2019 of the draft Environmental Impact Report.

For further information, please contact Rick Callender at (408) 630-2017.

Information Technology Launches New Internal Webpage

Providing an easy way to troubleshoot issues, research new technologies and quickly find answers is a key element to effective communication. In an effort to place important information at the fingertips of Valley Water staff, the Information Technology Division (ITD) has rolled out a new internal webpage.

Staff can now easily find how to resolve common issues, learn new tips & tricks, see what new technologies are coming from ITD, request assistance with an ITD project and new employees can learn how to get started.

To visit the new pages, please visit <http://www.aqua.gov/information-technology>

For further information, please contact Tina Yoke at (408) 630-2385.

Computer Replacement Program Updates

Ensuring that Valley Water staff have the technology to efficiently complete their work is a top priority of the Information Technology Division (ITD). In alignment with ITD's efforts to modernize and enable mobility, a new process will be introduced to Valley Water's Computer Replacement Program, which provides a new computer every four (4) years for Valley Water staff.

This Spring, a survey will be conducted of all staff due for computer replacement. Staff will be given the opportunity to choose from a selection of Desktop, Laptop and Tablet computers and choose from options including multiple monitors, docking stations and cellular connectivity.

Pending approval from management, staff will be able to trade-in and trade-up to the type of technology that best suits their needs. This process will replace the current practice of a "like for like" replacement. With approximately 65% of Valley Water currently using Desktop computers, a dramatic shift toward laptop and tablet computers is expected, enabling staff to more readily work when away from their desks.

For further information, please contact Tina Yoke at (408) 630-2385.

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File No.: 19-0167

Agenda Date: 3/12/2019

Item No.: 4.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Fiscal Year 2020 Board Work Plan Development and Proposed Committee and Working Group Fiscal Year 2020 Assignments.

RECOMMENDATION:

The Board Policy and Planning Committee recommends that the Board:

- A. Review and approve the draft Goals, Strategies and Focuses for incorporation into the Fiscal Year 2020 Board Work Plan;
- B. Review and approve the proposed committee and working group assignments for Board engagement in its Fiscal Year 2020 Work Plan; and
- C. If Recommendations A and B are approved, direct the Fisheries and Aquatic Habitat Collaborative Effort Ad Hoc Committee and the Diversity and Inclusion Ad Hoc Committee to revise their names and roles and present to the Board for approval.

SUMMARY:

Background

On December 5, 2018, the Board held a Strategic Planning Session to review the current Fiscal Year 2019 (FY19) Board Work Plan and the goals, strategies and focuses therein, along with the corresponding changes, challenges and opportunities. The Board reviewed each goal and its strategies and focuses and identified any additional changes, challenges and opportunities. Based upon that information, the Board then determined whether the goal, strategy and focus could carry over to FY 2020 (FY20) or needed to be revised. The Board also had the opportunity to identify whether any new goals, strategies or focuses needed to be developed.

The Board Policy and Planning Committee (BPPC) was then directed by the Board to review the Board's notes and revisions provided at the December 5, 2018, Strategic Planning Session and synthesize the language to develop the draft FY20 Board Work Plan, along with any required revisions to Board Governance Policies.

Additionally, on December 5, 2018, the Board identified the following general action items listed below for the BPPC to review.

1. Policy - Authority of Board advisory committees to invite speakers.
2. Policy - Authority of the Board Chair to issue a Certificate of Appreciation on behalf of the Board.
3. Planning - Review Board advisory committee effectiveness.

Item's 1 and 2 have been resolved. Item 3 was added to the BPPC's Work Plan on January 22, 2019.

Board Directed Revisions and BPPC Proposed Recommended Edits

The PowerPoint presentation (Attachment 1) includes: the December 5, 2018 Board notes and revisions to the FY19 goals, strategies and focuses; the BPPC's proposed language, including additional proposed alternative language for the Board's consideration; and the proposed committee and working group assignments.

Proposed Committee and Working Group FY20 Assignments

During its review process, the BPPC identified specific goals, strategies and focuses that could be assigned to committees or working groups, as they relate to their charge or focus. Making these assignments will benefit Valley Water and the Board by utilizing the committees to develop and monitor the implementation of these items and report back to the Board with recommendations.

Board approval of these assignments will require the Fisheries and Aquatic Habitat Collaborative Effort Ad Hoc Committee and the Diversity and Inclusion Ad Hoc Committee to revise the names and roles of each committee. In such cases, each committee will develop recommended changes for the Board's review and approval.

Next Steps

Upon receiving Board approval of the Draft FY20 Goals, Strategies and Focuses, they will serve as the basis of the Valley Water's FY20 Budget Message. Additionally, the BPPC will work with staff to incorporate them into the draft FY20 Board Work Plan, which will be presented to the Board for final approval by the end of this fiscal year. The Board Work Plan will also incorporate a narrative of the changes, challenges and opportunities for each of the strategies as identified during the December 5, 2018, Board Strategic Planning Session and the subsequent BPPC review meetings.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

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Fiscal Year 2020 Board Work Plan Development and Proposed Committee and Working Group Fiscal Year 2020 Assignments

March 12, 2019 | Board of Directors Meeting



Valley Water

Clean Water • Healthy Environment • Flood Protection

RECOMMENDATIONS

The BPPC recommends that the Board:



- A. Review and approve the draft Goals, Strategies and Focuses for incorporation into the FY2020 Board Work Plan;
- B. Review and approve the proposed committee and working group assignment for Board engagement in its FY2020 Work Plan; and
- C. If Recommendations A and B are approved, direct the Fisheries and Aquatic Habitat Collaborative Effort Ad Hoc Committee and the Diversity and Inclusion Ad Hoc Committee to revise their names and roles and present to the Board for approval.

WATER SUPPLY

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Ensure current and future water supply for municipalities, industries, agriculture, and the environment is reliable (E-2.1). *Refine language to convey resilient safe, and affordable water supply*

FY19 Strategy 1: Finalize the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE). *Carry forward to FY20*

FY19 Focus: Complete planning, permitting, and other actions necessary to finalize the resolution of the complaint. *Change the word "finalize" to "implement" since the timeline/schedule is more complex than original anticipated*

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: To be developed.

FY20 Strategy 1: Finalize the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE).

FY20 Focus: Expedite early implementation of feasibility studies, monitoring activities, and planning and construction of various fish passage improvements.

Proposed Committee/Working Group Assignment

- Water Conservation and Demand Management Committee (Revise Goal 1: E-2.1)
- FAHCE Ad Hoc Committee (FY20 Strategy 1 and Focus)

WATER SUPPLY

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Ensure current and future water supply for municipalities, industries, agriculture, and the environment is reliable (E-2.1). *Refine language to convey resilient safe, and affordable water supply*

FY19 Strategy 2: Actively Pursue Efforts to Increase Water Storage Opportunities. *Carry forward to FY20*

FY19 Focus: Seek and secure funding sources and partnerships for the Pacheco Reservoir Project. *Add language regarding the "evaluation of feasibility and acceptability of storage opportunities"*

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: To be developed.

FY20 Strategy 2: Actively Pursue Efforts to Increase Water Storage Opportunities.

FY20 Focus: Pursue opportunities to develop surface and groundwater storage projects that align with Valley Water's mission.

Proposed Committee/Working Group Assignment

- Water Storage Exploratory Committee (Strategy 2 and Focus)

WATER SUPPLY

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Ensure current and future water supply for municipalities, industries, agriculture, and the environment is reliable (E-2.1). **Refine language to convey resilient safe, and affordable water supply**

FY19 Strategy 3: Actively Participate in Decisions Regarding the California Water Fix. **Carry forward to FY20**

FY19 Focus: Continue to engage and negotiate financial arrangements to protect Santa Clara County's and the residents' interests through participation serving on the Delta Conveyance Design and Construction Authority (DCA). This Joint Powers Authority is charged with the management of design and construction of the WaterFix facilities. **Make FY20 focus more broad**

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: To be developed.

FY20 Strategy 3: Actively Participate in Decisions Regarding the California Water Fix.

FY20 Focus: As a voice for Northern California, continue to engage and negotiate, through serving on the Delta Conveyance Design and Construction Authority and Finance Authority in adherence to Board approved Guiding Principles, to protect Santa Clara County's interests. Additionally, seek water exchange and transfer opportunities.

Proposed Committee/Working Group Assignment

- California WaterFix Working Group (Strategy 3 and Focus)

WATER SUPPLY

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Ensure current and future water supply for municipalities, industries, agriculture, and the environment is reliable (E-2.1). **Refine language to convey resilient safe, and affordable water supply**

FY19 Strategy 4: Advance Recycled and Purified Water Efforts with the City of San Jose and Other Agencies.
Carry forward to FY20

FY19 Focus: Increase efforts to expand non-potable and advance purified water county-wide by engaging with all cities within the county to determine county-wide interest and prioritization. Work with City of San José to resolve identified issues of land, treated wastewater quality, and reverse osmosis concentrate management. Pursue a Public-Private Partnership (P3) delivery method for the program. **Carry forward to FY20**

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: To be developed.

FY20 Strategy 4: Lead Recycled and Purified Water Efforts with the City of San Jose and Other Agencies.

FY20 Focus: Develop a portfolio of advanced purified water and recycled water sources to meet the 24,000-acre foot target as identified in the 2040 Water Supply Master Plan.

Proposed Committee/Working Group Assignment

- Recycled Water Committee (Strategy 4 and Focus)

WATER SUPPLY

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Ensure current and future water supply for municipalities, industries, agriculture, and the environment is reliable (E-2.1). *Refine language to convey resilient safe, and affordable water supply*

New Strategy 5: *No Regrets Approach*

New Focus: *To be developed*

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: To be developed.

FY20 Strategy 5: Engage and educate the community, local elected officials and staff on future water supply strategies in Santa Clara County.

FY20 Focus: Aggressively implement “no regrets package” as identified in the 2040 Water Supply Master Plan, with emphasis on a leadership role in implementing the model ordinance.

Proposed Committee/Working Group Assignment

- Water Conservation and Demand Management Committee (Strategy 5 and Focus)

WATER SUPPLY

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Ensure current and future water supply for municipalities, industries, agriculture, and the environment is reliable (E-2.1). **Refine language to convey resilient safe, and affordable water supply**

FY19 Strategy 6: Advance Anderson Dam Seismic Retrofit Project. **Carry forward to FY20**

FY19 Focus: Continue to work with appropriate regulatory agencies to review and obtain approval for all project design plans. Release for review and certify the Draft Environmental Report. Continue to inform the public and neighborhoods of the project progress and construction timeline. **Carry forward to FY20.**

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: To be developed.

FY20 Strategy 6: Advance Anderson Dam Seismic Retrofit Project.

FY20 Focus: Continue to work with appropriate regulatory agencies to review and obtain approval for all project design plans. Release for review and certify the Draft Environmental Report. Continue to inform the public and neighborhoods of the project progress and construction timeline (Project Delivery).
Balance flood protection, water supply, and environmental flow requirements appropriately for annual operations prior to completion of the construction of Anderson Dam Seismic Retrofit (Rule Curve).

Proposed Committee/Working Group Assignment

- Annual Board discussion/action (FY20 Focus – Rule Curve)
- Capital Improvement Program (CIP) Committee (FY20 Focus – Project Delivery)

NATURAL FLOOD PROTECTION

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Provide natural flood protection for residents, businesses, and visitors (E-3.1). *Carry forward to FY20*

FY19 Strategy 1: Provide for a Watershed-Wide Regulatory Planning and Permitting Effort. *Carry forward to FY20*

FY19 Focus: At the federal level, expedite U.S. Fish and Wildlife Service permit process and streamline the permit review process. At the state level, continue to pursue legislation (SB 1301 [Beall] Expedited Permitting for Dam Safety and Flood Risk Reduction) to expedite permits for projects that meet certain life-safety criteria, such as projects located in high flood risk watersheds, projects to address high hazard dams with seismic restrictions, and high-risk tidal flood zones of national economic importance, among others. *Broaden the FY20 focus – do not make it so specific to SB1301*

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: Provide natural flood protection for residents, businesses, and visitors (E-3.1).

FY20 Strategy 1: Pursue opportunities to expedite regulatory permit processes and streamline permit reviews.

FY20 Focus: Provide for a Watershed-Wide regulatory planning and permitting effort and pursue other efforts at the state and federal level to expedite permit review

Proposed Committee/Working Group Assignment

- FAHCE Ad Hoc Committee (Strategy 1 and Focus)

NATURAL FLOOD PROTECTION

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 2: Reduce potential for flood damages (E-3.2). **Carry forward to FY20**

FY19 Strategy 1: Ensure Immediate Emergency Action Plans and Flood Protection are Provided for Coyote Creek.
Broaden to look at other creeks

FY19 Focus: Continue to pursue state and federal funding avenues for the Coyote Creek Flood Protection Project. Apply the Emergency Action Plan to other areas in San José and other cities throughout the county. Continue to raise awareness to property along creeks where Valley Water does not have property rights and manage expectations/awareness of owners to the flood risks associated with encroachments, downed trees, etc. **Broaden to look at other creeks**

BPPC Proposed FY20 Work Plan Content

FY20 Goal 2: Reduce potential for flood damages (E-3.2).

FY20 Strategy 1: Ensure Emergency Action Plans and flood preparedness measures are provided jointly with local cities, for Flood Hot Spots throughout the County.

FY20 Focus: To continue to convey the importance of this Natural Flood Protection Goal 2 Strategy 1, the BPPC recommends incorporating language into the Board's FY20 Budget Message, but moving this item to "monitoring," as the committee agreed that this item was being executed successfully by staff and can be removed from the Board's list of priorities for FY20.

Proposed Committee/Working Group Assignment

- Regular Board monitoring (Strategy 1 and Focus)

ENVIRONMENTAL STEWARDSHIP

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Protect and restore creek, bay, and other aquatic ecosystems (E-4.1). Carry forward to FY20

FY19 Strategy 1: Foster a Coordinated Approach to Environmental Stewardship Efforts. Carry forward to FY20

FY19 Focus: At the federal level, expedite U.S. Fish and Wildlife Service permit process and streamline the permit review process. At the state level, expedite permits for projects that meet certain life-safety criteria, such as projects located in high flood risk watersheds, projects to address high hazard dams with seismic restrictions, and high-risk tidal flood zones of national economic importance, among others. Carry forward to FY20

BPPC Proposed FY20 Work Plan Content

The BPPC acknowledges that the concept stated in FY19 Strategy and Focus is duplicative of those under Flood Protection (see slide 9). Therefore, the BPPC proposes the following:

FY20 Goal 1: Protect and restore creek, bay, and other aquatic ecosystems (E-4.1).

FY20 Strategy 1: Attain net positive impact on the environment when implementing flood protection and water supply projects.

FY20 Focus: Ensure environmental stewardship is integrated in flood protection and water supply capital projects and Valley Water's operational projects.

Proposed Committee/Working Group Assignment

- CIP Committee (Strategy 1 and Focus of capital projects)
- Exception reporting by the CEO to the Board (Strategy 1 and Focus of Valley Water's operational projects)

ENVIRONMENTAL STEWARDSHIP

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Protect and restore creek, bay, and other aquatic ecosystems (E-4.1). Carry forward to FY20

New Strategy 2: Collaborate/Strategize with other agencies regarding homeless in creeks

New Focus: To be developed

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: Protect and restore creek, bay, and other aquatic ecosystems (E-4.1).

FY20 Strategy 2: Promote the protection of creeks, bay, and other aquatic ecosystems from threats of pollution and degradation (E-4.1.3).

FY20 Focus: Continue partnership efforts to address homeless encampments along our creeks to protect the ecosystem and water quality of our creeks, the integrity of our infrastructure, and ensure our employees have a safe work environment.

Proposed Committee/Working Group Assignment

- Homeless Encampment Ad Hoc Committee (Strategy 2 and Focus)

BUSINESS MANAGEMENT

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

FY19 Goal 1: Ensure a work environment that is diverse, inclusive, free of discrimination and harassment, and that provides equal opportunity employment. **This is an Executive Limitation not an Ends Policy**

FY19 Strategy 1: Advance Diversity and Inclusion Efforts. **Carry forward to FY20**

FY19 Focus: Develop performance reports on recruitment, hires and promotions. Benchmark with best practices in diversity and inclusion programs. **Carry forward to FY20. The Board also expressed the importance of succession planning and long-term resource planning for a sustainable future.**

BPPC Proposed FY20 Work Plan Content

As the subjects of diversity, inclusion, succession planning, and long-term resource planning are interrelated and are key components of an engaged workforce, the BPPC recommends that the Board develops a new Ends Policy stating the Board's goals and objectives for Valley Water's workforce, and then work with staff to develop strategies and an implementation plan to achieve the goals and objectives.

FY20 Goal 1: To be developed.

FY20 Strategy 1: To be developed.

FY20 Focus: To be developed.

Proposed Committee/Working Group Assignment

- D&I Ad Hoc Committee develops for the Board's consideration a new Ends Policy and associated strategies and implementations plan. The strategies and implementation plan would identify the FY20 focus.

BUSINESS MANAGEMENT

Board Notes/Revisions to FY19 Work Plan for FY20 Work Plan Development

Understand if the level of services Valley Water provides to the public are reasonable and the costs of providing services are affordable and effective.

BPPC Proposed FY20 Work Plan Content

FY20 Goal 1: To be developed.

FY20 Strategy 3: To be developed.

FY20 Focus: Continue to research and pursue feasible revenue sources allowed by the District Act as presented in the memorandum by the working group. BPPC additionally recommends that a new Ends Policy stating the Board's Goals and Objectives for affordable and effective cost of services, and associated strategies to achieve the goals and objectives be developed.

Proposed Committee/Working Group Assignment

- Revenue Working Group

RECOMMENDATIONS

The BPPC recommends that the Board:



- A. Review and approve the draft Goals, Strategies and Focuses for incorporation into the FY2020 Board Work Plan;
- B. Review and approve the proposed committee and working group assignment for Board engagement in its FY2020 Work Plan; and
- C. If Recommendations A and B are approved, direct the Fisheries and Aquatic Habitat Collaborative Effort Ad Hoc Committee and the Diversity and Inclusion Ad Hoc Committee to revise their names and roles and present to the Board for approval.

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Santa Clara Valley Water District

File No.: 19-0292

Agenda Date: 3/12/2019
Item No.: *4.2.

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MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: March 6, 2019

SUBJECT: Summary of February 25, 2019, Board Policy and Planning Committee Meeting

DATE: Director Nai Hsueh,
BPPC Chairperson

This memorandum summarizes the Board Policy and Planning Committee (committee) meeting held on February 25, 2019, where the following Work Plan items were discussed:

A. Draft FY2019-2020 Board Policy Revisions, Work Plan and Budget Message

The committee performed a final review of information collected at the Board's December 5, 2018, strategic planning session, synthesizing and organizing the information in a format for easy review and public understanding. Staff will present the information for Board approval on 3/12/19.

B. Mitigation for Routine Operation and Maintenance

The committee received information on the scope of habitat mitigation required in the conduct of District business, which is assessed through CEQA compliance and through the application and approval process of state and federal regulatory permits. Information was provided on capital project mitigation, with a focus on mitigation requirements for operations and maintenance. This information was presented to help the committee in their review of other policy items on their work plan – use of District property for trails, and maintenance role/responsibility for District-Owned and Non-District-Owned Unimproved/Natural creeks and Creekside Land

C. Policy for Use of District Property for Trails

The committee received information on a proposed trail policy framework (including a trails toolkit), public outreach plan, and timeline developed by a staff task force. Staff reviewed existing Board Governance Policies, CEO Interpretations and Outcome Measures, potential trail impacts and benefits, as well as how to possibly identify compatible, appropriate trail projects through pre-approved criteria. The committee requested that staff come back at the next meeting with additional information on the schedule and process chart, timeline of projects, and how a technical advisory committee would work and who would be invited to participate.

D. Proposed Revisions to Board Advisory Committee Agenda Format

The committee received information on a proposed revised Board Advisory Committee agenda template that would align the advisory committee agendas and work plans with the Board's yearly work plan. The new format will allow regular reports on the Board's priorities, identify subjects where the committees can provide advice to the Board in a timely manner to meet the Board's schedule, and allows distribution of information that may be of interest to committee members. The committee supported staff's draft agenda template and requested that it be brought to the full Board for review and approval.

Thank you,

Nai Hsueh
BPPC Chair

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File No.: 19-0286

Agenda Date: 3/12/2019

Item No.: *4.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Board Policy and Planning Committee Recommendation to Revise the Board Advisory Committees' Agenda Format.

RECOMMENDATION:

Review, provide input and approve the proposed revised Board Advisory Committee agenda format.

SUMMARY:

Board Advisory Committees (Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission) were established to assist the Board with policy review and development, provide comment on activities in the implementation of the District mission, and to identify Board-related issues. The Santa Clara Valley Water District Youth Committee was created to engage the youth in the county on water-related subjects and is not included in this reformat request.

To align the Board Advisory Committees' agendas and work plans with the Board's yearly work plan, staff is proposing to revise the agenda format to allow regular reports on the Board's priorities from the Board's committees and/or Board committee representative, identify subjects where the committees can provide advice to the Board on pre-identified subjects in a timely manner to meet the Board's schedule, and distribute information/reports that may be of interest to committee members. The draft revised agenda format is included as Attachment 1.

On February 25, 2019, the Board Policy and Planning Committee supported staff's proposed draft revisions, and requested that this item be brought to the full Board for review and approval for implementation with the April Advisory Committee agendas.

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: Draft Revised Advisory Committee Agenda
*Handout 4.3-A, T. Mulvey Comments

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

Proposed Agenda Format
BOARD ADVISORY COMMITTEES
(Agricultural Water Advisory Committee,
Environmental and Water Resources Committee, and
Santa Clara Valley Water Commission)

1. CALL TO ORDER: Roll Call.
2. Time Open for Public Comment on any Item not on the Agenda.
3. Approval of Minutes.

4. Standing Business Items.

This item allows the Committee to receive verbal and written updates and discuss the Board's Fiscal Year 2019 Work Plan Strategies. These items are generally informational; however, the Committee may request additional information and/or provide collective input to the assigned Board Committee.

- 1.1 Finalize the Fisheries and Aquatic Habitat Collaboration Effort (FAHCE)
(Report from the FAHCE Ad Hoc Committee)
- 1.2 Actively Pursue Efforts to Increase Water Storage Opportunities
(Report from the Water Storage Exploratory Committee)
- 1.3 Actively Participate in Decisions Regarding the California WaterFix
(Report from EWRC Board Representative)
- 1.4 Advance Recycled and Purified Water Efforts with the City of San Jose and Other Agencies
(Report from the Recycled Water Committee)
- 1.5 Advance Anderson Dam Seismic Retrofit Project
(Report from the Capital Improvement Program Committee)
- 1.6 Provide for a Watershed-Wide Regulatory Planning and Permitting Effort
(Report from the Capital Improvement Program Committee)
- 1.7 Ensure Immediate Emergency Action Plans and Flood Protection are Provided for Coyote Creek
(Report from the Coyote Creek Flood Risk Reduction Ad Hoc Committee)
- 1.8 Foster a Coordinated Approach to Environmental Stewardship Effort
(Report from the EWRC Board Representative)
- 1.9 Advance Diversity and Inclusion Efforts
(Report from the Diversity and Inclusion Ad Hoc Committee)

5. Action Items Requested by the Board

This item identifies specific subjects which the Board has requested advice from the Committee, and are planned for discussion to allow the Committee to provide timely input to the Board in alignment with the Board's schedule.

5.1 January – To be determined by the Board

(Sample: Review Committee Accomplishment Report; Federal Appropriation Requests/Priorities)

5.2 April – To be determined by the Board

(Sample: Groundwater Production Charges, Open Space Credit)

5.3 July – To be determined by the Board

(Sample: Water Supply Master Plan 2040)

5.4 October – To be determined by the Board

(Sample: Climate Change Adaptation, Carbon Neutrality by 2020 Program)

6. Review of Committee Workplan/Next Meeting Agenda, and Outcomes of Board Action of Committee Requests.

7. Reports – Information Only

This item is for informational reports that may be provided via link and will not have staff presentations or require committee discussion.

7.1 Director's Report

7.2 Manager's Report

7.3 Committee Member Report (Including Working Groups)

7.4 Links to Information Reports

(Samples)

[FY2018-19 Operating and Capital Budget](#)

[Water Supply Master Plan](#)

[One Water Plan](#)

[Safe, Clean Water and Natural Flood Protection Program](#)

[Graywater Certification Courses Launching in March](#)

8. Clerk Review and Clarification of Committee Requests.

9. Adjourn.

March 9, 2019

Agenda Item 4.3
Via electronic mail

Honorable Linda LeZotte, Chair, and
Valley Water Board of Directors

RE: BPPC recommendation about Board Advisory Committee agenda format - inquiry

Dear Chair LeZotte and Board Members:

It is a pleasure to support the BPPC recommendation to update the agenda format for Board Advisory Committees. My inquiry is whether the content of Advisory Committee minutes provides the kind of information the Board is seeking. Two examples follow:

October 2018 Water Commission draft minutes:

- 4.2 SALMONIDS IN THE DISTRICT WATERWAYS: [Five named Water Commission members] had questions/concerns regarding the following issues: chart on fish size and relating to water per year-improvements to the creek, Stevens Creek Corridor Project, cool reservoir releases and fish passage, inviting outside agencies such as; Department of Fish and Game and NOAA Fisheries to speak to the Water Commission, displacement of native fish, balance resources and multi-jurisdictional issues to provide guidance. No action was taken.

October 2018 Environmental and Water Resources Advisory Committee draft minutes:

- 4.1 UPDATE ON THE FISH AND AQUATIC HABITAT COLLABORATIVE EFFORT (FAHCE): [Seven named EWRC members] had questions regarding the following items: general budget, draft EIR released, modeling, technical groups, legal challenges, water rights for fish, settlement agreement, removal of barriers-timeline, CEQA, endangered species and new strategies implemented. **The Committee took the following action:** It was moved ... seconded ... and carried by majority vote, [that] the Committee approved receiving the draft FAHCE EIR when available. Two Members abstained.

Since it is relatively rare for Advisory Committees to make action recommendations for the Board's consideration, my suggestion is that you invite the Board Policy and Planning Committee to follow up on this Advisory Committee agenda format item, review the information content captured in the Advisory Committee minutes, and suggest any appropriate enhancements.

Thanks for your consideration of this idea.

Trish Mulvey
(650) 326-0252 or mulvey@ix.netcom.com

cc: Michele King and Interested Parties

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File No.: 18-1124

Agenda Date: 3/12/2019

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Design-Build Method for the Coyote Pumping Plant Adjustable Speed Drive Replacement Project and Consultant Agreement with Brown and Caldwell, Inc. for the Project's Planning and Preliminary Design Services for a Not-to-Exceed Fee of \$906,705, Project No. 91234002 (Morgan Hill) (District 1).

RECOMMENDATION:

- A. Approve implementing the design-build project delivery method for the Coyote Pumping Plant Adjustable Speed Drive Replacement Project; and
- B. Approve a Consultant Agreement with Brown and Caldwell, Inc. for planning and preliminary design services for the Project for a not-to-exceed fee of \$906,705.

SUMMARY:

The objectives of the Coyote Pumping Plant Adjustable Speed Drive (ASD) Replacement Project (Project) are to plan, design, and construct improvements to replace the plant's six ASDs and associated mechanical, electrical, and control equipment at the Coyote Pumping Plant.

Staff recommends this Project be designed and constructed using the design-build (DB) delivery method for the reasons discussed in this memo. Staff also recommends approval of a consultant agreement to complete the Project's planning and preliminary design to be used for contracting with a DB entity. The scope of services includes performing field investigations, developing and evaluating alternatives, preparing a Planning Study Report, preliminary 30 percent design, a California Environmental Quality Act (CEQA) document, and providing design-build procurement support.

Project Background

The District operates and maintains the Coyote Pumping Plant, which is owned by the United States Bureau of Reclamation (USBR) and is a part of the USBR's San Felipe Division of the Central Valley Project. The Coyote Pumping Plant is a pump station that boosts the pressure in pipelines conveying raw water from San Luis Reservoir to the District's raw water distribution system and to Anderson Reservoir; and from Anderson Reservoir to the raw water distribution system. The Coyote Pumping Plant Adjustable Speed Drive (ASD) Replacement Project (Project) will replace the ASDs, instrumentation and control equipment, and electrical distribution system components. The Project

will improve plant operation and reliability and reduce operation and maintenance costs.

The planning phase of the Project includes evaluating the following major equipment for replacement:

- Existing obsolete ASDs including associated electrical, instrumentation and control systems;
- Supervisory Control and Data Acquisition system (SCADA), Heating, Ventilation and Air Conditioning (HVAC) system, Hydraulic Valves, and substation distribution equipment.

Design-Build (DB) Delivery Method

The District has had statutory authority to implement the design-build (DB) method since 2002, but state law limited the types of facilities that could be built using this approach, specifically prohibiting “water resources facilities and infrastructure” projects. In 2017, the District pursued a change in state law to broaden the types of eligible projects, and a new code was enacted effective January 1, 2018, which will only remain in effect until January 1, 2025, unless extended prior to that date. Current state law now authorizes the District to use the DB contracting process, upon approval by the Board, for delivery of the following types of capital public works projects: flood protection improvements, habitat restorations or enhancements, groundwater recharge or storage facilities, water treatment facilities, and the retrofit, repair, or expansion of existing surface water storage facilities.

DB may provide certain benefits over the traditional District practice of contracting by design-bid-build for capital public works projects. The fundamental difference is that the District would award only one contract to a DB entity for a project’s design and construction, with a single point of responsibility and accountability. The designer and builder work as a team to prepare the final design plans and construct the project. This team approach requires collaborative problem-solving and innovation, and can result in higher construction quality, fewer change orders, and cost and time savings.

Staff recommends the Project be designed and constructed using the DB delivery method for the following reasons:

1. **Time Savings:** long lead items, such as the ASDs and switchgear, can be selected and ordered at the earlier stages of design, thereby shortening the overall Project schedule.
2. **Improves Project Coordination:** the Project includes the design and installation of complex electrical, mechanical, and control systems that require a system integrator. In the traditional design-bid-build delivery method, such systems are “designed” by the design engineer and then installed/integrated by the construction contractor. The installation/integration as performed by the contractor can result in strong differences of opinion between the designer and contractor, resulting in change orders for resolution and extended time for completion of work. In the DB approach, the construction contractor’s integrator would already be working on the Project during final design, and would work with the designer to resolve issues before construction begins. This could result in both time and cost savings as well as a better quality system for long-term operations.

3. Optimizes Plant Shutdowns: plant shutdowns will be required to install the new ASDs and associated equipment and perform system integration. With the DB approach, the District and DB entity would evaluate alternative ways to sequence and optimize the work to be completed during each shutdown. This would benefit day-to-day water supply operations and could potentially reduce the construction duration.

Consultant Selection Process

On February 15, 2018, a Request for Proposals (RFP) for planning and preliminary design services was sent to firms on the District's self-registered list of Electrical Engineering consultants. In addition, the RFP was posted on the District's Contract Administration System internet portal and advertised in the Silicon Valley/San Jose Business Journal. An optional pre-proposal meeting and site visit was held on March 1, 2018 that was attended by seven consultant firms.

During the proposal period, staff issued three addenda to clarify details in the RFP and to respond to questions received from interested consultants. Three (3) proposals were received in response to the RFP.

A Consultant Review Board (CRB), consisting of three (3) District subject matter experts and one external subject matter expert, evaluated the written proposals, and all three proposing firms were invited for an oral presentation and interview with the CRB, held on April 12, 2018. Brown and Caldwell, Inc. was ranked highest by the CRB and was subsequently selected for agreement negotiations.

Consultant Agreement Scope of Services

The recommended Consultant Agreement with Brown and Caldwell, Inc. (Consultant) includes the required tasks to perform planning up through 30 percent design. In a DB process, this effort constitutes the preparation of a "project definition report" that is used for the DB procurement. The Consultant Agreement's terms preclude the Consultant from participating in the Project's DB phase; however, the Agreement does include an optional task for providing DB procurement support to the District. A summary of the tasks and fees for this Agreement is presented in Table 1.

Table 1 - Summary of Tasks and Fees for Proposed Consultant Agreement with Brown and Caldwell, Inc.

Task	Description	Not-to-Exceed Fee
1	Project Management	\$92,455
2	Background and Data Collection	\$18,660
3	Define Problems or Purposes, Constraints, and Opportunities for System Improvement	\$56,963
4	Conceptual/Feasible Alternatives Analysis	\$86,987
5	Staff-Recommended Alternative	\$14,254
6	Transition Report and Planning Study Report Preparation	\$22,761
7	Preliminary 30 Percent Design Preparation	\$380,245
8	Design-Build Procurement Support	\$116,114
9	Supplemental Services	\$118,266
	Total Not-to-Exceed Fee	\$906,705

FINANCIAL IMPACT:

The not-to-exceed fee of the proposed Consultant Agreement is \$906,705. There are adequate funds in the Board-adopted FY2019 budget to encumber the anticipated Consultant effort (\$450,000) through the end of FY2019. Funds to cover the remaining Consultant services in FY2020 will be requested through the FY2020 budget process.

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:

Katherine Oven, 408-630-3126



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and BROWN AND CALDWELL, INC. (Consultant), individually the Party or collectively the Parties.

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

NOW, THEREFORE, the District and Consultant, for the consideration and upon the terms and conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

2. **Consultant Controlled Areas:** Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the scope of Services.
3. **Licensing:** Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon District's request, documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code section 1720(a)(1).
4. **District's Approval of Deliverables:** Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.
5. **Errors and Omissions:** The Services may include preparation of deliverables by Consultant which will be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.
6. **District Standardization Requirements**
 - A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a notice-to-proceed pursuant to this Agreement.
 - B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software at no additional cost to the District. Prior to acceptance, the District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.

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7. Consultant's Key Staff and Subconsultants

- A. Consultant's key staff and Subconsultants assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 1) Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.
 - 2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultant's Subconsultants

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

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

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

9. Occupational Safety and Health

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

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

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11. Standard of Care

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

SECTION THREE

DUTIES OF DISTRICT

- 1. **Available Data:** The District will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible to provide the data and information that it does not possess.

2. Review of Deliverables

- A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.
- B. The Consultant's progress in completing the Services will be reviewed by the District Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of the District.
- C. Consultant must notify the District in writing when it completes each deliverable described in the Schedule(s) and provide the District with such deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within thirty (30) calendar days of receipt of each deliverable, the District will either (i) notify Consultant that the District accepts the deliverable, or (ii) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those

deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.

- E. The District will then review the revised deliverable and within thirty (30) calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by the District.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the terms and conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by the District, will not result in additional costs or expenses to the District.

- 3. **Access to District Facilities:** The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

- 1. **Total Fixed Not-to-Exceed Fees:** Payment for all Services performed by Consultant to the satisfaction of the District, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by the District to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s) if any, equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services.
 - A. Upon the written approval of the District Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
 - B. Upon the written approval of the District Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
 - C. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.

- D. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- E. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its Subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period; will be consistent with scope of Services described in the Schedule(s) attached hereto; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement not-to-exceed fees as stated in Attachment One to Schedule(s), Fees and Payments; and
 - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific scope of Services (Schedule of Completion), and within the Agreement

NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document the Services completed; document the execution of the tasks described in this Services; and enable the District to evaluate the Consultant's progress and performance towards completion of the Services.

- 1) The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look ahead schedule listing deliverables and activities planned for the next two (2) months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.

E. Consultant shall send all invoices to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670

F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:

- 1) Agreement Number;
- 2) Full Legal Name of Consultant/Firm;
- 3) Payment Remit-to Address;
- 4) Invoice Number;
- 5) Invoice Date (the date invoice is mailed); and
- 6) Beginning and end date for billing period that services were provided.

G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific scope of Services.

H. District Project Manager will review Consultant's written invoice within five (5) District business days of receipt, address any questions with Consultant's Contact/ Principal Officer and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoice amounts within thirty (30) calendar days from date invoice is received by District Project Manager.

I. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages

A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.

B. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

C. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.

- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
 - E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
 - F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
 - G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements:** Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.
4. **Retention:** Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two to the Schedule(s), Schedule of Completion, and Section Three, Duties of District, subsection 2, Review of Deliverables. of this Agreement. Provided that at any time after 50% of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final contract close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. **Performance of Tasks:** Consultant will commence performing the tasks described in the scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
2. **Project Schedule Table:** Consultant will perform and complete the services described in the scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. Consultant will

coordinate services with the District to provide the timeline of all tasks and sub-tasks including the site visits, document review, meetings, and deliverables.

3. **Monitoring of Project Schedule:** The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by the District.
4. **Project Delays:** The Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule.
5. **Changes to the Project Schedule:** District Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. **Term & Automatic Termination:** This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.
2. **District Rights**
 - A. **Suspension:** District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
 - B. **Termination for Convenience:** District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in

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

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

3. Consultant's Compensation Upon Termination or Suspension: In the event of termination of this Agreement or any Task Order, or suspension of Services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:

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

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in Appendix Four to the Standard Consultant Agreement, 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 Appendix Four, Insurance Requirements to the Standard Consultant Agreement, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

- 1. District Ownership:** All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of the District following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of the District. Consultant will provide the District with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.
- 2. Re-Use of Instruments of Service:** If the District desires to re-use the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which the District has already paid Consultant, the District will release the Consultant from any liability incurred by the District from re-using said deliverables.

3. **Copies of Data:** Copies of data exchanged by, through, and between the District and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the Parties.
4. **Computer-Generated Material:** Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.
5. **Work for Hire:** Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to the District by Consultant according to the terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright will belong to the District.
6. **Copyright Claims:** Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant likewise are bound by these copyright terms. The District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. **Equal Opportunity Employer:** The Santa Clara Valley Water District is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.
2. **Compliance With Applicable Equal Opportunity Laws:** The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975

(42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and California Labor Code Sections 1101 and 1102.

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. **Entire Agreement:** This Agreement, which includes the terms and conditions, Appendices, the Schedule(s), Attachments to the Schedule(s), and all Task Orders executed the attached Appendices, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.
2. **Formation of Agreement**
 - A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District.
 - B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) execution of the Agreement by Consultant;
 - 2) submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;
 - 3) submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;
 - 4) submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable;

- 5) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;
- 6) any other requirements that are deemed necessary by the District; and
- 7) execution of the Agreement by the District.

3. No Assignment

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

4. **Reasonableness:** Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.
5. **Gifts:** Consultant hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to the District.
6. **Audits:** Consultant agrees that the District and its agent(s), have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District and its agent(s) with any relevant information requested and will permit the District and its agent(s), access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit such as by a government agency providing the District with grant funds to pay for Consultant's services, for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provide 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 that it is required to provide 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 the Consultant will provide pursuant to this Agreement, there may be disclosures made to the Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors and its Subconsultants authorized by the District to have the information.
- D. Consultant will notify the District immediately of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from the District.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
 - 1) Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - 2) Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
 - 3) Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;
 - 4) Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming

Office Statement, shall file in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:

- a. Upon termination of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
- 5) Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.
 - 6) Further, the failure of Consultant's employees, officers, agents, subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order (See Appendix Three to the Standard Consultant Agreement—Task Order Template). The proposed Task must identify the following:
 - 1) Description of the services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;

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- 5) Schedule for completing the services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to the District.
- B. The Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's authorized representative referenced in Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and the Consultant's authorized representative.
- C. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and notice to proceed has been issued by the District Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.
- D. Prevailing Wage Requirements. The Scope of Services may be considered by the District to be "Public Works" requiring the payment of prevailing wages. See, the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.
- 14. Good Neighbor:** The District always strives to be a good neighbor to the community adjacent to its facilities. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.
- 15. Governmental Permits and Notifications:** Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify the District if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in the District's name, Consultant shall promptly so inform the District and shall assist the District in obtaining such permits or approvals.
- 16. Taxes and Benefits:** Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

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

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

DISTRICT:

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

CONSULTANT:

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

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

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

20. Schedule(s) and Attachments: Schedule P, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

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

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(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

BROWN AND CALDWELL, INC.
"Consultant"

By: _____
Linda J. LeZotte
Chair, Board of Directors

By: _____
Jeffrey Kivett
Vice President

Date: _____

Date: _____

Consultant's Address:

ATTEST:

201 North Civic Drive, Suite 300
Walnut Creek, CA 95496

Michele L. King, CMC
Clerk, Board of Directors

Date: _____

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

1. Conflict of Interest—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: (1) for any contract to be awarded for design (that would be in addition to the scope described in Task 7 Preliminary 30% Design as stated in this Agreement), design/build services, construction management or construction of any project that is related to the Services provided pursuant to this Agreement; (2) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or (3) 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 Appendix Two of the Standard Consultant Agreement, Dispute Resolution.

3. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **31%** or more of the Total Not-to-Exceed Fees stated in Attachment One, Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

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

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**APPENDIX TWO TO THE
STANDARD CONSULTANT AGREEMENT
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

- 1) District 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 District.

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

- 1) 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.

**APPENDIX TWO TO THE
STANDARD CONSULTANT AGREEMENT
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

- 1) 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.

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**APPENDIX TWO TO THE
STANDARD CONSULTANT AGREEMENT
DISPUTE RESOLUTION**

- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

**APPENDIX TWO TO THE
STANDARD CONSULTANT AGREEMENT
DISPUTE RESOLUTION**

- a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
- b. Statements made by the other Party in the course of the mediation proceedings;
- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

- 1) 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.

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

- 1) 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.

**APPENDIX TWO TO THE
STANDARD CONSULTANT AGREEMENT
DISPUTE RESOLUTION**

5. Compensation for Participation in Mediation

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

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

Task Order No. _____

Title: _____

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

District: _____

Consultant: _____

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

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

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

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

8. Signatures:

Signature:

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

DATE

Signature:

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

DATE

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APPENDIX FOUR TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

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

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

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix insurance document.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

CERTIFICATES OF INSURANCE

Consultant shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to **Insurance.Certificates@valleywater.org**.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;

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**APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4869**

IMPORTANT: The agreement or CAS number must be included.

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

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

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

MAINTENANCE OF INSURANCE

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

RENEWAL OF INSURANCE

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

Consultant shall instruct its insurance broker/agent to:

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

Insurance.Certificates@valleywater.org

**APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4869**

IMPORTANT: The agreement or CAS number must be included.

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**APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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

REQUIRED COVERAGES

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

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

\$5,000,000 per claim/ **\$5,000,000** aggregate

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

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.

**APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

- 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

- a. Statutory California Workers' Compensation coverage covering all work to be performed for the District.
- b. Employer Liability coverage for not less than \$1,000,000 per occurrence.

GENERAL REQUIREMENTS

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

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability 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: 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. 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

**APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$5,000,000)	

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**SCHEDULE P
SCOPE OF SERVICES**

1. Representatives

- A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District Project Manager (DPM).

Amandeep Saini (District Project Manager)
Associate Electrical Engineer
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-3092
E-mail: asaini@valleywater.org

Karen Uyeda (District Unit Manager)
Capital Engineering Manager, East Side Project Delivery Unit
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2037
E-mail: kuyeda@valleywater.org

Katherine Oven (Deputy Operating Officer)
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-3126
E-mail: koven@valleywater.org

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

Matthew Pagendarm (Consultant Project Manager)
Project Manager
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Phone: 916-853-5334
E-mail: MPagendarm@brwnncald.com

SCHEDULE P SCOPE OF SERVICES

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

Jeffrey Kivett (Consultant Principal Officer)
Vice President, Northern California Area Leader
201 N. Civic Drive, Suite 300
Walnut Creek, CA 94596

Phone: 925-210-2236
E-mail: JKivett@brwnald.com

2. Scope of Services

- A. This Schedule P, Scope of Services describes the professional planning and preliminary 30% design services to be performed by Consultant for the District's **Coyote Pumping Plant Adjustable Speed Drives (ASDs) Replacement Project** (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for environmental permitting and/or compliance and analysis. The District may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.
- B. If the District proceeds with using the design/build project delivery method for this Project, Consultant will be precluded from submitting a proposal in response to any procurement issued by the District to retain a design-build entity.

3. Project Objectives

Extend the service life of Coyote Pumping Plant and improve plant reliability, while maintaining the current level of service.

4. Project Background

- A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. The District effectively manages ten dams and surface water reservoirs, three pumping plants, three water treatments plants, one advanced purification plant, nearly 400 acres of groundwater recharge ponds, almost 150 miles of pipelines, and more than 275 miles of streams.
- B. The Coyote Pumping Plant (CPP) is located in the city of Morgan Hill and has been in operation since the mid-1980s. The CPP is part of Reach 3 of the Federal Central Valley Project's San Felipe Division (SFD) which conveys raw water from San Luis Reservoir in Merced County, California to the CPP. Water from San Luis Reservoir is one of the District's primary sources of imported raw water. The CPP is operated as a booster

SCHEDULE P SCOPE OF SERVICES

station to increase the flow and pressure of water from San Luis Reservoir to pump water into and out of the District's Anderson Reservoir. The CPP typically operates three to five of its total of six pumps simultaneously to meet the demands during high-flow season from April through October.

- C. While Reach 3 facilities are owned and periodically inspected by United States Bureau of Reclamation (USBR), pursuant to a written agreement, the District is responsible for their operations and maintenance. CPP sits at the confluence of three of the District's main raw water pipelines: Anderson Force Main (AFM), the Santa Clara Conduit (SCC), and the Cross-Valley Pipeline (CVP).
- D. Currently, depending on the needs of the District, CPP may be operated to:
 - 1) Increase deliveries from the San Luis Reservoir to the District's raw water distribution system due to higher demand.
 - 2) Increase deliveries from the San Luis Reservoir to the District's raw water distribution system when deliveries from the South Bay Aqueduct are limited due to facility maintenance and outages.
 - 3) Pump water into, or out of, Anderson Reservoir. If Anderson Reservoir is being used as source water, CPP may be operated to increase deliveries from Anderson Reservoir to the District's raw water distribution system due to higher demand.
- E. The purpose of the Project is to eliminate risk of failure due to age and condition of drives, improve the safety of electrical components, address operational and maintenance concerns, and make general enhancements to the facility. The District plans to maintain the current level of service by meeting the treated water demands and providing recharge when needed.
- F. The equipment to be evaluated for replacement pursuant to this Agreement includes, but is not limited to: existing six 2000HP wound rotor motors and slip recovery Adjustable Speed Drives (ASD); HVAC system; local Supervisory Control and Data Acquisition (SCADA) system components (including Remote Terminal Unit (RTU), Programmable Logic Controller (PLC), and Human Machine Interface (HMI) equipment, and related communications and networking components); control and instrumentation systems; control strategy for the ASDs; two main medium voltage circuit breaker and one medium voltage tie circuit breaker (switch); replacement of motor control equipment line-up (MCE); motor cooling water supply pump and motor; Hydraulic Valves Operating System (HVOS) and discharge valve actuators; isolation valve control operator; 5kv overhead busway; and station service transformers.
- G. The final work product from this Scope of Services shall be an approved Planning Study Report identifying and describing the Staff-Recommended Alternative.

SCHEDULE P SCOPE OF SERVICES

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services:** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- 2) **Deliverable Format:** Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables:** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process. For each deliverable, the District will collect comments from all District stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by the District 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) **District Quality Environmental Management System:** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. If requested, the Consultant will perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility:** Consultant, with its expertise in the provision of the listed services, 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 Article 3, Project Objectives.
- 6) **Document Control:** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.
- 7) **File Exchange Service:** Consultant will provide a file exchange service 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

SCHEDULE P SCOPE OF SERVICES

timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to work with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

Although it is the responsibility of the Consultant to conduct independent investigations to complete the planning tasks listed below, the District will make all previous reports and background information available to the Consultant after the Agreement is awarded.

6. Planning and Preliminary Design Phases Tasks

Task 1—Project Management

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

1.1 Project Planning and Preliminary Design Work Plan

Consultant will prepare a Project Planning/Preliminary Design Work Plan in accordance with this Scope of Services.

- 1.1.1 The Project Planning/Preliminary Design 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 Project Planning/Preliminary Design Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan, using the District's Quality Control Guidelines of Work Instruction W73002, documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet District requirements and accepted practices and standards of the Consultant's profession. The District reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures. The Project QA/QC Plan shall include at least the following:
 - 1.1.2.1 Outline of QA/QC strategy.
 - 1.1.2.2 QA/QC activities to be conducted.

SCHEDULE P SCOPE OF SERVICES

1.1.2.3 Technical reviewers and QA/QC Team.

1.1.2.4 The roles and responsibilities of Consultant's team members (including Consultant's employees, contractors, technical reviewers and the QA/QC Team) relative to ensuring the interim work product and final deliverables meet quality and legal standards as well as the requirements of this Scope of Work.

1.1.2.5 The basis for engineering decisions and calculations are reviewed and a clear description of the engineering decision-making process.

1.2 Progress Meeting and Workshops: District and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to DPM approval, will coordinate and attend periodic progress meetings and workshops with District staff, regulatory and resource agencies, and review boards, as needed, to review and discuss progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by the District at least one week prior to the meeting. At each progress meeting, Consultant shall provide monthly progress reports that coincide with the monthly invoice period activities. Within three business days following each progress meeting, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to the DPM for review and comment. Consultant shall incorporate review comments and submit final meeting notes to the DPM within one week of receiving comments.

1.3 One-on-One Meetings With District: The 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 the District's attention, in a weekly/twice a week meeting/conference call with the DPM; frequency of these meetings and calls will be as directed by the District.

1.4 Coordination and Communication With External Agencies: Consultant will assist the DPM 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 Planning/Pre-Design activities as requested by the District.

1.5 Public Outreach: If requested, the Consultant will provide support and assistance to the District's public outreach activities. Such assistance may include coordination, preparation, and participation, including preparing presentation materials, preparation of newsletters, graphics, and developing responses to questions, and other tasks as directed by the DPM.

1.6 Project-Specific Sub-Tasks

1.6.1 Additional Review Meetings: Consultant shall recommend convening and attending meetings, workshops and consultations with the District as needed to complete the Planning tasks.

SCHEDULE P SCOPE OF SERVICES

- 1.6.2 **Decision Log:** Consultant shall create a Decision Log to maintain a record of all decisions made during the planning phase. For each decision, the log shall include the date(s), key staff involved, key factors discussed, decision made, and impacts, if any, on scope, schedule, and fees. The Decision Log shall be updated by the Consultant prior to the progress meetings and shall be used for discussion purposes.
- 1.6.3 **Close-Out Checklist Items:** Prior to completion of the planning phase, the Consultant shall complete items on the close-out checklist provided by the District.

Task 1—Deliverables

1. The Project Planning/Pre-Design Work Plan including QA/QC Plan (Draft, Final Draft, and Final).
2. Documentation of QA/QC performed by Consultant prior to submittal of deliverables to the District.
3. Meeting Agendas, Minutes, and Presentations.
4. Weekly Meetings/Conference Calls attendance and notes.
5. Decision Log.
6. Submittal of all items identified on Planning Phase Close-Out Checklist.
7. Monthly Progress Reports.

Task 1—Assumptions

1. The District will coordinate progress meeting logistics such that critical District team members are present for scheduled meetings. External participants may be invited by the District or by Consultant with District pre-approval to attend these meetings when appropriate.
2. Monthly progress meetings will be held at District facilities or via telephone conference at the discretion of the DPM. It is anticipated that the meetings will be held at the District Headquarters building in San Jose, California. For budgetary purposes, the Parties anticipate monthly progress meetings to occur from Notice-to-Proceed (NTP) through end of the Agreement, approximately half of which are face-to-face meetings and half are conference calls, at District's discretion, each lasting approximately one hour.
3. Each bi-weekly telephone call between the DPM and Consultant's Project Manager is anticipated to last no more than one hour and these will occur month from NTP through end of the Agreement.

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4. Comments and correspondence will typically be routed first through the District and Consultant Project Manager to maintain a clear line of communication. Communications between others on the District and Consultant team may occur, but must be arranged with the District and Consultant Project Manager's prior knowledge. Consultant will not take direction from such communications between staff supporting the Project.
5. The project management level of effort assumes a Project duration of approximately 16 months from notice to proceed (NTP).
6. The public outreach task level of effort is based on supporting one open-house style public meeting.

Task 2—Background and Data Collection

The purpose of this task is to review existing information, perform studies and analysis to establish existing conditions, define and confirm the problems and deficiencies, and explore opportunities for system improvements. The scope of this task includes but is not limited to:

- 2.1 Existing Conditions:** The Consultant shall refer to collected background information such as plans and reports, as well as information gathered through conducting site visits, to establish an accurate description and evaluation of the existing site conditions. Consultant shall create drawings, charts, or maps, if necessary, to illustrate the existing conditions.
 - 2.1.1 Background Information:** Review drawings, maintenance service records, and models supplied by the District.
 - 2.1.2 Field Investigations:** Perform field investigations to confirm that District-provided data is correct, make corrections to incorrect data, and supply missing data as necessary to perform analyses and studies.

Task 2—Deliverables

Corrected or missing data collected by Consultant.

Task 2—Assumptions

The District will provide available pertinent background documents, including as-built drawings, Arc Flash report, Pump motor test report, Biennial testing report, maintenance service records, and relevant environmental reports for reference.

Task 3—Define Problems or Purposes, Constraints, and Opportunities for System Improvement

The purpose of Task 3 is to understand the functioning of the existing facility and pumping system. Consultant is to identify the problems, the causes of the problems, where constraints or opportunities for system improvement exist, and refine the objectives of this project. The scope of this task includes but is not limited to:

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- 3.1 Evaluate Existing Project Condition:** The Consultant shall assess the existing conditions at CPP as well as analyze the data to evaluate the current problems and their causes.
- 3.1.1 **Drives:** Assess the existing pump motors and ASDs to determine current condition and inefficiencies.
 - 3.1.2 **Structural System:** Assess the existing structure in the adjustable speed drive area to identify weight/loading constraints for new equipment.
 - 3.1.3 **Electrical System:** Assess the existing electrical system for safety, compatibility, and continued long-term use.
 - 3.1.4 **Control System:** Assess the existing instrumentation and controls system, including its SCADA system integration, for compatibility and continued long-term use. Assessment shall also consider any related findings contained in the District's SCADA Master Plan document.
 - 3.1.5 **Hydraulic Valves Operating System:** Assess the existing HVOS for its continued long-term use.
- 3.2 Identify Constraints:** The Consultant shall identify constraints related to the Project, including, but not limited to:
- 3.2.1 Construction sequence.
 - 3.2.2 Full plant shutdowns or partial system shutdowns for minimizing the impact to operations.
 - 3.2.3 Environmental constraints.
 - 3.2.3.1 Mitigation of potentially hazardous materials.
 - 3.2.3.2 Discharge constraints.
 - 3.2.4 Existing building footprint may limit amount of additional equipment installed.
 - 3.2.5 Construction schedule.
 - 3.2.5.1 HVAC work must be performed between the months of November and April.
 - 3.2.5.2 Project may have to be completed in stages.

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- 3.3 Identify Opportunities for System Improvement:** Based on the data collected and evaluation of existing conditions, the Consultant shall identify opportunities that could provide benefit. At a minimum, the opportunities to be evaluated shall include, but not be limited to:

3.3.1 Drives and Motors

- 3.3.1.1 Replacement of existing ASDs with latest technology.
- 3.3.1.2 Modify/convert existing wound rotor motors to be compatible with new stator fed ASDs or use existing motor with new slip power recovery ASDs.
- 3.3.1.3 Upgrade HVAC system to support additional cooling requirements of new ASDs if necessary.

3.3.2 Structural System

- 3.3.2.1 Identify weight/loading constraints of the existing structure.

3.3.3 Electrical System

- 3.3.3.1 Replacement of Motor Control Equipment with new Switchgear, and replacement of two main medium voltage circuit breakers and one medium voltage tie circuit breaker (switch).
- 3.3.3.2 Add operational safety features such as remote circuit breaker rack-in/out capability.
- 3.3.3.3 Upgrade standby power capacity to add the electric actuators for the valves instead of hydraulic actuators.
- 3.3.3.3 Recommend testing procedure for 5kV busway and station service transformers and design replacement if warranted.

3.3.4 Controls System

- 3.3.4.1 Modify/upgrade SCADA system components, instrumentation and control systems, and the control strategy to support the new ASDs.
- 3.3.4.2 Install pump motor vibration and power monitoring systems and motor control center.

3.3.5 Hydraulic Valves Operating System

- 3.3.5.1 Assess the existing HVOS for its continued long-term use and improvement.

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- 3.3.5.2 Assess and evaluate if HVOS can be eliminated, and replaced with electric actuators and backup power.

- 3.4 Project Requirements:** The Consultant shall assist the District with the identification and establishment of the Project requirements. The Consultant shall prepare a Project Requirement Memorandum which shall be updated periodically.
- 3.5 Prepare Draft and Final Problem Definition/Refined Objectives Reports:** The Consultant shall prepare a draft Problem Definition/Refined Objectives Report describing the findings and problems identified to date in the investigations and any proposed refinement to the initial Project Objectives. This report will be the basis for any future alternative analysis to be presented in the Planning Study Report. The District shall review the draft report to ensure adequacy and accuracy of the initial Project assessment and analysis. The Consultant shall incorporate District comments and perform internal review and approval of the final report prior to submitting to the District.

Task 3—Deliverables

1. Draft and final Technical Memorandum with sections on Drives and Motors, Electrical System, Instrumentation and Control/SCADA System, and Hydraulic Valves Operating System.
2. Project Requirements Memorandum (Draft, Draft Final, and Final).
3. Draft Problem Definition/Refined Objectives Report with completed Consultant QA forms.
4. Final Problem Definition/Refined Objectives Report with completed Consultant QA forms and response to District comments.

Task 3—Assumptions

1. District will provide available existing schematics and control strategy to the Consultant for review.
2. Consultant will do site visits for evaluating the existing equipment and conditions.
3. Consultant will prepare and lead a workshop with District's Operations and Maintenance (O&M) staff to solicit input for the project requirements and constraints.
4. District will identify project cost/budget constraints, but no cost estimating will be performed by the Consultant in this phase.
5. Structural evaluation will be limited to assessing the ability of the existing structure to support replacement adjustable speed drive equipment; analysis will be done in the adjustable speed drive subtask. No modifications to the existing structure are included in this Project.

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6. The District will make available a draft copy of portions of the SCADA Master Plan document related to the Coyote Pumping Plant on-site. The assessment shall also consider any related recommendations contained in the District's SCADA Master Plan document made available before the draft Technical Memoranda are submitted.
7. Requirements for equipment monitoring to improve upon the method used at Pacheco Pumping Plant or as a fully defined alternative approach if required by the District. Needs assessment for condition assessment systems and analytical software will not be required.

Task 4—Conceptual/Feasible Alternatives Analysis

The purpose of Task 4 is to develop a list of feasible alternatives that can address the identified problems and therefore fulfill the Project objectives. The alternatives will be developed to a level of detail that allows an objective assessment of the pros and cons of the alternatives and establishes the basis for identifying the Staff-Recommended Alternative. Ultimately, this will provide the necessary information for the Board of Directors to make an informed decision on proceeding with the Project. The scope of this task includes, but is not limited to:

- 4.1 Criteria Development:** The Consultant shall develop a components evaluation methodology which will include the selection of relevant criteria and assignment of weighting factors for each criterion by which the Project alternatives will be evaluated. Consultant shall submit a draft evaluation methodology for District's review and engage District staff in a Criteria Development Workshop. Defining the evaluation criteria at the start of the Project will allow the Consultant to develop Project components to the level of detail needed to evaluate each component.

The components of the methodology will include the following: assessment criteria, weight of criteria, scales of criteria, participants, and the decision-making process. Environmental sensitivities and resource constraints shall be considered.

- 4.2 Identify Conceptual Alternatives and Develop Preliminary Design:** The Consultant shall identify conceptual alternatives which could address the problems identified and meet the Project objectives. At a high level, the Consultant shall lay out a preliminary design for each alternative and how it should function. Although the Consultant should try to stay with broad, simple, and high-level concepts in this phase, sufficient detail is necessary to allow assessment and comparison to determine why some alternatives may not be feasible.
- 4.3 Prepare Conceptual Alternatives Cost Estimate:** For comparative purposes, the Consultant shall prepare an order of magnitude cost estimate (AACE International Class 5 level) for each alternative.
- 4.4 Assess Conceptual Alternatives and Prepare Conceptual Alternatives Report:** Using the assessment methodology developed, the Consultant shall conduct conceptual alternative assessment to identify which options to carry forward and further study. Consultant shall conduct a workshop summarizing the conceptual alternatives being considered including descriptions, figures, and sketches of each alternative, the

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preliminary assessment methodology, and results of the assessment. Consultant will prepare an alternatives matrix from the scoring and ranking of the alternatives, showing results of the relative score of each alternative. The District will provide feedback during this workshop to facilitate selection of the feasible alternative from the conceptual alternatives.

- 4.5 Identify Feasible Alternatives and Develop Preliminary Design:** Based on feedback from the District, the Conceptual Alternatives Workshop results will identify the alternatives that are not feasible and determine which alternatives to further study. Consultant shall prepare a preliminary design for each feasible alternative as though it was the staff-recommended project. The analyses, calculations, and drawings must be developed to the level of detail that allows objective assessment of the pros and cons of the alternatives.
- 4.6 Prepare Feasible Alternatives Cost Estimate:** The Consultant shall prepare an estimate of costs for each alternative using a spreadsheet format with the same unit costs and standard items for each.
- 4.7 Assess Feasible Alternatives and Prepare Feasible Alternatives Report:** To evaluate the feasible alternatives, the Consultant shall define the methodology for assessment. Since all feasible alternatives must meet the project objectives, the criteria to evaluate and differentiate them must involve more details to achieve an objective and credible assessment.

After each feasible alternative has been evaluated using the new methodology, the Consultant will prepare a Feasible Alternatives Report that describes the methodology, assessment criteria, and presents the feasible alternatives matrix. A summary of the conceptual alternatives that were evaluated and determined not to be feasible will be included in the feasible alternatives report.

Task 4—Deliverables

1. Draft Evaluation Methodology;
2. Criteria Development Workshop and agenda;
3. Draft Workshop summary;
4. Final Workshop summary;
5. Final Evaluation Methodology;
6. Draft Conceptual Alternatives Report with completed Consultant QA forms;
7. Final Conceptual Alternatives Report with completed Consultant QA forms and response to District comments;

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8. Draft Feasible Alternatives Report with completed Consultant QA forms; and
9. Final Feasible Alternatives Report with completed Consultant QA forms and response to District comments.

Task 4—Assumptions

1. Hydraulic analysis of the existing pumping plant is not included in the scope of services. The District may authorize Consultant to perform such analysis as a Supplemental Service or self-perform such analysis.
2. Development of conceptual and feasible alternatives is limited to the adjustable speed drives replacement and motor rebuild/replacement. Other auxiliary systems identified for assessment in the RFP (e.g. switchgear, station service transformers, hydraulic valve operating system, motor cooling water pumps) will be assessed and documented, and a cost estimate (AACE Class 5 level) for direct replacement will be identified.
3. No structural elements are included in Task 4 Conceptual/Feasible Alternatives Analysis.

Task 5—Staff-Recommended Alternative

The purpose of Task 5 is to develop a staff-recommended alternative. The scope of this task includes but is not limited to:

- 5.1 Staff-Recommended Alternative Report:** Based on alternative assessment results, the Consultant shall optimize feasible alternatives to develop a staff-recommended project that best meets the Project objectives. The feasible alternatives may be expanded or refined, and specific components of some alternatives may be combined to optimize fulfillment of the objectives.

The Consultant is to prepare a draft Staff-Recommended Alternative Report summarizing each alternative investigated, assessment methodology, results of assessment, and the staff-recommended project.

The Consultant shall review and approve the draft report prior to submitting it to the District for review and comment. The District shall review the draft report to ensure adequacy and accuracy of the alternative analysis and basis for identifying the Staff-Recommended Alternative. The report shall be labeled “preliminary” until “approved” by the District.

- 5.2 Prepare Final Staff-Recommended Alternative Report:** Consultant will prepare the Final Staff-Recommended Alternative Report after receiving input from the District.

Task 5—Deliverables

1. Draft Staff-Recommended Alternative Report with completed Consultant QA forms; and

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2. Final Staff-Recommended Alternative Report with completed Consultant QA forms and response to District comments.

Task 5—Assumption

Staff-Recommended Alternative will be one of the alternatives identified in the Feasible Alternatives Report developed as part of Task 4 Conceptual/Feasible Alternatives deliverable.

Task 6—Transition Report and Planning Study Report Preparation

The purpose of Task 6 is to prepare a Transition Report to properly transfer Project information to the design phase Project team and to prepare a Planning Study Report (PSR) to fully document the Project formulation process.

6.1 Prepare Planning-to-Design Transition Report: Consultant shall prepare a Planning-to-Design Transition Report to properly transfer Project information to the design phase project team. This report ensures decisions, commitments, conditions, etc., made during the planning phase are followed up or addressed as project requirements in the design phase to ensure quality of the design deliverables. It also ensures the design phase tasks are carried out efficiently without duplicating efforts for work already performed during the planning phase. The District will provide a list of items that must be included in the Planning-to-Design Transition Report.

6.2 Prepare Planning Study Report: The Consultant shall determine if additional details, analysis, or drawings are needed to adequately describe the recommended project in the PSR and further develop the preliminary design as necessary.

Consultant will summarize the activities of the planning phase process in the Planning Study Report, including the problem definition, the development and evaluation of alternatives, selection of the recommended alternative, and the development of the preliminary design. The Report must also include the life-cycle operation and maintenance costs, anticipated real estate needs, estimated construction costs, schedule, and funding. The Planning Study Report will be a high-level, executive summary style document.

Task 6—Deliverables

1. Planning-to-Design Transition Report with completed Consultant QA forms.
2. Draft Planning Study Report with completed Consultant QA forms.
3. Final Planning Study Report with completed Consultant QA forms and response to District comments.

Task 6—Assumptions

1. The Planning Study Report (PSR) will include assembling previously-generated information as reflected in the Level of Effort (LOE).

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2. District review comments on the Draft PSR will be consolidated and provided in one-round of review comments.
3. The District will provide relevant sections of the SCADA master plan in their current state before the start of the Conceptual/Feasible Alternatives Task.

Task 7—Preliminary 30 Percent Design Preparation

- A. The Consultant shall design the Project to 30% and prepare all necessary documents for a design-build project definition. The Consultant shall prepare a project definition that shall provide a basis for bids and agreement; identifies owner requirements; technical issues, risks and project constraints; conveys lifecycle criteria; avoids unnecessary owner commitments; maximizes innovation opportunities; and establishes quality assurance criteria.
- B. The 30% design set shall establish primary drawings and specifications for all major Project components and shall include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. It shall translate major/minor requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.
- C. Consultant's performance of subtask 7.7 Prepare Design-Build Project Definition is subject to prior written authorization from District.

The scope of this task includes:

7.1 Basis of Design Report Preparation

The purpose of this task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Project. Consultant is responsible for performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to preparing the 30%-Design Level Engineering Cost Estimates for the Project and support Design-Builder selection. The scope of this task includes:

- 7.1.1 Consultant shall prepare a Basis of Design Report to define the technical requirements and parameters for the entire Project including the fields of civil, structural, mechanical, electrical, instrumentation, controls, maintenance, and others, as appropriate.
 - A. The Basis of Design Report will document the Project design criteria, including District's basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by the District. It will include known relevant constraints such as environmental

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restriction dates, etc. It will document civil, structural, electrical, and/or mechanical standards to be used in the analyses and design. Pertinent codes and references will be cited.

- B. The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new Project facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); civil design of the Project elements for analyses; preliminary structural design of various elements; mechanical and electrical facilities design; instrumentation, control, and SCADA systems upgrades.
- C. Control system/SCADA alternatives will be presented in a technical memorandum format. Comparison of alternatives will be based on a subjective evaluation by Consultant staff for review and identification of the preferred approach by the District. Quantitative comparison of alternative pros and cons using feature importance factors and weighted criteria evaluation will not be required.

7.2 Sample Drawings and Specifications: Consultant shall prepare, and submit to the District, sample drawing (one drawing) and specification (one specification) for District review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications follow District Specification Standards.

- 7.2.1 The sample drawing shall include an index drawing numbering scheme, file naming labeling, layout, and format.
- 7.2.2 For specification development, the Consultant shall use the District's Standard Provisions (boilerplate) and the District's Special Provisions format. Consultant shall recommend edits and additions to the District Provisions where appropriate.
- 7.2.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by the District.

7.3 30% Plans, Specifications, and Cost Estimate: Consultant shall prepare and submit 30% drawings, specifications, and AACE International Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specification shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.

- 7.3.1 The District has a separate bid proposal package/template for which the Consultant shall provide input, as requested by the District. Multiple, intermediate submittals of Special Provision sections to the District are anticipated to reconcile referencing and formatting issues.

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- 7.4 Right of Way:** The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access, as required.
- 7.5 30% Design Review Meeting:** Consultant will conduct a 30% review meeting/workshop with the District to review and discuss District comments. Consultant will create a Comment Resolution Document. The Comment Resolution Document shall list all collected comments, proposed means of resolution, and means to document when a resolution is completed in the next design submittal.
- 7.6 Additional Review Meetings:** Consultant shall identify and attend meetings, workshops, and consultations with the District as needed to complete the 30% design tasks.
- 7.7 Design-Build Project Definition Preparation**
- 7.7.1 The Consultant shall prepare a Project definition that shall provide a basis for bids and agreement; identifies owner requirements; technical issues, risks, and project constraints; conveys lifecycle criteria; avoids unnecessary owner commitments; maximizes innovation opportunities; and establishes quality assurance criteria.
- 7.8 Environmental Documentation and Regulatory Compliance:** The purpose of this subtask is to provide develop, manage, and implement California Environmental Quality Act (CEQA) compliance analyses for the Project and to support agency outreach and permitting strategy to enable implementation of subsequent Project phases.
- 7.8.1 Consultant will determine the appropriate type of CEQA documentation needed for the Project and will prepare the appropriate environmental documents. Consultant will perform the tasks and/or sub tasks in accordance with the District Quality and Environmental Management System (QEMS) framework.
- 7.8.2 Consultant shall perform the following tasks:
1. Visit the Project site to review site conditions and surrounding land use.
 2. Review the updated Project scope after the assessment and planning phase and confirm that the categorical exemption is still expected to apply.
 3. Attend one 4-hour meeting with Project stakeholders (SCVWD, USBR, etc.)
 4. Prepare a draft of the Notice of Exemption (NOE).

Task 7—Deliverables

1. Basis of Design Report (Draft, Draft Final, and Final);

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2. Sample Drawings and Specifications;
3. 30% Plans and Specifications, and 30% AACE International Class 4 Construction Cost Estimate (Preliminary and Final);
4. Project Description;
5. Memorandum documenting determination on the appropriate level of CEQA documentation;
6. First Administrative Draft of environmental document, including NOE;
7. Second Administrative Draft of environmental document, including NOE; and
8. File the final document with County of Santa Clara Office of the Clerk/Recorder.

Task 7—Assumptions

1. The level of effort for the 30% Plans and Specifications is based on 58 drawings.
2. The 30% drawings will be created in AutoCAD in accordance with the District's CAD standards. 3D modeling and/or BIM services are not included in the scope of work.
3. This Project is anticipated to qualify for a Class 1 or 2 Categorical Exemption (CE) under Sections 15301 and 15302 of the CEQA guidelines.
4. Structural activities are limited to structural criteria development – no structural calculations will be performed. It is assumed that structural calculations will be performed by the Project designer.
5. HVAC design will be limited to the development of system performance criteria identifying the cooling requirements of each space for the required system upgrades. This will allow the future designer to propose innovative solutions for different cooling options.
6. Additional review meetings for subtask 7.6 Additional Review Meetings may include any three of the following meetings as needed:

#	Meeting Purpose	Meeting Duration	Attendees
1	ASD and motor replacement strategy	4 hours	Technical Advisor Project Manager
2	Control system upgrade strategy	4 hours	I&C Engineer Project Manager
3	HVAC system upgrade strategy	4 hours	HVAC Engineer Project Manager
4	Hydraulic valve operating system (HVOS) upgrade strategy	4 hours	Mechanical Engineer Project Manager

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#	Meeting Purpose	Meeting Duration	Attendees
5	Structural coordination	4 hours	Structural Engineer Project Manager
6	Design-build strategy (fixed-price vs. progressive)	4 hours Via conference call	Design-build Advisor Project Manager

7. As currently described, all work in this Project occurs within the existing pumping plant building or in the existing service yard adjacent to the pumping plant. No new site area is being disturbed, and no off-site work is currently envisioned as part of the Project.

Task 8—Design-Build Procurement Support

- A. The purpose of this task is to assist in the selection of a design-build entity to design and construct the Project, including the Request for Qualifications and Request for Proposals processes.
- B. Consultant's performance of Task 8 Design-Build Procurement Support is subject to prior written authorization from District.

8.1 Assist District With a Request for Qualifications Process

- 8.1.1 Assist in preparation of a Request for Qualifications (RFQ) solicitation and associated evaluation criteria.
- 8.1.2 Develop and facilitate the evaluation process and scoring methodology for short-listed design-build firms.
- 8.1.3 Coordinate with District's procurement and legal staff to assist with inclusion of required forms and policy references in the RFQ documents.
- 8.1.4 Assist District with preparing RFQ addenda if necessary.
- 8.1.5 Attend a pre-submittal meeting for the RFQ process. Consider and provide input to address questions from firms interested in the RFQ process.
- 8.1.6 Review RFQ submittals and provide input to District on creating a short list of qualified firms to respond to a Request for Proposals process.
- 8.1.7 Assist District with evaluating and responding to any protests.

8.2 Assist District with a Request for Proposals Process

- 8.2.1 Assist in preparation of a Request for Proposals (RFP) solicitation and associated evaluation criteria, to be distributed to short-listed design-build entities.

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- 8.2.2 Develop and facilitate the evaluation process and scoring methodology for short-listed design-build firms.
- 8.2.3 Coordinate with procurement and legal staff to assist with inclusion of required forms and policy references in the RFP documents.
- 8.2.4 Assist District with preparing RFP addenda, if necessary.
- 8.2.5 Attend a pre-submittal meeting for potential proposers; consider and provide input to address questions from firms interested in the RFP process.
- 8.2.6 At District's request, attend and participate in one-on-one, proprietary, or similar RFP-phase meetings with short-listed proposers.
- 8.2.7 Support development of clarifications requests to proposers.
- 8.2.8 Assist with evaluating and responding to any protests and provide input to the District.
- 8.2.9 Review written proposals from short-listed design-build firms.
- 8.2.10 Assess completeness of non-price proposal content, conformance with RFP requirements, and compliance with technical requirements
- 8.2.11 Evaluate completeness of price proposals.
- 8.2.12 At District's request, serve on the interview panel for potential design-build firms.
- 8.2.13 At District's request, facilitate the interview evaluation process and scoring methodology.
- 8.2.14 Provide input on drafting terms for design-build agreement.
- 8.2.15 Provide input on Project risk assessment and risk-related issues to address in the design-build agreement.

Task 8—Deliverables

- 1. RFQ drafts (Draft, Draft Final, and Final);
- 2. RFQ draft addenda as needed;
- 3. RFQ scoring methodology memorandum and evaluation matrix;
- 4. Memo regarding review of RFQ submittals;
- 5. RFP scoring methodology memorandum and evaluation matrix;

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6. RFP drafts (Draft, Draft Final, and Final);
7. RFP draft addenda as needed;
8. RFP pre-submittal meeting agenda;
9. Memo regarding review of RFP written and price proposal;
10. Comments on draft risk assessment; and
11. Draft term sheet for design-build agreement.

Task 8—Assumptions

1. Subtask 8.1.2 assumes 2 conference calls of up to 2 hours each;
2. Subtask 8.1.4 assumes addressing up to 25 total questions;
3. Subtask 8.2.4 assumes addressing up to 60 questions;
4. Subtask 8.2.5 assumes 1 person for up to three meetings for 3 hours each over a two-day period;
5. Subtask 8.2.7 assumes approximately 30 such requests from the short-listed proposers;
6. Subtask 8.2.8 contract documents will be prepared by others;
7. Subtask 8.2.9 risk assessment to be provided by others;
7. Subtask 8.2.9 reference checks and evaluating of RFP proposers' financial condition will be provided by others; and
8. Subtask 8.2.13 assumes up to a full 8-hour day interviews.
9. It is assumed that the District's Design-Build advisor will provide input to the selection process and facilitate decision-making process in an advisory role, and that the final decision regarding Design-Builder selection will be performed by the District.

Task 9—Supplemental Services

The District may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the Consultant must obtain written authorization in the form of a Task Order approved by the District's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13, Task Orders, and Appendix Three, Task Order Template.

9.1 Specific examples of possible Supplemental Services include:

Coyote Pumping Plant ASDs Replacement Project
Planning Services
Standard Consultant Agreement for Capital Projects
Ver. 01-02-19

CAS File No. 4869

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- 9.1.1 Locating and Documenting Underground Utilities.
 - 9.1.2 Prepare a drawing identifying the approximate location of underground utilities to be potholed. If necessary, District will use this drawing to engage a specialist contractor to perform the potholing.
 - 9.1.3 Document utility locations on the 30% design drawings.
 - 9.1.4 **Evaluate Standby Electrical Power Needs:** Evaluate the capacity of the existing standby electrical power system to accept additional loads (e.g., pump discharge valve motorized operators) if the District identifies additional loads to be connected to the existing system. Based on the evaluation, standby power system upgrade may be included in the 30% design package.
 - 9.1.5 **NEPA Documentation:** Due to the United States Bureau of Reclamation (USBR)'s relationship to the Coyote Pumping Plant, it may be necessary to file National Environmental Policy Act (NEPA) documentation in addition to the CEQA documentation. If the USBR elects not to prepare the paperwork itself, and the District authorizes this supplemental service, the Consultant will prepare NEPA documentation.
- 9.2 Additional Services:** Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 8 as Task 9 Supplemental Services, to include but not be limited to:
- 9.2.1 Additional meetings and workshops;
 - 9.2.2 Additional time allotted for meetings;
 - 9.2.3 Additional status/progress reports;
 - 9.2.4 Additional telephone conference calls;
 - 9.2.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications;
 - 9.2.6 Additional public outreach visual materials;
 - 9.2.7 Survey data and AutoCAD drawing of underground utilities; and
 - 9.2.8 Additional environmental documentation.

Task 9—Assumptions

If additional Services will be performed, Consultant will provide the District with a cost proposal according to the Hourly/Unit Rate Table.

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

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

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**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

1. **Total Authorized Funding:** Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$906,705** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.
2. **Cost Breakdown:** The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by the District to the Consultant, for Supplemental Services without prior written authorization by the District as stated in Schedule P, Scope of Services.

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	\$92,455
2	Background and Data Collection	\$18,660
3	Define Problems or Purposes, Constraints, and Opportunities for System Improvement	\$56,963
4	Conceptual/Feasible Alternatives Analysis	\$86,987
5	Staff-Recommended Alternative	\$14,254
6	Transition Report and Planning Study Report Preparation	\$22,761
7	Preliminary 30 Percent Design Preparation	\$380,245
8	Design-Build Procurement Support	\$116,114
9	Supplemental Services	\$118,266
Total Not-to-Exceed Fees		\$906,705

3. **Terms and Conditions:** Payments for services performed, as defined in this attached Schedule, which applies to the specific Services, will be based on the following terms:
 - A. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
 - B. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the Effective Date of this Agreement, and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the twelve (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

**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Supply Division Deputy Operating Officer.

C. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by the District Project Manager will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
2. Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
3. Travel 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 for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

D. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost.

E. For staff with rates exceeding the rate of \$280/hr, the Consultant shall obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

F. Prevailing Wage Requirements. [NOT USED]

1. The Scope of Services described in Task INSERT APPLICABLE TASK NUMBER HERE is considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
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

**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant: Brown and Caldwell	
Project Manager / Lead Electrical	\$257.19
Project Analyst	\$116.05
Electrical Engineering Support	\$132.59
HVAC Engineer	\$216.75
Mechanical Engineer	\$208.82
CAD Operator	\$125.42
Word Processing	\$119.77
Cost Estimator	\$203.86
QC Manager	\$287.12
Design-Build Advisor	\$300.00
Design-Build Procurement Specialist	\$251.95
Accountant	\$88.16
Monitoring Manager	\$300.00
Account Approval	\$300.00
Graphics	\$143.32
IT/Security	\$149.18
Subconsultants:	
TJCAA	
Technical Advisor	\$264.75
Lead Instrumentation & Controls Engineer	\$251.06
Staff Instrumentation & Controls Engineer	\$169.55
Structural Engineer	\$223.05
CAD	\$112.92
Word Processing	\$96.36
Scheidegger	
Environmental Analyst	\$170.00

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**ATTACHMENT TWO
TO SCHEDULE P
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **September 30, 2020**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Term of Agreement
2	Background and Data Collection	1.5 months
3	Define Problems or Purposes, Constraints, and Opportunities for System Improvement	4 months
4	Conceptual/Feasible Alternatives Analysis	7 months
5	Staff-Recommended Alternative	8 months
6	Transition Report & Planning Study Report Preparation	9 months
7	Preliminary 30 Percent Design Preparation	14 months
8	Design-Build Procurement Support	Term of Agreement
9	Supplemental Services	Term of Agreement

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**ATTACHMENT THREE
TO SCHEDULE P
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Project Role	Contact Information
Matthew Pagendarm	Project Manager / Lead Electrical Engineer	Brown and Caldwell 11020 White Rock Road Suite 200 Rancho Cordova, CA 95670 916-853-5334 mpagendarm@brwnncald.com
Donna Rammell	QC Manager	Brown and Caldwell 201 N. Civic Drive Suite 300 Walnut Creek, CA 94596 925-210-2571 drammell@brwnncald.com
Scott Parr	HVAC Engineer	Brown and Caldwell 201 N. Civic Drive Suite 300 Walnut Creek, CA 94596 925-210-2425 sparr@brwnncald.com
Kenny Klittich	Mechanical Engineer	Brown and Caldwell 11020 White Rock Road Suite 200 Rancho Cordova, CA 95670 916-853-5334 kklittich@BrwnCald.com

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**ATTACHMENT THREE
TO SCHEDULE P
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Firm	Project Role	Contact Information
TJC and Associates, Inc. (TJCAA)	Engineering Support	Paul Giorsetto 1330 Broadway, Suite 1101 Oakland, CA 94612 916-853-9658 paul@tjcaa.com
Scheidegger and Associates	Environmental Documentation	Paul Scheidegger 201 N. Civic Drive Suite 300 Walnut Creek, CA 94596 925-820-9757 pscheidegger@comcast.net

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**ATTACHMENT FOUR
TO SCHEDULE P
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
2	Personal NDA (PNDA)
3	GIS Product Standards July 2017 version
4	AC Motor Repair Inspection Report, Santa Clara Valley Water District, Vincent Electric Motor Co. November 4, 2016
5	Background documents including as-built drawings, maintenance service records, and relevant environmental reports
6	Biennial Testing and Calibration of Electrical Equipment, Santa Clara Valley Water District Treatment and Pumping Plants, Industrial Tests, Inc., 2017-2018
7	Short Circuit & Protective Device Coordination Study & Arc-Flash Hazard Analysis for Santa Clara Valley Water District Coyote Pump Station, Morgan Hill, CA, Electrical Services and Systems, November 2008

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File No.: 19-0284

Agenda Date: 3/12/2019

Item No.: *6.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

*Guadalupe River Project from Tasman Drive to Interstate 880 (District 3) (San Jose).

RECOMMENDATION:

*Add the Guadalupe River Project from Tasman Drive to Interstate 880 to the Fiscal Year 2020-2024 Capital Improvement Program (CIP) to evaluate possible alternatives to restore the design flow conveyance capacity of the Lower Guadalupe River.

SUMMARY:

History of flood protection improvements

In 1983, improvements on the Lower Guadalupe River, from the Union Pacific Railroad (UPRR) in Alviso to Highway 101 were constructed to provide 100-year flood protection. In March 1992, the District signed a Local Cooperative Agreement (LCA) with the U.S. Army Corps of Engineers (USACE), whereby the District agreed to operate and manage the Lower Guadalupe River to provide a 100-year flood protection, when the USACE Downtown Guadalupe River Flood Protection was completed in 2004.

Based on the field data collected from the January and March 1995 storm events, a hydraulic analysis in 1995 showed that the Lower Guadalupe River did not have the planned conveyance capacity as required by the Downtown Guadalupe River Project. Both vegetation growth and sediment deposition were identified as the main causes of reduction in channel capacity.

In 2004, the District completed additional flood protection improvements along the Lower Guadalupe River from Alviso Marina to Interstate 880 at the same time as the USACE completed construction of the Downtown Guadalupe River Flood Protection Project. The 2004 improvements included: vegetation management and sediment removal; levee rehabilitation; levee raising; floodwalls; maintenance roads and ramps; and replacement of the State Route 237 east-bound bridge over Guadalupe River. Together, the Lower Guadalupe River and Downtown Guadalupe River Flood Protection Projects removed 3,440 parcels from the floodplain.

Staff worked with USACE staff to ensure that the USACE requirement to provide conveyance of the 100-year flow through the Lower Guadalupe River Project would be met. On October 11, 2002,

USACE sent a letter confirming that the project was determined to be adequate for the required flow requirements and on December 15, 2005, USACE sent a letter verifying that the Lower Guadalupe River

Project satisfied USACE criteria for Federal Emergency Management Agency (FEMA) certification.

O&M guidelines and implementation

In 2007, USACE issued to the District an Operations, Maintenance, Repair, Replacement, & Rehabilitation Manual for the Guadalupe River Project (O&M manual). The O&M manual provides guidance for the inspection and maintenance requirements of both the Lower and Downtown Guadalupe River Projects. Based on the O&M manual, the District is to conduct periodic sediment removal and limited vegetation management in discreet locations in the channel and along the inboard levee slopes.

Since completion of construction in 2004, District staff has been conducting and continues to conduct stream maintenance activities along Lower Guadalupe River. Stream maintenance activities have included performing routine sediment removal and vegetation management, pursuant to the activities covered under the District's Stream Maintenance Program (SMP). Since 2005, the District has removed a cumulative 13,176 cubic yards of sediment in the Montague Expressway to Highway 101 reach of Guadalupe River over multiple years.

Vegetation management activities have included removal of invasive plants, removal of trees less than 6 inches in diameter at breast height (dbh), and routine pruning. For example, more than 19 acres of invasive plants were removed in the last two years between Montague Expressway and Trimble Road. An additional 9.35 acres of invasive plant management work is planned to start this summer in the reach between Highway 101 to Highway 880.

Recent findings

District staff proactively collects high water marks from significant storm events to monitor and evaluate the performance of completed capital improvement projects. For Lower Guadalupe River, staff also conducted topographic surveys and collected information on vegetation growth following the 2017 storm events. The collected information was used in hydraulic analyses, completed in 2018 to evaluate the flow conveyance capacity of the Lower Guadalupe River. Results of these analyses indicate that a section of the Lower Guadalupe River, from approximately upstream of Tasman Drive to Airport Parkway, no longer has conveyance capacity for the 100-year event for which it was designed. Under current conditions, a flow slightly above the 50-year event would overtop the levees and tops of banks between Montague Expressway and Airport Parkway.

The capacity of a channel to convey flow is determined by physical parameters including the channel's cross sectional area, depth of flow and the channel slope, and an empirical coefficient based on the channel's roughness, largely attributable to vegetative growth. The physical parameters are readily attainable with field surveying techniques; whereas the effect of vegetation on the conveyance of water is based more on experience, observation and practice. It appears that

assumptions used in the design hydraulic model relative to the success and density of the vegetative growth and the maintenance work that was subsequently permitted under the SMP did not match with the current conditions of the Lower Guadalupe River. Thus, the flood conveyance could not be maintained as designed.

1. Hydraulic Model Roughness Coefficients

As stated, roughness coefficients are determined based on industry practice and observations over time. The original design hydraulic model channel roughness (i.e., Manning's n-values) assumptions were used to develop the Lower Guadalupe O&M guidelines. The roughness coefficients in the model were reasonable if all the vegetation maintenance could be maintained except for the non-vegetation management zones where the roughness coefficients assumed in the original hydraulic model are lower than recent storm events have shown.

2. Stream Maintenance

While it was recognized in the planning and design phase of the Lower Guadalupe River Flood Protection Project that maintenance would be required, the magnitude of the maintenance effort was not as well understood then as it is today. There are conditions in SMP 1 and SMP 2 permits that don't allow full implementation of the maintenance requirements and that make vegetation management of this project challenging. SMP 1 permits did not allow removal of trees greater than 6-inch dbh. SMP 2 permits allow removal of trees greater 6-inch but less than 12-inch dbh but there are associated mitigation requirements and annual and ten-year program limits. The removal of trees greater than 12-inch dbh is prohibited. Some of the vegetation management practices described in the O&M manual were not allowed in previous and existing SMP permits and are also not consistent with arboricultural practice.

The channel design includes areas along the low flow channel and in planted mitigation areas where vegetation management is restricted. The success of vegetative growth in these restricted areas has grown thicker than expected, exceeding the roughness assumptions used in design.

Because SMP permits do not provide coverage for vegetation that exceeds specific size thresholds (i.e., greater than or equal to 12 inches dbh), and vegetation management in restricted areas has exceeded growth expectations, the vegetation in Lower Guadalupe River exceeds the design thresholds; and the District has not been able to conduct all the vegetation management work needed to convey the 100-year flood flow with freeboard under the previous or current SMP.

Current staff actions:

The District is actively exploring options to restore the river to 100-year flow capacity, but there are many challenges ahead. Preliminary assessments indicate that vegetation removal as permitted under the existing SMP alone will not be enough to restore the design conveyance.

Staff's current plan of action is as follows:

1. February/March 2019: investigate options for immediate interim measures, such as temporary flood barriers, that can be taken next winter to contain the 100-year flow.
2. February/March 2019: manage the water level in Lexington Reservoir which flows into Los Gatos Creek and eventually to the Lower Guadalupe River so that flood risk from large storm events, such as 100-year, can be reduced.
3. Summer 2019 (and subsequent years): continue removing sediment deposition and vegetation growth pursuant to current stream maintenance permits.
4. February 2019 to December 2020: conduct an environmental evaluation and request permits from regulatory agencies, such as the U.S. Army Corps of Engineers, the San Francisco Bay Regional Water Quality Control Board, and California Department of Fish and Wildlife, to remove vegetation in alignment with design roughness coefficients to help restore the flow conveyance. Staff will also prepare an alternatives analysis and environmental evaluation of additional measures, such as construction of a floodwall or levee raising to re-establish flow conveyance capacity and freeboard for a 100-year event.
5. December 2020 to March 2021: complete design of additional flood protection features and/or additional vegetation management, obtain regulatory permits for construction, and advertise for construction.
6. June 2021 to December 2022: complete construction of additional flood protection features and/or complete additional vegetation activities.

Since there is a higher flood risk than previously understood, District staff is closely monitoring the river and has taken action to coordinate with the cities of San Jose and Santa Clara regarding the monitoring of water levels and notifications of hot spots along the river during high-flow events.

The District is coordinating with the cities to conduct outreach in the areas at greater risk of flooding than previously known.

Next Steps:

Upon receiving Board approval of the staff recommendation, staff will propose a new project in the FY 2020-2024 Capital Improvement Program that begins in FY 2020 to evaluate possible options to restore design flow conveyance capacity and present a staff-recommended project for Board consideration. It is estimated that an evaluation report with a staff-recommended project will take 9 to 12 months to complete.

FINANCIAL IMPACT:

If approved by the Board, it is anticipated that the project will be included in the FY 2020-2024 CIP and the estimated cost of \$1,000,000 of the evaluation will be funded by the Watershed and Stream Stewardship Fund.

CEQA:

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

ATTACHMENTS:

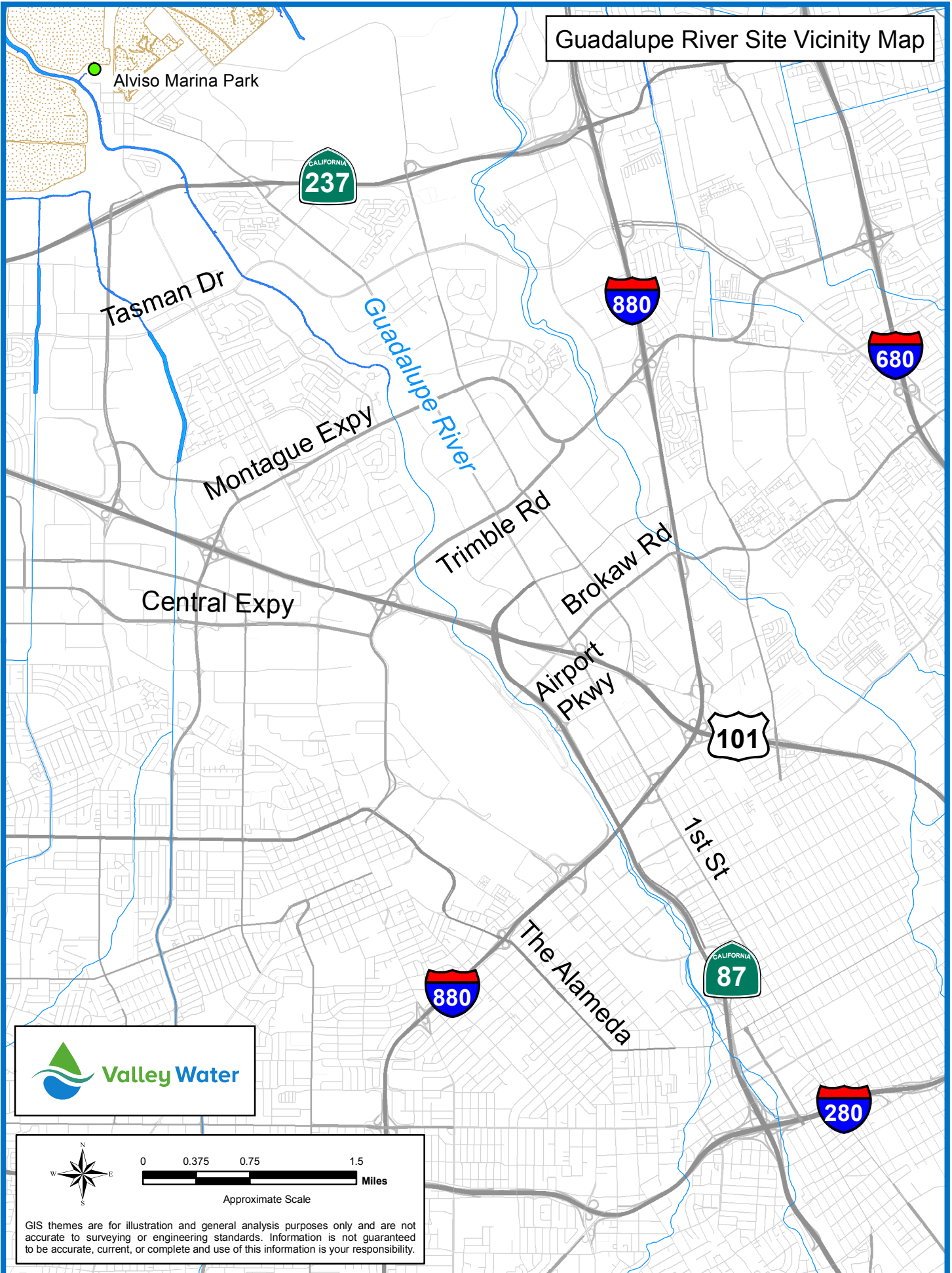
*Handout 6.1-A, Location Map

UNCLASSIFIED MANAGER:

Ngoc Nguyen, 408-630-2632

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Guadalupe River Site Vicinity Map



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File No.: 19-0249

Agenda Date: 3/12/2019

Item No.: 6.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Staff Response to Independent Monitoring Committee Report on Safe, Clean Water and Natural Flood Protection Program Year 5 Annual Report for Fiscal Year 2017-2018.

RECOMMENDATION:

- A. Accept Staff Response to Independent Monitoring Committee Report on Safe, Clean Water and Natural Flood Protection Program Year 5 Annual Report for Fiscal Year 2017-2018; and
- B. Provide additional direction as necessary.

SUMMARY:

On February 26, 2019, the Independent Monitoring Committee (IMC) issued their report on the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) Year 5 Annual Report, which provides information on Fiscal Year 2017-2018 (FY18).

Over the past months, Safe, Clean Water Program Project Managers and Deputies met with the IMC and sub-committees for each of the Program's priorities to review the report, answer questions, and provide follow-up information as necessary. The IMC members have shown their passion and dedication for the Program throughout this review process. Their questions continue to dive deeper into project complexities and their focus is always to find better ways to communicate the information to the general public.

The IMC's task of assessing and reporting on the Santa Clara Valley Water District's (Valley Water's) performance in delivering our promises to the voters was completed in an effective and timely manner. Overall, the IMC expressed satisfaction with the high quality of the report and expressed their appreciation to Valley Water for incorporating their recommendations from prior years. As a result of staff's continued responsiveness to the IMC's Board approved recommendations, development of new appendices, and ongoing refinement of the report, the IMC had minimal recommendations this year. The IMC did provide notes for consideration in development of future year's annual reports, which staff agrees with incorporating.

In its review of the FY18 Safe, Clean Water Program Year 5 Annual Report, the IMC agreed with the status of each of the projects and made a few project specific recommendations for text adjustments to clarify the information provided and to update the project maps. Additionally, the IMC

recommended the correction of two errors in the FY18 online version of the report. To address each of the recommendations made by the IMC, a staff response column has been added to the IMC's report table (Attachment 1). Upon the Board's approval, staff is prepared to implement the IMC's recommendations.

District staff is committed to the success of the Safe, Clean Water Program and to achieving the Key Performance Indicators in a cost-efficient and transparent manner. In turn, we appreciate the role that the IMC plays in ensuring that Valley Water delivers the outcomes that were promised to the voters and look forward to continuing to engage in an open and responsive review process.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

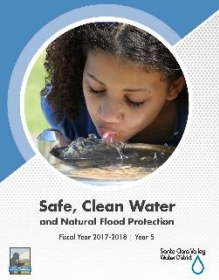
The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: Staff Response Table

UNCLASSIFIED MANAGER:

Melanie Richardson, 408-630-2035



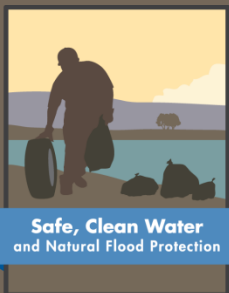
Independent Monitoring Committee Fiscal Year 2017-2018 Annual Report Safe, Clean Water and Natural Flood Protection Program General Recommendations

Subject:	Comment:	Staff Response:
Project Maps	<p>Recommendation is:</p> <ul style="list-style-type: none"> For future reports, clearly delineate the scope of project flood protection with respect to the 1% floodplain. 	<p>Staff agrees that the project flood maps can be more clear and will work to update project maps to show project scope and the area protected from flooding.</p>
Financial Information Sections	<p>Recommendations are:</p> <ul style="list-style-type: none"> For the FY19 report: <ul style="list-style-type: none"> On the cover page for the category Other Clean, Safe Creeks projects, include a clarifying statement that while these projects existed prior to the Safe, Clean Water Program, the financial information reported herein includes only the funds that were carried forward and the expenditures made since the onset of the Safe, Clean Water Program. 	<p>Staff agrees with the recommended text adjustment and on the "Other Clean, Safe Creeks" projects cover page in future annual reports will explain that the financial information reported only includes the funds that were carried forward from the Clean, Safe Creeks Plan and the expenditures made since the onset of the Safe, Clean Water Program.</p>
Appendix A	<p>Recommendation is:</p> <ul style="list-style-type: none"> An omission was noted for a fund transfer on Project A1: Main and Madrone Avenue Pipelines Restoration Project. Correct the online version of the FY18 report. 	<p>Staff agrees to correct the omission of the fund transfer for the Main and Madrone Avenue Pipelines Restoration Project (Project A1) in the online version of the FY18 report.</p>



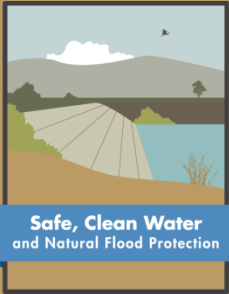
Independent Monitoring Committee **Fiscal Year 2017-2018 Annual Report** **Priority A** **Ensure a Safe, Reliable Water Supply**

Project:		Status:	Comment:	Staff Response:
A1	Main Avenue and Madrone Pipelines Restoration	On Target	IMC agrees with project status. No recommendations.	No response required.
A2	Safe, Clean Water Partnerships and Grants	Modified	IMC agrees with project status. No recommendations.	No response required.
A3	Pipeline Reliability Project	Scheduled to Start in FY 2019	IMC agrees with project status. No recommendations.	No response required.



Independent Monitoring Committee Fiscal Year 2017-2018 Annual Report Priority B Reduce Toxins, Hazards and Contaminants in our Waterways

Project:		Status:	Comment:	Staff Response:
B1	Impaired Water Bodies Improvement	On Target	IMC agrees with status. No recommendations.	No response required.
B2	Interagency Urban Runoff Program	On Target	IMC agrees with status. No recommendations.	No response required.
B3	Pollution Prevention Partnerships and Grants	On Target	IMC agrees with status. Recommendations are: <ul style="list-style-type: none"> In FY 20 report, solicit feedback from grantees regarding the new grants management system. 	Staff agrees and will solicit feedback from the grantees regarding the new grants management system and report the findings in the FY20 annual report.
B4	Good Neighbor Program: Encampment Cleanup	On Target	IMC agrees with status. No recommendations.	No response required.
B5	Hazardous Materials Management and Response	On Target	IMC agrees with status. No recommendations.	No response required.
B6	Good Neighbor Program: Remove Graffiti and Litter	On Target	IMC agrees with status. No recommendations.	No response required.
B7	Support Volunteer Cleanup Efforts and Education	On Target	IMC agrees with status. No recommendations.	No response required.



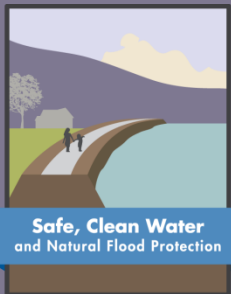
**Independent Monitoring Committee
Fiscal Year 2017-2018 Annual Report
Priority C
Protect our Water Supply from Earthquakes and Natural Disasters**

Project:		Status:	Comment:	Staff Response:
C1	Anderson Dam Seismic Retrofit	On Target	IMC agrees with status. No recommendations.	No response required.
C2	Emergency Response Upgrades	On Target	IMC agrees with status. No recommendations.	No response required.



Independent Monitoring Committee **Fiscal Year 2017-2018 Annual Report** **Priority D** **Restore Wildlife Habitat and Provide Open Space**

Project:		Status:	Comment:	Staff Response:
D1	Management of Revegetation Projects	On Target	IMC agrees with status. No recommendations.	No response required.
D2	Revitalize Stream, Upland and Wetland Habitat	On Target	IMC agrees with status. No recommendations.	No response required.
D3	Grants and Partnerships to Restore Wildlife Habitat and Provide Access to Trails	On Target	IMC agrees with status. No recommendations.	No response required.
D4	Fish Habitat and Passage Improvement	On Target	IMC agrees with status. No recommendations.	No response required.
D5	Ecological Data Collection and Analysis	On Target	IMC agrees with status. Recommendation: <ul style="list-style-type: none"> In the FY18 online report, correct the KPI #2 typo. 	Staff agrees and will correct the typos related to KPI #2 in the online version of the FY18 report.
D6	Creek Restoration and Stabilization	On Target	IMC agrees with status. No recommendations.	No response required.
D7	Partnerships for the Conservation of Habitat Lands	On Target	IMC agrees with status. No recommendations.	No response required.
D8	South Bay Salt Ponds Restoration Partnership	On Target	IMC agrees with status. No recommendations.	No response required.



Independent Monitoring Committee

Fiscal Year 2017-2018 Annual Report

Priority E

Provide Flood Protection to Homes, Businesses, Schools and Highways

Project:		Status:	Comment:	Staff Response:
E1	Vegetation Control and Sediment Removal for Flood Protection	On Target	IMC agrees with status. No recommendations.	No response required.
E2	Emergency Response Planning	On Target	IMC agrees with status. No recommendations.	No response required.
E3	Flood Risk Reduction Studies	On Target	IMC agrees with status. Recommendations are: <ul style="list-style-type: none"> In FY19, seek a text adjustment of the project description to clarify how updated maps are submitted to the Federal Emergency Management Agency (FEMA). 	Staff agrees and will seek a text adjustment for the project description to clarify the process of submitting updated maps to FEMA.
E4	Upper Penitencia Creek Flood Protection Coyote Creek to Dorel Drive – San José	On Target	IMC agrees with status. No recommendations.	No response required.
E5	San Francisquito Creek Flood Protection San Francisco Bay to Middlefield Road – Palo Alto	Adjusted	IMC agrees with status. Recommendations are: <ul style="list-style-type: none"> In FY19, seek a text adjustment of the project description to include the City of Palo Alto as the sponsor of the Newell bridge project and clarify the role of the Joint Powers Authority (JPA) regarding Newell bridge. 	Staff agrees and will seek a text adjustment for the project description to include the City of Palo Alto as the sponsor of the Newell Road bridge project and clarify the role of the JPA regarding the Newell Road bridge.

Project:		Status:	Comment:	Staff Response:
E6	Upper Llagas Creek Flood Protection Buena Vista Avenue to Wright Avenue – Morgan Hill, San Martin, Gilroy	On Target	IMC agrees with status. No recommendations.	No response required.
E7	San Francisco Bay Shoreline Protection Milpitas, Mountain View, Palo Alto, San José, Santa Clara and Sunnyvale	On Target	IMC agrees with status. No recommendations.	No response required.
E8	Upper Guadalupe River Flood Protection Highway 280 to Blossom Hill Road – San José	On Target	IMC agrees with status. No recommendations.	No response required.



Independent Monitoring Committee Fiscal Year 2017-2018 Annual Report Other Capital Flood Protection Projects and Clean, Safe Creeks Grants Projects

Project:	Status:	Comment:	Staff Response:
Permanente Creek Flood Protection San Francisco Bay to Foothill Expressway – Mountain View	On Target	IMC agrees with status. No recommendations.	No response required.
Sunnyvale East and Sunnyvale West Channel Flood Protection San Francisco Bay to Inverness Way and Almanor Avenue – Sunnyvale	Adjusted	IMC agrees with status. No recommendations.	No response required.
Berryessa Creek Flood Protection Calaveras Boulevard to Interstate 680 – Milpitas and San José	Completed	IMC agrees with status. No recommendations.	No response required.
Coyote Creek Flood Protection Montague Expressway to Tully Road – San José	On Target	IMC agrees with status. No recommendations.	No response required.
Calabazas Creek Flood Protection Miller Avenue to Wardell Road	Completed	IMC agrees with status. No recommendations.	No response required.
Clean, Safe Creeks Grants Projects	Adjusted	IMC agrees with status. No recommendations.	No response required.

File No.: 19-0288

Agenda Date: 3/12/2019

Item No.: *7.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Federal Appropriations Requests for Federal Fiscal Year 2020.

RECOMMENDATION:

Adopt the recommended preliminary federal Fiscal Year (FY) 2020 appropriations requests for Valley Water-sponsored and Valley Water-supported projects.

SUMMARY:

On April 1-3, 2019, Valley Water Board members and staff will travel to Washington, D.C., to meet with Members of Congress and staff, as well as agency officials and staff, to advocate for Valley Water's FY 2020 appropriations requests and legislative priorities. Approval of this item will allow these Board members and staff to engage in and influence the federal budget process, as well as discuss and advocate for other priority issues.

The week of March 11, 2019, the President will submit part one of his FY 2020 budget request to Congress, which will initiate the FY 2020 appropriations process. The President will submit the second part of the budget the following week. The Valley Water delegation's trip to D.C. is purposely scheduled for early spring so that we may influence appropriations and the subsequent work plan requests for the U.S. Army Corps of Engineers (USACE). The 36-day partial government shutdown that ended on January 25, however, delayed delivery of the budget and the congressional appropriations schedule. Therefore, this appropriations request is submitted for consideration before staff has been able to review the budget submission.

In order to engage in and influence the appropriations process during this trip, staff is requesting that the Board support Valley Water's USACE-partnered flood protection project funding requests for FY 2020, as well as a list of federally-partnered water utility project funding requests for FY 2020, which begins October 1, 2019. These preliminary requests are shown in Attachment 1 and are coordinated with Valley Water's federal and local partners to ensure that Valley Water's programs and projects receive maximum available federal funding. Staff may revise these FY 2020 requests later in the year based on additional information. In that case, staff will seek additional Board approval.

In the fall, prior to the fall trip to Washington, D.C., staff will bring an updated list of appropriations and work plan requests for FY 2020, if applicable, and new requests for FY 2021 for the Board's endorsement.

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: FY 2020 Federal Appropriations Requests

*Supplemental Agenda Memorandum

*Supplemental Attachment 1: FY 2020 Fed Appropriations Requests

UNCLASSIFIED MANAGER:

Rachael Gibson, 408-630-2884

**Summary of Federal Appropriations Requests for Federal Fiscal Year 2020 for
Projects that Affect Santa Clara County, California**

Flood Protection Projects of Direct Interest		
Program Name	Project/Program Stage	FY 2020 Valley Water Request
South San Francisco Bay Shoreline (Santa Clara) Study	FY 2020: Continue Feasibility Study	\$600,000 ¹
Upper Guadalupe River Project	FY 2020: Conduct Value Engineering	\$1.5 million ¹
Upper Llagas Creek Flood Protection Project	FY 2020: Preparation of Limited Reevaluation Report to determine federal interest	\$405,000 ¹
	FY 2020: Phase I construction	\$10 million ⁴
San Francisquito Creek Project	FY 2020: Complete Agency Decision Milestone	No funding request
Coyote Creek Flood Protection Project	FY 2020: Feasibility Study	No funding request
Upper Penitencia Creek Flood Protection Project	FY 2020: Feasibility Study	No funding request. Request that USACE stay engaged in project.
Water Supply Projects of Regional or Statewide Interest		
Program Name	Project/Program Stage	FY 2020 Valley Water Request
Pacheco Reservoir Expansion Project	FY 2020: Design and construction	\$10 million ² under WIIN Act (P.L. 114-322)
Expedited Purified Water Program*	FY 2020: Project construction	Maximum available funding ²
South Santa Clara County Recycled Water Project	FY 2020: Design and construction	Maximum available funding ²
San José Area Water Reclamation and Reuse Program	FY 2020: Construction of Expedited Recycled and Purified Water Program Projects	Maximum available funding ²
California Bay-Delta Restoration Program (CALFED)	FY 2020: Continuing program	Reauthorization and maximum available funding ²
San Luis Low Point Improvement Project	FY 2020: Complete final EIR/EIS and Feasibility Study	\$1.49 million ² under WIIN Act or other funding source
Regional and National Projects of Interest		
Program Name	Project/Program Stage	FY 2020 Valley Water Request
South San Francisco Bay Emergency Port Access Project	FY 2020: Initiate study	\$100,000 ¹
Water Infrastructure Workforce Development Program	FY 2020: New program funding	\$1 million ⁷
National Priorities Water Research Program	FY 2020: Continue program funding	\$5 million ⁷
Dam Evaluation, Rehabilitation, and Repair	FY 2020: Program funding	Maximum available funding ²
Collaborative Science and Adaptive Management Program	FY 2020: New program funding	\$20 million total ^{5,6}
Don Edwards San Francisco Bay National Wildlife Refuge (U.S. Fish and Wildlife Service)	FY 2020: Support project partner for levee repair	Support U.S. Fish and Wildlife Service Funding Request of \$6.1 million ⁵ (if none appropriated in FY 2019)

*Estimated project costs in dollars projected at mid-point of construction. Based on 25% of the \$1,172.7M cost for the projects in the program.

Funding Sources:

¹ U.S. Army Corps of Engineers

² U.S. Bureau of Reclamation — General Funding

³ U.S. Bureau of Reclamation - Title XVI Funding (Recycled Water)

⁴ Natural Resources Conservation Service Funding

⁵ Department of Interior

⁶ Department of Commerce

⁷ Environmental Protection Agency

If you have questions about this report, please contact Rachael Gibson at rgibson@valleywater.org or (408) 630-2884.

File No.: 19-0280

Agenda Date: 3/12/2019

Item No.: *7.1.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

SUBJECT:

Federal Appropriations Requests for Federal Fiscal Year 2020.

REASON FOR SUPPLEMENTAL MEMORANDUM:

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

RECOMMENDATION:

Adopt the recommended federal Fiscal Year (FY) 2020 appropriations requests for Valley Water-sponsored and Valley Water-supported projects.

SUMMARY:

On April 1-3, 2019, Valley Water Board members and staff will travel to Washington, D.C., to meet with Members of Congress and staff, as well as agency officials and staff, to advocate for Valley Water's FY 2020 appropriations requests and legislative priorities. Approval of this item will allow these Board members and staff to engage in and influence the federal budget process, as well as discuss and advocate for other priority issues.

The week of March 11, 2019, the President will submit part one of his FY 2020 budget request to Congress, which will initiate the FY 2020 appropriations process. The President will submit the second part of the budget the following week. The Valley Water delegation's trip to D.C. is purposely scheduled for early spring so that we may influence appropriations and the subsequent work plan requests for the U.S. Army Corps of Engineers (USACE). The 36-day partial government shutdown that ended on January 25, however, delayed delivery of the budget and the congressional appropriations schedule. Therefore, this appropriations request is submitted for consideration before staff has been able to review the budget submission.

In order to engage in and influence the appropriations process during this trip, staff is requesting that the Board support Valley Water's USACE-partnered flood protection project funding requests for FY 2020, as well as a list of federally-partnered water utility project funding requests for FY 2020, which begins October 1, 2019. These preliminary requests are shown in Attachment 1 and are coordinated with Valley Water's federal and local partners to ensure that Valley Water's programs and projects receive maximum available federal funding. Staff may revise these FY2020 requests later in the year

based on additional information. In that case, staff will seek additional Board approval.

In the fall, prior to the fall trip to Washington, D.C., staff will bring an updated list of appropriations and work plan requests for FYs 2020, if applicable, and new requests for FY 2021 for the Board's endorsement.

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:

*Supplemental Attachment 1: FY 2020 Federal Appropriations Requests.

UNCLASSIFIED MANAGER:

Rachael Gibson, 408-630-2884

Summary of Federal Appropriations Requests for Federal Fiscal Year 2020 for Projects that Affect Santa Clara County, California

Flood Protection Projects of Direct Interest		
Program Name	Project/Program Stage	FY 2020 Valley Water Request
South San Francisco Bay Shoreline Project Phase II	FY 2020: Continue Feasibility Study	\$600,000 ¹
Upper Guadalupe River Project	FY 2020: Complete Reach 7 design, update costs and engineering	\$1.5 million ¹
Upper Llagas Creek Flood Protection Project	FY 2020: Preparation of Limited Reevaluation Report to determine federal interest	\$405,000 ¹
	FY 2020: Phase I construction	*\$40 million ³
San Francisquito Creek Project	FY 2020: Complete Agency Decision Milestone	*No funding request at this time
Coyote Creek Flood Protection Project	FY 2020: Feasibility Study	*No funding request at this time
Upper Penitencia Creek Flood Protection Project	FY 2020: Feasibility Study	*No funding request at this time
Water Supply Projects of Regional or Statewide Interest		
Program Name	Project/Program Stage	FY 2020 Valley Water Request
Pacheco Reservoir Expansion Project	FY 2020: Design and construction	*\$335 million through WIIN Act ²
Expedited Purified Water Program**	FY 2020: Project construction	*\$312.5 million under Title XVI competitive grant program ²
South Santa Clara County Recycled Water Project	FY 2020: Design and construction	*\$7 million under Title XVI competitive grant program ²
San José Area Water Reclamation and Reuse Program	FY 2020: Construction of Expedited Recycled and Purified Water Program Projects	*\$47 million for Title XVI congressionally-authorized projects ²
California Bay-Delta Restoration Program (CALFED)	FY 2020: Reauthorization of program	*\$40 million ²
San Luis Low Point Improvement Project	FY 2020: Complete final EIR/EIS and Feasibility Study	*\$1 million under CALFED (if reauthorized) or WIIN Act ²
Regional and National Projects of Interest		
Program Name	Project/Program Stage	FY 2020 Valley Water Request
South San Francisco Bay Emergency Port Access Project	FY 2020: Initiate study	\$100,000 ¹
Water Infrastructure Workforce Development Program	FY 2020: New program funding	\$1 million ⁶
High-Hazard Dam Rehabilitation and Repair	FY 2020: Continued program funding for Anderson Dam Seismic Retrofit	*\$7.5 million under the WIIN Act ⁷
Collaborative Science and Adaptive Management Program	FY 2020: New program funding	\$20 million total ^{4,5}
Don Edwards San Francisco Bay National Wildlife Refuge (U.S. Fish and Wildlife Service)	FY 2020: Support project partner for levee repair	*\$6.1 million ⁴

**Estimated project costs in dollars projected at mid-point of construction. Based on 25% of the \$1,172.7M cost for the projects in the program.

Funding Sources:

¹ U.S. Army Corps of Engineers

² U.S. Bureau of Reclamation

³ U.S. Department of Agriculture – Natural Resources Conservation Service

⁴ Department of the Interior – U.S. Fish and Wildlife Service

⁵ Department of Commerce – National Marine Fisheries Service

⁶ Environmental Protection Agency

⁷ Department of Homeland Security – Federal Emergency Management Agency

If you have questions about this report, please contact Rachael Gibson at rgibson@valleywater.org or (408) 630-2884.

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File No.: 19-0320

Agenda Date: 3/12/2019
Item No.: *8.1.

CHIEF EXECUTIVE OFFICER

SUBJECT:

CEO and Chief's Report.

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Revised

Storm Report

Feb. 26–March 11, 2019



Rainfall and Reservoir Levels

RAINFALL IN INCHES AS OF MARCH 11, 2019

COUNTY RAIN GAUGE LOCATIONS	CURRENT PERIOD 02/25/19–03/11/19 (inches)	SEASON ¹ TO DATE 03/11/19 (inches)	SEASONAL AVG TO DATE (inches)	% SEASONAL AVG TO DATE	HISTORICAL SEASON AVERAGE (inches)
WEST (Valley Christian)	9.64	55.35	35.33	157%	43.76
CENTRAL (San Jose)	1.77	12.83	11.12	115%	14.35
NORTH EAST (Penitencia)	2.01	14.84	11.88	125%	15.29
SOUTH (Coyote Reservoir)	3.19	25.00	16.24	154%	20.56

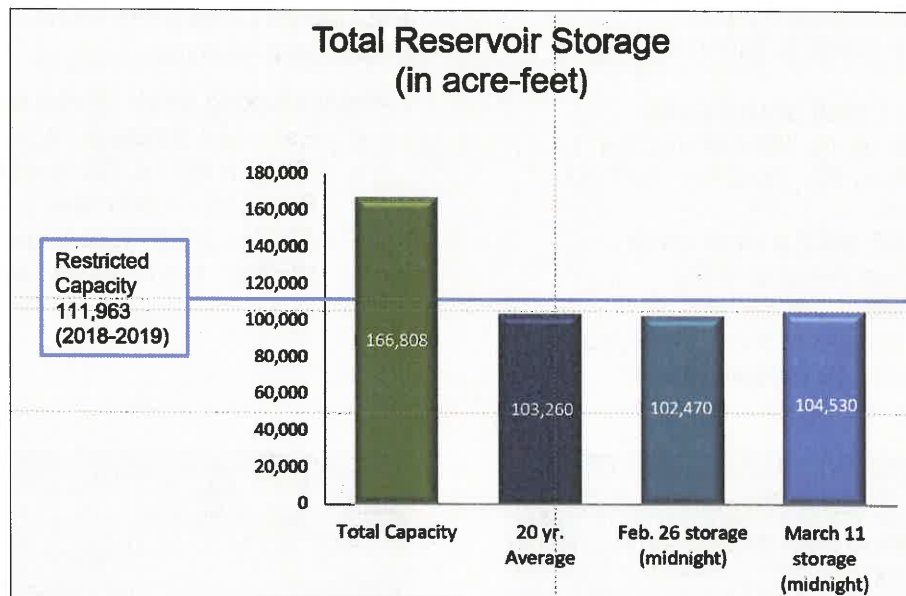
Rainfall Data stations: **West**-Santa Cruz Mountain near Saratoga; **Central**-near downtown San Jose; **Northeast**-near Milpitas; and **South**-near Coyote Reservoir

More About Reservoir Levels

- Recent storms generated runoff into the major federal and state reservoirs. Shasta Reservoir was at 116% of historical average for March 10, 2019, and Lake Oroville was at 101%.
- Estimated inflow into local reservoirs was approximately 58,000 acre-feet between Feb. 26 and March 11, 2019.
- Total reservoir storage on March 11 was about 63% of total capacity and 101% of normal when compared to the 20-year average for this date.

Raw and Treated Water Operations

- Anderson Reservoir was below the interim Division of Safety of Dams (DSOD) restricted level but above the combined Anderson-Coyote Rule Curve during the Feb. 26 to March 10 period. Releases continue at the outlet capacity. By March 11, the reservoir level was below the rule curve.
- Coyote Reservoir was above the permanent DSOD restricted level and releases were made at the outlet capacity.



¹ Rainfall season extends from July 1 to June 30 of the following year.

Raw and Treated Water Operations

- Transfers were made from Almaden Reservoir to Calero Reservoir through the Almaden-Calero Canal during this period.
- Lexington Reservoir was reduced to 73% of capacity to help Lower Guadalupe River carry storm flows safely. This is because a portion of the Lower Guadalupe Flood Protection Project, while still providing flood protection, does not do so at the level originally intended. With no rain forecast in the coming weeks, the water level is being brought back and is currently at 80% of capacity.
- Supplies to treatment plants continued with imported water and local reservoir (Calero). All three water treatment plants were operational during this period.
- Percolation ponds were mostly offline due to removal of instream diversions and reduced supplies for the recharge program.

Pre-storm Preparations

Field crews inspected trouble spots where trash and debris are known to accumulate and cleared trash and debris as necessary.

Communications



- Our annual flood awareness campaign is in full force with ads on social media, newspapers, bus shelters, light rail trains and radio.
- During this period, staff posted social media messages on our flood protection resources, sandbag info, flood tips, and our Flood Watch Tool.
- On Feb. 26, KCBS aired a story about Anderson and Uvas reservoirs and potential flood risks.
- One Feb. 27, a statement from Chair Linda J. LeZotte on storm preparedness was distributed.

This information is based on first-hand accounts from Santa Clara Valley Water District (Valley Water) staff and other monitoring sources between Feb. 26 and March. 11, 2019. As more information is gathered, some of the information reported here may change.

Flood Management Operations

Valley Water continues to communicate and coordinate with jurisdictions and external stakeholders regarding incoming storms and potential impact on our streams and reservoirs.

Flooding

There was no flooding from Valley Water streams.

Fallen Trees and Debris Removal

Crews cleared debris from pier noses, trash racks and hot spot areas throughout the county to prepare for storm events. There was no unusual debris or fallen trees during this period.

Field Information Team (FIT)

As a precautionary measure, a FIT was deployed on Feb. 26 night to monitor water levels at Sunnyvale East Channel in Sunnyvale and Upper Adobe Creek in Palo Alto and Los Altos.

Sandbags

Valley Water maintained sandbag sites throughout the county. Due to high demand, Valley Water delivered additional 1,600 sandbags to Morgan Hill site and 1,400 sandbags to Phelan site on March 4.

At the request of Valley Water, San José City picked up sandbags and delivered those to the Paul Moore Community Center in the Ross Creek neighborhood.

Current stocking levels at various sites are:

- San José (Phelan) - 4,200 filled bags;
- Morgan Hill - 4,700 filled bags;
- Palo Alto - 2,300 filled bags;
- Alviso - 3,500 filled bags; and
- Winfield Yard - 1,200 filled bags.

For questions, contact Melanie Richardson, Chief Operating Officer Watersheds at (408) 630-2035 or Nina Hawk, Chief Operating Officer Water Utility at (408) 630-2736.

Communications update

Summary of February 2019 Office of Communications activities



Valley Water

Flood Awareness Campaign

The flood awareness campaign continues in full swing with ads running on print, radio and online digital media channels in four different languages: English, Spanish, Chinese and Vietnamese. During the storms of February, a series of social media ads and posts were published promoting Valley Water's flood protection resources page and Flood Watch Tool.

Media, Communications and Social Media Activities

For the month of February, staff wrote and posted "Graywater Certification Course launching in March" and "Chair Linda J. LeZotte's vision for 2019" on Valleywaternews.org.

During the February storms, staff undertook a large communications effort while participating in the activation of our Emergency Operations Center on Feb. 1-2, and Feb. 13-14, and near-activation on Feb. 26. Anticipating the storms, staff posted messages on social media on sandbag locations, the definition of "flood watch," and flood readiness tips, as well as distributed a winter storm preparedness statement to local media and Nextdoor. Several media outlets covered Valley Water's efforts to prepare. Staff monitored the storm and posted updates to Twitter and Facebook, including updates on sandbag availability, field crew activities, and re-posting the National Weather Service flood warning for Guadalupe River. Staff maintained communication with public information officers in the cities of San José and Morgan Hill via group coordination teleconference calls, follow-up text messages and voicemail. On Feb. 13, a statement from Chair LeZotte on storm preparedness was distributed. Before and during this period's atmospheric river storms, staff posted messages on social media on the National Weather Services' flood warnings, sandbag locations, atmospheric rivers, flood preparedness tips, creek levels, and our EOC status. Valley Water's efforts were covered by KCBS, ABC7, Mercury News, Telemundo-48, NBC Bay Area, KTVU and the San Francisco Chronicle.

Staff also provided updates on the storm, Valley Water activities and potential areas of concern to the board and to staff. Chair LeZotte and staff attended a media event held at Mayor Liccardo's office on February 13. The event highlighted our collaboration since the flood in 2017 and referenced in our Emergency Action Plan.

Staff prepared and distributed a media advisory on the 4th annual Landscape Summit, and then livestreamed the event on Feb. 28 via Facebook Live. Director Santos, who serves on the Landscape Committee, welcomed attendees.

A guest column was prepared for Director Estremera on the Cunningham Flood Detention Facility Certificate Project and the Coyote Creek Flood Protection Project. A column on the Water Supply Master Plan was prepared to be submitted to the Santa Clara County Farm Bureau's newsletter on behalf of Director Varela.

Staff prepared and distributed news releases on the district releasing water from Anderson Reservoir and the water district becoming known now as Valley Water. Staff also prepared and disseminated three statements from the chair on storm readiness and on the governor's plan for the California WaterFix project.



On Feb. 13, Chair LeZotte joined Mayor Liccardo in a media event on storm preparedness.

Chair LeZotte was interviewed about improvements to emergency communications with the City of San José. Director Kremen responded to a reporter about erosion on Stevens Creek. Staff sent information on behalf of Vice Chair Hsueh to a reporter about the status of work on the Rancho San Antonio flood basin.

Staff was interviewed or provided information on the following topics: Lexington Reservoir spilling, rainwater capture rebates, flood safety, storm readiness, Valley Water's Flood Watch page, reservoir levels and water supply, Anderson Dam releases, Uvas Reservoir spilling, and encampment abatement procedures.

Statistics for Facebook, Twitter, Valleywaternews.org blog, video and eNews are below. Impressions are the number of times a post is displayed in a newsfeed, Twitter stream, etc. Engagement is the number of times a user interacts with a post, such as a retweet, like, comment, click and more. Page views are the number of people visiting a particular page on a website.

	8,088 video views in February (on Facebook, Twitter, YouTube, the blog) 7 new videos posted
	306,628 impressions 2,203 engagements 999 link clicks
	85,166 impressions 1,098 engagements 246 link clicks
	valleywaternews.org blog 12,771 views and 1,509 visitors
	28% open rate and 9% click rate (both are preliminary results)

Internal Communications

News You Can Use was sent to all employees each Tuesday and Thursday, and nine all-user e-mails were sent in February. The monitors in the lobby and cafeteria were kept up-to-date, as was Aqua Go, the employee mobile app.

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Community Outreach Activities

Staff promoted a pair of public events and embarked on an informational campaign in February, utilizing social media and traditional communication methods to expand its reach into affected neighborhoods.

Staff prepared Nextdoor messages for board members on the following topics: Graywater certification courses, two statements on storm readiness, Uvas reservoir spilling, sandbags at Paul Moore Park, pre- and post-construction inspection offers for the Lower Calera Creek project, clarifier work at Rinconada, a public meeting for Rinconada, Stevens Creek Trail reopening, an update on the Lower Guadalupe Flood Protection Project, and the water district now being known as Valley Water.

Public meeting on the Rinconada Reliability Improvement Project

On Feb. 20, Valley Water held a public meeting at the Rinconada Water Treatment Plant to update the neighborhood about the Reliability Improvement Project. Director Gary Kremen and Vice Chair Nai Hsueh attended the meeting.

Director Kremen provided welcome remarks prepared by Community Outreach staff, who also developed speaking points for Deputy Operating Officer Katherine Owen. A Nextdoor message was posted to promote the meeting and the project web page was updated. Facebook videos before and during the meeting yielded 268 views for a pre-meeting teaser and 415 views for the live broadcast of the meeting.

Reopening celebration for the Stevens Creek Trail

Valley Water celebrated the reopening of the Stevens Creek Trail in Mountain View on Feb. 13. Prior to the event at the Historic Adobe Building, Community Outreach staff developed speaking points for Director Gary Kremen and Deputy Operating Officer Melanie Richardson. A postcard invite was mailed to the community and a Nextdoor post alerted residents to the change of event venue due to adverse weather conditions. Staff used social media to promote the event. YouTube interviews with Director Kremen, Mountain View Mayor Lisa Matichak and Friends of Stevens Creek Executive Director Aaron Grossman were recorded and posted. A pre-celebration video teaser on Facebook earned 637 views and featured location shots of the creek and new trail. Staff also recorded video of the celebration broadcast on Facebook Live.

Lower Guadalupe River Flood Protection Changes

In an effort to inform residents in Director Richard Santos' district about flood protection changes, staff mailed more than 23,000 letters to residents and businesses, and an additional 1,600 letters were sent to property owners. Staff also commissioned a courier service to hand deliver flyers to more than 25,000 residents and businesses in Santa Clara and San José.

Other Accomplishments:

- Groundwater Benefit Zones Study (Directors Kremen, Varela and Vice Chair Hsueh)
 - Created script and storyboard and produced three drafts for promotional video for internal review.
 - Crafted and submitted a PowerPoint slide on the benefit zones study outreach to the CEO of California Urban Water Agency as requested by Valley Water CEO Norma Camacho
 - Presented outreach plans to chiefs at their Feb. 22 meeting
- Lower Calera Creek Flood Protection Project (Director Santos)
 - Posted Nextdoor message reminder to submit home survey letters
 - Mailed pre-/post-construction home survey letters
- Uvas Creek Levee Rehabilitation Project (Director Varela)
 - Created and sent project update mailers
 - Updated web pages
- Upper Llagas Creek Project (Director Varela)
 - Crafted and distributed project update mailer
 - Updated web page

- Produced and finalized script and conceptual design for the Pacheco Reservoir Expansion Project interactive virtual tour (Director Varela)
- Wrote and distributed 20 internal communication updates

Graphics and Design Activities

Rebranding

- Logo download library
- Logo guidelines
- Letterhead
- E-mail signature
- Podium sign
- New logo overlay for influencer campaign for Silicon Valley Advanced Water Purification tour videos and ads
- New sets of e-newsletter headers for calendar year 2019
- Digital header update for Access Valley Water
- One-pager update for February 2019 rebranding activities

Publications Created

- Water Tracker support for February 2019
- Booklet update for Water Wise Indoor survey DIY kit
- Lexington Reservoir FAQ sheet
- Cover for Santa Clara and Llagas Subbasins 2018 report
- Protection and Augmentation of Water Supply report for FY 2019-20

Mailer and Outreach Materials Created

- San Francisquito Creek trail closure map update
- Lower Guadalupe Flood Protection Project status letter and flyer notice
- Lake Cunningham mailer with translations to Spanish and Vietnamese
- Parallel East Pipeline maintenance project fact sheet update
- Upper Llagas fact sheet mailer
- Safe, Clean Water senior citizen property tax exemption packet: application form, FAQ sheet and postcard
- Postcard for Uvas Creek Levee Rehabilitation Project
- Postcard for Rinconada Water Treatment Plant
- Education Outreach coloring book update
- Groundwater production charges and surface water charges notices and surface water protest procedure mailers for FY 2019-20

Signs Created

- Stevens Creek Trail reopening sign

Advertisements Created

- Public notice ad on San Francisquito Creek mitigation planting

Internal Support Materials Created

- 2019 Job Shadow Day materials: flyers and digital graphics for TV monitor
- Translation for water conservation program marketing and participation materials
- 2019 Water Supply Master Plan Cover Design
- One-pager updates for the Offices of Communications, Civic Engagement and Government Relations
- Lower Berryessa flood wall photo rendering
- 2019 Employee Recognition Awards promotional materials: Save-the-date card, screen monitors, ferris wheel webpage graphic, countdown poster
- Groundwater-at-a-glance infographic
- Shoreline public access map update
- Flood wall rendering for Lower Penitencia Creek Improvements Project

Upcoming March Activities

- March 7: Almaden Lake Improvement Project presentation to the Almaden Valley Rotary (Director LeZotte)

Office of Civic Engagement February 2019 Activities Update



Youth Commission at the February 27 meeting.

YOUTH COMMISSION

- **Adopt-A-Bench Art Project.** The commissioners were presented with several options on how they could do artwork on the benches. The options included painting directly on the bench, assembling tiles, and epoxy resin, which is a method of coating a protective layer over artwork that can be done on canvas and installed on the bench. The commissioners will decide via rank choice voting on the best method that would work for them.
- **Synopsys Science Fair.** Valley Water will participate in the March 14 fair by providing staff judges for the special award categories and a sponsorship of \$1,100. Valley Water will also acknowledge the winner(s) of the fair by providing a tour of Valley Water's facilities and recognition at a Board meeting.
- **Youth Citizen Science Network.** The vice chair of the Youth Commission introduced the idea of getting more students involved in measuring Total Dissolved Solids in their school infrastructures. The idea was discussed and will be followed up at the next meeting.
- **Working Group Reports.** Creek Stewardship: the group will be adopting a local creek and helping to encourage more schools to become Adopt-A-Creek Partners. Mentorship/Career Shadowing: the group has been helping to plan Valley Water's upcoming Job Shadow Day on March 19. Job Fair: the group is planning to host a job fair for the Youth Commission.
- **Outreach for Upcoming Vacancies.** With five (5) upcoming vacant positions (districts 1, 2, 3, 6, and 7), staff will be conducting outreach to fill those positions. Outreach will be targeted in those specific districts. Staff will utilize social media platforms (Facebook, Instagram, Twitter, Nextdoor), as well as direct outreach in the schools and community organizations in those districts.

ADOPT-A-CREEK



Students from Del Mar High School cleaning Los Gatos Creek

DATE	PARTNER	# OF VOLUNTEERS	LBS OF TRASH COLLECTED	MILES CLEANED	CREEK
2/02/19	Del Mar High School	13	300	1	Los Gatos

SIGNAGE

Staff formed a committee of subject matter experts to move forward with the replacement of damaged signs as well as public health & safety related signs. Staff has also been working on developing guidelines and standards for the new signage. The guidelines will define not only the look and feel of the new signage, but also set standards for the materials, code enforcements, placement, and other details for each specific type of sign (informational, directional, facility, creek marker, etc.). Staff will continue to inventory the existing signage in order to have a complete portfolio of Valley Water signs.

SAFE, CLEAN WATER GRANTS PROGRAM

New Mini-Grant Award

- Bay Area Older Adults (BAO) received a second Mini-Grant award to support their Watershed Appreciation Program. The program will bring blind older adults to four waterways in four different watersheds - Los Alamitos Creek and Guadalupe Slough (Guadalupe Watershed), Stevens Creek (Lower Peninsula Watershed) and Penitencia Creek (Upper Penitencia Creek Watershed). The project will educate and enhance the older adults knowledge and understanding of the importance of healthy watersheds.

EDUCATION OUTREACH

- Engaged 979 students, 41 teachers and 200 members of the public for 1,220 total participants in February through 7 school visits, two Alamitos Outdoor Classroom presentations, and three outreach events.
- Continued collaboration efforts with Mid-Peninsula Environmental Education Alliance and Santa Clara County Office of Education to develop environmental education resources for Santa Clara County educators.
- Provided interactive engagement activities for the Youth Commission meeting held February 27.



Education Outreach presents a flood season story where students learn how and where to build homes to make them flood-safe.

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EDUCATION OUTREACH PROGRAM ATTENDANCE SUMMARY	COUNTS
Schools - students & teachers	1,020
Public Events	200
February Total	1,220

RECYCLED AND PURIFIED WATER OUTREACH

- Hosted 147 people at seven tours of the Purification Center. Distributed 53 bottles of Orange County Water District advanced purified water and 100 emergency starter kits for the Community Rating System program.
- Taped Chair LeZotte for the tour welcome video.
- Prepared the influencer video testimonials and ads for the next campaign, which is set to launch early March.

DATE	PURIFICATION CENTER TOURS	COUNTS	BOTTLE TASTE TESTS
2/11/2019	Private tour for NextFlex/ Lincoln High School	36	0
2/14/2019	Public tour	10	10
2/14/2019	Private tour for Monterey One Water	13	1
2/16/2019	Public tour	29	27
2/16/2019	Private tour for Shin Shin Educational Foundation	34	0
2/22/2019	Private tour for St. John's Preparatory School	15	5
2/27/2019	Private tour for Santa Clara University engineering class	10	8
	Totals	147	51

YEAR-ROUND VOLUNTEER PROGRAM



Group photo of water ambassadors from the second session held on February 20, 2019.

- The board's inaugural Water 101 Academy program kicked off on February 6 with 21 new water ambassadors that were selected by the Board of Directors.
- The first Water 101 Academy session included welcome remarks by Chair Linda J. LeZotte and CEO Norma Camacho, with Director Estremera and Director Santos in attendance. The session provided participants an overview of both state and local water systems and infrastructure, along with an overview of Valley Water's history, mission, organizational functions, and key projects that benefit the community. CEA Rick Callender provided closing remarks.
- The second Water 101 Academy session was held on February 20, which included welcome remarks by Director Santos and featured a presentation by CFO Darin Taylor on the budget and rate setting process. The session also covered water utility topics on water supply planning, water conservation efforts, and water reuse.
- In addition, volunteers in the Year-Round Volunteer Program also attended Valley Water's booth duty training and volunteered as a tour docent assistant during our Saturday public tour of the Purification Center in February.

COMMUNITY RATING SYSTEM

In February, the Community Rating System (CRS) program transitioned from the Water Resources Planning & Policy Unit to Civic Engagement. CRS allows communities to earn flood insurance premium discounts for their residents and businesses. Valley Water's participation results in credit for specific flood risk-reduction activities we carry out as the lead agency providing flood protection to Santa Clara County. The credits are then transferred to participating communities in the county, which in turn, translates to discounts for flood insurance policyholders' premiums. The collaboration and outreach efforts in the CRS program aligns with the work currently undertaken in Civic Engagement, therefore, the transition will help to provided additional resources and support for the program.

On February 25, Valley Water hosted the Santa Clara County CRS Users Group meeting to discuss the required Annual Evaluation Report of the 2015 SC County Multi-Jurisdictional Program for Public Information (PPI). Nine out of ten of the participating communities attended. At the meeting, attendees received Emergency Preparedness Starter Kits. Valley Water assembles nearly 10,000 kits annually and distributes them to the participating communities as well as at community events, Purification Center Tours, Education Outreach presentations, etc. So far, this year, the following number of kits have been distributed:

ENTITY/EVENT	# OF KITS DISTRIBUTED
Cities/County in Valley Water's CRS Network	2,900
Community Booth Events	1,000
Purification Center Tours	99
Total	3,999

LOOKING AHEAD

- Education Outreach will attend the Ocala Middle School STEM Night **March 6**
- Education Outreach will provide a ground water display for the City of Morgan Hill Council Meeting **March 6**
- Launch the Community Leader's video testimonials and online digital ads as part of the next phase of the purified water social media campaign; and present to the Recycled Water Committee on **March 13**
- The Water 101 Academy ambassador program will host the third session on **March 13** and the field trip to tour various Valley Water facilities and key project sites on **March 23**
- Public tours of the Purification Center on **March 14 and 16**; plus several private group tours.
- Education Outreach will facilitate two break-out sessions during Youth Commission sponsored Job Shadow Day on **March 19**
- The first cohort of Water 101 Academy ambassadors will be recognized for their participation and completion of the program at the **March 26** Board of Directors Meeting
- Pre-Audit review teleconference with FEMA Auditor on **March 26** for CRS Program
- Education Outreach will support the SJSU Society of Women Engineers (SWE) workshops for High School Girls in STEM **March 30**

File No.: 19-0321

Agenda Date: 3/12/2019
Item No.: *11.2.

ADJOURN

SUBJECT:

Proposed Future Board Member Agenda Items.

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Handout 11.2-A
3/12/19

MEMORANDUM

FC 14 (02-08-19)

TO: Chair Linda J. LeZotte
Board of Directors

FROM: Director Tony Estremera

SUBJECT: Agenda Item – Living Wage Policy

DATE: March 8, 2019

I am requesting that the subject of the Valley Water Living Wage Policy be placed on the Board Agenda for our meeting on March 26, 2019.



Director Tony Estremera

cc: Norma J. Camacho
Chief Executive Officer

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